



ECONOMIC DEVELOPMENT COMMITTEE

DATE: Tuesday, April 6, 2021

TIME: 5:30 PM

LOCATION:

Please click the link below to join the webinar:

<https://zoom.us/j/93841248203>

Or One tap mobile :

US: +13126266799,,93841248203# or +16465588656,,93841248203#

Or Telephone:

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Webinar ID: 938 4124 8203

International numbers available: <https://zoom.us/u/abCbg2PDZ3>

1. Zoom Virtual Public Meeting Information

- a. Please click the link below to join the webinar:

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2. Review and accept Minutes from March 16, 2021 Committee Meeting.

- a. See attached draft meeting Minutes.

3. Quarterly HEDC Work Plan Check-In - Postponed from the March 16th Meeting - Greg Mitchell and Mary Davis

a. See attached Memo and HEDC 2021 Work Plan.

4. Public Hearing and vote to recommend to the City Council proposed Purchase and Sale Agreement for City-owned property at 43/91 Douglass Street - Mary Davis

Pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee may go into executive session to discuss real estate negotiations and provide guidance to staff.

a. See attached Memorandum and backup.

5. Public Hearing and vote to recommend to the City Council proposed Purchase and Sale Agreement for City-owned property at 21 Randall Street - Mary Davis

Pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee may go into executive session to discuss real estate negotiations and provide guidance to staff.

a. See attached Memorandum and backup.

Next Meeting Date: April 20, 2021

Minutes

Remote Housing and Economic Development Committee

March 16, 2021

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

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

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

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, March 16, 2021, at 5:30 p.m. via Zoom. Present from the Committee was its Chair Councilor Spencer Thibodeau and members Councilors Pious Ali, Tae Chong, and Andrew Zarro (arriving as noted herein). Also present from the City Council was Mayor Karen Snyder. Present from the City staff were Public Facilities Director Kathy Alves, Housing and Community Development Division Director Mary Davis, Associate Corporation Counsel Michael Goldman, City Manager Jon Jennings for Item #3 on the Agenda only regarding the Iris Network request, Housing and Economic Development Director Greg Mitchell, Senior Executive Assistant Lori Paulette, Office of Economic Opportunity Director Julia Trujillo Luengo, and Housing Program Manager Victoria Volent.

Item #1: Zoom Meeting Information – no Committee action required.

Item #2: Review and vote on March 2, 2021, draft meeting Minutes.

On motion made by Councilor Zarro, seconded by Councilor Chong, the Committee voted unanimously (4-0) to accept the Minutes as published.

Item #3: Public Hearing and vote to recommend to the City Council amending the name of the Developer in the Credit Enhancement Agreement for the 66 State Street Affordable Housing Tax Increment Financing District – Mary Davis

Chair Thibodeau announced he was recusing himself from the meeting during the duration of the discussion and vote. Councilor Chong presided over the meeting for this item.

Mary Davis summarized the request for amendment to change the name of the developer in the Credit Enhancement Agreement for the 66 State Street Affordable Housing Tax Increment Financial District from Phoenix at Danforth, LP to DC 66 State LLC.

Councilor Chong opened the meeting to public comment.

George Rheault (28 Hanover Street) – Thinks tax payers deserve background on this item regarding a time line and the funding of the project (which is coming from the Hobson Landing project). Thinks the public should be more aware of when the funding from Hobson Landing will be forwarded. Would like to know when Kevin Bunker will begin construction of the promised rental units.

Chair Chong closed the public comment period.

On motion made by Councilor Ali and seconded by Councilor Zarro, the Committee voted unanimously (3-0) to forward this item to the City Council for approval.

Chair Thibodeau rejoined the meeting.

Item #3: Public Hearing and Vote to Recommend to the City Council the Iris Network Loan Amendment Request

Mary Davis noted since the previous meeting, the Iris Network has amended their request and are now are seeking to allow a 25% payment in lieu of taxes if the title to the property is transferred to a non-profit owner. The City's Tax Assessor's office is estimating, based on the revaluation assessed value of the project, the proposed 25% PILOT would result in a payment to the City of \$11,452. A review of all 41 projects in the City's Affordable Housing Development portfolio indicates that half of the documents include a clause in the loan documents which requires

that if the property should become exempt, an amount equal to the assessed tax amount would still be payable.

Jon Jennings noted concern with both setting a precedent and the loss of tax revenue to the City when an existing entity that is paying property taxes asks to become tax exempt or 75% tax exempt.

Chair Thibodeau opened the meeting to public comment.

David Barnwell (Iris Network President) – responding to previous questions brought up earlier in the meeting, there have been steps put in place that have allowed for a stronger fiscal position - trying to ensure needed services are provided.

Chair Thibodeau closed the public comment period.

The Committee asked clarifying questions and further discussed the proposal. Chris Huff indicated within the City, 21% of the assessed value is tax-exempt (non-profit, government, etc.) The City bears a much larger burden of tax-exempt properties than other cities in Maine.

Chair Thibodeau supports assisting the Iris Network Apartments through City subsidies such as CDBG funding but is concerned with setting a precedent should the Iris Network be allowed to become tax-exempt or enter into a PILOT.

Other Councilors agreed with Chair Thibodeau's comments.

David Barnwell noted that in order to have the apartment up and running, the services necessary to run the building are needed. The \$250,000 initial investment from the City has been paid back in the last fifteen years through taxes. Now the Iris Network is looking to sustain the services required to run the apartments (but not subsidize any other portion of the organization).

On motion made by Councilor Ali, seconded by Councilor Chong, the Committee voted 0-4 to recommend to the City Council the Iris Network loan amendment request.

Item #4: Continued discussion and public hearing regarding Creative Portland

(CP) additional Tax Increment Financing (TIF) funds, to include:

- (a) Funding request for FY2022 to support programs and services; and,**
- (b) Possible vote to recommend to the City Council amendments to the Downtown Transit Oriented Development (TOD) TIF District to modify the TIF funding cap for CP.**

Mr. Mitchell noted that it is the CP Board of Directors requesting the increase in TIF Funding. This Committee had requested clarification as to use of funds at its previous meeting, so the original request and clarification from CP are in the backup. A companion item is to amend the Downtown TOD TIF which now has a cap of \$100,000 for CP funding.

Kate Anker, President of CP, thanked the Committee for their time in taking up this item. At the last meeting CP provided an itemized phased budget increase over four years – FY2022 through FY2025. A clarification today is “personnel” from the prior meeting, which is now labeled as “Marketing services & materials”. CP would use this line item for independent contractors to do marketing and consulting work; this was the confusion at the prior meeting. Ms. Anker noted that timing is crucial and hoped to move this forward, adding that the creative work force is on a precipice. She also noted other cities of similar size have an even larger investment in the arts. CP can leverage the City’s investment with CP’s capacity to carry through this plan and budget sustainably.

Chair Thibodeau noted that if this is recommended to increase CP funding in the Downtown TOD TIF, a companion item on today’s Agenda would be the amendment needed to the Downtown TOD TIF to increase that funding.

Councilor Zarro asked if the Committee is being asked to make a recommendation on a four-year budget increase or for one year for the upcoming FY2022, and Mr. Mitchell indicated one year for FY2022.

Chair Thibodeau noted for the first increase, the Downtown TOD TIF (DTIF) now has a cap of \$100,000 annually, and it is being recommended that it now have a floor of \$155,000. CP is requesting the \$155,000 floor in the DTIF.

Councilor Zarro asked if this would have any effect on Portland Downtown, and Mr. Mitchell said that it would not; PD is a separate organization funded by assessments on property owners in its district. PD's FY2022 Budget and annual documentation will be coming shortly to this Committee for a recommendation to the City Council.

There was discussion regarding process, and Chair Thibodeau indicated that staff would need to communicate this Committee's position to the Finance Committee, and that this Committee could make a recommendation on the DTIF Amendment directly to the Council.

Chair Thibodeau then opened the meeting for public comment.

Joey Brunnelle of 61 Kellogg Street noted that the purpose of CP is a business development organization that uses arts as a vehicle to promote business. It does a lot of great things to support the arts from the perspective of business development. In the long-term ramping up to \$1 Million to CP is very high. He also indicated that CP should track its outreach so that it is inclusive for all.

Seeing no further public comment, the public comment session was closed.

Mr. Mitchell noted that the request is for the City to continue fund the CP Executive Director and Program Assistant as City employees in his Department budget, which includes fringe benefits. The City employees in the HEDD budget are funded by area-wide TIFs. The

Downtown TOD TIF amendment is being recommended to have a floor of \$155,000 annually, instead of a cap now at \$100,000 annually.

Councilor Chong made a motion to recommend to the City Council amending the Downtown TOD TIF to have a floor of \$155,000 annually to CP; Councilor Zarro seconded the motion.

Councilor Chong said that he supports this Amendment, noting that the performing arts and arts district were hit very hard due to the Pandemic. Every Think Tank knows that if you want to recruit you go to places that have a vibrant arts community. Through the Pandemic, CP created an arts relief fund and hired local artists for public messaging displays for safety, also noting that it brings \$70 Million into the area. The City needs to invest in the arts, and others in the community will follow through. This is a smart economic investment of TIF funds to keep what we have here and build on that infrastructure. Councilor Chong then noted that for \$1 spent on the creative economy, the multiplier effect is \$16.

Chair Thibodeau questioned whether there should be a floor or a cap, and Mr. Mitchell noted that with a floor, it would not need to go back to the Council to increase funding.

Chair Thibodeau noted that this may be further discussed at the Council about a cap versus a floor.

There followed discussion that the current cap of \$100,000 for CP is being used to absorb the costs of CP employees as City employees on the City payroll. That \$100,000, however, does not cover salary and fringe benefits, which totals approximately \$140,000. Should there be a floor of \$155,000, it would be up to the Finance Committee to direct that use of funding. The DTIF can fund all salaries/fringe benefits of employees in HEDD which include CP Executive Director and Program Assistant. If the Finance Committee increases the floor to \$155,000, it can direct that \$55,000 go to CP programs and services, with the remainder to be used to fund HEDD

employees, or it can direct that all of the \$155,000 go to CP programs and services, excluding CP employees on the City payroll, or other direction from the Finance Committee.

Councilor Chong said that he supports the floor of \$155,000, with CP staff not included in that \$155,000 funding as they are on the City payroll in HEDD, which salaries and fringe benefits of all HEDD employees can be covered by the three area-wide TIF Districts – DTIF, Bayside, and Waterfront.

Councilor Zarro agreed.

Ms. Anker noted the relationship with the City is complicated, adding that the two City employees in HEDD that support CP also support work to the City on other items outside of the CP work plan. She understands any hesitancy of the floor of \$155k, but if that included the CP Executive Director and Program Assistant salary and fringe benefits, that would leave just \$15,000 for programs and services.

Chair Thibodeau noted that he would support the motion on the table, but it would be up to the Finance Committee to make a determination regarding disposition of DTIF Funds for CP. He may further want to discuss the floor versus a cap for CP at the Council level. He also requested to see a sliding scale of what the increase would look like at \$155,000, \$200,000, and \$255,000.

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

Item #6: Presentation on the Portland Harbor Common Plan for Committee discussion and direction.

Mr. Mitchell introduced Dick Barringer and his team as volunteers working on this Plan. He also noted that City Manager Jennings also has a brief cover memo in the packet thanking the team for their volunteer efforts and that funding mechanisms need to be worked out, as well as

public process. Mr. Mitchell indicated that this was going to be presented last year but then the Pandemic hit.

Mr. Barringer thanked the Committee and his comments are attached, as well as the four slides presented at the meeting.

Chair Thibodeau thanked Mr. Barringer and his team for their work and volunteer time, noting that this is a great space for use between Ocean Gateway and the Maine State Pier, and there is further interest in increasing access to the waterfront for all.

Mayor Snyder appreciated the presentation, and asked whether the team was looking to the Committee to say yes to move forward together to finance the project, and work with private partners in the area.

Mr. Barringer noted that he would like to take this back to the City Manager and work with City staff to create a first phase and public discussion. He anticipates funding would be both public and private, noting the private sector has indicated interest to get behind the project as it would enhance properties in the area. Crafting a budget and plan is part of the first phase.

Councilor Ali thanked the team for the work applauding its beauty.

Councilor Zarro did as well, noting that the Transportation and Sustainability Committee would be interested in a presentation of this, as well anticipated public engagement would be interesting and lively.

Mr. Barringer agreed, there are many organizations and interest that would partake in the public discussion and vetting for this waterfront property.

Chair Thibodeau thanked Mr. Barringer as they look to move forward for both funding sources and public engagement.

Item #7: Portland Adult Education (PAE) update on results of FY2021 workforce training program investment and request for continued TIF funds for workforce training for Committee discussion and direction.

Ms. Luengo said that the City has invested TIF Funding in workforce training for the past two years, and PAE is here today to update the Committee on the City's FY2021 Investment of \$100,000, and its request for another round of funding for FY2022 for \$100,000.

Anita St. Onge, Executive Director of PAE, thanked the City for their investment which significantly assists PAE in innovating and developing new programs as needed, and enhancing current programs. This extra investment allows for assistance from PAE in areas where other sources of its funding have restrictions. The TIF funding fills that gap.

Liz Love, Assistant Director at PAE, provided an update on recent successes in the ELL Commercial Driver's License (CDL) Permit Course, ELL Intensive Job Readiness Class, Education Academy, and New Mainer Teller Training Program with 36 currently enrolled. These have been well-received and PAE would like to continue with these classes in FY2022, requesting level support at \$100,000. Ms. Love added that PAE is also looking at three other new courses: New Mainer Employee Advancement Initiative across the financial services industry, retail, and healthcare; CDL Program Expanse to include pathways to full CDL Class A and B Licensure; and, Green Jobs Training Program where renewable energy jobs are a growth area and programs for solar and heat pump technicians are envisioned at PAE.

Regarding the Education Program with students obtaining jobs as ED Tech III, Councilor Chong asked if this was the highest ED Tech position and how many were people of color.

Ms. Love indicated that ED Tech III is the highest ED Tech position working as an assistant in the classroom. Teachers require State certification, and this is where credentialing can be an issue. PAE continues to work with these individuals in obtaining that certification.

Ms. St. Onge said that the majority of ED Tech III positions were people of color, if not all.

Councilor Chong asked about the cost for the three new programs just described, and Ms. St. Onge estimated another \$100K, but would need guidance from the City as to what was doable.

Councilor Chong indicated that the estimate sounded reasonable, noting the work of PAE getting people out of poverty.

Councilor Zarro also noted that PAE is doing phenomenal work and has his total support.

Councilor Ali also noted support for PAE. When he toured the building with parents, the parents also wanted to participate in classes. PAE does a great job getting people interested and educated.

Chair Thibodeau said it is great to hear students are getting into the job market, which expands Portland's diversity. He noted that alumni connections would be impactful.

Mr. Mitchell said that he sees consensus for additional \$100,000 for PAE for FY2022 and will communicate that to the Finance Committee.

Councilor Chong asked PAE how quickly it could draft up a budget for the additional new programs, and noting Ms. St. Onge's response, Councilor Chong requested to have it presented at the next meeting of the HEDC to coincide with the City's budget process.

Item #8: Quarterly HEDC 2021 Work Plan Check-in. Postponed from the March

2nd meeting.

Consensus of the Committee was to table this to the next meeting to be first on the Agenda.

On motion then made by Councilor Zarro, seconded by Councilor Chong, the Committee voted unanimously (4-0) to adjourn at 8:00 p.m.

Respectfully, Lori Paulette and Victoria Volent

Richard Barringer Remarks

City Council Housing and Economic Development Committee

March 16, 2021

- Thank you, Greg, and good afternoon Mayor Snyder, Chairman Thibodeau; Council Members Ali, Chong, and Zarro; and City Manager Jennings. (Councilors Dion, Fournier, Mavodones, Ray?)
- If you will, let me introduce my teammates in this presentation: Michael Boucher of Michael Boucher Landscape Architecture, Patrick Costin of Canal 5 Studio (architects), and Barry Sheff of Woodard & Curran (engineers).
- We bring before you today a high-level concept plan – a “Platform” we call it – as the basis for a great public space *for all people* who live in and enjoy this city, along the water between the State Pier and the former Portland Company (now the Portland Foreside) property.
- We see this as the best opportunity to protect from future development the last remaining stretch of publicly-owned land along the Harbor. A once-in-a-century opportunity, it compares in importance to the Baxter Boulevard, completed in 1917 and tree-lined in memory of the many victims of World War I just a century ago, in 1921,
- The departure of the international ferry service to Bar Harbor in 2019 led to designation of the large queueing-area at the foot of India Street as "temporary" public parking.
- In May of 2019 we met with City Manager Jennings to offer a *pro-bono* effort to transform this area to benefit *all* the people of Portland. The City Manager offered that we work with him and his senior staff through the year's end on a vision for the city-owned land from State Pier to the Portland Foreside.¹

¹ In addition to the City Manager, the City staff included Kathy Alves, Lena Geraghty, Christine Grimando, Greg Mitchell, and Bill Needleman. It has been said, however, that “We *all* stand on the shoulders of those who have gone before.” If asked, we would put the Platform’s origins on the shoulders of former Councilors Cloutier, Cohen, Duson, Geraghty, Gorham, Hibbard,

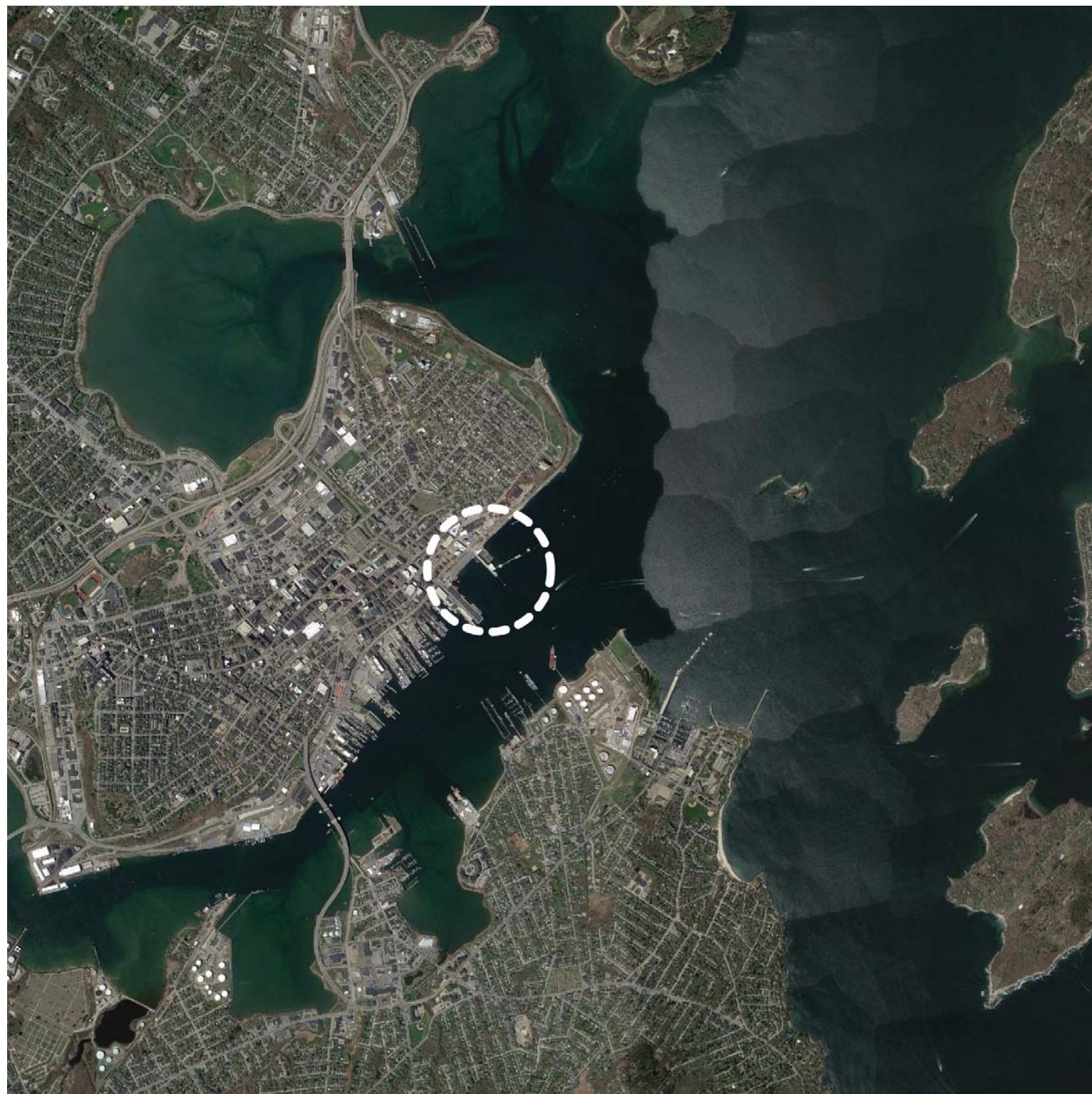
- The team used as its foundation the work of the 2001 Waterfront Development and Master Planning Committee – in which Councilor Mavadones participated – and which declared that, for all time, “*The water’s edge is the most precious resource we have.*”
- (*Show Platform cover*) We developed the Platform based on research here in the United States and elsewhere, about what makes a great public space:²
 - Most important is to focus on People, and their ability to enjoy people-watching; and in addition:
 - Direct Public Access to the Sidewalk and Streetscape
 - Places for Sitting and Enjoyment
 - Sun
 - Food
 - Water
 - Music and Entertainment
 - Artists and Crafts-persons, and
 - Trees for Shade
- With these principles in mind, our goals were to:
 - Complement and enhance Portland’s working waterfront,
 - Leverage the City’s ongoing public investments,
 - Support a wide variety of public activities; and
 - Add greatly to a vibrant city and region.
- We sought to accomplish these through:
 - Simplicity in design,
 - Resilience in the face of climate change,
 - Flexibility in usage, and
 - Affordability and Phase-ability in implementation.

O’Donnell, and Smith, along with Councilor Mavadones, former City staff Joe Gray and Lee Urban, and others for the foresight to envision re-development of the Eastern Waterfront for all the people of the city, our visitors and guests.)

² See William H. Whyte, *The Social Life of Small Urban Places*, Street Films, NYC, 1980.

- (*Show slide of Areas of Study briefly, then the Proposed Platform*) Here you see the area we studied; and here are just a few highlights of the Platform we created:
 - Direct, permanent visual access to the water throughout.
 - Direct Public access from each intersecting street (Franklin, India, Hancock, and the new Fore Street Connector)
 - A Roundabout at the foot of Franklin Street (26)
 - A Metro Transit Hub nearby (25)
 - A Public Pavilion (6) for events and sale of goods (*Show slide of the Pavilion briefly, then go back to the Proposed Platform for the remainder*)
- Like much in our lives, however, the Platform was put on hold by the pandemic. With your support, we propose now to:
 - Re-visit the Platform with City staff,
 - Design a first-phase implementation plan,
 - Cost it out, and
 - Explore federal, state, and local private funding sources,³ in anticipation of further consideration by this Committee.
- We hope you will think of this as a possible, great gift to the people of Portland at a time when we *all* could use a lift – as the best opportunity in a century to protect permanently from development the last remaining stretch of publicly-owned land along the Harbor – to create a new, world-class civic space in Portland *for the enjoyment and benefit of all our citizens*.
- Thank you for your time and consideration. We're happy to respond to any questions and to receive any suggestions you have. Thank you again.

³ These include the new America's Great Outdoors Act and the NPS' Outdoor Recreation Legacy Partnership Grants (for Portland and Bangor only in ME), with local matching money required. Many hotels, commercial and office buildings, and others in the area– WEX, the Roux Institute, Shipyard Brewing (and hotel), Portland Foreside, Verdante at Lincoln Park, Gorham Savings Bank, Hampton Inn, Hilton Garden, Marriott, etc. – all have a tangible interest in the future of this space as a great public amenity for their customers, employees, and residents.



Platform for a new Portland Harbor Common

“A park is a great gathering space for *people*.”

Fredrick Law Olmsted, 1822-1903

Prepared for the City of Portland by Richard Barringer,
Michael Boucher, Patrick Costin, Amy Magida and Barry Sheff,
in collaboration with senior City officials.

April 2020

PLATFORM FOR A NEW PORTLAND HARBOR COMMON



IMAGE 2 EXISTING CONDITIONS

PLATFORM FOR A NEW PORTLAND HARBOR COMMON

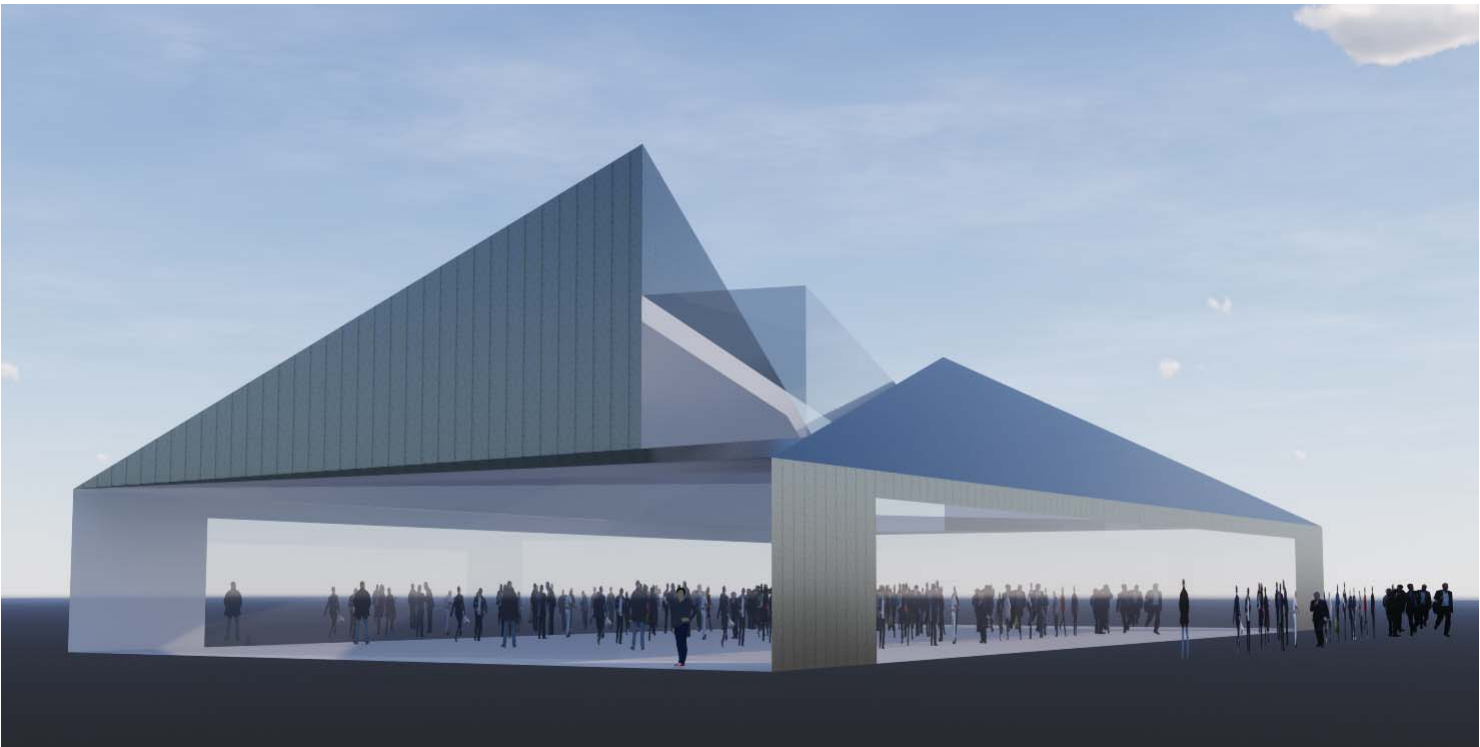


IMAGE 3 PROPOSED PLATFORM

PLATFORM FOR A NEW PORTLAND HARBOR COMMON



Public Pavilion Key Plan



Concept Rendering 1



Concept Rendering 2

IMAGE 4 CONCEPT RENDERINGS OF PUBLIC PAVILION (#6 on Platform For A New Portland Harbor Common)



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

MEMORANDUM

To: Housing and Economic Development Committee

From: Greg Mitchell

Date: April 2, 2021

**Subject: Housing and Economic Development Committee
2021 Work Plan – Quarterly Check-in**

The Housing and Economic Development Committee 2021 Work Plan is being presented at the end of the first quarter for review and discussion.

Changes to this year's Work Plan are noted in an underline format along with progress related to completed or active items.

Future Work Plan check-ins will occur in June, September and November.



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

2021 Housing and Economic Development Committee Work Plan
As Approved at the January 19, 2021, Committee Meeting

Below is the Housing and Economic Development Committee (HEDC) Work Plan for Calendar Year 2021 as approved at the January 19, 2021, HEDC meeting, with the caveat that it may evolve throughout the year based on issues arising. Marked revisions are updates/additions post the January 19, 2021, HEDC meeting.

Economic Development Policy

- City/School-wide approach to procurement that focuses on locally owned businesses (Phoenix, AZ as example).
- Explore Neighborhood Identity/Branding
- Explore Post-Pandemic Business Retention programs and approaches including outdoor dining and retail. HEDC reviewed and provided staff direction at their 1/5/2021 and 2/16/2021 meetings.
- Continue Tax Increment Financing (TIF) investment in workforce training. HEDC reviewed Portland Adult Education's (PAE) request for another round of \$100,000 TIF Funding for FY2022 at their 3/16/2021 meeting and consensus was for staff to communicate to the Finance Committee the HEDC's support of FY2022 funding for \$100,000. The HEDC also requested an additional budget for other programs of services that PAE sees a need for for additional FY2022 funding.
- Explore TIF investment options to increase TIF annual support to Creative Portland (CP) and to support performing art centers and the arts eco-system which makes Portland unique as a destination for visitors and local residents. CP provided a presentation on this item at the March 2nd HEDC meeting. At the March 16 HEDC meeting, CP provided a more detailed request for consideration. The HEDC unanimously (4-0) recommended that the Downtown TOD TIF be amended to remove the cap to CP of \$100,000 annually, and instead have a floor annually of \$155,000, which floor would not include City employees that work for the CP office, and the City, in the HEDD Department as all employees in the HEDD Department can be funded by the three area-wide TIFs (Downtown, Bayside, and Waterfront).

Rent Control Referenda

- Presentation, Overview, and Discussion with the Rental Housing Advisory Committee (RHAC) for Committee input and Committee Direction to the RHAC.

Affordable Housing Policy and Budgets

- Housing Program Budget/Completed at 2/2/2021 HEDC Meeting and forwarded to City Council for approval.
- 2021 Housing Trust Fund Annual Plan/Completed at 2/2/2021 HEDC Meeting and forwarded to City Council for approval.
- Affordable Housing TIF CEA and Affordable Housing Development Fund Applications for City Housing Trust and HOME Funds - with a focus on developing housing for households between 60% and 100% of the area median income/Completed at 2/2/2021 HEDC Meeting.
- Encourage developers seeking assistance through the City's Affordable Housing Development and/or TIF Programs to participate in the Section 8 Family Self Sufficiency Program/Completed at 2/2/2021 HEDC meeting, included in Affordable Housing Development Application and Housing Trust Fund Annual Plan.
- Encourage housing development that supports the Comprehensive Plan goal for development along major thoroughfares off peninsula/Completed at 2/2/2021 HEDC meeting, included in Affordable Housing Development Application and Housing Trust Fund Annual Plan.
- Review and Discussion of Possible City TIF Policy Amendments consistent with the Green New Deal Referendum and Other Staff Recommendations/Completed at 1/19/2021 HEDC meeting and forwarded to City Council for approval.
- Evaluate the use of the American Community Survey Portland Family Median Income vs. the HUD Portland Metro Area Median Income as the income metric for city funding resources.
- Communication: HomePort Program Guidelines Amendment: Staff provided a summary of the amendments at the 3/2/2021 HEDC meeting, which will also be forwarded to the City Council as a communication, along with the FY2020 HUD Annual Action Plan.
- Iris Network Loan Amendment Request: At the 3/16/2020 HEDC meeting, the Committee reviewed this request to have a 25% PILOT to the City, and the Committee voted unanimously (4-0) to recommend to the City Council declining this request; this will be on an upcoming Council Agenda.

Affordable Housing Public-Private Partnerships

- 45 Brown Street Affordable Housing Tax Increment Financing (TIF) Credit Enhancement Agreement (CEA) Request/Review and tabled at 1/19/2021 meeting. This was further reviewed at the HEDC 3/2/2021 meeting and the Committee voted 3-1 (Zarro) to forward it to the City Council for approval. It also approved a companion item to amend the Downtown TOD TIF for the current property at 45 Brown Street to remain in the

Downtown TOD TIF as Condo Unit 1, and the Affordable Housing TIF would be Condo Unit 2 and its own freestanding Affordable Housing TIF District.

- Other Affordable Housing TIF CEA Requests
- ~~Possible City TIF Policy Amendments consistent with the Green New Deal Referendum and Other Staff Recommendations~~
- Review and Vote to Approve Funding Requests Received from the Affordable Housing Development Fund Applications for City Housing Trust and HOME Funds
- Review City surplus property to sell/lease to support affordable housing.
- Possible amendment to 377 Cumberland Avenue Affordable Housing TIF District to include a new authorized project cost for child care.
- At the 3/16/2021 HEDC meeting, the Committee voted unanimously (3-0) to recommend to the City Council amending the 66 State Street AHTIF to change the developer from Phoenix at Danforth, LP, to DC 66 State LLC; this is on the City Council's Consent Agenda on 4/5/2021.

Real Estate Transactions

- 21 Randall Street Purchase & Sale (P&S) Agreement
- 43/91 Douglass Street P&S Agreement
- Proposal Review and Developer Selection for the City-owned 622 Auburn Street and 0 Gray Road Property followed by P&S Agreement/RFP was issued on March 2, 2021, and responses are due by May 2, 2021.
- Portland Technology Park Sale of Condo Lots. The HEDC held an executive session at its 3/2/2021 to review interest in purchasing lots 6 and 7 and provided direction to staff.
- Portland Harbor Common Plan: At the 3/16/2021 HEDC meeting, it was provided a presentation from Richard Barringer and team on a proposed project between Maine State Pier and Ocean Gateway. The team, on a volunteer basis, created the Plan and Committee consensus were that next steps were creating a financing plan and public input.

Annual Reports and Actions

- Presentation of 2021 Housing Report
- Communication Item - FY21 HUD Annual Allocation Plan
- City TIF District Annual Activity Report
- Committee Annual Accomplishment Report
- Presentation, Annual 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
- Portland Downtown Annual Budget, Work Plan and City Agreement
- Communication Item: Community Development Week – April 5-9, 2021/Fair Housing Month



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

TO:	Councilor Spencer Thibodeau, Chair Members of the Housing and Economic Development Committee
FROM:	Mary Davis, Division Director Housing and Community Development Division
DATE:	April 2, 2021
SUBJECT:	Public Hearing and Vote on Recommendation to the City Council on Proposed Purchase and Sale Agreement for the Sale of City Property at 43 & 91 Douglass Street

I. SUMMARY

Staff is requesting that the members of the Housing and Economic Development Committee vote to recommend to the City Council a Purchase and Sale Agreement for the sale of city-owned property located at 43 and 91 Douglass Street.

II. BACKGROUND

On November 16, 2020, the City Council authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the development team consisting of The Szanton Company and Maine Cooperative Development Partners for the 43 and 91 Douglass Street property.

Douglass Commons LLC is proposing to create two projects on the 43 and 91 Douglass Street site.

Rental Housing Project: The rental housing project will consist of an apartment building including no less than 56 units with a mixture of one, two and three-bedroom units. There will be a minimum of 17 two-bedroom units and 10 three-bedroom units. The rental housing project will maintain affordability for a period of 99 years. At least 40 of the units will be affordable to households earning less than or equal to 60% of the area median income (AMI). The developer intends to finance this project through the Low Income Housing Tax Credit Program, Maine State Housing Authority and a Credit Enhancement Agreement through an Affordable Housing Tax Increment Financing District..

Cooperative Housing Project: The cooperative housing project will include at least 52 units with a mixture of one, two and three-bedroom units. There will be a minimum 12 two-bedroom units and 22 three-bedroom units. The units will be owned by a Limited Equity Cooperative Corporation and will be leased to shareholders. The project will be affordable for 99 years. All of the units will be affordable to households earning less than or equal to 100% AMI. The developer intends to finance this project through the U.S. Department of Housing and Urban Development Section 213 Program and a Credit Enhancement Agreement through an Affordable Housing Tax Increment Financing District.

Terms of the Purchase and Sale Agreement

Purchase Price: \$475,000; \$375,000 from the rental housing project and \$100,000 from the cooperative housing project. A \$10,000 deposit will be required.

Due Diligence Period: Eighteen (18) months from the effective date of the Purchase and Sale Agreement, to complete survey, environmental review, inspections, title examinations, obtain zone change, site plan and other permits or regulatory approvals.

Closing Date: On or before twenty (20) months from the effective date of the Purchase and Sale Agreement.

Construction Start Date: Construction must commence within thirty-two (32) months of the effective date of the Purchase and Sale Agreement.

Buyer's Post Closing Obligations

Rental Housing Project: For a period of 99 years after completion of the rental housing project, at least 40 of the units will be affordable to households earning less than or equal to 60% AMI. After the expiration of the Low Income Housing Tax Credit Program compliance period, the formula to calculate maximum allowable rent will be similar to the formula used in the Inclusionary Zoning Ordinance.

Cooperative Housing Project: 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.

Rights of City To Repurchase Property

If construction does not commence within 32 months of the effective date of the Purchase and Sale Agreement, the City has the right to repurchase the property. A property repurchase price is defined as the purchase price plus all commercially reasonable and documented design, development, construction, and regulatory approval expenses incurred by the buyer and directly attributable to the development of the property. Rights to the designs, plans, approvals, etc. may be assigned or transferred to the City. Any conveyance to the City under the option to repurchase will be subject to mortgages to secure financing for the development of the property.

II. FINANCIAL IMPACT

The \$475,000 purchase price is intended to be reinvested in the athletic fields located in Dougherty Park.

Attachments:

Proposed Purchase and Sale Agreement and its Exhibits:

Exhibit A RFP for Disposition of City-Owned Property located at 43 and 91 Douglass Street

Exhibit B Proposed Boundary Survey (not finalized, subject to change)

Exhibit C Douglass Commons LLC Response to RFP

Exhibit D Minimum Household Size and Maximum Allowable Monthly Rent Calculation

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made this _____ day of _____, 2021 (the “Effective Date”) 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 Douglass Commons, LLC, a Maine limited liability company having a mailing address as provided below (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 3.40 acres of land at or near 43 & 91 Douglass Street, Portland, Maine (the “Premises”) and did advertise RFP #20067 dated April 10, 2020, entitled Request for Proposals for Disposition and Development of City-Owned Property Located at 43 and 91 Douglass 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 078 C002 and a portion of 078 B007 together with the 60 ft. wide proposed street situated between the two parcels, as is generally depicted on the Boundary Survey dated March 1, 2021 prepared by Owen Haskell, Inc. for The Szanton Company, a copy of which is attached as Exhibit B); and

WHEREAS, Buyer submitted a proposal dated June 15, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit C 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 Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) (the “Purchase Price”), subject to the following cost adjustments and conditions:
 - a. Buyer shall deliver to the City the sum of Ten Thousand Dollars (\$10,000.00) (the “Deposit”) within 3 business days after the full execution of this Agreement, which the City shall hold in a non-interest bearing account. The Deposit shall be governed by the terms and conditions of this Agreement and shall be fully refundable until the end of the Due Diligence Period as that term is defined below.
 - b. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM Eastern Time on the day that is eighteen (18) months after the Effective Date (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. Buyer may, in its sole discretion, notify the City in writing that the Buyer elects to terminate the Due Diligence Period sooner and proceed to closing. Within ten days of the Effective Date, the City shall provide copies of, or reasonable access to, all known, non-confidential City files regarding the Premises, including without limitation title files.
- 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 parties acknowledge and agree that the survey attached as Exhibit B is a preliminary draft prepared by Buyer and is subject to change after review, amendment, and approval by both parties. The City will notify Buyer of any objections to the survey within 30 days after the Effective Date. Within 10 days after receipt of any such objection, the Buyer will either provide the City with a revised survey addressing City’s objections to City’s satisfaction, or notify the City that Buyer will not change the survey, in which case the City, will have the right to terminate this Agreement, return the Deposit to Buyer, and neither party shall have any further obligation to the other. Upon City’s acceptance of the survey, Buyer will provide the City with a draft legal description for the Premises, which shall be based on the survey and be subject to the City’s review and approval. The survey and description of the Premises will be prepared by the Buyer at its sole expense. The parties will work together in good faith to complete their review and approval of the survey and legal description on or before the day that is 90 days after the Effective Date.
- c. Rezoning Contingency. Buyer proposes to obtain the Portland City Council’s approval to rezone the Premises (the “Rezoning Approval”) to increase 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. Buyer may terminate this Agreement and receive a full refund of the Deposit if the Rezoning Approval is not received.
- 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) for the residential rental portion of the project an allocation of Federal low-income housing tax credits (“LIHTCs”), other

financing provided by Maine State Housing Authority (“MaineHousing”) and affordable housing tax increment financing from the City including a Credit Enhancement Agreement and (ii) for the cooperative housing portion of the project permanent financing under the U.S. Department of Housing and Urban Development section 213 program and affordable housing tax increment financing from the City including a Credit Enhancement Agreement. Buyer may terminate this Agreement and receive a full refund of the Deposit if the financing contingency described above is not met during the Due Diligence Period.

- 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 environmental, or survey matters 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 and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- 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, including, without limitation, an easement to be reserved by, and in form and substance satisfactory to the City and Buyer, the City for access to, and maintenance, repair, and replacement of, the trail located between the Premises and the I-295 corridor; (ii) easements for utilities servicing the property, in form and substance satisfactory to the City and Buyer, including, without limitation, Utility and sewer (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. The City shall provide a draft of the deed, and of any declaration of covenants and restrictions pursuant to section 11, to Buyer one month before the end of the Due Diligence Period, and the City and Buyer shall in good faith endeavor to agree on the form of the deed prior to the end of the Due Diligence Period.

- h. Existing Natural Gas Equipment and Easement. The City has informed Buyer that the City believes that all or a portion of the existing natural gas pipe and other equipment depicted on Exhibit B may be actually located outside of the easement provided by the City to Unitil. The City shall use best efforts to work with Unitil to resolve the actual location of the gas pipeline and equipment and amend the easement, if necessary, within three months of the Effective Date. If City is unable to amend the Unitil easement to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement as set forth in subsection (i) below.
- i. 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 the City shall return the Deposit to Buyer and 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 tax year during which the closing occurs, 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.** Prior to Closing, in the event that Buyer defaults hereunder for a reason other than the default of the City, the City may terminate this Agreement and retain the Deposit, and neither party shall have any further obligation

to the other. In the event that Buyer defaults on any matters addressed in this Agreement that survive Closing, Seller may pursue all available legal and equitable remedies. 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 and elect in substitution therefor, as its sole remedy, the right to a return of the Deposit.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the Effective Date unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, obtain a return of the Deposit, 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 date and time specified by

two weeks' written notice from Buyer to the City on or before the day that is twenty (20) months after the Effective Date (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.

As set forth in the Proposal, the Project includes a rental housing project and a limited equity cooperative housing project (hereinafter referred to as the "Rental Housing Project" and the "Cooperative Housing Project," respectively). Within thirty-two (32) months of the Effective Date, Buyer shall commence construction of both the Rental Housing Project and the Cooperative Housing Project.

a. Rental Housing Project.

- i. The Rental Housing Project will consist of an apartment building including no less than 56 units, with a mixture of one-, two- and three-bedroom units. In no event shall the Rental Housing Project include fewer than 17 two-bedroom units and 10 three-bedroom units.
- ii. For a period of 99 years after the Rental Housing Project has been completed, at least 40 units in the Rental Housing Project shall be affordable to households earning less than or equal to 60% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if the Project is financed with the LIHTC program. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof. However, if the Rental Housing Project is financed under the Federal Low Income Housing Tax Credit (LIHTC) Program, maximum allowable rent shall

be the maximum allowable rent under the Federal LIHTC Program during the applicable time period for that Program. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the Rental Housing Project for the remainder of the 99-year period.

b. Cooperative Housing Project.

- i. The Cooperative Housing Project will include at least 52 units, with a mixture of one-, two-, and three-bedroom units owned by a Limited Equity Cooperative Corporation (the “Co-op”) and leased individually to the resident shareholders of the Co-op (the holding of a Co-op share and lease agreement together constituting a resident’s “cooperative interest”). In no event shall the Cooperative Housing Project include fewer than 12 two-bedroom units and 22 three-bedroom units.
- ii. Upon the issuance of a certificate of occupancy for all or a portion of the Cooperative Housing Project, or at such earlier or later time as the Buyer, in its discretion, may determine, the Buyer shall convey the Cooperative Housing Project to the Co-op organized in accordance with the Maine Cooperative Affordable Housing Ownership Act, 13 M.R.S.A. §1741-1762, as may be amended or any successor provisions thereto (the “Act”). References below to particular provisions of the Act include any successor provisions to the provisions referenced.
- iii. Rent Restrictions. For a period of 99 years after the Cooperative Housing Project has been completed, all residential units in the Cooperative Housing Project shall be affordable to households earning less than or equal to 100% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, “affordable” means that the percentage of income a household is charged in connection with (i) its cooperative interest and other housing expenses, including utilities, shall not exceed 30% of the household’s gross monthly income or (ii) its rent and other housing expenses, including utilities, shall not exceed 30% of the household’s gross income. Minimum household size allowed per unit and the formula for calculating maximum allowable purchase price and monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof.
- iv. Income Restrictions. Except as provided below regarding the initial sale of cooperative interests, a household may only purchase a cooperative interest in a unit or if its income is not more than 100% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development (“HUD”) at the time of purchase. This income test will be used only at the time of the household’s purchase. No income test shall apply for subsequent

transfers to family members (as reasonably defined by the Co-Op Entity) or to a cooperative membership interest which is inherited or transferred upon death to a beneficiary. At the time of the initial sale of cooperative membership interests in the Co-op, up to 20% of the cooperative membership interest may be sold to households earning up to 120% AMI. All subsequent sales must be to households earning no more than 100% of AMI.

- v. The articles of organization for the Co-op shall provide that in the event the Co-op shall be dissolved, its assets will be distributed in accordance with §1754 (6) of the Act. In such dissolution, the Co-Op's assets will be used first to pay all debts and other obligations of the Co-op, then to make any distributions to members required under the Co-Op's limited equity organizational documents, then any remaining balance shall be paid to the City or, at the Buyer's option with the consent of the City not to be unreasonably withheld, to another organization permitted under §1754 (6) of the Act.

c. **Option to Repurchase All or a Portion of the Premises.**

(i) If Buyer, its successors, assigns, or transferees commences no construction of any portion of the Project to be located on the Premises within 32 months of the Effective Date, the City shall have the right, but not the obligation, to repurchase the Premises and all improvements thereon (collectively, the "Property") at the Purchase Price (the "Property Repurchase Price") plus all commercially reasonable and documented, design, development, construction, and regulatory approval expenses ("Approved Expenses") incurred by Buyer, or successors, to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase the Property. The parties acknowledge and agree that the Approved Expenses are intended to include only costs incurred directly in connection with the development of the Property for documents, agreements, designs, plats, plans, approvals, and construction, the rights to which may be assigned or transferred to the City. In no event shall the **Approved** Expenses include salaries, developer fees, or the like paid by Buyer, its successors or assigns to their members, shareholders, partners, employees, or agents.

(ii) If Buyer conveys a portion of the Property (the "Co-Op Site"), which conveyance may be by creating and conveying a land condominium unit, to a separate entity (the "Co-Op Entity") for purposes of that entity developing the Cooperative Housing Project, and the Co-Op Entity fails to commence construction of the Cooperative Housing Project within 32 months of the date of this agreement or fails to complete construction of the Cooperative Housing Project within fifty (50) months of the date of this agreement, the City shall have the right, but not the obligation, to purchase the Co-Op Site and all improvements thereon for a price equal to One Hundred Thousand Dollars (\$100,000) ("Co-Op Repurchase Price") plus Approved Expenses incurred by Buyer, or successors, for purposes of developing the Co-Op Site to the date on which the City notifies Buyer, its

successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of the Co-Op Site to the City will (i) be subject to any and all rights of the Rental Housing Entity (defined below) or pursuant to any condominium documents that affect or burden the Co-Op Site and (ii) include any and all rights of the Co-Op Entity over the Rental Housing Site (as defined below) or pursuant to any condominium documents.

(iii) If Buyer conveys a portion of the Property (the “Rental Housing Site”), which conveyance may be by creating and conveying a land condominium unit, to a separate entity (the “the Rental Housing Entity”) for purposes of that entity developing the Rental Housing Project, and the Rental Housing Entity fails to commence construction of the Rental Housing Project within 32 months of the date of this agreement or fails to complete construction of the Rental Housing Project within fifty (50) months of the date of this agreement, the City shall have the right, but not the obligation, to purchase the Rental Housing Site and all improvements thereon for a price equal to \$375,000 (the “Rental Housing Repurchase Price”) plus Approved Expenses incurred by Buyer, or successors, for purposes of developing the Rental Housing Site to that the date on which the Property is conveyed to the City. Any conveyance of the Rental Housing Site to the City will (i) be subject to any and all rights of the Co-Op Housing Entity (defined below) or pursuant to any condominium documents that affect or burden the Rental Housing Site and (ii) include any and all rights of the Rental Housing Entity over the Co-Op Site (as defined below) or pursuant to any condominium documents.

(iv) Any conveyance to the City pursuant to the City’s option to purchase shall be subject to all mortgages of record placed by Buyer, its successors and assigns, but only if such mortgages secure financing of the development of the Premises (the “Permitted Mortgages”). In the event that there are any Permitted Mortgages on the Property, or portion thereof, at the time City exercises its right to repurchase, the parties agree that the City shall have the option to pay the applicable Repurchase Price and Approved Expenses to the first priority mortgagee. City and its successors and assigns agrees to enter into such agreements on reasonable commercial terms as may be requested by the lenders and/or investors of Buyer, its successors and assigns, to provide such lenders or investors notice and cure rights. In furtherance, but not in limitation of the foregoing, as long as MaineHousing holds a Permitted Mortgage on the Premises, no notice given by the City to the Buyer, its successors and assigns under the City’s deed shall be valid unless and until a copy of the notice is given to MaineHousing at Maine Housing at Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Department. MaineHousing shall have the right, but not the obligation, to cure any default or perform any obligation under the City’s deed for thirty (30) days beyond any period during which Buyer, its successors and assigns may cure any default or perform any obligation under the City’s deed. If the City exercises any of the above right to purchase, Buyer or its successor

shall convey the Property to the City, free and clear of all encumbrances other than the Permitted Mortgages and any utility easements granted by Buyers its successors and assigns, and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. The City agrees to make reasonable modifications to the provisions regarding the City's repurchase rights to facilitate mortgage and development financing for the Project. The rights to purchase shall be assignable by the City.

(v) Buyer anticipates that the Co-Op entity will grant a mortgage on the Co-Op Site to a lender or investor to finance the purchase of the Co-Op Site and preconstruction development costs including the Co-Op's \$100,000 portion of the acquisition price, Approved Expenses and related customary and commercially reasonable financing costs (such financing is referred to as the "Pre-Development Mortgage Loan"). Buyer, for itself, its successors, and assigns, including the Co-Op Entity, agrees that it will not encumber the Co-Op Site with mortgages other than the mortgage securing Pre-Development Mortgage Loan and that such mortgage shall not exceed in the aggregate the Co-Op Pre-Development Appraised Value (as defined below) at any time prior to the closing of the full construction financing for the Cooperative Housing Project (the "Co-Op Construction Loan Closing"). Prior to the Co-Op Construction Loan Closing, notwithstanding any other provision of this Agreement, the total amount that the City is required to pay to repurchase the Co-Op Site upon exercise of its option as provided above, including Approved Expenses, shall be limited to the then-outstanding balance of the mortgage securing the Pre-Development Mortgage Loan.

The term "Co-Op Pre-Development Appraised Value" means the appraised value of the Co-Op Site as determined by an appraisal, made in accordance with all applicable professional standards, obtained by the lender making the pre-development mortgage loan to the Co-Op entity. The Co-Op entity agrees to provide a copy of that appraisal to the City prior to entering into such mortgage loan.

The provisions of this Section 11(c)(v) shall cease to apply as of the Co-Op Construction Loan Closing.

- d. For all purposes of this Section 11, construction will be deemed completed for a portion of the Project upon the issuance of a Certificate of Occupancy by the City for that portion. Upon termination of the City's option with respect to a portion of the Project, the City will, at the request of the Buyer, its successors and assigns execute and record an affidavit indicating that the City's option has terminated with respect to all or a portion of the Project. Notwithstanding anything else to the contrary in this Section 11, in the event that the City fails to give the notice exercising the City's option on or before the date that is 31 months after the Closing Date, then the City's

option shall terminate automatically without the need for further writing or recording.

- e. Notwithstanding the above provisions, if after closing, Buyer, or its successors, assigns, or transferees determines that it is not feasible to develop the Property as a rental housing project using Maine State Housing Authority financing or as a cooperative leasing/ownership structure, Buyer may develop the Property using a different financing or leasing/ownership structure so long as the unit mix and affordability criteria provided in this Agreement are satisfied. If the Buyer or its successors does so within the time periods specified, the City shall not have the right to repurchase the Property.
- f. 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: Douglass Commons LLC
c/o The Szanton Company
482 Congress, Suite 203
Portland, ME 04101

And to:

Maine Cooperative Development Partners, LLC
c/o Brian Eng
6 City Center, Fl. 3
Portland, ME 04101

With a copy to: John S. Kaminski
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101

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

DOUGLASS COMMONS, LLC

WITNESS

By: _____
Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

CITY of PORTLAND, MAINE
Request for Proposals for Disposition of City-Owned Property
Located at 43 & 91 Douglass Street
RFP #20067

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 43 & 91 Douglass Street. The site is designated on the City of Portland Tax Assessor's Map as lot CBL 078 C002 & 078 B007.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:15 p.m., Tuesday, June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 43 & 91 Douglass Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 43 & 91 Douglass Street, which currently is a vacant lot but was the former site of the West School.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) on the recommendation of the Housing Committee to market the City-owned vacant property located at 43 and 91 Douglass Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

- a. Location:** 43 & 91 Douglass Street, as identified in the City of Portland Assessor's records as lot CBL 078 C002 and 078 B007, in the R-5 zone. The lot includes the former site of the West School. The site for disposition includes a portion of 91 Douglass Street, but not the entire lot (See Attachment 2).
- b. Existing Conditions:** 43 & 91 Douglass Street is located on two parcels with frontage on Douglass Street in the Libbytown neighborhood. A right-of-way bisects the two parcels. The surrounding context is predominantly residential with the majority of homes in the area being one and multi-family structures. Dougherty Play Field abuts the property to the north.
- c. Current use:** Vacant lot.
- d. General Dimensions:** 43 Douglass Street (estimated at .3981 acres), and an estimated 2.85-acre portion of 91 Douglass Street.
- e. Current Zoning:** R-5. The minimum lot size in the R-5 zone is 6,000 square feet for residential development (single-family and two-family), 9,000 square feet for a multi-plex development (three-family or more), and 2 acres for a planned residential unit development (PRUD). This parcel would allow for residential, multi-family, and PRUD development. The minimum lot area per unit in a PRUD is 3,000 square feet; the maximum units per building is 12 units. At an estimated 141,570 square feet, the maximum number of residential units that could be developed within a PRUD is 47 units. For complete zoning requirements, please refer to Chapter 14, Land

Use, of the City Code.

- f. **Rezoning:** Higher density zoning that furthers exceptional projects and other city goals as outlined in Section III may be considered. It should be noted that changes to zoning require both Planning Board and City Council approval.
- g. **Condition of the property at the time of sale:** This parcel is the location of a former city-dump, and later the West School. A natural gas line and gas company easement are located in the right-of-way and the 43 Douglass Street parcel thus precluding development over these sites. A 40' wide sewer easement is also identified in the unbuildable portion of the site.
- h. **Environmental Conditions:** A Phase II Environmental Site Assessment (ESA) has been completed to evaluate current environmental conditions. Based on findings, special soil disposal restrictions may be required. Participation in the Maine DEP Voluntary Response Action Program (VRAP) should be considered. The Phase II ESA will be available on-line.
- i. Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income (AMI). Currently, 60% AMI for a family of four is \$55,800 and 120% AMI for a family of four is \$111,600.

Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount.

Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The development's buildings shall be designed to meet the City's Green Building Code.
3. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.
4. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as an investment property. Units shall not be rented for short-term periods of one to thirty days.
- Property Sale Price. The City expects to receive Fair Market Value (“FMV”) for the property.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
 - a. 20 points - all units meet the City’s Goals and Terms noted in Section III
 - b. 15 points - at least 75% of the units meet the City’s Goals and Terms noted in Section III
 - c. 10 points - at least 50% of the units meet the City’s Goals and Terms noted in Section III
 - d. 0 points - project does not meet the City’s Goals and Terms noted in Section III
2. Economic diversity - 10 points
 - a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
 - b. 0 points - does not promote economic diversity
3. Age Inclusive – 10 points
 - a. 10 points – creates housing which is age inclusive
 - b. 0 points – does not create housing which is age inclusive

Impact on surrounding neighborhood, including design.

25 points

1. Project Design -15 points
 - a. 15 points - the proposal is consistent with design characteristics
 - b. 10 points - the proposal is an adequate fit with neighborhood characteristics
 - c. 0 points - the design is a significant outlier
2. Amenities and unit design - 10 points
 - a. 10 points - amenities & unit design are well thought out and appropriate for residents
 - b. 5 points - amenities & unit design are adequate

- c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

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

35 points

1. Readiness to proceed - 15 points
 - a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
 - b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s)
2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
 - b. 8 points - development team members have the human and financial resources to complete this project
 - c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
 - d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

- a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
- b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.

- c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.
- d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.
- e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
- f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.
- g) **Purchase Price:** Proposed purchase price for the property.
- h) **Copies:** Seven (7) copies, with the original so marked, and one (1) digital copy of each proposal shall be submitted.

V. SALE INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information, may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRS Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale of the property.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract, which shall be issued to the successful proposer

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

- A. Proposal Signature
- B. Portland Assessor's Record
- C Site Map
- D Phase II ESA available online

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____

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

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

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

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

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

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

This page contains a detailed description of the Parcel ID you selected.

New Search!

Current Owner Information:

CBL	078 C002001
Land Use Type	GOVERNMENTAL
Verify legal use with Inspections Division	
Property Location	43 DOUGLASS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	78-C-2 DOUGLASS ST 43-53 REAR PROPOSED ST 17340SF
Rental Registration	No
Acres	0.3981

Current Assessed Valuation:

TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$49,000.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	389 CONGRESS ST
MUNICIPAL TYPE	(\$49,000.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	\$0.00	
TAX AMOUNT	\$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

This page contains a detailed description of the Parcel ID you selected.

New Search!

Current Owner Information:

CBL	078 B007001
Land Use Type	GOVERNMENTAL
Verify legal use with Inspections Division	
Property Location	91 DOUGLASS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	78-B-7 DOUGLASS ST 91-105 195648 SF
Rental Registration	No
Acres	4.4915

Current Assessed Valuation:

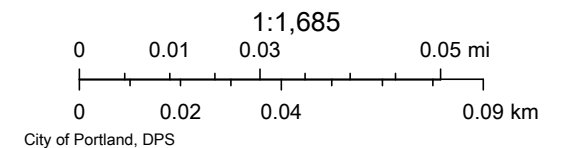
TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$489,100.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	389 CONGRESS ST
MUNICIPAL TYPE	(\$489,100.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	\$0.00	
TAX AMOUNT	\$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

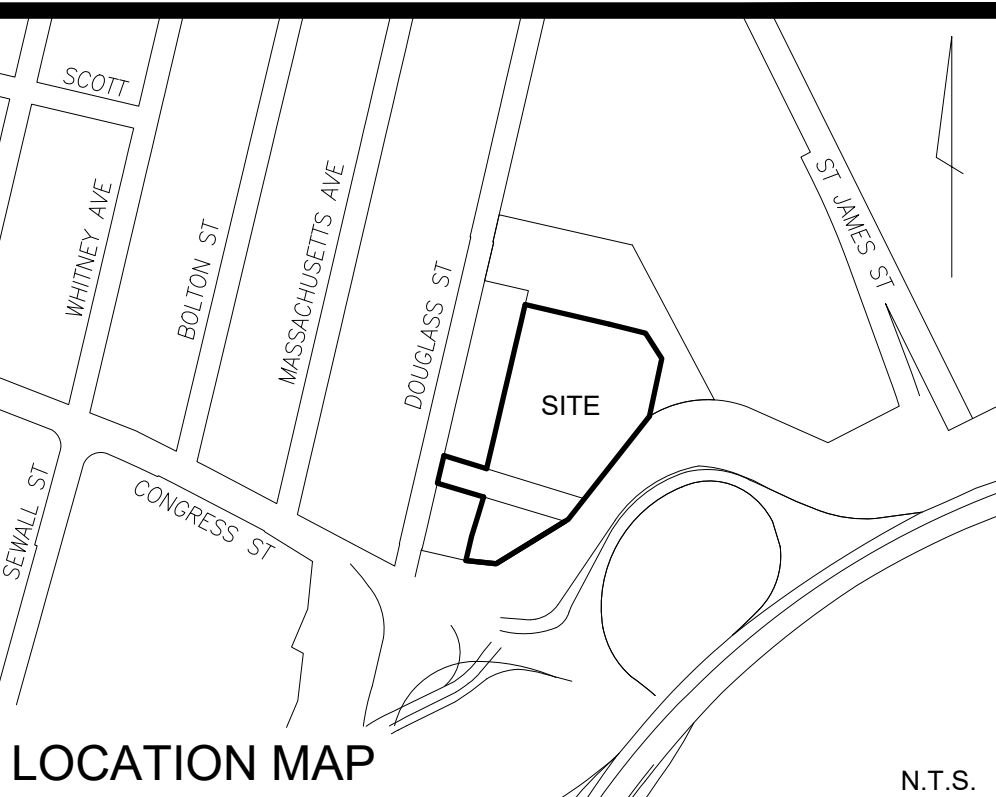
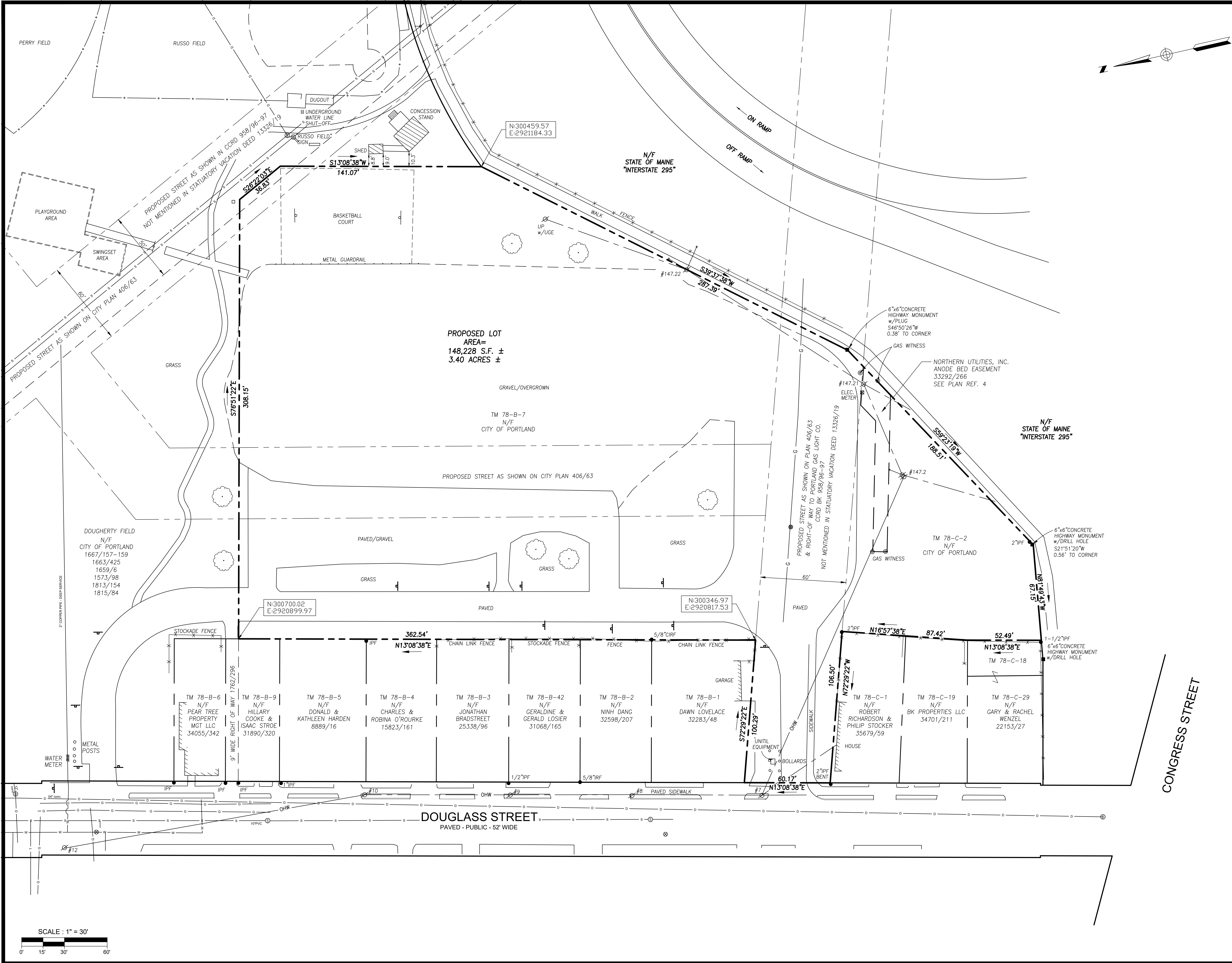


3/10/2020, 12:45:58 PM

█ Override 1



City of Portland, DPS



LEGEND

●	IRON PIPE OR ROD FOUND	—X—X—	FENCE
■	MONUMENT FOUND	———	CURB
○	UTILITY POLE	—OHW—	OVERHEAD WIRES
⊙	MANHOLE	—D—	STORM DRAIN
⊕	SIGN	—S—	SANITARY SEWER
⊗	WATER VALVE OR SHUTOFF	—G—	GAS LINE
⊙	TREE	—W—	WATER LINE
		—IPF/IRF—	IRON PIPE OR ROD FOUND
		N/F	NOW OR FORMERLY
		000/000	DEED BOOK / PAGE

- PLAN REFERENCES**
- BOUNDARY WORKSHEET OF DOUGHERTY FIELD DOUGLASS STREET, ST. ST. JAMES ST. AND INTERSTATE 295, BY THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT ENGINEERING SECTION DATED MARCH 2006, CITY PLAN 991/3.
 - PLAN OF PROPERTY IN PORTLAND, MAINE BELONGING TO THE J.B. BROWN & SONS CORP & HEIRS OF ST JOHN SMITH BY E.C. JORDAN & CO., CITY PLAN 463/5.
 - PLAN OF LAND CONGRESS AND DOUGLASS STREETS OWNED BY CITY OF PORTLAND PARK COMMISSION BY CHANDLER H. BARRON C.E. DATED NOVEMBER 1946, CITY PLAN 799/8.
 - ANODE BED EASEMENT DOUGLASS STREET AT DOUGHERTY FIELD BY CITY OF PORTLAND PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION DATED 09/30/2016, CITY PLAN 882/53.
 - MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE HIGHWAY "295" PORTLAND CUMBERLAND COUNTY FEDERAL AID PROJECT NO. 1-295-3(24)8(25) DATED MAY 1967.

- GENERAL NOTES**
- OWNER OF RECORD: CITY OF PORTLAND
389 CONGRESS STREET, PORTLAND, MAINE
TAX MAP 78 BLOCK C LOT 2
TAX MAP 78 BLOCK B LOT 7
 - BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83 PER PLAN REFERENCE 1.
 - THE SURVEYED PROPERTY IS IN THE R5 RESIDENTIAL ZONE.

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 SURVEY HAS NOT PHYSICALLY LOCATION THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE 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.

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.

RANDY R. LOUBIER, PLS #2407

DATE

Boundary Survey
At
43 & 91 Douglass Street, Portland, Maine
Made for
The Szanton Company
482 Congress St., Ste. 203, Portland, Maine

**OWEN HASKELL, INC.**
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424
DRAWN BY: RS / JLB DATE: MARCH 1, 2021 JOB NO. 2021-026 P
CHECKED BY: RRL SCALE: 1" = 30' DRWG. NO. 1

A. Developer

RFP#20067

Nathan Szanton
482 Congress, Suite 203
Portland, ME 04101
nszanton@szantoncompany.com
Phone: 207-871-9811
Fax: 207-245-6442

Alternative Contact:
Carl Szanton
cszanton@szantoncompany.com
Phone: 207-712-6191

B. Douglass Commons Proposal

Imagine a neighborhood that has gardens, courtyards, and green alleys where children of diverse backgrounds play and ride their bikes. Where adults chat about how to manage the grounds, while gardening in raised beds. Where in winter, a single mom and a retiree can share a cup of coffee in a warm, plant-filled space, while watching kids on the snowy playground outside. A neighborhood where retirees, immigrant families, and single parents have the option to rent or own their home, at an affordable cost, and share outdoor gardens and play space.

Douglass Commons aims to be that neighborhood, by building a mix of affordable apartments and Limited Equity Ownership homes on the former West School Site in the Libbytown Neighborhood of Portland, Maine. We hope that our vision will become a replicable model of diversity, equity, cooperation, and community throughout the city and region.

Proposed Use to Achieve the City of Portland's Goals: Market Demand (20 Points)

85% of homes will be priced to be affordable for households earning between 60%-100% of Area Median Income (AMI). Affordability restrictions on Limited Equity Co-op units will be permanent, and for the Apartments, the longest period allowed by law, secured by covenants.

Economic Diversity (10 Points) Douglass Street Commons provides housing options which promote economic diversity in the neighborhood by creating a mixed-income community with long-term affordability in both the Apartments and Co-op homes.

	LIHTC Apartments		Co-op Ownership		Apartments + Co-op	
Income Level: % of Area Median Income (AMI)	Homes	%	Homes	%	Homes	%
50% AMI	16	29%	0	0%	16	15%
60% AMI	24	43%	14	27%	38	35%
80% AMI	0	0%	17	33%	17	16%
Market Rate	16	29%	0	0%	16	15%
100% AMI	0	0%	21	40%	21	19%
Total	56	100%	52	100%	108	100%
Total homes between 60-100% AMI					92	85%

Age Inclusive (10 Points) Both the Co-op and Apartments provide housing which is age-inclusive. There will be large homes and play space for families with children, and small homes, social rooms, and gardens for adults of all ages. Cooperative ownership, shared spaces, and management of co-op by the Cooperative Development Institute will help cultivate community cohesion. We estimate 250 new residents, including 100 children.

Impact on Surrounding Neighborhood: Project Design (15 points)

Our proposal is consistent with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The 3.24 acre site is a vacant lot bounded by playing fields, a site for a future playground, single family and multifamily homes, and a highway ramp. We hosted two design charrettes with both existing neighbors and future residents, and won support from the neighborhood association for our design. Douglass Commons will improve the neighborhood by:

- Creating green space and pathways, connecting transit, trails, and sidewalks that are welcoming to existing neighbors, bikers, pedestrians, and children.
- Facing new homes towards the future Douglass Street playground, fields, and skate park, will make them safer for neighborhood children.
- Replacing the road behind the existing homes on Douglass Street with trees.
- Placing new two-story homes near existing homes and larger buildings farther away.
- Providing community meeting space to the existing neighborhood.
- Accommodating storm water runoff with rain gardens.

Amenities and unit design (10 points)

Amenities & unit design have been well thought out and are appropriate for residents. A mix of unit sizes accommodate a wide range of household sizes and types. The Co-op is a combination of townhomes and 12 unit buildings with community rooms that look out onto patios and green spaces for outdoor eating and play, shared guest rooms, balconies, shared cars, garden plots, and EV charging stations. The Apartments will have a fitness room, community room, bike storage room, and an on-site resident services coordinator and property manager. The Apartments and Co-ops buildings will likely be built to passive house standards and have solar panels, exceeding the city's green building standards. The current unit mix estimates for the Apartments are as follows: 28 one-bedroom; 17 two-bedroom; 10 three-bedroom units. The current unit mix for the Co-op is as follows: 18 one-bedroom, 12 two-bedroom, 6 three-bedroom + 16 three-bedroom townhomes.

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

- **Readiness to proceed (15 points)** We have letters of commitment or interest from all projected sources of funding except where procurement rules disallow.
- **Track record of development team (10 points)** Every development team member has a successful track record with this type of project and at this scale.
- **Current capacity of development team (10 points)** Our development team members have exceptional depth of human and financial resources to complete this project.
(See attachments for details)

Proposed Re-Zoning

The current zoning, R-5, allows a maximum of 47 units as planned residential unit development (PRUD). Based on the city's stated willingness to rezone to maximize the number of affordable

homes, to allow higher density to further exceptional projects, and to further the city's comprehensive plan, we plan to request a rezone to R-6 to allow for approximately 108 units.

C. Financial Feasibility

Prospective and Committed Sources of Funding & Letters from Lending Institutions

Apartments

- MaineHousing (Affordable housing tax credits, debt) - letter attached
- Northern New England Housing Investment Fund (investment in tax credits) - letter attached
- Bangor Savings Bank (construction loan) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years)

Co-op

- Centennial Mortgage HUD Section 213 Loan - letter attached
- Cooperative Fund of New England (CFNE) - Pre-development Funds - letter attached
- Share sales from prospective residents - equivalent of down payment on condo (Approximately \$20,000/unit, variable by income level) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years) - letter not allowed
- City of Portland Housing Trust Fund (\$400,000 est.) - letter not allowed
- Maine Housing Community Solutions Grant (\$400,000 est) - letter not allowed
- GPCOG & EPA Brownfield Funds (up to \$750,000, if needed) - letter now allowed

Attachments:

Attachment 1: Site Images

Site Photographs and Maps
Proposed Site Plan & Rendering

Attachment 2: Letters of Interest and Support

Letters: Libbytown Neighborhood Association, Cooperative Development Institute, Prospective Residents, MaineHousing, Northern New England Housing Investment Fund, Bangor Savings Bank, Centennial Mortgage, Cooperative Fund of New England

Attachment 3: Team Portfolios. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

Portfolios: Szanton Company, Maine Cooperative Development Partners, Kaplan Thompson Architects, Aceto Landscape Architects, Archetype Architects, UHAB, Cooperative Development Institute, Acorn Engineering, Credere Associates.

C. Financial Feasibility cont. Development and Operating Budgets

Co-op Development Budget

Project Costs		Project Sources	
Land Acquisition	\$100,000	HUD 213 Loan	\$13,038,000
Construction	\$11,866,328	Co-op Member Equity	\$1,162,050
Brownfields	\$750,000	EPA Brownfields	\$750,000
Professional & Consulting / Soft Costs	\$1,216,198	Housing Trust + Community Solutions Grants	\$800,000
Financing Costs	\$1,022,836		
Architect	\$794,688		
Total	\$15,750,050	Total	\$15,750,050

Co-Op Operating Budget

Annual Income	
Income from Rents	\$1,149,415
AHTIF Income	\$193,000
Total Income	\$1,342,415
Annual Expenses	
Admin: Advertising, legal, software	\$50,500
CDI Resident Services, Training	\$25,000
Utilities: Electricity, Water & Sewer, Internet	\$76,600
Replacement Reserve	\$25,000
Taxes & Insurance	\$277,000
Maintenance: snow, trash, landscape, repairs	\$50,400
Total Expenses before Debt Service	\$504,500
Net Income before Debt Service	\$837,915
Debt Service	\$803,900
Net surplus	\$34,015

C. Financial Feasibility cont. Development and Operating Budgets

Apartments Development Budget

Project Costs		Project Sources	
Land Acquisition	\$375,000	Equity – Federal Housing Tax Credits	\$6,879,312
Construction Including Environmental Remediation	\$10,876,172	Interest-Only Mortgage from Maine Housing	\$6,474,690
Consulting & Professional Fees	\$845,500	Deferred Loan from MaineHousing	\$800,000
Financing Fees & Construction Loan Interest	\$604,398		
Architectural /Engineering	\$457,000		
Operating Escrows	\$609,932		
Legal	\$176,000		
City/State/Federal Fees	\$135,000		
Insurance	\$55,000		
Taxes	\$20,000		
Total	\$14,154,002	Total	\$14,154,002

Apartments Operating Budget

Annual Income	
Annual Residential Rents	\$782,507
Laundry Income	\$13,440
Proposed TIF returned from City	\$75,600
Total Income	\$871,547
Annual Expenses	
Administrative	\$112,579
Utilities	\$75,400
Maintenance	\$105,000
Taxes & Insurance	\$106,400
Debt Service	\$388,482
Required Reserve Contributions	\$25,200
Total Expenses	\$813,061
Annual Cash Flow	\$58,486

D. Timetable:

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

Month	Apartments	Co-op
April 2020	RFP Released, Form team	
May 2020	Outreach to future residents, and neighborhood groups for Design Charrettes	
June 2020	RFP Deadline	
Aug 2020	RFP Award, Obtain site control, Apply for new EPA Phase 1, do additional Brownfield tests, apply for CFNE funds for Co-op	
Oct 2020	Apply for EPA Brownfield Grant	
Jan 2021-July 2022	Start TIF request to City of Portland, LIHTC apply for CDBG Funds from Maine DECD, Work on obtaining Zone Change from City of Portland	
Mar 2021	EPA Brownfield Award Notification	
Mar 2021	Market Study, Obtain renewed letters of interest from investor and construction loan support	Apply for Housing Trust Fund and Community Solutions Grant, Start HUD Concept Package
Jun 2021	Planning Board Review	Market Study, Marketing, Start Pre-sales
Jul-Sep 2021	Prepare & submit Tax Credit Application to Maine Housing	Start HUD Phase I application, Design & Permitting, HUD Processing
Nov 2021- Apr 2022	Get results of LIHTC Application Review, Design Development and Construction Documentation	Design Development and Construction Documentation
Dec 2021 - Jan 2022	Interview and select construction manager	Interview and select construction manager
Mar 2022	Start Construction Bidding Process	Start Construction Bidding Process
May 2022	Receive Construction Bids	Receive Construction Bids
Jul 2022	Construction Loan Closing	HUD 213 Loan Closing
Jul 2022- Aug 2023	Construction	Construction
Aug 2023	Doors Open	

E. Developer Capacity:

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

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. The Szanton Company has an exceptional depth of human and financial resources to complete this project. They have currently completed 9 projects of this size and scale, and their 10th and 11th are currently in construction. The Szanton Company has brought on a number of its specialists to aid with designing this innovative village that excel in green design, site planning, and environmental remediation. The Szanton Company is committed to long-term ownership of its apartment assets. In 2013, it founded Saco Falls Management, its property management arm, to ensure the highest standards of appearance and livability for our residents, neighbors, and communities. The Co-op team has assembled a team of local professionals with excellent reputations, supported by outside consultants to cover every aspect of a new construction limited equity cooperative of this size. The HUD 213 program is designed specifically for cooperatives, and offers favorable terms which support long-term affordability. Project completion is projected for summer 2023. The Apartment and Co-op teams will work together on overall site design, civil engineering, zone change, and brownfields cleanup.

See Attachment 3: Portfolios

Team Member	Company	Role	Similar Projects Completed
Nathan Szanton	The Szanton Company	Apartment Developer President	Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block, 48 Hampshire, Huse School Apartments, Mill at Saco Falls, Lofts at Saco Falls, Lofts at Bates Mill
Robert Monks	The Szanton Company	Partner	Created over 6,000 units of affordable housing across the country; In Portland, redeveloped the Portland Performing Arts Center, Baxter Library, and Oak Street Dorms

Amy Cullen	Saco Falls Management	Apartment Management President	Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block, Huse School Apartments, Mill at Saco Falls, Lofts at Saco Falls, Lofts at Bates Mill
David Lloyd	Archetype Architects	Apartment Architect	Verdante, Hobson's Landing, 20 Thames Street, Bramhall Row, 118 on Munjoy Row, One Joy Place, Luminato, 81 Danforth, Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block
Brian Eng	Partner, Maine Cooperative Development Partners	Co-op Development Team	M North in Orlando, 288-units in Orlando, Florida. (https://www.mnorthorlando.com/) Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Partner, Maine Cooperative Development Partners	Co-op Development Team	645 Congress Street (with Shinberg/Alfond), Danforth on High (Rando Orbit/Peter Bass), 58 Boyd (Portland Housing Authority), all Portland.
Matt Peters	Partner, Maine Cooperative Development Partners	Co-op Development Team	Young St Apartments, South Berwick; Ridgewood II, Gorham One Meeting Pl, Exeter, NH; Meadows, North Hampton, NH; Carleton St, Portland; Bayside Anchor, Portland; Bartlett Woods, Yarmouth
Jesse Thompson	Kaplan Thompson Architects	Co-op Architect	Parris Terraces, Portland ME; Harborview Townhomes, Portland ME; Blackstone Senior Living, Falmouth, ME; Bayside Anchor Apartments, Portland, ME
Nick Aceto	Aceto Landscape	Landscape	The Downs, Scarborough ME (510

	Architects	Architect	Acre Mixed-Use Master Planned Community); Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen COmmunity https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Rip Patten	Credere Associates LLC	Brownfield Assessment & Cleanup Consultant	Marada Adams School, 48 Moody Street, Portland; Thornton Heights Commons, 611 Main Street, South Portland; State Street School, 261 Center Street, Brewer
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units); Charter Oaks, Arundel, ME (40 units); Sunset Terrace, Rockland, ME (76 units); Wardtown Cooperative, Freeport, ME (60 units); Halifax Mobile Home Estates Association, Halifax, MA (430 units); Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment; Munjoy Heights; 200 Valley St - Avesta; Little Dolphin Drive & Jocelyn Place, 89 Anderson; The Hiawatha

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

The Co-op and Apartments will be managed separately.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership structure, management, and will ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB in New York City, will be a consultant to set up a structure to train future residents in managing their buildings, and help seed future cooperative ownership projects.

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

There are currently over 20 households of prospective residents that have been meeting for over a year. The group includes multiple established immigrant families that share a vision of mixed-income ownership housing with shared community facilities and outdoor space. The development team will continue to work with these residents to crystalize their vision for site design, for self-governance, and to recruit more households.

The Apartments will be managed by Saco Falls Management, which manages all of The Szanton Company's buildings. Saco Falls Management was founded in 2013 to manage properties developed by The Szanton Company, of which Nathan Szanton, Robert C. S. Monks, and Amy Cullen are the primary owners. Upon its founding, Saco Falls Management took over management of six properties with the addition of three properties since its opening. Its portfolio includes Casco Terrace, Walker Terrace, and 53 Danforth in Portland, ME; The Mill at Saco Falls and The Lofts at Saco Falls in Biddeford, ME; The Lofts at Bates Mill and The Hartley Block in Lewiston, ME; The Huse School Apartments in Bath, ME; and The Squamscott Block in Exeter, NH. Nathan Szanton, Robert C. S. Monks, and Amy Cullen are the owners of Saco Falls Management.

Both Apartment and Co-op homes will be principal residences and will not be used to conduct business (except for a home occupation allowed under the City of Portland zoning ordinance) or as investment properties. Units may not be rented for short-term periods of one to thirty days.

G. Purchase Price:

The City expects to receive Fair Market Value (“FMV”) for the property. This is a desirable location with many nearby amenities, but its environmental history makes it a difficult and expensive site to develop housing, especially affordable, quality housing with safe outdoor space for families.

Historically, the former West School site and most of Dougherty Field were part of the salt marsh that ran from Back Cove almost to the Fore River. The site was under water until 1869, then was excavated for its clay to use in brick manufacturing. The site was then used from the early 1900s until the 1950s by the City of Portland as a municipal dump. In 1961, the City planned and built the West School on the site, then used it as an education, continuing education, and community center until 1997. The site still has solid waste buried 18 to 24 inches under the surface and soil contaminated with lead. The former West School building experienced structural and environmental problems from 1981 to 1997, as a result of settling and methane gas from the former landfill. There are also a gas company easement and sewer easement making significant portions of the site unbuildable.

We are committed to avoiding the environmental and site design mistakes that resulted in safety and structural issues for the West School, and creating permanent spaces for future residents, just as we are planning for long-term affordability. Because of the seriousness of the contamination, the environmental remediation costs will be significant.

We began our estimate by assuming a value for clean land in this location of \$450,000/ acre. Of the 141,487 SF of lot area, we currently estimate 40,000 SF of building footprint, and an additional 5,000 SF of areas for community garden and child play that requires clean soil, and an additional 10% for planning, management, and contingency. At an estimated \$20/sf to remove and/or replace soil, our estimate ranges from \$750,000 to \$1,000,000 in anticipated costs. So we estimate \$1,458,000 minus up to \$1,000,000 in remediation costs, many of which won't be known until we are fully committed to the development of the site, and the delay of up to a year's worth of staff time, property taxes, and uncertainty, while we apply for EPA Brownfield funds and conduct remediation.

Taking into account the best interests of the existing and prospective neighbors, and the city's intention to provide affordable housing to families, and development budget feasibility, we are able to offer \$475,000 for the property, which we believe to be Fair Market Value.

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

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

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

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

The proposer acknowledges the receipt of Addenda numbered 1-4
If Applicable

COMPANY NAME: The Szanton Company
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: Nathan Szanton DATE: 6/15/20
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Nathan Szanton, President

ADDRESS: 482 Congress St, Suite 203, Portland, ME 04101

TELEPHONE: 207-712-6191 E-MAIL: CSzanton@szantoncompany.com

FEDERAL TAX ID #: 01-0533208 DUNS #: 11-700-3073

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

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

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

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

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

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



June 11, 2020

Honorable Mayor and Councilors:

The Libbytown Neighborhood Association held a special meeting to consider the *Douglass Commons* proposal for the redevelopment of 43 & 91 Douglass Street, aka, the old West School site. The meeting was well attended after a robust discussion, we are pleased to express our support for this proposal. Please factor these recommendations into your consideration of *Design and Amenities* as specified in the *Impact on the Surrounding Neighborhood* section of the RFP score sheet.

With respect to design, the LNA supports projects of quality and distinction which may serve as a neighborhood landmark. Given that the existing fabric and architecture lacks a singular quality, the association would like to see something architecturally notable. Furthermore, the Libbytown Neighborhood is somewhat diverse socio-economically with a prevalence of low to moderate income. The Libbytown Neighborhood Association is strongly supportive of new housing particularly mixed income projects with a focus on low and middle income.

In terms of this projects' design program, we:

- Strongly support this project's *use of site and integration with Park amenities*
- *Modestly Support* this project's interaction with adjacent structures and would advocate for the largest possible set back buffers from adjacent properties on Douglass Street

The area is underserved as it lacks a school, community space, a vibrant commercial corridor, bus shelters, and other staples of urban life. As such, in terms of amenities we:

- Strongly support community *garden/food forest*
- Strongly support the overall commitment to *housing affordability* especially the commitment to mixed incomes and to low to moderate income housing



- Strongly support the commitment to *ethnic diversity* and the possibility of thereof (such as ESL training)
- Strongly support this projects commitment to *sustainability* especially the solar arrays, passive house standards and *tree & shrub* planting
- Strongly support quality *community space* that is open and accessible
- Strongly supports *shared street concept* or piazza concept which can become a flexible community gathering space
- Support commitment to *active transport* and the integration of transit, limited parking, and commitment to traffic demand management

The following items are community priorities in design and amenities that may be part of the program but that we did not see as explicit in this proposal. We believe that a strong commitment to the following would make the project better:

- Implementations of the recommendations of the Libbytown traffic study
- Streetscape and bicycle/pedestrian improvements along Congress Street
- Acknowledgement to the history of the site in terms of project name and building materials (e.g., the site sits on or near a former brick foundry)
- Public transit (such as trolley cars), car share, and other reductions to parking
- Stormwater design
- Environmental mitigation of the site
- ADA access within the site to community spaces in winter months

Overall we **highly recommend** this proposal for its commitment to neighborhood design improvements and amenities.

The Libbytown Neighborhood is grateful for your consideration of this proposal.

Sincerely,

Maureen Morse

Chair



COOPERATIVE DEVELOPMENT INSTITUTE

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

June 8, 2020

To whom it may concern:

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

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

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

Our intention is that at Douglass Street, CDI will:

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

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

Sincerely,

Noémi Giszpenc
Executive Director

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

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (voice and TDD).

Future Residents of Douglass Commons Co-op

June 2020

To whom it may concern:

We are writing in support of the Douglass Commons proposal to build housing on the parcel put to RFP by the City of Portland.

Many of us have been meeting for the last 2 years to explore strategies to build affordable home ownership housing in Portland that builds community among people of different ages, incomes, and cultural backgrounds. Several months ago, we came to the conclusion that Limited Equity Cooperative Housing was the best way to accomplish this. Limited Equity Cooperatives combines the accessibility of renting with the long-term stability and autonomy of homeownership.

We are delighted that this development team has come together to bring Limited Equity Cooperative Housing to Portland and enthusiastically support their projects. We are especially excited about the effort to create designs that will maximize interaction with outdoor spaces, gardens and shared spaces that can be used by residents. We also appreciate their effort to include us and existing neighbors in their early design efforts.

We are excited about the location, and hope that we will have the opportunity to become future residents!

Sincerely,

1. Rachel Ackoff & Lee Leviter, 19 Lewis St Apt 1F Portland, ME 04102
2. Eric Muteba Kalala, 11 Massachusetts Avenue Apt #2 Portland, ME 04102
3. Cynthia A. Grier, 1227 Westbrook Street, Apt #2, Portland, ME 04102
4. Elisabeth C. Heij, 97 Pitt Street, Portland, ME 04103
5. Valerie and Matthew Todd, 68 Black Sparrow Drive, Portland, ME 04102
6. Nicole Ivins and Richard Bennett, 93 Pitt St #1, Portland, Me 04103
7. Jules Mutoni & Yvette Unezase, 77 Grant St Apt B13, Portland, ME 04101
8. Wendy Herbert & Peter Ackoff 112 Park St. #2, Portland, Me
9. Apollo Karara, 326 Auburn Street #16, Portland, ME 04103
10. Andrea Levinsky 39 Cumberland Rd Apartment 1 South Portland, ME
11. Jacques Kubwimana & Ange Christelle Abaribeza 61 Deering St.Apt #E 04101
12. Arthur Sabiti & Vanice Busingye, 240 Cumberland st, Westbrook 04092 ME
13. Jackson Ntambara & Peace Kobusinge, 2 Walker Street # 1203 Westbrook 04092 ME

June 1, 2020

Matthew F. Fitzgerald
Purchasing Manager
The City of Portland
389 Congress Street
Portland, ME 04101

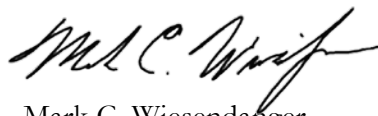
RE: Request for Proposals for 43 & 91 Douglass Street

Dear Mr. Fitzgerald:

MaineHousing is pleased to provide this letter of interest for The Szanton Company's proposal to redevelop a portion of the former West School site. Our understanding is that there will be a mixed-income housing project constructed on the site, potentially financed in part by MaineHousing resources. In our 24-year relationship with The Szanton Company, the applicant has demonstrated an exceptional track record in navigating the processes of market research, site acquisition, design, regulatory approvals, financing, construction, and marketing of a high-quality housing product.

While this letter of interest is not a commitment to allocate affordable housing tax credits, MaineHousing would welcome an application in connection with this project. Based on The Szanton Company's track record, an application would have a strong likelihood of success. Please feel free to contact me directly with any questions.

Sincerely,



Mark C. Wiesendanger
Director of Development



NORTHERN NEW ENGLAND
HOUSING INVESTMENT FUND

5/28/2020

Carl Szanton
Development Associate
482 Congress Street, Suite 203
Portland, ME 04101

RE: Letter of Interest – Douglass Street Project ("Partnership")

Dear Carl:

We are pleased to provide this letter of interest for the creation of affordable and market rate housing in Portland, Maine. As you know, Northern New England Housing Investment Fund ("NNEHIF") invests in community-based projects receiving the Federal Low Income Housing Tax Credit. We understand that you anticipate generating approximately \$800,000 in annual Low Income Housing Tax Credits.

Upon satisfactory resolution of any funding requirements and satisfactory completion of our due diligence we would be interested in investing \$6,878,980 in exchange for a 99.99% limited partnership interest in the Partnership. Approximately 50% of these funds may be available from closing and throughout construction.

This letter of interest is conditioned on the Fund conducting all customary underwriting and due diligence and receipt a final pro-forma, approved by MaineHousing, that addresses any additional loans, grants, fees or other sources.

A more detailed letter of interest will be provided once all the capital sources have been committed.

We wish you great success in your application and look forward to our continued work together.

Sincerely,

Mark Brooks
VP of Underwriting
Northern New England Housing Investment Fund



May 27, 2020

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

RE: 43 & 91 Douglass Street

To Whom It May Concern:

On behalf of Bangor Savings Bank I am pleased to provide this letter in support of The Szanton Company for the above-referenced project. Based on our review of the financial elements of the proposal for the development site, we believe that that the applicant has the ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective.

While this letter of support is not a commitment to lend, Bangor Savings Bank would welcome the opportunity to be a resource to The Szanton Company for financing and sponsorship of any equity awards necessary in connection with this project. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Ronald B. Hunt". The signature is written in a cursive style with a large, stylized "H" and a flourish at the end.

Ronald B Hunt
Vice President
Bangor Savings Bank - Commercial Lending
280 Fore Street, Suite 200
Portland, ME 04101
(207) 420-3967



June 12, 2020

Liz Trice
Principal
Maine Co-op Development Partners
795 Congress Street
Portland, ME 04102

RE: Douglas Commons Cooperative

To whom it may concern:

Centennial Mortgage has been engaged by Maine Co-op Development Partners to secure mortgage insurance through the FHA 213 program for cooperative housing and fund a construction/permanent mortgage for Douglas Commons Cooperative, a new cooperative housing project in Portland, ME. We have reviewed a financing request, including initial plans, pro forma operating budget, the construction budget and initial market information for Douglas Commons Cooperative in Portland, ME. In addition, we have reviewed the experience of the overall development team. Based on this review, we feel that this project is an excellent candidate for financing and will conform to all the requirements to qualify for construction and permanent financing through the FHA 213 program. We feel that this is the right time and place to create a new affordable cooperative given the advantages this particular form of housing provide to its members, primarily affordable home ownership and a greater sense of community.

We have now entered the formal application stage for the FHA 213 mortgage insurance and believe that Douglas Commons Cooperative has a high likelihood of obtaining a 40 year, low interest loan for the project of \$13,308,200. Additional subordinated financing would serve to further increase that likelihood. We also believe that success at Douglas Commons Cooperative will open an entirely new avenue for affordable housing finance in the state of Maine by making the FHA 213 program finance accepted in the market.

Centennial Mortgage has substantial expertise and experience completing FHA financing transactions. We are very active in lending to cooperative housing projects throughout the country. Personally, I have been involved in cooperative housing for over 20 years, through financing and serving on the board of the National Association of Housing Cooperatives.

We encourage other funding sources to join us in supporting this innovative project and creating up to 98% leverage for future projects through this program. Please let me know should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jeffers", is written over a faint, larger signature.

Hugh Jeffers
Vice President of Originations



June 12, 2020

Liz Trice, Principal
Maine Co-op Development Partners
795 Congress Street
Portland, ME 04102

Dear Liz:

Please let this letter serve as an expression of interest in working with Maine Co-op Development Partners to provide financing for the land purchase and predevelopment costs associated with the development of "Douglass Village" cooperatively-owned limited equity housing in Portland, Maine.

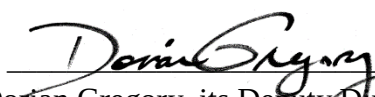
Since CFNE's founding in 1975, we have made over 1,000 loans, totaling over \$60 million, including many loans to support the purchase of cooperatively-owned real estate property. We look forward to seriously consider an application to provide a loan of up to \$855,000 for the above-mentioned purpose.

The terms of any loan would depend on the strengths of the application, collateral, other funders and financing, and the project's *pro forma* for expected cash flow and ability to make payments. Our customary range for interest is 5 -7% and most loans are made with terms of 5-10 years, with a longer amortization possible so that the actual loan payment amounts are affordable.

Our loan committee meets the second or third Thursday of each month, and the deadline for an application is the 15th of the previous month. The process for consideration takes a total of three to four weeks, though sometimes longer, and includes a site visit. My colleague, Deborah Hawkins, will be your loan outreach officer and will usher your application through our committee.

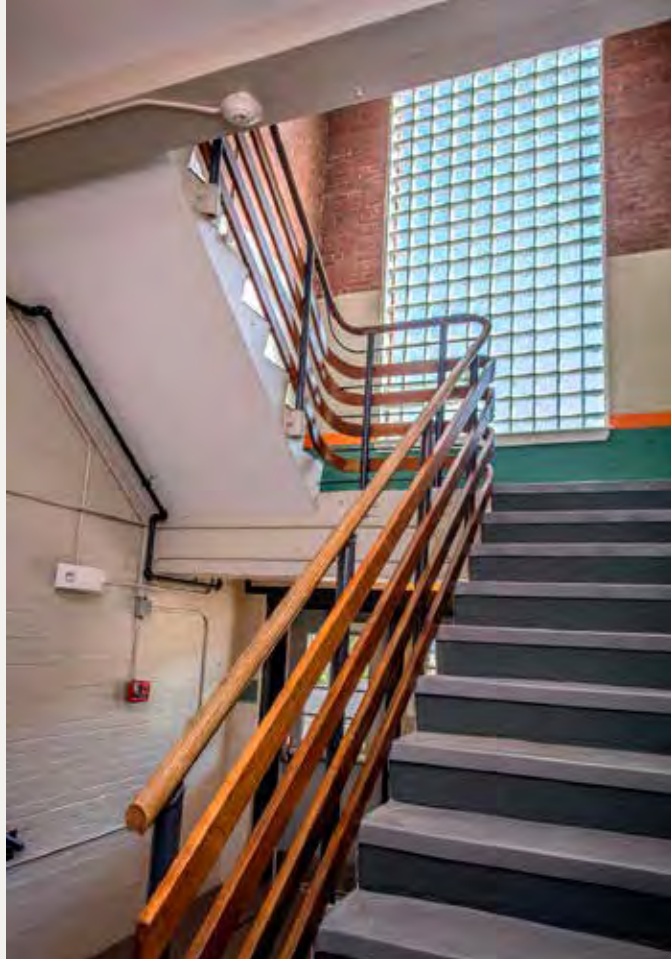
Please let us know if we can provide any other information and we look forward to working with your loan application and other capital needs. Thank you for using the services of the Cooperative Fund.

COOPERATIVE FUND OF NEW ENGLAND, INC.

By: 
Dorian Gregory, its Deputy Director

THE SZANTON COMPANY

an Affiliate of the Monks Companies



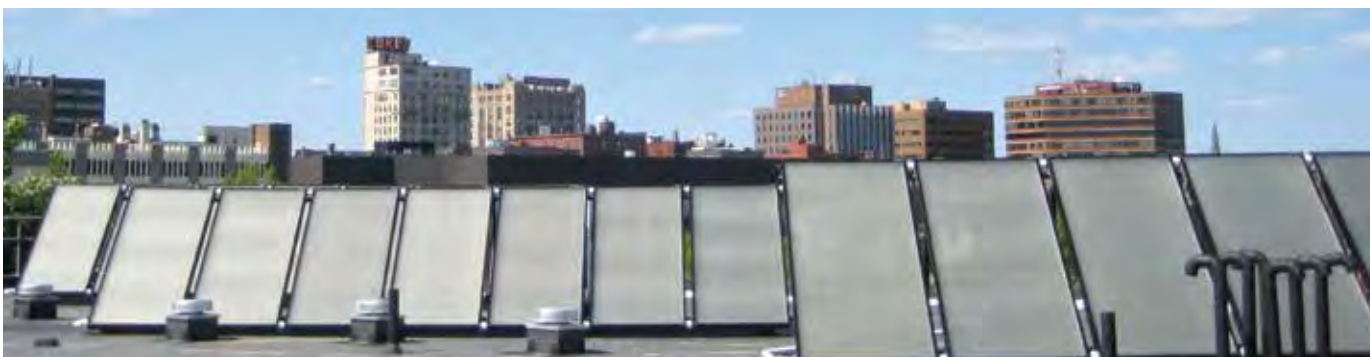
ABOUT THE SZANTON COMPANY

The Szanton Company, an affiliate of the Monks Companies, specializes in developing mixed-income rental housing in or near downtowns. We have completed eight apartment projects in Maine and New Hampshire totaling 393 units.

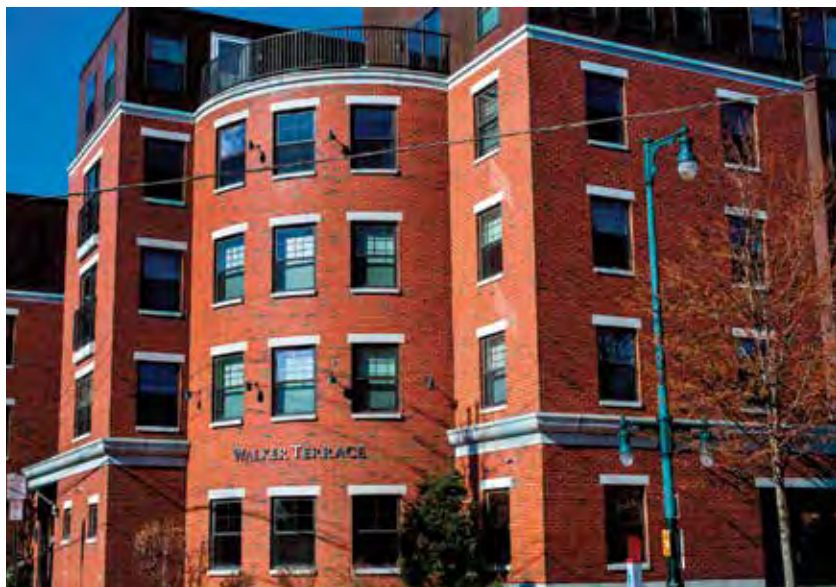
The mission of The Szanton Company is to create attractive and affordable rental housing that our residents are proud to call home. We do this by:

- Creating beautiful apartments of high quality in locations in or near downtowns, adding vitality to our cities and towns;
- Developing properties which provide a consistent, long-term return to their owners, thus ensuring their stability for residents, lenders, and neighborhoods;
- Serving people with diverse incomes;
- Creating amenities for our residents which enhance the quality of their lives;
- Incorporating environmental and energy sustainability in our properties, thereby reducing their impact on the earth's environment.

The Szanton Company is committed to long-term ownership of our apartment assets. In 2013, we founded Saco Falls Management, our property management arm, to ensure the highest standards of visual appearance and livability for our residents, neighbors, and communities.



Rooftop solar panels at 53 Danforth



PRINCIPALS & STAFF

NATHAN SZANTON, PRESIDENT

Nathan founded the company in 1996. Since then he has been responsible for developing 617 apartment units in 24 projects. As manager or principal partner in these projects, Nathan has successfully navigated the process of market research, site acquisition, design, regulatory approvals, financing, construction, and marketing.

He has committed himself to creating comfortable and affordable rental homes for residents with diverse incomes. Some of these have been adaptive reuses for underused historic buildings; others have been thoughtfully designed new construction. Nathan holds a B.A. from Harvard University and a J.D. from the University of Maine School of Law.



ROBERT C.S. MONKS, PRINCIPAL

Robert C.S. Monks is an active capital partner and also provides a deep understanding of real estate development and financing. Throughout his career he has founded, led, and grown 19 businesses in the financial services, real estate, technology and communications sectors.

In 2011, Bobby became an owner and Chairman of Spinnaker Trust, a Maine based trust company managing over \$1 billion in assets. Bobby attended Duke University and graduated from the University of Southern Maine with a Bachelor's Degree in Political Science.

Above: Walker Terrace

Left: The Mill at Saco Falls

Facing Page: The Lofts at Bates Mill

AMY CULLEN, VICE PRESIDENT AND PROJECT PARTNER

Amy joined The Szanton Company in 2006. Her responsibilities include: discovering new project locations, creating financing packages, and working with all development team members to help projects come to life.

Amy also serves as president of our sister company, Saco Falls Management, where she oversees all operations.

Prior to joining The Szanton Company, Amy was on active duty with the U.S. Army for six years, and served as a Training Program Manager for the Department of Defense in Minneapolis, MN. She holds a Bachelors of Science Degree in Accounting from Husson University.

KRISTIN MARTIN, DEVELOPMENT OFFICER

Kristin joined our company in 2013. Her responsibilities include finding and researching sites for new projects, preparing financial analyses, and evaluating development options. She coordinates with lenders, attorneys, architects, engineers, contractors and others on all aspects of The Szanton Company's development projects from concept to completion.

Prior to joining The Szanton Company as a Development Officer, Kristin worked for Saco Falls Management as an Assistant Development Officer, Property Manager and Director of Property Management. She holds a Bachelor of Health Science and a Masters of Occupational Therapy from Quinnipiac University.



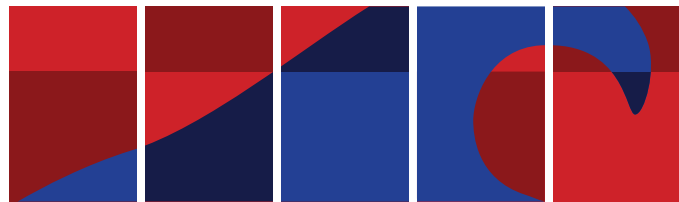
ABOUT SACO FALLS MANAGEMENT

HISTORY

Saco Falls Management is a full-service management company formed by The Szanton Company in 2013 to manage its rental properties, both residential and retail. Since then, the physical condition of the buildings has improved, tenant satisfaction has increased, and the profitability of the properties has grown. We are committed to managing our properties for the long-term with the highest sense of responsibility to our residents, financial partners, and host communities.

OUR MISSION

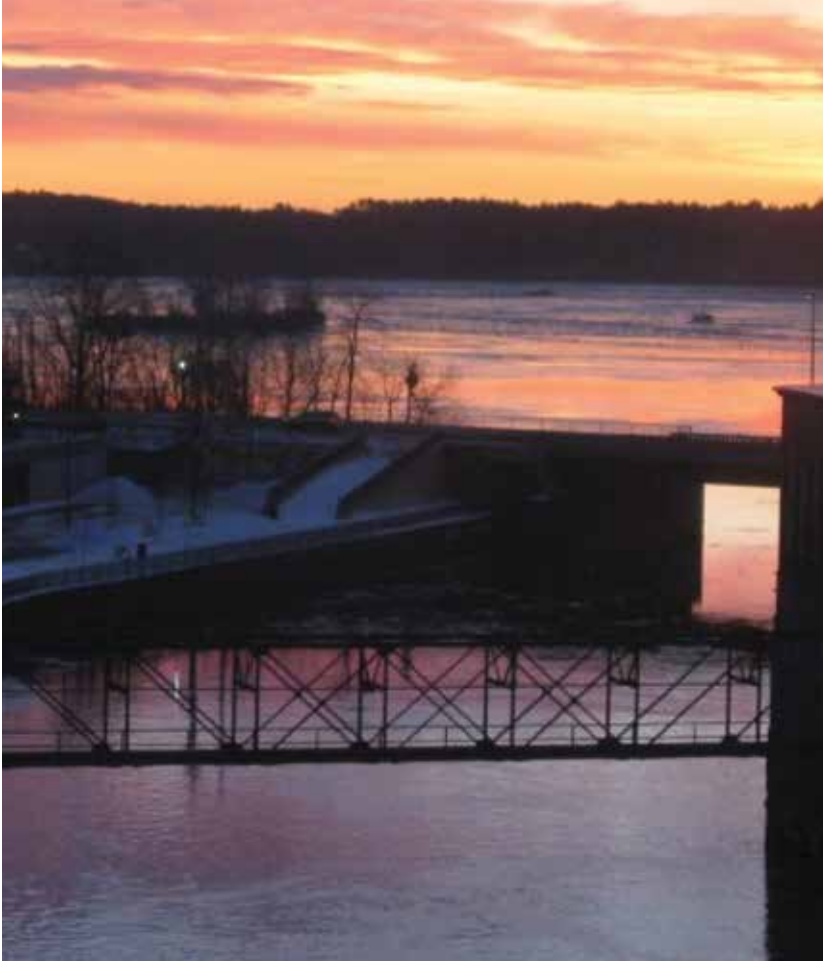
Our mission is creating rental properties that exceed expectations. We are guided by the following core values: honesty, integrity, candor, high standards of quality, respect for all with whom we deal, openness to new ideas, and a culture of continuous learning and enhancement of our knowledge and skills.



SACO FALLS MANAGEMENT



Walker Terrace



View from an apartment at The Mill at Saco Falls

RESIDENT SELECTION

Saco Falls Management Company complies with all state, local, and federal laws regarding fair housing practices or occupancy and resident selection procedures. In addition to program-specific requirements, all adult applicants are screened by our management staff. To be considered for residency at one of our properties, all applicants must have:

- References from prior landlords that show a history of good tenancy. This includes paying rent on time, keeping their unit in good repair and being a good neighbor by following the community rules.
- A favorable credit report.
- An absence of criminal history. We run a criminal background check on all applicants. Any applicant with a history of public disturbances, arrests, criminal activity, listing on the sex offender registry or other law enforcement problems that may indicate behavior inconsistent with lease obligations will be denied.



BATH, MAINE



Huse School Apartments (2017)

LEWISTON, MAINE



The Lofts At Bates Mill (2012)



The Hartley Block (2019)

AUBURN, MAINE



48 Hampshire (2020)

PORTLAND, MAINE



Casco Terrace (2004)



Walker Terrace (2006)



53 Danforth (2009)



The Furman Block (2020)

BIDDEFORD, MAINE



The Mill At Saco Falls (2010)



The Lofts At Saco Falls (2016)

EXETER, NEW HAMPSHIRE



The Squamscott Block (2007)

CASCO TERRACE

41 STATE STREET, PORTLAND, MAINE



Above Left: Casco Terrace, after. Right: Casco Terrace, before

*Facing page: Top: Casco Terrace from State Street
Bottom: Casco Terrace interior*

**“...CITY OFFICIALS SAY THE STATE-FINANCED PROJECT IS THE
KIND OF DEVELOPMENT PORTLAND NEEDS...”** —*Portland Press Herald*

CASCO TERRACE is a 27-unit vertical addition on an existing 27-car parking garage (see before and after photos opposite). The pre-construction newspaper story below describes the project's highlights and the need it addresses in a city desperate for affordable housing.

From the *Portland Press Herald*, May 28, 2003:

“It began as one of the first parking garages in Portland, at a time when few people owned cars ...

...City officials say the state-financed project is the kind of development Portland needs to help stem suburban sprawl and provide affordable rental housing for its workforce. They also give it high marks for being attractive and practical, and making the most of an under-used lot with desirable views of the waterfront.

...‘It’s a project with a lot going for it’, said Mark Adelson, Executive Director, Portland Housing Authority.”

YEAR COMPLETED: 2004

UNITS: 27 (14 Market-Rate + 13 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing and TD Bank



WALKER TERRACE

1 WALKER STREET, PORTLAND, MAINE



WALKER TERRACE is a six-story building that replaced an abandoned gas station, transforming the site and the neighborhood around it. It also helps to fulfill the city's goal of providing greater housing density along public transportation arteries. Walker Terrace is the first apartment building in Maine built to Maine State Housing Authority's Green Building Standards.

From the *Portland Press Herald*, September 21, 2004:

"Eager for any smart-growth infill opportunity to augment urban housing and curb Greater Portland sprawl, the Portland City Council unanimously let developer Nathan Szanton build 40 varied-income rental units on 0.4 acres of a former gas station in the West End, more than twice the number the current zoning allows, with Mayor Nathan Smith saying, 'This project does just about everything we as a city have been asking for.'"



YEAR COMPLETED: 2006

UNITS: 40 (18 Market-Rate + 22 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Portland Builders

FINANCING: MaineHousing; the City of Portland;
Centerline Capital; Bank of America.

**“...THIS PROJECT DOES JUST ABOUT EVERYTHING WE AS A CITY
HAVE BEEN ASKING FOR...”** —Portland Mayor Nathan Smith



Above: Walker Terrace, after
Left: Walker Terrace, before

Previous page: Top: Walker Terrace Sidewalk Gallery
Bottom: Walker Terrace interior

“THIS IS AN AWESOME PROJECT FOR DOWNTOWN.” —Sylvia Von Aulock, Town Planner
Exeter News-Letter 2/22/05

THE SQUAMSCOTT BLOCK addresses the severe lack of affordable rental housing in Seacoast New Hampshire; adds vitality to Exeter’s downtown district; fills a gap in the streetscape of one of Exeter’s most important and beautiful streets; and promotes smart growth by adding density near public infrastructure.

Previously a surface parking lot next to Exeter’s historic 1856 Town Hall, the Squamscott Block is on the site of two historic structures torn down in the mid-20th century to make way for parking. The four-story building features 2,600 square feet of retail space along busy Water Street, currently housing an art gallery and a therapeutic salt cave. Two hidden levels of parking provide 36 spaces for the residents and 58 spaces for neighboring businesses.

YEAR COMPLETED: 2007

UNITS: 30 (14 Market-Rate + 16 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: North Branch Construction

FINANCING: New Hampshire Housing; the Town of Exeter, New Hampshire; the New Hampshire Community Development Finance Authority; TD Bank; Unitil; and HUD.



53 DANFORTH

53 DANFORTH STREET, PORTLAND, MAINE



Above Left: 53 Danforth, after. Right: 53 Danforth, before

“THE BUILDING AT 53 DANFORTH STREET WILL HELP MAKE PORTLAND THE MOST LIVABLE CITY IN AMERICA.” —Portland Mayor Jill Dusen, *Portland Press Herald* 8/13/09

53 DANFORTH is located in the heart of the Portland Peninsula, a few blocks from downtown, the Arts District, the Old Port, the West End, and the Waterfront. It replaced a 50 year-old one-story garage and gravel parking lot. It includes 35 one-bedroom apartments, 8 two-bedroom apartments, and covered on-site parking. Many of the units boast views of Portland’s harbor and downtown Portland. This was our first project to include solar energy.



YEAR COMPLETED: 2009
UNITS: 43 (13 Market-Rate + 30 Income-Restricted)
ARCHITECT: Archetype, P.A.
CONSTRUCTION MANAGER: Wright-Ryan Construction
FINANCING: MaineHousing; TD Bank;
and the City of Portland, Maine.



Above: 53 Danforth interior
Bottom: Rooftop solar panels, 53 Danforth

THE MILL AT SACO FALLS

100 SACO FALLS WAY, BIDDEFORD, MAINE



YEAR COMPLETED: 2010

UNITS: 66 (26 Market-Rate + 40 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing; TD Bank; HUD; Northern New England Housing Investment Fund; the City of Biddeford; and The America Recovery and Reinvestment Act of 2009.

THE MILL AT SACO FALLS is an adaptive re-use of an 1845 textile mill building adjacent to the Saco River falls in Biddeford. It is a key component of the Biddeford Mill District renaissance—from a collection of aging industrial buildings to a vibrant, mixed-use neighborhood featuring public access to the Saco River.

Features of the project include magnificent views of the Saco River and falls, and a short walk to both the Amtrak station on Saco Island and Biddeford's historic downtown. Residents enjoy a fitness center, outdoor play area, home theater room, and community room with computers.



“THE PROPERTY WILL BE A PHENOMENAL ASSET TO THE CITY AND REFLECTS THE COMMUNITY’S WORKING MILL TRADITION.” –City Council President Bob Mills, *The Courier* 1/28/10



Above: The Mill at Saco Falls, after
Left: The Mill at Saco Falls, before

Previous Page: Left: The Mill at Saco Falls corridor
with mill artifact steel door
Right: The Mill at Saco Falls interior

THE LOFTS AT BATES MILL

36 CHESTNUT STREET, LEWISTON, MAINE



*Bottom Left: The Lofts at Bates Mill, west facade and Fountain Park, before
Above: Same view, after renovations*

Facing page:

Top: The Lofts at Bates Mill entrance

Bottom: Lobby with display of historic artifacts

**“THE QUALITY HOUSING IS AN ESSENTIAL COMPONENT OF
THE DOWNTOWN REVITALIZATION.”** –Mayor Bob MacDonald at his Grand Opening speech

THE LOFTS AT BATES MILL, the Szanton Company’s first Lewiston project, is the adaptive re-use of an 1854 Bates Manufacturing Company textile mill, Mill #2. The Lofts at Bates Mill features 25 one-bedroom, 16 two-bedroom, and 7 three-bedroom apartments. The Lofts at Bates Mill is the first apartment housing built in Lewiston’s Mill District.

The project completely transformed the west facade of this classic red-brick mill structure. Features of the project include 13-foot ceilings, exposed timber framing, large windows with abundant natural light, and an expansive view across Fountain Park and the Bates Mill Complex to the Androscoggin River. The project is a short three-block walk to the services in downtown Lewiston and is on a local bus line. Residents enjoy complimentary wi-fi, fitness center and spacious community room with computer.



YEAR COMPLETED: 2012

UNITS: 48 (15 Market-Rate + 33 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Platz Associates

**FINANCING: MaineHousing, The City of Lewiston, People’s
United Bank, Hunt Capital Partners, and Maine Preservation.**

THE LOFTS AT SACO FALLS

75 SACO FALLS WAY, BIDDEFORD, MAINE



Right: The Lofts at Saco Falls, before
Above: Completed project

Facing Page:
The Lofts at Saco Falls renovated interiors



**“IT’S A THRILL TO SEE OLD MILL BUILDINGS BEING RENOVATED.....TODAY WE LOOK
AT MILLS AS BEING SPECIAL, ARCHITECTURALLY AND EVEN CULTURALLY.”**

—Mayor Alan Casavant at his Groundbreaking speech

THE LOFTS AT SACO FALLS is the newest in a series of adaptive re-use projects which The Szanton Company began in 2010. It consists of two connected buildings, built in 1842 and 1867, totaling 92,000 square feet and sitting directly adjacent to our 2010 project, The Mill at Saco Falls.

The Lofts offers 80 (mostly 1-bedroom) apartments, as well as a landscaped courtyard, fitness center, waterfront park next door, and a short walk to downtown Biddeford and Saco. It also includes the features typical of historic New England mill buildings: high ceilings, large windows, revealed brick and exposed timber framing.



YEAR COMPLETED: 2016

UNITS: 80 (14 Market-Rate + 66 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; People’s United Bank; Coastal Enterprises; Genesis Fund; City of Biddeford; Southern Maine Planning and Development Commission.

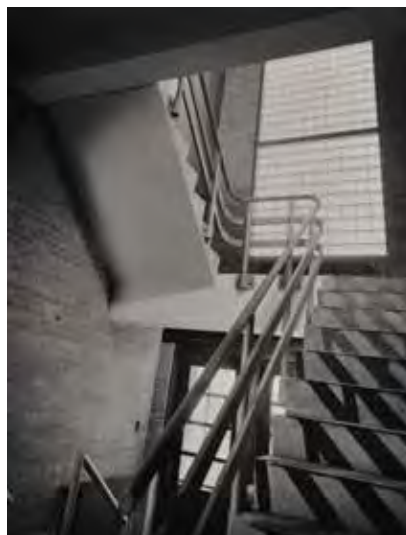
HUSE SCHOOL APARTMENTS

39 ANDREWS ROAD, BATH, MAINE



Above: Renovated Huse School gym

Right: Original design elements such as this stairwell have been maintained in the renovated space.



HUSE SCHOOL APARTMENTS involved the renovation and rehabilitation of the former John E.L. Huse Memorial School, built in 1942 and 1949. We re-purposed this elementary school to create 31 apartments and added a new construction wing with 28 apartments, for a total of 59 units.

The existing building was restored to its original 1942 appearance, designed by notable Maine architect and Bath native, Alonzo Harriman. Included are new windows consistent with the originals, restored masonry, and new signage which reproduced the original distinctive design. The apartments in the existing building feature original wood floors, high ceilings, and large windows with abundant natural light. Building amenities include wi-fi, fitness center, community room, and secure bike storage.

The Huse School Apartments are located steps from the modern YMCA, the 5-mile Whiskeag Trail, and a short walk to downtown Bath with its variety of shops, restaurants, library and more.

YEAR COMPLETED: 2017

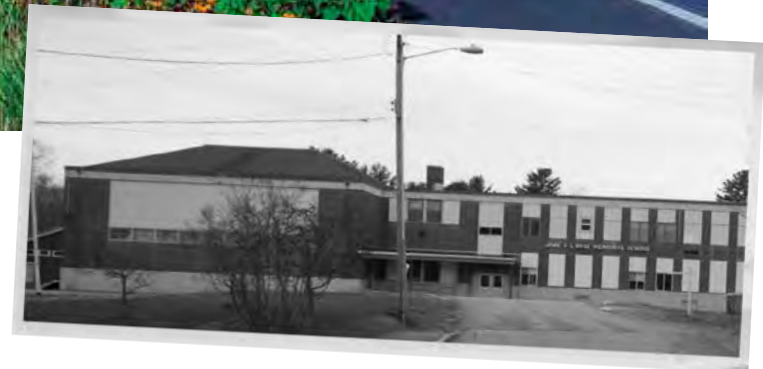
UNITS: 59 (16 Market-Rate + 43 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Zachau Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; Bangor Savings Bank; Coastal Enterprises; Maine Department of Economic and Community Development.

“THE PROJECT PROTECTS AND SAVES THIS HISTORICAL BUILDING...AND WILL PROVIDE PROPERTY TAX REVENUES FOR THE CITY...” –Lorena Coffin, Director of Sagadahoc Preservation Inc.



Top: Huse School Apartments
Above: Before renovation
Left: Interior of renovated Huse School apartment

THE HARTLEY BLOCK

155 LISBON STREET, LEWISTON, MAINE



Above: The Hartley Block
Left: Historic images of same location

Facing Page Top: The Hartley Block façade
Facing Page Bottom: Before construction

“WE ARE THRILLED THAT THE SZANTON COMPANY WILL BE REINFORCING OUR DOWNTOWN HISTORIC AND COMMERCIAL CORRIDOR BY BUILDING THIS IMPORTANT PROJECT.”

—Lewiston Mayor Shane Bouchard

THE HARTLEY BLOCK brings new life to a prominent 175' x 100' empty lot on downtown Lewiston's Lisbon Street. In 2004 and 2006, four connected historic buildings on Lisbon Street suffered extensive fire damage and were condemned and demolished, leaving a gaping hole in the city's most iconic street. One of the buildings was the site of the 1906 art studio of Marsden Hartley, an important early modern American painter born and raised in Lewiston.

A mixed-use, mixed-income project, The Hartley Block features 63 apartments aimed at a diversity of income groups and 4,000 sq. ft. of retail space along Lisbon Street. The project includes a fitness center, community room, children's playroom, dedicated bike storage, wi-fi and covered parking directly behind the building. The site is within easy walking distance of the public library (across the street), shops, restaurants, cafes, and two major parks.

This project adds momentum to downtown Lewiston's resurgence, including street-level public art at the entrance. Two 9-foot mosaic tile works, after Marsden Hartley paintings, animate its façade.



YEAR COMPLETED: 2019

UNITS: 63 (22 Market-Rate + 41 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Hebert Construction

FINANCING: MaineHousing; TD Bank; Northern New England Housing Investment Fund; City of Lewiston.

48 HAMPSHIRE

48 HAMPSHIRE STREET, AUBURN, MAINE



Located at the corner of Hampshire and Troy Streets, 48 HAMPSHIRE will aid the revitalization of downtown Auburn's important Hampshire Street corridor by bringing 53 high-quality new apartments to the neighborhood.

These will be a mixture of one, two and three-bedroom units, varying in size from 590-950 square feet. Included in the rent are heat and hot water, off-street parking, wi-fi, fitness center, community room and indoor bike storage.

48 Hampshire is located within easy walking distance of the public library, YMCA, shops, restaurants, grocery store, drugstores, and all the amenities of downtown Auburn.

The Szanton Company broke ground in March 2019 and expects to open to residents in April 2020.



Above: Rendering of completed project
Left: Same location, prior to construction

“WE ARE LOOKING FORWARD TO WATCHING YET ANOTHER MAJOR CONSTRUCTION PROJECT IN OUR DOWNTOWN TAKE SHAPE — ONE THAT WILL PROVIDE QUALITY WORKFORCE HOUSING, INJECT CAPITAL INTO OUR LOCAL ECONOMY, AND ENHANCE THE IMAGE OF AUBURN AS WE BECOME THE BEST SMALL CITY IN NEW ENGLAND”

—Auburn Mayor Jason Levesque



Above: Rendering of East elevation

PROJECTED COMPLETION: 2020

UNITS: 53 (11 Market-Rate + 42 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Benchmark Construction

FINANCING: MaineHousing; Boston Financial;
NBT Bank; City of Auburn.

THE FURMAN BLOCK

100 PARRIS STREET, PORTLAND, MAINE



Above: Rendering of completed project, from corner of Kennebec and Brattle Streets

Right: Before construction, Nathan Szanton and Amy Cullen on project site



“I THINK THIS IS THE NEXT BIG STEP IN CREATING A MULTI-USE NEIGHBORHOOD IN THIS PART OF BAYSIDE. IT’S PRETTY EXCITING TO GET THIS MOVING.”

—Portland City Councilor David Brenerman

THE FURMAN BLOCK is The Szanton Company’s first mixed-income project specifically for seniors, ages 55 and over. Located in the heart of Portland’s West Bayside neighborhood, it’s a short walk to Whole Foods and Trader Joe’s, small restaurants and delis, the 3.5 mile trail that loops around Back Cove and a few blocks from downtown Congress Street’s arts, business, and shopping district.

The property will feature 46 1-bedroom and five studio apartments. Some residents will have water views of Back Cove; others will enjoy views of Deering Oaks Park or Portland’s downtown. All will have abundant natural light. Included in rent are heat and hot water, a fitness center, indoor bike storage and wi-fi. The property also features a community room and coin-op laundry. The street-level commercial space, to be owned and managed by Ross Furman, will be a combination of artists’ studios and gallery space.

Repurposing an empty gravel lot at the corner of Parris and Kennebec Streets, The Furman Block contributes to the revitalization of this former industrial neighborhood.

PROJECTED COMPLETION: 2020

UNITS: 51 (11 Market-Rate + 40 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Hebert Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; City of Portland.



Above: Rendering of completed project, from corner of Kennebec and Parris Streets

REFERENCES

AUBURN

PETER CRICHTON

City Manager

207-333-6601, pcrichton@auburnmaine.gov

MICHAEL CHAMMINGS

Director of Economic and Community Development

207-333-6601, mchammings@auburnmaine.gov

BATH

PETER OWEN

City Manager

207-443-8330, powen@cityofbath.com

BIDDEFORD

JOHN BUBIER

Former City Manager

207-846-1515, john.bubier@gmail.com

ALAN CASAVANT

Mayor

207-284-4690, acasavant@biddefordmaine.org

GREG TANSLEY

City Planner

207-284-9115, gtansley@biddefordmaine.org

EXETER

RUSSELL DEAN

Town Manager

603-773-6102, rdean@exeternh.gov

DOUG EASTMAN

Building Code Enforcement Officer

603-773-6113, deastman@exeternh.gov

LEWISTON

ED BARRETT

City Administrator

207-513-3200, ebarrett@lewistonmaine.gov

DAVID HEDIGER

Director of Planning and Code Enforcement

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LINCOLN JEFFERS

Director of Economic and Community Development

207-513-3014, ljeffers@lewistonmaine.gov

PORTLAND

MARY DAVIS

Director of Housing and Community

Development Division

207-874-8711, mpd@portlandmaine.gov

JILL DUSON

City Councilor

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NICK MAVODONES

City Councilor

207-774-0257, nmm@portlandmaine.gov





Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

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

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

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



PRINCIPALS



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



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



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



PROJECTS



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



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



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



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

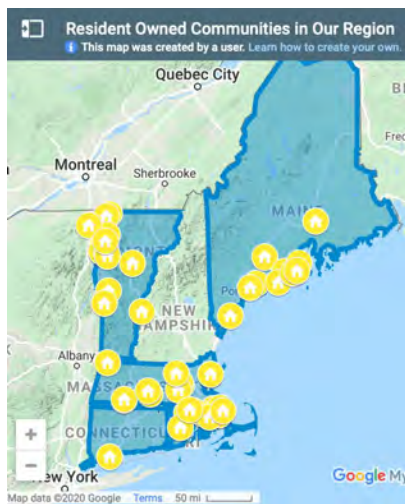


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors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



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

New England Resident Owned Community Projects (NEROC)



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

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

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

Charter Oaks Village Cooperative



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

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

Mountainside Community Cooperative



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

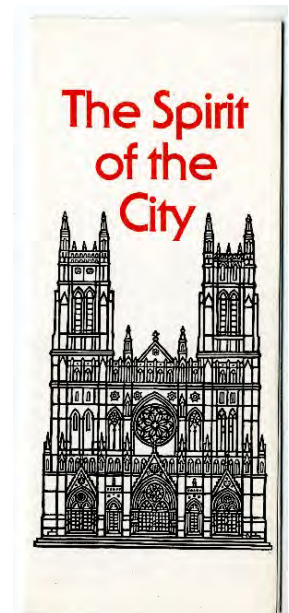
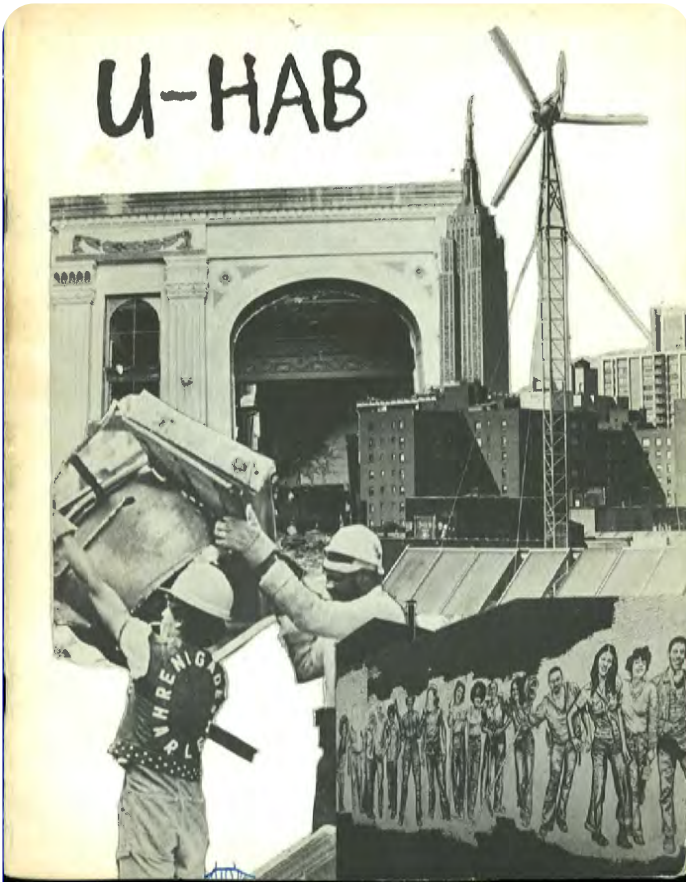
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



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

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



2019 UHAB ANNUAL REPORT

Building for Us

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

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

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

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

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

Sincerely,

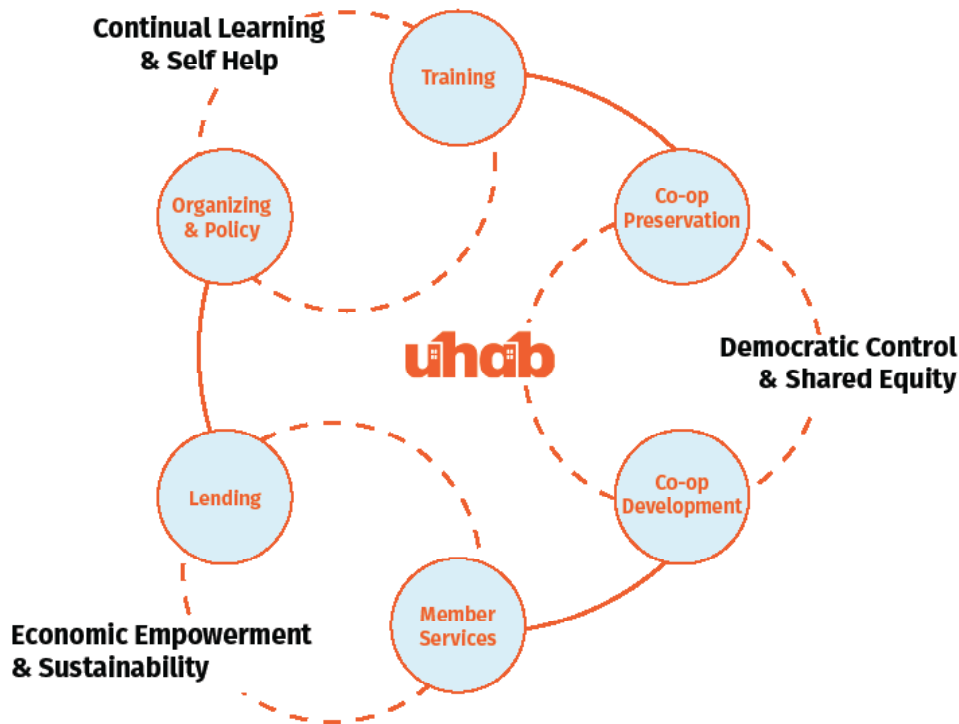
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

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

Our Principles



I. Continual Learning & Self Help

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

II. Democratic Residential Control & Shared Equity

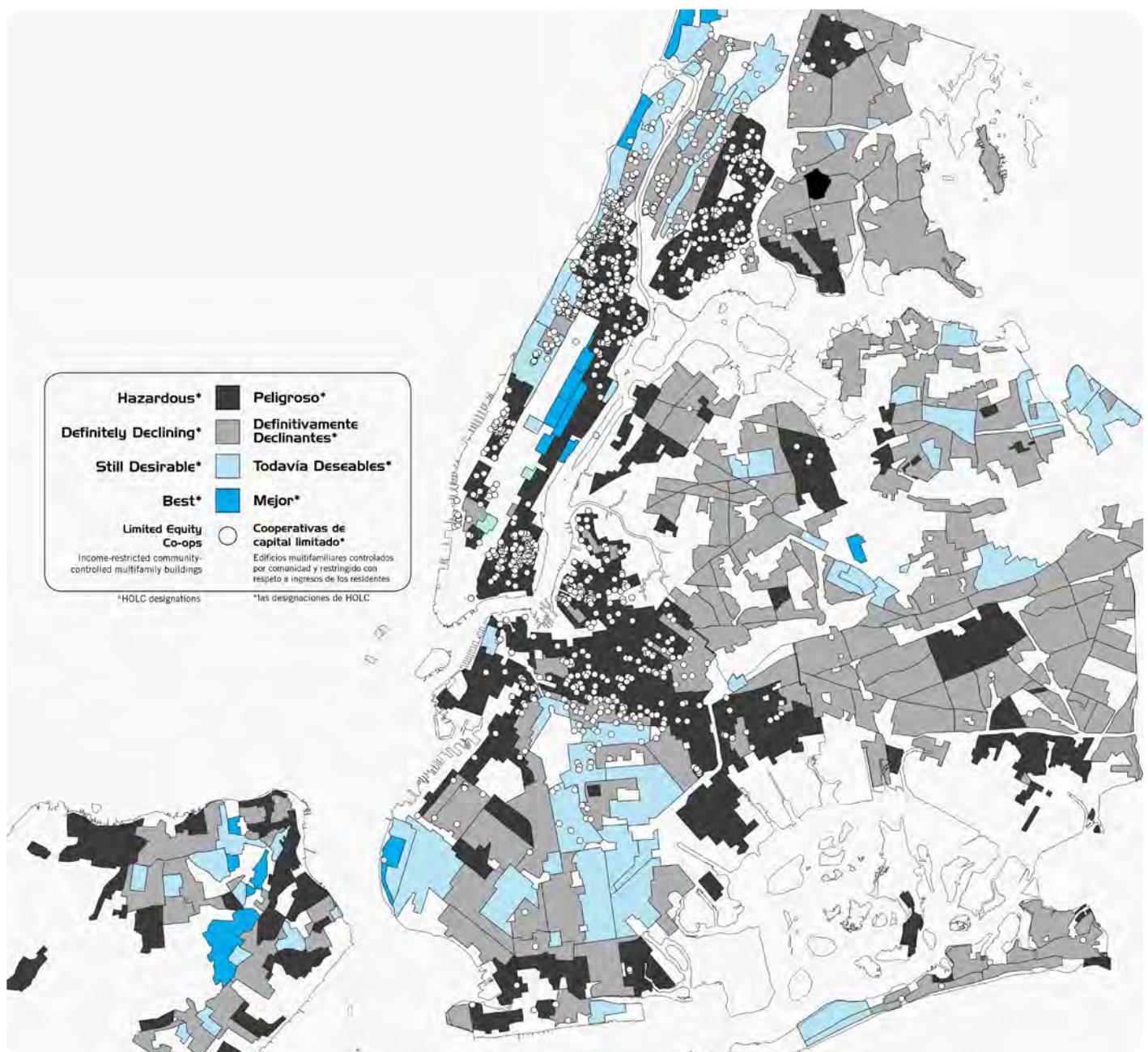
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

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

Housing Justice is Racial Justice

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



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

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



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

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

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



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

203
trainings for
affordable
co-op
residents



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



Our Co-op
Preservation
team helped

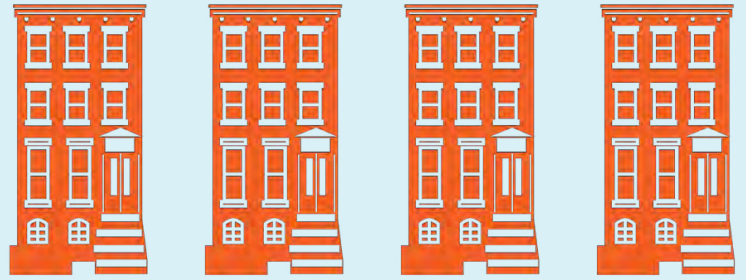
15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

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



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

developed **over**

1,300 units of

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



FIRM BIO



ACETO LANDSCAPE ARCHITECTS

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

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

PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

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



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

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



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

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



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

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

RESIDENTIAL

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

COMMERCIAL/CAMPUS

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

HOUSING & DEVELOPMENT

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

PUBLIC

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

REFERENCES

CAITLIN CAMERON

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

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

BRUCE HYMAN

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

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

RICH CIECIUCH

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

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

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
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JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
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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.

101 of 140



FRONTRUNNER PARK SCARBOROUGH ME

This third phase of The Downs master plan includes over 200 homes across a broad range of affordability including compact, lane-loaded single family and pocket homes as well as more than 75 apartment units and ground floor office space. The plan is organized around a series of small parks and a highly-walkable street grid.

KEY STAFF	Nick Aceto, Seth Kimball
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Permitted, Expected Construction Fall 2020
REFERENCE	Jay Chace, Planning Director, Town of Scarborough Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

Aceto Landscape Architects worked closely with architect, owner and contractor on this urban infill development, providing creative streetscape and urban plaza design interventions. The project included 8 affordable residential units, 5,000 SF of commercial / light industrial space, parking, and integration with the town's transit system.

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

Freeport Live-Work is a community master plan envisioned as a series of mixed-density neighborhoods including more compact, single-family pocket homes as well as mixed-use townhomes and commercial-office buildings

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Urban Design, Planning
STATUS	Planned
REFERENCE	Undisclosed



BASALT ON-CALL PLANNING

BASALT CO

ALA was tasked with the study of two parcels within the Town of Basalt Growth Management Area for feasibility of alternative 'affordable' housing development options. ALA explored options for pocket neighborhoods, compact lot scenarios, and consolidation of infrastructure as a means to offset development cost and in turn reduce home pricing.

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed



BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

ALA provided master planning, urban design and landscape architecture services for the larger mixed-use community surrounding the Broken Compass Brewery site in Breckenridge, Colorado.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	On-Hold
REFERENCE	Rich Ciuciuch, Project Workshop



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

ALA worked collaboratively with this Lewiston CO-OP via a series of charrettes and workshops to help develop a plan for a new CO-OP building which could be replicated across a number of typical infill sites across Lewiston. Working with residents, ALA and BILD Architecture built consensus around parking, site utilization, program, and amenities.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Site Planning, Urban Design, Public Engagement
STATUS	Planned, On-Hold
REFERENCE	Craig Saddlemire, Evan Carroll



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

Situated on a former commercial shipping yard between an existing railroad corridor and historic Main Street, Railroad Square is conceived as a compact, walkable, mixed-use residential community which celebrates the site's historic commercial character while testing new models for living and working.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Site Planning
STATUS	Planned
REFERENCE	Kevin Bunker, Alex Jaegerman



JAX SCHOONER HEAD EAST CO-HOUSING

BAR HARBOR, ME

The Jackson Laboratories is an institution with a long history in Bar Harbor and one of the State of Maine's largest employers. ALA was tasked with developing a site inventory and analysis and conceptual master and site plans for employee and guest housing on a 36.5 acre parcel directly adjacent to the main campus.

KEY STAFF	Nick Aceto
SERVICES	Site Planning, Urban Design
STATUS	Planned, Under Way
REFERENCE	John Fitzpatrick



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

ALA has worked closely with Black Shack Office to develop plans and visualization for expansion of this live-work community in Basalt, CO. The community is comprised of 6 buildings with commercial, light-industrial space on the ground floor with tenant-finish residences above.

KEY STAFF	Nick Aceto
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed 2019
REFERENCE	Glenn Rappaport



LIBBYTOWN PLAYScape

PORTLAND ME

ALA worked closely with the Libbytown Neighborhood Association to provide conceptual design and visuals for a new playground planned in Dougherty Field Park in Portland. Due in large part to ALA's imaginative design in conjunction with the neighborhood association's proposal, the project was awarded more than \$130,000 in CDBG funding in 2018 through the competitive selection process with the City of Portland.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	Under Way Summer 2020
REFERENCE	Ethan Hipple, Zack Barowitz

Blackstone Senior Living

Location: Falmouth, Maine

Completion Date: February 2018

Size: 15,000 square feet new

Program: 19 units new, 1-bedroom, and 2- bedroom apartments to Passive House performance levels; plus significant rehabilitation of 20 existing units

Cost: \$185 / sf

Scope: New Construction and rehabilitation

Reference:

Catherine Elliott

Avesta Housing

(207) 553-7780

CElliott@avestahousing.org





48 Union Wharf | Portland, ME. 04101 | tel. 207.772.6022

www.archetype-architects.com

Company Background and History

Archetype Architects has, since 1983, developed an extensive portfolio of building projects in Maine and New England. We are a commercial architectural firm specializing in business, retail and housing developments. Our areas of service include master- planning, architectural design, and interior design. Prior to 1983 David Lloyd and Bill Hopkins maintained separate practices after having begun their careers in Boston and New York, respectively.

Archetype regularly designs and completes commercial projects in a very diverse field of typologies. Everything from hospitality and multi-family residential to offices and light industrial projects is well within our purview.

Personnel:

Principals: David Lloyd
William Hopkins

Architects: David Mele
Barry Yudaken
Virginie Stanley
Katherine Detmer
James Broadbent

Architectural Associates: Michael Hutchins
Mike Coyne
Devin Cough

Architectural Interns: Maryna Nelson
Sam Berry

Interior Designer: Sally Anderson

Office Manager: Susan Geffers

Registration Status:

Maine, New Hampshire, Massachusetts, Connecticut, New York, New Jersey, RI and US Virgin Islands

Professional Affiliations:

National Council of Architectural Registration Board
International Building Code
National Fire Protection Association

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

Project & Location	Type of Project	Client
Osprey Circle S. Portland, ME	48 Units Apartments 2 large multi-unit buildings	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Oriole Way Ellsworth, ME	50 Units Apartments 7 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Webster Point Orono, ME	15 Units Condos 7 Buildings Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Summer Street Gardiner, ME	15 Units Apartments 2 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Minot Ave. Auburn, ME	36 Units Apartments 3 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Maple Street Augusta, ME	29 Units Apartments 3 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Deering Place Portland, ME	75 Units Apartments	Avesta Housing (207) 553-7780
Motherhouse Portland, ME	88 Units Elderly Apartments	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Fox School S. Paris, ME	12 Units Elderly Apartments	Avesta Housing (207) 553-7780
Larrabee Commons Westbrook, ME	38 Units Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
Millbrook Estates Westbrook, ME	38 Units Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
St. Ignatius Sanford, ME	66 Units Apartments	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Eliot Housing Eliot, ME	38 Units Elderly Apartments HUD	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Carleton Street Portland, ME	37 Units Apartments	Avesta Housing (207) 553-7780
Huse School Bath, ME	58 Units Apartments	Nathan Szanton - The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Hodgkins School Augusta, Me	47 Units Apartments	Amanda Bartlett - Augusta Housing amanda.bartlett@augustahousing.org
134 Washington Ave. Portland, ME	18 Units Veterans Housing	Avesta Housing (207) 553-7780

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

Project & Location	Type of Project	Client
Village Green Cumberland, ME	38 Units Apartments	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Sanford Mill Sanford, ME	36 Units Apartments	Northland Enterprises, LLC Rex Bell
Danforth on High Portland, ME	30 Units Apartments	Random Orbit, Inc. Peter Bass
Hyacinth Place Westbrook, ME	37 Units Apartments	Avesta Housing (207) 553-7780
Sullivan School Apartments South Berwick, ME	34 Units Apartments	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Emery School Apartments Biddeford, ME	24 Units Apartments	Avesta Housing (207) 553-7780
The Mill at Saco Falls Biddeford, ME	66 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Spring Crossing Elderly Housing Westbrook, ME	34 Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
53 Danforth Portland, ME	43 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Walker Terrace Portland, ME	40 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Casco Terrace Portland, ME	27 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com





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

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

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

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

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

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

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

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



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

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

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

- **Munjoy Heights**

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



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

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

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

- **200 Valley St**

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



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

- **Little Dolphin Drive & Jocelyn Place**

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



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

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

- **89 Anderson Street**

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



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

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

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

- **667 Congress Street – The Hiawatha**

The \$28 million project included the civil/site engineering design for the 8-story, first floor retail and 139-unit apartment building on Congress Street in Portland. Vehicle parking is served by two levels with separate access from Vernon and Avon St. The project featured building and site design in an historic district adjacent to Longfellow Square.

Services included, but is not limited to, permitting with the City of Portland, layout and design of sanitary sewers, storm drains, water mains, pedestrian and vehicle entrances, building locations, parking lot design, and parking garage grading and drainage. Acorn provided significant coordination between the Architect, Structural Engineer, Geotechnical Engineer, Construction Management Company, Owner, and the City.





CREDERE

ASSOCIATES, LLC

Brownfield Assessment & Cleanup

Credere specializes in redevelopment planning, engineering, and environmental sciences with a goal of providing services that positively impact the community, economy, and environment using Smart Growth principles. Credere is SBA certified 8(a); DOT certified DBE in ME, NH and MA; and Self-Certified EDWOSB/WOSB.

The word “credere” means “to believe” in Italian. Credere is also an acronym for community revitalization, economic development, environmental remediation, and engineering. It was very important to Theresa and Rip Patten when naming the company that the name communicates something more than crediting the owners. The name should embody the company mission: what the company believes, what it aspires to do for its clients, and the means through which it can be achieved. To us, Credere is the perfect name. We believe that we can use our engineering education and our knowledge of environmental remediation to help our clients achieve community revitalization by successful completion of redevelopment projects. It is our small way to make the world a little better. Credere works with planning commissions, municipalities, economic development boards, private developers, and local and federal government agencies to overcome environmental issues that are hindering the redevelopment process.

Credere’s mission is to provide services that positively impact the community, economy, and environment that our clients and employees work, live and play.

Credere has extensive experience in completing long-term, sustainable Brownfields Programs and private redevelopment projects, which use smart growth principles. The projects include various tasks, such as, environmental assessment, re-use planning and remediation and redevelopment engineering.



Marada Adams School – 48 Moody Street, Portland, Maine

The 1.5-acre Marada Adams Community School was used as an educational facility from 1958 until 2006, when the school was closed and the property was vacated. Historically, the property contained a complex of buildings occupied by the Portland Railroad Company and a trolley railroad crossed the middle of the site. During the late 1800s, a portion

of the property was also used as the Burgess, Forbes & Company White Lead & Color Works facility (a can and hand grenade manufacturer). Credere performed a Phase I assessment at the property in anticipation of a transfer of ownership from the City of Portland to a private non-profit affordable housing developer, AVESTA Housing. Following the sale of the property, Credere performed Phase II activities to investigate potential hazardous building materials and contaminated soil. Based on the Phase II data, the developer was able to anticipate concerns with worker and future residential exposure, and waste soil disposal. Credere helped the development team minimize the financial and logistical impact of these issues through the re-design of the site layout, enrollment in the Maine DEP VRAP program, and attainment of a \$200,000 Brownfields cleanup grant. Between 2012 and 2013, Credere oversaw the remediation of hazardous building materials, contaminated soils, and the redevelopment of this site into 16 units of affordable homeownership housing, a public greenway and a playground. The project transformed an underutilized Brownfields site located in an otherwise vibrant neighborhood and returned it to the community.



Thornton Heights Commons – 611 Main Street, South Portland, Maine

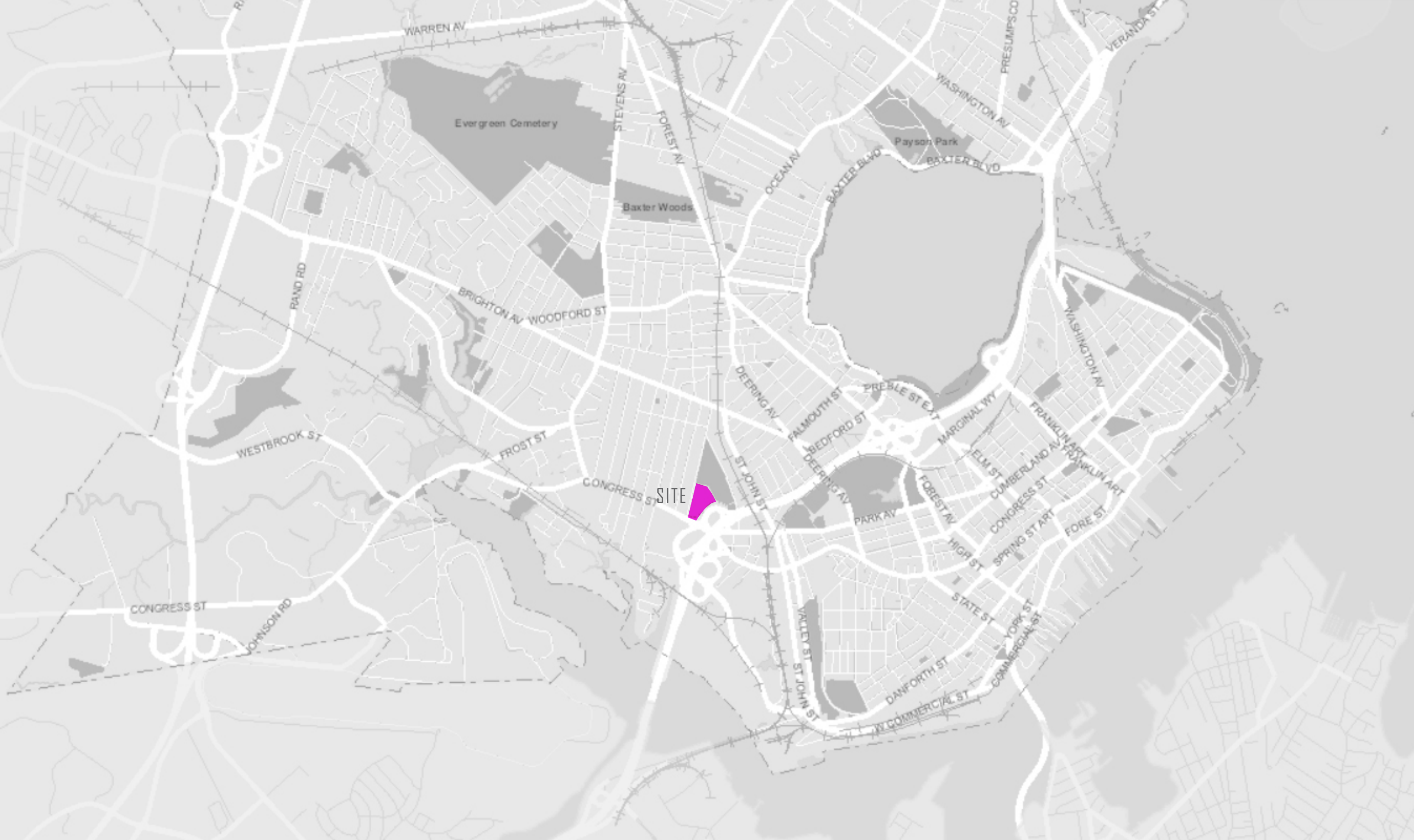
The South Portland Housing Authority acquired the former St. John parish church, rectory (i.e. a residence for clergy), and a church school in Thornton Heights or South Portland, Maine. The buildings on the 1.81-acre site were severely dilapidated and contained substantial hazardous

building materials including lead, asbestos, and PCBs, and soil was contaminated from lead paint around all of the Site buildings. Credere performed several phases of environmental investigation, geotechnical investigation, assisted the housing authority in obtaining a \$500,000 EPA Brownfields cleanup grant, and cleanup and redevelopment planning. In 2020, Credere oversaw the solicitation of bids from cleanup contractors and subsequently implemented the abatement and remediation of the site, demolition of the Site buildings, and preparation of the site for redevelopment. The project is currently moving to construction of a 46,000 square foot four-story mixed-use affordable housing projected that will include parking for seventy vehicles,

a 10,000 s.f. community open space, and three new single-family house lots. The building will consist of 42 apartments on the three upper floors, a community space, and 7,000 s.f. of commercial space on the ground floor.

State Street School – 261 Center Street, Brewer, Maine

The State Street School was a 6,630-square foot two-story building that was constructed in 1948. The Site building was operated as an elementary school from 1948 until June 2011 and was vacant thereafter. Based on assessment work completed at the Site by Credere and others, asbestos, lead, and universal and/or hazardous waste were considered to be contaminants of concern. Credere assisted the City in remediation planning and environmental clean activities, which included abatement and removal of asbestos; universal, special, and hazardous waste; and lead-based paint building debris in accordance with the Maine DEP VRAP. To support the redevelopment of the Site, Credere completed a geotechnical engineering evaluation and provided recommendations for the design and construction of the 48-unit Community Housing of Maine (CHOM) affordable housing development. This was the first multi-family passive building in ME and in New England, and at the time, was the largest passive housing building anywhere in the country. As part of this work, Credere conducted a subsurface exploration program, which included laboratory testing, evaluating subsurface conditions, and completing geotechnical engineering analyses including settlement and bearing capacity calculations and limited stability assessment of proposed excavations.











DOUGLASS STREET

EXISTING HOMES, SINGLE AND MULTI-FAMILY

R.O.W.

TOTAL AREA
1.9 +/- ACRES

DOUGHERTY FIELD PARK

EXISTING TRAIL

I-295 INTERCHANGE

CONGRESS STREET



LAND USE SUMMARY			
BLDG	HT	UNITS	GSF
A (CO-OP)	3ST.	12	~11,760
B (CO-OP)	2 ST.	4	~4,080
C (CO-OP)	2 ST.	4	~4,080
D (CO-OP)	2 ST.	4	~4,080
E (CO-OP)	2 ST.	4	~4,080
F (CO-OP)	3 ST.	12	~11,760
G (CO-OP)	3 ST.	12	~11,760
H (CO-OP)	4 ST.	56	~63,964
TOTAL		108	~115,564

PARKING SUMMARY	
81 SPACES	(.75/UNIT)

LOT COVERAGE	
TOTAL ENVELOPE	~3.08 AC.
TOTAL BLDG COVERAGE	~40,230 SF
TOTAL IMPERVIOUS PAVING	~40,163 SF
TOTAL LOT COVERAGE	80,393 SF (~60%)

CONNECTION TO
BUS STOP

RAIN GARDEN

COVERED
PARKING/
BIKE PARKING

BLDG A
3-STORY
12 CO-OP
HOMES

BLDG B
2-STORY
4 CO-OP
HOMES

BLDG B
2-STORY
4 CO-OP
HOMES

BLDG B
2-STORY
4 CO-OP
HOMES

BLDG B
2-STORY
4 CO-OP
HOMES

BLDG F
3-STORY
12 CO-OP
HOMES

FUTURE PLAYGROUND LOCATION

DOUGHERTY FIELD
PARK

RAIN GARDEN

SHARED STREET

BLDG H
4-STORY
56 APARTMENTS

BLDG F
3-STORY
12 CO-OP
HOMES

FUTURE BASKETBALL LOCATION

APPROX. DEVELOPMENT ENVELOPE

POTENTIAL FOOD FOREST

EXIT 5

DOUGLASS STREET

DOUGLASS COMMONS CO-OP+
OVERALL SITE PLAN

EXISTING LITTLE LEAGUE FIELD

NORTH

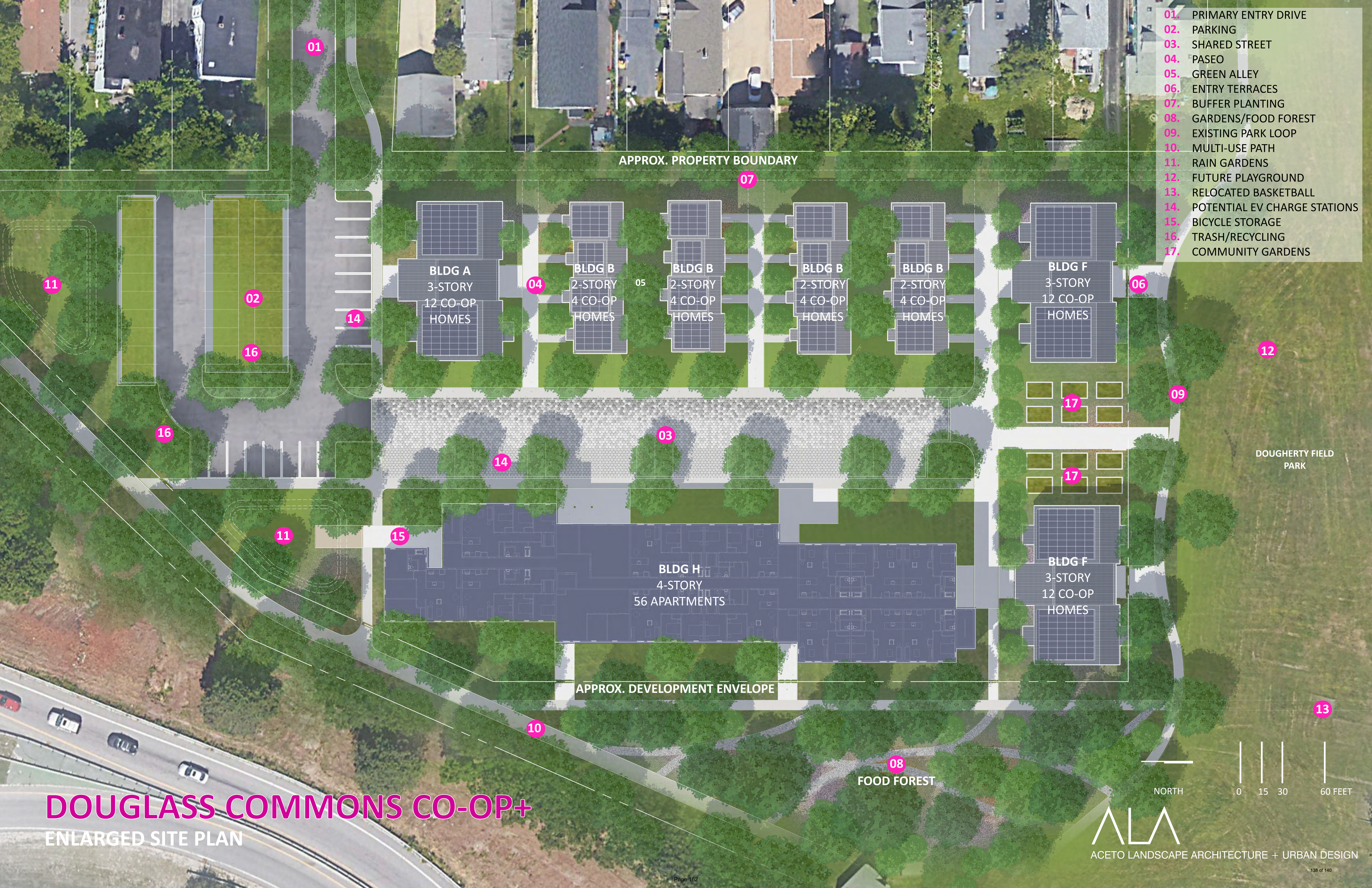
0 15 30 60 FEET

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

0 15 30 60

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- 01. PRIMARY ENTRY DRIVE
- 02. PARKING
- 03. SHARED STREET
- 04. PASEO
- 05. GREEN ALLEY
- 06. ENTRY TERRACES
- 07. BUFFER PLANTING
- 08. GARDENS/FOOD FOREST
- 09. EXISTING PARK LOOP
- 10. MULTI-USE PATH
- 11. RAIN GARDENS
- 12. FUTURE PLAYGROUND
- 13. RELOCATED BASKETBALL
- 14. POTENTIAL EV CHARGE STATIONS
- 15. BICYCLE STORAGE
- 16. TRASH/RECYCLING
- 17. COMMUNITY GARDENS



DOUGLASS COMMONS CO-OP+

ENLARGED SITE PLAN



WOONERF



WOONERF



COMMON GREEN



PARK PROMENADE

EXHIBIT D

Minimum Household Size and Maximum Allowable Monthly Rent Calculation

The Minimum household size for a unit is based on the number of bedrooms in the unit, as set forth in the table below. The maximum allowable monthly rent for a unit is 1/12 of 30% of the Area Median Income, based on the minimum household size for a unit, less the occupant's costs for utilities.

	Studio/One-Bedroom Unit	Two-Bedroom Unit	Three-Bedroom Unit	Four-Bedroom Unit
Minimum Household Size	1	2	3	4

For Example, utilizing 2020 AMI levels, and assuming no out of pocket utility costs, the maximum allowable monthly rent would be as follows:

Studio/One Bedroom Unit: $1/12(0.30 \times \$70,630) = \$1,765.75$

Two Bedroom Unit: $1/12(0.30 \times \$80,720) = \$2,018.00$

Three Bedroom Unit: $1/12(0.30 \times \$90,810) = \$2,270.25$

In the event that the occupant has out of pocket utility expenses, the maximum allowable monthly rent would be decreased by the amount of those utility expenses. For example, for a two bedroom unit with \$300 in monthly utility expenses, the maximum allowable monthly rent would be $\$2,018.00 - \$300 = \$1,718.00$.

Utility allowance will be calculated in one of two ways: (1) using the utility allowance established by the Portland Housing Authority or (2) based on actual documented utility usage at the property.



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

TO:	Councilor Spencer Thibodeau, Chair Members of the Housing and Economic Development Committee
FROM:	Mary Davis, Division Director Housing and Community Development Division
DATE:	April 2, 2021
SUBJECT:	Public Hearing and Vote on Recommendation to the City Council on Proposed Purchase and Sale Agreement for the Sale of City Property at 21 Randall Street

I. SUMMARY

Staff is requesting that the members of the Housing and Economic Development Committee vote to recommend to the City Council a Purchase and Sale Agreement for the sale of city-owned property located at 21 Randall Street.

II. BACKGROUND

On August 18, 2020, the Economic Development Committee authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the Greater Portland Community Land Trust (GPCLT) development for the 21 Randall Street property.

The project proposed by the GPCLT, is called Back Cove Flats and will be a condominium consisting of the greater of eight three-bedroom and five one-bedroom dwelling units, or the maximum number of units allowed under the current zoning. Each unit will be individually owned while the land will be owned and leased by the GPCLT. The project will maintain affordability for a period of 99 years. The units will be affordable to households earning less than or equal to 120% of the area median income (AMI). The project will be subject to the requirements of the Inclusionary Zoning Ordinance, which means that 25% of the units will be affordable to households earning less than or equal to 80% of the area median income.

Terms of the Purchase and Sale Agreement

Purchase Price: \$1.00

Due Diligence Period: Thirteen (13) months after the date of the Purchase and Sale Agreement, to complete survey, environmental review, inspections, title examinations, obtain zone change, site plan and other permits or regulatory approvals.

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

Construction Start Date: Construction must commence within twenty (20) months after the Closing Date.

Buyer's Post Closing Obligations

For a period of 99 years after completion of the project, all of the units will be affordable to households earning less than or equal to 120% AMI. (Note: since the project is creating more than 10 units, 25% of the units will be affordable to households earning at or below 80% AMI.) The formula to calculate the maximum allowable purchase price will be similar to the formula used in the Inclusionary Zoning Ordinance.

Rights of City To Repurchase Property

If construction does not commence within 20 months after the Closing Date, the City has the right to repurchase the property. The repurchase price is defined as the purchase price plus all commercially reasonable and documented design, development, construction, and regulatory approval expenses incurred by the buyer and directly attributable to the development of the property. Rights to the designs, plans, approvals, etc. may be assigned or transferred to the City. Any conveyance to the City under the option to repurchase will be free and clear of all encumbrances.

Attachments:

Proposed Purchase and Sale Agreement and its Exhibits:

Exhibit A RFP for Disposition of City-Owned Property located at 43 and 91 Douglass Street

Exhibit B GPCLT Response to RFP

Exhibit C Minimum Household Size and Maximum Allowable Purchase Price

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this _____ day of _____, 2021 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Seller” or “City”), and Greater Portland Community Land Trust, a Maine Non-Profit Organization, having a mailing address of P.O. Box 8223, Portland, ME 04104 (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 0.3204 acres of land at or near 21 Randall Street, Portland, Maine (the “Premises”) and did advertise RFP #20066 dated April 10, 2020, entitled Request for Proposals for Disposition and Development of City-Owned Property Located at 21 Randall 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 166 B014-015-016 and is generally depicted on Attachment C to the Request for Proposals); and

WHEREAS, Buyer submitted a proposal dated June 13, 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, if it chooses to do so, and at Buyer’s sole expense, any surveys, environmental review, inspections, and title examinations and to obtain any zone change, site plan approval, and any other permits and regulatory approvals, including rezoning, required for the Project. Buyer may, in its sole discretion, elect to notify the City in writing that the Buyer elects to terminate the Due Diligence Period sooner and proceed to closing.

- 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 two months prior to the expiration of the Due Diligence Period. The survey description is subject to the City's review and approval. City shall notify Buyer of any objections to the survey and description prior to the expiration of the Due Diligence Period.
- c. Financing Contingency. The Buyer's obligation to close is contingent on obtaining construction financing and home buyers for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. Buyer anticipates that financing to include, but not be limited to, the following: (i) pre-development loan and construction financing from CEI and Genesis Fund; (ii) State of Maine Community Solutions Grant; (iii) City of Portland loan from the Housing Trust Fund; (iv) bank funding; (v) other Federal, State, Municipal funding if needed; and (vi) personal home loans secured by home buyers. Buyer may terminate this Agreement and receive a full refund of the Deposit if the financing contingency described above is not met during the Due Diligence Period.
- d. 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.
- e. 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).
- f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of

record and easements described herein; (ii) easements for utilities servicing or otherwise affecting 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.

- g. 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.** Prior to Closing, 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 that Buyer defaults on any matters addressed in this Agreement that survive Closing, Seller may pursue all available legal and equitable remedies. 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 date and time specified by two weeks’ written notice from Buyer to the City 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 twenty (20) months after the Closing Date, Buyer shall commence construction of the project described as "Back Cove Flats" as it is generally described in the Proposal (the "Project"). For purposes of this Agreement, "commence construction" means physically undertaking significant construction activity, such as foundation excavation, brownfields remediation pursuant to an approved VRAP (if required), or similar construction activities. As more fully set forth in the Proposal, the Project shall be a condominium consisting of the greater of eight three-bedroom dwelling units and five one-bedroom dwelling units, or the maximum number of dwelling units allowed under the current zoning for the Premises. All units will be individually owned within a homeowner association. Each owner will have fee simple title to their condominium unit, and the land on which the units are situated will be owned by, and leased from, the Greater Portland Community Land Trust. Unit owners must reside in their units as their primary residence. No unit may not be held as investment property or rented out for any period, unless the unit is owned by Buyer, in which case the unit may only be rented out for periods of thirty days or more.
- b. Affordability Restrictions. For a period of 99 years after a certificate of occupancy for the Project has been issued (the "Affordability Period"), all units in the Project shall be affordable to low- and moderate-income households earning less than or equal to 120% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses, including utilities, or the percentage of income that the household must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium or homeowners association fees, insurance and utilities), shall not exceed 30% of the household's gross monthly income, or other amount established in city regulations that does not vary significantly from this amount. Minimum household size allowed per unit

and the formula for calculating maximum allowable Purchase Price is detailed on Exhibit C, which is attached hereto and made a part hereof.

- c. Income Restrictions. In order to purchase and reside in a unit in the Project during the Affordability Period, a household must not earn more than 120% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development (“HUD”).
- d. Option to Repurchase. If Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within twenty (20) months after the Closing Date, and complete construction of, and obtain a certificate of occupancy for, the Project within thirty-six(36) months after the Closing Date, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all commercially reasonable and documented, design, development, construction, and approval expenses (“Approved Expenses”) incurred by Buyer, its successors or assigns, to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase the Property. The parties acknowledge and agree that the Approved Expenses are intended to include only costs incurred directly in connection with the development of the Property for documents, agreements, designs, plats, plans, approvals, and construction, the rights to which may be assigned or transferred to the City. In no event shall the Approved Expenses include salaries, developer fees, or the like paid by Buyer, its successors or assigns to their members, shareholders, partners, employees, or agents. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City, free and clear of all encumbrances, 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.
- e. 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 and incorporated into the declaration of condominium for the Project. The Project shall be consistent with the provisions in the Proposal and the Request for Proposals. To the extent that the provisions of the Proposal and this Agreement disagree, this Agreement shall govern.

12. ENTIRE AGREEMENT. This Agreement and its attachments represent the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the 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:

Greater Portland Community Land Trust
P.O. Box 8223
Portland, Maine 04104

With a copy to:

Jewell and Bulger
ATTN: Paul Bulger
511 Congress Street
Portland, Maine 04101

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

**GREATER PORTLAND COMMUNITY
LAND TRUST**

WITNESS

Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

CITY of PORTLAND, MAINE
Request for Proposals for Disposition and Development of City-Owned Property
Located at 21 Randall Street
RFP #2020-1

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 21 Randall Street. The site is designated on the City of Portland Tax Assessor's Map as lot CBL 166 B014-015-016.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:00 p.m., Tuesday, June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 21 Randall Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 21 Randall Street, which currently is a vacant lot.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) on the recommendation of the Housing Committee to market the City-owned vacant property located at 21 Randall Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

- a. Location:** 21 Randall Street, as identified in the City of Portland Assessor's records as lot CBL 166 B014-015-016. (See Attachment 2).
- b. Existing Conditions:** 21 Randall Street is located on three parcels totaling .3204 acres with frontage on Randall and Illsley Street in the East Deering Neighborhood. The surrounding context is predominantly residential with the majority of homes in the area being one and two-family structures. Washington Avenue, the neighborhood's principal arterial roadway, is located one block north of the complex and features a mixture of multi-family structures and commercial land uses.
- c. Current use:** Vacant lot.
- d. General Dimensions:** Together these lot are approximately .3204 acres or 13,956 square feet.
- e. Current Zoning:** R-5. The R-5 zone allows for residential and duplex development. For a single-family home or duplex, the land area per dwelling unit is 3,000 square feet. At 13,956 square feet, this parcel, if split into two lots, would technically allow for four (4) single-family homes or two (2) two-family dwelling units. For complete zoning requirements, please refer to Chapter 14, Land Use, of the City Code.
- f. Rezoning:** Higher density zoning that furthers exceptional projects and other city goals as outlined in Section III may be considered. It should be noted that changes in zoning will require Planning Board and City Council approval.

- g. Condition of the property at the time of disposition:** Portland Water District has a major sewer easement through Lot 166 B016, which would preclude development on that side of the property. However, pavement placed over the easement may be allowed with a minor modification and execution of an Easement Modification Agreement with Portland Water District. (See Attachment 3)
- h. Environmental Conditions:** The City of Portland does not have any specifics with regard to environmental conditions and makes no representations or guarantees with respect to the environmental condition of the site.
- i.** Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income (AMI). Currently, 60% AMI for a family of four is \$55,800 and 120% AMI for a family of four is \$111,600.

Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount.

Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, streetscape, scale, massing, and materials of the surrounding neighborhood. The development's building shall be designed to meet the City's Green Building Code.
3. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.
4. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of

Portland zoning ordinance) or as an investment property. Units shall not be rented for short term periods of one to thirty days.

- The sale or long term lease of the property below fair market value may be considered to support housing development that meets the City's stated goals.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
 - a. 20 points - all units meet the City's Goals and Terms noted in Section III
 - b. 15 points - at least 75% of the units meet the City's Goals and Terms noted in Section III
 - c. 10 points - at least 50% of the units meet the City's Goals and Terms noted in Section III
 - d. 0 points - project does not meet the City's Goals and Terms noted in Section III
2. Economic diversity - 10 points
 - a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
 - b. 0 points - project does not promote economic diversity
3. Age Inclusive – 10 points
 - a. 10 points - creates housing which is age inclusive
 - b. 0 points - does not create housing which is age inclusive

Impact on surrounding neighborhood, including design.

25 points

1. Project Design - 15 points
 - a. 15 points - the proposal is consistent with design characteristics
 - b. 10 points - the proposal is an adequate fit with the neighborhood design
 - c. 0 points - the design is a significant outlier
2. Amenities and unit design - 10 points
 - a. 10 points - amenities & unit design are well thought out and appropriate for residents
 - b. 5 points - amenities & unit design are adequate
 - c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

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

35 points

1. Readiness to proceed - 15 points
 - a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
 - b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s).
2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
 - b. 8 points - development team members have the human and financial resources to complete this project
 - c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
 - d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

- a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
- b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.

- c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.
- d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.
- e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
- f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process to ensure mixed income and long-term affordability.
- g) **Purchase Price or Lease Terms:** Proposed purchase price or lease terms for this property.
- h) **Copies:** Seven (7) copies, with the original so marked, and one (1) digital copy of each proposal shall be submitted.

V. DISPOSITION INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRS Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale or lease of the property.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract which shall be issued to the successful proposer.

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

- A. Proposal Signature Page
- B. Portland Assessor's Record
- C. DPW GIS Sketch
- D. Site Map

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____

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

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

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

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

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

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

Attachment B

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#)
[Home](#)
[Departments](#)
[City Council](#)
[Online Services](#)
[Calendar](#)
[Jobs](#)
[Volunteer](#)

This page contains a detailed description of the Parcel ID you selected.

[New Search!](#)
Current Owner Information:Best viewed at
800x600, with
Internet Explorer

CBL 166 B014001
Land Use Type GOVERNMENTAL
 Verify legal use with
 Inspections Division
Property Location 21 RANDALL ST
Owner Information CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND ME 04101

Book and Page
Legal Description 166-B-14-15-16
 RANDALL ST 21-23
 ILLSLEY ST 34-36
 13956SF

Rental Registration No
Acres 0.3204

Current Assessed Valuation:

TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$11,900.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	
MUNICIPAL TYPE	(\$11,900.00)	389 CONGRESS ST
NET TAXABLE - REAL ESTATE	\$0.00	PORTLAND ME 04101
TAX AMOUNT	\$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).**Building Information:****Building 1**

Year Built
Style/Structure Type

[New Search!](#)

Attachment C

166-B-1 FRONT ST 37-59

40 foot wide
sewer right of way

abandoned?
sewer (typical)

RANDALL ST

166-B-9 166-B-10 166-B-11 166-B-12 166-B-13 166-B-14-15-16

166-C-2 WASHINGTON AVE
166-C-2 WASHINGTON AVE
166-C-2 WASHINGTON AVE
166-C-2 WASHINGTON AVE
166-C-2 WASHINGTON AVE
166-C-2 WASHINGTON AVE
166-C-2 WASHINGTON AVE

166-C-13 166-C-12 166-C-6 166-C-11 166-C-9-10 166-C-8 166-C-17

166-E-2 166-E-3 166-E-4 166-E-15 166-E-5 166-E-6 166-E-7 166-F-1-2 166-F-3-4



City of Portland Maine Parcel Viewer



CITY OF PORTLAND, MAINE

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

Current Date: April 23, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

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

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

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

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

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

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

60% AMI:

Two Bedroom- \$128,219

Three Bedroom- \$138,044

Four Bedroom- \$147,968

120% AMI:

Two Bedroom - \$262,939

Three Bedroom - \$289,566

Four Bedroom - \$316,326

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

CITY OF PORTLAND, MAINE

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

Current Date: May 28, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

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

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

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

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

1. Has the date for receiving proposals been changed or are they still due by 3:00 p.m. Tuesday, June 16, 2020?

No.

2. The soils report for the adjoining Portland Housing Authority Front Street project indicates contaminated soils. Does the City of Portland have a soils report or records indicating that the 21 Randall Street project has contaminated soils? If so can this information be provided to us?

The city has not undertaken any environmental investigation on this site.

3. If there are contaminated soils on the site, does the city have access to federal EPA or other funding to remediate the soils?

Regarding assessment for the other two properties, we are almost out of existing funds and our new \$250,000 of Assessment Funds will become available on Oct. 1, 2020 which is the beginning of the Federal fiscal year. However, we could use our Brownfields Closeout Funds If they were not tax acquired by the City, we may not be able to use our funds for more than Phase I ESAs as we'd likely be seen as responsible parties if they are contaminated. Again, GPCOG may be the source for Phase II Assessment Funds.

4. The RFP states "Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property". Would those financial incentives include:

- a) Assisting in paying the cost of remediating contaminated soil, if present?

See answer to #3 above

- b) Assisting in the rezoning the property from current R-5 zoning to R-6?

Yes.

- c) Financial assistance from the Housing Trust Fund or other sources from the City to develop affordable housing?

Financial assistance may be consider if funding is available.

5. The RFP indicate that housing units developed on the site must be affordable to households earning 60% to 120% of the area median income (AMI) Does the City have a price range in mind for these units?

Please see Section III. 1. In the RFP to find the definition of affordable; City staff will work with the successful bidder to determine allowable purchase price or monthly rent amount.

CITY OF PORTLAND, MAINE

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

Current Date: June 4, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

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

QUESTIONS:

1. *Can you clarify if the sources of funding to assist in the development of the land have to be secured and in place by June 16th? Sources of subsidized funding appear to be the only way to make this development feasible.*

Sources of funding do not have to be secured, see Submission Information c); however, as indicated in the Readiness to Proceed section of the scoring, more points are available to projects that have secured sources of funding.

2. *Can you clarify how much funding is available through the following funding sources:
Portland's Community Land Trust?*

This is not a current funding source.

CDBG?

No CDBG funding will be available until the FY22 funding cycle which begins in October 2020.

HUD HOME funding?

\$493,265 is available through the HOME program; \$87,269 of that amount is reserved for Community Housing Development Organizations. The city's local Housing Trust Fund has \$1,073,700 available. Housing Trust Fund and HOME funds were made available through the Affordable Housing Development Application released on March 6 and is available on the city's website at <https://portlandmaine.gov/2449/Applications> . To date, the city has received three applications requesting a combined total of \$1,495,000 in financial assistance from the city.

CITY OF PORTLAND, MAINE

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

Current Date: June 9, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

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

QUESTIONS:

1. *The RFP states “4. Developments shall create housing options that are age inclusive.” Please clarify what “age inclusive” means.*

The project cannot be restricted by age; for example only available to seniors age 55+.

2. *The RFP states under “Submission Information” that “Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City.” Do you mean the description of our project in words cannot exceed two pages and that we can have pages of drawings in addition to these two pages of text?*

Yes, that is what was meant.

3. *Can we have drawings on 11” x 17” pages that fold out of the 8^{1/2}” x 11” format of the rest of our proposal?*

Yes.

4. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:00 p.m., Tuesday, June 9, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.



Back Cove Row Houses/Back Cove Flats

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

TABLE OF CONTENTS

DEVELOPER

PROPOSAL

Description, Objectives, Schemes, Zoning Change, Ground Lease & Deed Restrictions, Project/Unit Specs

FINANCIAL FEASIBILITY

Budget & Financing, Occupancy & Management Plan, Purchase Price, Marketing

OVERVIEW OF RFP SCORING

Proposed use to achieve the City of Portland's goals

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

Impact on surrounding neighborhood, including design

1. Project design, 2. Amenities and unit design

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

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

ATTACHMENTS

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

A. DEVELOPER

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

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

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

B. PROPOSAL

Description of the Project

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

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

GPCL's 5 Objectives

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

Schemes

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

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

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

For Drawings of 7 row house option see Attachment A

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

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

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

Zoning Change

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

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

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

For Photographs and Maps of Site and Area see Attachment B

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

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

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

Project/Unit Specifications

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

C. FINANCIAL FEASIBILITY**Budget & Financing**

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

The 13 Unit capital stack:

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

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

Simple P&L

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

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

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

Occupancy and Management Plan

Limited Equity Covenants, Conditions, and Restrictions

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

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

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

Management Plan

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

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

For Operating Budgets see Attachment F

Purchase Price

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

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

Marketing

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

OVERVIEW OF RFP SCORING

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

Market Demand

20 Points

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

Economic Diversity

10 Points

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

Age Inclusive

10 Points

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

2. Impact on Surrounding Neighborhood (25 Points Total)

Project Design

15 Points

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

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

Amenities and unit design

10 Points

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

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

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

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

Readiness to proceed

15 Points

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

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

Timetable

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

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

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

We envision six phases to our project:

Phase 0 - RFP Submission to Award and title transfer

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

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

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

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

Phase 2 - Planning Phase: 3-month duration

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

Phase 3 - Financial Phase: 2-month duration

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

Phase 4 - Construction Phase: 9 -12 month duration

Major Tasks: Construction of Project

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

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

Current capacity of development team

10 points

Track record of development team

10 points

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

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

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

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

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

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

The GPCLT Team

For more detailed biographies of team members see Attachment G

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

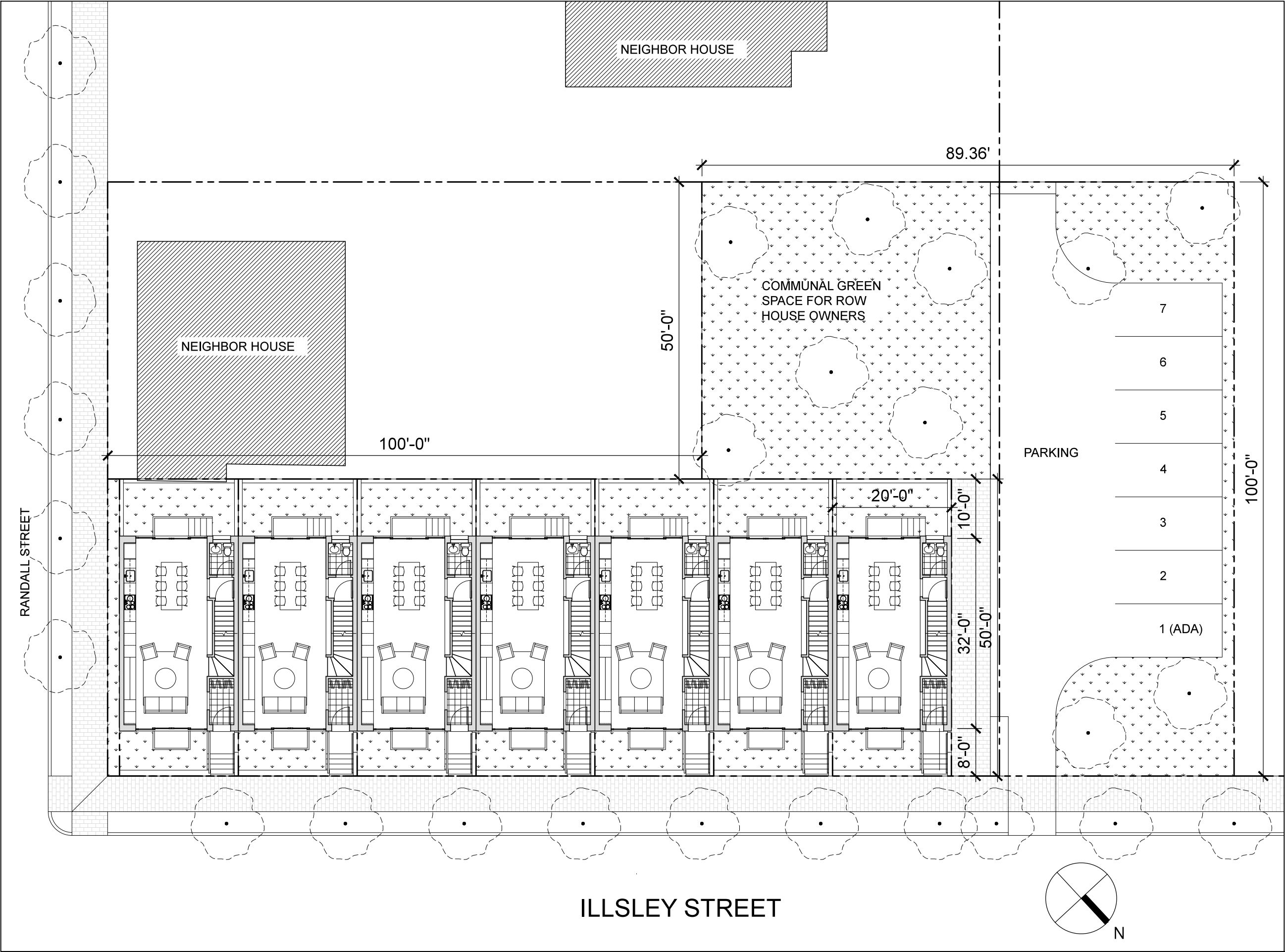
Attachment A – Drawings of 7 Rowhouse Option











SITE PLAN

copyright 2020 Michael Belleau

GPCT PROPOSED TOWN HOUSES

21 RANDALL STREET, PORTLAND, MAINE

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

DATE: 06/16/2020

50

20

10

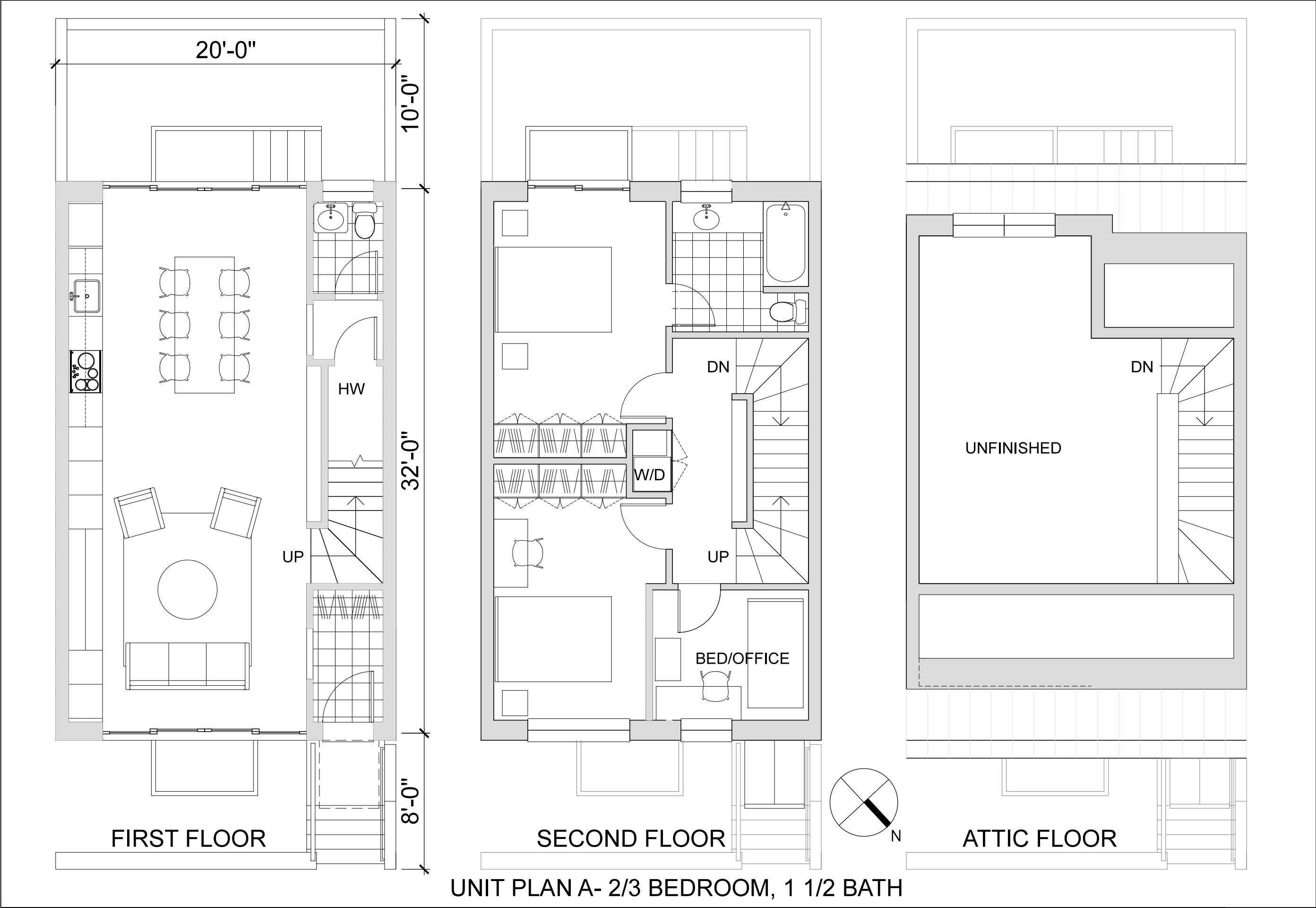
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GREATER PORTLAND COMMUNITY LAND TRUST

P O BOX 8223, PORTLAND ME 04104
GREATERPORTLANDCLT@GMAIL.COM PH: 704.650.9350



Attachment B – Photographs and Maps of Site and Area



NO
PARKING
ANY
TIME

Randall St







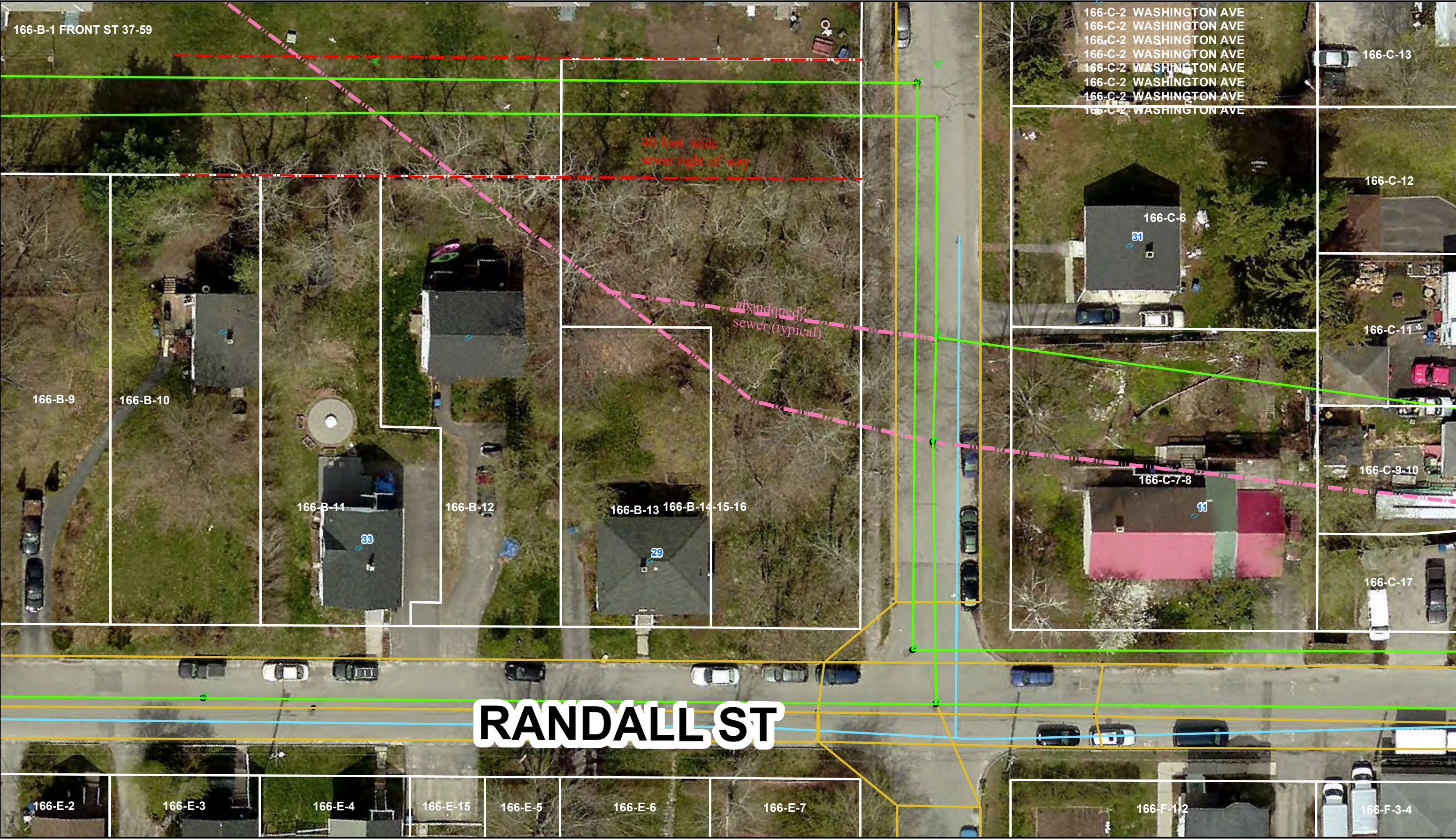
Wesley
Randall St

STOP

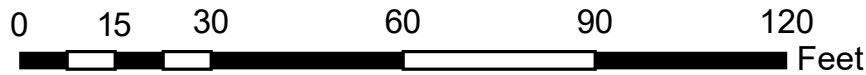
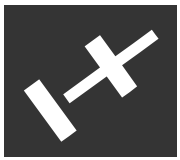
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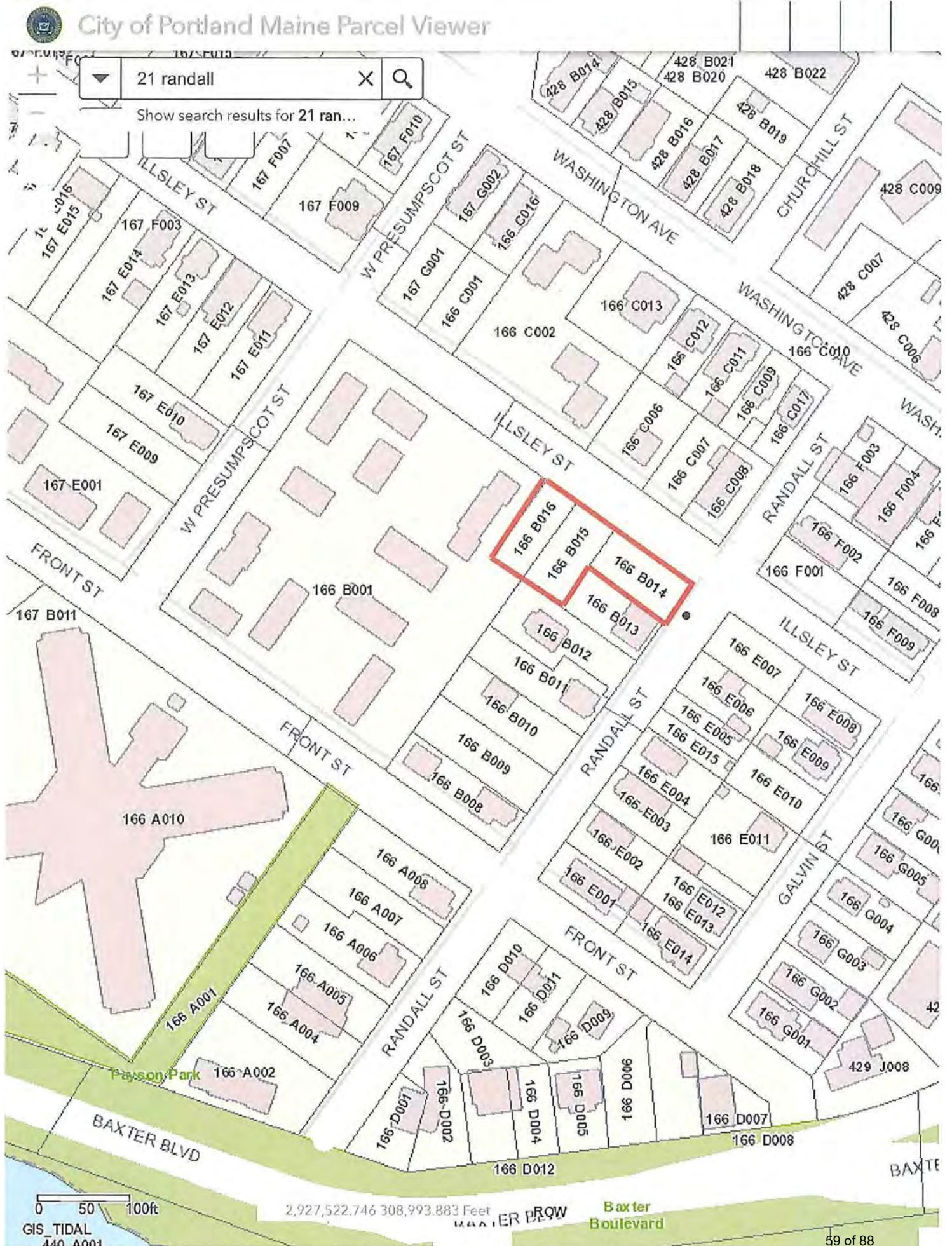






GIS SKETCH OF 21 RANDALL ST
AUGUST 8, 2019 1"=30'





Attachment C – 7 Unit Financials

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

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

Simple P&L

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

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

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

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



June 11, 2020

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

Dear Tim:

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

Terms and parameters would be:

Borrower: Greater Portland Community Land Trust

Term: 12 months

Purpose: Construction

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

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

Interest Rate: 5.5%

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

Projected LTV: 100% or less

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

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

Sincerely,

Elizabeth Fleming-Ives
Executive Director



Capital for Opportunity and Change

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

6/12/20

Dear Mr. Wells:

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

Borrower: GPCLT

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

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

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

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

Origination Fee: 2% of total loan amount

Collateral and Guaranty:

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

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

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



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

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

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

Sincerely,

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

John W. Egan
Chief Investment Officer

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



Benj. F. Packard

Bath Savings Institution

Since 1852

June 12, 2020

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

Subject: Randall Street Project

Dear Mr. Wells,

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

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

Sincerely,

Julie Wagoner
Senior Vice President



June 12, 2020

City of Portland
389 Congress Street
Portland, ME 04101

RE: Randall Street Project

To Whom It May Concern:

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

Please feel free to contact me with any questions.

Sincerely,

Matthew W. Early
Senior Vice President

MWE/ckb



June 12, 2020

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

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

To Whom It May Concern:

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

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

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

Sincerely,

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

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



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

6/2/2020

Dear Scott:

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

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

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

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

Sincerely,

John W Egan
Chief Investment Officer

Attachment F – Operating Budgets

Income 7 Units

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

Expense

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

Income 13 Units

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

Expense

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

Attachment G – Team Biographies

Greater Portland Community Land Trust Board of Directors Biographies

Scott Vonnegut- Chairman of the Board of Directors

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

Education: Rhode Island School of Design- Bachelor of Architecture

Professional Qualifications: Registered Architect in Maine

Timothy Wells

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

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

Greg Plimpton

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

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

Postgraduate studies at SUNY-Albany, N.Y.

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

Michael Belleau

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

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

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

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

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

Education: Boston Architectural Center- Bachelor of Architecture

Architectural Association School of Architecture, London- Extension Studies

Professional Qualifications: Registered Architect in Maine

Ginny Schneider

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

Education: Harvard University- Bachelor of Arts

California State University- Master of Arts

Lado Lodoka

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

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

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

James Devine

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

Zachary Barowitz (Assisting GPCLT Board of Directors)

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

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

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

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

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

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

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

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

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

AUTHORIZED SIGNATURE:  DATE: 6/13/2020

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

ADDRESS: 185 Edwards Street, Portland ME 04102

TELEPHONE: 704-650-9350

E-MAIL: svonnegut@outlook.com

FEDERAL TAX ID #: #02-02975

DUNS #: NA

STATE OF INCORPORATION Maine

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

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

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

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

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

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

CITY OF PORTLAND, MAINE

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

Current Date: April 23, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

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

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

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

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

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

ADDRESS: 185 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

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

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

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

60% AMI:

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

120% AMI:

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

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

CITY OF PORTLAND, MAINE

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

Current Date: May 28, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

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

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

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

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

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

ADDRESS: 185 EDWARDS STREET, PORTLAND ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

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

1. Has the date for receiving proposals been changed or are they still due by 3:00 p.m. Tuesday, June 16, 2020?

No.

2. The soils report for the adjoining Portland Housing Authority Front Street project indicates contaminated soils. Does the City of Portland have a soils report or records indicating that the 21 Randall Street project has contaminated soils? If so can this information be provided to us?

The city has not undertaken any environmental investigation on this site.

3. If there are contaminated soils on the site, does the city have access to federal EPA or other funding to remediate the soils?

Regarding assessment for the other two properties, we are almost out of existing funds and our new \$250,000 of Assessment Funds will become available on Oct. 1, 2020 which is the beginning of the Federal fiscal year. However, we could use our Brownfields Closeout Funds If they were not tax acquired by the City, we may not be able to use our funds for more than Phase I ESAs as we'd likely be seen as responsible parties if they are contaminated. Again, GPCOG may be the source for Phase II Assessment Funds.

4. The RFP states "Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property". Would those financial incentives include:

- a) Assisting in paying the cost of remediating contaminated soil, if present?

See answer to #3 above

- b) Assisting in the rezoning the property from current R-5 zoning to R-6?

Yes.

- c) Financial assistance from the Housing Trust Fund or other sources from the City to develop affordable housing?

Financial assistance may be consider if funding is available.

5. The RFP indicate that housing units developed on the site must be affordable to households earning 60% to 120% of the area median income (AMI) Does the City have a price range in mind for these units?

Please see Section III. 1. In the RFP to find the definition of affordable; City staff will work with the successful bidder to determine allowable purchase price or monthly rent amount.

CITY OF PORTLAND, MAINE

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

Current Date: June 4, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: COOPERATED PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2021

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

ADDRESS: 135 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

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

QUESTIONS:

1. *Can you clarify if the sources of funding to assist in the development of the land have to be secured and in place by June 16th? Sources of subsidized funding appear to be the only way to make this development feasible.*

Sources of funding do not have to be secured, see Submission Information c); however, as indicated in the Readiness to Proceed section of the scoring, more points are available to projects that have secured sources of funding.

2. *Can you clarify how much funding is available through the following funding sources:*

Portland's Community Land Trust?

This is not a current funding source.

CDBG?

No CDBG funding will be available until the FY22 funding cycle which begins in October 2020.

HUD HOME funding?

\$493,265 is available through the HOME program; \$87,269 of that amount is reserved for Community Housing Development Organizations. The city's local Housing Trust Fund has \$1,073,700 available. Housing Trust Fund and HOME funds were made available through the Affordable Housing Development Application released on March 6 and is available on the city's website at <https://portlandmaine.gov/2449/Applications> . To date, the city has received three applications requesting a combined total of \$1,495,000 in financial assistance from the city.

CITY OF PORTLAND, MAINE

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

Current Date: June 9, 2020

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

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

PRINT NAME & TITLE: SCOTT VONNEGUT; CHAIR, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

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

QUESTIONS:

1. *The RFP states "4. Developments shall create housing options that are age inclusive." Please clarify what "age inclusive" means.*

The project cannot be restricted by age; for example only available to seniors age 55+.

2. *The RFP states under "Submission Information" that "Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City." Do you mean the description of our project in words cannot exceed two pages and that we can have pages of drawings in addition to these two pages of text?*

Yes, that is what was meant.

3. *Can we have drawings on 11" x 17" pages that fold out of the 8^{1/2}" x 11" format of the rest of our proposal?*

Yes.

4. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:00 p.m., Tuesday, June 16, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.

EXHIBIT C

Minimum Household Size and Maximum Allowable Rent or Purchase Price Calculation

The Minimum household size for a unit is based on the number of bedrooms in the unit, as set forth in the table below. The maximum allowable rent or purchase price for a unit is based on the minimum household size less other housing related expenses such as utilities, condominium/HOA fees, mortgage insurance, insurance or real estate taxes.

	Studio/One-Bedroom Unit	Two-Bedroom	Three-Bedroom	Four-Bedroom
Minimum Household Size	1	2	3	4

The monthly payment for a home ownership unit is based on 30% of gross monthly income for a household earning 110% of the Area Median Income (AMI) less housing related expenses.

The monthly payment for a rental unit is based on 30% of gross monthly income for a household earning 100% of the Area Median Income less housing related expenses.

For Example, utilizing 2020 AMI levels the maximum allowable monthly rent would be as follows:

Studio/One Bedroom Unit: $1/12(0.30 \times \$70,630) = \$1,765.75$ less housing related expenses

Two Bedroom Unit: $1/12(0.30 \times \$80,720) = \$2,018.00$ less housing related expenses

Three Bedroom Unit: $1/12(0.30 \times \$90,810) = \$2,270.25$ less housing related expenses