

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

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

REMOTE CITY COUNCIL MEETING - JUNE 21, 2021

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

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

ZOOM INFORMATION:

The Portland City Council will hold a meeting on Monday, June 21, 2021 at 5:00 PM.

This meeting will take place remotely using Zoom.

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

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

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85621497951?pwd=UFFoUHdtZldieU1vVms5eFB2L25ZZz09>

Passcode: 206775

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248 7799 or +1 669 900 6833**

Webinar ID: 856 2149 7951

Passcode: 206775

International numbers available: <https://us02web.zoom.us/u/khadnBmg9>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the June 7, 2021 Draft City Council meeting minutes

PROCLAMATIONS:

Proc 17-20/21 Declaring June 21, 2021 Risbara's Greenhouse Day - Sponsored by Kate Snyder, Mayor

Proc 18-20/21 Recognizing the Contributions of Stephen Gove, Executive Director of the Maine Municipal Association - Sponsored by Kate Snyder, Mayor

CONSENT ITEMS:

Order 284-20/21 Declaring July 4, 2021 the July 4th Fireworks Festival - Sponsored by Jon P. Jennings, City Manager

The City of Portland plans to host a fireworks display on July 4, 2021. The display will be held on the Eastern Promenade with the fireworks set to go off at approximately 9:15 p.m. The rain date is scheduled for Monday July 5, 2021.

In an effort to not encourage a mass gathering, there will be no musical performance, VIP area, or ticketed element to this year's celebration. The City will not be providing or managing food vendors as it has in the past.

The festival will run from 6:00 a.m. to 11:00 p.m. Fireworks will be launched from the East End Trail. The trail will be closed from Cutter Street to the Water Treatment Plant from 6:00 a.m. until deemed safe by City staff (approximately 11:00 p.m.). In the event of rain, trail closings would be in effect until Monday July 5, 2021.

Order 285-20/21 Setting a Public Hearing on Citizen Initiative Amendment to Portland City Code Re: Emergency Shelters for 50 or Fewer Only - Sponsored by Katherine L. Jones, City Clerk

This order sets a public hearing for the Citizen Initiative Amendment to the Portland City Code Chapter 14 Section 6.5.6 Supplemental Use-specific conditional use Standards, 6.6.6. (B) Emergency Shelters on July 19, 2021 at 5:30 p.m.

This proposed amendment requires all new emergency shelters to be open 24 hours per day and, except for family and domestic violence shelters, provide shelter to no more than 50 individuals at a time. It also removes several requirements that are not suitable across all types of shelters.

Order 286-20/21 Appointing Constables for Park, Recreation & Facilities - Sponsored by Jon P. Jennings, City Manager

This order appoints Kyle Jensen, Victoria Vouk, Michael Vincent, Matthew Erickson, and Matthew Hagopian, Park Rangers at the Parks, Recreation & Facilities Department, constables for the 2021 calendar year.

These constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests or issue parking tickets.

Five affirmative votes are required for passage of the Consent Calendar after public comment.

LICENSES:

Order 287-20/21 Granting Municipal Officers' Approval of Ganesha Ambrosia, dba Hi Bombay. Application for a Class I FSE at 1 Pleasant Street - Sponsored by Jon P. Jennings, City Manager

Application was filed on 5/18/2021. New City and State applications. New owner of an existing business.

Five affirmative votes are required for passage after public comment.

Order 288-20/21 Granting Municipal Officers' Approval of Commercial Street Pub Inc., dba Commercial Street Pub. Application for a Class A Lounge at 129 Commercial Street - Sponsored by Jon P. Jennings, City Manager

Application was filed on 5/24/2021. New City and State applications. Applicant currently holds a Class XI FSE at this location.

Five affirmative votes are required for passage after public comment.

Order 289-20/21 Granting Municipal Officers' Approval of Portland House of Music and Events, LLC, dba Portland House of Music and Events. Application for a Combined Entertainment at 25 Temple Street - Sponsored by Jon P. Jennings, City Manager

Application was filed on 5/27/2021. New City and State applications. Applicant currently holds an Auditorium License with Combined Entertainment and Outdoor Dining on Public Property. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 290-20/21 Granting Municipal Officers' Approval of El Luchador Holdings LLC, dba Terlingua. Application for Outdoor Entertainment at 40 Washington Avenue - Sponsored by Jon P. Jennings, City Manager

Application was filed on 6/1/2021. New City applications. Applicant currently holds a Class I FSE at this location.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Com 29-20/21 Communication re: the Portland Revaluation - Sponsored by Jon P. Jennings, City Manager

UNFINISHED BUSINESS:

Order 261A-20/21 Traffic Schedule Amendment Re: New 30-Minute Parking Spaces at 132 Marginal Way - Sponsored by Jon P. Jennings, City Manager

As part of improvements to 132 Marginal Way, a private developer is updating the upper floors of the current multi-use building to 1-and 2-bedroom units, and desires more turnover spaces on-street for first-floor commercial space. The requested Council action would allow the development to add seven (7) 30-minute parking spaces to an area that is currently an esplanade.

After a June 7, 2021 postponement, Forestry staff reviewed the plans' proposed removal of mature trees to facilitate the additional parking space. Staff recommend against the removal of these trees due to their size and age, as well as the impossibility of growing similarly-sized, replacement trees in a smaller grow-space.

This item must be read on two separate days. It received its first reading on May 17, 2021. On June 7, 2021, the Council unanimously voted to postpone the Order to the June 21, 2021 meeting. Five affirmative votes are required for passage after public comment.

Written Public Comment(s) Received

Order 278-20/21 Approving and Authorizing Maine Department of Transportation and City of Portland Land Exchange Agreement Re: International Marine Terminal - Sponsored by Councilor Spencer Thibodeau, Chair, Housing & Economic Development Committee

This item would approve the Land Exchange Agreement between the Maine Department of Transportation (MaineDOT) and the City. On May 18, the Housing & Economic Development Committee voted (4-0) to recommend approval of this agreement to the City Council.

The City and MaineDOT properties are determined to be of equivalent value, so no money will change hands. This agreement provides for an exchange as follows:

City of Portland Properties to Exchange with MaineDOT

International Marine Terminal Property: Currently leased to the Maine Port Authority.

Cliff Island Wharf: The State owns all public wharfs in Casco Bay. Transferring this responsibility to the State relieves the City of all financial maintenance responsibility for this Wharf in the future.

MaineDOT Properties to Exchange with the City

Wye Property along County Way: This is a 10-acre site with known environmental issues, which City staff feel can be managed to support site development in the future. Land of this size on the Peninsula is scarce.

Park & Ride Lot (on Marginal Way, adjacent to Miss Portland Diner): The City's intended future use of this property is to support transportation activities.

Former Union Branch Rail Corridor (from Forest Avenue to Park Street, including the railroad bridge): City ownership and MaineDOT commitment to construct a multi-use trail will complete a major trail connection throughout the City.

The Maine Port Authority (MPA) and MaineDOT began leasing the International Marine Terminal (IMT) from the City in 2009. Since that time, the MPA and MaineDOT have dramatically expanded the footprint of the IMT by acquiring adjacent property and have constructed numerous improvements. In 2018, MaineDOT approached the City regarding this land exchange.

This item must be read on two separate days. It received its first reading on June 7, 2021. Five affirmative votes are required for passage after public comment.

Written Public Comment(s) Received

Order 279-20/21 Approving Modification Three to an Agreement between Portland and the Maine Department of Transportation re: Congress Street Traffic Signals - Sponsored by Jon P. Jennings, City Manager

This project is a Locally Administered Project (LAP) where the City administers the project and receives funding from the State. It will modernize the traffic control architecture to the newest standard available along Congress from Fore River Parkway to Stevens Avenue.

Due to the cost of the awarded bid, the Portland Area Comprehensive Transportation System (PACTS) is providing an additional \$127,800 toward the project and the City is providing an additional \$255,839.

This item must be read on two separate days. It received its first reading on June 7, 2021. Five affirmative votes are required for passage after public comment.

Order 282-20/21 Amendment To Zoning Map from B-1 to B-2b for Jeffrey Curran at 163 Washington Avenue - Sponsored by Brandon Mazer, Chair, Portland Planning Board

The applicant seeks a zoning map amendment for a property at 163 Washington Avenue. The property is currently zoned B-1 Neighborhood Business; the application seeks a zoning change to B-2b Community Business.

At their April 13 Public Hearing, the Planning Board voted unanimously to not recommend to the City Council adoption of the zoning map amendment for 163 Washington Avenue from B-1 Neighborhood Business to B-2b Community Business.

The applicant seeks this map amendment to allow for the conversion of the first floor in the existing building at 163 Washington Avenue into a brewery with a tasting area, which is not a permitted use in the B-1 zone.

The Planning Board determined that the proposed zoning map amendment was not consistent with the Comprehensive Plan for the City of Portland (0-7).

This item must be read on two separate days. It received its first reading on June 7, 2021. Five affirmative votes are required for passage after public comment.

Written Public Comment(s) Received

ORDERS:

Order 291-20/21 Appropriating \$400,000 in Home Investment Partnership Program Funds to Equinox Housing Partners LP RE: 73 Winter Street - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation is proposing to construct 43 rental units for family housing at 73 Winter Street and is requesting \$400,000 in HOME funding at 0% interest rate loan deferred for 30 years. The partnership would be called Equinox Housing Partners LP.

The project would include 6 efficiencies apartments, 15 one-bedroom, 13 two-bedroom, and 9 three-bedroom apartments. 26 units (or 60%) would be reserved for households earning at or below 50% of the area median income and 17 (or 40%) would be reserved for households earning at or below 60% of the area median income. Ten (10) units would be set aside for women and families working on all aspects of recovery through Northern Light Mercy Hospital's McAuley Residence program. The units would have affordability restrictions through the HOME program.

The income limit for a one-person household at 50% AMI is \$35,000. The income limit for a one-person household at 60% AMI is \$42,000.

An Affordable Housing Tax Increment Financing request and a Credit Enhancement Agreement (CEA) are being considered in the items below.

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

Order 292-20/21 Designating the 73 Winter Street Affordable Housing Development District and Adopting the Municipal Development Program for the District- Sponsored by Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

During a meeting held on May 4, 2021, the Housing and Economic Development voted (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation is proposing to construct 43 affordable apartments at 73 Winter Street and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project. The partnership would be called Equinox Housing Partners LP.

CHOM has requested two forms of financial assistance: \$400,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$44,581, with an estimated total of \$1,337,426 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$71,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$44,581 with an estimated total of \$1,337,426, would be non-captured general fund revenue.

See previous order for additional information on project affordability.

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

Order 293-20/21 Approving the Credit Enhancement Agreement with Equinox Housing Partners LP - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

During a meeting held on May 4, 2021, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

This is a companion order to the orders above.

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

**Order 294-20/21 Appropriating \$200,000 in HOME Investment Partnership Program Funds and Housing Trust Funds to Winter Landing Housing Partners LP
RE: 91 Winter Street - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation, under the entity name Winter Landing Housing Partners LP, is proposing to construct 52 one-bedroom affordable rental units for adults aged 55 and over at 91 Winter Street. CHOM is requesting \$200,000 through the Affordable Housing Development Program, which includes Housing Trust Funds and HOME funding at 0% interest rate loan deferred for 30 years. The partnership would be called Winter Landing Housing Partners LP.

A separate Affordable Housing Tax Increment Financing request and a Credit Enhancement Agreement (CEA) are being considered in the following orders.

The project would be comprised of 52 one-bedroom apartments. Of those units, 32 (or 62%) would be reserved for households earning at or below 50% of the area median income and 20 (or 38%) would be reserved for households earning at or below 60% of the area median income. Fifteen (15) units would be set aside for homeless individuals referred by the City with a focus on those individuals that have been staying at the shelter for longer than 180 days. The units would have affordability restrictions through the HOME program.

The income limit for a one-person household at 50% AMI is \$35,000. The income limit for a one-person household at 60% AMI is \$42,000.

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

Order 295-20/21 Designating the 91 Winter Street Affordable Housing Development District and Adopting the Municipal Development Program for the District - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

During a meeting held on May 4, 2021, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation, under the entity name Winter Landing Housing Partners LP, is proposing to construct 52 one-bedroom affordable rental units for adults aged 55 and over at 91 Winter Street and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project. The partnership would be called Winter Landing Housing Partners LP.

CHOM has requested two forms of financial assistance: \$200,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$4,700,000 and estimated annual tax of \$78,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 would be non-captured general fund revenue.

See the previous order for additional information on project affordability.

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

Order 296-20/21 Approving the Credit Enhancement Agreement with Winter Landing Housing Partners LP - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

During a meeting held on May 4, 2021, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

This is a companion order the order above.

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

Order 297-20/21 Amending the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District to Make 73 Winter Street and 91 Winter Street Affordable Housing Tax Increment Financing Districts - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to recommend to City Council approval of this item.

This item amends the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District (TOD TIF) by removing 73 Winter Street and 91 Winter Street from the District. This allows those properties to be their own free-standing Affordable Housing TIF Districts to support the proposed affordable housing projects.

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

Order 298-20/21 Adopting Development Program for Portland Downtown for Fiscal Year 2021-2022 - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

The Portland Downtown District (PDD) was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization is needed to establish the PDD special assessments and approve related documents.

For FY2022, City Council authorization is needed for the continued operation of PDD. Relevant actions/documents include: (1) adopting the Development Program for the PDD; (2) assessing Maintenance and Implementation Assessments in the PDD; and, (3) authorizing the Agreement for work to be done by Portland Downtown and work to be done by the City.

The budget for PDD is funded largely from special assessments on all real estate in the current district to fund the PDD development program expenses for FY2022. The proposed mill rate to raise this assessment will be determined once the revaluation assessment values are in, some time during the first quarter of FY2022. It is noted that the PD Assessment mill rate for FY2021 was \$1.05 per \$1,000 of assessed valuation to raise the funds for PD's FY2021 budget of \$1,036,500; the budget will remain the same for FY2022.

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

Order 299-20/21 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2021-2022 - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

This is a companion order with the above.

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

Order 300-20/21 Approving Agreement between the City of Portland and Portland Downtown for Fiscal Year 2021-2022 - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

This is a companion order with the two previous orders.

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

Order 301-20/21 Approving the Second Letter Agreement with Developers Collaborative for the Homeless Service Center on Riverside Street - Sponsored by Jon P. Jennings, City Manager

On June 15, 2021, the Housing & Economic Development Committee voted 4-0 to recommend the approval of this agreement to the City Council.

This agreement will formalize the City and Developers Collaborative's (DC) partnership in the design process for the proposed Homeless Services Center (HSC), including seeking financing and land use approvals. DC shall arrange for and shall supervise the entire permitting, design and city development regulatory approval process for the HSC.

For DC's services for design, and obtaining financing and land use approvals, DC shall earn a development fee of \$250,000, which is significantly below market for projects of this scope. The Development Fee shall be paid at the time the ground lease and master leases are executed and the Project closes on its construction financing, anticipated by December 31, 2021 unless the Second Agreement is terminated.

In the event the Second Letter Agreement is terminated, DC and their independent contractors shall be reimbursed actual expenses to date, plus a percentage of the development fee per the Second Agreement. It is noted that prior to the developer entering into any contract or agreeing to any amount of work to be performed on the HSC, such contract and/or work shall be approved in writing by the City Manager.

On May 18, the Housing & Economic Development Committee selected Developers Collaborative to be the developer for the Riverside Street HSC. At the Committee's June 1, 2021, meeting, the First Letter Agreement was recommended to the City Council for approval; the Council granted the approval on June 7, 2021.

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

AMENDMENTS:

Order 302-20/21 Amendment to Zoning Map Re: R-2 Zone to R-3 Zone at 165 Lambert Street - Sponsored by the Planning Board, Brandon Mazer, Chair

On June 8, 2021, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) that proposed zoning text amendment (to permit food service as part of a neighborhood center) is consistent with the Comprehensive Plan for the City of Portland.

Maine Cooperative Development Partners is requesting the City Council rezone an approximately 13-acre parcel of land located at 165 Lambert Street from R-2 to R-3 Residential, and amend Articles 3, 6 and 7 of the Land Use Code with respect to uses permitted under ‘place of assembly’, as well as dimensional and site configuration requirements for a Planned Residential Unit Development (PRUD). These actions would facilitate the development of City-owned property in accordance with a Request for Proposals (RFP) released in June of 2020, soliciting proposals for an environmentally sensitive, age-inclusive and affordable housing proposal at this location. The map amendment is being requested to allow for higher density multi-family housing in the form of a PRUD, and associated text amendments are being requested to minimize the environmental impact of the development and permit ancillary food service as part of a neighborhood center use. As part of this application, the City of Portland is requesting that 22 additional properties located within a two-block area, bounded by Summit Street, Lambert Street, Auburn Street and the City of Portland Municipal Boundary, also be rezoned from R-2 to R-3 Residential.

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

Order 303-20/21 Amendment to Portland City Code Chapter 14 Re: Neighborhood Center Definition and PRUD Open Space and Dimensional Provisions - Sponsored by the Portland Planning Board, Brandon Mazer, Chair

On June 8, 2021, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) that proposed zoning text amendment (to permit vertical unit configurations in Planned Residential Unit Developments (PRUDs) within all zones where PRUDs are permitted) is consistent with the Comprehensive Plan for the City of Portland.

At a public hearing on June 8, 2021, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) that proposed zoning text amendment (to allow for different common open space forms and configurations within PRUDs) is consistent with the Comprehensive Plan for the City of Portland.

On June 8, 2021, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) that the proposed zoning text amendment (to change the Neighborhood Center definition to accommodate food service) is consistent with the Comprehensive Plan for the City of Portland.

This is a companion order to the above.

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

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

ZOOM INFORMATION:

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Please click the link below to join the webinar:

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 5:05 P.M. (All Councilors Present)

ANNOUNCEMENTS:

Mayor Snyder announced that Councilor Chong's birthday is this Friday, and wished him a Happy Birthday.

Mayor Snyder announced that there will be double meetings in July and in August. The July meeting will be on July 19, 2021 and the August meeting will be on August 16, 2021.

City Manager, Jon Jennings, announced that Greg Mitchell's last day as Economic Development Director is June 7, 2021, today. Jon spoke of Greg's accomplishments, his dedication, and commitment to the City Of Portland.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the draft May 17, 2021 City Council Meeting Minutes

Motion was made by Councilor Thibodeau and seconded by Councilor Ali to approve the May 17, 2021 City Council Meeting Minutes. Passage 9-0.

PROCLAMATIONS:

Proclamation 15-20/21 Recognizing June 2021 as LGBTQ+ Pride Month - Sponsored by Kate Snyder, Mayor

CONSENT ITEMS:

Order 261-20/21 Appointing Members to Various Board and Commissions - Sponsored by the Nominating Committee, Councilor Pious Ali, Chair

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

Order 262-20/21 Declaring June 17 to October 31, 2021 the In the Square Festival - Sponsored by Jon P. Jennings, City Manager

Order 263-20/21 Approving Residential Parking Permit Extension Re: Islander Parking - Sponsored by Jon P. Jennings, City Manager

Order 264-20/21 Declaring July 13, 2021 the Portland Greendrinks Festival - Sponsored by Jon P. Jennings, City Manager

Order 265-20/21 Authorizing City Application for Federal Funds to Dredge Public and Private Berthing and Vessel Support Resources and to Develop a Confined Aquatic Disposal Cell in Portland Harbor - Sponsored by Jon P. Jennings, City Manager

Order 283-20/21 Appointing Constables for the Jetport and the Fire Department - Sponsored by Jon P. Jennings, City Manager

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

LICENSES:

Order 266-20/21 Granting Municipal Officers' Approval of Washington Baths LLC dba Washington Baths. Application for a Class III & IV FSE with Outdoor Dining

on Private Property at 145 Washington Avenue - Sponsored by Jon P. Jennings, City Manager

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

Order 267-20/21 Granting Municipal Officers' Approval of LB Kitchen LLC dba LB Kitchen. Application for a Class III & IV FSE with Outdoor Dining on Private Property and Public Property at 249 Congress Street - Sponsored by Jon P. Jennings, City Manager

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

Order 268-20/21 Granting Municipal Officers' Approval of NPCC LLC dba Aloft Hotel Portland. Application for a Class IA FSE at 379 Commercial Street - Sponsored by Jon P. Jennings, City Manager

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

Order 269-20/21 Granting Municipal Officers' Approval of Mark Barrasso dba Anthony's Italian Kitchen. Application for a Class III & IV FSE with Indoor Entertainment and Outdoor Dining on Public Property at 151 Middle Street - Sponsored by Jon P. Jennings, City Manager

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

Order 270-20/21 Granting Municipal Officers' Approval of City of Portland dba Congress Square Park. Application for an Outdoor Entertainment license at 8 Congress Square - Sponsored by Jon P. Jennings, City Manager

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

Order 271-20/21 Granting Municipal Officers' Approval of Friends & Family, Inc. dba Friends & Family. Application for a Class III & IV with Outdoor Dining on Public Property at 593 Congress Street - Sponsored by Jon P. Jennings, City Manager

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

Order 272-20/21 Granting Municipal Officers' Approval of Rosemont Market Inc dba Rosemont Market. Application for a Class III & IV at 42 Resurgam Place - Sponsored by Jon P. Jennings, City Manager

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

Order 273-20/21 Granting Municipal Officers' Approval of The Club at Riverside

LLC dba The Club at Riverside. Application for a Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 1158 Riverside Street - Sponsored by Jon P. Jennings, City Manager

Motion was made by Mayor Snyder and seconded by Councilor Fournier to amend Order 273 by deleting "Private Property" and adding "Public Property". Passage 9-0.

Motion was made by Councilor Dion and seconded by Councilor Mavodones for passage as amended. Passage 9-0.

Order 274-20/21 Granting Municipal Officers' Approval of Local Food 1, LLC dba Lupita's Taqueria. Application for a Class I FSE with Indoor Entertainment at 15 Exchange Street - Sponsored by Jon P. Jennings, City Manager

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

Order 275-20/21 Granting Municipal Officers' Approval of Altwater Holdings LLC, dba Sagamore Hill Lounge. Application for a Class A Lounge with Outdoor Dining on Public Property at 150 Park Street - Sponsored by Jon P. Jennings, City Manager

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

Order 276-20/21 Granting Municipal Officers' Approval of Brickyard Hollow Brewing Co. dba Brickyard Hollow Brewing Co. Application for a Class XI FSE at 9 Commercial Street - Sponsored by Jon P. Jennings, City Manager

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

Order 277-20/21 Granting Municipal Officers' Approval of The Whiskey Barrel LLC dba The Yard. Renewal application for a Combined Entertainment License at 82 Hanover Street - Sponsored by Jon P. Jennings, City Manager

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

Order 261A-20/21 Traffic Schedule Amendment Re: New 30-Minute Parking Spaces at 132 Marginal Way - Sponsored by Jon P. Jennings, City Manager

Mayor Snyder took Order 261-A out of order

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

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

BUDGET ITEMS:

COUNCIL ACTION ON THE MUNICIPAL BUDGET WILL TAKE PLACE

AFTER PUBLIC COMMENT. PUBLIC COMMENT AND FIRST READS OF ALL MUNICIPAL BUDGET ORDERS TOOK PLACE MAY 17, 2021.

Order 248-20/21 Approving Fiscal Year 2022 Administrative Fees in the Permitting & Inspections and Parks Recreation & Facilities Departments - Sponsored by Jon P. Jennings, City Manager

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

Order 249-20/21 Authorizing City Manager to Enter into Certain Agreements to Implement the Fiscal Year 2022 Human Resources and Certain Fringe Benefits Budgets - Sponsored by Jon P. Jennings, City Manager

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

Order 250-20/21 Re: Fiscal Year 2022 Self--Insured Liability Program - Sponsored by Jon P. Jennings, City Manager

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

Order 251-20/21 Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by Jon P. Jennings, City Manager

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

Order 252-20/21 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2022 Health and Human Services Budget – Sponsored by Jon P. Jennings, City Manager

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

Order 253-20/21 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by Jon P. Jennings, City Manager

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

Order 254-20/21 Authorizing Non-Union Wage Adjustment - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr. Chair

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

Order 255--20/21 Designating Fiscal Year 2022 Funds for Specific Island Services - Sponsored by Jon P. Jennings, City Manager

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

Order 256-20/21 Amendment to Portland City Code RE: Various Fee Increases for Fiscal Year 2022 - Sponsored by Jon P. Jennings, City Manager

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

Order 257-20/21 Fiscal Year 2021--2022 Appropriation Resolve - Sponsored by Jon P. Jennings, City Manager

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

RESOLUTIONS:

Res 10-20/21 Recommending Increased Frequency of Property Revaluations for the City of Portland - Sponsored by Kate Snyder, Mayor

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

UNFINISHED BUSINESS:

Order 259-20/21 Authorizing 6th Amendment to the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District to Increase Funding to Creative Portland - Sponsored by Spencer Thibodeau, Chair, Housing & Economic Development Committee

Motion was made by Councilor Thibodeau and seconded by Councilor Mavodones to postpone Order 259 to the September 8, 2021 City Council meeting. Passage 9-0.

Order 260-20/21 Establishing a 180-Day Moratorium on New Shelters in the Bayside Neighborhood - Sponsored by Tae Chong, Chair, Health & Human Services and Public Safety Committee

Motion was made by Councilor Mavodones and seconded by Councilor Chong to suspend the Council Rules and continue deliberations after 10:00 P.M. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Chong for passage. Passage 6-3 (Fournier, Ali, Zarro).

ORDERS:

Order 278-20/21 Approving and Authorizing Maine Department of Transportation

**and City of Portland Land Exchange Agreement Re: International Marine Terminal
- Sponsored by Councilor Spencer Thibodeau, Chair, Housing & Economic
Development Committee**

This is its first reading.

**Order 279-20/21 Approving Modification Three to an Agreement between Portland
and the Maine Department of Transportation re: Congress Street Traffic Signals -
Sponsored by Jon P. Jennings, City Manager**

This is its first reading.

**Order 280-20/21 Approving Modification 1 to the Agreement Between Portland and
the Maine Department of Transportation re: Congress Square Intersection
Improvements - Sponsored by Jon P. Jennings, City Manager**

Motion was made by Councilor Ray and seconded by Councilor Mavodones to waive the
second reading. Passage 8-0. (Dion out).

Motion was made by Councilor Ray and seconded by Councilor Ali for passage as an
emergency. Passage 8-0. (Dion out).

**Order 281-20/21 Approving and Authorizing First Letter Agreement with
Developers Collaborative for the Homeless Service Center Project on Riverside
Street - Sponsored by Councilor Spencer Thibodeau, Chair, Housing & Economic
Development Committee**

Motion was made by Councilor Thibodeau and seconded by Councilor Ray for passage.
Passage 8-0 (Dion out).

AMENDMENTS:

**Order 282-20/21 Amendment To Zoning Map from B-1 to B-2b for Jeffrey Curran
at 163 Washington Avenue - Sponsored by Brandon Mazer, Chair, Portland
Planning Board**

This is its first reading.

Motion was made by Councilor Ali and seconded by Councilor Ray to adjourn. Passage
8-0 (Dion out), at 11:10 P.M.

A TRUE RECORD

Katherine Jones, City Clerk

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**PROCLAMATION RECOGNIZING JUNE 21, 2021 AS
RISBARA GREENHOUSE DAY**

WHEREAS, small businesses are a vital part of any community's foundation, keeping more money in the local economy and helping to create unique community character; and

WHEREAS, Risbara's Greenhouse is one of the last small, locally owned greenhouses and nurseries in Portland. Located in Riverton, Risbara's Greenhouse specializes in growing perennials, herbs, and seedlings in their onsite greenhouses, as well as selling shrubs and trees; and

WHEREAS, Peter and Claudia Risbara opened Risbara's Greenhouse in 1991, and they have served Portland's gardening and landscaping community for 31 years, supplying the City of Portland's display gardens with locally grown annuals and perennials for 15 years and always delighting the public with a stunning array of colors and textures; and

WHEREAS, owners Peter and Claudia Risbara have announced that Risbara's Greenhouse's final day in business will be July 3, 2021; and

WHEREAS, while the loss of Risbara's Greenhouse will be felt by homeowners and businesses throughout and beyond Portland, we are grateful for Peter and Claudia's many years of hard work and commitment to the Portland community;

NOW, THEREFORE, BE IT RESOLVED, that I, Kate Snyder, Mayor of the City of Portland, and the members of the City Council recognize June 21, 2021 as Risbara's Greenhouse Day, and we thank and congratulate Risbara's Greenhouse for 31 years of superior customer service, dedication to their business and community, and for making Portland a more beautiful place to live and work.

Signed and sealed this 21st day of June, 2021



**Kate Snyder, Mayor
City of Portland, Maine**

**PROCLAMATION
RECOGNIZING THE CONTRIBUTIONS OF STEPHEN GOVE,
EXECUTIVE DIRECTOR OF MAINE MUNICIPLA ASSOCIATION**

WHEREAS, the Maine Municipal Association (MMA), founded in 1936, is a voluntary membership organization offering an array of professional services to municipalities and other local governmental entities in Maine to help them meet the needs of their citizens and serve as responsible partners in the intergovernmental system; and

WHEREAS, the City of Portland has been a member of MMA for many years, working closely with MMA on various policy issues, advocacy, and leveraging various resources to improve administrative efficiency and public services; and

WHEREAS, Stephen Gove, who began his professional career at MMA in 1980 and has served as its Executive Director since September 2015, has made important contributions to the City of Portland through his leadership, vision, and commitment to excellence in municipal administration; and

WHEREAS, among Steve's many contributions to Portland are the establishment of MMA's Property & Casualty Risk Pool program; expansion of the employee benefit offerings and services of the Maine Municipal Employees Health Trust; introduction of advanced training for elected municipal officials; promotion of the great jobs and careers in Maine's cities and towns through the digital MaineHoMEtownCareers.org initiative; advocacy for the interests of Maine municipalities with Congressional delegation members; and

WHEREAS, upon Steve's planned retirement on June 30, 2021, we reflect on and are inspired by his decades of hard work on behalf of the municipalities and residents of Maine;

NOW, THEREFORE, BE IT RESOLVED, that I, Kate M. Snyder, Mayor of the City of Portland, Maine, and the members of the Portland City Council, hereby recognize Stephen Gove for his years of service and leadership.

Signed and sealed this 21st day of June, 2021.



**Kate M. Snyder, Mayor
City of Portland, Maine**

MEMORANDUM
City Council Agenda Item

FROM: Clare Norton

DATE: June 5, 2021

SUBJECT: Order 284-20/21 Declaring July 4, 2021 the July 4th Fireworks Festival - Sponsored by Jon P. Jennings, City Manager

SPONSOR: Jon P Jennings

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 6/21/2021

Can action be taken at a later date: No No, the Event is on July 4th

PRESENTATION: Andrew J Downs, Director of Public Assembly Facilities will be available to answer any questions.

I. SUMMARY

Order declaring Sunday July 4th 2021, as July 4th Fireworks (Rain Date: Monday, July 5th 2021)

II. AGENDA DESCRIPTION

The City of Portland plans to host a fireworks display on July 4, 2021. The display will be held on the Eastern Promenade with the fireworks set to go off at approximately 9:15 p.m. The rain date is scheduled for Monday July 5, 2021.

In an effort to not encourage a mass gathering, there will be no musical performance, VIP area, or ticketed element to this year's celebration. The City will not be providing or managing food vendors as it has in the past.

The festival will run from 6:00 a.m. to 11:00 p.m. Fireworks will be launched from the East End Trail. The trail will be closed from Cutter Street to the Water Treatment Plant from 6:00 a.m. until deemed safe by City staff (approximately 11:00 p.m.). In the event of rain, trail closings would be in effect until Monday July 5, 2021.

III. BACKGROUND

After having to cancel last year due to the COVID 19 pandemic, the City of Portland is prepared to host a fireworks display on the 4th of July.

The City has sponsored the July 4th fireworks and activities on the Eastern Promenade for a number of years.

This year there will be no musical performance to discourage a mass gathering.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

For the City Council to pass the order declaring Sunday July 4th, 2021 as July 4th fireworks.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

City of Portland staff are confident that we can host another successful July 4th Fireworks Celebration.

VII. RECOMMENDATION

It is recommended that this order be declared.

VIII. LIST ATTACHMENTS

1. July 4th Festival 6.21.2021
2. July 4th Council Memo 2021

Prepared by:

Clare Norton

Date: 6/5/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DECLARING JULY 4, 2021
THE JULY 4TH FESTIVAL**

ORDERED, that the July 4th Festival be and hereby is declared for Sunday, July 4, 2021 from 6:00 a.m. to 11:00 p.m., with a rain date of Monday, July 5, 2021, in the City of Portland, organized by the City of Portland; and

BE IT FURTHER ORDERED, that the July 4th Festival area shall include:

Fore Street at Mountfort Street to Eastern Promenade, Eastern Promenade to Washington Avenue, Washington Avenue to Congress Street, and Congress Street at Mountfort Street to Fore Street and the Fort Allen Park area; the Eastern Promenade (including sidewalk areas on both sides of the street) from Morning Street to Loring Memorial near East End Community School, as well as Payson Park area and Baxter Boulevard, in the City of Portland; and

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 10:00 a.m. to 10:00 p.m. on July 4th (or if necessary on the July 5th rain date):

Eastern Promenade at Morning Street, Wilson Street, Moody Street, and Congress Street, Morning Street at Eastern Promenade, Wilson Street, Moody Street, and Congress Street; and

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 3:00 p.m. to 10:00 p.m. on July 4th (or if necessary on the July 5th rain date):

Eastern Promenade at Turner Street and Walnut Street; Morning Street at Turner Street; Emerson Street at Quebec Street and Melbourne Street; and Willis Street at Montreal Street and Walnut Street; and

BE IT FURTHER ORDERED, that all of Munjoy Hill and the Eastern Prom will be closed to traffic (from Washington Avenue up) starting at 4:00 p.m. on July 4, 2018 (or if necessary on the July 5th Rain date):

Mountfort Street at Fore Street and Congress Street; Washington Avenue at Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade. Streets will open again after the fireworks display (at approximately 10:00 p.m.); and

BE IT FURTHER ORDERED, that on-street parking will be restricted from 7:00 a.m. until 1:00 p.m. on July 4, 2018 at Eastern Promenade (both sides) from Morning Street to Washington Avenue, Fort Allen Park (both sides), Walnut Street from Eastern Promenade to Washington Avenue, and Mountfort Street from Congress Street to Fore Street (both sides), and these streets will be posted in advance; and

BE IT FURTHER ORDERED, that Cutter Street will be closed to public traffic, including boat launching, on July 4th (or if necessary on the July 5th rain date) beginning at 10 p.m. on the previous day; and

BE IT FURTHER ORDERED, that vehicles in violation of the “no parking” signs in the Festival Area shall be towed at owner’s expense.



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager
FROM: Andrew Downs, Director of Public Assembly Facilities Division
DATE: June 4, 2021
RE: July 4th Fireworks

I am requesting that the following order be placed on the June 21st City Council agenda:

**Order declaring Sunday July 4, 2021, as July 4th Fireworks
(Rain Date: Monday, July 5, 2021)**

After having to cancel last year due to the COVID-19 pandemic, the City of Portland is prepared to host a fireworks display on the 4th of July this year. The City has sponsored the July 4th Fireworks and activities on the Eastern Promenade for a number of years. The display will be held on Sunday, July 4th in its usual spot on the Eastern Promenade with the fireworks set to go off at approximately 9:15pm. A rain date is scheduled for Monday, July 5th.

In an effort to not encourage a mass gathering, there will be no musical performance, VIP Area, or ticketed element to this year's celebration. The City will not be providing or managing food vendors as has happened in the past. Licensed food trucks will be allowed to operate in designated areas following City ordinances.

The fireworks can be seen from other locations than the Eastern Promenade. These locations include East End Beach, Fort Allen Park, Amethyst Park, Baxter Boulevard, Payson Park, Martin's Point on Veranda Street, and Bug Light in South Portland. The City is also exploring ways in which the fireworks can be live-streamed so people can enjoy it remotely.

The Festival runs from 6:00am (closing of Cutter Street) – 11:00pm Sunday July 4, 2021. **(Rain date is Monday July 5th 2021).**

All Security for the event will be provided by the City of Portland's Parks, Recreation & Facilities Management Department.

Fireworks will be launched from the East End Trail. Trail will need to be closed from Cutter Street to the Water Treatment Plant from 6:00am until deemed safe by City Staff (approximately 11:00pm.) In the event of rain, these Trail closings would be in effect until Monday, July 5th (same times would apply).

In order for the Festival to be held, a portion of the Eastern Promenade needs to be barricaded and closed to traffic.

The Festival area will include:

Fore Street at Mountfort Street to Eastern Promenade, Eastern Promenade to Washington Avenue, Washington Avenue to Congress Street, and Congress Street at Mountfort Street to Fore Street. Festival Area will include the Fort Allen Park area, the Eastern Promenade (including sidewalk areas on both sides of the street) from Morning Street to Loring Memorial near East End Community School, the Payson Park area, as well as Baxter Boulevard area, as many families take in the fireworks display from those areas.



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

The following streets will be closed to vehicular traffic from approximately 5:30pm to 11:00pm, on Sunday, July 4th (July 5th Rain date): Eastern Promenade at Morning Street, Wilson Street, Moody Street, and Congress Street. Also, Morning Street at Eastern Promenade, Wilson Street, Moody Street, and Congress Street, Eastern Promenade at Turner Street and Walnut Street; Morning Street at Turner Street; Emerson Street at Quebec Street and Melbourne Street; and Willis Street at Montreal Street and Walnut Street. In the event of rain, these street closings would be in effect for Monday, July 5th.

All of Munjoy Hill and the Eastern Promenade will be closed to traffic (from Washington Ave. up), starting at 6:30pm on Sunday July 4th (July 5th Rain date). Street closures include Mountfort Street at Fore Street and Congress Street; Washington Avenue at Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade. Streets will be opened up again after the fireworks display (at approximately 11:00pm). In the event of rain, these street closings would be in effect for Monday, July 5th.

On-street parking will be restricted from 7:00am until 11:00pm on Sunday July 4th at Eastern Promenade (both sides) from Morning Street to Washington Avenue, Fort Allen Park (both sides), Walnut Street from Eastern Promenade to Washington Avenue, and Mountfort Street from Congress Street to Fore Street (both sides). These streets will be posted in advance, any cars parked illegally will be towed at the owner's expense. In the event of rain, these restrictions would be in effect for Monday, July 5th.

Cutter Street will be closed to vehicular traffic on Sunday, July 4th (except for designated handicapped parking) from 6:00am to 11:00pm or until deemed safe by City Staff. Access will be allowed for boat launch (no extended parking, drop off/pick up only) until 6:30pm on Sunday, July 4th. In the event of rain, these street closings would be in effect at 6:00am on Monday July 5th and ending at approximately 11:00pm on Monday, July 5th.

The Festival area will also be closed to street vendors, with the exception of licensed food trucks in designated areas, pursuant to Section 19-17 of the Portland City Code and is reserved for the use of the City of Portland for the purpose of administering the Festival.

The City Manager is also authorized to issue such other temporary licenses and temporary permits, including licenses for food service establishments and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said event.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 14, 2021

SUBJECT: Order 285-20/21 Setting a Public Hearing on Citizen Initiative Amendment to Portland City Code Re: Emergency Shelters for 50 or Fewer Only - Sponsored by Katherine L. Jones, City Clerk

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order sets a public hearing for the Citizen Initiative Amendment to the Portland City Code Chapter 14 Section 6.5.6 Supplemental Use-specific conditional use Standards, 6.6.6. (B) Emergency Shelters on July 19, 2021 at 5:30 p.m.

This proposed amendment requires all new emergency shelters to be open 24 hours per day and, except for family and domestic violence shelters, provide shelter to no more than 50 individuals at a time. It also removes several requirements that are not suitable across all types of shelters.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Setting Public Hearing on Citizen Initiative re Shelters for 50 or Fewer July 6.21.2021
2. Emergency Shelters
3. Citizen Initiatives Emergency Shelters

Prepared by:

Date: 6/14/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER SETTING A PUBLIC HEARING ON CITIZEN INITIATIVE AMENDMENT
TO PORTLAND CITY CODE
RE: EMERGENCY SHELTERS FOR 50 OR FEWER ONLY**

ORDERED, that the Portland City Council will hold a public hearing on the attached proposed amendments to Chapter 14, Section 6.5 Conditional Uses, of the Portland City Code on July 19, 2021 at 5:30 p.m. in the Council Chambers at Portland City Hall, said amendment to be placed upon the November 2, 2021, Regular Municipal Election ballot if submission to the voters is approved by the Council.

PETITION TO THE CITY COUNCIL

For submission to the People of the Question

Shall the proposed ordinance, a copy of which is printed hereon, be adopted?

Effective Date: Pursuant to Chapter 9, Section 9-42 of the City of Portland Code of Ordinances and 1 M.R.S. § 302, the effective date of the proposed amendments below, whether passed by the City Council or by a majority of city voters, shall be April 20, 2021, the date the affidavit petitioning the adoption of these amendments to the City Code was presented to the city clerk.

6.5.6 Supplemental use-specific conditional use Standards

6.5.6 (B). Emergency shelters

1. The facility shall provide adequate space for basic shelter operations, ~~conducting security searches and other assessments.~~

~~2. The facility shall be designed with a centralized shelter operations office on each level providing sight lines to sleeping areas.~~

~~23. A management plan adequately outlining the following areas shall be provided: management responsibilities; process for resolving neighborhood concerns; staffing; access restrictions; on-site surveillance; safety measures; controls for resident behavior and noise levels~~ Criminal Trespass Order policy and appeals process for residents; and monitoring reports.

~~4. Adequate access to and from METRO service shall be provided. The facility shall be within a ¼ mile of a METRO line, or shall be within ½ mile of a METRO line and provide adequate indoor space to permit all shelter guests day shelter, as well as implement strategies to help residents utilize transit.~~

~~35. The facility shall be open 24 hours per day and provide on-site services, either in person or via real-time video platform,~~ to support residents, such as case management, life skills training, counseling, employment and educational services, housing assistance, or other programs.

~~46. Suitable laundry, kitchen, pantry, bicycle storage, and secure storage facilities for shelter stayers shall be provided on-site.~~

~~57. An outdoor area for guest use shall be provided on-site with adequate screening to protect privacy of guests. exclusively~~

6. Except for shelters solely serving families or domestic violence survivors, the facility shall provide shelter to no more than 50 individuals at a time.

Summary: This proposed amendment requires all new emergency shelters to be open 24 hours per day and, except for family and domestic violence shelters, provide shelter to no more than 50 individuals at a time. It also removes several requirements that are not suitable across all types of shelters.



CITY OF PORTLAND City

Clerk

Katherine Jones

**CLERK'S CERTIFICATION OF CITIZEN INITIATIVE AMEUREMENT TO
CHAPTER 14, Article 6.5.6 Supplemental use-specific conditional use Standards,
6.5.6.(B) Emergency Shelters**

I hereby certify that the petition filed on June 10, 2021 in my office regarding amendments to the Portland City code "Chapter 14, Article 6.5.6 (B). Emergency Shelters". The required number of signatures to put this question on the ballot is Fifteen Hundred (1500). The petition is hereby deemed sufficient.

Dated: _____

Signed: _____

Katherine L. Jones, City Clerk

PETITION TO THE CITY COUNCIL

For submission to the People of the Question

Shall the proposed ordinance, a copy of which is printed hereon, be adopted?

Effective Date: Pursuant to Chapter 9, Section 9-42 of the City of Portland Code of Ordinances and 1 M.R.S. § 302, the effective date of the proposed amendments below, whether passed by the City Council or by a majority of city voters, shall be April 20, 2021, the date the affidavit petitioning the adoption of these amendments to the City Code was presented to the city clerk.

6.5.6 Supplemental use-specific conditional use Standards

6.5.6 (B). Emergency shelters

1. The facility shall provide adequate space for basic shelter operations, ~~conducting security searches and other assessments.~~

~~2. The facility shall be designed with a centralized shelter operations office on each level providing sight lines to sleeping areas.~~

~~23. A management plan adequately outlining the following areas shall be provided: management responsibilities; process for resolving neighborhood concerns; staffing; access restrictions; on-site surveillance; safety measures; controls for resident behavior and noise levels~~ Criminal Trespass Order policy and appeals process for residents; and monitoring reports.

~~4. Adequate access to and from METRO service shall be provided. The facility shall be within a ¼ mile of a METRO line, or shall be within ½ mile of a METRO line and provide adequate indoor space to permit all shelter guests day shelter, as well as implement strategies to help residents utilize transit.~~

~~35. The facility shall be open 24 hours per day and provide on-site services, either in person or via real-time video platform,~~ to support residents, such as case management, life skills training, counseling, employment and educational services, housing assistance, or other programs.

~~46. Suitable laundry, kitchen, pantry, bicycle storage, and secure storage facilities for shelter stayers shall be provided on-site.~~

~~57. An outdoor area for guest use shall be provided on-site with adequate screening to protect privacy of guests. exclusively~~

6. Except for shelters solely serving families or domestic violence survivors, the facility shall provide shelter to no more than 50 individuals at a time.

Summary: This proposed amendment requires all new emergency shelters to be open 24 hours per day and, except for family and domestic violence shelters, provide shelter to no more than 50 individuals at a time. It also removes several requirements that are not suitable across all types of shelters.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 14, 2021

SUBJECT: Order 286-20/21 Appointing Constables for Park, Recreation & Facilities -
Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order appoints Kyle Jensen, Victoria Vouk, Michael Vincent, Matthew Erickson, and Matthew Hagopian, Park Rangers at the Parks, Recreation & Facilities Department, constables for the 2021 calendar year.

These constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests or issue parking tickets.

Five affirmative votes are required for passage of the Consent Calendar after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

None

Prepared by:

Date: 6/14/2021

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 10, 2021

SUBJECT: Order 287-20/21 Granting Municipal Officers' Approval of Ganesha Ambrosia, dba Hi Bombay. Application for a Class I FSE at 1 Pleasant Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/18/2021. New City and State applications. New owner of an existing business.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Hi Bombay.docx
2. 20210615101434729

Prepared by:

Date: 6/10/2021

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

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

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

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

Ganesha Ambrosia, dba Hi Bombay. Application for a Class I FSE at 1 Pleasant Street -

Ganesha Ambrosia

1 Pleasant st

Portland ME 04101

May 17, 2021

Effective date June 15

Dear Mayor and respected council members

RE: letter of intent to buy B&SS Corporation

This is to inform you that we the partners of Ganesha Ambrosia are buying the business B&SS HI Bombay located at 1 pleasant st Portland ME04101. We are purchasing the business in cash of \$120,000. We wanted to start operation from June 15. We are planning to finish all paperwork by then. The owner of the building i.e. landlord had already signed the lease for 10 years. We would like to meet you all on June 7 on the council meeting. We hoped you would give us go ahead to run a business in Portland Maine. We are originally from Nepal and we been living in Maine for 5 years now and we love maine and want to be a good citizens of maine and do business and raise our family here.

Yours sincerely

Pushpa Regmi

Sachet Timilsina

Dipesh J Karki



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Hi Bombay. Phone: 207-772-8767
Location Address:	1 pleasant st Portland Maine Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	1 pleasant st Portland Maine Zip: 04101
Contact Person:	Pushpa Regmi Phone: 707-782-1570
Contact Person Email:	kalepushpa18@gmail.com
Manager of Establishment:	Ankit Basnet Date of Birth: 02/09/2000 Phone: 207-409-4823
Owner of Premises (Landlord):	RSP Pleasant LLC
Address of Premises Owner:	44 Vine St, South Berwick, ME Zip: 03908

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

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Anesha Ambrosia		1 pleasant st Portland ME Zip: 04101	
Contact Person:	Sachet Timilsina	Phone:	443-509-3760
Principal Officers	Title	Date of Birth	Residence Address
Dipesh J. Karki	partner	11/12/1987	869 Broadway S. Portland ME 04106
Sachet Timilsina	partner	08/12/1988	4 Waterford Way #115, Manchester, NH 03102
Pushpa Regmi	partner	11/20/1987	901 Main St, Westbrook, ME 04092
Class of Liquor License:		Class I	

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

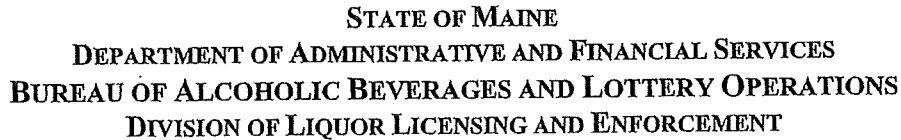
Type of food served:	<u>Indian Restaurant</u>	
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>	
Projected percentage of sales:	Generated from Food: <u>200%</u>	Generated from Alcohol: <u>N/A</u>
Hours & days of operation:	<u>11-9 pm Wed - Monday</u>	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		Y/N <u>(Y)</u>
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		Y/N <u>(N)</u>
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		Y/N <u>(N)</u>
Will you permit dancing after 1:00 a.m.?		Y/N <u>(N)</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		Y/N <u>(N)</u>
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		Y/N <u>(N)</u>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date? <u>June 01 2021</u>		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		Y/N <u>(N)</u>
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		Y/N <u>(N)</u>
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		Y/N <u>(N)</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		Y/N <u>(N)</u>
If Yes, please explain:		

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

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

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

Signature Sachet Title President Date 05-13-2021



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): Ganesha Ambrosia	Business Name (D/B/A): Hi Bombay.
Individual or Sole Proprietor Applicant Name(s): Sachet Timkina.	Physical Location: 1 pleasant St Portland ME 04101
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: Kalepushpa18@gmail.com.
Telephone # Fax #: 443-509-3760	Business Telephone # Fax #: 207-772-8767.
Federal Tax Identification Number: 86-3326744.	Maine Seller Certificate # or Sales Tax #: 1216302.
Retail Beverage Alcohol Dealers Permit:	Website address: hibombay.com.

1. New license or renewal of existing license? ☒ New Expected Start date: 06-01-2021
☐ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: 300 L. Beer, Wine or Spirits: N/A Guest Rooms: 1

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☒ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

1 pleasant st Portland ME 04101.

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

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

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Ankit Basnet (Manager)	02/09/2000	Nepal.
Dipesh S. Karki (Partner).	11/12/1998	Nepal.
Pass		
Residence address on all the above for previous 5 years		
Name Ankit Basnet	Address: 60 Hampshire St Portland ME	
Name Dipesh S Karki	Address: 869. Broadway S. Portland ME	
Name	Address:	
Name	Address:	

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

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Sim Harvey, Portland Maine
12SP Pleasant LLC - 44 Vine St, S. Berwick, ME
03908

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

It is a Running Indian Restaurant. The previous owner have Class III & IV but we wanted to add Class I.

20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Holy Trinity Greek Orthodox church.

Distance: 0.4 miles.

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 05-13-2021

Sachet

Signature of Duly Authorized Person

Signature of Duly Authorized Person

Sachet Timalsina

Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Ganesha Ambasta
2. Doing Business As, if any: Hi Bombay
3. Date of filing with Secretary of State: 4-19-2021 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Sachet Tringiyra	4 waterford way #115 Manchester NH 03102	08/12/1988	president	2500% %
Dipesh J. Karki	869 Broadway S. Portland ME 04106	11/12/1998	partner	2500% %
Ankur Basnet	60 Hampshire St Portland ME 04101	02/09/2000	manager	
Pooja Regmi	901 Main St Westbrook ME 04092	11/20/1987	Kitchen manager	80%

(Ownership in non-publicly traded companies must add up to 100%.)

Section VI Premises Floor Plan

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

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

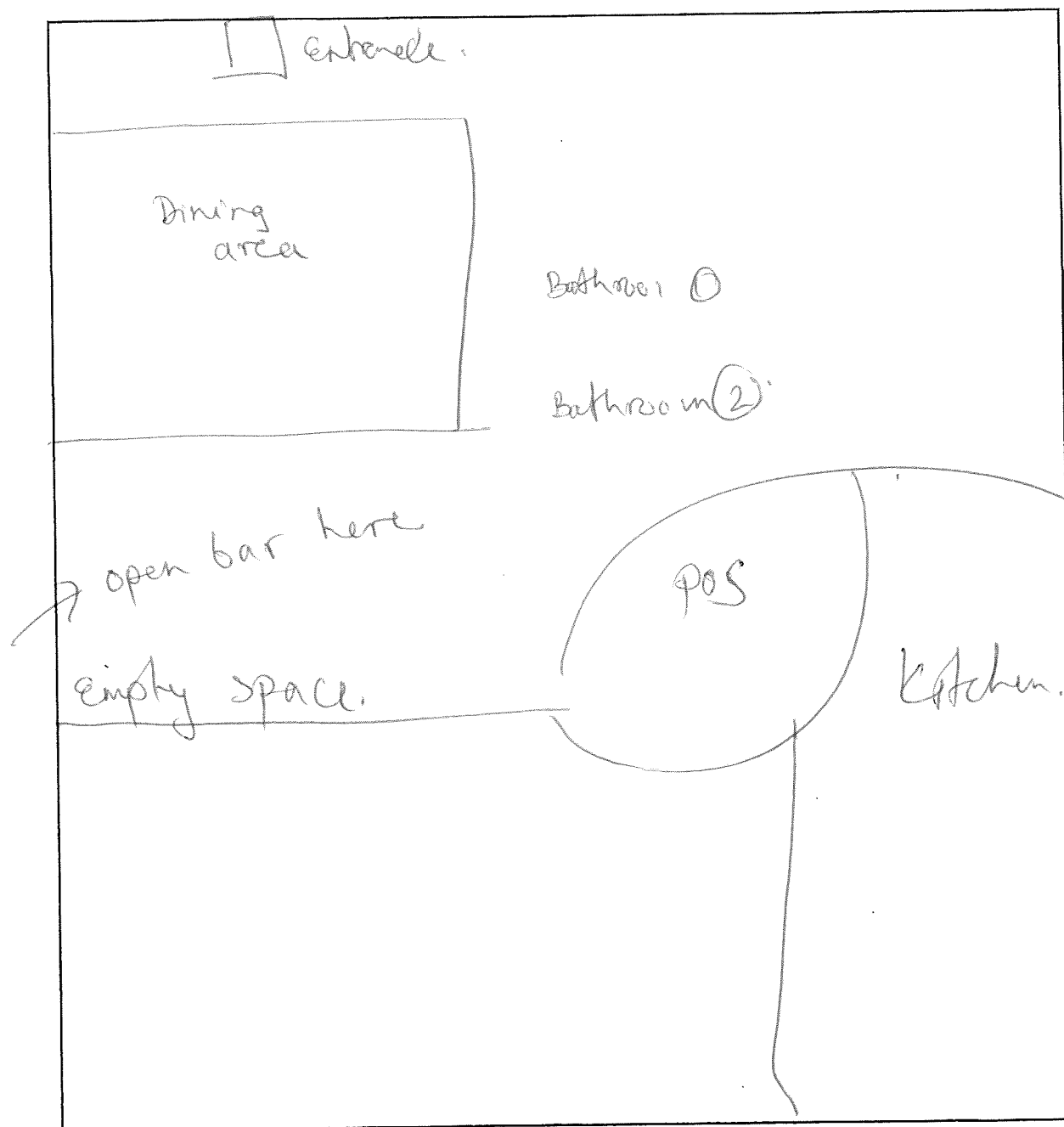
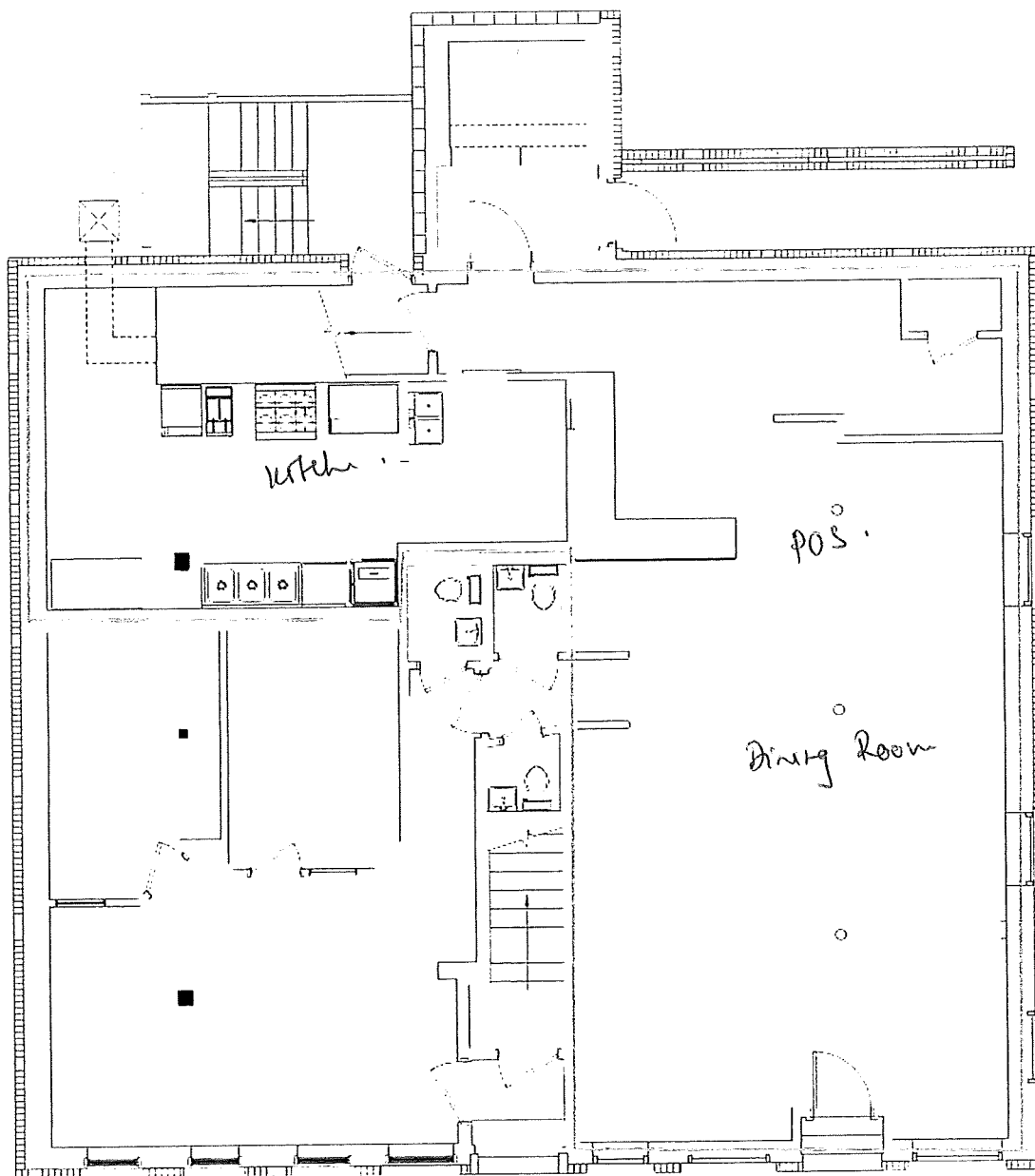


EXHIBIT A

DIAGRAM SHOWING PREMISES

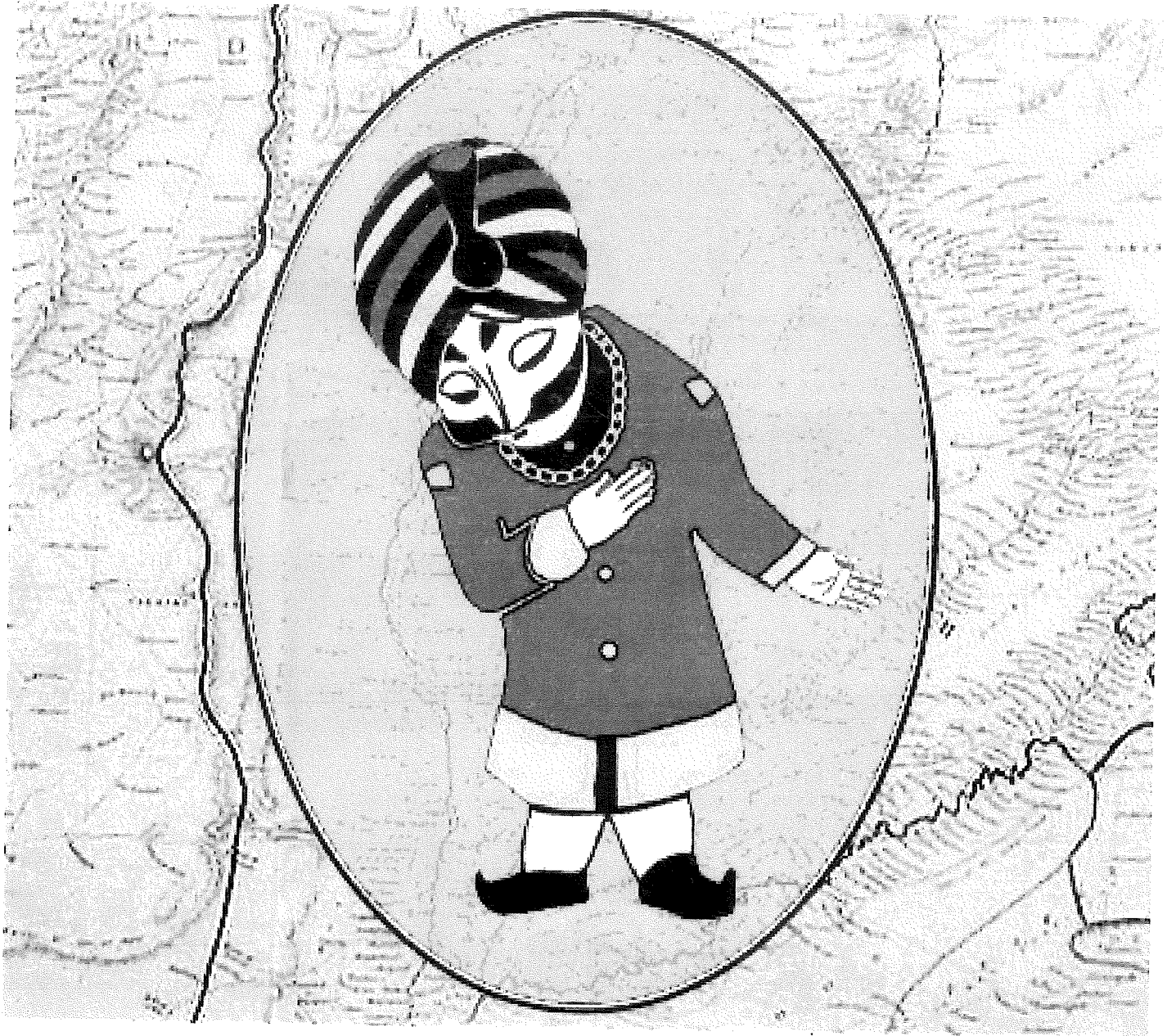


EXISTING FIRST LEVEL FLOORPLAN

DS

JH

23



UNDER SHERE PUNJAB MANAGEMENT

Hi Bomby Fine Indian Cuisine

Phone: (207) 772-8767

Hibombay.com

SOUPS (Lunch Menu)

- *(v)Dal Shobra Soup** Traditional soup made with split peas & lentils, subtly flavored with Indian spices, garnished with cilantro.....**2.95**
- *Co-Co Nut Soup** Shredded coconut made with whole milk, cream, nuts, sweet Indian spices and saffron.**2.95**
- *(v)Tomato Soup** Soup made with fresh tomatoes, ginger, onions & garlic.....**2.95**
- *(v)Vegetarian Soup** Fresh mixed vegetables, fresh tomatoes, fresh ginger, garlic and Indian spices.....**2.95**
- *Chicken Soup** A traditional soup made with small pieces of chicken, cilantro and Indian spices.....**2.95**

DISHES (Lunch Menu)

- *Chicken Curry** Boneless chicken in a savory tomato, ginger, garlic & herb sauce with your choice of spiciness.....**7.95**
- *Chicken Tikka Saag** Boneless piece of chicken tikka mixed in a spinach sauce with Himalayan herbs and various Indian spices.....**7.95**
- *Chicken Masala (Labadar)** Boneless chicken marinated in yogurt, charbroiled and sautéed in herbs. Simply fantastic!**7.95**
- *Chicken Mushroom** Boneless chicken in a savory carry made with onions, tomatoes, fresh ginger, garlic, cumin, coriander and clove. We will cook to your order – regular or hot.....**7.95**
- *Shrimp Curry** Fresh shrimp in a robust onion and tomato base sauce of ginger, garlic, coriander and other herbs...**8.95**
- *Keema Mutter** An ancient recipe of ground lamb, peas, coriander and ginger.....**7.95**
- *Lamb Curry** Soft lamb sautéed in a thick curry sauce. We tailor its spiciness to your taste.....**8.95**
- *Fish Curry** Had – dock in a robust onion and tomato base sauce of ginger, garlic, coriander and other herbs.....**7.95**
- *Fish Masala (Haddock)** Had – dock marinated and cooked in the tomato base sauce and light cream.....**8.95**

VEGETERIAN DELIGHTS (Lunch Menu)

- *(v)Dal Makhani** Yellow lentils sautéed over a low flame, laced with cream, Indian spices and served in a typical Punjabis special.....**7.95**
- *Aloo Mutter** Fresh green peas, sautéed in a delicately spices sauce with potatoes.....**7.95**
- *Saag Paneer** A mound of lightly seasoned spinach in a steaming blend of light cream, our own cottage cheese and Indian spices.**7.95**
- *Mutter Paneer** Our flavorful blend of homemade cottage cheese and green peas, lightly seasoned with fresh herbs.....**7.95**
- *(v)Bhindi Masala** Okara cooked with fresh onions, ginger, garlic, tomatoes and Indian spices.....**7.95**
- *Saag Pakora** Vegetable fritters cooked with ginger, garlic, and fresh spinach.....**7.95**
- *(v)Chana Masala** Chickpeas steamed with tomatoes, ginger, garlic, onions and Indian spices.....**7.95**
- *Palak Aloo** Delightful ragout of potatoes, spinach, tomatoes, light cream, cinnamon and other Indian spices.....**7.95**
- *Shahi Korma** The choicest of fresh vegetables along with homemade cheese, cashews & raisins sautéed with ginger, cardamom, cloves & special Indian spices.....**7.95**

DELHI DARBAR (Dinner Menu)

*Tandori Chicken Spring half chicken marinated in yogurt and freshly ground Indian spices roasted in Tandoor over slow fire. Served on a bed of chicken of lettuce, garnished with cilantro.....	14.95
*Chicken Tikka Tender boneless chicken pieces of white meat marinated in yogurt, herbs and Indian spices, roasted over Tandoor.....	14.95
*Lamb Boti Kabab Choice pieces of lamb chunks marinated in yogurt and Indian spices for 24 hours, sautéed on a skewer in Tandoor over a hot fire.....	17.95
*Hi Bomby Mixed Grill Mixed platter of choice pieces of chicken tandoori, lamb kabab, tikka and tandoori shrimp, served in a bed of green.....	19.95

BIRYANI – RICE SPECIALITIES (Dinner Menu)

*House Special Biryani (serves two) Saffron flavored basmati rice sautéed in butter with choice pieces of lamb, chicken, shrimps, almonds, vegetables, cashews and raisins; garnished with cilantro.....	24.95
*Shrimp Biryani Fresh shrimp sautéed in butter with saffron flavored basmati rice, nuts, raisins and vegetables, garnished with herbs.....	16.95
*Lamb Biryani Boiled piece of juicy lamb sautéed with steamed basmati rice, vegetables, Indian spices, cashews, raisins and herbs.....	15.95
*Chicken Biryani Selected chicken pieces sautéed with basmati rice, vegetables, nuts and raisins; garnished with fresh herbs.....	14.95
*Vegetable Biryani Long grain basmati rice sautéed with fresh vegetables in a blend of exotic herbs and Indian spices....	13.95

All Biryani are served with chutneys and Raita

BAY OF BENGAL CUISINE – SEAFOOD SPECIALITES (Dinner Menu)

*Shrimp Vindaloo Shrimp sautéed with hot Indian spices in curry sauce with potatoes. From brave men of Madras!!!!.....	15.95
*Shrimp Do Piazza Fresh Shrimp with green peppers onions, tomatoes and Indian spices.....	15.95
*Shrimp Curry Fresh shrimp in a robust onion and tomato base sauce of ginger, garlic, coriander and other herbs.....	15.95
*Shrimp Saag Served on a flavorful bed of spiced spinach and light cream.....	16.95
*Shrimp Korma Shrimp with creamy sauce and nuts.....	16.95
*Fish Curry Haddock in a robust onion and tomato base sauce pf ginger, garlic, coriander and other herbs.....	15.95
*Fish Masala Haddock marinated and cooked in tomato base sauce and light cream.....	16.95
*Shrimp Tandoori Masala The favorite dish of Emperor Shah Jahan – The creator of Taj Mahal. Shrimp charbroiled and then sautéed In fresh herbs and cooked in a sauce of tomatoes and light cream.....	16.95
*Mixed Seafood Masala Fresh shrimp, scallops, sautéed in fresh herbs and cooked in a sauce of tomatoes, light cream and Indian spices.....	17.95

All dinners are served with basmati rice and chutneys.

SIDE ORDERS

Mint Raita: Cool whipped homemade yogurt with tomatoes, cucumbers and fresh mint, Its cool!.....	2.95
Mango Chutney	2.95
Mixed Pickled Vegetables: A tangy treat.....	2.95
Extra Rice	2.00

SOUPS (Dinner Menu)

*(v)Dal Shobra Soup Traditional soup made with split peas & lentils, subtly flavored with Indian spices, garnished with cilantro.....	2.95
*Co-Co Nut Soup Shredded coconut made with whole milk, cream, nuts, sweet Indian spices and saffron	2.95
*(v)Tomato Soup Soup made with fresh tomatoes, ginger, onions & garlic.....	2.95
*Chicken Soup A traditional soup made with small pieces of chicken, cilantro and Indian spices	2.95

APPETIZER

*Papadam: wafers made with lentils and black pepper.....	2.50
*Samosa: Deep fried spiced and shredded potato turnovers.....	3.50
*Aloo Tikki: A packet of spiced vegetables, deep fried.....	2.95
*Onion Bhaji: Fresh vegetable fritters deep fried in vegetable oil.....	3.50
*Paneer Pakor: Chunks of homemade cheese with low fat milk, rolled in chicken pea flour, deep fried.....	4.95
Punjab Special Vegetarian: Mixed platter of appetizers; one piece each of samosa, Aloo Tikka, Pakora, Paneer Pakora and Papadam.....	7.95
*Chicken Tikka: Boneless pieces of chicken marinated in a special sauce, barbecued in Tandoor on hot coals, served on bed of lettuce.....	7.95
*(v)House Salad: Lettuce, cucumbers, tomatoes and onions garnished with cranberries and walnuts tossed in our home made dressing.....	5.95

BREADS

Roti/chapatti: Traditional Indian unleavened whole wheat bread.....	2.25
Tandori Roti/chapatti: Traditional Indian unleavened whole wheat bread made in Tandoor in slow fire	2.25
Bhatura (1Piece): Refined flour, deep fried and puffy bread.....	2.50
Naan: Traditional Indian leavened with bread made by slapping it quickly on the sides of Tandoor.....	2.50
Plain Paratha: Unleavened, whole wheat, flaky multi layered bread topped with butter.....	2.50
Poori (2Pieces): Soft balloon shaped bread made with whole wheat flour.....	3.95
Methi Poori: Whole wheat puffed bread sprinkled with fenugreek and deep fried.....	3.95
Badami Naan: Leavened bread topped with sliced almonds, poppy seeds and hand peeled cantaloupe seeds.....	3.95
Lachha Paratha: Layered whole wheat buttered bread.....	2.95
Pudena Paratha: Layered whole wheat buttered bread topped with dried mint.....	2.95
Keema Naan: Freshly baked leavened bread stuffed with seasoned ground lamb.....	3.95
Garlic Naan: Leavened, handmade white bread made with garlic, herbs, & Indian spices with butter.....	3.95
Onion Kulcha: Leavened white bread topped with onions, Indian spices and cilantro.....	3.95
Aloo Naan: Stuffed bread with potato and Indian spices.....	3.95
Mixed Vegetable Paratha: This layered bread is filled with potatoes, peas, cauliflower and homemade cheese, saffron and sweet spices.....	3.95
Punjabi Naan: Naan bread stuffed with coconut, saffron and sweet spices.....	3.95
Paneer Naan: Fresh homemade cheese with Indian spices.....	3.95

BEVERAGES

Darjeeling Tea: Our own choice blend imported from India.....	2.00
Masala Tea: Indian special tea with milk and sugar.....	2.00
Milk, Sprite, Ginger Ale, Pepsi, Diet Pepsi, Mountain Dew:	1.95
Lassi: Sweet yoghurt drink with rosewater and pistachios.....	2.95
Mango Lassi: Lassi made with the mango pulp.....	2.95
Iced Tea: Indian spiced cold tea with a slice of lemon.....	2.00
Club soda:	2.50
Juice:	2.50

SHER PUJAB – LAMB SPECIALTIES (Dinner Menu)

* Lamb Curry Soft lamb sautéed in a thick curry sauce. We will tailor its spiciness to your taste.....	14.95
* Keema Mutter An ancient recipe of ground lamb, peas, coriander and ginger.....	14.95
* Lamb Do Piazza Tender young lamb with green pepper, onions, tomatoes and Indian spices.....	15.95
* Lamb Vindaloo Super-hot and savory.....	15.95
* Lamb Dillruba Soft lamb and mushrooms lightly steamed with fresh ginger, garlic, onion and Indian spices.....	15.95
* Lamb Rogan Josh Cubes of lamb marinated in oriental Indian spices, sautéed with chopped tomatoes, shredded coconut in creamy sauce.....	16.95
* Lamb Badam Pasanda Cubed pieces of lamb sautéed in special mild sauce, with almonds, cashews, and raisins. A Mughlai delight!.....	16.95
* Lamb Saag A kashmiri design – tender pieces of lamb with spinach, ginger, onions, fresh herbs, a touch of garlic and cream.....	16.95
* Lamb Karahi Piece of tender lamb sautéed with Indian spices, fresh bell pepper and onions in a karahi. Served with small karahi(wok).....	16.95
* Nimboo Lamb Lean pieces of lamb marinated in lemon juice and delicately spiced with whole black pepper.....	16.95
* Pudeena Lamb Tender pieces of lamb sautéed and stewed in an aromatic curry flavored with fresh mint from the Punjab region.....	16.95
* Boti Kabab Masala Lean pieces of lamb marinated 24 hours in yogurt and spices baked on skewers in the Tandoor and then finished in a tangy and spicy red sauce.....	16.95
* Achar Lamb Tender pieces of lamb roasted with hot peppers, fresh herbs and spices.....	16.95
Lamb Madras Lamb cooked in hot gravy and tangy madras sauce, ginger and fresh herbs.....	16.95
* Butter Lamb Tender pieces of lamb sautéed with ginger, onions and garlic in a sauce made with tomatoes and cream, different Indian spices and exotic herbs.....	17.95

All dinners are served with Basmati rice and chutneys

DESERTS

Kheer: Beloved by everyone! Rice cooked in milk raisins, cardamom and nuts. Garnished with rosewater.....	3.95
Mango Ice Cream: A great mango ice cream.....	2.95
Gulab Jamun: An Indian desert. Small 1- inch diameter balls of flour and milk powdered deep- fried to golden and served cold in syrup. Cake like texture.....	2.95
Rasgulla: Cheese balls in sugar syrup. This is a classic and very popular Indian sweet from Bengal made for special occasions and usually served cold. This is a very sweet desert.....	2.95

Hi Bomby
1 Pleasant Street
Portland, ME 04101
Ph #:(207) 772-8767
Hibombay.com

V=Vegan

***= Gluten free**

PLEASE ASK YOUR SERVER HOW SPICY WOULD YOU LIKE YOUR DISH FROM 1 TO 10.

BAHARE MURG – CHICKEN SPECIALTIES (Dinner Menu)

* Chicken Curry Boneless chicken in a savory tomato, ginger, garlic & herb sauce with your choice of spiciness.....	13.95
* Murg Kesari Tender pieces of chicken marinated in a mild milk based charbroiled and finished in a coconut curry with saffron.....	15.95
* Murg Methi Tender pieces of chicken cooked with fresh fenugreek, cumin and coriander.....	13.95
* Mango chicken Chicken cooked with mango chutney and mint sauce tempered with fresh coriander, ginger and curry leaves.....	15.95
* Murg Malabar From the state of Kerala – a popular dish of sautéed chicken curry flavored with coconut, onion and cream.....	15.95
* Butter Chicken Tender pieces of chicken sautéed with ginger, onions and garlic in a sauce made with tomatoes and cream, different Indian spices and exotic herbs.....	15.95
* Chicken Korma Tender pieces of chicken in a special sauce with cashews, almonds and light cream.	14.95
* Chicken Vindaloo A super hot dish made with potatoes and very hot Indian spices. Pure heat wave!.....	14.95
* Shahjahani Murg Tender pieces of white chicken sautéed with ginger, onion, garlic and spices in a robust sauce garnished with cilantro.....	14.95
* Chicken Tikka Saag Boneless piece of chicken tikka mixed in a spinach sauce with Himalayan herbs and various Indian spices.....	14.95
* Chicken Tikka Masala Boneless chicken marinated in yogurt, charbroiled and sautéed in herbs. Simply fantastic!.....	14.95
* Chicken Karahi Boneless pieces of baked chicken, fresh green pepper and onion made in a karahi (a concave shaped pot like wok).....	15.95

VEGETERIAN DELIGHT DINNER (Dinner Menu)

* (v)Vegetable Vindaloo A super-hot dish made with potatoes and very hot Indian spices – pure heat wave.....	13.95
* Saag Dal Yellow beans sautéed with ginger, garlic and fresh spinach.....	13.95
* Aloo Mutter Fresh green peas, sautéed in a delicately spices sauce with potatoes.....	13.95
* Dal Makhani Yellow lentils sautéed over a low flame, laced with cream, Indian spices and several in a typical Punjabi style.....	13.95
* (v)Chana Masala Chickpeas steamed with tomatoes, ginger, garlic, onions and Indian spices.....	13.95
* Mutter Paneer Our flavorful blend of homemade cottage cheese and green pea's, lightly seasoned with fresh herbs....	13.95
* (v)Aloo Gobhi Fresh Cauliflower, potatoes, onions, ginger, garlic and Indian spices.....	13.95
* (v)Bhindi Masala Okara cooked with fresh onions, ginger, garlic, tomatoes and Indian spices.....	13.95
* Baigan Bhartha Whole flame grilled eggplant mashed and seasoned with herbs and spices.....	14.95
* Chana Saag Steamed chickpeas sautéed with spinach, ginger, garlic and Indian spices.....	13.95
* Nav Ratna Korma A traditional merging of nine gems- fresh cauliflower, eggplant, green peppers, homemade cheese, green peas, potatoes, tomatoes, cashews and raisins. Sautéed with ginger, garlic, onions, cardamom and cloves.....	14.95
* Saag Paneer A mound of lightly seasoned spinach in a steaming blend of light cream, our own cottage cheese and Indian spices.....	13.95
* Malai Kofta True Mughlai delight – balls of freshly minced vegetables simmered in cardamoms. Saffron, garlic, cashews and raisins, cooks in creamy sauce. A royal vegetarian delight!!.....	14.95
* Shahi Paneer Chunks of cheese sautéed with ginger, garlic, onions and tomatoes; garnished with cashews and raisins.....	14.95
* Karahi Paneer Small chunks of cottage cheese and green pepper sautéed in Karahi (wok) with onions, tomatoes, ginger and coriander.....	16.95
* Mix Vegetable Masala The favorite dish from our chef mix vegetable charbroiled and then sautéed In fresh herbs and cooked in a sauce of tomatoes and light cream.....	16.95



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

KATLYN SAWYER
389 CONGRESS ST
PORTLAND, ME 04103-1894

Transaction Response #: MIQ99E735885

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2021-05-27) :

Inquiries Name(s) **TIMILSINA SACHET (1988-08-12)**

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

KATLYN SAWYER
389 CONGRESS ST
PORTLAND, ME 04103-1894

Transaction Response #: MIQ99E735883

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2021-05-27) :

Inquiries Name(s) **REGMI PUSHPA (1987-11-20)**

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

KATLYN SAWYER
389 CONGRESS ST
PORTLAND, ME 04103-1894

Transaction Response #: MIQ99E735884

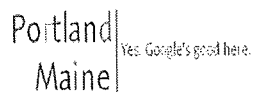
Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2021-05-27) :

Inquiries Name(s) DIPESH KARKI (1987-11-12)

NO MATCH WAS FOUND FOR YOUR REQUEST.



Zachary Lenhart <zlenhart@portlandmaine.gov>

Hi Bombay

Dan Hondo <danh@portlandmaine.gov>

Thu, May 27, 2021 at 4:06 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, zoning@portlandmaine.gov

Approved.

On Thu, May 27, 2021 at 1:52 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

—

Lt. Dan Hondo
Portland Maine Police Dept.
Patrol Team B3/B4
(207)874-8513



CITY OF PORTLAND
Permitting and Inspections Department

June 4, 2021

Ganesha Ambrosia
1 Pleasant St.
Portland, ME 04101

Re: Ganesha Ambrosia, dba Hi Bombay. Application for a Class I FSE at 1 Pleasant Street.

Dear Ganesha Ambrosia

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 21, 2021 at 5:00 p.m.**, for the review of application for a Class I FSE at 1 Pleasant Street. The meeting will take place virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on June 18, 2021.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 21, 2021 at 5:00 P.M., virtually Ganesha Ambrosia, dba Hi Bombay. Application for a Class I FSE at 1 Pleasant Street-. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 10, 2021

SUBJECT: Order 288-20/21 Granting Municipal Officers' Approval of Commercial Street Pub Inc., dba Commercial Street Pub. Application for a Class A Lounge at 129 Commercial Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/24/2021. New City and State applications. Applicant currently holds a Class XI FSE at this location.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Commercial Street Pub_June21
2. 20210616135918264

Prepared by:

Date: 6/10/2021

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

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

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

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Commercial Street Pub Inc dba The Commercial Street Pub. Application for a Class A
Lounge at 129 Commercial Street.**

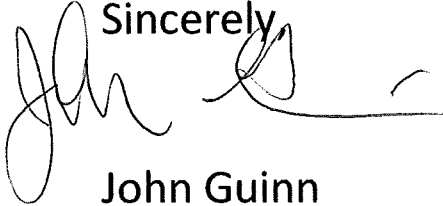
John Guinn

129 Commercial Street

Portland, ME 04101

May 24th, 2021

It is my intent to change back to my Class A Lounge license I previously had for 30 years. I still intend to serve food from 11:30 am until 5:30 pm. It's been very difficult to find kitchen help for the extra hours required by our current license. Thank you.

Sincerely,

John Guinn

2940th

CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Commercial Street Pub Phone: 207 252-2685
Location Address:	129 Commercial Street Portland Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	129 Commercial St Portland, ME Zip: 04101
Contact Person:	John Guinn Phone: 207 252-2685
Contact Person Email:	commercialstreetpub@yahoo.com
Manager of Establishment:	Date of Birth: Phone:
Owner of Premises (Landlord):	
Address of Premises Owner:	Zip:

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

Name of Owner(s)	Date of Birth	Residence Address
John Guinn	3/6/1957	

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Commercial Street Pub Inc		129 Commercial St Pub Portland Zip: 04101	
Contact Person:	John L Guinn	Phone:	207 252-2685
Principal Officers	Title	Date of Birth	Residence Address
John Guinn	owner	3/6/1957	40 Portland, ME
			40 Portland Pier #18 Portland 04101
Class of Liquor License:		Class A Lounge	

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	Pub food	
Please circle all that will be served:	☒ Beer ☒ Wine ☐ Liquor	
Projected percentage of sales:	Generated from Food: 30%	Generated from Alcohol: 70%
Hours & days of operation:	10:30am - 1am 7 days a week	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N ☒ Y ☐ N	
If No, please explain: Serving food from 11:30am 5:30pm		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N ☒ Y ☐ N	
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N ☒ Y ☐ N	
Will you permit dancing after 1:00 a.m.?	Y/N ☒ Y ☐ N	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N ☒ Y ☐ N	
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y ☐ N YES	
If yes, please list: # of pinball machines: _____ # of amusements: 1 # of pool tables: _____		
What is your targeted opening date? Currently opening		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N ☒ Y ☐ N	
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N ☒ Y ☐ N	
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?	Y/N ☒ Y ☐ N	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N ☒ Y ☐ N	
If Yes, please explain:		

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

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

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

Signature John Quinn Title Owner Date 5/24/2021



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

Section I: Licensee/Applicant(s) Information;
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): <u>Commercial Street Pub Inc</u>	Business Name (D/B/A): <u>The Commercial Street Pub</u>
Individual or Sole Proprietor Applicant Name(s): <u>John L Guinn</u>	Physical Location: <u>129 Commercial St Portland</u>
Individual or Sole Proprietor Applicant Name(s): <u>John L Guinn</u>	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: <u>tbuck817@yahoo.com</u>
Telephone # Fax #: <u>207-252-2685</u>	Business Telephone # Fax #: <u>207-761-9970</u>
Federal Tax Identification Number: <u>010484149</u>	Maine Seller Certificate # or Sales Tax #: <u>100Z 798</u>
Retail Beverage Alcohol Dealers Permit: <u>CARL-1994-8113</u>	Website address:

1. New license or renewal of existing license? ☐ New Expected Start date: _____

☒ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: \$135,000 Beer, Wine or Spirits: \$315,000 Guest Rooms: _____

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☐ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☒ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

6. Is the licensee/applicant(s) citizens of the United States?

☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine?

☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☐ Yes ☒ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

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

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
John L Guinn	3-6-57	Norfolk, NE
Emily Robbins	8-17-73	Santa Barbara, CA

Residence address on all the above for previous 5 years	
Name John L Guinn	Address: 40 Portland Pier #18 Portland ME 04101
Name Emily Robbins	Address: 104 Salem St Portland, ME
Name	Address:
Name	Address:

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

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Premise has full Kitchen w/2 double coolers, sink, 6 top gas stove, charcoal grill w/hood & fire suppression system. There is a 10 seat main bar 4 2 top tables - 1 4 top table a 3 top bar & 6 top bar. Walk in cooler located in basement 3 bay sink in the basement

20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Portland High School

Distance: 1.1 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 5/24/2021

John Guinn
Signature of Duly Authorized Person

Signature of Duly Authorized Person

John Guinn
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Commercial Street Pub Inc.
2. Doing Business As, if any: Commercial St Pub
3. Date of filing with Secretary of State: 11/14/2017 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

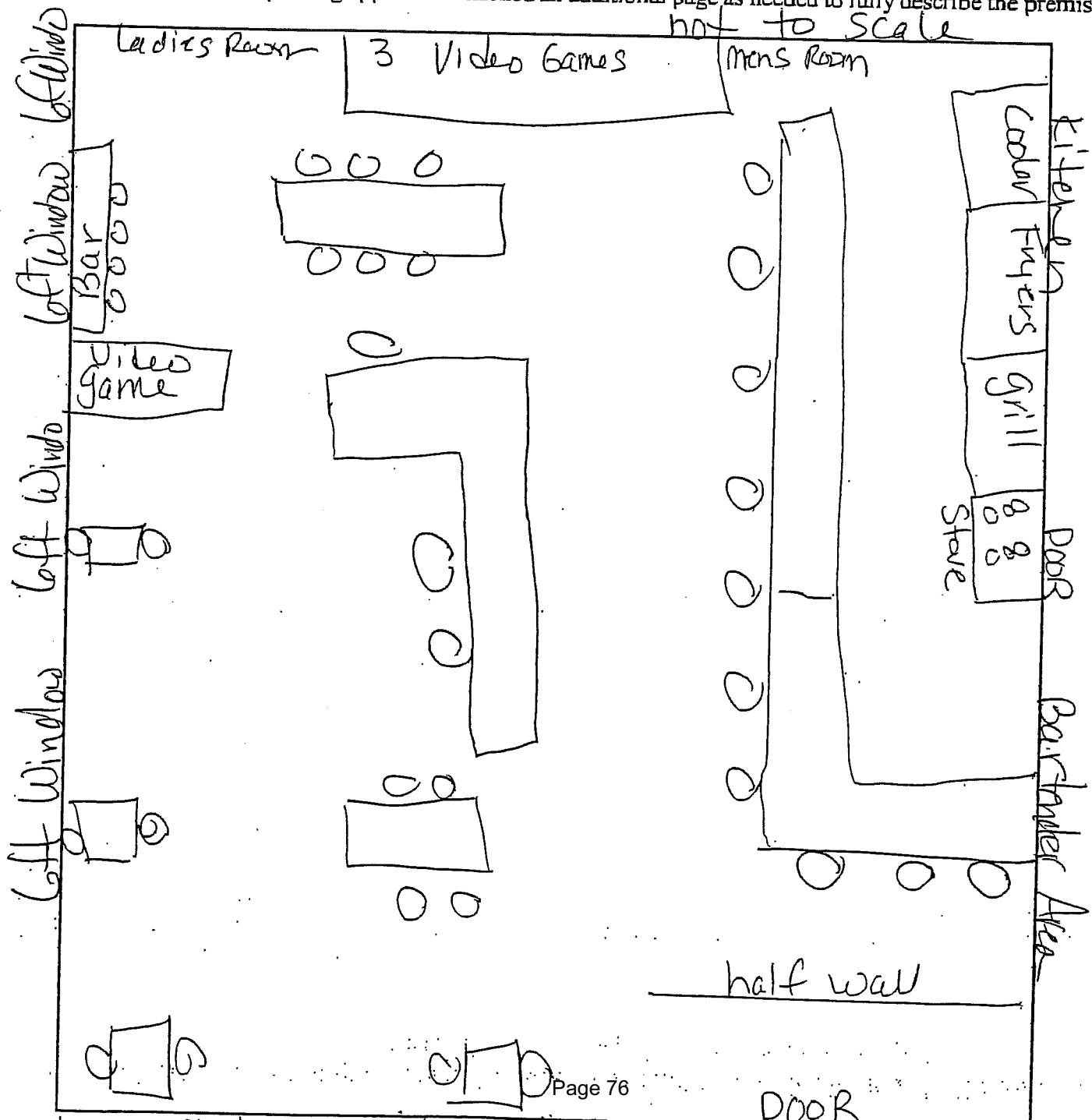
Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
John L Guinn	129 Commercial St Portland, ME 04101	3/6/57	OWNER	

(Ownership in non-publicly traded companies must add up to 100%.)

Section VI Premises Floor Plan

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

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



SANDWICHES, BURGERS AND POUTINE

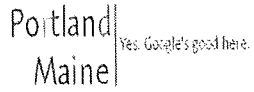
COMMERCIAL BURGER	9
4oz pressed burger with lettuce, tomato, onion, pickles, and house special sauce on a fluffy potato bun + ADD CHEDDAR, AMERICAN, SWISS, BLUE CHEESE 1\$ ADD BURGER PATTY 4\$ ADD BACON 2\$ ADD EGG 2\$ MAKE IT SPICY WITH OUR HOUSE DRY RUB 1\$	
GRILLED CHEESE	7
choice of american or cheddar cheese on white bread	
B.L.T.	8
tomato, shaved lettuce, apple wood bacon and herb mayo served on toasted white bread	
PUB WINGS	11
6 house brined wings tossed with your choice of Red hot buffalo, Jamaican jerk or spicy dry rub. served with ranch or blue cheese.	
FRIED HADDOCK SANDWICH	11
crispy beer battered fried haddock served on a potato bun with lettuce, tomato and tarter sauce.	
FISH CHOWDER	7-13
traditionally prepared with fresh haddock, bacon, onions, celery and whole milk	
SPICY SHRIMP TACOS	13
house spiced shrimp with old bay slaw, topped with pico and lime sour cream	
ROAST JERK CHICKEN	9
Slow roasted chicken with apple cabbage slaw, topped with pico and Jamaican jerk sauce	

SALADS

CAESAR	10
chopped romaine with creamy garlic dressing, grated parmesan cheese, anchovy and seasoned croutons ADD SHAVED BEEF / ROASTED CHICKEN 3\$ ADD / SHRIMP 5\$ CONSUMING RAW OR UNDER-COOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOOD-BORNE ILLNESS.	

STEAK AND CHEESE	12
shaved sirloin with mushrooms, peppers, caramelized onions and horseradish mayo with american cheese	
POUTINE	9
fries topped with cheese curds, chopped bacon, scallions and classic poutine gravy + ROASTED CHICKEN \$3	
RUBEN PANINI	12
thin sliced corned beef, sauerkraut, russian dressing and swiss cheese on rye bread	
HOT DOG	7
all beef hot dog, steamed or grilled served on a toasted roll with chopped onion, with choice of sweet relish, mustard and ketchup.	
DELI TURKEY OR HAM AND CHEESE	8
thinly sliced served with lettuce, tomato and mayo with choice of cheese on white bread.	
CHILLI DOG	10
hot dog smothered wjth chilli topped with cheese	
HEARTY CHILI	6-10
thick, slightly spicy chili with ground beef, kidney beans and served with sour cream, scallions and shredded cheese	
SIDES	2
ADD FRIES, CREAMY COLESLAW OR RED BLISS POTATO SALAD	

HOUSE SALAD	7
Mixed greens with house lemon herb vinaigrette, tomatoes, cucumber, shaved carrots and fresh croutons	



Zachary Lenhart <zlenhart@portlandmaine.gov>

Commercial Street Pub

Eric Nevins <erickn@portlandmaine.gov>

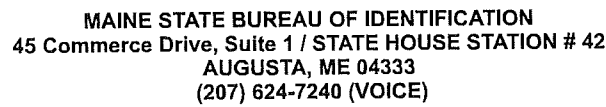
Tue, Jun 15, 2021 at 4:35 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>

Approved

[Quoted text hidden]



Transaction Response #: MIQ99E738214

Introduction

Inquiries Name(s) JOHN GUIN (1957-03-06)

NO MATCH WAS FOUND FOR YOUR REQUEST.



CITY OF PORTLAND
Permitting and Inspections Department

June 4, 2021

The Commercial Street Pub
129 Commercial Street
Portland ME 04101

Re: Commercial Street Pub Inc dba The Commercial Street Pub. Application for a Class A Lounge at 129 Commercial Street.

Dear John Guinn

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 21, 2021 at 5:00 p.m.**, for the review of application for a Class A Lounge at 129 Commercial Street. The meeting will take place virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on June 18, 2021.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 21, 2021 at 5:00 P.M., virtually, Commercial Street Pub Inc dba The Commercial Street Pub. Application for a Class A Lounge at 129 Commercial Street. - Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 10, 2021

SUBJECT: Order 289-20/21 Granting Municipal Officers' Approval of Portland House of Music and Events, LLC, dba Portland House of Music and Events. Application for a Combined Entertainment at 25 Temple Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/27/2021. New City and State applications. Applicant currently holds an Auditorium License with Combined Entertainment and Outdoor Dining on Public Property. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Portland House of Music
2. 20210616135007567

Prepared by:

Date: 6/10/2021

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

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:
Portland House of Music and Events, LLC., dba Portland House of Music and Events.
Application for a Combined Entertainment at 25 Temple Street.



To all Council members,

This letter of intent is to request approval for the Portland House of Music and Events entertainment license to be approved and for us to continue to operate in the same capacity that we have operated since 2015. This will include live entertainment inside my establishment on stage, as well as on my patio. All performances will continue to comply with the city ordinances and all staff have been/will be trained to follow our house noise mitigation plan which has been provided to you.

Cordially,

Ken Bell



CITY OF PORTLAND
 Permitting and Inspections Department
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Renewal for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Portland House Of Music and Event Phone: 207-805-0134
Location Address:	25 Temple St. Zip:
Mailing Address:	Portland ME Zip: 04101
Contact Person:	Ken Bell Phone: 207-329-1923
Contact Person Email:	Ken@PortlandHouseOfMusic.com

Owner Name	Corporate Mailing Address
Ken Bell	25 Temple St. Portland ME 04101 Zip:

About Your Establishment

Class of Liquor License:	A
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	4pm - 1am - Mon - Sunday

QUESTIONS	Y/N
Will you have entertainment on the premises?	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? If yes, will the outside dining be on PUBLIC or PRIVATE property? (circle one)	Y/N Both
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	

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

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

Signature [Signature] Title Owner Date 5-26-2021



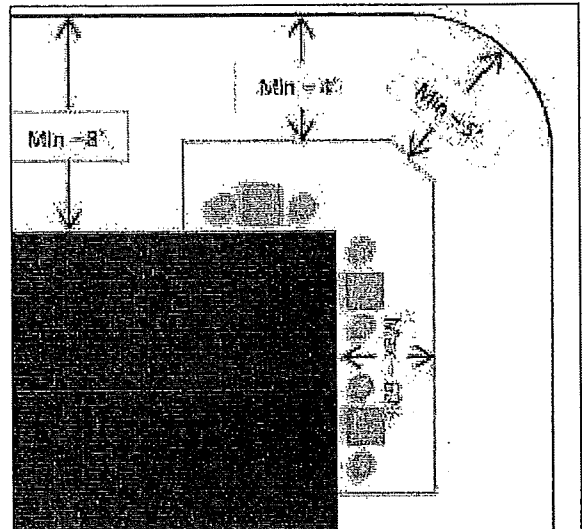
CITY OF PORTLAND
Permitting and Inspections Department
Outdoor Dining Permit on Public Property
Renewal Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
Valid April 1-November 15

Business Information			
Business Name (d/b/a):	Portland House Of Music and Events	Phone:	207 805-0134
Location Address:	25 Temple St. Portland ME	Zip:	04101
Mailing Address:	25 Temple St. Portland ME	Zip:	04101
Contact Person:	Ken Bell	Phone:	207 329-1923
Contact Person Email:	Ken@PortlandHouseOfMusic.com		

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of
Sidewalk Type	Sidewalk Passage Width
Standard sidewalk	4'0"
Street corner	5'0"



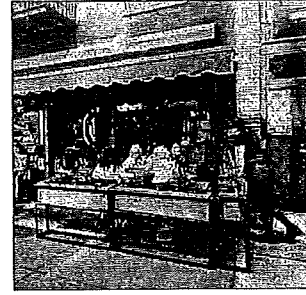
- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.



CITY OF PORTLAND
Permitting and Inspections Department
Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation



Maintenance and Operations

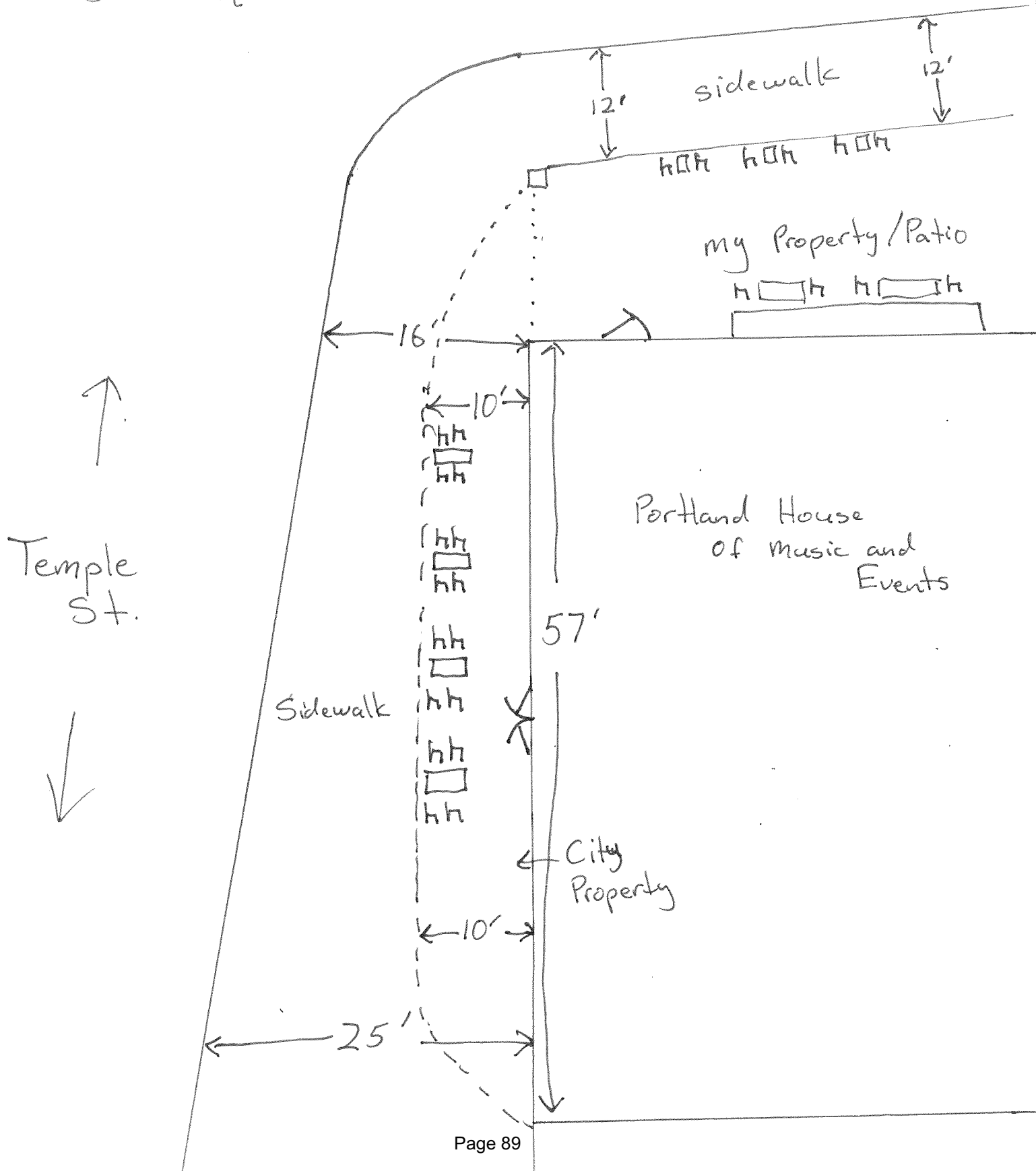
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature  Title President Date 5-14-2021

Proposed space
570 square feet

Federal St.





CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☐ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☐ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - o Prepared and Certified by a Professional Sound Engineer
 - o Details of methods used to minimize the impact on entertainment on the surrounding uses
 - o Speaker Locations and directions
 - o Sound System details and controls
 - o Stage and site layout and direction
 - o Noise cancelling or mitigating measures proposed
 - o Anticipated Sound readings
 - Indoors Entertainment-8 feet from any outer wall
 - Outdoor/Combined Entertainment-Property line and closest residence
 - o On-Site monitor when attendees are expected to exceed 250

Business Information			
Business Name (d/b/a):	Portland House Of Music and Events	Phone:	207 805-0134
Location Address:	25 Temple St. Portland ME	Zip:	04101
Owner Name:	Ken Bell	Phone:	207 329-1923
Owner Email:	Ken@PortlandHouseOfMusic.com		
Contact Person responsible for Entertainment:	Ken Bell	Phone:	207 329-1923
Contact Person Email:	Ken@PortlandHouseOfMusic.com		
Manager of Establishment:	Ken Bell	Phone:	207 329-1923
Manager Email:	Ken@PortlandHouseOfMusic.com		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment: Live music venue offering live entertainment and hosting events such as fundraisers for charity
--

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

Signature Title President Date 5-14-2021

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



Jack Murray Engineer/Producer/System Designer

Odds Are Productions LLC dba Ocean AVL
Portland, ME

Portland House of Music

25 Temple St, Portland, ME 04101

May 14, 2021

Dear Ken,

Thanks so much for taking the time to reach out about a sound mitigation plan. It appears as though you've come up with a solid plan to combat any potential complaints.

Highlights from our talks include:

- An official handbook of rules for any staff to reference during a shift containing outdoor music.
- Keeping doors closed while bands are performing on stage and keeping the volume reasonable during shows.
- Your preemptive attempts from day one to keep sound inside such as thick theatrical window treatments and commercial windows.
- Documenting consistent sound decibel readings from pre-determined locations during the operation of music. These readings will be 60-second dBA weighted average. (Taking a reading before the music begins will help determine a baseline to compare during performances)
- A signed agreement on file for every group/artist affirming they know the rules contained within the official handbook.
- If a Portland police officer arrives on location to do a decibel reading, you will cooperate in all respects and be ready to provide this policy/procedure document, the band's signed agreements, and decibel reading log without hesitation.

I believe the plan you've laid out to me (and will subsequently provide to the city) along with your stellar track record with the city over the years will satisfy their criteria to show you are taking a proactive approach and not a reactive approach after complaints may arise.

Take care,

Jack

PORTLAND HOUSE OF MUSIC DECIBEL LOG SHEET

MAX READING OF 85dBA or 95dBC 8ft from the closest degree for indoor music
 MAX READING OF 85dBA or 95dBC at the closest property line for outdoor music

DATE: _____ BAND: _____

Hour	Actual Time	Reading	In Compliance?	Reading #2	Reading #3	Initials
12:00pm						
1:00pm						
2:00pm						
3:00pm						
4:00pm						
5:00pm						
6:00pm						
7:00pm						
8:00pm						
9:00pm						
10:00pm						
11:00pm						
12:00am						
1:00am						

Live Music Policies and Procedures

Portland House of Music hosts live music inside year round and very occasionally outside on the patio. The band is generally set up inside with the doors closed but for outdoor shows the band will be setup on the patio with speakers facing away from residential areas.

Before any outdoor live music performance begins, club personnel will take a baseline sound reading at the closest property line. Before any indoor live entertainment begins, club personnel will take a baseline sound reading from 8ft outside the main egress. These readings will be 60-second dBA weighted average. These readings will be recorded in the Event Decibel Reading Log.

During live music performances, club personnel will complete hourly decibel readings at these same locations. They will record these readings in the log that resides in the SOP binder. If the levels are more than 85dBA or 95dBC, staff will request that the band lower their levels and then do a second reading to ensure they are within compliance.

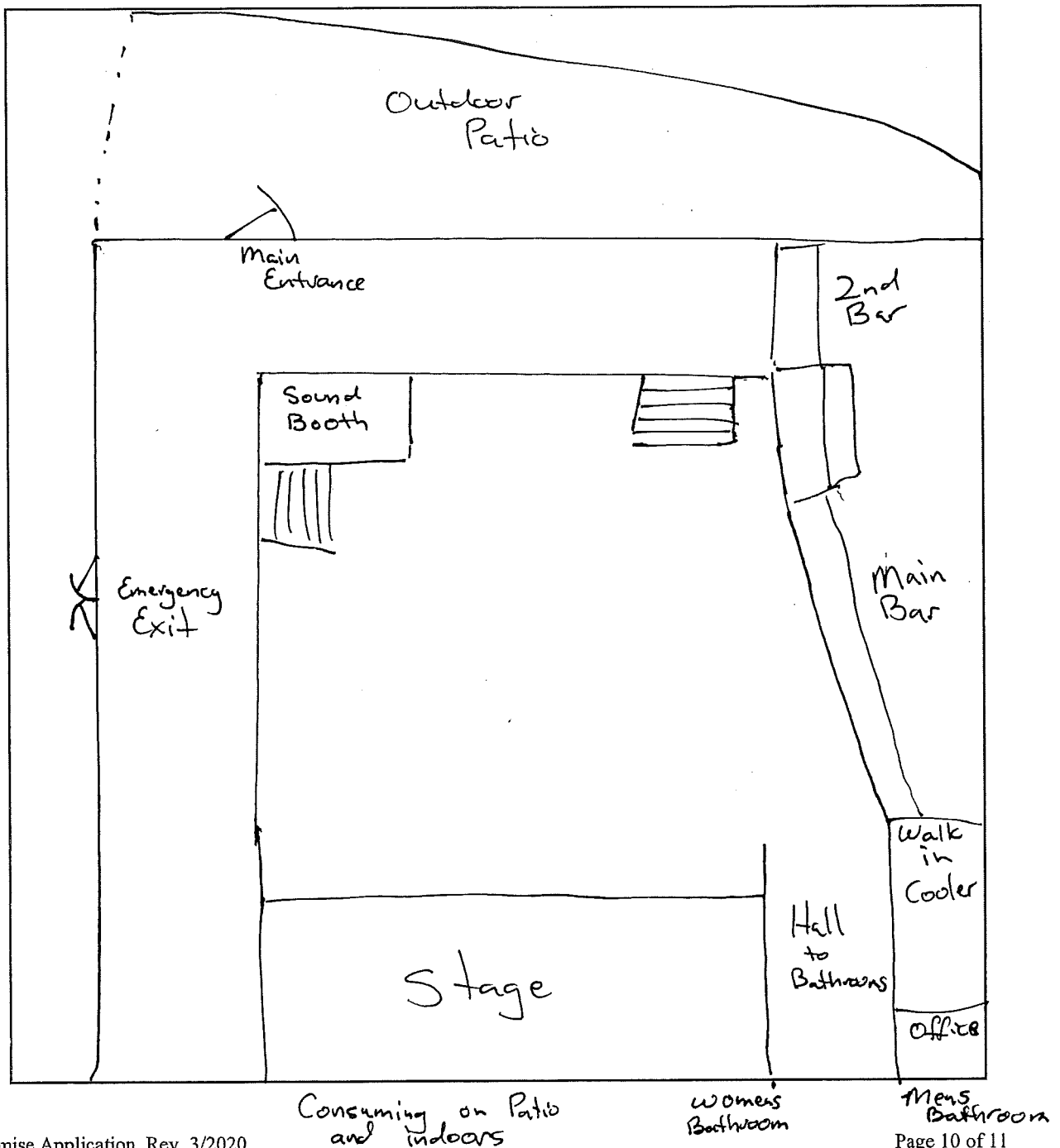
At the start of every season, the bands who perform regularly will be required to read and sign an agreement that they understand and will follow the city's guidelines and The Club's policies and procedures regarding volume. Other bands who may perform at special events will also be required to read and sign this agreement.

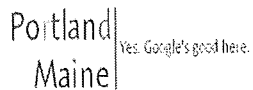
If a Portland police officer arrives to do a decibel reading, club employees will cooperate in all respects and be ready to provide this policy/procedure document, the band's signed agreements, and decibel reading log without hesitation.

Section VI Premises Floor Plan

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

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





Zachary Lenhert <zlenhert@portlandmaine.gov>

Portland House of Music and Events

Eric Nevins <erick@portlandmaine.gov>

Tue, Jun 8, 2021 at 2:06 PM

To: Zachary Lenhert <zlenhert@portlandmaine.gov>

Approved

On Tue, Jun 8, 2021 at 11:16 AM Dan Hondo <danh@portlandmaine.gov> wrote:

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

—
Eric Nevins
Traffic Sergeant
Portland Police Department
(207) 874-8554

City of Portland

Sound Mitigation Review

Date: 6/15/2021

Business Portland House of Music and Events

Applicant Ken Bell

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound			
Additional sound absorbing features			
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



CITY OF PORTLAND
Permitting and Inspections Department

June 4, 2021

Portland House of Music and Events
25 Temple Street
Portland ME 04101

Re: Portland House of Music and Events, LLC., dba Portland House of Music and Events. Application for an Auditorium Combined Entertainment and Outdoor Dining on Public Property at 25 Temple Street.

Dear Portland House of Music and Events, LLC

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 21, 2021 at 5:00 p.m.**, for the review of application for an Auditorium at 25 Temple Street. The meeting will take place virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on June 18, 2021.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 21, 2020 at 5:30 P.M., virtually Portland House of Music and Events, LLC., dba Portland House of Music and Events. Application for Combined Entertainment at 25 Temple Street.- Sponsored by Jon P. Jennings, City Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 10, 2021

SUBJECT: Order 290-20/21 Granting Municipal Officers' Approval of El Luchador Holdings LLC, dba Terlingua. Application for Outdoor Entertainment at 40 Washington Avenue - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 6/1/2021. New City applications. Applicant currently holds a Class I FSE at this location.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Terlingua
2. 20210616144611561

Prepared by:

Date: 6/10/2021

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

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:
**El Luchador Holdings LLC., dba Terlingua. Application for Outdoor Entertainment at 40
Washington Ave.**

Dear City Council,

Terlingua Restaurant located at 40 Washington Ave. is applying for our outdoor entertainment license.

Thank you for considering our application, we look forward to continuing our business in Portland.

Kind Regards,

Pliny Reynolds, Owner
Justin DeWalt, General Manager
207-956-9575



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☐ Indoor Entertainment \$500.00	☒ Outdoor Entertainment \$700.00	☐ Combined Entertainment \$800.00
☒ Sound Mitigation Fee \$150.00		

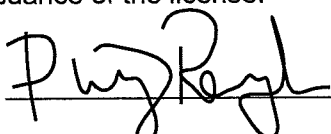
Business Information			
Business Name (d/b/a):	Terlingua	Phone:	207-400-0405
Location Address:	38-40 Washington Ave Portland ME		Zip: 04101
Owner Name:	Pliny Reynolds	Phone:	207-400-0405
Owner Email:	pliny@terlingua.me or plinyreynolds@hotmail.com		
Contact Person responsible for Entertainment:	Darren Elder	Phone:	207-233-1770
Contact Person Email:	thehalostudio@gmail.com		
Manager of Establishment:	Justin Dewalt	Phone:	774-263-8669
Manager Email:	Justin@terlingua.me		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Terlingua is a full service Restaurant serving Texas style BBQ and Mexican inspired fare. Our summer hours are 12pm-9pm Wed-Sun. We are located on bustling Washington Ave and have recently moved into the former Silly's space. We are currently only seating outdoors in our private, 10,000 sf backyard. Our goal with this license to provide back round entertainment while customers enjoy their food, drink and conversation. We are not a concert venue nor do we want to be. We also live in the neighborhood with our two young children and respect the acoustic privacy of those adjacent to us. All music will end by sunset.

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

Signature  Title Owner Date 5/8/2021

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov



SOUND MITIGATION PLAN

**Prepared for:
Terlingua & City of Portland**

May 12, 2021

From: Darren Elder, The Halo Studio

To: Jessica Hanscombe, Licensing, City of Portland

Dear Ms. Hanscombe,

On behalf of our clients at Terlingua, The Halo Studio is pleased to provide this Sound Mitigation Plan in support of entertainment licensing for their 40 Washington Avenue premises.

For ease of review, we have provided our findings and recommendations in order of the required items as outlined in the Code of Ordinances, Chapter 4, Sec. 4-52, Rev. 7-15-2019 4-10, 2 (a-d) inclusive.

Rationale

As Terlingua seeks to curate ambient background entertainment for their culinary guests, we have strategized and coordinated the necessary rationale for them to remain in compliance with all relevant city sound ordinances as well as good standing with their immediate neighbors and community.

We trust that the information and guidance we have provided will meet the City's needs, and stand ready to answer any questions you may have as you conduct your review.

Requirements

(a.)

This plan meets the requirement that it be prepared by a professional sound engineer with appropriate experience and training. The Halo Studio brings decades of experience and a track record that is second to none in terms of sophisticated sound engineering, acoustic design, and consulting on complex sound and audio-visual environments.

The team at The Halo Studio is routinely called upon by clients ranging from world-renowned recording artists and mastering studios to private businesses and municipalities to solve their acoustical needs and sound engineering challenges.

Over the last sixteen years, we have become beta-testers for multiple cutting edge audio software and treatment companies, which allows us to take every measure to maximize the acoustic experience within each designated space while minimizing unwanted frequencies and decibel levels.

Professional references are available upon request, and more information about the specialists at The Halo Studio can be found here:

<http://thehalostudio.com/about-us/who-we-are/>

(b.)

Our Sound Mitigation Plan begins by identifying the surrounding uses to which we aim to minimize, eliminate, and impact where possible, both in terms of overall dbA levels and tonal impulse sounds.

Terlingua is designated as a B2-b zone as are the adjacent abutting neighbors on the East and West. The adjacent abutments to the South are zoned R6. Across the street to the North the abutment is zoned B4.

The corresponding distances to these abutting zoned structures from the Central Deck sound source are as follows:

South-60'

East-25'

West-25'

North-100' to street separated by restaurant building (3 story multi unit w/single unoccupied apartment)

Other surrounding contributors to the established noise floor in this area include but are not limited to:

Washington Street traffic

Interstate 295

Neighborhood business and residential activity.

These surrounding land uses are all significant transportation noise sources as well as periodic aircraft noise (particularly on overcast days which tend to retain sound pressure).

Practicality

As a practical matter, with respect to nearby residents, the sound output from these neighbors and from the I-295 corridor routinely measures higher than the dbA and tonal impulse impact from the desired entertainment activity that Terlingua would generate.

Our Sound Mitigation Plan combines three simple elements which when operated in coordination enable us to create superior sound mitigation that results in negligible impact on neighboring uses.

These are:

1. Underlying sound measurement matrix and mathematical assumptions
2. Disciplined use of professional audio equipment
3. Regular monitoring during events

Items 1 and 2 are discussed in more detail in response to section (c.) below, and item 3 is treated in response to section (d.) below.

(c.)

Outdoor events utilize professional sound amplification system that is positioned to be operated and compatible with achieving the best sound quality with the least amount of negative impact on surrounding uses.

Sound within 8' of the building as measured by SPL meter (as well as by general observation).

The Halo Studio staff has consulted on the design and installation of the necessary systems and continues to provide oversight as needed. Terlingua staff has been advised of all basic operational responsibilities.

Metrics

The following data is intended to present generally anticipated sound pressure levels at various points on and adjacent to the Terlingua property resulting from amplified entertainment.

Though the intent of the ordinance is to include all modes of entertainment, including but not limited to acoustic performance as well as pre-recorded music played via speakers, whether indoor or outdoor, as a practical (and perhaps obvious) matter these modes are far less impactful than concert-level amplified music, so, to be as conservative as possible, we have utilized outdoor concert industry metrics to establish our underlying matrix and mathematical models.

For the purposes of modeling impacts, the base line for these calculations is a standard audio event with 70dB (A-weighted) measured SPL at the Mix Position and corresponding 8' increments concurrently.

The mathematical model used is the Inverse Square Law:

$$20 \cdot \log(D2/D1) = X$$

where "D1" represents distance from Center Deck to Mix Position , "D2" represents distance from center stage to perimeter location and "X" represents the reduction in dBspl from "D1" to "D2".

Using inverse square law calculations we would expect the following resulting SPL outcomes in each given location/distance from an amplified entertainment source measuring dBA at the mix position (which is assumed to be located at the Central Deck location)

Location (dist.) Resulting SPL

South Abutting Structure - 60' - 54.4dBA
East Abutting Structure - 25' - 59.9dBA
West Abutting Structure - 25' - 59.9dBA
North Abutting Structure - 100' - 51.3dBA

Further, it is important to note that inward facing directional sound pressure (speaker direction) is essential to focus collective decibel levels away from property lines.

As a practical matter, sound levels managed at the mix position could be higher than 70dBA and still result in sound levels at the nearest residential property that do not exceed 60dBA.

As discussed earlier, the surrounding conditions including but not limited to traffic, business, and aircraft routinely create ambient sound that exceeds these levels.

But with respect to entertainment at Terlingua, the intent of our analysis has been to demonstrate that, even with an output of 70 dBA at the source, it is not mathematically plausible for any sound impact produced onsite to be in excess of 60 dBA at the nearest residential property, and the impact will most certainly be well below this level when "real world" factors such as natural diffusion, structural interference, and directional friction are introduced into the equation.

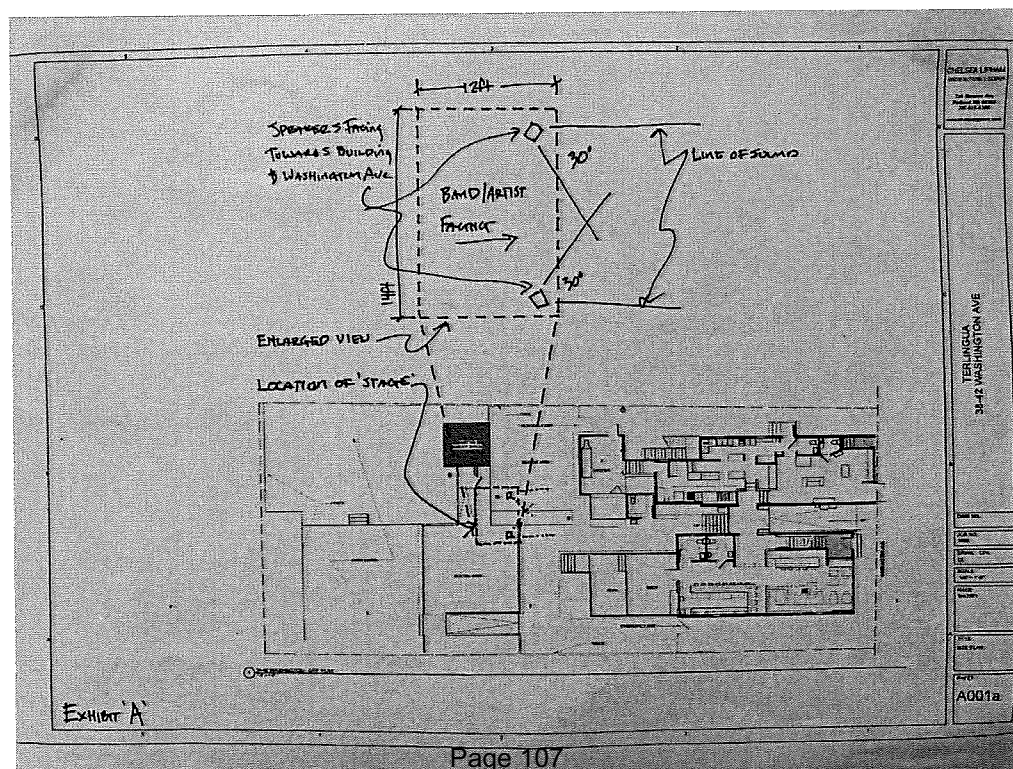
For most any outdoor entertainment we anticipate that 8' from any outer wall of either venue we will be no more than 63.3 dbA.

Standard Equipment

JBL - Speakers
JBL/QSC-Reference Monitoring
Standard App- Decibel Meter

Exhibit A - Corresponding Site Plan

Shows the Central Deck with speaker location and direction for a typical entertainment event, together with locations for sound monitoring for events.



(d.)

In coordination with Terlingua management and under the direction of Terlingua staff, we will continue to assist them in maintaining adherence to necessary standards previously mentioned.

The Halo Studio personnel are routinely deployed by our clients to perform sound monitoring with SPL meters on their premises and at selected locations nearby during relevant operational hours for the purpose of verifying and maintaining necessary standards.

Further, Terlingua staff is equipped with and trained to use an SPL meter, and is available at any time prior to, during, or after events to respond to outreach from City officials.

Owner/Operator Pliny Reynolds can be contacted at (207)-400-0405

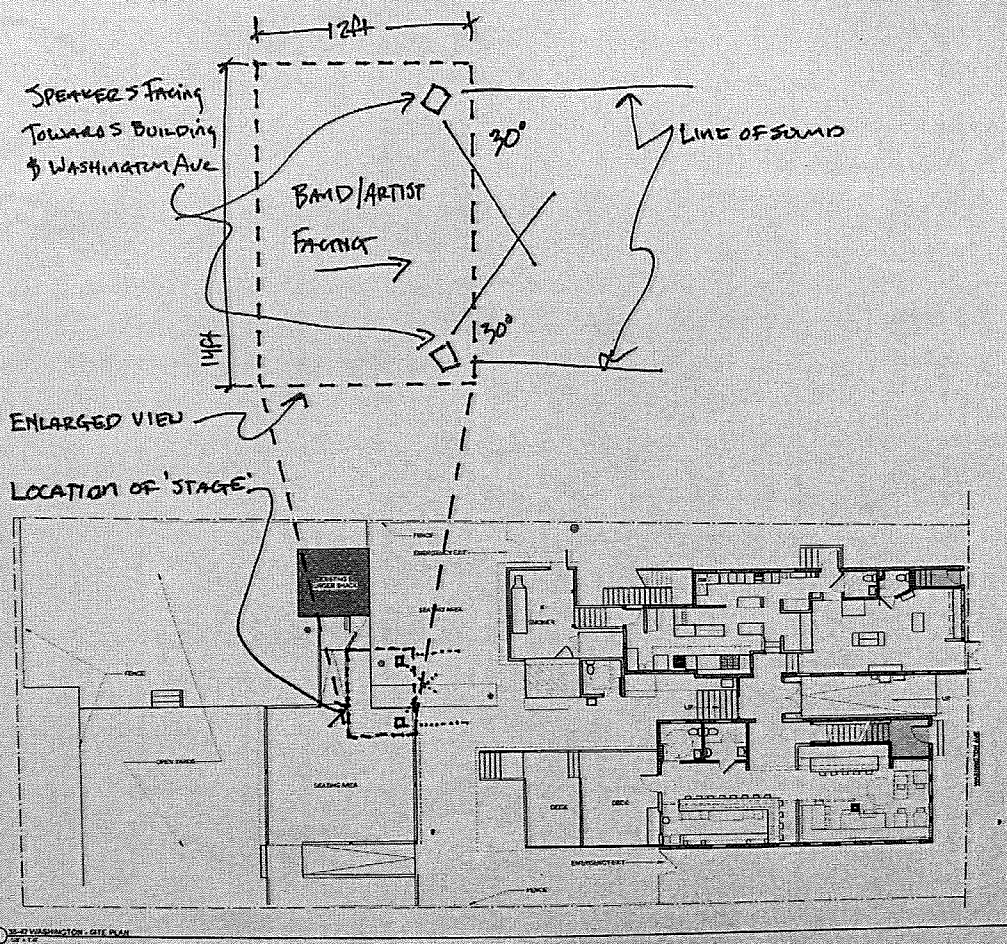
We trust that the foregoing will be sufficient to meet the requirements of the ordinance, and stand ready to answer any questions you may have.

Thank you,

Darren Elder



The Halo Studio LLC
58 River Rd
Windham ME 04062
thehalostudio.com
thehalostudio@gmail.com
207.233.1770

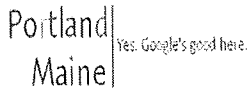


CHELSEA LUTHELM
ARCHITECTURE + DESIGN
741 Riverside Ave
Portland ME 04103
207-615-5000
www.chelsealuthelem.com

TERLINGUA
38-42 WASHINGTON AVE

DWG NO.
JOB NO.
DATE
DRWN. CHK.
CL.
SCALE:
1" = 1'-0"
ISSUE:
DATE:
TITLE:
SITE PLAN
SHEET:
A001a

Exhibit 'A'



Zachary Lenhart <zlenhart@portlandmaine.gov>

Terlingua

Glen McGary <glenm@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>
Cc: Kevin Schneck <kschneck@portlandmaine.gov>

Tue, Jun 8, 2021 at 5:13 PM

PPD Approves
[Quoted text hidden]

—

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

City of Portland

Sound Mitigation Review

Date: 6/14/2021

Business Terlingua

Applicant Pliny Reynolds

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound			
Additional sound absorbing features			
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



CITY OF PORTLAND
Permitting and Inspections Department

June 8, 2021

El Luchador Holdings LLC
56 Washington Street
Portland ME 04101

Re: El Luchador Holdings LLC., dba Terlingua. Application for Outdoor Entertainment at 40 Washington Ave

Dear El Luchador Holdings LLC

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 21, 2021 at 5:00 p.m.**, for the review of application for Outdoor Entertainment at 40 Washington Avenue. The meeting will take place virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on June 18, 2021.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207)874-8557 or bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 21, 2020 at 5:00 P.M., virtually El Luchador Holdings LLC., dba Terlingua. Application for Outdoor Entertainment at 40 Washington Ave.- Sponsored by Jon P. Jennings, City Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 10, 2021

SUBJECT: Com 29-20/21 Communication re: the Portland Revaluation - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

None

Prepared by:

Date: 6/10/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**TRAFFIC SCHEDULE AMENDMENT
RE: NEW 30-MINUTE PARKING SPACES AT 132 MARGINAL WAY**

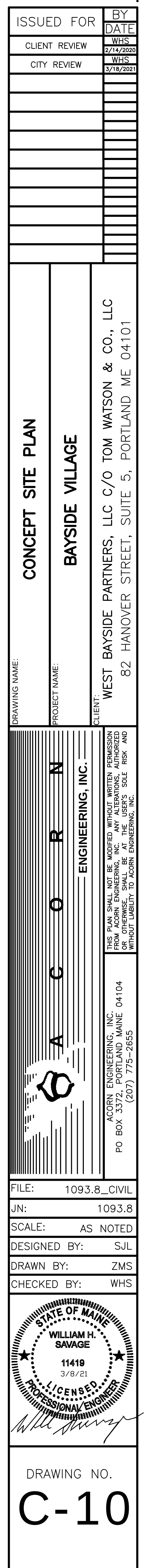
ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

**By Adding under Marginal Way, from a point approximately 185 feet southwest of
Chestnut Street for a distance of 160 feet:**

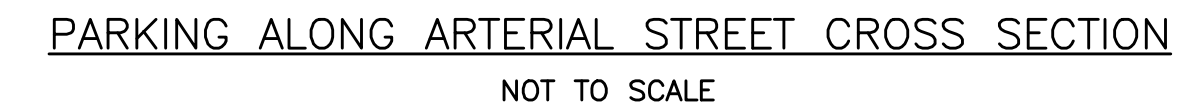
Northwest Side

☐ **Schedule XVI – 30 Minute Parking**

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
6. RELOCATE EXTERIOR LIGHT POLES AS REQUIRED, IT ANY RELOCATED LIGHTING BACK INTO THE EXISTING CITY WIRING SYSTEM PER ALL APPLICABLE CODES.
7. PLAN REFERENCES:
 - 7.1. "ALTA - ACSM LAND TITLE SURVEY" PREPARED BY OWN HASKELL, INC. DATED 01/19/2012 & REVISED 05/19/2019.
 - 7.2. "CITY OF PORTLAND PUBLIC SERVICES DEPARTMENT CONTRACT DRAWINGS, MARGINAL WAY IMPROVEMENTS" PREPARED BY SEBAGO TECHINCS DATED 07/09/2020 & APPROVED JULY 2020
 - 7.3. "BAYSIDE VILLAGE A STUDENT HOUSING COMPLEX" PREPARED BY MITCHELL & ASSOCIATES, DATED 7/11/2006 & REVISED 8/22/2006



1. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
2. MAX CROSS SLOPE OF 2% ON SIDEWALKS
3. ELEVATIONS PER PLAN REFERENCES, TO BE V.I.F.
4. PLAN REFERENCES:
 - 4.1. "ALTA / ACSM LAND TITLE SURVEY" PREPARED BY OWN HASKELL, INC. DATED 01/19/2012 & REVISED 05/19/2019.
 - 4.2. "CITY OF PORTLAND PUBLIC SERVICES DEPARTMENT CONTRACT DRAWINGS, MARGINAL WAY IMPROVEMENTS" PREPARED BY SEBAGO TECHNICS DATED 07/09/2020 & APPROVED JULY 2020.
 - 4.3. "BAYSIDE VILLAGE A STUDENT HOUSING COMPLEX" PREPARED BY MITCHELL & ASSOCIATES, DATED 7/11/2006 & REVISED 8/22/2006



PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

[illegible]

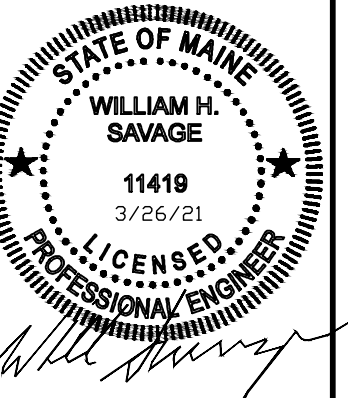
BAYSIDE VILLAGE

WEST BAYSIDE PARTNERS, LLC C/O TOM WATSON & CO., LLC
82 HANOVER STREET, SUITE 5, PORTLAND ME 04101



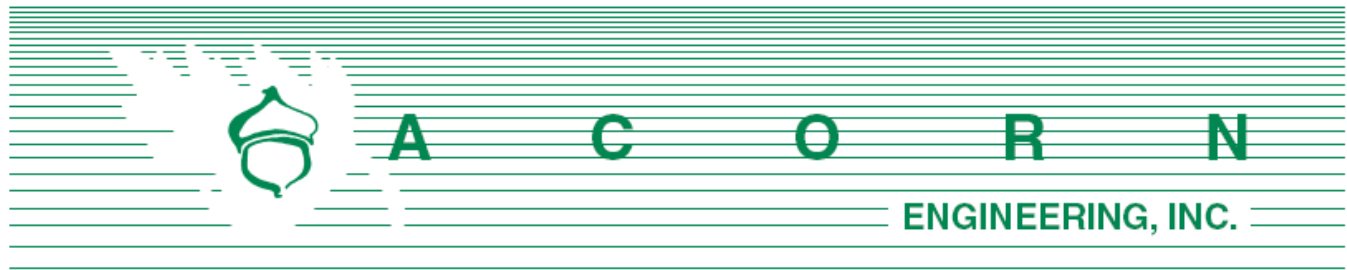
A C O R N
ENGINEERING, INC.

FILE:	1093.8_CIVIL
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SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	ZMS
CHECKED BY:	WHS



DRAWING NO.

C-30



Portland City Council
Attn: Mayor Snyder
P.O. Box 1385
Portland, Maine 04101

March 22, 2021

Subject: Proposal for New On-Street Public Parking
132 Marginal Way

Mayor Snyder & Council Members:

On behalf of Tom Watson & Co., we are pleased to submit this proposal for additional on-street parking in the burgeoning neighborhood of West Bayside. The proposal would allow for seven new public parallel parking spaces on Marginal Way, along the retail frontages within the existing mixed-use building formerly known as “Bayside Village” which is currently being renovated on the upper floors from “quad-style” housing to more traditional one and two bedroom units.

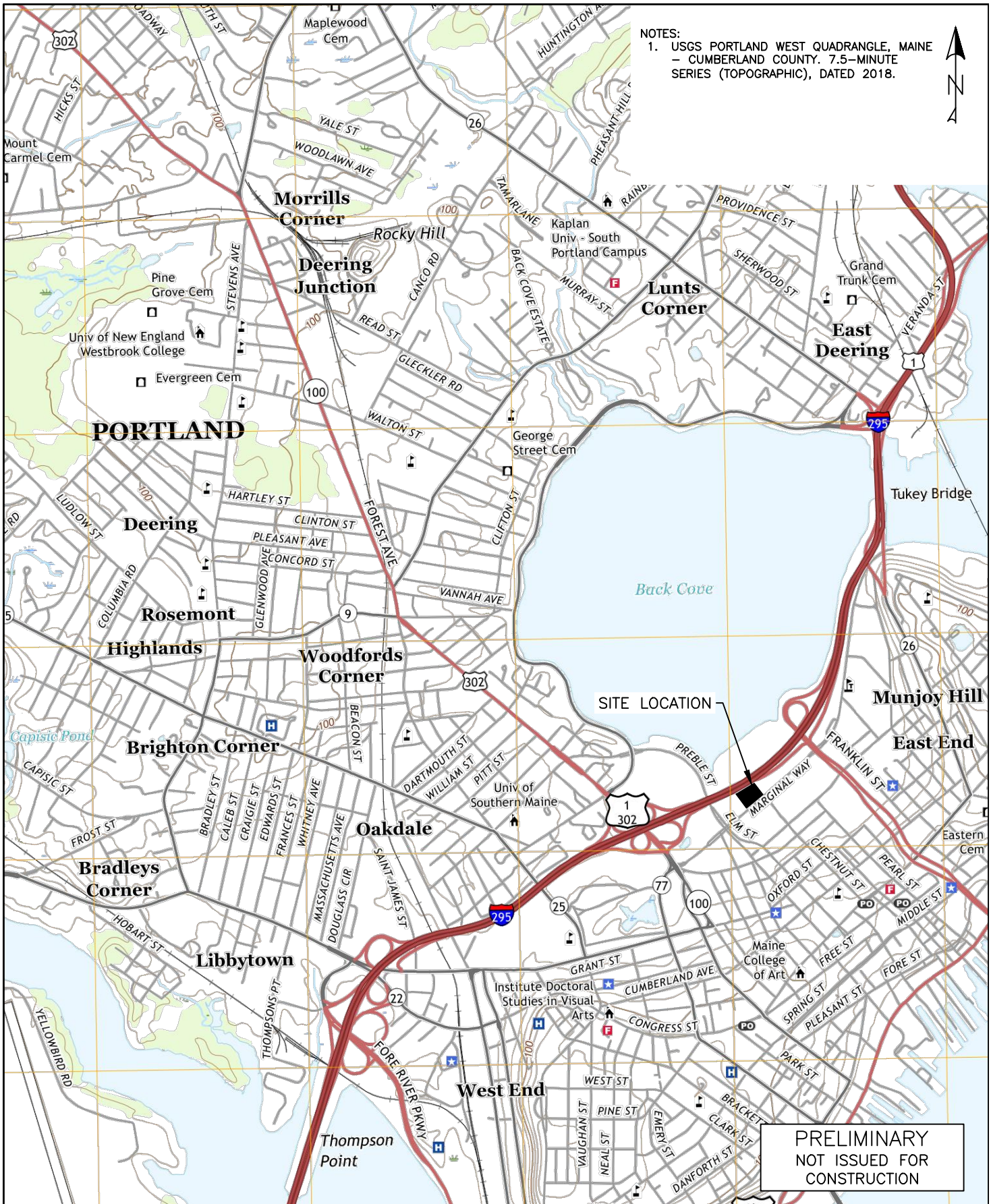
The new parking spaces adopt the existing on-street parking scheme along Marginal Way and would add much-needed public parking supply. Most notably, these parking spaces, which are anticipated to be restricted at 30 minutes, will support the retail frontages in the existing building which has historically seen high turnover. With better parking options, the anticipation is that the retailers will have greater business success and can provide an anchor to the streetscape and help promote activity.

This proposal has been coordinated with various members of Public Works and the engineering plans have undergone several revisions in response to Staff comments. These public improvements would be paid for entirely by Tom Watson & Co. and coordinated with the City’s 2021 Marginal Way Roadway Project. We anticipate this minor project to be undertaken by the same Contractor, therefore creating a seamless addition which will benefit not only the retailers, but the City as a whole, including its residents and visitors.

We look forward to presenting this proposal to you. In the meantime, please do not hesitate to reach out with any questions or concerns.

Sincerely,

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.	FILE: 1093.8_CIVIL
	JN: 1093.8
	SCALE: 1"=2000'
	DESIGN BY: SJL
	DRAWN BY: ZMS
DRAWING NO.	CHECKED BY: WHS
FIGURE 1	

ACORN
 ENGINEERING, INC.

ACORN ENGINEERING, INC. P.O. BOX 3372
 PORTLAND, MAINE 04101 (207) 775-2655

DRAWING NAME:	VICINITY MAP	ISSUED FOR	BY
PROJECT NAME:	BAYSIDE VILLAGE	CITY REVIEW	DATE
CLIENT:	WEST BAYSIDE PARTNERS, LLC C/O TOM WATSON & CO., LLC		3/18/2021
	82 HANOVER STREET, SUITE 5, PORTLAND ME 04101		



CITY OF PORTLAND
Executive Department
Jon P. Jennings, City Manager

To: Mayor Snyder and City Councilors
From: Jeff Tarling, City Arborist
Date: June 16, 2021
RE: Order 261A-20/21

Order 261A-20/21 seeks to add seven (7) 30-minute parking spaces at 132 Marginal Way, which would require the removal of five (5) mature trees established in the public right-of-way. It is my recommendation that this request be denied for the following reasons.

The science behind growing successful street trees is directly related to having adequate space to grow a tree. I believe that the proposed changes would not result in the successful growth of replacement trees, and would greatly compromise the Site Plan as approved.

132 Marginal Way is a very large building, and the site is best served by similarly large trees. The Intermed Building at the corner of Marginal Way and Preble Street Extension went through an extensive Site Plan Review at the time of construction; the approved Landscape Plan included street trees planted in the esplanade, which is within the City street right-of-way.

The existing trees are well-established and functioning as designed; the success of the existing trees is partially due to the sizable soil volume. In addition to supplying the necessary root zone to grow the trees, this space also helps manage and absorbs stormwater. The proposed replacement trees would never be able to grow to the extent needed in a smaller grow-space.

Lastly, removing healthy street trees from an approved project would set a dangerous precedent for City-owned green infrastructure.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 17, 2021

SUBJECT: Written Public Comment(s) Received

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. City of Portland Mail - Fwd_ PLEASE DO NOT KILL THESE TREES.._

Prepared by:

Date: 6/17/2021



Dena Libner <dlibner@portlandmaine.gov>

Fwd: PLEASE DO NOT KILL THESE TREES...

1 message

Jon Jennings <jpj@portlandmaine.gov>
 To: Dena Libner <dlibner@portlandmaine.gov>

Wed, Jun 16, 2021 at 12:21 PM

For the backup.

----- Forwarded message -----

From: **Nick Mavodones** <nmm@portlandmaine.gov>
 Date: Wed, Jun 16, 2021 at 12:21 PM
 Subject: Fwd: PLEASE DO NOT KILL THESE TREES...
 To: Danielle West-Chuhta <dwest@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>

----- Forwarded message -----

From: **George Rheault** <george.rheault@gmail.com>
 Date: Wed, Jun 16, 2021 at 12:20 PM
 Subject: PLEASE DO NOT KILL THESE TREES...
 To: Kate Snyder <ksnyder@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Councilor Belinda Ray <bsr@portlandmaine.gov>, <mtremblay@portlandmaine.gov>, Hipple, Ethan <EHIPPLE@portlandmaine.gov>, Jeff Tarling <JST@portlandmaine.gov>

A few photos of the 5 healthy and thriving pin oaks out in front of 132 Marginal Way just in case any members of the City Council do not have the time to experience for themselves the wonderful shade and serenity these 5 specimens are providing at this location after more than a decade of quiet, steady growth.

If the Council really believes adding parking spaces here is a necessity, then by all means demand that Tom Watson and his partners take the time and money to MOVE THE TREES (SAFELY).

For goodness sake, Tom Watson's company has rebranded this building as "The Linden Apartments" because some units can see the linden trees that ring Back Cove. Pretty ironic that the apartment owners are proposing to KILL perfectly good trees while also using trees to market their business!

The crazy thing is the trees only have to be moved a few feet (or less) in order to avoid being in the path of the new curbs and the disruption of the related road work.

Asking to have trees of this size moved, while not the cheapest option, is also not at all unusual. See below for two short and excellent videos which highlight a few approaches (and both examples highlight the care that must be taken before and after transplanting to ensure the success of the trees after moving, which of course is as important as the move itself).

This Old House short film on mature tree transplanting...
[How to Transplant Mature Trees | This Old House - YouTube](#)

Tree Moving Spade Machine
[How We Dig And Move Big Trees - YouTube](#)

Many more videos out there on YouTube! Searching "tree moving" or "mature tree transplanting" gets lots of similar results.

--

Nick Mavodones City Council At-Large 389 Congress Street Portland ME 04101 (207) 874-8685
nmm@portlandmaine.gov Sent from Gmail Mobile

--

Jon P. Jennings, MPA
City Manager
[City of Portland](#)
389 Congress Street
Portland, ME 04101
(207) 874-8689 Office
jpj@portlandmaine.gov
www.portlandmaine.gov

3 attachments

The Five Sentinels at 132 Marginal Way.JPG
2467K



The Pin Oaks Sidewalk Shading.JPG
2774K



Pin Oak Taller Than A Lamp-Post.JPG
3180K

MEMORANDUM
City Council Agenda Item

FROM: Jon Jennings, City Manager

DATE: June 8, 2021

SUBJECT: Order 278-20/21 Approving and Authorizing Maine Department of Transportation and City of Portland Land Exchange Agreement Re: International Marine Terminal - Sponsored by Councilor Spencer Thibodeau, Chair, Housing & Economic Development Committee

SPONSOR: Councilor Spencer Thibodeau, Chair/Housing and Economic Development Committee, meeting held on May 18, 2021, and the vote was 4-0 to forward this item to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

PRESENTATION: Jon Jennings/3 Minutes

I. SUMMARY

The Proposed Land Exchange Agreement between the Maine Department of Transportation (MaineDOT) and City of Portland will benefit both the State of Maine and the City of Portland.

II. AGENDA DESCRIPTION

This item would approve the Land Exchange Agreement between the Maine Department of Transportation (MaineDOT) and the City. On May 18, the Housing & Economic Development Committee voted (4-0) to recommend approval of this agreement to the City Council.

The City and MaineDOT properties are determined to be of equivalent value, so no money will change hands. This agreement provides for an exchange as follows:

City of Portland Properties to Exchange with MaineDOT

International Marine Terminal Property: Currently leased to the Maine Port Authority.

Cliff Island Wharf: The State owns all public wharfs in Casco Bay. Transferring this responsibility to the State relieves the City of all financial maintenance responsibility for this Wharf in the future.

MaineDOT Properties to Exchange with the City

Wye Property along County Way: This is a 10-acre site with known environmental issues, which City staff feel can be managed to support site development in the future. Land of this size on the Peninsula is scarce.

Park & Ride Lot (on Marginal Way, adjacent to Miss Portland Diner): The City's intended future use of this property is to support transportation activities.

Former Union Branch Rail Corridor (from Forest Avenue to Park Street, including the railroad bridge): City ownership and MaineDOT commitment to construct a multi-use trail will complete a major trail connection throughout the City.

The Maine Port Authority (MPA) and MaineDOT began leasing the International Marine Terminal (IMT) from the City in 2009. Since that time, the MPA and MaineDOT have dramatically expanded the footprint of the IMT by acquiring adjacent property and have constructed numerous improvements. In 2018, MaineDOT approached the City regarding this land exchange.

This item must be read on two separate days. It received its first reading on June 7, 2021. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In 2018, the Maine Department of Transportation Commissioner David Bernhardt, at that time, proposed a land exchange between MDOT and the City of Portland. Attached is a copy of MaineDOT Commissioner Bernhardt's letter to the City Manager. Please note that the current MaineDOT Commissioner Bruce Van Note continues to support this land exchange proposal.

LAND EXCHANGE AGREEMENT OVERVIEW

Properties to be exchanged include the following:

City of Portland Properties to Exchange with MaineDOT

International Marine Terminal Property currently leased to the Maine Port Authority. The MaineDOT continues to make major multi-million-dollar investments in the Marine Terminal site and adjacent State-owned properties to support international cargo shipping through Eimskip's operations, along with the proposed cold storage facility. Adding the City-owned property to the adjacent state-owned property make sense for the State and the City.

Cliff Island Wharf. The State owns all public wharfs in Casco Bay. Transferring this responsibility to the State relieves the City of all financial maintenance responsibility for this Wharf in the future.

MDOT Properties to Exchange with the City

Wye Property along County Way. This is a ten-acre site with known environmental issues which City staff feel can be managed to support site development in the future. The City has completed a Phase 1 Environmental Assessment (ESA), and Phase II ESA work is underway. The environmental assessment work will be completed before the properties are exchanged. Land on the Peninsula of this size is scarce. It will be valuable for the City to own this property to influence the direction of development, in the future, through a public process.

Park & Ride Lot on Marginal Way adjacent to Miss Portland Diner. It is important for the City to own this property in the future. The City's intended future use of this property is to support transportation activities.

Former Union Branch Rail Corridor from Forest Avenue to Park Avenue, including the railroad bridge, as an improved multi-purpose trail. City ownership and MDOT commitment to construct a multi-use trail will complete a major trail connection throughout the city. In addition, the City is under contract to do design work for the last remaining trail connection between Park Avenue and the Portland Transportation Center.

Equivalent Value

The City and MDOT properties are determined to be of equivalent value so no money will change hands.

“As Is Where Is” Condition

All properties will be exchanged in their present condition.

Due Diligence Period and Property Closing Timeframe

The Due Diligence Period is six (6) months after the date of this Agreement. The Property Closing will be on or before thirty (30) dates after the end of the Due Diligence Period.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approval to exchange properties with MaineDOT to support the following:

- Transfer of City-owned Marine Terminal Property to the State of Maine
- MaineDOT construction of the multi-use shared pathway from Forest Avenue to Park Avenue with city property ownership to improve pedestrian mobility in the city along Deering Oaks, Hadlock Field and Expo;
- Future cost savings with not maintaining the Cliff Island Wharf;
- Acquisition of the Park & Ride Lot adjacent to Miss Portland Diner;
- Acquisition of the Northern Wye ten (10) acre site located on County Way to provide options for future City municipal facility investment.

V. FINANCIAL IMPACT

The properties are considered of equivalent value so no funds are changing hands. However, there will be an annual operating budget impact as the Marine Terminal Property is currently being leased by the State of Maine from the City. The annual lease revenue loss is estimated to be approximately \$145,000 annually (the lease payments are indexed to inflation) beginning in FY23. The lease payments are made on a lagging basis so the payment for FY22 will not be impacted as it relates to the FY21 lease. The \$145,000 loss in revenue represents an approximately \$0.02 increase to the mill rate.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends the City Council approve the City Manager executing the Land Exchange Agreement, and whatever other documents are necessary to effect the intent and purpose of the Land Exchange Agreement.

VII. RECOMMENDATION

At the May 18, 2021, Housing and Economic Development Committee, the Committee voted 4-0 to recommend to the City Council approval of the Proposed Land Exchange Agreement.

VIII. LIST ATTACHMENTS

1. MaineDOT Land Exchange re International Marine Terminal 6.7.2021
2. 10-24-2018 Ltr from MDOT to City of Ptld Re Proposed Land Exchange
3. Portland-MaineDOT LEA Cln for Council with Exhibits 061621 MG

Prepared by:

Jon Jennings, City Manager

Date: 6/8/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING AND AUTHORIZING
LAND EXCHANGE AGREEMENT BETWEEN THE MAINE DEPARTMENT
OF TRANSPORTATION AND THE CITY OF PORTLAND
RE: INTERNATIONAL MARINE TERMINAL**

ORDERED, that the Land Exchange Agreement between the Maine Department of Transportation and the City of Portland for land at the International Marine Terminal and the Cliff Island Wharf in exchange for ten (10) acres on County Way, the Union Branch Rail Corridor from Forest Avenue to Park Avenue, and the Park & Ride Lot at the Miss Portland Diner is hereby approved and accepted in substantially the form attached hereto; and

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



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

October 24, 2018

Jon Jennings, City Manager
City of Portland
389 Congress Street, Room 208
Portland, Maine 04101

Re: International Marine Terminal Land Lease
Proposed City/State Property Exchange

Dear Jon:

I am writing to follow-up on our discussions related to the city-owned portion of the property on Commercial Street in Portland, which the Maine Port Authority (MPA) currently leases from the City to operate the International Marine Terminal (IMT).

First, let me say that I appreciate our relationship related to the City of Portland's transportation needs. The candor and "get-it-done" approach is both refreshing and fruitful for both of our offices, the traveling public and Maine taxpayers.

As you are aware, the City of Portland owns a parcel of land located within the current IMT footprint, and lease payments for that parcel are based on a percentage of IMT revenue – now at its current cap of \$136,000. Since first leasing the property on June 1, 2009, the MPA and MaineDOT have dramatically expanded the footprint of the IMT by acquiring adjacent property and have constructed numerous improvements.

The new IMT maintenance facility currently under construction resides on the city-owned parcel. To further expand both IMT improvements, and grow the business and volume through the facility, we believe it is in the best interest for the State of Maine and the City to enter into an agreement for an exchange of property. This exchange will allow the State to own all of the land within the IMT footprint and provide flexible property for the City, as well as a fully constructed bicycle and pedestrian way connecting key Portland locations.

The MaineDOT is prepared to offer three pieces of property, valued by extremely conservative 15-year-old purchase prices at \$2,223,000. In addition, we are offering to pay for improvements to one of the parcels valued at \$1,643,608. The total value of this exchange is \$3,866,608. Attached you will find a detailed proposal of the land and work we propose to swap with the City of Portland in exchange for the IMT parcel.

We believe this exchange will be a win-win for both the City of Portland and the growing IMT. It provides certainty to both entities, while allowing each to develop its own priorities in tandem with those we share.

I appreciate your willingness to have this important conversation. Thank you for consideration of this offer.

Sincerely,

David Bernhardt, P.E.
Commissioner

Attachment A

Proposal for City of Portland for transfer of IMT property

State Land to be transferred to the City of Portland

Union Branch (Forest Avenue to Park Street including the RR bridge)		
	Purchase Price in 2001 dollars	\$1,250,000
RR Wye Parcel (10.18 acres)	Purchase Price in 2002 dollars	\$ 773,000
Miss Portland Diner Parking lot, .79 Acres	est. value	<u>\$ 200,000</u>
	Land	\$2,223,000

Land

Union Branch Trail Construction

Forest-State-Marginal connection to current Bayside trail		
	City/Ransom Engineering Est.	\$ 543,524
Union Branch Forest Ave – Park Street		
	City/Ransom Engineering Est.	\$ 826,150
	Construction Contingency (20%)	<u>\$ 273,934</u>
	Trail Project funding	\$1,643,608
	Proposal Total from MaineDOT	\$3,866,608

Current Lease agreement between the City and the Maine Port Authority (MPA) for the IMT parcel has 24 years remaining. MPA lease payment is based on gross revenues but is capped in the Lease agreement currently at \$136,000/year. In the remaining 24 years at the current maximum cap the total revenue to the City would be \$3,264,000* over the next 24 years.

*Lease revenues could go up slightly based on CPI increases outlined in the Lease. Lease revenues could go down if MPA gross revenue decreased at the IMT below the cap level.

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (the “Agreement”) is made as of this ____ day of _____, 2021 (the “Effective Date”), by and between **the State of Maine, acting by and through its Department of Transportation** (“MaineDOT”), with a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and **the City of Portland**, a Maine municipal corporation with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”). MaineDOT and the City may hereinafter be referred to collectively as the “Parties” or individually as a “Party”.

Section 1. Introduction.

Each of the Parties owns real property in and around Portland, Maine. The Parties hereby agree to exchange certain properties on the terms and conditions set forth in this Agreement. The properties that are the subject of this exchange are described in Exhibits A through E attached hereto and incorporated herein.

Section 2. Property to be Exchanged.

- a. City Parcels. The City will convey to MaineDOT all of its right, title and interest in the following described properties:
 - i. That certain parcel of land on West Commercial Street in Portland, Maine, commonly known as the “International Marine Terminal Property” which is more particularly described in **Exhibit A** (Parcel 1). Parcel 1 is subject to, among other things, a certain Lease Agreement Between City of Portland And Maine Port Authority dated June 1, 2009 and renewed most recently for a 5 year term commencing June 30, 2017 and ending June 30, 2022 (the “Port Authority Lease”); a Submerged Land Lease effective January 1, 2018 by and between the City Of Portland and the Maine Bureau Of Parks And Lands (the “IMT Submerged Lands Lease”); a certain Agreement Between The City Of Portland, The Maine Port Authority, And The Portland Water District Re: Water Services dated August 27, 2018 (the “Water Services Agreement”); and certain utility easements of record. Copies of the Port Authority Lease, the IMT Submerged Lands Lease, and the Water Services Agreement are attached hereto as **Exhibit B, Exhibit C, and Exhibit D**, respectively.
 - ii. The pier and wharf infrastructure that comprise the ferry dock on Cliff Island, Maine, commonly known as the “Cliff Island Wharf,” which is generally depicted on the diagram attached hereto as **Exhibit E** (the “Cliff Island Wharf”) and which is subject to a Submerged Land Lease between the City of Portland and the Maine Bureau of Parks And Lands dated November 1, 2014, a copy of which is attached hereto as **Exhibit F** (the Cliff Island Submerged Lands Lease”). If and to the extent necessary for the City to assign, and MaineDOT to assume, the rights and obligations under the Cliff Island Submerged Lands Lease, the City shall grant to MaineDOT an easement or land lease on a portion

of the upland property that connects to the Cliff Island Wharf (“Parcel 2”), which portion is generally depicted on the diagram attached hereto as **Exhibit G**.

- b. MaineDOT Parcels. MaineDOT will convey to the City all of its right, title and interest in the following described properties located in Portland, Maine:
- i. Certain parcels of unimproved land collectively known as the “Wye Property” which is generally depicted in **Exhibit H** (“Parcel 3”). Parcel 3 shall include all of the blue and pink hatched area depicted on Exhibit H to the east of the Fore River Parkway. At the City’s option, Parcel 3 will also include all or part of the blue hatched area depicted on Exhibit H to the west of the Fore River Parkway. During the due diligence period, the City will notify MaineDOT whether it desires to exercise its option to take title to such western portion of the Wye Property. Within 60 days after such notification, MaineDOT will provide the City with a legal description of Parcel 3 that will more specifically describe Parcel 3 and be in form and substance acceptable to the City and MaineDOT. Parcel 3 is subject to, among other things, a VRAP agreement with Maine DEP and related Covenants and Restrictions of record;
 - ii. The remaining segment of the rail corridor commonly known as the “Union Branch Corridor,” together with rail infrastructure, extending from Forest Avenue to Park Avenue, including the railroad bridge located thereon, which is generally depicted on the diagram attached hereto as **Exhibit I** (“Parcel 4”). The property description contained in the deed for Parcel 4 will be based upon a railroad valuation plan to be provided by MaineDOT (the “Railroad Valuation Plan”), which will more specifically depict and describe Parcel 4 and be in form and substance acceptable to the City and MaineDOT. MaineDOT shall provide the City with the Railroad Valuation Plan within 60 days after the Effective Date.
 - iii. That certain parcel of land improved as a parking lot on Marginal Way in Portland adjacent to the Miss Portland Diner commonly known as the “Park and Ride Property,” which is more particularly described in **Exhibit J** (Parcel 5). Parcel 5 is subject to, among other things, a certain lease agreement between MaineDOT and the City dated July 1, 2007.

Section 3. Equivalent Value.

The Parties agree that: (i) the value of the Cliff Island Wharf and Parcels 1 and 2 is equivalent to the value of Parcels 3 through 5; and, (ii) each Party’s conveyance is in full consideration of the other Party’s conveyance. Except for any closing expenses as set out in Section 10 below, and MaineDOT’s share of agreed-upon funding for and participation in a project to design and construct a pedestrian trail on Parcel 4 as set forth in Section 6 below, neither MaineDOT nor the City is providing any consideration for the exchange.

Section 4. Properties Being Exchanged “As-Is”.

- a. Parcels 1 and 2. Except as otherwise provided for in this Agreement, MaineDOT acknowledges that it is acquiring the Cliff Island Wharf and Parcels 1 and 2 “as is” with all faults. The City has made no representations or warranties of any kind whatsoever with respect to the condition of the Cliff Island Wharf or Parcels 1 and 2 or the compliance of the Cliff Island Wharf or Parcels 1 and 2 with any laws, rules, regulations or ordinances, including without limitation any relating to zoning, the environment, or hazardous materials.
- b. Parcels 3 through 5. Except as otherwise provided in this Agreement, the City acknowledges that it is acquiring Parcels 3 through 5 “as is” with all faults and that MaineDOT has made no representations or warranties of any kind whatsoever with respect to the condition of Parcels 3 through 5 or the compliance of these parcels with any laws, rules, regulations or ordinances, including without limitation any relating to zoning, the environment, or hazardous materials.

Section 5. Title, Inspections.

- a. Title Examinations. The Parties will have from the date of this Agreement until 6:00 PM Eastern Daylight Savings Time on the day that is six months after the date of this Agreement (the “Due Diligence Period”) to complete their respective title examinations. Title shall be good, marketable and insurable title, free and clear of all encumbrances except as specifically provided for in this Agreement.
- b. Inspections. During the Due Diligence Period, each Party and its employees, consultants, contractors and agents shall have the right, at its own expense, to enter onto Parcels 1 through 5 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 that each Party determines, in its sole discretion, to be required to determine the suitability of the property for the Party’s intended use (collectively, the “Inspections”). The Parties agree to share the results of any studies or testing produced as a result of the Inspections and to provide to each other upon request such background information about the properties as is reasonably available. If the Inspections reveal the need for further assessment or necessary remediation, the acquiring Party acknowledges that the other Party shall not be required to perform such further assessment or remediation unless the acquiring Party agrees to pay for all associated costs or the Party owning the property is otherwise reimbursed for such costs. Either Party may request an extension of the Due Diligence Period if the Inspections cannot reasonably be completed during the Due Diligence Period. The Parties agree to restore each parcel inspected to substantially the same condition it was in prior to the inspection.
- c. Objections. Each Party will have until the end of the Due Diligence Period, or any extensions thereof, to deliver to the other Party any written objections to title or

survey matters (other than any permitted exceptions identified herein) that materially affect marketability, insurability, or use of any one of the properties that are the subject of this Agreement or written objections to results of the Inspections that are not satisfactory to the objecting Party. Objections not made prior to the end of the Due Diligence Period, or any extensions thereof, will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the Due Diligence Period may be made at any time prior to the Closing.

- d. Option to Cure. In the event of a title, survey, or Inspection objection, the Party owning the property that is the subject of the objection will have the option, but not the obligation, to cure the objection and will notify the other Party of its election within ten (10) business days after receipt of the title, survey, or Inspection objection. In the event that the Party owning the property that is the subject of the objection elects to cure the objection, that party thereupon will have thirty (30) days from the date of the notice of such election, or such other reasonable time as the Parties may agree, to cure the objection. In the event that the Party owning the property that is the subject of the objection does not elect to cure the objection, or having elected to cure the objection fails to timely do so, the other Party will have the option either to terminate this Agreement (after which neither Party will have any further obligation or liability to the other under this Agreement) or to waive the objection in writing and proceed to the Closing.

Section 6. Conditions Precedent to Closing. Each of the following conditions shall be completed to the satisfaction of the Parties as a condition precedent to Closing:

- a. During the Due Diligence Period, the Parties will work cooperatively to arrive at a binding project agreement (the “Trail Agreement”), in form and substance satisfactory to both Parties, setting out mutual responsibilities for funding and carrying out the construction of a pedestrian trail on Parcel 4 (the “Trail”), which has been partially designed pursuant to a previous project contract for MaineDOT W.I.N. 18469 (the “Previous Agreement”). It is the Parties’ mutual understanding that all remaining design costs for the Trail will be funded by MaineDOT and the City (split 80% State - 20% City) under the Previous Agreement, and that under the Trail Agreement, MaineDOT intends to fund all construction costs for a twelve-foot wide asphalt pedestrian trail that will include conduit for electricity, bases for trail lighting along the length of the Trail, and lighting fixtures to be agreed on by the Parties. The Trail shall otherwise be constructed in accordance with applicable MaineDOT and City codes, standards, and specifications. MaineDOT shall also be responsible for the cost of all construction engineering and inspection services required during the construction of the Trail. Enhancements beyond what is described in this paragraph may be included in the Trail construction at the City’s sole expense.

Anything herein to the contrary notwithstanding, the City acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law

any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

- b. The Parties will agree on any rights to be released, assigned or transferred in connection with the conveyances described herein and effectuate such releases, assignments or transfers at Closing concurrent with the execution and exchange of the conveyances described herein. Specifically, the City will secure from the Maine Port Authority a release of its right of first refusal triggered by a sale of Parcel 1, which is a provision of the Port Authority Lease. The provisions of any agreements or instruments required to effectuate any releases, assignments or transfers contemplated by this paragraph will be negotiated by the Parties during the Due Diligence Period and will be in form and substance satisfactory to both parties.
- c. If the Parties are unable to reach an agreement on the instruments and agreements described in this section during the Due Diligence Period, either Party may terminate this Agreement, and neither Party shall have any further obligation to the other under this Agreement.

Section 7. Closing.

The Closing will be held on or before the day that is 30 days after the end of the Due Diligence Period, or such earlier date agreed to by the Parties, at a location mutually acceptable to the Parties. The Parties may extend the Closing date by mutual agreement.

Section 8. Deeds.

- a. Maine DOT will convey its right, title and interest in Parcels 3 through 5 via a Governor's Deed.
- b. The City will convey its right, title and interest in Parcel 1 via a Municipal Quitclaim Deed. The City will convey the Cliff Island Wharf by release bill of sale. The City will grant an interest in Parcel 2 through a conveyance instrument agreed to by the Parties, the provisions of which shall be negotiated during the Due Diligence Period.

Section 9. Closing Deliverables.

- a. City Deliverables. At the Closing, and as a condition thereto, the City will deliver in connection with its conveyance to MaineDOT the following as applicable:
 - i. the instruments described in Section 8.b above;
 - ii. documentation acceptable to MaineDOT indicating that this transaction has been duly authorized and that the person executing documents on behalf of the City is duly authorized to do so;

- iii. an executed owner's affidavit in form satisfactory to MaineDOT indicating no tenants or other occupants presently in possession, unless specifically acknowledged and agreed upon by the acquiring Party, and indicating no debts due for labor or services performed or materials used that could give rise to mechanic's liens;
 - iv. the agreements and instruments described in Section 6;
 - v. all other reasonably required Closing documents.
- b. MaineDOT Deliverables. At the Closing, and as a condition thereof, MaineDOT will deliver in connection with its conveyances to the City, as applicable:
 - i. the executed Governor's Deed(s) to Parcels 3 through 5 as described in section 8.a above;
 - ii. documentation acceptable to the City indicating that this transaction has been duly authorized and that the person executing documents on behalf of MaineDOT is duly authorized to do so;
 - iii. an executed owner's affidavit in form satisfactory to the City indicating no tenants or other occupants presently in possession, unless specifically acknowledged and agreed upon by the acquiring Party, and indicating no debts due for labor or services performed or materials used that could give rise to mechanic's liens.
 - iv. the agreements and instruments described in Section 6.
 - v. all other reasonably required Closing documents.

Section 10. Closing Costs and Apportionments.

- a. Real Estate Taxes and Assessments. The Parties acknowledge that the City and MaineDOT are exempt from taxes or assessments and, as such, there shall be no taxes or assessments to pro-rate at Closing.
- b. Real Estate Transfer Tax. The Parties acknowledge that, pursuant to applicable Maine law, MaineDOT and the City are exempt from real estate transfer taxes.
- c. Recording Fees. The City will pay the recording fees for the Parcel 3 through 5 deeds. MaineDOT will pay the recording fees for the Parcel 1 Deed and Parcel 2 instrument if applicable.

- d. Legal Fees and Expenses. The Parties each will bear the cost of their respective legal fees, costs, and expenses.

Section 11. Representations and Warranties.

- a. City. The City represents and warrants that:
 - i. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
 - ii. This Agreement has been duly authorized, executed, and delivered by the City and is a legal, valid, and binding agreement of the City, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by the City will not violate any judgment or order applicable to the City or the City's instruments of organization, governance or operation.
 - iii. The City has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the Cliff Island Wharf, Parcel 1 or Parcel 2.
 - iv. The City has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning Cliff Island Wharf, Parcel 1 or Parcel 2.
 - v. To the best of the City's knowledge, no third party other than MaineDOT has any right to acquire all or any part of the Cliff Island Wharf, Parcel 1 or Parcel 2 other than as disclosed herein.
 - vi. The City represents that there are no known underground storage facilities on Parcel 1 or Parcel 2.
- b. MaineDOT. MaineDOT represents and warrants that:
 - i. MaineDOT has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
 - ii. This Agreement has been duly authorized, executed, and delivered by MaineDOT and is a legal, valid, and binding agreement of MaineDOT, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by MaineDOT will not violate any judgment or order applicable to MaineDOT or MaineDOT's instruments of organization, governance or operation.

- iii. MaineDOT has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting any of Parcels 3 through 5.
 - iv. MaineDOT has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning any of Parcels 3 through 5.
 - v. To the best of MaineDOT's knowledge, no third party other than the City has any right to acquire all or any part of Parcels 3 through 5.
 - vi. MaineDOT represents that there are no known underground storage facilities on any of Parcels 3 through 5.
- c. Survival. All representations and warranties contained herein are intended to remain true and correct as of the Closing, are deemed to be restated at the Closing, and will survive the Closing.

Section 13. General Provisions.

- a. Assignment. Neither this Agreement nor any of the rights or obligations of any Party pursuant to this Agreement may be assigned without the prior written consent of the other Party.
- b. Brokers. Each Party represents that no realtors, brokers or other real estate agents or licensees who would be entitled to claim a lien on any of the properties exchanged under the terms of this Agreement in accordance with 10 M.R.S. § 3251 or through any other right have been employed with respect to the exchange that is the subject of this Agreement.
- c. Governing Law. This Agreement is governed by, and is to be construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-laws principles that would require the application of any other law).
- d. Entire Agreement. This Agreement, in conjunction with the project agreement contemplated under Section 6.a, constitutes the entire agreement between the Parties relating to the exchange of the properties that are the subject of this Agreement, supersedes all prior oral or written offers, negotiations, agreements, understandings, and courses of dealing between the Parties relating thereto, and is subject to no understandings, conditions or representations other than those expressly stated herein. This Agreement may be modified or amended only by means of a writing signed by both Parties.

- e. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- f. Notices. Any notices required or permitted to be given hereunder will be given in writing, signed by the Party giving the same, and will be delivered (a) in person, (b) by a commercial overnight courier that guarantees next business day delivery and provides a receipt, or (c) by electronic mail (with Request a Read Receipt), and such notices will be addressed as follows:

To MaineDOT: William Pulver, Chief Operating Officer
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Email: william.pulver@maine.gov

with a copy to: James Billings, Esq., Chief Counsel
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Email: james.billings@maine.gov

To City: Jon P. Jennings, City Manager
City of Portland
389 Congress Street
Portland, Maine 04101
E-Mail: gmitchell@portlandmaine.gov

with a copy to: Michael Goldman, Esq. Corporate Counsel
City of Portland
389 Congress Street
Portland, Maine 04101
E-Mail: mig@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the day and year first above written.

MAINEDOT

By: _____
Bruce A. Van Note, Commissioner
Duly authorized

CITY OF PORTLAND

By: _____
Jon P. Jennings, City Manager
Duly authorized

Approved by: _____
City Corporation Counsel

Approved as to Funds: _____
City Finance Dept

EXHIBIT A

[Description of Parcel 1 – International Marine Terminal Property]

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

A certain lot or parcel of land situated along Portland Harbor in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a rebar found on the southeasterly line of Commercial Street located at the westerly corner of land now or formerly of General Marine Construction Corporation;

THENCE, S54°06'32"E 410.00' along said General Marine Construction Corporation to a point;

THENCE, S54°06'32"E 319.48' along said General Marine Construction Corporation to a point along the Harbor Commissioner's Line;

THENCE, S43°30'57"W 863.62' along said Harbor Commissioner's Line to a point;

THENCE, S38°44'28"W 247.02' along said Harbor Commissioner's Line to a point at the northeasterly line of land now or formerly of Cumberland County

THENCE, N32°32'17"W 141.63' along said Cumberland County to a point at the southerly corner of a Transformer Facility Easement to the State of Maine;

THENCE, N32°32'17"W 42.28' along said Cumberland County and the southwesterly line of said Transformer Facility Easement to a point at the southeasterly end of a Bridge Maintenance Facility Access Easement of the State of Maine;

THENCE, N32°32'17"W 389.86' along said Cumberland County and the southwesterly line of said Bridge Maintenance Facility Access Easement to a point at land now or formerly of Maine Central Railroad Company;

THENCE, N32°36'28"E 107.89' along said Maine Central Railroad Company to a point;

THENCE, N30°54'28"E 577.45' along said Maine Central Railroad Company to a drill hole set;

THENCE, N30°54'28"E 60.64' to a point along the line of said Commercial Street;

THENCE, S54°04'32"E 5.52' along the line of said Commercial Street to a point;

THENCE, N30°54'28"E 148.93' along the line of said Commercial Street to the **POINT OF BEGINNING**.

Meaning and intending to describe a lot or parcel of land containing 14.33 Acres or six hundred twenty-four thousand three hundred thirty-five square feet (624,335 S.F.), more or less.

Bearings referenced herein are Grid North NAD83 Maine State Plane West Zone.

Said lot or parcel of land herein described being shown on a plan titled "Standard Boundary Survey For Property At Portland International Marine Terminal Commercial Street Portland, Cumberland County, Maine Owned by City of Portland" prepared by Easterly Surveying Incorporated, Dated 8/14/2002, Revision B 9/16/06, said plan on file in the Portland Department of Public Services Engineering Archives Vault.

Meaning and intending to describe an area of land being a certain lot or parcel of land as described in a deed to the City of Portland, dated February 25, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3161, Page 33, and a certain lot or parcel of land as described in a deed dated November 12, 1976 and recorded in said Registry in Deed Book 3941, Page 348.

EXHIBIT B
[Port Authority Lease]

December 9, 2011

CITY OF PORTLAND, MAINE
DEC 12 2011
City Managers Office

Mr. Mark Rees
City Manager
Portland City Hall, Room 208
389 Congress Street
Portland, Maine 04101

Dear Mark:

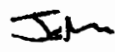
I am writing to you for the purpose of delivering our annual report for the International Maine Terminal (IMT) in Portland and to submit our request for the extension of our lease on the property as provided for in lease with the City of Portland, dated June 1, 2009.

We are pleased to submit the enclosed annual report for the IMT. Fiscal year 2011 (July 1, 2010 through June 30, 2011) was the second year of the three year initial lease period for facility. We have dedicated this initial lease period to investment in the facility to turn it into a dedicated freight facility consistent with the city's plans for the Portland waterfront. The report details these investments, as well as our marketing efforts and maintenance work. As a result of these efforts, we have been able to attract a shipping service to the terminal. While the report shows a loss for the year and consequently there is no rent due under the lease, this loss is consistent with our investment and development plans for the facility.

I hereby request extension of the lease on the property, as provided for in the lease, for another five (5) years, beginning in July of 2012. According to the terms of the lease, the rent structure will change during this second lease period, and all subsequent lease periods. During the initial three (3) year lease period, we agreed to pay the City of Portland thirty-three (33) percent of our net revenues at the terminal. In the next five (5) year lease period, we will be paying the City of Portland twenty-five (25) percent of our gross revenues in the terminal up to \$120,000 plus CPI going forward. Therefore we anticipate the City of Portland should realize significant revenues from the lease during this second lease period and each of the three lease periods which follow it.

The lease represents a very positive and mutually beneficial relationship between the Maine Port Authority and the City of Portland. As we discussed, I look forward to having you visit the terminal at you convenience and to continuing this successful partnership.

Sincerely,


John H. Henshaw
Executive Director

cc: Michael F. Brennan, Mayor, City of Portland
Bruce Van Note, Chair, Maine Port Authority

CC: Mayor / Councilor
Anita, Nicole, Garry
& Brian.
CNS. back to me.
Ther
Mark

Extended till
June 30, 2017



LEASE AGREEMENT

BETWEEN

CITY OF PORTLAND,

AND

MAINE PORT AUTHORITY

For property known as the International Marine Terminal
located on Commercial Street in Portland, Maine

Dated: June 1, 2009

LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 2009, by and between the **CITY OF PORTLAND**, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter referred to as "Landlord"), and the **MAINE PORT AUTHORITY**, a body corporate and politic and an instrumentality of the State of Maine created pursuant to 23 M.R.S.A. §4420, (hereinafter referred to as "Tenant"),

W I T N E S S E T H:

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of that tract, piece or parcel of land, together with the buildings, equipment and improvements thereon commonly known as the International Marine Terminal located on Commercial Street in Portland, Cumberland County, Maine, more particularly described in Exhibit A attached hereto, together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (all of the foregoing hereinafter sometimes referred to as the "demised premises" and sometimes referred to as the "premises"), excluding the terminal building located on a portion of the premises as shown on the site plan attached hereto as Exhibit A-1 (the "Terminal Building"), but the land and structural support improvements located below the ground floor of the Terminal Building are included in the demised premises. The premises include certain submerged land leased to Landlord (the "Submerged Land") pursuant to Submerged Lands Lease No. 16-17-A dated October 5, 1994, between the Bureau of Parks and Lands, an Agency of the State of Maine Department of Conservation and Landlord, a copy of which is attached hereto as Exhibit B (as the same may be amended or replaced from time to time with the consent of Tenant, the "Submerged Lands Lease"). With respect to the Submerged Land, this Lease is a sublease of the leasehold interest held by Landlord as lessee under the Submerged Lands Lease and is subject to all of the terms and conditions of the Submerged Lands Lease.

SECTION 2. Term: (a) The original term of this Lease shall be for a period of approximately three (3) years and 2 months which shall begin on May 1, 2009 (hereinafter referred to as the "Commencement Date") and expire on June 30, 2012. The first "lease year" hereof shall be the period from the Commencement Date through June 30, 2010 and each subsequent lease year shall be a 12 month period ending on June 30.

(b) Tenant shall have the option, at the expiration of the original term hereof, to extend the original term hereof for up to four (4) successive extension terms, the first two extension terms to be of five (5) years each, and the last two extension terms to be of ten (10) years each, each of such extension periods to be exercised separately in the manner herein provided, and to

be on all the same terms, covenants and conditions as are contained in this Lease, provided that Tenant may not exercise any such option when it is in default in the performance of its obligations hereunder (including its maintenance obligations) which default has not been cured within the applicable cure period set forth in Section 24. Such option to extend, or further to extend, as the case may be, shall be exercised by written notice to Landlord at least six (6) months prior to the expiration of said original term, or said term as previously extended, and upon the giving of such notice and without any further instrument, lease or agreement, this Lease shall be so extended, or further extended. Notwithstanding that Tenant shall have failed at any time to have given written notice to Landlord at least six (6) months prior to the expiration of the original term, or said term as previously extended, Tenant's right to extend the term of this Lease, or further to extend, as the case may be, shall nevertheless continue until fifteen (15) days after Landlord shall have given Tenant written notice of its failure to so extend. As used in this Lease, the expression "the term of this Lease," and similar expressions, shall mean and refer to the original term together with any extension terms, if elected by Tenant.

SECTION 3. Rent: Tenant agrees to pay to Landlord, at the address set forth in Section 30 in regard to notices or at such other place as Landlord may by notice in writing to Tenant from time to time direct, annual rent as hereinafter set forth. During the original term of this Lease such annual rent shall be equal to the lesser of (i) the Maximum Annual Rent (as hereinafter defined) or (ii) one-third of the Net Revenues during the applicable lease year. During each extension term of this Lease such annual rent shall be equal to the lesser of (i) the Maximum Annual Rent (as hereinafter defined) or (ii) one-quarter of the Gross Revenues during the applicable lease year. On or before September 30 of each year Tenant shall provide Landlord with a statement computing the amount of rent due with respect to the lease year ended the preceding June 30 accompanied with payment of the amount of rent as set forth on such statement.

(a) "Net Revenues" for any period shall mean the amount by which the "Gross Revenues" for such period exceeds the "Operating Costs" for such period. Gross Revenues shall mean Tenant's actual cash receipts relating to the premises including all fees and charges for use of the wharf and other facilities on the premises (but not fees for use of the crane or other equipment which is not owned by Landlord) and any rents or license fees from subleases or licenses of any portion of the premises.

(b) "Operating Costs" for an period shall mean all expenses, costs and amounts of every kind and nature (including capital expenditures) which Tenant shall pay during the applicable period in connection with the management, repair, maintenance, restoration, marketing and operation of the premises, including without limitation, any amounts paid for: (i) utilities for the premises, including but not limited to electricity, power, gas, oil or other fuel, water, sewer, lighting, heating, air conditioning and ventilating, (ii) permits, licenses and certificates necessary to operate the premises or for the operation of any transportation to or from the Property, (iii) insurance applicable to the premises, or applicable to the provision of any transportation to or from the premises, but not limited to the amount of coverage Tenant is required to provide under this Lease, (iv) supplies, tools, equipment and materials used in the operation, repair and maintenance of the premises, including any equipment rental of any kind, (v) accounting, legal,

inspection, consulting, engineering and other services, (vi) all management fees and other amounts payable under any property management agreements, (vii) wages, salaries and other compensation and benefits for all persons engaged in the operation, maintenance or security of, or transportation to or from, the premises, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits, (viii) payments under any contracts relating to the premises, and (ix) operation, repair, and maintenance of all buildings, wharves, improvements, systems and equipment and components thereof (including replacement of components), janitorial service, alarm and security service, trash removal, removal of ice and snow, maintenance and replacement of shrubs, trees, grass, sod and other landscaped items, drainage facilities, fences, curbs, and walkways, re-paving and re-striping of paved areas. Notwithstanding the foregoing, Operating Costs shall not, however, include depreciation or amortization or any capital expenditures funded with Bond proceeds as described in Section 7 below or funded with insurance proceeds received by Tenant.

(c) During the first lease year, the Maximum Annual Rent shall be \$120,000. For each subsequent lease year the Maximum Annual Rent shall be equal to the product of (i) \$120,000 multiplied by (ii) a fraction the numerator of which is the CPI for the month of May preceding the start of such lease year and the denominator of which is the CPI for May, 2009. The "CPI" shall mean the "Consumer Price Index" published by the U.S. Department of Labor, Bureau of Labor Statistics and commonly referred to as the Consumer Price Index for all U.S. cities, "All Items" (1982-84=100).

(d) Tenant shall maintain records respecting Gross Revenues and Operating Costs and determine the same in accordance with sound accounting and management practices, consistently applied. Landlord or its representative shall have the right to examine such records upon reasonable prior notice specifying such records Landlord desires to examine, during normal business hours at the place or places where such records are normally kept by sending such notice no later than ninety (90) days following the furnishing of the statement computing the rent due hereunder, provided that after the original term such examination shall be limited to a review of Gross Revenues as Operating Costs shall no longer be relevant to the computation of rent. Landlord may take exception to matters included in any such statement by sending notice specifying such exception and the reasons therefor to Tenant no later than sixty (60) days after Tenant makes such records available for examination. Each rent computation statement shall be considered final, except as to matters to which exception is taken after examination of Tenant's records in the foregoing manner and within the foregoing times. If Landlord takes exception to any matter contained in the statement as provided herein, Tenant shall refer the matter to an independent certified public accountant reasonably acceptable to Landlord and Tenant, whose certification as to the proper amount shall be final and conclusive as between Landlord and Tenant. Landlord shall promptly pay the cost of such certification unless such certification determines that Tenant underpaid rent by more than five percent (5%).

SECTION 4. Utilities, Services and Contracts: Landlord warrants and represents that the demised premises have direct access to electric, telephone, public water, public sewer and

stormwater drainage lines in the portions of Commercial Street that are contiguous to the demised premises, so as not to require any easements for such purposes. Landlord further covenants and agrees that the demised premises shall at all times remain connected to the necessary public utilities and water and sewerage system during the term of this Lease. Landlord further covenants and agrees that Tenant may take such steps as may be necessary to ensure the demised premises shall be connected, at all times during the term of this Lease, with all necessary public or private utility lines and water and sewerage system. Landlord warrants and represents that attached hereto as Exhibit C is a list of all contracts, agreements, licenses and leases presently in effect relating to the demised premises (the "Contracts"). To the extent that Tenant specifically requests assignment thereof such Contracts will be assigned by Landlord to Tenant effective as of the Commencement Date. All Contracts that are not so assigned to Tenant shall be terminated by Landlord effective as of the Commencement Date. Landlord shall be responsible for any costs associated with any such assignment or termination of the Contracts.

SECTION 5. Use of Premises and Tenant Responsibilities: The demised premises may be used for a marine terminal and for any other lawful purpose. In connection with such use, during the term of this lease,

(a) Tenant shall be considered the terminal operator of the International Marine Terminal.

(b) Tenant shall be fully responsible, at its own expense, for all repairs, replacement, upkeep and maintenance of the demised premises (but not the Terminal Building as described in Section 7(b) below), reasonable wear and tear and casualty damage excepted. Tenant shall make all necessary repairs in order to maintain the pier infrastructure in a good and usable condition, reasonable wear and tear and damage by casualty excepted. Within three (3) months after the commencement of this Lease and prior to each extension term, Tenant shall prepare and furnish to Landlord for approval maintenance and repair plans for the premises for the following term. Landlord shall review said plans for consistency with Tenant's obligations under this section. Landlord's approval shall not be unreasonably withheld. Tenant shall perform maintenance and repairs substantially in accordance with such maintenance plans, subject to Tenant's right to make reasonable modifications to such plans from time to time. Tenant shall furnish Landlord with all engineering reports prepared for or by Tenant regarding the Premises during the term of this Lease and shall also furnish Landlord with a yearly report documenting all maintenance and repairs completed by Tenant.

(c) Tenant shall provide an annual report to the Portland City Council which summarizes the operations and activities on the premises during the previous year.

(d) Tenant shall develop a marketing plan, and work actively to attract business to the premises.

(e) In consultation with Landlord, Tenant shall publish a tariff for the premises in accordance with Federal Maritime Commission regulations.

(f) Tenant shall be responsible for all aspects of compliance with the Maritime Transportation Security Act and the Transportation Workers Identification Credential Program in regards to the Premises.

SECTION 6. Taxes and Utility Expenses: (a) The demised premises are currently exempt from real estate taxation as a governmental use and the parties anticipate that such tax status will continue during the term of this Lease. However, if real estate taxes should be due with respect to the premises, Landlord shall be responsible for paying such taxes. Landlord represents and warrants that the City of Portland shall treat all personal property located at the demised premises awaiting further transportation (no matter how long such property may be stored at the premises) as exempt from personal property taxation pursuant to 36 MRSA §655 1.G and neither Tenant nor any parties using the demised premises will be required to submit further documents to establish such exemption.

(b) Tenant shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all charges for sewer, water, gas, heat, hot water, electricity, light and power, and other service or services furnished to the demised premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses"). Landlord and Tenant shall cooperate to change the billing accounts for the Utility Expenses from Landlord's name to Tenant's name at or about the Commencement Date and to change such accounts back to Landlord's name at the end of the term. Landlord shall be responsible for the payment of all Utility Expenses for periods prior to the Commencement Date and after the termination date of this Lease.

SECTION 7. Improvements; Repairs; Additions; Replacements: (a) Currently there remains approximately [\$200,000] of proceeds from the Bonds authorized by Public Laws of 2007, Chapter 39 (the "Bond Proceeds") that have not yet been expended pursuant to the Cooperative Agreement relating thereto between Landlord and the Maine Department of Transportation. Said Cooperative Agreement is among the Contracts that will be terminated pursuant to Section 4 above. Tenant and the Maine Department of Transportation shall enter into an agreement pursuant to which any Bond Proceeds remaining as of the Commencement Date will be used to make alterations, removals, changes, replacements, improvements to the existing improvements on the premises and/or to construct or install additional buildings, structures, and other similar and dissimilar improvements as Tenant shall from time to time determine, provided that the same shall be in compliance with all then applicable building and zoning codes, laws and ordinances.

(b) As described in Section 1, the Terminal Building is excluded from the demised premises. If Tenant should desire to make use of any part of the Terminal Building, it shall have the right to send a notice to Landlord describing the portion of the Terminal Building that it desires to add to the demised premises and upon the date set forth in such notice, such portion shall become part of the demised premises and shall no longer be considered to be a part of the Terminal Building as such term is used in this Lease. Tenant shall have the right to demolish all or any portion of the Terminal Building and it intends to attempt to arrange funding for the costs

thereof and undertake such demolition promptly following the availability of such funding. Prior to such demolition, the Terminal Building may not be occupied or used by either party. In the event that prior to the time that Tenant has been able to arrange financing for the costs of such demolition, any governmental authority shall order that repairs or maintenance actions be taken with respect to the Terminal Building or that the Terminal Building be demolished based on public safety issues, release of Hazardous Materials or any other reason not caused by Tenant, Landlord shall be responsible for compliance with any such order at its expense. Landlord shall have the right to enter on the premises for access to the Terminal Building for the purpose of performing its obligations under any such order provided that such entry and such work shall be performed in a manner to assure that the same will not unreasonably interfere with operations of the demised premises.

(c) Upon sixty (60) days prior written notice to Landlord, Tenant may, at its own cost and expense, at any time and from time to time throughout the term of this Lease, make such alterations, changes, replacements, improvements and additions in and to the demised premises, and the buildings and improvements thereon, subject to all applicable codes and ordinances, as it may deem desirable, including the demolition or removal in whole or in part of any building(s), improvement(s), and/or structure(s) that may be situated upon the demised premises at the commencement of the term of this Lease or which may subsequently be erected upon the demised premises, together with any equipment or fixtures installed thereon.

(d) From and after the Commencement Date, title to any building or buildings or improvements constructed with Tenant's funds on the demised premises and the building equipment and other items purchased with Tenant's funds and installed thereon shall remain solely in Tenant and Tenant shall have the right to remove the same.

(e) On the last day or sooner termination of the term of this Lease, Tenant shall quit and surrender to Landlord the demised premises, and any buildings and permanent improvements then thereon, in their then existing condition and repair, and any buildings or permanent improvements which have not been removed by Tenant shall become the property of Landlord without any further consideration therefor.

SECTION 8. Requirements of Public Authority: (a) During the term of this Lease, Tenant shall, at its own cost and expense (or with the use of Bond Proceeds), promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, and city governments and of all other governmental authorities affecting the demised premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed; provided, however, that Landlord shall be responsible for compliance, at Landlord's own cost and expense, with the governmental requirements relating to certain Hazardous Materials as described in Section 22 hereof. Nothing herein shall require Tenant to perform any act or to comply with any law, ordinance, requirement, order, directive,

rule or regulation if Tenant can lawfully avoid such performance or compliance by closing the operations upon the demised premises or otherwise altering its activities thereon.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant, or Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

SECTION 9. Covenant Against Liens: If, because of any work performed upon the demised premises by or at the expense of Tenant, any mechanic's lien or other lien shall be filed against Landlord or any portion of the demised premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within one hundred twenty (120) days after written notice from Landlord to Tenant of the filing thereof.

SECTION 10. Access to Premises: (a) During the term of this Lease Landlord or Landlord's agents shall have the right, after giving Tenant reasonable advance notice, and subject to compliance with the then applicable facility security plan, to enter upon the demised premises at reasonable times to examine the same provided such entry shall not unreasonably interfere with the activities then being conducted on the demised premises.

(b) Upon consent of Tenant, Landlord shall be permitted to utilize a portion of premises for certain City purposes that do not conflict with Tenant's use of the premises, that will comply with the facility security plan and will not harm or require changes to the infrastructure or improvements on the demised premises. Tenant shall determine whether such proposed use by Landlord conflicts with Tenant's use, and the duration and location of said use.

SECTION 11. Assignment and Subletting: Tenant shall have the right to sublet all or any part of the demised premises at any time, and from time to time, during the term of this Lease. Tenant shall promptly provide Landlord with a notice describing each such sublease, including the name of the subtenant. Tenant shall not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding any such assignment or subletting, Tenant shall remain directly and primarily liable for the performance of its obligations under this Lease.

SECTION 12. Signs: Tenant shall, during the term of this Lease, have the right to install, maintain and replace in, on or over or in front of the demised premises or in any part thereof signs and advertising matter as Tenant may desire, and Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes.

SECTION 13. Responsibility for Claims and Liabilities: As between Landlord and Tenant, Tenant, unless released under the provisions of Section 15 hereof, shall be responsible for all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of (a) any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, alleged to have occurred on the demised premises during the term of this Lease or (b) the intentional misconduct or negligent acts or omissions of Tenant or of the agents, contractors, servants or employees of Tenant or (c) the use and operation by Tenant of the demised premises during the term of this Lease; excepting, however, in each case, claims, accidents, injuries, loss or damages arising from or as a result of the intentional misconduct or negligent acts or omissions of Landlord or its agents, contractors, servants or employees. As between Landlord and Tenant, Landlord, unless released under the provisions of Section 15 hereof, shall be responsible for all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of (a) any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, alleged to have occurred in or about the demised premises prior to the Commencement Date or after then end of the term of this Lease or (b) the intentional misconduct or negligent acts or omissions of Landlord or the agents, contractors, servants or employees of Landlord or (c) the use, operation and maintenance of the demised premises prior to the Commencement Date or after then end of the term of this Lease; excepting, however, in each case, claims, accidents, injuries, loss, or damages arising from or as a result of the intentional misconduct or negligent acts or omissions of Tenant or of the agents, contractors, servants or employees of Tenant. Each party hereto shall promptly notify the other of any claim asserted against such party with respect to which is the responsibility of the other party hereunder, and the party giving such notice shall promptly deliver to the other party the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. The party responsible for such claim as provided in this Section shall defend any such suit at its sole cost and expense with attorneys of its own selection, but the other party shall have the right, if it sees fit, to participate in such defense at its own expense. The provisions contained in this Section, notwithstanding anything to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of either party to any person for claims from which a party is released, exempted and/or protected by Maine law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended.

SECTION 14. Insurance: (a) Tenant shall require that each stevedore licensee maintain with respect to the demised premises, liability insurance in the types and minimum amounts set forth below, in companies qualified to do business in the State of Maine, insuring Landlord, Tenant and any designee of Tenant having an interest in the demised premises, provided, however, that the obligation to maintain the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and there may be reasonable deductibles on such insurance.

	<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
(i)	Commercial General Liability (including Stevedore's legal liability and wharfinger's liability)	B.I./Death P.D.	\$1,000,000.00 \$1,000,000.00
(ii)	Vehicle Liability, including owned, hired or non-owned	B.I./Death P.D.	\$400,000.00 \$400,000.00
(iii)	Worker's Compensation, Employer's Liability (including an endorsement for Federal Longshoreman and Harbor Worker's coverage)	B.I./Death	Statutory amount
(iv)	Pollution coverage	Land to Sea Land to Land	\$1,000,000.00 \$1,000,000.00

(b) In addition to such licensee's insurance, Tenant shall maintain liability insurance (or have self insurance through the State of Maine) consistent with Tenant's limited liability under the Maine Tort Claims Act. Tenant shall deposit with Landlord certificates of both the licensee's insurance and its insurance prior to the commencement of the term, and thereafter within ten (10) days prior to the expiration of such policy. Such policies shall, to the extent obtainable, provide that the applicable policy may not be materially changed or cancelled without at least ten (10) days' prior written notice to Landlord.

(c) During the term of this Lease, Tenant shall maintain property insurance upon any buildings, equipment and other structures (including all improvements, alterations, additions and changes thereto) which are located on the demised premises (but not on the Terminal Building which is not a part of the demised premises) with coverage for perils at least as broad as

Insurance Services Office form CP 1030 (Causes of Loss-Special Form), in an amount not less than 90% of the full insurable replacement cost (i.e., total cost less value of land and non-destructibles such as foundations and underground utilities). Tenant shall not be required to carry flood or earthquake insurance. Tenant shall be responsible for determining the amount of property coverage insurance to be maintained. Landlord shall maintain similar insurance on the Terminal Building. Notwithstanding anything herein (1) Tenant's obligations to maintain any of the insurance required hereunder shall always be subject to the availability of the required insurance in the required amounts; (2) Tenant may self insure for all or any part of the required insurance (but Tenant shall not be deemed to be a self insurer unless it shall elect to self insure by notice in writing to Landlord, and notwithstanding such election Tenant shall not be considered a self insurer for risks other than those required to be insured against hereunder, or for amounts in excess of the amount of insurance required hereunder); and (3) Tenant may maintain its usual deductibles on such insurance. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to and shall be the absolute property of Tenant, and Landlord shall not be entitled to, and shall have no interest in, the proceeds of such insurance or any part thereof. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and shall execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

(d) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the demised premises and other locations provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved. Tenant may by contract require its licensees, subtenants or other parties to perform some or all of Tenant's insurance obligations under this Section.

SECTION 15. Waiver of Subrogation: Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

SECTION 16. Damage or Destruction: In the event that, at any time during the term of this Lease, any one or more of the buildings on the demised premises shall be destroyed or damaged in whole or in part by fire or other casualty, Tenant shall within a reasonable time, at its own cost and expense, either repair and restore said damaged buildings to complete architectural units, or demolish and remove said damaged buildings from the demised premises and remove all rubble. Tenant shall not be entitled to any suspension or abatement of rent by reason of any such destruction or damage to the buildings and improvements upon the demised premises.

SECTION 17. Eminent Domain: (a) If, during the term of this Lease, the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the demised premises during the term of this Lease, as a result of which the demised premises are no longer reasonably usable, in whole or in substantial part, for the business then being conducted thereon or the use then being made thereof, or if as a result of a taking (or purchase in lieu thereof) the demised premises are deprived of direct, reasonable and adequate access to the public streets and highways, Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date which is ninety (90) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. In the event this Lease shall terminate or be terminated, the rental shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder.

(b) In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of paragraph (a) of this Section 17 the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree, that the aggregate net award pertaining to the demised premises, after deducting all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith, payable to both Landlord and Tenant (herein called the "Fund") shall be paid and distributed as follows:

(1) There shall first be paid to Tenant an amount equal to the unamortized cost to Tenant of any buildings and other leasehold improvements paid for by Tenant and installed in, or made to, the premises at such time, and any award for lost profits of the Tenant or any of its subtenants or licensees.

(2) All of the Fund remaining after the payment specified in subparagraph (1) above, shall be paid to or retained by Landlord.

(c) (1) In the event that by notice to Landlord, Tenant elects after a partial taking (or purchase in lieu thereof) to make repairs to any of the building(s) and improvements on the demised premises affected by such taking (or purchase in lieu thereof) (to the extent feasible, taking into account the amount of land remaining after such taking or purchase) or to replace any of such building(s) or improvements, all compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase) shall be paid to Tenant for the purpose of paying towards the cost of such restoration or replacement, or, in the event that the parties hereto agree that only a portion of the aggregate award is sufficient to so restore or replace, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed pursuant to subparagraph (2) of this paragraph (c) of this Section.

(2) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase in lieu thereof) in excess of the amount thereof needed by Tenant to repair and restore the building(s) and improvements shall be distributed in the same manner as is provided in subparagraphs (1) and (2) of paragraph (b) of this Section, except that all compensation for any temporary taking shall be distributed to Tenant without participation by Landlord. In the event that any payment out of such compensation shall be paid to Landlord, then a portion of the rent payable hereunder shall be abated, effective from the date of taking (or purchase in lieu thereof), according to the nature and extent of the permanent injuries to the demised premises.

(d) Despite anything herein to the contrary contained, Tenant shall not be prevented from making a claim in its own name against any such condemning authority with respect to any trade fixtures, trade equipment, or personal property of any kind belonging to Tenant and not forming part of the real estate, or for the cost of moving all of the same, and any such award made directly to the Tenant shall belong entirely to Tenant.

SECTION 18. Utility Easements: Tenant shall have the right to enter into agreements with utility companies, and/or public authorities which provide necessary utilities, creating easements in favor of such companies and/or authorities as are required in order to service the demised premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense. Landlord represents that on the Commencement Date there exist adequate connections to the demised premises for public water, public sewer, stormwater drainage, electricity, telephone, gas and other utility services to enable Tenant to conduct Tenant's intended uses at the demised premises, and Landlord warrants that adequate connections will continue to exist for the term of this Lease. Landlord represents and warrants that access between the demised premises and Commercial Street will exist for the term of this Lease from and after the Commencement Date.

SECTION 19. Mortgages: Landlord hereby covenants and agrees that during the term of this Lease (including any extensions thereof), Landlord shall not have the right or power to grant any mortgage or deed of trust or otherwise create any security or other liens or encumbrances upon or affecting the demised premises, or any part thereof, at any time and from time to time, and Landlord shall not have the right or power to modify, extend, renew, replace, refinance or otherwise change or affect any mortgage, deed of trust or other security at any time or from time to time created by Tenant pursuant to this Lease, and Landlord covenants and agrees that all such rights and powers are hereby exclusively and irrevocably vested in and granted to Tenant, subject to the terms and conditions hereinafter set forth.

SECTION 20. Leasehold Mortgages: (a) Tenant shall have the right, from time to time, to mortgage its interest in this Lease ("Tenant's Leasehold Estate") and to assign, pledge or hypothecate it as security for any such mortgage, and may grant a first-lien security interest to any purchase money lender for Tenant's Personal Property, it being expressly agreed however that except as may be specifically provided herein, Tenant shall have no authority, express or

implied, to create any lien, charge or encumbrance upon the fee estate of the Landlord in the Premises. Landlord hereby subordinates any contractual, statutory, constitutional or common law lien to which Landlord may be entitled against Tenant's Personal Property to the lien or security interest of any such lender.

(b) If any mortgagee or holder of the indebtedness secured by any leasehold mortgage of Tenant ("Leasehold Mortgage") shall notify the Landlord in the manner herein provided for the giving of notice of such mortgage and name and place for service of notice upon such Leasehold Mortgagee, then and in such event, Landlord agrees to give any Leasehold Mortgagee simultaneously with service on Tenant a duplicate of any and all notices of demand or default. Further, in the event of any such default by Tenant under this Lease, the Leasehold Mortgagee shall have the privilege of performing any of Tenant's covenants or of curing any defaults by Tenant hereunder.

(c) No liability for the payment of rental or the performance of any of Tenant's covenants and agreements hereunder shall attach to or be imposed upon any Leasehold Mortgagee unless and until such Leasehold Mortgagee assumes possession of the Premises.

(d) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default or the act or omission which gave rise to such default, Landlord shall notify Leasehold Mortgagee of Landlord's intent to so terminate ("Termination Notice") at least 15 days in advance of the proposed effective date of such termination ("Termination Notice Period"). The provisions of Section 25(e) below shall apply if, during such Termination Notice Period, any Leasehold Mortgagee shall:

(i) notify Landlord in writing of such Leasehold Mortgagee's desire to act pursuant to such notice given by Landlord, and

(ii) pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the Termination Notice, as well as all payments which may become due during such Termination Notice Period, and

(iii) comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee.

(e) If a Leasehold Mortgagee shall have proceeded in the manner provided for in Section 25(d) above, the specified date for the termination of this Lease as fixed by Landlord in its Termination Notice shall be extended for a period of three months, provided that such Leasehold Mortgagee shall, during such three month period:

(i) pay or cause to be paid the rent, additional rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgage; and

(ii) if not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(f) If a Leasehold Mortgagee is complying with Section 25(e) above, upon the acquisition of Tenant's Leasehold Estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise ("Successor Tenant") this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease, provided that Landlord shall have given its written consent to the Successor Tenant, such consent not to be unreasonably withheld, conditioned or delayed.

(g) Any Successor Tenant may, upon acquiring Tenant's Leasehold Estate and upon obtaining the written consent of Landlord (such consent not to be unreasonably withheld, conditioned or delayed), further sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to such Successor Tenant and thereafter be relieved of all obligations under this Lease; provided that such assignee has delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(h) Landlord shall upon request, execute, acknowledge and deliver to each leasehold mortgagee(s), an agreement prepared at the sole cost and expense of Tenant in form satisfactory to such leasehold mortgagee(s) between Landlord, Tenant and the leasehold mortgagee(s), agreeing to all of the provisions of this Section 20. Tenant's rights under this Section 20 may also be exercised by any subtenant of all or any part of the demised premises.

SECTION 21. Subleases: If for any reason, other than a default caused by a sublessee as provided below, this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord by summary proceedings or otherwise in accordance with the terms of this Lease, Landlord covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the demised premises and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between Landlord hereunder and the sublessee thereunder, with the same force and effect as if Landlord hereunder had originally entered into such sublease as Landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by Landlord under this Lease to recover possession of the demised premises or for any other relief. Landlord shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing as each sublessee shall require. If this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord due to a default made by Tenant which is caused by a sublessee, such termination of

this Lease shall also result in a termination of said sublease. Any licenses issued by Tenant with respect to the demised premises shall terminate effective upon any termination of this Lease.

SECTION 22. Hazardous Materials: As between Landlord and Tenant, Landlord shall be responsible for any loss, liability or expense relating to personal, property or economic injury (including any costs incurred by Tenant in connection with the correction of any violation of Environmental Laws) arising from the presence of Hazardous Materials located within the demised premises (other than any such Hazardous Materials introduced by Tenant). As between Landlord and Tenant, Tenant shall be responsible for any loss, liability or expense relating to personal, property or economic injury (including any costs incurred by Landlord in connection with the correction of any violation of Environmental Laws) arising from the presence of Hazardous Materials located within the demises premises if introduced by Tenant. Tenant agrees that it will comply with all Environmental Laws with respect to Tenant's use of the premises. Each party will promptly notify the other party and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the environmental condition of the premises or compliance with Environmental Laws. Landlord shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with the premises, pursuant to any reasonable written request of Tenant after Tenant has reason to believe that Hazardous Materials are located within the demised premises (other than any such Hazardous Materials introduced by Tenant) or that such Hazardous Materials may be in violation of Environmental Laws (including, but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Tenant the reports and other results thereof, and Tenant shall be entitled to rely on such reports and other results thereof. Landlord shall, at its sole cost and expense, comply with all reasonable written requests of Tenant to (A) reasonably effectuate remediation of any condition in, on, under or from the premises, (B) comply with any Environmental Law, (C) comply with any directive from any governmental authority, and (D) take any other reasonable action necessary or appropriate for protection of human health or the environment. Any such environmental inspections and samplings, shall be performed by Landlord during regular business hours (except in the event of an emergency) or during such other hours as Landlord and Tenant may agree. Landlord will use reasonable efforts to minimize interference caused by Landlord's entry and remediation efforts. Upon completion of any sampling or remediation work Landlord will restore the affected area of the premises from any damage caused by Landlord's sampling and remediation reasonably promptly. The provisions of this Section 22 shall survive the expiration or earlier termination of this Lease. For the purposes of this Lease, the term "Environmental Laws" shall be defined to include all present or future laws or regulations regarding the use, storage, removal or abatement of hazardous, toxic and/or environmentally controlled materials. As used herein, "Hazardous Materials" shall mean all hazardous, toxic and/or environmentally or statutorily controlled materials.

SECTION 23. Quiet Enjoyment; Landlord's Warranties: (a) Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the demised premises and all appurtenances

thereto without hindrance or molestation. Landlord shall deliver full and actual possession of the demised premises to Tenant upon the Commencement Date of this Lease, subject to the occupancy of office trailer and storage area by Ports America Maine pursuant to the lease set forth on Exhibit C.

(b) Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord has fee simple title to the land which constitutes the demised premises (other than the Submerged Land as to which Landlord has a valid leasehold interest under the Submerged Lands Lease) free and clear of all defects, encumbrances, restrictions, liens, leases, tenancies, easements, agreements, contract rights, or other claims or interests (collectively "Encumbrances") except for those listed on Exhibit "D" hereto; that on and after the Commencement Date this lease shall be a first lien upon the demised premises free and clear of all Encumbrances except for those listed on Exhibit D or created by Tenant, and there shall be no mortgages, deeds or trust or liens having priority over this Lease; that no such matter listed on Exhibit D shall adversely affect the use and enjoyment of the demised premises or the building or improvements thereon in accordance with the terms of this Lease; that Landlord and any person executing this Lease in a representative capacity has full right and lawful authority to execute this Lease for the term in the manner and upon the conditions and provisions herein contained; that Landlord has not granted to any other person or entity other than Tenant any rights of first refusal or right to purchase the demised premises; that from and after the Commencement Date there shall be no legal impediment to the use of the demised premises or the building or improvements thereon as a marine freight terminal; that the demised premises are contiguous to Commercial Street along the full length of the demised premises and have free and lawful access to Commercial Street. Landlord covenants and agrees to reimburse Tenant from and against all damages, claims, demands, penalties, liabilities, costs and expenses (including reasonable attorneys fees) arising directly or indirectly from any breach of or inaccuracy in the warranties, representations or provisions of paragraphs (a) or (b) of this Section 23. Without limiting the foregoing, Tenant shall, in addition to the foregoing remedies, be entitled to deduct from the rent and/or additional rent due hereunder the reasonable cost of curing or removing any Encumbrance or condition which is inconsistent with the provisions of said paragraphs (a) or (b) hereof provided that Tenant shall have first notified Landlord of the Encumbrance or condition and Landlord shall have failed to remove or cure the same within thirty (30) days of said notice. Landlord covenants and agrees that in addition to any other legal or equitable remedies available to Tenant, Tenant shall have the right to terminate this Lease for any breach of or inaccuracy in the warranties, representations or provisions of paragraphs (a) and (b).

SECTION 24. Defaults: (a) If default shall be made in the due and punctual payment of any installment of rent payable under this Lease, when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default; then and in any such event, Landlord, at any time while such default shall continue after the expiration of such thirty (30) day period, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such

notice which date shall be at least ten (10) days after the giving of such notice, and upon the date specified in such notice, this Lease and the term hereby demised and all rights of Tenant under this Lease, including any renewal or extension privileges whether or not exercised, shall expire and terminate. Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the demised premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the demised premises and possess and repossess itself thereof, by summary proceedings, and may dispossess Tenant and remove Tenant and all other persons and property from the demised premises and may have, hold and enjoy the demised premises and the rights to receive all rental income of and from the same. No such expiration or termination of this Lease, or summary proceedings, reentry or dispossession, shall relieve Tenant of its liability and obligation under this Lease to pay rent based on Net Revenues or Gross Revenues, as applicable, for the period prior to such termination.

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing paragraph (a), and such default shall continue for a period of sixty (60) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said sixty (60) day period, Tenant fails to proceed within said sixty (60) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time which, under all prevailing circumstances, shall be reasonable, then Tenant shall be in default under this Lease and Landlord shall be entitled to terminate this Lease. Upon said termination, Tenant shall quit and peacefully surrender the demised premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the demised premises and possess and repossess itself thereof, by summary proceedings, and may dispossess Tenant and remove Tenant and all other persons and property from the demised premises and may have, hold and enjoy the demised premises and the rights to receive all rental income of and from the same. No such expiration or termination of this Lease, or summary proceedings, reentry or dispossession, shall relieve Tenant of its liability and obligation under this Lease to pay rent based on Net Revenues or Gross Revenues, as applicable, for the period prior to such termination.

(c) Simultaneously with the sending of the notice described in paragraphs (a) and (b) of this Section 24 to Tenant, Landlord shall send a copy of such notice to any leasehold mortgagee(s) and to any persons or parties having an interest in the demised premises that Tenant may select in writing from time to time. The curing of any default(s) within the above time limits, or within the time limits provided in Section 20 hereof with respect to cure by a leasehold mortgagee, by any of the aforesaid parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

SECTION 25. Disputes: It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions hereof, the Tenant shall have the right to make payment "under protest" and such payment shall not be regarded as a

voluntary payment and there shall survive the right on the part of Tenant to institute suit for the recovery of such sum, and if it shall be adjudged that there was no legal obligation on the part of Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by Tenant under the provisions hereof, Tenant may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of Tenant to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of Tenant to perform such work or any portion thereof, Tenant shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant was not legally required to perform under the provisions of this Lease.

SECTION 26. Waivers: Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.

SECTION 27. Self-Help: (a) If Tenant shall default in the performance or observance of any agreement, obligation, condition or other provision in this lease contained on its part to be performed or observed other than an obligation to pay money, and shall not cure such default within sixty (60) days after notice in writing from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any reasonable amount paid or any reasonable contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due hereunder.

(b) If Landlord shall default in the performance or observance of any agreement, obligation, warranty, condition or other provision in this lease contained on its part to be performed or observed, and if Landlord shall not cure such default within sixty (60) days after written notice from Tenant specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord, and any amount reasonably paid by Tenant or any contractual liability reasonably incurred by Tenant in curing such default shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor; provided that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to Landlord, as long as the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the demised premises or the continued operation in the usual manner of Tenant's business therein, or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant within thirty (30) days after demand for any amount paid for the account of Landlord in accordance with the provisions of this paragraph (b), Tenant may deduct said amount, together with interest thereon at the variable rate per annum which is three percent (3%) per annum greater than the "Prime Rate" of interest as then set forth in the "Money Rates" column of the Wall Street Journal or any successor publication, from the next several payments of rent and other charges due hereunder until such amounts, together with interest as aforesaid, have been fully recovered by Tenant. The good faith deduction of rent or other charges by Tenant in accordance with the provisions hereof shall not constitute a default by Tenant in the payment of rent or other charges or in the performance of its obligations under this lease unless Tenant shall fail to pay the amount of such deduction to Landlord within thirty (30) days after a final adjudication that such amount is due and owing to Landlord.

SECTION 28. Zoning: Landlord hereby authorizes Tenant, for the term of this lease, in Landlord's name if necessary, to apply for and secure from any governmental authority having jurisdiction over the demised premises and the building or improvements, any permits, licenses approvals, consents, or the like (hereinafter "Permits") as Tenant desires. Landlord covenants and agrees, throughout the term of this Lease, to cooperate fully with Tenant in any and all applications and proceedings and appeals made or prosecuted by Tenant in connection with obtaining any necessary Permits under the zoning, land use, environmental and/or building regulations, ordinances, codes, laws and directives of all of the federal, state, town and other authorities having jurisdiction over the development and use of the demised premises and the building or improvements. Landlord shall, if requested by Tenant, execute and join in the execution of any and all applications, documents, instruments, consents and authorizations requested by Tenant which shall be necessary or desirable with respect thereto, including any appeals therefrom, including appeals to the courts having jurisdiction in the matter. Tenant may prosecute such applications, proceedings and appeals in its own or in Landlord's name and through counsel of its choice, but shall do so at its own cost and expense, except that Landlord shall bear the cost and expense of any applications, proceedings or appeals resulting from or

necessitated by any breach of or inaccuracy in the warranties, covenants or representations of Landlord hereunder, including without limitation those contained in Sections 18 and 23 hereof.

SECTION 29. Force Majeure: In any case where either party hereto is required to do any act (except for the payment of money), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time."

SECTION 30. Notices: All notices and other communications authorized or required hereunder shall be in writing and shall be either delivered in person to the party to whom they are addressed or sent by certified mail or registered mail, return receipt requested, or by overnight carrier, in each case with all postage and mailing charges prepaid and addressed in the manner hereinafter provided. Any such notice or other communication which is required to be given within a certain period or prior to a certain date in order to be effective shall be deemed to have been given by the sending party when personally delivered or mailed in the manner herein provided to the party to whom such notice or other communication shall be addressed. Any such notice or other communication which requires or anticipates a response by the receiving party within a certain period or prior to a certain date shall be deemed to have been given to the receiving party when received or refused by the party to whom such notice or other communication is addressed. For the purposes hereof, any notice or other communication shall be deemed to have been received by the party to whom addressed on the third (3rd) business day after the posting of the same in the United States Mail in the manner herein provided and on the first (1st) business day after the deposit of the same with an overnight carrier as herein provided. Any notice or other communication intended for Landlord shall be mailed to Landlord at:

City Manager
Portland City Hall
389 Congress Street
Portland, ME 04101

or at such other address or addresses as Landlord may hereafter designate by notice to Tenant; and any notice or other communication intended for Tenant shall be mailed to Tenant at:

Maine Port Authority
ATTN: John Henshaw, Executive Director
16 State House Station
Augusta, Maine 04333-0016

or at such other address or addresses as Tenant may hereafter designate by notice to Landlord.

SECTION 31. Estoppel Certificates: Each party agrees that at any time, and from time to time, upon not less than fourteen (14) days prior notice, at either party's request, it shall execute, acknowledge and deliver to the other party, a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect, or if there are modifications, stating the modifications and that the Lease as modified is still in full force and effect, and that there are no defaults, defenses or offsets thereto then accrued, or stating those claimed, and stating the dates to which the rents or other charges have been paid.

SECTION 32. Purchase Rights of Tenant: On each occasion on which Landlord shall decide or desire to sell all or any part or parts of the demised premises during the term of this Lease, Landlord shall give written notice to Tenant describing the premises which Landlord desires to sell and setting forth the terms and conditions upon which Landlord proposes to sell said premises, which notice shall constitute an offer by Landlord to sell said premises to Tenant on the terms and conditions set forth in said notice. Tenant may then accept such offer by giving written notice of such acceptance within one hundred twenty (120) days after receipt of the written offer by Landlord. The acceptance by Tenant of such offer shall be deemed to create a binding agreement between Landlord and Tenant for the sale of said premises on the terms and conditions set forth in the offer without need for any further instrument or agreement, which purchase and sale shall be consummated by a closing to be held within sixty (60) days after acceptance of the offer. If Tenant shall fail to accept any offer from Landlord made in accordance herewith, Landlord may sell the premises described in such offer to any other party; provided, however, (1) that such sale shall be subject to this Lease and particularly to the provisions of this Section 32 with respect to any future sales, and (2) that Landlord shall not sell the premises described in such offer to another party on terms and conditions more favorable than those offered to Tenant without first re-offering said premises to Tenant on the more favorable terms and conditions, which reoffer shall remain open for a period of thirty (30) days and may be accepted by Tenant in the manner provided herein with respect to the original offer. Notwithstanding the failure by Tenant to exercise the above-described right to purchase on any one occasion or with respect to one portion of the demised premises, Tenant shall retain the right to purchase with respect to any other occasions or any other portions of the demised premises offered for sale by Landlord.

SECTION 33. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

SECTION 34. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 35. Holding Over: In the event that Tenant shall continue in occupancy of the demised premises after the expiration of the term hereof, such occupancy shall not be deemed to

extend or renew the terms of this Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained at a rent equal to the rent in effect during the last lease year of the term, prorated and payable for the period of such occupancy. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the term hereof except as is otherwise expressly provided in this Lease.

SECTION 36. Memorandum of Lease: The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a memorandum or notice of lease, setting forth the names of the parties, a description of the demised premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request. Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Lease. If any gains tax or transfer tax is due from Landlord due to the execution or recording of this Lease, Landlord shall remit the same promptly upon demand by Tenant.

SECTION 37. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The word "Landlord", and the pronouns referring thereto, shall mean where the context so admits or requires, the persons, firm or corporation named herein as Landlord, and if there is more than one landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the obligations of the firm. The word "Landlord," as used herein, means only the owner for the time being of Landlord's interest in this Lease and, in the event of any transfer of Landlord's interest in this Lease, the transferor shall cease to be liable and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, provided that from and after said transfer, the transferee shall assume and be liable for the performance and observance of said agreements and conditions.

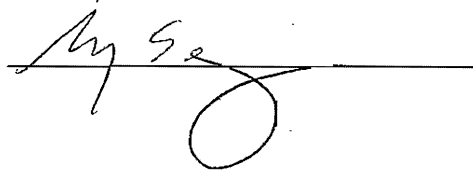
SECTION 38. Entire Agreement: This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way, except by a writing executed by both parties. It is expressly agreed by the parties hereto that the terms and provisions of this Lease are intended to apply only with respect to the leasehold estate created with respect to the demised premises.

SECTION 39. Successors and Assigns: Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, administrators, successors and assigns.

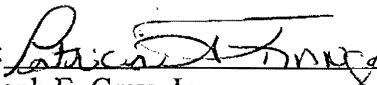
SECTION 40. No Broker: Landlord and Tenant agree that no brokers have been involved in this transaction, and each agrees to reimburse the other for any losses, damages, costs or expenses (including reasonable attorneys' fee) that either party may suffer as a result of claims made or suits brought by any other broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim. The provisions of this Section 40 shall survive any termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WITNESS:

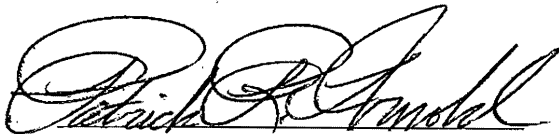


CITY OF PORTLAND, MAINE

By:  Acting M.
Joseph E. Gray, Jr.
Its City Manager

"Landlord"

MAINE PORT AUTHORITY



By: 
Its
Executive Director

"Tenant"

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

A certain lot or parcel of land situated along Portland Harbor in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a rebar found on the southeasterly line of Commercial Street located at the westerly corner of land now or formerly of General Marine Construction Corporation;

THENCE, S54°06'32"E 410.00' along said General Marine Construction Corporation to a point;

THENCE, S54°06'32"E 319.48' along said General Marine Construction Corporation to a point along the Harbor Commissioner's Line;

THENCE, S43°30'57"W 863.62' along said Harbor Commissioner's Line to a point;

THENCE, S38°44'28"W 247.02' along said Harbor Commissioner's Line to a point at the northeasterly line of land now or formerly of Cumberland County

THENCE, N32°32'17"W 141.63' along said Cumberland County to a point at the southerly corner of a Transformer Facility Easement to the State of Maine;

THENCE, N32°32'17"W 42.28' along said Cumberland County and the southwesterly line of said Transformer Facility Easement to a point at the southeasterly end of a Bridge Maintenance Facility Access Easement of the State of Maine;

THENCE, N32°32'17"W 389.86' along said Cumberland County and the southwesterly line of said Bridge Maintenance Facility Access Easement to a point at land now or formerly of Maine Central Railroad Company;

THENCE, N32°36'28"E 107.89' along said Maine Central Railroad Company to a point;

THENCE, N30°54'28"E 577.45' along said Maine Central Railroad Company to a drill hole set;

THENCE, N30°54'28"E 60.64' to a point along the line of said Commercial Street;

THENCE, S54°04'32"E 5.52' along the line of said Commercial Street to a point;

THENCE, N30°54'28"E 148.93' along the line of said Commercial Street to the **POINT OF BEGINNING**.

Meaning and intending to describe a lot or parcel of land containing 14.33 Acres or six hundred twenty-four thousand three hundred thirty-five square feet (624,335 S.F.), more or less.

Bearings referenced herein are Grid North NAD83 Maine State Plane West Zone.

Said lot or parcel of land herein described being shown on a plan titled "Standard Boundary Survey For Property At Portland International Marine Terminal Commercial Street Portland, Cumberland County, Maine Owned by City of Portland" prepared by Easterly Surveying Incorporated, Dated 8/14/2002, Revision B 9/16/06, said plan on file in the Portland Department of Public Services Engineering Archives Vault.

Meaning and intending to describe an area of land being a certain lot or parcel of land as described in a deed to the City of Portland, dated February 25, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3161, Page 33, and a certain lot or parcel of land as described in a deed dated November 12, 1976 and recorded in said Registry in Deed Book 3941, Page 348.

EXHIBIT B

(Submerged Lands Lease)

STATE OF MAINE
SUBMERGED LANDS LEASE

No. 16-17A
(Amended 8/30/94)

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Public Lands (hereinafter Lessor), an agency of the State of Maine Department of Conservation, by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Section 558-A, and The City of Portland (hereinafter Lessee) of 389 Congress Street, Portland, Maine 04101. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Fore River, Portland, Maine, totalling 130,400 square feet (3.0 acres) +/-, abutting adjacent upland now owned by the City of Portland, as further described in Attachment A which is hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on May 2, 1988 and continue to December 31, 2017.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of a public multipurpose marine terminal facility, as described in Maine Department of Environmental Protection Wetlands Alteration Permit Application, Number L-015169-03-A-N, and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** No rights leased herein by Lessor may be assigned or

sublet by Lessee without the prior written consent of Lessor. All rights remain subject to the Rules of the Bureau of Public Lands and all applicable laws and amendments thereto. Notwithstanding any such assignment or sublease, Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. **EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT.** Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof, that may have been formerly held by constructive easement under Title 12 M.R.S.A. Section 558-A or otherwise.

7. **RENTAL.** Annual rental shall be payable hereunder throughout the term hereof as follows:

\$00.00 (Nil)

8. **RENTAL ADJUSTMENT.** Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended. Such adjustments may not be made more often than once in any five-year period, as reckoned from December 31, 1990. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate Lease within 120 days of notice of adjustment as Lessee's sole remedy.

9. **TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

10. **INDEMNITY.** Lessee shall defend, or cause to be defended, and indemnify and hold Lessor harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees.

11. **MAINTENANCE.** Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

12. **GENERAL RESTRICTIONS.** No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

13. **CASUALTY REPLACEMENT.** In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

14. **DEFAULT.** The following shall be deemed to be events of default hereunder:

A. Failure of Lessee to pay when due any rent payable hereunder;

B. Failure of Lessee to comply with any other provision of this Lease. When Lessee's failure is caused by circumstances beyond Lessee's control, Lessee shall bring about compliance within thirty (30) days of notice of such failure, or, if such failure of compliance beyond Lessee's control cannot be cured within thirty (30) days, Lessee shall promptly and

diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits;

- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;
- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon the occurrence of any such event of default, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, cancel this lease without notice or demand to Lessee and enter onto and take possession of leased premises. Lessee shall be liable to Lessor for any loss and expenses incurred by Lessor by reason of such termination.

15. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

16. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Public Lands, State House Station 22, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

17. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

18. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefor, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

19. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to change or cancellation, in whole or in part, by reason of any Act of the Legislature, and is subject, in whole and in part, to the provisions of the Rules of the Bureau of Public Lands.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and

ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

Accepted and agreed to on

October 5, , 1994

OCT 6 , 1994

Robert B. Ganley
(Lessee Signature)

Thomas A. Morrison
(Lessor Signature)

Robert B. Ganley
(Print Name)

City Manager
(Title)

Portland City Hall
(Address of Record)

389 Congress Street

Portland, ME 04101-3509

Thomas A. Morrison

Director, Bureau of Public Lands

Department of Conservation

State of Maine

COPY

EXHIBIT C

1. Stevedore License between City of Portland and P&O Ports, dated April 27, 2001

EXHIBIT D

1. Easement from the City of Portland to the Maine Department of Transportation

EXHIBIT C
[IMT Submerged Lands Lease]

STATE OF MAINE

SUBMERGED LANDS LEASE

No. 2011-L-47

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Parks and Lands (hereinafter Lessor), an agency of the State of Maine Department of Agriculture, Conservation and Forestry by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Sections 1801 & 1862, and **CITY OF PORTLAND** (hereinafter Lessee) **389 CONGRESS STREET, PORTLAND, ME 04101**. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in the Fore River, City of **Portland**, Maine, totaling 80,017 +/- square feet, abutting adjacent upland recorded in Cumberland County Registry of Deeds Book 3161 Page 33 and Book 26094 Page 31 now owned by the City of Portland as further described in Attachments A, B and C which are hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on January 1, 2018 and continue to December 31, 2047.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of concrete and timber wharfs and dock for international marine terminal use as described in Bureau of Parks and Lands Submerged Lands Application Number 2265-R and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** All rights leased herein by Lessor may be assigned or sublet by Lessee with the prior written consent of Lessor. Such assignment shall not be unreasonably withheld under then applicable laws, regulations, and public trust principles. Notwithstanding any such assignment or sublease,

Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. RENTAL. Annual rental shall be payable hereunder throughout the term hereof as follows, except that rental shall be no less than the minimum amount established by law:

\$0.00 per year.

Rental is payable on or before the first day of February each year throughout the term hereof, except as may be adjusted from time to time in accordance with Paragraph 7 below. Payment is to be made to the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333. Checks are to be made payable to the Treasurer, State of Maine.

7. RENTAL ADJUSTMENT. Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended, but Lessor may not adjust rental for five years from the commencement date of this Lease. Subsequent adjustments may not be made more frequently than once every five years. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate the Lease and vacate the premises within 120 days of Lessor's notice of adjustment.

8. TAXES. Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

9. INDEMNITY. Lessee shall defend, or cause to be defended, and indemnify and hold Lessor, its employees and agents, harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees. Nothing herein is intended to waive the defenses, immunities, and limitations of liability afforded to Lessee by applicable law, including but not limited to the Maine Tort Claims Act, 14 M.R.S § 8101 et seq.

10. MAINTENANCE. Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

11. GENERAL RESTRICTIONS. No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

12. CASUALTY REPLACEMENT. In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

13. DEFAULT. The following shall be deemed to be events of default hereunder:

- A. Failure of Lessee to pay when due any rent payable hereunder;
- B. Failure of Lessee to comply with any other provision of this Lease.
- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;

- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon becoming aware of the occurrence of any such event of default, Lessor shall notify Lessee in writing. Except as otherwise provided in this paragraph, Lessee must cure any default within thirty (30) days of notice of same. Regarding section 13.B only, if a default occurs and Lessee has satisfied to Lessor that the nature of the default is such that it cannot be cured within thirty (30) days, Lessee shall promptly notify Lessor in writing of the circumstances that exist that require additional time to cure, and cause said default to be cured within the additional amount of time as determined by Lessor. If the default has not been cured within 30 days of Lessor's notice, or within the additional time period granted by Lessor when Lessee is unable to cure the default within 30 days, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, terminate this Lease without additional notice or demand to Lessee and enter onto and take possession of the leased premises. Lessee shall be liable to Lessor for all rent due hereunder and any loss and expenses incurred by Lessor by reason of any default or termination.

14. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

15. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

16. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

17. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefore, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

18. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to cancellation by an Act of the Legislature. This lease is issued in accordance with the Rules of the Bureau of Parks and Lands in effect on the effective date of this lease.

19. ABANDONMENT. Structures as described under section 2 of this Lease shall be placed on the leased premises within two (2) years of the issuance of this Lease. Once installed, such structures shall be used and maintained for their intended purpose. Failure of the Lessee to install the structures within this time frame or to use and maintain the leased premises shall be deemed an abandonment. Upon determining that the leased premises or a portion thereof have been abandoned, the Lessor at its option may terminate this lease as to the entire leased premises, or as to such portion as has not been so used or maintained, in accordance with the default provisions of Section 13.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of

any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

22. EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT. Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof that may have been formerly held by constructive easement under Title 12 M.R.S.A. Sections 1801 & 1862, or otherwise.

23. REPLACEMENT. This Lease hereby cancels and replaces Submerged Lands Lease No. 16-17AL issued to the City of Portland that commenced on May 2, 1988.

Accepted and agreed to on

_____, 2021

_____, 2021

(Lessee Signature)

(Lessor Signature)

Jon P. Jennings

Andrew R. Cutko

City Manager

Director, Bureau of Parks & Lands

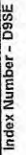
City of Portland

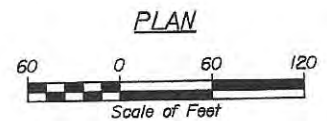
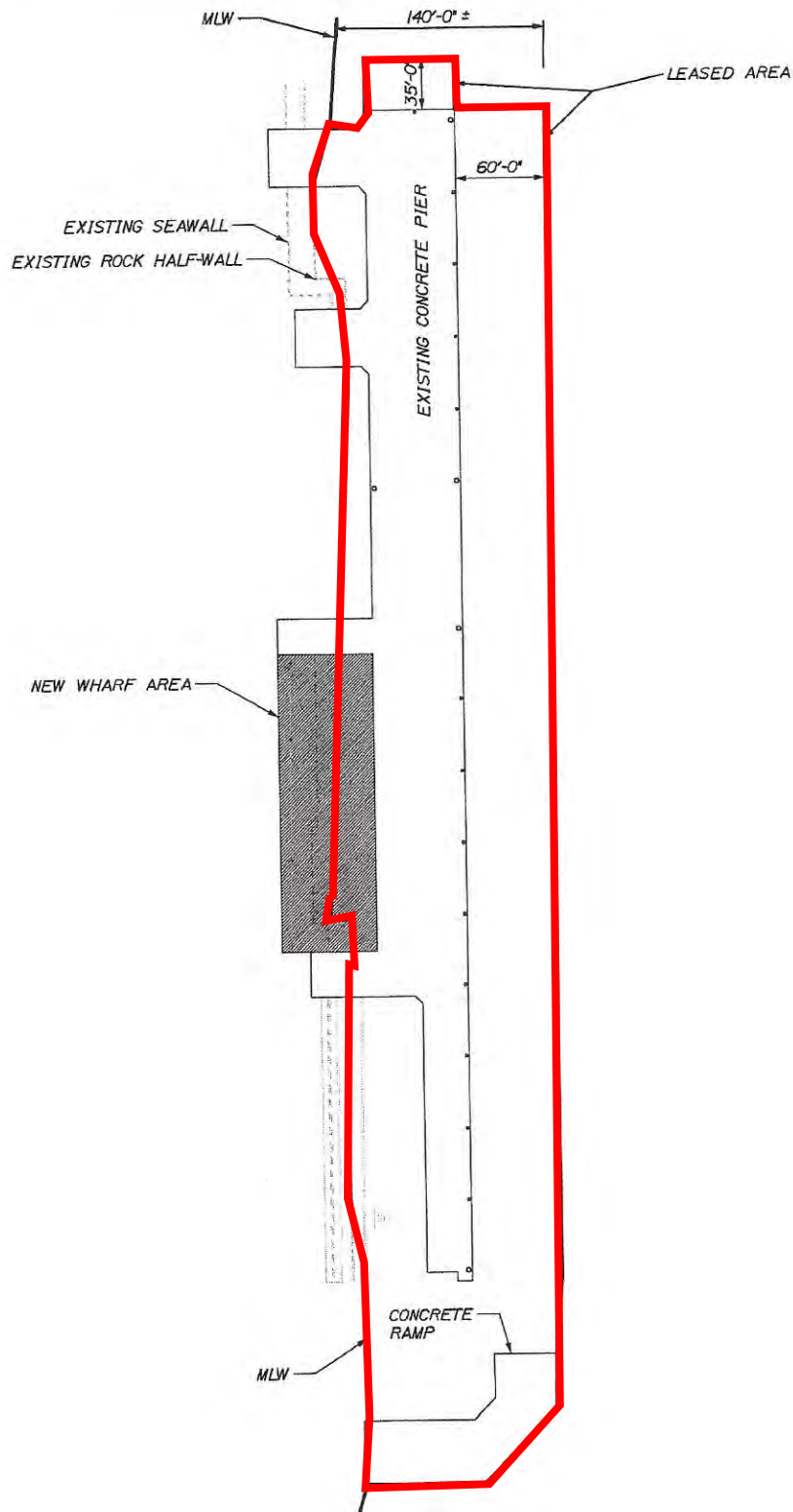
Department of Agriculture, Conservation & Forestry

389 Congress Street
Portland, Maine 04101

State of Maine







STATE OF MAINE SUBMERGED LANDS LEASE
PORTLAND INTERNATIONAL MARINE TERMINAL

FIGURE

HNTB

DATE: July 27, 2017

/

EXHIBIT D
[Water Services Agreement]

AGREEMENT BETWEEN THE CITY OF PORTLAND, THE MAINE PORT AUTHORITY,
AND THE PORTLAND WATER DISTRICT
RE: WATER SERVICE

This agreement is made this 27th day of August, 2018 by and between the **City of Portland**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine (the "City"), the **Maine Port Authority**, a body politic and corporate and an instrumentality of the State of Maine created pursuant to 23 M.R.S. § 4420, with offices located in Augusta, Maine (the "MPA"), and the **Portland Water District**, a quasi-municipal corporation organized under the laws of the State of Maine with a place of business at 225 Douglass Street, Portland, Maine ("PWD").

Whereas, the City is the owner of adjoining properties improved as and commonly known as the International Marine Terminal located on Commercial Street in Portland, Maine by virtue of the following deeds (collectively, the "Property"):

- a. Deed to the City of Portland dated February 25, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3161, Page 33. This parcel is further identified as Map 43, Lot G-1 of the City's municipal tax records; and
- b. Deed to the City of Portland dated November 12, 1976 and recorded in said Registry of Deeds in Book 3941, Page 348. This parcel is further identified as Map 43, Lot D-5 of the City's municipal tax records; and

Whereas, the City leases the Property to the MPA through a Lease Agreement between the City and MPA dated June 1, 2009 (the "Lease"); and

Whereas, the MPA is performing improvements to the Property that include constructing an additional building (the "Planned Development"); and

Whereas, MPA's proposed water service for the Planned Development shares a water service with the existing improvements located on the Property (the "Existing Improvements"), which is not in conformance with the Terms and Conditions of Water Service as enacted by the Portland Water District; and

Whereas, the Property has the potential to be subdivided in the future, which will require that individual conforming water service improvements be implemented on the subdivided portion of the Property as a condition of continued water service by PWD.

Now Therefore, in consideration of PWD providing water service to the Property and the Planned Development, the parties hereby agree as follows:

1. Upon the completion of the Planned Development as shown on a plan entitled "Utility Plan" for the Portland International Marine Terminal Maintenance and Operations Building dated April 13, 2018, as it may be amended thereafter, which plan is attached hereto and incorporated herein by reference, the MPA will own multiple buildings on the Property that will not be in compliance with PWD's Terms and Conditions of Water Service.
2. MPA has proposed, and PWD has approved, a plan whereby multiple buildings on the Property will be served by one water service and one water meter.
3. For the purpose of this Agreement, the Planned Development shall be considered an auxiliary improvement to the Existing Improvements on the Property.
4. In the event of further subdivision of the Property, or if the Property is ever severed, individual conforming water services will need to be installed for water service to the subdivided portion of the Property; said service must be approved by PWD as a condition of PWD providing water service to the subdivided portion of the Property. Accordingly, upon expiration or earlier termination of the Lease, MPA hereby agrees, at its sole expense, to separate the water service at the Property so that the service to the existing buildings on the Property and the Planned Development will conform with PWD requirements in the event that the Property is subsequently subdivided; provided that, if MPA acquires ownership of the Property, this clause shall not obligate MPA to implement such separation of water service unless required by PWD as a condition of providing water service to a subsequently subdivided portion of the Property.
5. The terms of this Agreement shall inure to the benefit of and be binding upon the City, MPA, and their respective successors and assigns.

(Signatures on following two pages)

In Witness Whereof, the parties have caused this Agreement to be signed the day and date above written.

CITY OF PORTLAND

Sonia Bean

Witness

APPROVED AS TO FORM:

MB
CORPORATION COUNSEL'S OFFICE

By: J.P. J-P

Its City Manager

Duly authorized

STATE OF MAINE

CUMBERLAND, ss.

August 15, 2018

Personally appeared the above-named Jon P. Jennings, in his/her capacity as City Manager of the City of Portland, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the City of Portland.

Before me,

SONIA T. BEAN
NOTARY PUBLIC
State of Maine
My Commission Expires
April 8, 2024

Sonia T. Bean

Notary Public/Attorney at Law

Printed Name

My Commission Expires:

MAINE PORT AUTHORITY

John Pulver

Witness

By: Matthew Burns

Its Acting Executive Director

Duly authorized

STATE OF MAINE

Cumberland, ss.

August 27, 2018

Personally appeared the above-named Matthew Burns, in his/her capacity as Acting Ex. Director of the Maine Port Authority, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Maine Port Authority.

Before me,

John Pulver

Notary Public/Attorney at Law

THERESA PULVER

Notary Public • State of Maine

My Commission Expires September 23, 2022

SEAL

PORTLAND WATER DISTRICT

Donna M. Katsias
Witness

Carrie Lewis
Carrie Lewis, General Manager
Duly authorized

STATE OF MAINE
CUMBERLAND, ss.

August 21, 2018

Personally appeared the above-named Carrie Lewis in her capacity as the General Manager of the Portland Water District, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of the Portland Water District.

Before me,

Donna M. Katsias
Notary Public/Attorney at Law

Donna M. Katsias

Printed Name

My Commission Expires:

Received
Recorded Register of Deeds
Aug 31, 2018 11:55:56A
Cumberland County
Nancy A. Lane

EXHIBIT E
[Diagram of Cliff Island Wharf]



EXHIBIT F
[Cliff Island Submerged Lands Lease]

STATE OF MAINE
SUBMERGED LANDS LEASE

No. 1108-L-34

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Parks and Lands (hereinafter Lessor), an agency of the State of Maine Department of Agriculture, Conservation and Forestry by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Sections 1801 & 1862, and **THE CITY OF PORTLAND** (hereinafter Lessee) of **389 CONGRESS STREET, PORTLAND MAINE 04101-3503**. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Casco Bay, City of **Portland**, Maine, totaling 8,074+/- square feet, abutting adjacent upland now owned by The City of Portland as further described in Attachments A, B and C and which are hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on November 1, 2014 and continue to December 31, 2034.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of an existing pier, ramp and float and associated berthing area for use as a public access facility and ferry terminal as described in Bureau of Parks and Lands Submerged Lands Application Number SL 1243-CE and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** All rights leased herein by Lessor may be assigned or sublet by Lessee with the prior written consent of Lessor. Such assignment shall not be unreasonably withheld under then applicable laws, regulations, and public trust principles. Notwithstanding any such assignment or sublease,

Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. **RENTAL.** Annual rental shall be payable hereunder throughout the term hereof as follows, except that rental shall be no less than the minimum amount established by law:

\$0.00 per year.

Rental is payable on or before the first day of February each year throughout the term hereof, except as may be adjusted from time to time in accordance with Paragraph 7 below. Payment is to be made to the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333. Checks are to be made payable to the Treasurer, State of Maine.

7. **RENTAL ADJUSTMENT.** Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended, but Lessor may not adjust rental for five years from the commencement date of this Lease. Subsequent adjustments may not be made more frequently than once every five years. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate the Lease and vacate the premises within 120 days of Lessor's notice of adjustment.

8. **TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

9. **INDEMNITY.** Lessee shall defend, or cause to be defended, and indemnify and hold Lessor, its employees and agents, harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees.

10. **MAINTENANCE.** Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

11. **GENERAL RESTRICTIONS.** No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

12. **CASUALTY REPLACEMENT.** In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

13. **DEFAULT.** The following shall be deemed to be events of default hereunder:

A. Failure of Lessee to pay when due any rent payable hereunder;

B. Failure of Lessee to comply with any other provision of this Lease. When Lessee's failure is caused by circumstances beyond Lessee's control, Lessee shall bring about compliance within thirty (30) days of written notice of such failure, or, if such failure of compliance beyond Lessee's control cannot be cured within thirty (30) days, Lessee shall promptly and diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits;

- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;
- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon becoming aware of the occurrence of any such event of default, Lessor shall notify Lessee in writing. Notwithstanding section 13. B. above, if the default event has not been cured within 30 days of such notice, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, terminate this Lease without additional notice or demand to Lessee and enter onto and take possession of the leased premises. Lessee shall be liable to Lessor for all rent due hereunder and any loss and expenses incurred by Lessor by reason of such default or termination.

14. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

15. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

16. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

17. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefore, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

18. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to cancellation by an Act of the Legislature. This lease is issued in accordance with the Rules of the Bureau of Parks and Lands in effect on the effective date of this lease.

19. ABANDONMENT. Structures as described under section 2 of this Lease shall be placed on the leased premises within two (2) years of the issuance of this Lease. Once installed, such structures shall be used and maintained for their intended purpose. Failure of the Lessee to install the structures within this time frame or to use and maintain the leased premises shall be deemed an abandonment. Upon determining that the leased premises or a portion thereof have been abandoned, the Lessor at its option may terminate this lease as to the entire leased premises, or as to such portion as has not been so used or maintained, in accordance with the default provisions of Section 13.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without

Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

22. EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT. Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof that may have been formerly held by constructive easement under Title 12 M.R.S.A. Sections 1801 & 1862, or otherwise.

Accepted and agreed to on

November 18, 2014


(Lessee Signature)

Sheila Hill-Christian
(Print Name)

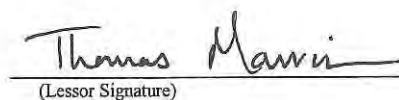
Acting City Manager
(Title)

City of Portland
(Address of Record)

389 Congress St.

Portland ME 04101

Nov 21, 2014


(Lessor Signature)

Thomas A. Morrison

Acting Director, Bureau of Parks and Lands

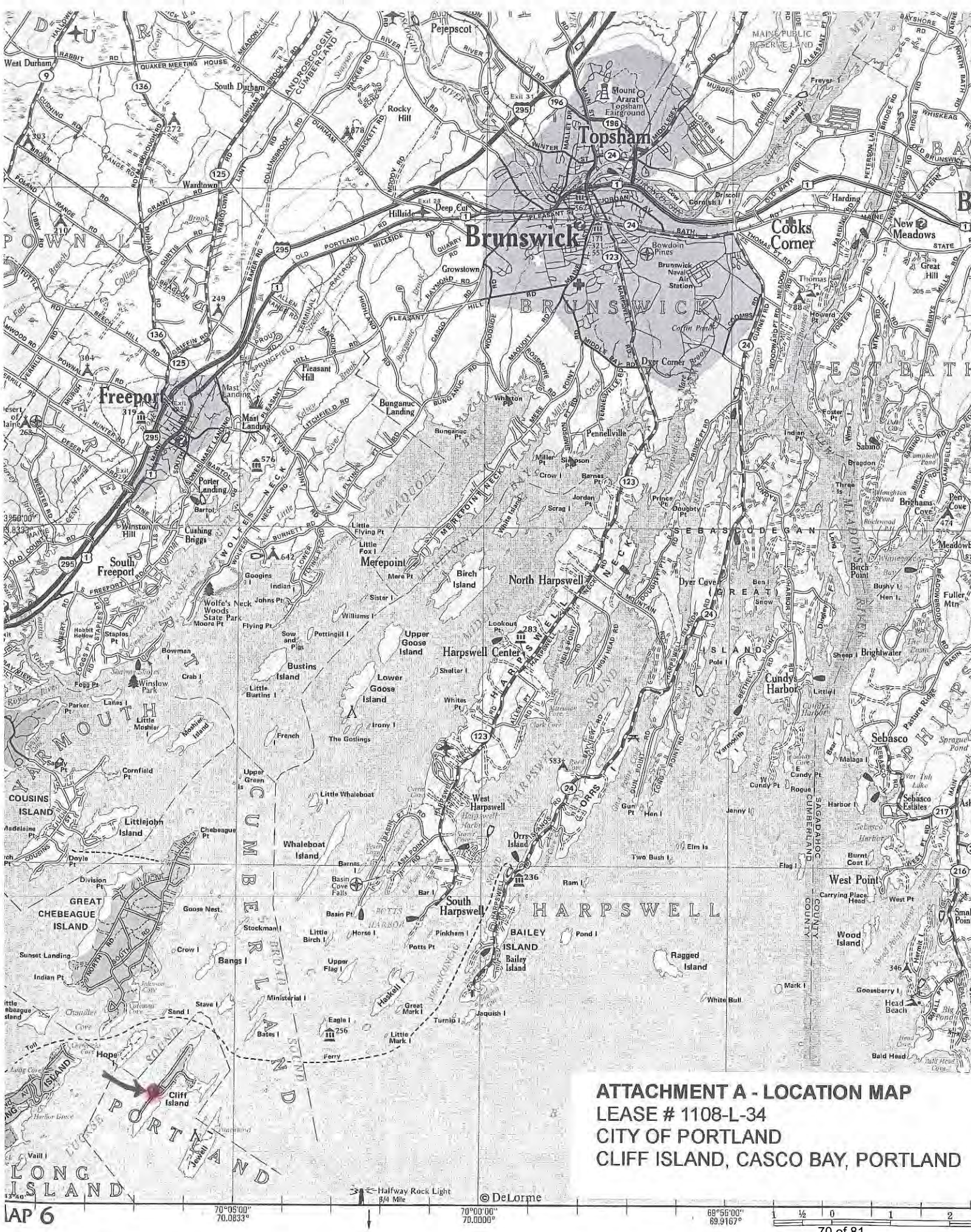
Department of Agriculture, Conservation & Forestry

State of Maine

8/12

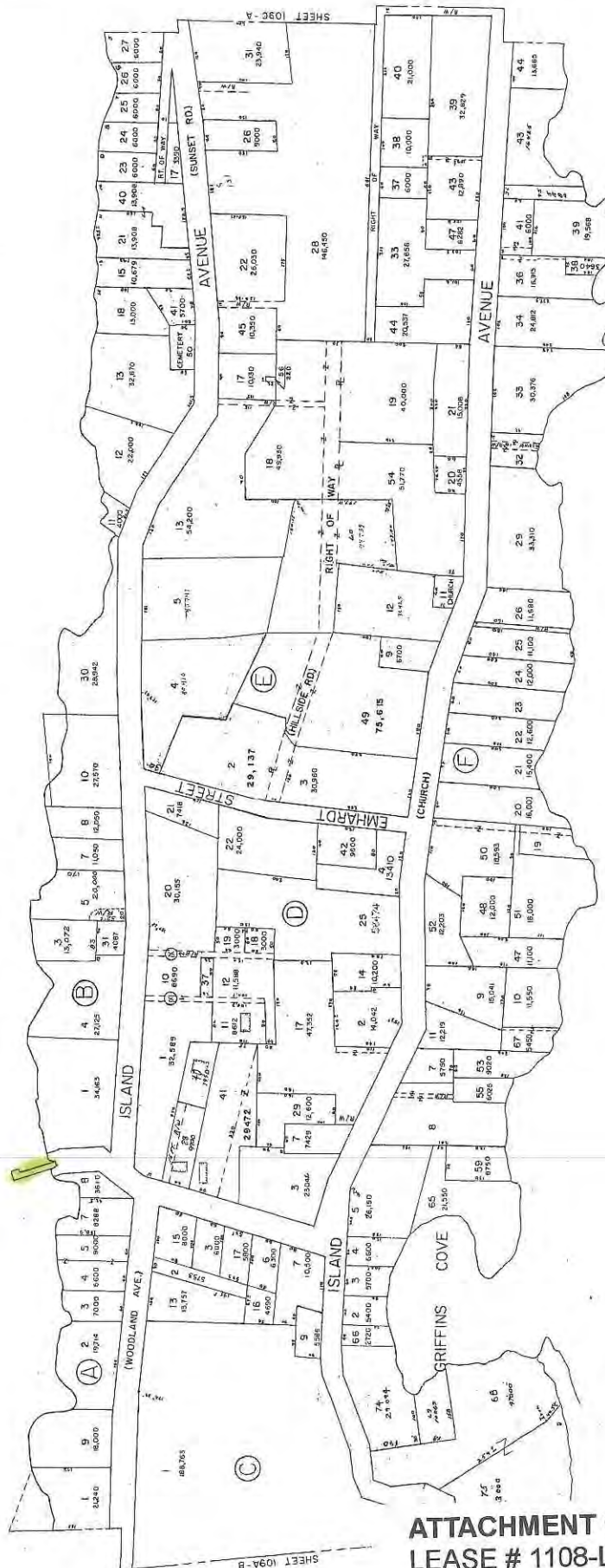
APPROVED AS TO FORM:

CORPORATION COUNSEL'S OFFICE



ATTACHMENT A - LOCATION MAP
LEASE # 1108-L-34
CITY OF PORTLAND
CLIFF ISLAND, CASCO BAY, PORTLAND

Nº 109-B
CLIFF ISLAND



ATTACHMENT B - TAX MAP
LEASE # 1108-L-34
CITY OF PORTLAND
CLIFF ISLAND, CASCO BAY, PORTLAND
 71 of 81

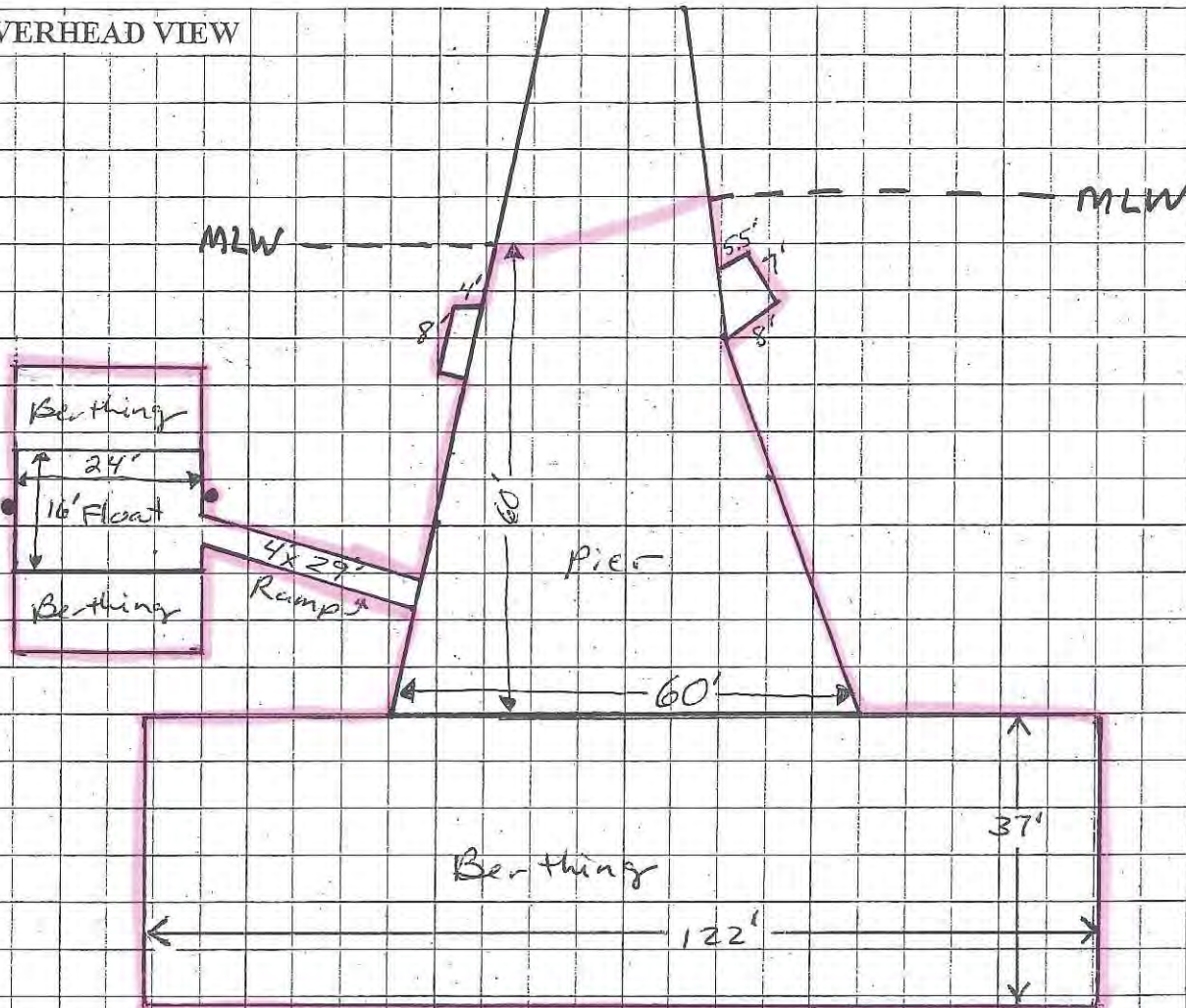
CITY OF PORTLAND
 ASSESSORS PLAN
 SCALE-1"=100' ±
 REVISED 4/1/75
 8/24/76

SITE PLAN

Owner's name City of Portland
 Mailing address 389 Congress St.
Portland, ME 04101
 Telephone # 874-8689
 Tax map # 109B Lot # A10
 Current use (check one)
☐ COMMERCIAL FISHING ☐ RESIDENTIAL
☐ OTHER COMMERCIAL ☒ PUBLIC
☐ OTHER USE

Description of structure Pier, Ramp +
Float
 Year structure was built _____
 Location of structure Portland - Cliff Island
 Name of waterbody Luckse Sound
 Scale of drawing 1" = 24'
 Show mean low-water and mean high-water marks.
 An approximation of mean low-water is made by
 observation of low tide using a 0.00 tide.

OVERHEAD VIEW



ATTACHMENT C - SITE PLAN
LEASE # 1108-L-34
CITY OF PORTLAND
CLIFF ISLAND, CASCO BAY, PORTLAND

EXHIBIT G

[Depiction of Parcel 2 – Cliff Island Wharf Upland Property]



EXHIBIT H
[Diagram of Parcel 3 – Wye Property]

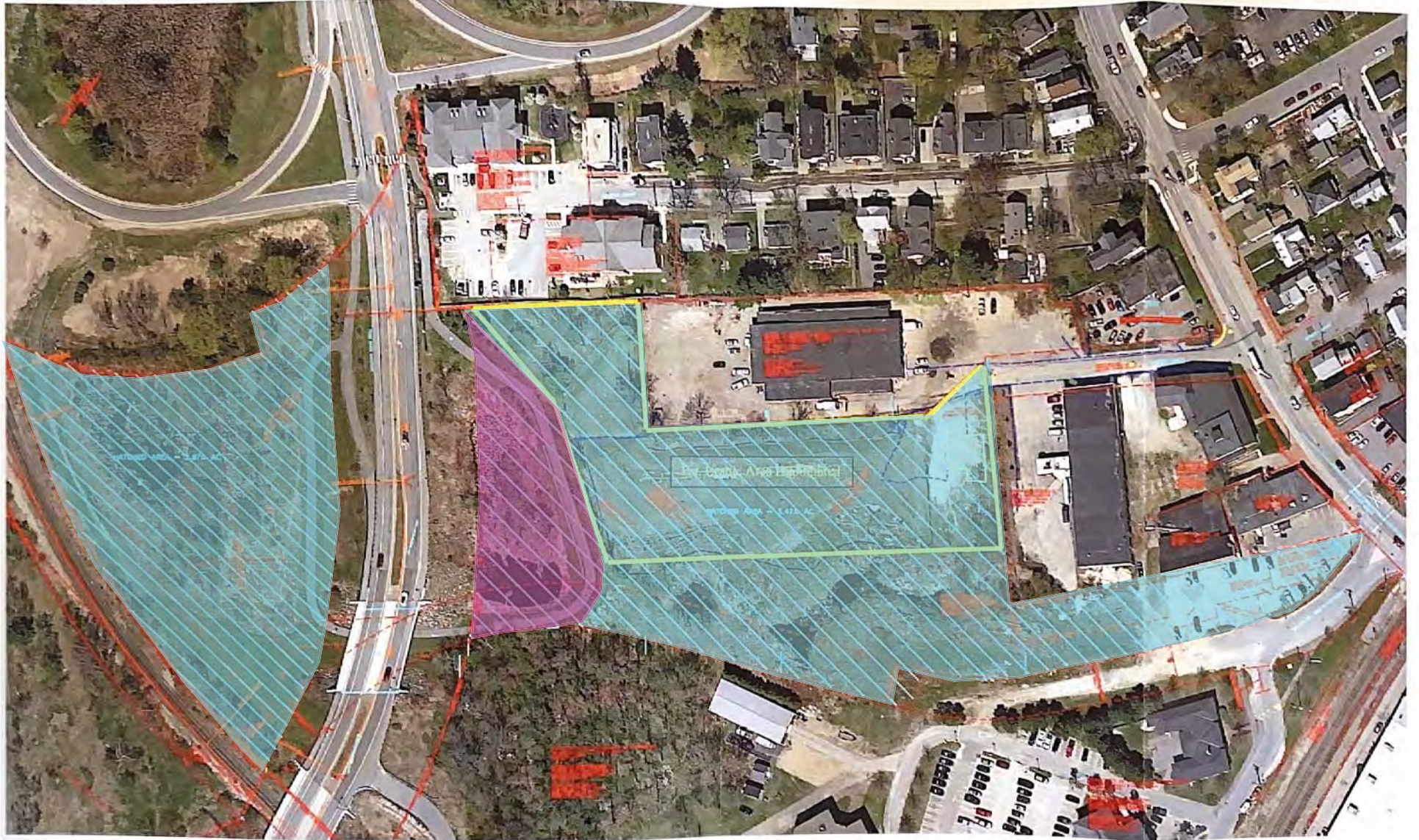


EXHIBIT I
[Parcel 4 – Union Branch Corridor
Diagram]

Notes: Map produced by the City of Portland
HEDD from 2020 GIS and Assessing data.
For orientation purposes only. All locations,
lot configurations, and bounds are approximate.
Not for use in property transfer.

Union Branch Rail Trail
State to City
+/-4.4 acres

620

310

0

620 Feet

Union Branch Rail Trail

Maine DOT and City of Portland Property Transfers

N

EXHIBIT J

[Description of Parcel 5 – Park and Ride Property]

EXHIBIT J
(Description of Park and Ride Property)

A certain lot or parcel of land, being a portion of Lot 1 on a survey plan titled "Marginal Way Subdivision – Preble Street and Marginal Way – City of Portland Property" dated July 25, 2006, revision 5, dated December 21, 2006, located along the northwesterly line of Marginal Way in the City of Portland, Cumberland County, State of Maine, bounded and described as follows:

BEGINNING at a point on the northwesterly line of Marginal Way at the southeasterly end of the line common to Lot 1 and Lot 2 as shown on said subdivision plan;

THENCE N 40°58'52" W ninety-one and eighty hundredths (91.80) feet along the southwesterly line of said Lot 1 and through land conveyed by the City of Portland to the State of Maine as recorded in the Cumberland County Registry of Deeds in Book 23214, Page 176 to a point on the southeasterly line of Interstate I-295;

THENCE N 57°57'22" E one hundred eighty and twenty-two hundredths (180.22) feet along the southeasterly line of Interstate I-295 to a concrete highway monument at a point of curvature;

THENCE along a curve to the left an arc distance of three hundred twelve and thirteen hundredths (312.13) feet, a radius of 2204.00', a chord bearing and distance of N 53°31'28" E 311.87', along the southeasterly line of Interstate I-295 to a concrete highway monument.

THENCE N 66°49'33" E one hundred twenty-eight and fifty-one hundredths (128.51) feet along the southeasterly line of Interstate I-295 to a point on the northwesterly line of Marginal Way;

THENCE S 49°01'08" W six hundred eleven and twenty-nine hundredths (611.29) feet along the northwesterly line of Marginal Way to the POINT OF BEGINNING.

CONTAINING thirty-one thousand one hundred thirty-three (31,133) square feet, more or less.

Bearings referenced herein are Grid North NAD83(HARN) Maine State Plane West Zone as determined by a survey plan titled "Marginal Way Subdivision – Preble Street and Marginal Way – City of Portland Property" dated July 25, 2006, revision 5 dated December 21, 2006, prepared by William B. Cark, Jr., PLS for the City of Portland Public Works Department Engineering Section on record in the DPW Engineering Archives Vault and recorded in said Registry of Deeds in Plan Book Vol. 207, Page 6.

An aerial photograph of a suburban area with houses and streets. A red and yellow heat map overlay is visible in the upper left, pointing towards a specific location. A yellow pointer originates from this location and points down to a text box.

81 of 81

Marginal Way

Park and Ride Lot
State to City

Page 211

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 21, 2021

SUBJECT: Written Public Comment(s) Received

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. PBPA Letterhead (2)

Prepared by:

Date: 6/21/2021



June 20, 2021

Honorable Mayor and Councilors:

The Portland Bicycle Pedestrian Advisory Committee would like to express our support for the land swap with the State for Union Branch Rail Corridor, which will allow for construction of multiuse trail that includes the trestle over Park Avenue. This exchange will complete an important link in the circum-peninsula loop that has become an major amenity for residents and visitors alike. In addition, the committee would like to express optimism that the other assets be developed according to their highest and best use.

Sincerely,

Zack Barowitz, Chair
Portland Bicycle and Pedestrian Advisory Committee
207-415-4662
SCSMedia@aol.com

The Portland Bicycle and Pedestrian Advisory Committee is an ad-hoc group of Portland-area residents working to make the city and region a better place to walk, bicycle, and wheel chair. We advocate and educate on bicycle, transit, and pedestrian issues, including handicap accessibility. We work in collaboration with other organizations including the Bicycle Coalition of Maine, Portland Trails, PACTS, the Portland Department of Public Services and the Portland Planning Department.

MEMORANDUM
City Council Agenda Item

FROM: Melissa Graffam (Jeremiah Bartlett)
DATE: June 8, 2021
SUBJECT: Order 279-20/21 Approving Modification Three to an Agreement between Portland and the Maine Department of Transportation re: Congress Street Traffic Signals - Sponsored by Jon P. Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

Can action be taken at a later date: No This project is close to starting construction.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached MaineDOT Agreement Modification #3 and authorize the City Manager to sign the agreement, which will keep this project moving forward into construction

II. AGENDA DESCRIPTION

This project is a Locally Administered Project (LAP) where the City administers the project and receives funding from the State. It will modernize the traffic control architecture to the newest standard available along Congress from Fore River Parkway to Stevens Avenue.

Due to the cost of the awarded bid, the Portland Area Comprehensive Transportation System (PACTS) is providing an additional \$127,800 toward the project and the City is providing an additional \$255,839.

This item must be read on two separate days. It received its first reading on June 7, 2021. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

This project was originally developed in 2015 as part of a PACTS Transportation Improvement Program and included some signal retiming, coordination, and communications improvements. Since the original creation of that funding package, the project has been modified to update the cabinets to the current City/MaineDOT Advanced Traffic Control specification, additional structural analysis and mast arm work for signal heads, as well as extensive sidewalk and ramp work associated with newer Americans with Disabilities Act (ADA) requirements.

The resulting project will also provide the state's first hybrid beacon crossing at Lassel Street, replacing an outdated pedestrian-actuated signal. Lastly, this portion of Congress Street will be Transit Priority ready, able to easily accommodate better progression for transit with the small addition of an add-on to the City's traffic signal communications system.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This project will improve the coordination, timing and efficiency of the dated traffic signals in the project area.

Significant ADA improvements will be made for safer pedestrian access, and the project will be ready for advanced transit accommodations.

V. FINANCIAL IMPACT

The City is obligated to pay 61% of the awarded project cost, or \$875,888.65, and the cost for this project is shared among existing capital accounts that have been encumbered. Although higher than some match agreements, the work at this location will also reduce ADA costs associated with a pending paving project along this same segment of Congress Street, making project delivery and associated costs with that effort less. The Fiscal Impact Note is enclosed.

VI. STAFF ANALYSIS AND BACKGROUND

This project has already been awarded to Moulison Electrical, and contracts are now in the process of being finalized.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject Two-Party Partnership Agreement to provide additional PACTS funding to this effort.

VIII. LIST ATTACHMENTS

1. Order re Modification 3 of MDOT PACTS Congress Street Traffic Signals 6.7.2021
2. Congress Street Mod 3
3. Congress_St_SignalUpgrades_map (2)
4. Fiscal Impact Note WIN 01884 05-24-21

Prepared by:

Melissa Graffam (Jeremiah Bartlett)

Date: 6/8/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING MODIFICATION THREE TO THE AGREEMENT BETWEEN
PORTLAND AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: CONGRESS STREET TRAFFIC SIGNALS**

ORDERED, that the Modification Three to the three-party agreement between the Maine Department of Transportation and the City of Portland to construct improvements to the Congress Street Traffic Signals with State Work Identification Number 018664.00 is hereby approved in substantially the form attached hereto; and

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

**MaineDOT***MaineDOT use only*AMS ID: 20161011000000000190CSN: 36622PROGRAM: Multimodal

MAINE DEPARTMENT OF TRANSPORTATION
Modification 3 to a Locally Administered Project Agreement
 With the
City of Portland
 Regarding
Advanced Traffic Management System on Congress Street

*MaineDOT Use Only*Modified Agreement Amount: \$1,431,638.65Federal Authorization Date: 01/04/2016Federal Funds: \$540,750.00Federal Project #: STP-1866(400)State Funds: \$15,000.00MaineDOT WIN: 018664.00Local Funds: \$875,888.65Portland Vendor ID: VC1000073476Agreement Begin Date: 10/06/2016Portland DUNS Number: 07-174-780Modified End Date: 12/31/2022CFDA #: 20.205

Modification 3 amends an Agreement for a project consisting of traffic signal upgrades on Congress Street in Portland that took effect October 6, 2016. This modification increases the Agreement by \$383,638.65, consisting of additional contributions of \$127,800.00 from PACTS and \$255,838.65 from Portland to meet the lowest construction bid, as set out below.

ARTICLE 2. PROJECT FINANCES

- ☐ Section 2A UPSET LIMIT shall be modified to read as follows: The current estimated cost of the Project is **\$1,431,638.65** (Project Cost), to be shared as set out below.

Preliminary Engineering and Right of Way, CSN 36622

Local		Federal		Total
25%	\$34,596.45	75%	\$103,789.35	\$138,385.80

Construction, CSN

Local		Federal		State		Total
67.87%	\$820,042.20	30.89%	\$373,210.65	1.24%	\$15,000.00	\$1,208,252.85

Construction Engineering, CSN 36622

Local		Federal		Total
25%	\$21,250.00	75%	\$63,750.00	\$85,000.00

- ☐ Section 2B MAINEDOT SHARE shall be modified to read as follows:
- In the preliminary engineering, right of way and construction engineering stages of the Project, MaineDOT will contribute federal money programmed by PACTS at the rate of **75 percent**, up to a maximum of **\$167,539.35**.

- In the construction stage, MaineDOT will contribute federal funding programmed by PACTS at the approximate rate of **30.89 percent**, up to a maximum of **\$373,210.65**. Additionally, MaineDOT will contribute state funds to the construction stage of the Project at the approximate rate of 1.24 percent, up to **\$15,000.00**.

☐ Section 2C LOCAL SHARE shall be modified to read as follows:

- In the preliminary engineering, right of way and construction engineering stages, the City shall share in federally participating costs at the rate of **25 percent**, for an estimated contribution of **\$55,846.45**.
- In the construction stage, the City shall share in federally participating costs at the approximate rate of **67.87 percent**, for an estimated contribution of **\$820,042.20**.
- Additionally, the City shall be fully responsible for the following:
 - Costs exceeding the total of this Agreement, as shown in Section 2A above; and
 - Costs incurred before the original execution date of this Agreement.

All other terms and conditions of the original Agreement shall remain in effect without a gap. **MaineDOT** and the **City of Portland**, by their duly authorized representatives, have executed this modification to the original Agreement on the date last signed below.

City of Portland

Maine Department of Transportation

By: _____
Jon P. Jennings, City Manager *

By: _____
Richard J. Crawford, P.E., Director *
Bureau of Project Development

Date: _____

Date: _____

** I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9502, et seq. – that the signature, if electronic: (a) is intended to have the same force as a manual signature, (b) is unique to me, (c) is capable of verification, (d) is under my sole control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*



Darryl Belz, P.E.
MPO Engineer
Bureau of Planning
Maine Department of Transportation
16 State House Station
Child Street
Augusta, Maine 04433-0016

May 6, 2021

Re: TIP Modifications for WIN 18664.00

Dear Darryl,

On April 27, 2021, the PACTS Executive Board approved the transfer of funds from PACTS Holding WIN to WIN 18664.00 – Portland, Congress Street Signal Project. PACTS Executive Board agreed to fund up to 20% of the original available construction funding, which is \$170,400. The PACTS federal funds to transfer will be 75% of that amount. Further project details have been provided below.

Funding Change

WIN Number	Project Title	Project Description	Current Funding	Additional PACTS Federal Funding	Additional Local Funding	Total Funding
18664.00	Portland, Congress Street	Install/Replace Traffic Signals	\$1,048,000	\$127,800	\$255,838.65	\$1,431,638.65

Please let me know if you have any additional questions.

Best regards,

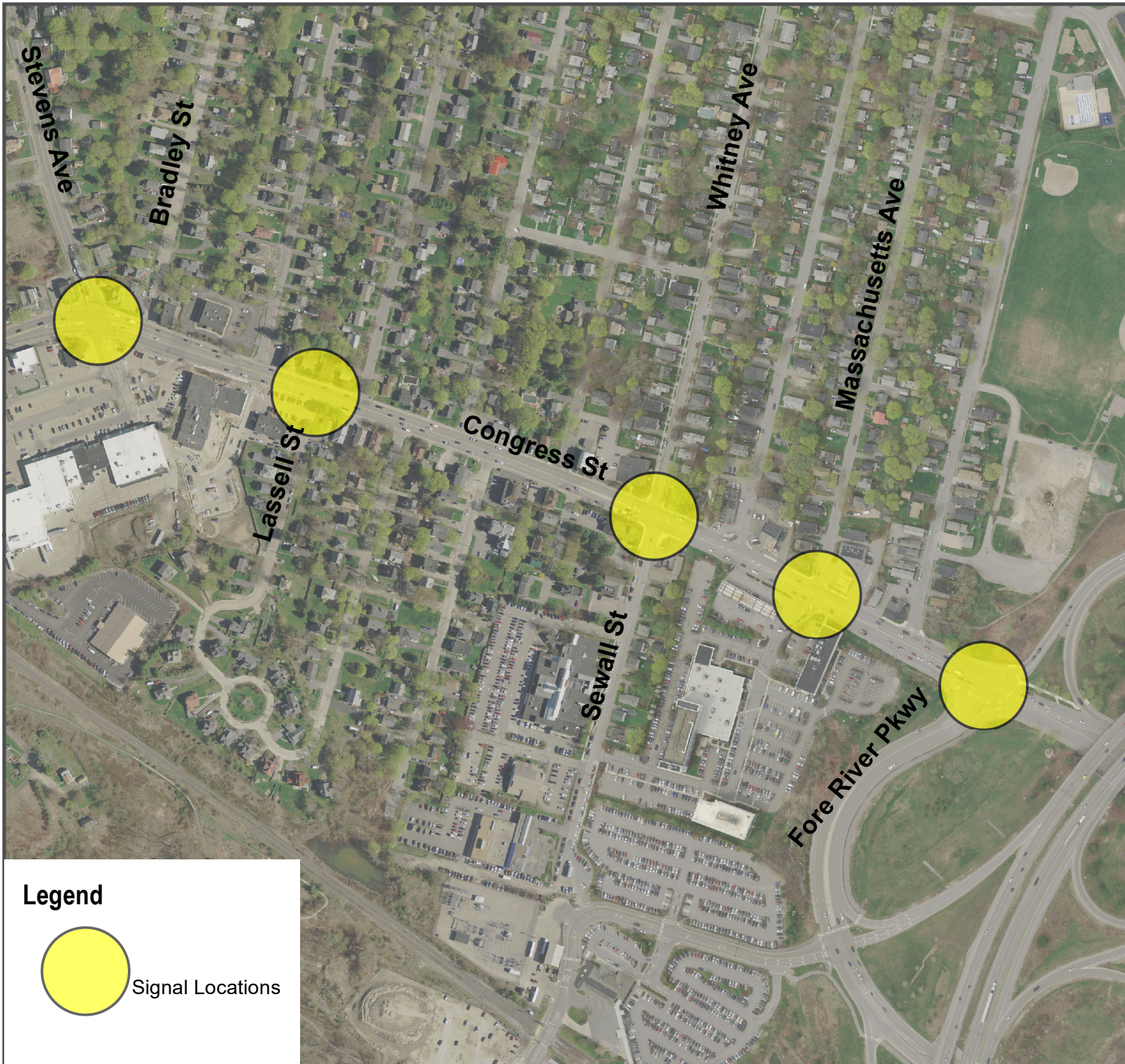
DocuSigned by:

Elizabeth Roberts

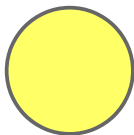
FBF6DDDD7DD6444D...

Elizabeth Roberts, P.E.
Transportation Engineer

CC: Chris Chop
Jeremiah Bartlett
Brian Keezer
Harold Spetla



Legend



Signal Locations



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS

212 CANCO RD, SUITE B,
PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

CONGRESS STREET SIGNAL UPGRADES

STEVENS AVENUE TO
FORE RIVER PARKWAY

December 2018



1 inch = 375 feet

0 125 250 500 Feet

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$65,692		\$65,692		\$65,692
LESS: TOTAL NEW ITEM ANNUAL REVENUES						
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$65,692	\$65,692	\$65,692	\$65,692	\$65,692	\$65,692
New Program Impact to the Mil Rate	\$0.0083	\$0.0083	\$0.0083	\$0.0083	\$0.0083	\$0.0083
New Program % Impact on Mil Rate	0.0733%	0.0370%	0.0733%	0.0370%	0.0733%	0.0370%
Mil Rate Including New Program	\$11.3483	\$22.4883	\$11.3483	\$22.4883	\$11.3483	\$22.4883

Notes: The new item will begin on July 1, 2019 and will increase annual expenditures by \$75,000 per year with offsetting revenue of \$10,000 per year. Additionally the program will have startup expenses of \$20,000 in year 1 only.

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO ZONING MAP
RE: B-1 TO B-2B FOR JEFFREY CURRAN AT 163 WASHINGTON AVENUE**

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

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment and specifically rezoning property in an B-1 Zone to a B-2b Community Business Zone at 163 Washington Avenue as shown in the outlined and labeled area in the map attached hereto as Exhibit A.



ROS

B1b

EXHIBIT A

B1

R6

Proposed B2b

B1

R6

B2b

PLANNING BOARD REPORT TO THE CITY COUNCIL PORTLAND, MAINE



Zoning Map Amendment for 163 Washington Avenue
ZN-000540-2019
Jeffrey Curran, Newsclapes, Inc., Applicant

Submitted to: Mayor Snyder & City Council	Prepared by: Shukria Wiar, Planner
First Reading: June 7, 2021	Date: May 27, 2021
Second Reading: June 21, 2021	

I. INTRODUCTION

The owner of 163 Washington Avenue is seeking an amendment of the City's zoning map in order to allow him to operate a brewery and tasting room on property currently occupied by a two-story, two-family residence. Specifically, the Applicant is requesting that the zoning for 163 Washington Avenue be changed from its current zone, B-1 (where breweries/tasting rooms are not currently permitted), to B-2b (where they are). As will be outlined more fully below, after several public proceedings relating to the map amendment application, the Planning Board voted unanimously **against** the proposed zoning change. In spite of the Planning Board's decision, the Applicant has opted to pursue his request and now seeks Council consideration and approval of a map amendment. Below is a summary of the application, review, deliberations, and Board decision.

163 Washington Avenue is located on the easterly side of Washington Avenue between East Cove Street and the I-295 interchange in the East Bayside neighborhood within the B-1 Neighborhood Business zone. The 5,660 square foot site (CBL 012 Foo8001) is owned by the applicant and is currently occupied by a two-story, two-family residence. The zoning map amendment would change the zoning on the site from B-1 Neighborhood Business to B-2b Community Business, which would allow the applicant to convert the first floor of the existing building at 163 Washington Avenue into a brewery with a tasting area. Again, breweries with tasting areas are not currently a permitted use in the B-1 zone.



Figure 1 - Aerial view of 163 Washington Avenue

The application was reviewed by the Planning Board at one workshop on September 8, 2020, as well as at public hearings

on January 26 and April 13, 2021. The applicant held the required neighborhood meeting on December 10, 2020. Discussion of the proposal by the Planning Board at the September 8, 2020 workshop included concerns about redrawing the zone boundaries in the manner proposed by the applicant. However, the Board did request that Planning staff explore with the applicant whether a text amendment – aimed at retaining the current zone delineations but amending the permitted uses in the B-1 to include “brewery with tasting room” – might better facilitate the desired use in lieu of the applicant’s original map amendment request. In coordination with the applicant, staff developed a text amendment to help facilitate the brewery/distillery use under the low-impact industrial use category in the B-1 zone. The proposed text amendments were presented in a public hearing on January 26, 2021. At the public hearing, the applicant informed the Planning Board that he preferred to rezone his property from B-1 to B-2b, rather than pursue the text amendment to the B-1 zone. Upon hearing this, the Board decided to table the item to allow the applicant to work with Planning staff on an updated version of the original map amendment proposal, which was done and brought forward in a public hearing on April 13, 2021.

Owner/ Applicant: Jeffrey Curran, Newsclapes, Inc.

Applicant Rep: Marshall Tinkle, Esq., Thompson, MacColl & Bass, LLC

II. PROPOSED MAP AMENDMENT

Current Zoning:	B-1 Neighborhood Business
Proposed Zoning:	B-2b Community Business
Current Uses at Site:	Two Family Residential
Proposed Uses at Site:	Mixed Use (ground-floor brewery and upper floor residential)
Total Parcel Area:	± 5,660 SF
Area to be Rezoned:	± 5,660 SF

III. BACKGROUND

A. *Location of the Proposed Site:*

163 Washington Avenue, is an irregularly shaped lot owned by the applicant, and has approximately 40 feet of frontage on Washington Avenue with a depth of 103 feet. The site is currently occupied by an approximately 1,900 square foot, two-story, residential building located on the eastern half of the site. The remainder of the site is dedicated to the property’s front yard, which is generally utilized as parking. According to the City Assessor’s records the existing building was constructed in 1890.



Figure 2: Existing 163 Washington Avenue – Street View

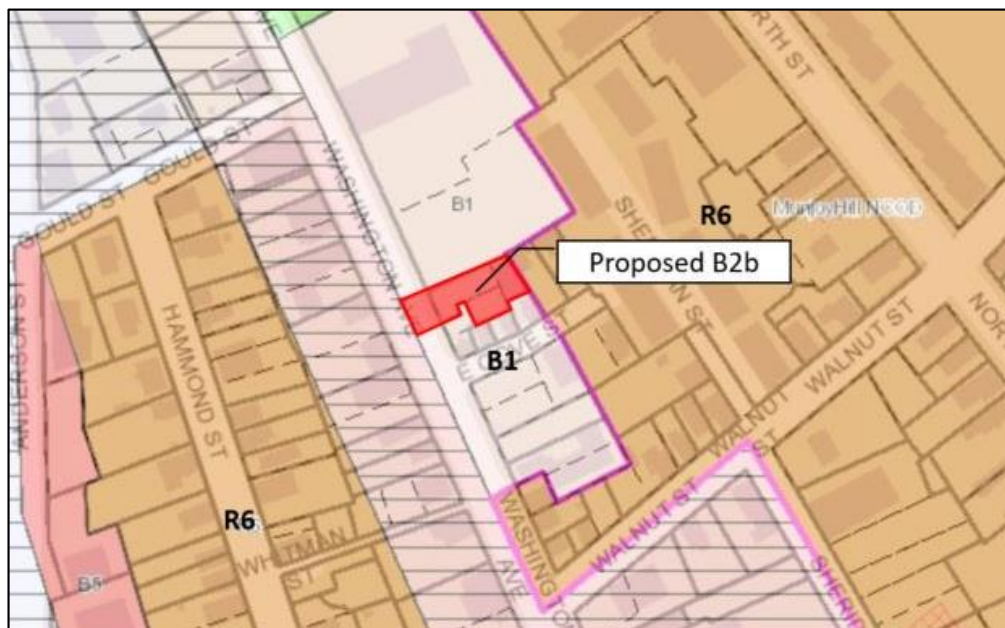


Figure 3: Aerial view of 163 Washington Avenue (Outlined in red)

The surrounding area consists of a variety of uses, building types, and scales. Washington Avenue bifurcates the neighborhood and runs from Congress Street to the I-295 interchange on-peninsula and is identified as a priority corridor in the City's Comprehensive Plan, Portland 2030. Washington Avenue contains single family, two-family, and multi-family residential buildings, and a wide range of non-residential uses typical of the evolving East Bayside neighborhood, such as restaurants, retail, offices, a redemption center, and light industrial uses, including breweries and artist studios.

The property itself is zoned B-1. As depicted on the map above, it is surrounded by other properties zoned B-1 as well as properties zoned R6. As such, it is surrounded on two sides by mostly single and two-family residential buildings. Most of the immediately adjacent housing is of a scale characteristic of the city's East End. Nearby commercial uses in this section include the Northern Burner Supply building (185 Washington Avenue), bicycle shop-Portland Gear Hub (155 Washington Avenue), and the newly constructed bathhouse (145 Washington Avenue). A B-2b zone lies across Washington Avenue and extends east towards Congress Street. The B-2b zone includes restaurants, retail, office, and residential uses including some large multi-family housing such as the Avesta-operated Thomas Heights Apartments at 134 Washington Avenue, a four-story, 18-unit building housing a veteran population. Higher intensity light-industrial buildings such as breweries and distilleries are concentrated along the eastern half of Washington Avenue on the blocks closer to Congress Street, predominantly zoned B-4. The area north and northwest of the site is mapped with Recreation and Open Space (ROS) and B-1b zones, respectively. An R-6 zone abuts the property to the east and extends down Walnut Street and a portion of Washington Avenue south of the site.

B-1 Zone: The subject block, including the applicant's property was rezoned from R-6 to B-1 in 2015. At that time, the City Council approved the extension of the B-1 zone along the east side

Figure 4, Aerial view of Washington Avenue

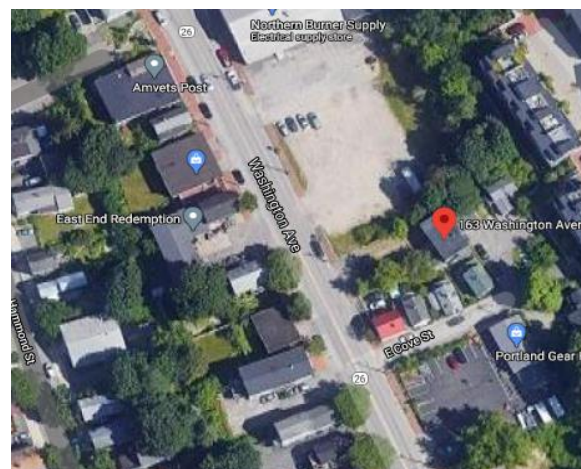
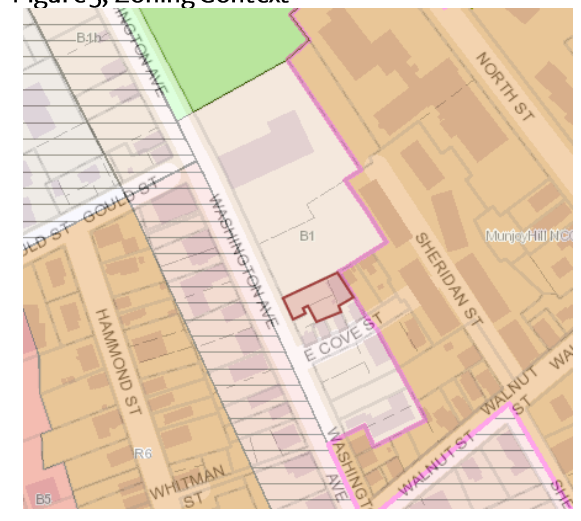


Figure 5, Zoning Context



of Washington Avenue from the intersection of Washington Avenue and Walnut Street (with the exception of the first three lots) to the Recreation and Open Space (ROS) zone near the I-295 on-ramp at exit 5. As a result of that rezoning, two projects have been approved for two of these lots, one of which was recently completed at 145 Washington Avenue and consists of a mixed-use residential and commercial development.

The original application, in 2014, had been for B-2b, but the Planning Board, with the applicant's agreement, ultimately voted to recommend a zoning map amendment from R-6 to B-1 to the City Council. The choice of B-1 over B-2b was driven by the range of allowable uses and development intensity permitted by the former over the latter. Both B-1 and B-2 permit medium-level residential and neighborhood-scale commercial uses by right, but the uses allowed by the B-1 zone facilitate commercial development at a smaller scale than B-2b. At the time, the Board also felt that the B-1 zone was the more contextual choice of zone for this specific section of the street, due in part to the abutting smaller scale residential development along Walnut Street, East Cove Street, and Sheridan Street. The rezoning was approved by the City Council in January of 2015.

B-1b Zone: The B-1b zone extends along the western side of Washington Avenue between Gould Street and the I-295 ramp at Tukey's Bridge. This area is comprised of single and multi-family residential development. Some residential uses are permitted, if permitted in the adjacent or nearest residential zone. In other cases, permitted if located above first floor commercial, or on first floor where a minimum depth of 25 ft. along the principal frontage is maintained for commercial use. In this case, the nearest residential zone is R-6 Residential. In any structure with commercial use on the first floor, multifamily dwellings are permitted above the first floor.

B-2b and R-6: The western side from Gould Street and eastern side of Washington Avenue is a mix of R-6 Residential and B-2b Community Business. Surrounding non-residential uses include the Oil Burner Supply Company across Washington Avenue, facing Gould Street. In the B-2b zone, surrounding uses include the AM- VET VFW Post, a screen-printing business and the East End Redemption Center. Single and multi-family residential dwellings are interspersed throughout the area.

ROS: Further down Washington Avenue is City owned property, which is part of the Eastern Promenade parkland and is zoned ROS- Resource Open Space.

IV. PROPOSED CONCEPTUAL DEVELOPMENT

The applicant seeks this map amendment to allow for the conversion of the first-floor in the building at 163 Washington Avenue into a brewery with a tasting area. The applicant previously operated a nonconforming brewery at this location before business operations ceased due to a notice of violation issued by the City for operating a use not permitted in the B-1 zone. While the applicant has not submitted any conceptual site plan materials, the proposed future use at the subject property would be required to meet City site plan, technical, and design standards. In addition, the applicant would be required to meet any applicable City licensing requirements.

V. ZONING ANALYSIS

The existing B-1 zone is intended to "provide limited areas for the location of small-scale commercial establishments... [which are] complimentary, quiet, and generally do not disturb the comfort and enjoyment of the adjoining neighborhood" (*Table 5-D*). It should be noted that the B-1 business zone explicitly encourages mixed-use buildings which allow for commercial development and high residential density. B-2b likewise encourages neighborhood and community retail, and business and service establishments. The stated purpose of the B-2b zone shares some characteristics with the existing zoning. Table 1 compares the purposes of the two zones as written in the ordinance.

Table – 1 Mixed-Use Zone Purpose Statements

B-1	To provide limited areas for the location of small-scale commercial establishments intended to serve a local market. Uses that are complimentary, quiet, and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment are encouraged, and should be designed for the pedestrian scale and to provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. This zone encourages mixed-use buildings, such as commercial first floor with residential uses above or combined retail/office uses in a multi-story structure. The zone also provides the opportunity for high residential density. Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses.
B-2b	To provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists or where a neighborhood-compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood-oriented building pattern. The B-2b should provide locations for moderate to high-density housing in urban neighborhoods along arterials.

Permitted Uses

The applicant's proposed brewery use, is prohibited in the B-1 zone. For this reason, the applicant applied to rezone the property to the B-2b zone, which allows a broader range of commercial uses, such as retail and restaurant uses, as well as low-impact industrial uses including distilleries, and breweries by right. The change from B-1 to B-2b would allow low-impact industrial uses such as a brewery/distillery uses up to 10,000 square feet. There are other significant differences in permitted uses, including some that overlap with the B-1, but allowed at a larger scale in the B-2b, such as, larger scale retail, more permissive lodging house standards, and larger scale places of assembly. The B-2b also permits or conditionally permits a number of uses not allowed at all in the B-1, such as car washes, warehousing, dairies, hotels, extended care facilities, drive-throughs associated with a permitted use adjacent to residential zones, and automobile dealerships, as well as marijuana retail and auto repair services, as conditional uses. The B-2b zone does not require that residential uses be located on the upper stories within this zone, however, in any structure that has commercial uses in the first floor, multi-family dwellings are permitted above the first floor. Residential uses and the potential to create new housing is comparable in both the existing and applied for zone, with the significant differences between them resting with the diversity and scale of commercial uses.

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

		B-1/B-1b	B-2/B-2b/ B-2c	B-3/B-3b/ B-3c ¹¹	B-4	B-5/ B-5b	B-6	B-7	Use Standards
Residential	Single-family dwellings	●	●	●		●	●	●	
	Two-family dwellings	●	●	●		●	●	●	
	Multi-family dwellings	● ¹	●	●		●	●	●	
	Congregate care facilities			●					
	Handicapped family units			●		●	●	●	
	Combined living/working spaces	●	●	●		●	●	●	
	Lodging houses	● ²	●	●	●	●		●	6.4.9
	Clinics	● ²	●	●		●		●	
	Cultural facilities			●		●	●	●	
	Elementary, middle, and secondary schools	● ²	●	●		●	●	●	
Institutional	Emergency shelters			○	○	○			6.5.6(B)
	Governmental uses	● ²	●	●	●	●		●	
	Intermediate care facilities		●	●					
	Long-term and extended care facilities		●						
	Places of assembly (< 10,000 SF)	● ²	●	●	●	●	●	●	

Commercial/Service	Places of assembly (> 10,000 SF)	●	●	●	●	●	●	
	Preschool facilities	● ²	●	●	●	●	●	
	Post-secondary schools		●	●	●	●	●	
	Adult business establishments	● ³	● ³					6.4.2
	Auto, boat, and related dealerships	○		●				6.5.6(A)
	Auto service stations	○ ⁴		●	●			6.5.6(A)
	Bars	● ⁵	● ⁵	●	●	●	●	6.4.3
	Bed and breakfasts	●	●	●			●	6.4.4
	Exhibition, meeting, and convention halls		●		●	○	●	
	Funeral homes		●	●				
	General offices (<5,000 SF)	● ²	●	●	●	●	●	6.4.6
	General offices (>5,000 SF)		●	●	●	●	●	
	General services (<5,000 SF)	● ²	●	●	●	●	●	6.4.6
	General services (>5,000 SF)		●	●	●	●	●	
	Hostels	●	●		●		●	6.4.6, 6.4.8
	Hotels		●	●	●	● ¹³	●	
	Marijuana retail store	●/○ ⁶	●	●			●	6.4.10
	Recreation and amusement centers			●	●		●	
	Registered marijuana dispensary	●/○ ⁶	●	●			●	6.4.10
	Restaurants	● ²	●	●	●	●	●	6.4.3, 6.4.6
	Retail (< 5,000 SF)	● ²	●	●	●	●	●	6.4.6, 6.4.15
	Retail (5,000 – 25,000 SF)		●	●	●	●	●	6.4.15

TABLE 6-C (CONT.): PERMITTED AND CONDITIONAL USES IN MIXED USE ZONES

	B-1/B-1b	B-2/B-2b/ B-2c	B-3/B-3b/ B-3c ¹¹	B-4	B-5/ B-5b	B-6	B-7	Use Standards
Retail (>25,000 SF)		●	●	●	●	●	●	6.4.15
Small-scale marijuana caregiver		●	●	●			●	6.4.10
Theaters and performance halls		●	●	●	●	●	●	
Veterinary services		●		●			●	
Communication studios		●	●	●	●	●	●	
Dairies		● ⁷		●				
High-tech manufacturing							○	6.5.6(D)
Intermodal transportation facilities					●	●	●	
Laboratory and research facilities		○		●		○	●	6.5.6(E)
Low-impact industrial (<10,000 SF)		● ⁸	○	●	●	●	● ⁸	6.5.6(E)
Low-impact industrial (>10,000 SF)		● ⁸		●	○			
Marijuana testing facilities				●				
Marijuana manufacturing facilities				●				6.4.10
Marijuana cultivation facilities (<7,000 SF plant canopy)				●				
Printing and publishing		○ ⁹	●	●	●	●	○	
Repair services		●	●	●	●	●	●	
Studios for artists and craftspeople	● ²	●	●	●	●	●	●	
Towlots				●				6.4.17
Warehousing, storage, and distribution		○ ¹⁰	○ ¹⁰	●	● ¹⁰	○ ^{10, 14}	○ ^{10, 14}	6.5.6(E)
Marine uses					●	●		6.4.11
Correctional pre-release facilities				●				6.4.7
Off-street parking			●/○ ¹²		●	○	○	6.5.6(H)
Parks and open spaces	●	●	●	●	●	●	●	

Solar energy system (minor)	●	●	●	●	●	●	●	6.4.16
Solar energy system (major)				○				
Utility substations	●	●	○	●	●	●	○	6.5.6(L)
Wind energy system (minor)		○	○	○	○	○	○	6.4.18

Dimensional Requirements and Form

Lastly, the two zones vary slightly in terms of the form of building that is promoted through the dimensional requirements, with the B-2b allowing a maximum building height of 45 feet (50 feet if the first floor is partially or wholly occupied by a commercial use), whereas the maximum building height in the B-1 zone on-peninsula is 45 feet. Both the B-1 and B-2b zones allow the same lot area per dwelling unit (435 SF). Since the dimensional standards are similar in both zones, both the B-1 and B-2b zones support the city's desire for high density mixed-use development in this location.

TABLE 7-E: MIXED-USE ZONE DIMENSIONAL STANDARDS

		B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3b/B-3c	B-4	B-5/B-5b	B-6	B-7
Lot area (min.)	School	20,000 SF						
	Place of assembly	10,000 SF			10,000 SF			
Lot area per dwelling unit (min.)	On-peninsula	435 SF	435 SF					
	Off-peninsula	1,000 SF	1,000 SF, except 435 SF if active street frontage ³					
Lot area per rooming unit (min.)	On-peninsula	150 SF	150 SF					
	Off-peninsula	350 SF	350 SF					
Street frontage (min.)		20 ft.	20 ft.	15 ft.	60 ft.			
Front setback (from all street frontages) (max.)		10 ft., or the average front yard depth of nearest developed lots if < 10 ft.	10 ft.	5 ft.	20 ft.	None, except 10 ft. in B-5b	10 ft. ⁷	10 ft.
Rear setback (min.)	Principal	None, except 10 ft. if abutting a residential zone	10 ft.		20 ft.			
	Accessory	None, except 5 ft. if abutting a residential zone	5 ft.		7 ft.			
Side setback (min.)	Principal	None, except 5 ft. if abutting residential zone	None		10 ft.			
	Accessory		5 ft.		5 ft.			
Stepbacks (above 35 ft. when property line abuts a residential zone) (min.)		Side: 10 ft.	Side: 5 ft.					
		Rear: 15 ft.	Rear: 15 ft.					
Structure height (max.)	On-Peninsula: 45 ft., except 50 ft. along Congress Street if commercial first floor and residential above ²	B45 ft., except: 50 ft. if first floor is in commercial use and 65 ft. in B-2 and B-2c on lots >5 ac. if required side and rear setbacks are increased by 1 foot for each foot of height over 45 ft.	See Downtown Height Overlay Map	B-4 65 ft.		B-5/B-5b 65 ft., except in B-5b along W. Commercial St. south of Danforth St. ⁵ and 120 ft. on Thompson's Point ⁶	B-6 65 ft. or as otherwise governed by the B-6 Building Height Overlay Map	
	Off-Peninsula: 35 ft.							

VI. POLICY ANALYSIS

As the Council is aware, Maine law requires that zoning enactments and amendments, to be valid, must be “pursuant to and consistent with [the municipal] comprehensive plan.” 30-A M.R.S. 4352. Zoning is “consistent” with a comprehensive plan when it is “in basic harmony” with some (though not necessarily all) portion of it. The applicant has submitted a comprehensive plan analysis (refer to Attachment D). The applicant argues that the proposed zone change will meet numerous goals of the city’s comprehensive plan, most particularly those of the city’s land use framework outlined in the, *Future Land Use* section.

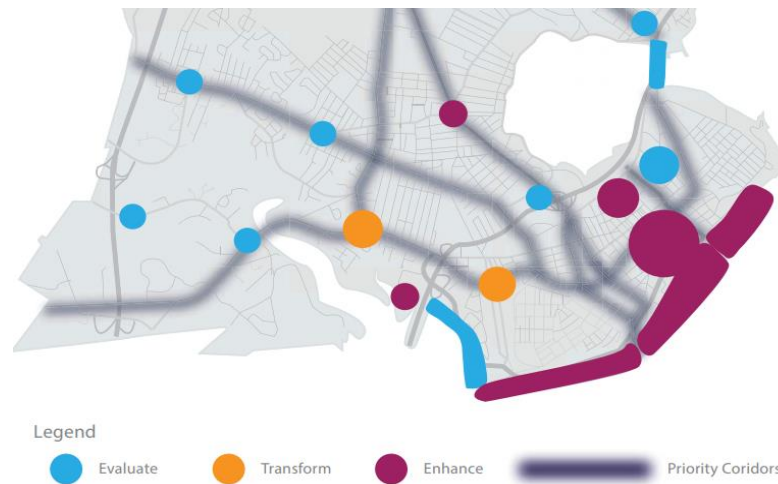
First, the applicant argues that proposed zone change and, by extension, allowing the applicant’s operation of a brewery and tasting room would advance the city’s vision for *One Portland*, “where the form and characteristics of neighborhoods vary, but the city functions as a cohesive whole.” The applicant also cites objectives outlined under *Complete neighborhoods* by adaptively reusing an existing home for a brewery use, the zone change would allow the city to actualize the stated goal of establishing complete neighborhoods that provide access to the basic necessities of daily life. They further elaborate that the existing home located at 163 Washington Avenue “is much part of this neighborhood it’s been here for more than 100 years.” The applicant also cites objectives from the *Future Land Use* section related to *Supporting Our Waterfront* writing that the proposed brewery use will provide food and drink opportunities particularly for fishermen working on the waterfront. The applicant also quotes the objective regarding “Connecting the chain: connecting and strengthening our open space and transportation network,” writing that “Newscapes brewing would be the second new business along with Portland Gear Hub to help rejuvenate this stretch of Washington Avenue.”

In conducting its review of the application, Staff did not find all of the applicant’s arguments regarding consistency with the comprehensive plan persuasive. However, Staff did identify a number of objectives outlined in Portland’s Plan 2030 that might support the requested re-zoning. Those sections include the Plan’s stated desire to support local business retention (Portland’s Plan Economy Policy Guide, Future Strategy #2: *Pursue policies that create, nurture, and retain local businesses.*), and its emphasis on priority nodes and corridors to support future growth (Future Land Use Chapter, Priority Nodes & Corridors map, and referenced in the text in multiple sections). The Plan also highlights the importance of livability and improving quality of life in neighborhoods, contextual development, and sensitivity to neighborhood context in the Vision Statement, which emphasizes the uniqueness of neighborhoods (pg. 6); Executive Summary, which discusses improving livability while retaining the key characteristics that make neighborhoods unique (p. 3); and Future Land Use, which states that the form and characteristics of neighborhoods vary, (pg. 79), for example.



Portland’s plan for Future Land Use places emphasis on areas most important to its growth over the next ten years. It contains three maps including a map of identified corridors and nodes that are poised to accommodate additional growth. Washington Avenue is identified as a “priority corridor”, prioritized for their potential to support future growth, and their need for evaluation. The comprehensive plan does not purport to prescribe or limit how these policy objectives are to be achieved. It does not, for example, mandate that efforts to “support future growth” must only be accomplished by zoning “priority corridors” B-1 rather than B-2b. The Comprehensive Plan’s flexibility in this regard is consistent both with the purpose of Comprehensive Plans and with the similar (though not identical) purposes of the City’s B-1 and B-2b zones.

Because either zone might accomplish multiple broad policy objectives outlined in the Plan, the decision as to whether B-1 or B-2b is the better zone for this area is largely discretionary and necessarily depends on consideration of all relevant factors as well as a weighing of how best to prioritize them. In its report to the Planning Board, Staff recommended that the proposed zone change be adopted and recommended, but did note potential concerns with the higher intensity uses permitted in the B-2b zone being immediately adjacent to the residential context.



Priority Nodes and Corridors map from City of Portland's comprehensive plan

VII. PUBLIC COMMENT/NEIGHBORHOOD MEETING

The applicant held the required neighborhood meeting on December 10, 2020. 13 members of the public attended.

Over the course of the review, the Planning Board received numerous public comments as well as a signed petition from the neighborhood in opposition of the proposed zone change. In general, many of the questions and concerns expressed focused on issues regarding the intensity of uses permitted by the B-2b zone compared to the existing B-1 zone; impacts of a brewery operating closely to existing residential buildings, including concerns such as, noise, light pollution, screening, and hours of operation; Adjacent property owners also expressed concerns related to traffic and parking generation.

Lastly, residents voiced support for business development and expressed that businesses consistent with the existing B-1 zoning are appropriate and welcomed.

It should be noted that there were also comments in support of the proposed zone change, citing Washington Avenue as a mixed-use corridor.

VIII. PLANNING BOARD DELIBERATION AND RECOMMENDATION

While the proposal addresses the above components of the Comprehensive Plan as a mixed use development along a priority corridor, the Planning Board found that the proposed map amendment was not sufficiently consistent with the City's Comprehensive Plan in a number of respects. First, the Planning Board concluded that the re-zoning did not adequately advance the City's goals of contextual development or serve to maintain and enhance the uniqueness of neighborhoods. Additionally, after hearing public comment, and after their own deliberations, the Planning Board expressed a concern that rezoning the proposed parcel to B-2b was not appropriate due to the higher intensity uses permitted in that zone being incompatible with the surrounding neighborhood and immediately adjacent residential properties. Though there are a range of scales and uses on Washington Avenue, the Board determined that B-1 was the more appropriate choice for this particular section of the street and would more effectively advance the objectives of the Comprehensive Plan. According to the Board, the B-1 zone is particularly well-suited to this property given the existing small businesses and clusters of intact residential housing along and abutting it, including East Cove Street, Walnut Street, and Sheridan Street. The Board also noted that both the B-1 and B-2b zones allow for high residential densities (435 square feet of lot area per dwelling unit) and have similar dimensional standards that encourage mixed-use development, but that the B-1 is written to encourage relatively smaller scale commercial development that is more compatible with nearby residential uses.

Several Board members also expressed concerns related to potential impacts associated with the change in permitted uses. In that B-2b allows uses that may have the potential for night time activity and concomitant light and noise. The

Board also noted that the majority of existing breweries and distilleries located along Washington Avenue are located east of Walnut Street on the blocks closer to Congress Street such that introducing B-2b uses to this portion of Washington Avenue would be out of context and, therefore, not consistent with the Comprehensive Plan's focus on "contextual development." Lastly the Board noted that the existing B-1 has resulted in recent development in the immediate area including a Bathhouse at 145 Washington Avenue and the conversion of an auto sales shop into a bicycle store at 155 Washington Avenue. Therefore, the Planning Board did not find the proposal necessary to foster growth or to make a compelling case for the change.

Though the Board was not in support of the application, it did acknowledge that the existing list of permitted uses in the B-1 zone may be too limited and expressed general support for allowing limited light-industrial uses, such as breweries up to a maximum square footage, and reiterated support for a future text amendment to the B-1 zone to facilitate the uses the applicant expressed needing at this location. The Board also noted the need for a more holistic evaluation of the zoning for the corridor as a whole as part of the ReCode process.

At the public hearing on April 13, 2021, the Planning Board voted (0-7) to find that the proposed zoning map amendment for 163 Washington Avenue, from the existing B-1 Neighborhood Business zone to the B-2b Community Business zone, was consistent with the Comprehensive Plan for the City of Portland. The Board therefore voted against the application and not to recommend the proposed map amendment to the City Council. The applicant has chosen to proceed to a City Council reading for the City Council's final decision on the zoning map amendment application.

IX. ATTACHMENTS

A. MEMO ATTACHMENT

B. PUBLIC COMMENTS

PC1 Christian MilNeil	04.02.2020
PC2 Ron Gan	02.25.2020
PC2a Ron Gan	09.02.2020
PC3 Ramon and Ruby Anastacio	09.14.2020
PC4 Robert Morse	09.10.2020
PC5 Mary Morse	09.15.2020
PC5 a	09.08.2020
PC6 Page Nichols	10.14.2020
PC7 Petition	
PC8 Robert and Mary Morse	04.05.2021

C. APPLICANT'S ATTACHMENTS

1. Check List
2. Project Description
3. Anne Torregossa 3.17.20 (Cover letter)
C1. Anne Torregossa 4.10.20 (Cover letter)
4. Consistency with Comprehensive Plan
D1. Comprehensive Plan Consistency
5. Deed p.1
E1. Deed p.2

D. PLANS

- Plan 1 163 Washington Ave Vicinity Map
Plan 2 Vicinity Map

CITY OF PORTLAND
Planning & Urban Development Department

MAP AMENDMENT SUBMISSION CHECKLIST Please submit each document as a separate PDF file Please confirm by electronically checking the boxes to the left	
GENERAL APPLICATION DOCUMENTS	
☒	Project Description Cover Letter with detailed project description
☒	Consistency with Comprehensive Plan Analysis of the consistency of the zone change request with the goals, policies and land use plan of Portland's Comprehensive Plan.
☒	Completed Checklist – Map Amendment Application (this document)
☒	Right, Title and Interest Deeds, leases, or purchase and sales agreements
PLANS	
☒	Vicinity Map <i>NA</i>
☒	Proposed Map Amendment (please use the Portland zoning map as a reference)
☒	Site Plan (if applicable) <i>NA</i> Provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries.

NEWSCAPES, INC.
163 Washington Ave.
Portland, ME. 04101

November 22, 2019

Mayor and Members of the City Council

I am excited to apply for a map amendment from the B-1 zone to a B-2 zone. Shown on the included vicinity map, outlined in red. It includes sections of Washington Avenue and East Cove street.

Sincerely,

Jeffrey A. Curran

THOMPSON, MACCOLL & BASS, LLC, P.A.
COUNSELORS AT LAW

EDWARD S. MacCOLL *
MARSHALL J. TINKLE *
JOHN R. BASS, II
OF COUNSEL

* ALSO ADMITTED IN NH & MA

15 MONUMENT SQUARE, 4th Floor
P.O. BOX 447
PORTLAND, MAINE 04112-0447
TELEPHONE (207) 774-7600
FACSIMILE (207) 772-1039

BENJAMIN THOMPSON
(1857-1918)
NATHAN W. THOMPSON
(1895-1969)
BENJAMIN THOMPSON
(1921-2002)

March 17, 2020

Via email

Anne M. Torregrossa, Esq.
Associate Corporation Council
City of Portland
389 Congress Street, Room 211
Portland, Maine 04101

RE: Newsclapes Brewing – Zone change application

Dear Anne:

I am writing in response to your email of February 28, 2020. Although Newsclapes Brewing has previously addressed all of the City's inquiries in connection with its application for a zoning amendment in 2019 (I note that the application passed the completeness check on January 19, 2020), please consider this letter as Newsclapes' supplementation of its 2019 application and of its subsequent submissions to the City. The information you requested is as follows:

1. Project Description: The background to this application has previously been discussed at length. After obtaining all necessary state and federal permits and licenses, and after checking with the City's planning and zoning departments, Newsclapes began operating a brewery at 163 Washington Avenue, which is also the location of the residence of Newsclapes' principal, Jeffrey Curran, in early 2018. However, after applying for a tasting room license in February 2019, Newsclapes was advised by the City for the first time that its brewery was not permitted in the B-1 zone. City officials encouraged Newsclapes to apply for a zoning change in order to resolve the land use issue.

Existing use: In compliance with the City's instructions, the property has not been used as a brewery or for any other commercial purpose since early 2019. It

continues to be used as Mr. Curran's residence, as it has been for the past 17 years.

Proposed use of property: Newsapes proposes to use the property as a brewery, as it was used until early 2019, and also proposes adding a small tasting room. Traffic, parking, olfactory conditions and decibel levels are expected to be no different than in 2018. Newsapes previously had no issues with noise, smell, traffic or parking. The brewery was and will be entirely contained within the building. Startup of the brewery did not entail any new construction in 2018; and no remodeling is anticipated at this time. At some later date, there may be a possible addition of a deck with steps and picnic tables, as outlined on the site plan drawing attached hereto as Exhibit A (previously submitted in February 2019 to Christopher Beaumont, Life Safety Plan Reviewer). Newsapes uses a simple "home-brewing" procedure, involving no industrial equipment. This would be a small-scale, low-impact craft brewery. It would have no adverse impact on abutters or on the general neighborhood.

2. **Survey or Site Plan:** Drawings of the site (as previously submitted to the City) are attached hereto as Exhibit A. A map showing the locus of the proposed zone change, which was previously submitted as part of the application, is attached hereto as Exhibit B.

3. **Comprehensive Plan Consistency:** The proposed zoning map amendment is consistent with the comprehensive plan, applicable regulations, and the character of the surrounding neighborhood for the following reasons. The property is situated in a small block currently designated as "B-1," across from and nearly adjacent to a larger B-2b zone along inner Washington Avenue. The differences between the B-1 and B-2/B-2b zones are relatively minor. A variety of business uses are permitted in the B-1 zone, including beverage dealers, restaurants (with some restrictions), professional and business offices, business services, and retail establishments. The B-2/B-2b zones allow greater flexibility in business uses and specifically permit breweries, distilleries, bakeries and similar establishments.

The latest iteration of Portland's Comprehensive Plan notes with approval that new businesses are appearing on inner Washington Avenue. *See* Portland's Plan 2030 at 39. Applauding the City's entrepreneurial environment, the plan states: "Our food and maker

economies continue to thrive as we explore ways to grow our value-added industries *such as brewing* and distilling, seafood processing, farm-to-table restaurants, and other food producers....” *Id.* at 40. Challenges to face include “a scarcity of office, industrial, and commercial space to meet current demand.” *Id.* Hence, any zoning modification that facilitates brewery entrepreneurship in emerging commercial centers like Washington Avenue actively furthers the comprehensive plan. *See also id* at 39 (“Portland provides a welcoming environment for current and future employers and entrepreneurs both large and small” and its “commercial activity is dynamic and multi-nodal”), 40 (most critical element of City’s future “is tapping the nascent energy of current and future entrepreneurs”), 41 (core economic development focus areas included “growing the economy” and “supporting business”), 42 (manufacture of comestible and value-added products “are an increasingly important part of the local economy”), 43 (local goals include growing employment base and valuing and nurturing Portland-based businesses), 44 (future strategies include supporting and retaining local businesses and evaluating zoning to ensure that employment growth can be supported).

Please see also Newsclapes’ discussion of comprehensive plan compatibility in its initial application and in the letter of Jeffrey Curran to James J. Rather dated December 27, 2019.

4. Neighborhood Meeting: As noted in Mr. Curran’s email to the City dated January 21, 2020, he received an email from the planning department on January 19, 2020 indicating that developments requiring a neighborhood meeting consisted of (1) proposed map amendments that would result in major development, (2) subdivision of five or more units/lots, (3) master development plans, and (4) level III site plans. Because this zone change amendment does not involve a major development, it is our impression that a neighborhood meeting is not required. If this is not the case, please call me at your earliest convenience to discuss what steps need to be taken to hold a neighborhood meeting and why it is necessary.

Anne M. Torregrossa, Esq.
March 17, 2020
Page 4

You have also recommended that Newsapes change its application to request a zone amendment to B-2b instead of B-2. Newsapes will be happy to revise its request, as long as no additional fees are involved and its proposed use will not in any way be prejudiced. The brewery will not have a total floor area of 10,000 square feet or greater. Therefore, it appears that a brewery would be equally permissible in the B-2 and B-2b zones. If you disagree, please advise.

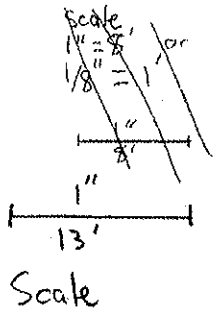
Please let me know if you have any questions or need any further information. Thank you for your consideration.

Sincerely,



Marshall J. Tinkle (MBN 2833)

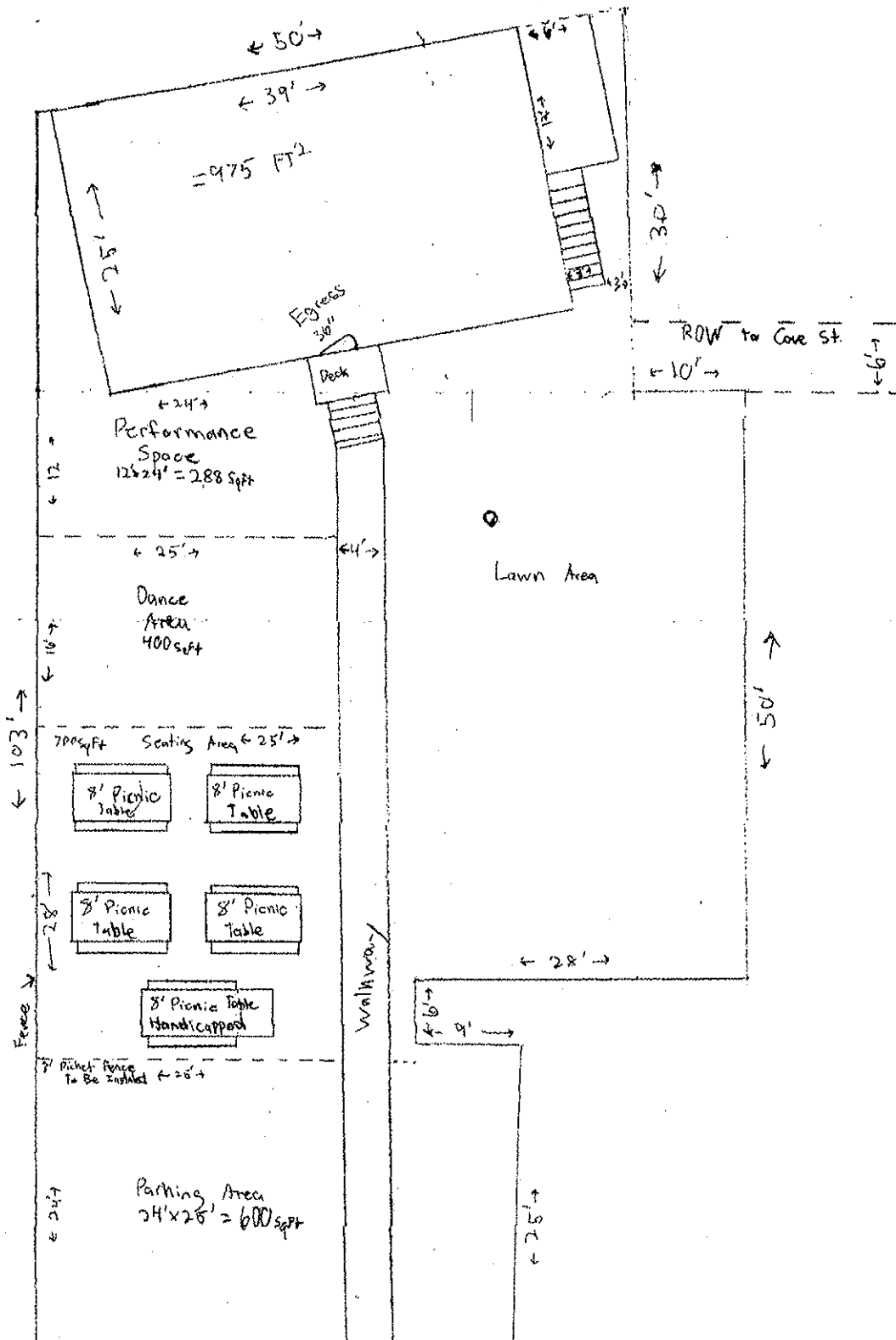
MJT/II
cc: Jeffrey Curran



EXHIBIT

tabbies

A



Washington Ave

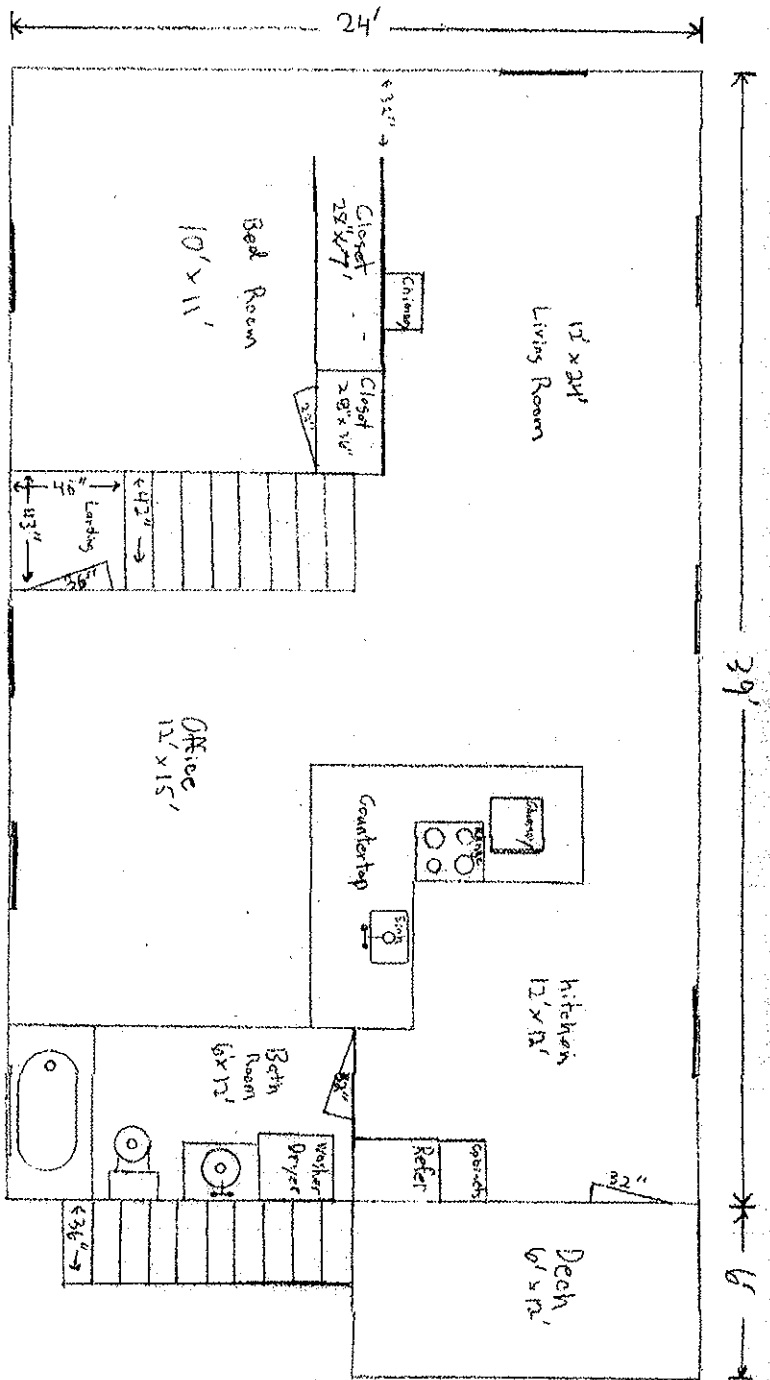


Exhibit C 2nd Floor Plan

1. Occupancy is residential on the 2nd floor

Scale
1" = 4'
1/4" = 1'

Proposed
B-2 Zone

B1

R6

E COLE ST

WHITMAN ST

HAMMOND ST

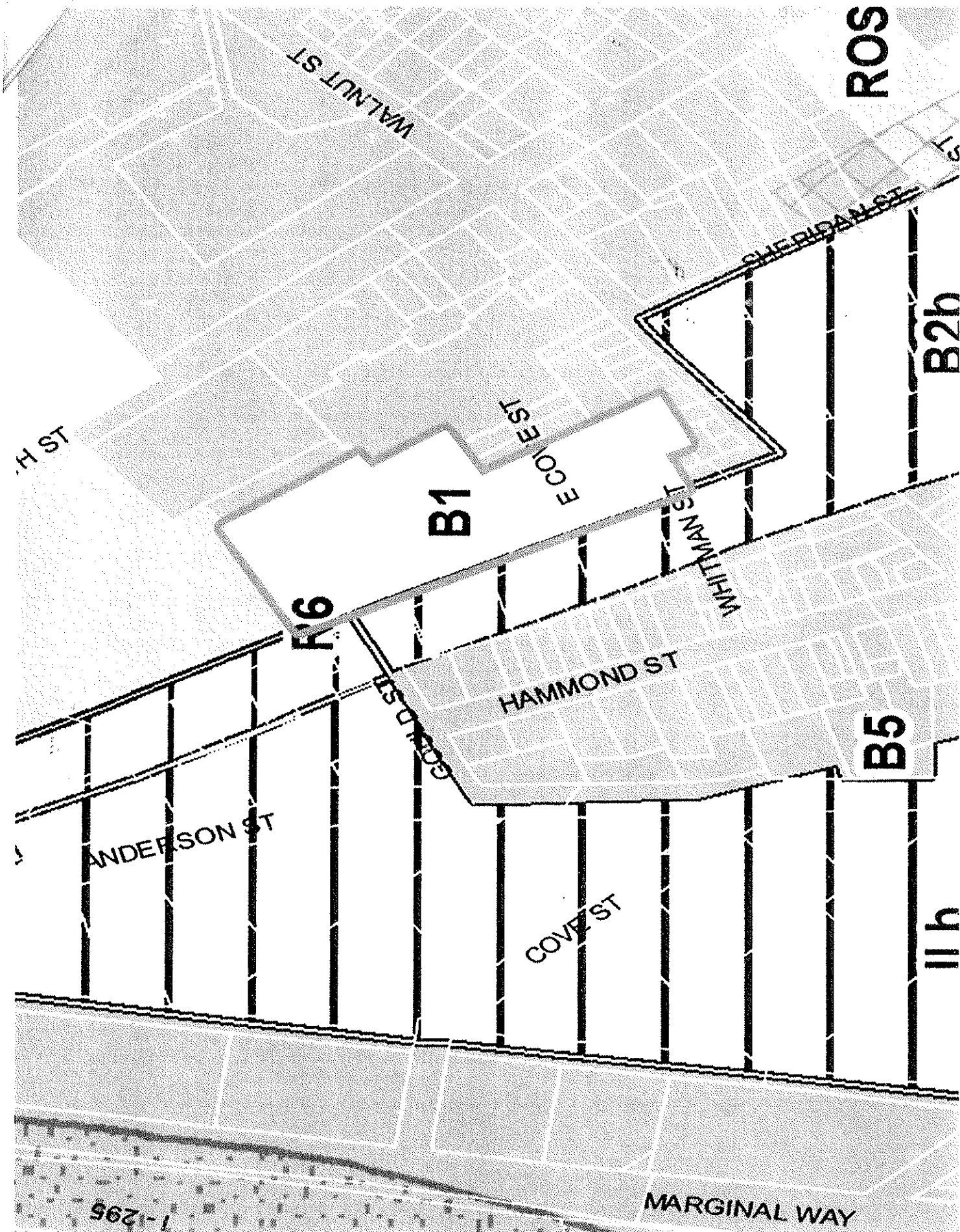
GOLD ST

PERSON ST

ROVE ST

100 200

Scale



1-295

THOMPSON, MACCOLL & BASS, LLC, P.A.
COUNSELORS AT LAW

EDWARD S. MACCOLL *
MARSHALL J. TINKLE *
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BENJAMIN THOMPSON
(1857-1918)
NATHAN W. THOMPSON
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BENJAMIN THOMPSON
(1921-2002)

April 10, 2020
Via email

Anne M. Torregrossa, Esq.
Associate Corporation Council
City of Portland
389 Congress Street, Room 211
Portland, Maine 04101

RE: Newsclapes Brewing – Zone change application

Dear Anne:

In response to your email of April 6, 2020, in which you requested a fuller description of the proposed use of the applicant's property should the rezoning be approved, I'm writing to further supplement Newsclapes Brewing's 2019 zone amendment application, its follow-up submissions to the City, and my letter to you dated March 17, 2020.

Newsclapes proposes to once again use the first floor of the building at 163 Washington Avenue as a small craft brewery. The physical set-up of the brewery will be as shown in the drawings attached to my letter of March 17th. The brewing equipment will consist of a residential stove, a five-gallon stainless-steel pot, a bucket and a keg. No commercial or industrial equipment will be utilized, and no alteration will be made to the building.

The beer or ale produced at the premises will be transported by motor vehicle to restaurants and stores for sale. The beverages will be transported by Newsclapes' employees, though Newsclapes may also work with a distributor. Newsclapes has reason to believe that a number of restaurants and stores are eager to purchase its products. There is an ever-growing demand in the Portland area for locally-crafted beers and ales; and Newsclapes can help fill that demand.

Anne M. Torregrossa, Esq.
April 10, 2020
Page 2

Additionally, Newsclapes wishes to use an existing room on the first floor of the building as a tasting room. No new construction will be required. The room will contain up to nine chairs or stools so that individual customers may order and sample Newsclapes' products within the building. A bathroom will be available on the same floor. Again, the layout is shown on the plans attached to my prior letter.

In the summer months, Newsclapes may add five picnic tables outside the building, so as to increase the total available seating, weather permitting, for forty or so (but fewer than fifty) customers. The layout of the outdoor seating, with a small performance space and dance area, is again shown on the plans attached to my March 17th letter.

Newsclapes will focus on serving the immediate community and will cater to foot traffic. To the extent parking is needed, it will have four paved parking spaces available on its premises, immediately off Washington Avenue and, should it ever become necessary, is prepared to make arrangements for additional parking. The proposed use will cause no measurable increase in traffic on this otherwise busy thoroughfare.

No odor from the brewing process will escape the building. No noises from the building will be audible outside the premises. To the extent outdoor seating is utilized, any noise will not be disruptive, in that the outdoor activities will be at least twenty-five feet from the street and even farther from any other buildings. All activity will be in keeping with the general character of inner Washington Avenue and environs.

I trust this information is sufficient for purposes of the current application. Newsclapes is anxious to move forward with its application, so please let me know immediately if you need anything further. You have indicated that a neighborhood meeting is necessary. Again, please let me know immediately if Newsclapes needs to take any further steps in order to schedule that meeting. I'll be happy to work with toward that end.

Thank you for your assistance.

Sincerely,



Marshall J. Tinkle (MBN 2833)

MJT/II
cc: Jeffrey Curran

Consistency with Comprehensive Plan

I believe my requested map amendment is consistent with the city comprehensive plan and Vision statement because of the following.

Future land-use adopts a focused approach to growth in target areas like Washington Avenue and others across the city. The future land-use section is organized around five key principles

1. One Portland: spreading the *benefits* and *challenges* of sustainable growth fairly across the community. I am a member of the community. And my company Newsclapes brewing deserves a fair chance at this *benefit* because I've had the *challenge* of paying property tax in excess of \$75,000 in the 15+ years I have resided here.

2. Complete neighborhoods: improving livability while retaining the key characteristics that make that neighborhood unique. My home is an old home and it is a very unique home and is very much part of this neighborhood it's been here for more than 100 years.

3. Reinforce the center: recognize that downtown Portland Maine remains a predominant focus of arts and culture, economic, and civil health. At times Portland downtown experiences an overwhelming amount of business some of which It cannot handle allowing for some of the surrounding business zones to fill the need. Newsclapes brewing would be another business that would help to accommodate the overflow of the center down town area. We would also embrace the local arts by working with a verity of local artists to showcase their work for Portland's first Friday art walks, as well as supporting the local musicians by recording high quality live recordings for them while they are being employed to entertain our patrons.

4. Support our waterfront; identify the waterfront as a resource central to the identity, economy, ecology, recreational life of Portland. And where do you think all the fishermen go when they get off the boat, to the bar to have a drink! Maybe they'll come to Newsclapes brewing. Also, I might serve a lobster role.

5. Connect the chain; connecting and strengthening our open space and transportation networks. Newsclapes brewing would be the second new business along with Portland Gear Hub to help rejuvenate this stretch of Washington Ave. which is a priority corridor identified in the city's comprehensive plan.

land-use planning will guide new growth to downtown, key nodes, and corridors.

Sincerely

Jeffrey A. Curran

Newsclapes Brewing

Jeffrey Curran
163 Washington Avenue
Portland, Maine 04101

Mr. James J. Rather, AICP
Development Review Manager
Planning & Urban Development Department
389 Congress Street
Portland, ME 04101

December 27, 2019

Re: 163 Washington Ave Zoning Map Amendment-Items Needed

Dear Mr. Rather

I am writing in response to your email correspondence to my attorney dated 12/23/19 seeing additional information concerning my zoning change application. Please accept this letter as my supplement to that application.

Currently I, Jeff Curran, do not have any plans for development of my property with the exception of a possible addition of a deck with new steps and some picnic tables (as outlined on February 2019 site plan drawings submitted to Christopher Beaumont, Life Safety Plan Reviewer and the CSS System).

The reason I'm requesting a map amendment is to allow my business Newsclapes Brewing, a small mom and pop craft beer brewery start-up, to continue operation as it did before the zoning issue surfaced. My brewery was 100% contained inside my property. It had no issues with noise, smell, traffic or parking; and to my knowledge met all zoning codes. The only employees were myself, my mother and my father. No structural changes to the building were made or need to be made to function as a brewery.

Before starting this brewery I asked the Zoning, Planning and Business Licensing Departments about all necessary licenses and permits required. I was informed by all three departments that what I was planning was acceptable and within the code. I assumed that the information given to me from all three departments was correct and accurate and I proceeded accordingly. I was confident there were no issues, and that if any issues arose I would be notified and we could work together to remedy the situation promptly. It appears now that I should have gotten all information in writing.

In regard to "Consistency with Comprehensive Plans" – I offer the following comments:

1. The comprehensive plan states that the code will embrace the entrepreneur and small businesses; that the zoning code will not remain stagnant and will allow for change for the individual to allow business models of all types.
2. The comprehensive plan states that it intends to develop priority corridors like my part of Washington Avenue. This was pointed out to me by Christine Grimando at the same meeting with her on December 31, 2018 when she brought out the comprehensive plan because I asked her if my plan to start a craft brewery there was consistent with what the planning department wanted to see. Christine pointed to the map that showed my stretch of Washington Ave. and it was highlighted as a "priority corridor" intended for development by the City.

3. Everything about my craft brewery business and my business model is consistent with what the city's comprehensive plan sets forth, and I see no conflicts with the comprehensive plan.

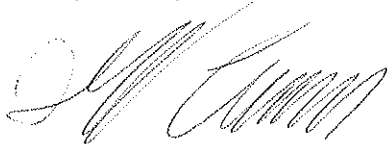
4. Per my discussion with Belinda Rae on May 9, 2019 in regards to this issue, she stated to me that she did check with the zoning dept. and was informed by them that this was consistent with what they are trying to accomplish in the next city-wide re-zoning. On May 16, 2019 I received an email from Belinda Ray where she stated that:

“Changing the small section of B-1, where you are located, is something that appears to be possible during this process. That's good news for you in terms of the fee. However, the re-code process would take a significant amount of time and there is no guarantee as to exactly when this change could take place. I would guess it could happen in the next year to 18-months.”

I am simply trying to get this done now because I was ordered to stop my business after I was allowed to start and operate for an entire year. This interruption has cost me several thousands of dollars in revenue, not to mention financial and emotional hardship. There were no complaints during the year I operated as a brewery – which I believe is further evidence that a change to explicitly allow such use would be consistent with the comprehensive plan.

In closing I look forward to hearing back from you regarding the advancement of my application. I would like to start operating again as soon as possible.

Thank you for your time,

A handwritten signature in black ink, appearing to read 'Jeffrey Curran', with a stylized, cursive script.

Jeffrey Curran

Cc: Marshall J. Tinkle, Esq

Order No: 1066258 (25-0792MCJS)

EXHIBIT 'A'

A certain lot or parcel of land situated on the easterly side of Washington Avenue, in Portland, County of Cumberland and State of Maine. Said lot being thirty (30) feet on said avenue and extending back at right angles to said avenue a distance of eighty (80) feet; being lot numbered six (6) on a Plan of Lots made for William H. Baxter by Anderson and Bonnell & Company and recorded in the Cumberland County Registry of Deeds in Plan Book 2, Page 54.

Also another parcel of land, with the buildings thereon, situated in the rear of Cove Street in said Portland, bounded and described as follows: Beginning at a stake standing forty (40) feet from the northerly side line of said Cove Street and on the westerly line of lot numbered eight (8) as shown on the Plan of W.H. Baxter, recorded in said Registry of Deeds for Cumberland County in Book 2, Page 54; thence running northerly on the line of said lot numbered eight (8), fifty (50) feet to a stake and to the rear line of said lot numbered eight (8); thence easterly twenty-three (23) feet; thence southerly about fifty (50) feet to a stake; thence westerly about thirty (30) feet to first bounds.

Also the privilege of a passageway in common on the most westerly side of said lot numbered eight (8), six (6) feet in width to said Cove Street, being the rear part of said lot numbered right (8) with a passageway thereto over the front part of said lot.

Also another parcel of land being shown as lot numbered five (5) on a Plan made by Anderson, Bonnell & Co. for William H. Baxter, recorded in the Cumberland County Registry of Deeds in Plan Book 2, Page 54 and bounded and described as follows:

Commencing at a point thirty feet (30) north of the point formed by the northerly line of Cove Street and the easterly line of Washington Avenue, thence running northerly by said Washington Avenue thirty (30) feet and from these two points running easterly at right angles with said Washington Avenue, eighty (80) feet, holding the width of thirty (30) feet, the entire length of said lot, meaning and intending to convey the said parcel as set out in the deed from Thomas A. McDonough recorded in Cumberland Registry of Deeds in Book 1177, Page 153.

Excepting from this conveyance a certain lot or parcel of land as described in a deed from Carmela Thurston and Gaitana Puopolo to Thomas V. King dated August 10, 1987 recorded in the Cumberland County Registry of Deeds in Book 7919, Page 284.

Also conveying a certain lot or parcel of land, with any buildings there, situated in the City of Portland, County of Cumberland and State of Maine and being more particularly bounded and described as follows:

Beginning at an iron pipe found located on the easterly sideline of Washington Avenue and the northwestern corner of Lot 6 as shown on a certain Plan of Property of W.H.. Baxter, Esq., of Portland, Maine dated July 1866 by Anderson Bonnell & Co. recorded in the Cumberland County Registry of Deeds, Plan Book 2, Page 54; thence S 1° 55' 30" E a distance of forty (40) feet to an 5/8 rebar with survey cap #2133 located along said easterly sideline of Washington Avenue; thence N 88° 4' 30" E a distance of twenty-five (25) feet to a 318 rebar with survey cap #2133 set in the ground; thence North a distance of forty (40) feet parallel to the first course; thence West a distance of twenty-five (25) feet parallel to the second course, to the point of beginning.

Also hereby conveying all rights, casements, privileges and appurtenances, belonging to the premises hereinabove described.

Being the same premises conveyed to Jeffrey A Curran by deed of Michael Ogastino recorded on August 31, 2004 in the Cumberland County Registry of Deeds as Book 21726, Page 121.

Jeffrey Curran
163 Washington Ave
Portland, ME 04101

I, Jeffrey Curran, hereby certify that a neighborhood meeting was conducted on December 10, 2020, remotely via Zoom, at 6:00 p.m. for the proposed brewery and tasting room located at 163 Washington Avenue.

I also certify that on 11/25, 2020, invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which included property owners within 500 feet of the proposed development or within 1000 feet of a subdivision within an industrial or industrial zone change.
2. Residents on the "interested parties" list.

Signed,

Jeffrey Curran

Date: 1/19/2021

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

Jeffrey Curran
163 Washington Ave
Portland, ME 04101

November ____, 2020

Dear Neighbor:

Please join us for a neighborhood meeting to discuss plans for a small brewery and tasting room located at 163 Washington Avenue, Portland. We are seeking either a map amendment or text amendment to specifically permit a small brewery in this zone.

Meeting Location: Online via Zoom platform

Date: December 10, 2020

Time: 6:00 p.m.

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.)

Due to COVID-19, the neighborhood meeting will be conducted remotely using Zoom as its platform. A sign-in sheet will be filled out using Zoom's chat feature. If you would like to join this meeting, please contact me at (207) 419-9933 or via email at: newscaresbrewing@gmail.com for the direct zoom link information.

If you have any questions, please call Marshall J. Tinkle, Esq. at 207-774-7600.

Sincerely,

Jeffrey Curran

Note:

Under Section 14-32(C) and 14-524(a)d of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within 30 days of submitting a preliminary applications or 21 days of submitting a final site plan applications, if a preliminary plan was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contacts the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division, 4th Floor, 389 Congress Street Portland, ME 04101 or by email: to bab@portlandmaine.gov

Attendants:

Thomas Bloom, Sarah Coburn, Carolyn Treat, Patricia Flynn, Leslie Hart, Robert Morse, Jehuda Reinharz, Terry Robins, Brendan O'Neil, Chad Robertson, Peter Bloom. Page Nichols, Patty Walton, Jeff Curran, and Marshall Tinkle.

Minutes of meeting: The meeting was called to order at approximately 6:05 pm. Initially, Marshall Tinkle and Jeff Curran outlined the plans for the project and explained that at that point Jeff was seeking either a text amendment or a map amendment to allow breweries in his zone. It was then opened up to questions. Several questions were posed about potential plans for outdoor seating and musical entertainment and how much noise would be generated, particularly at night. It was explained that no entertainment license had been applied for or was contemplated in the near future; that it was contemplated that the establishment would not stay open much past 8 pm; that Jeff had obtained a restaurant license with the ability to serve liquor so that the only thing new if the current application were granted was that he could brew beer on the premises, which would not create any noise or other inconvenience; and that even if part of the operation was moved outdoors in the summer, the noise level would not be any greater than the noise currently existing in the neighborhood. A couple of attendees expressed the view that they were opposed to the operation of any new businesses in the vicinity. After those in attendance had run out of questions, the meeting concluded at about 7:10 pm. A couple of participants remarked that the meeting was very civil compared with other neighborhood meetings.



Shukria Wiar <shukriaw@portlandmaine.gov>

163 Washington Ave.**Marshall Tinkle** <mtinkle@thomport.com>

Tue, Dec 15, 2020 at 4:26 PM

To: "jrather@portlandmaine.gov" <jrather@portlandmaine.gov>, Shukria Wiar <shukriaw@portlandmaine.gov>

Cc: Jeff Curran <newscapes@msn.com>

Hi James and Shukria,

Following up on our discussion yesterday and by way of reporting on the neighborhood meeting held on Dec. 10, 2020, below is a list of participants:

Thomas Bloom, Sarah Coburn, Carolyn Treat, Patricia Flynn, Leslie Hart, Robert Morse, Jehuda Reinharz, Terry Robins, Brendan O'Neil, Chad Robertson, Peter Bloom. Page Nichols, Patty Walton, Jeff Curran, and Marshall Tinkle.

Summary of meeting: The meeting was called to order at approximately 6:05 pm. Initially, Marshall Tinkle and Jeff Curran outlined the plans for the project and explained that at that point Jeff was seeking either a text amendment or a map amendment to allow breweries in his zone. It was then opened up to questions. Several questions were posed about potential plans for outdoor seating and musical entertainment and how much noise would be generated, particularly at night. It was explained that no entertainment license had been applied for or was contemplated in the near future; that it was contemplated that the establishment would not stay open much past 8 pm; that Jeff had obtained a restaurant license with the ability to serve liquor so that the only thing new if the current application were granted was that he could brew beer on the premises, which would not create any noise or other inconvenience; and that even if part of the operation was moved outdoors in the summer, the noise level would not be any greater than the noise currently existing in the neighborhood. A couple of attendees expressed the view that they were opposed to the operation of any new businesses in the vicinity. After those in attendance had run out of questions, the meeting concluded at about 7:10 pm. A couple of participants remarked that the meeting was very civil compared with other neighborhood meetings.

Please let me know if you have any questions.

Regards,

Marshall

Marshall J. Tinkle, Esq.

THOMPSON, MACCOLL & BASS, LLC, P.A.

[15 Monument Square](#), 4th Floor

PO Box 447

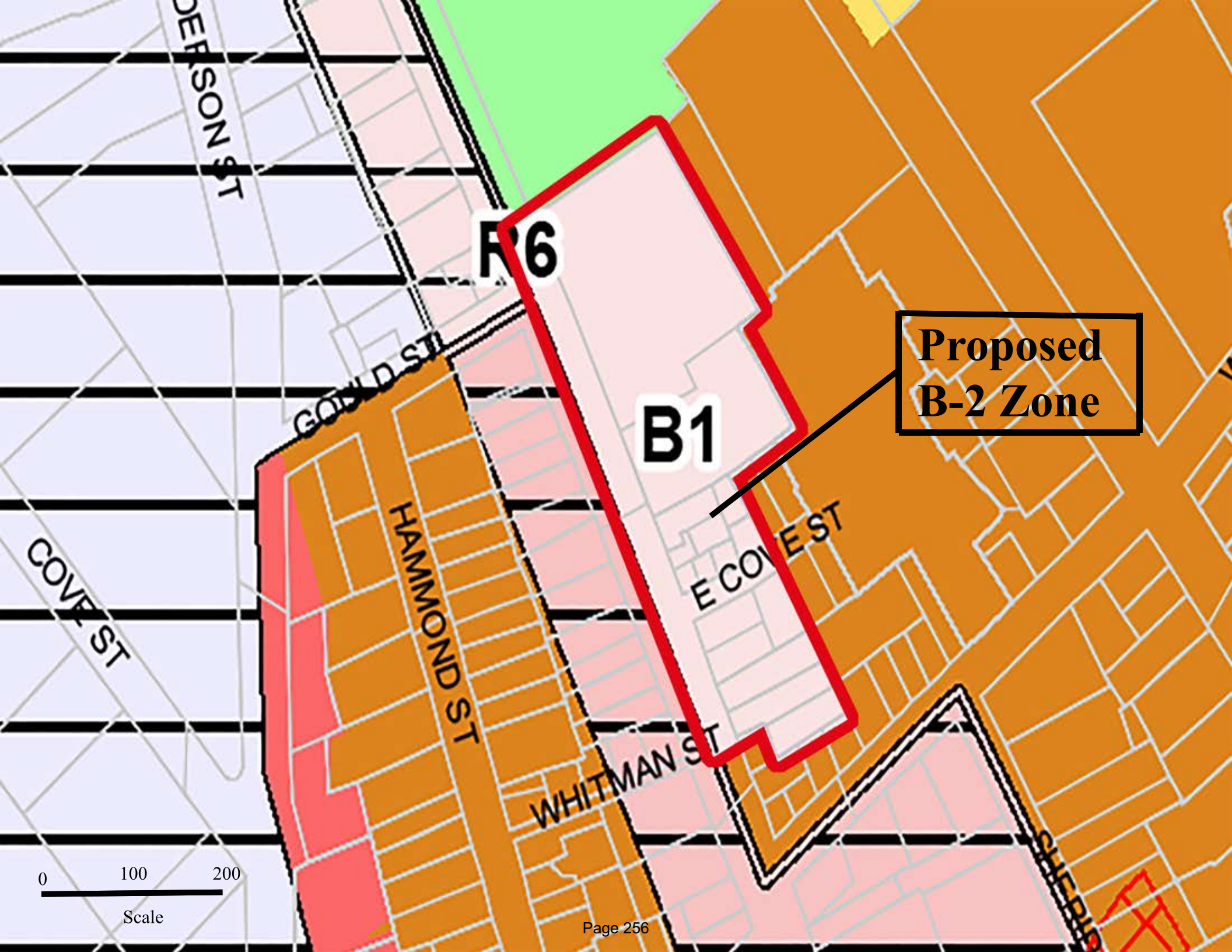
Portland ME 04112

Main: (207) 774-7600

Direct: (207) 619-6270

Fax: (207) 772-1039

mtinkle@thomport.com



R6

B1

**Proposed
B-2 Zone**

JERSON ST

GOULD ST

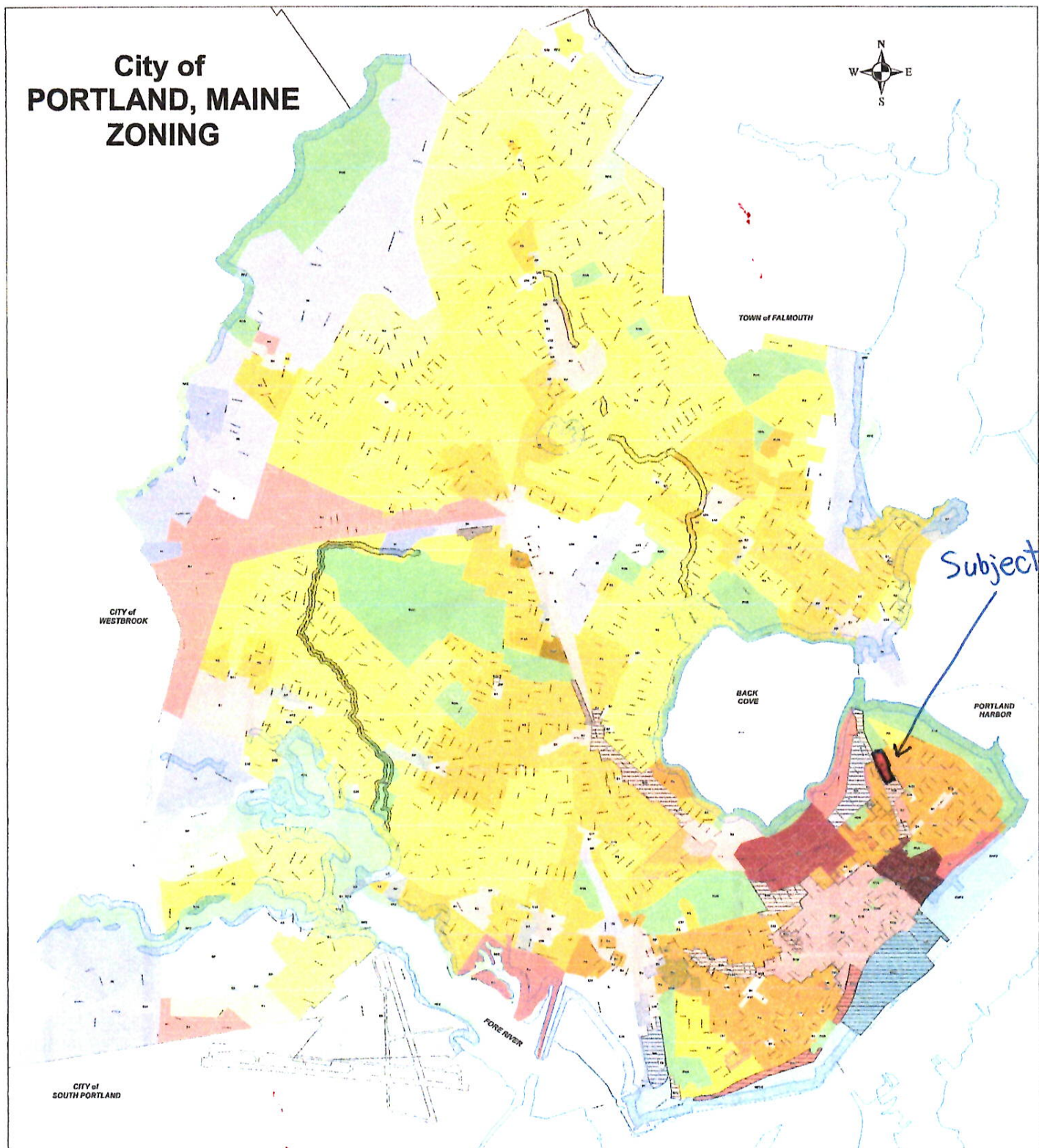
HAMMOND ST

E COVE ST

WHITMAN ST

COVE ST

0 100 200
Scale



IR-1 Island Residential	B3* Downtown Business
IR-2 Island Residential	B3a Downtown Business
IR-3 Island Residential	B4 Commercial Business
I-B Island Business	B5 Urban Commercial Business
I-TS Island Transfer Station	B5a Urban Commercial Business
R1 Residential	B6 Urban Commercial Business
R2 Residential	B7 Urban Commercial Business
R3 Residential	B5-FDC Indo St Farm Based
R4 Residential	I- Industrial - Low Impact
R5 Residential	I-B Industrial - Low Impact
R-6A Residential	I- Industrial - Moderate Impact
R6 Residential	I-BB Industrial - Moderate Impact
R-6A Residential	I- Industrial - High Impact
RSP Residential Professional	RPZ Resource Protection
AP Airport Business	RQZ Recreation Open Space
OP Office Park	WPZ2 Whitefront

№	Имя	Возраст	Специальность
1	Александров Александр	25 лет	Инженер-конструктор
2	Васильев Владимир	30 лет	Механик
3	Григорьев Григорий	28 лет	Электронщик
4	Иванов Иван	35 лет	Мастер слесарь
5	Кузнецов Николай	32 лет	Инженер-электронщик
6	Левченко Сергей	27 лет	Механик
7	Михайлов Михаил	31 лет	Инженер-конструктор
8	Новиков Николай	29 лет	Мастер слесарь
9	Осипов Олег	33 лет	Инженер-электронщик
10	Петров Петр	26 лет	Механик
11	Романов Роман	34 лет	Инженер-конструктор
12	Сидоров Сергей	28 лет	Мастер слесарь
13	Тихонов Алексей	30 лет	Инженер-электронщик
14	Ульянов Алексей	27 лет	Механик
15	Федотов Федор	32 лет	Инженер-конструктор
16	Харьков Алексей	29 лет	Мастер слесарь
17	Хохлов Алексей	31 лет	Инженер-электронщик
18	Цыганов Алексей	28 лет	Механик
19	Чайков Алексей	33 лет	Инженер-конструктор
20	Шаров Алексей	26 лет	Мастер слесарь
21	Шевченко Алексей	30 лет	Инженер-электронщик
22	Шенников Алексей	27 лет	Механик
23	Шинников Алексей	32 лет	Инженер-конструктор
24	Ширшов Алексей	29 лет	Мастер слесарь
25	Шутов Алексей	31 лет	Инженер-электронщик
26	Щеглов Алексей	28 лет	Механик
27	Щербинин Алексей	33 лет	Инженер-конструктор
28	Щербинин Алексей	26 лет	Мастер слесарь
29	Щербинин Алексей	30 лет	Инженер-электронщик
30	Щербинин Алексей	27 лет	Механик
31	Щербинин Алексей	32 лет	Инженер-конструктор
32	Щербинин Алексей	29 лет	Мастер слесарь
33	Щербинин Алексей	31 лет	Инженер-электронщик
34	Щербинин Алексей	28 лет	Механик
35	Щербинин Алексей	33 лет	Инженер-конструктор
36	Щербинин Алексей	26 лет	Мастер слесарь
37	Щербинин Алексей	30 лет	Инженер-электронщик
38	Щербинин Алексей	27 лет	Механик
39	Щербинин Алексей	32 лет	Инженер-конструктор
40	Щербинин Алексей	29 лет	Мастер слесарь
41	Щербинин Алексей	31 лет	Инженер-электронщик
42	Щербинин Алексей	28 лет	Механик
43	Щербинин Алексей	33 лет	Инженер-конструктор
44	Щербинин Алексей	26 лет	Мастер слесарь
45	Щербинин Алексей	30 лет	Инженер-электронщик
46	Щербинин Алексей	27 лет	Механик
47	Щербинин Алексей	32 лет	Инженер-конструктор
48	Щербинин Алексей	29 лет	Мастер слесарь
49	Щербинин Алексей	31 лет	Инженер-электронщик
50	Щербинин Алексей	28 лет	Механик
51	Щербинин Алексей	33 лет	Инженер-конструктор
52	Щербинин Алексей	26 лет	Мастер слесарь
53	Щербинин Алексей	30 лет	Инженер-электронщик
54	Щербинин Алексей	27 лет	Механик
55	Щербинин Алексей	32 лет	Инженер-конструктор
56	Щербинин Алексей	29 лет	Мастер слесарь
57	Щербинин Алексей	31 лет	Инженер-электронщик
58	Щербинин Алексей	28 лет	Механик
59	Щербинин Алексей	33 лет	Инженер-конструктор
60	Щербинин Алексей	26 лет	Мастер слесарь
61	Щербинин Алексей	30 лет	Инженер-электронщик
62	Щербинин Алексей	27 лет	Механик
63	Щербинин Алексей	32 лет	Инженер-конструктор
64	Щербинин Алексей	29 лет	Мастер слесарь
65	Щербинин Алексей	31 лет	Инженер-электронщик
66	Щербинин Алексей	28 лет	Механик
67	Щербинин Алексей	33 лет	Инженер-конструктор
68	Щербинин Алексей	26 лет	Мастер слесарь
69	Щербинин Алексей	30 лет	Инженер-электронщик
70	Щербинин Алексей	27 лет	Механик
71	Щербинин Алексей	32 лет	Инженер-конструктор
72	Щербинин Алексей	29 лет	Мастер слесарь
73	Щербинин Алексей	31 лет	Инженер-электронщик
74	Щербинин Алексей	28 лет	Механик
75	Щербинин Алексей	33 лет	Инженер-конструктор
76	Щербинин Алексей	26 лет	Мастер слесарь
77	Щербинин Алексей	30 лет	Инженер-электронщик
78	Щербинин Алексей	27 лет	Механик
79	Щербинин Алексей	32 лет	Инженер-конструктор
80	Щербинин Алексей	29 лет	Мастер слесарь
81	Щербинин Алексей	31 лет	Инженер-электронщик
82	Щербинин Алексей	28 лет	Механик
83	Щербинин Алексей	33 лет	Инженер-конструктор
84	Щербинин Алексей	26 лет	Мастер слесарь
85	Щербинин Алексей	30 лет	Инженер-электронщик
86	Щербинин Алексей	27 лет	Механик
87	Щербинин Алексей	32 лет	Инженер-конструктор
88	Щербинин Алексей	29 лет	Мастер слесарь
89	Щербинин Алексей	31 лет	Инженер-электронщик
90	Щербинин Алексей	28 лет	Механик
91	Щербинин Алексей	33 лет	Инженер-конструктор
92	Щербинин Алексей	26 лет	Мастер слесарь
93	Щербинин Алексей	30 лет	Инженер-электронщик
94	Щербинин Алексей	27 лет	Механик
95	Щербинин Алексей	32 лет	Инженер-конструктор
96	Щербинин Алексей	29 лет	Мастер слесарь
97	Щербинин Алексей	31 лет	Инженер-электронщик
98	Щербинин Алексей	28 лет	Механик
99	Щербинин Алексей	33 лет	Инженер-конструктор
100	Щербинин Алексей	26 лет	Мастер слесарь

 Shoreland Zoning
 Stream Protection District
 Downstream Entertainment (DEEZ)
 MDAQ RDZ
 Murrey Hill Neighborhood Conservation Overlay District
 Residential (R-6)
 Residential (R-7)
 University of Southern Maine (USM)
 Waynflete Cove Subdistrict
 Westbrook Urban Subdistrict

The depiction of the Shoreland Zoning and the Stream Protection Districts are illustrative of the general location of such zones. The actual boundaries of these zones shall be determined by the measurement of the distance indicated on the maps from the normal high water line of the water body or the upland edges of the wetland vegetation. Where the measurement is not the same as the location of the boundary on the zoning maps, the measurement shall control, unless the zoning map indicates that the zoning boundary shall follow an existing property line.

The information contained on this map is compiled from past zoning maps, City Council orders and other documentation as depicted on the Map Summary of Zoning Documentation map on file in Portland's City Engineer's Archives Vault presently located at 212 Conzo Rd and at the Department of Planning and Development located at 389 Congress Street.

**Adopted by Portland City Council
January 17, 2001
Effective February 17, 2001
Last revised February 12, 2019**

This Zoning Map of the City of Portland, Maine is provided for informational purposes only.

The current official zoning map is on file and available for reference in the Department of Planning and Development 874-8703.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 17, 2021

SUBJECT: Written Public Comment(s) Received

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 163 Washington Ave. (Public Comment)
2. Public Comment - Donovan Reid 6-11-2021
3. Public Comment - Richard Porensky 6-11-2021
4. Public Comment - Todd Thompson 6-10-2021

Prepared by:

Date: 6/17/2021



Shukria Wiar <shukriaw@portlandmaine.gov>

Washington Ave. rezoning proposal (ZN-000540-2019)

1 message

Christian MilNeil <c.neal.milneil@gmail.com>

Tue, Feb 4, 2020 at 2:42 PM

To: "Shukria Wiar (shukriaw@portlandmaine.gov)" <shukriaw@portlandmaine.gov>

Hi Shukria,

Can you give me any information about why the landowner is seeking a rezoning of 163 Washington Ave? I'm mostly curious about why a B2b zone – which would be more consistent with the rest of the street – isn't being pursued?

My chief concern with the B2 zone is that it could legalize an auto-oriented, strip-mall type of development, which is inappropriate for the site and a poor use for a transit-accessible parcel next to a school and the Eastern Prom. I'd be wholly supportive of a taller mixed-use building here, on the other hand.

Can you also fill me in on whether the B2 zone still allows drive-through businesses (like banks and fast food restaurants)? I seem to recall there being some conversation about ending those uses for the B2 zone.

Thanks!

Christian MilNeil

[double u double u double u dot christianmilneil dot com](mailto:doubleu@doubleu.doubleu.christianmilneil.com)



September 1, 2020

Brandon Mazer Planning Board Chair
 Planning Board Members
 Christine Grimando Planning Director
 Nell Donaldson

Dear Staff and Board

We have upon us an opportunity to finally do something positive regarding zoning.

On Sept 8th you will be hosting a workshop for a spot zone on Washington from B1b to B2b. Just a few weeks ago you did a spot zone on Congress, now there are a number of new proposals that are requesting spot zoning changes or contract zoning. We are right back to where we were 10 years ago.

If I am elected my goal is to change the re-code process. I believe that we should put our energies in areas that are primed for growth and where that growth is welcomed by property owners. I think we should focus on fixing the zoning in 5 neighborhoods: Inner Washington Ave, East Bayside, Riverside, Forest Ave and Warren Ave.

These areas are virtually indistinguishable from each other and the three beer areas are where we have the most available land for expansion.

We already have the template which is the B5 Urban Commercial Mixed Use Zone. This zone encourages a mixture of all forms of uses whether it be industrial, commercial or residential.

Think about this; one side of the bayside trail is B5 in which we can do anything we want, no setbacks, reduced parking, no limits on residential units, in essence everything that the comprehensive plan is talking about. Perhaps a 6 story building with Uhaul as the anchor tenant.

The other side of the trail which is where we have substantial vacant land, buildings perfectly suited for building up on and a thriving beer and beverage scene, the city is intent on keeping the area fallow. How does keeping land or buildings vacant create economic development?

It's time now for Portland to progress and recognize where our current economic development lies. While most people think food is what drives Portland it is actually

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ITSTIMEPORTLAND.COM - ITSTIMEPORTLAND@GMAIL.COM



Ron Gan

CANDIDATE FOR AT-LARGE
PORTLAND CITY COUNCILOR

our Beer industry. Allagash is the 7th largest tourist attraction in the state, drawing over 150,000 people to their tasting room annually. To put that in a perspective, only fast food restaurants draw more. There is not a single restaurant in Portland that draws that many people. AND YET, devoid of all common sense and without any actual knowledge of the area, the city of Portland continues to try and drive home the narrative that we need to keep retail, restaurants and housing out of our best economic areas.

I have spoken with quite a few of my neighbors on Washington, East Bayside and Riverside and without question there is support for this type of change.

We are at the intersection of chaos and chaos and this is no time to keep the lid on development in these areas because someone in some department thinks there is going to be a resurgence of industrial users who wish to relocate to Portland.

East Bayside, Washington Ave and Riverside are the most natural areas for expansion for a wide variety of housing and industry. The future lies with millennials and boomers and they all want some type of cool living.

I have given a number of tours around East Bayside and it doesn't take even a lay person but 15 minutes to ask the question, why does the city resist development in this area. No changes to our land use code can be made without walking our neighborhoods. It cannot be done using maps or embracing old narratives.

I have spoken with Christine and Nell and they have agreed to do a walk around East Bayside so they can better understand what is going on and I am extending that same invitation to all members of the planning board.

Respectfully,
Ronald Gan
Candidate At Large City Council

202 WASHINGTON AVE. PORTLAND, ME 04101 - (207) 233-3753

ITSTIMEPORTLAND.COM - ITSTIMEPORTLAND@GMAIL.COM

Portland Maine Planning Board
Re: 163 Washington, Map Amendment

Dear Planning Board Members,

An application for a map amendment for 163 Washington will soon come before the board. This amendment is to change the zone for this one piece of property from B1b to B2b.

The majority of Washington Avenue is already zoned either B2b or B4. Washington is one of the main arteries into Portland and the current level of development indicates that this strip has become more of a destination than a local shopping street. The B1b zone which is designed to be a neighborhood business district, is more suited to smaller locations like Stevens Ave near Deering High School.

The majority of the open land for development lies between Tukeys Bridge and Walnut Street and most of that land is zoned B1b. The B1b zone does not provide the flexibility needed for future growth in that it limits uses above the ground level to residential only.

I support this idea for a number of reasons not the least is that I own 202 Washington and would also like to be included in this re-zoning.

A 40 unit market rate condo building is going up next to me at 218 Washington. As the abutter I would like to have the flexibility to develop a project that compliments not necessarily competes with my neighbors.

I am currently developing a 40 unit workforce project for that location, with a restaurant on the ground level, 4 floors of workforce housing and two floors of market rate. This cannot be accomplished in the B1b as the density bonus in height is limited to 15' as opposed to 25' in the B2b.

I think this is an opportune time to not just fix the zoning on Washington, but to examine the entirety of the B2b and make any necessary changes that will enhance and promote development in those zones. From a zoning point of view, this is one of the lowest hanging fruits we have and the easiest to accomplish.

Respectfully,

Ronald Gan

Jeffery Curran, Newsclapes, Inc.

ruby anastacio <rubyanastacio2001@yahoo.com>

Sep 14, 2020 10:30 PM

Posted in group: **Planning and Urban Development**

Hello Shukria Wiar,

We, Ramon and Ruby Anastacio - neighbors of Jeffery Curran, are living at 159 Washington. We know that he would like to operate a brewery in his property at 163 Washington Ave. We are supporting Jeffery in his business. Please give him an opportunity.

Thank you,

Ramon and Ruby Anastacio

Fw: 163 Washington Street**Robert Morse** <rmorse52@yahoo.com>

Sep 10, 2020 12:47 PM

Posted in group: **Planning Board**

Planning Board, Belinda Ray:

Please consider the items noted below:

1. It occurs to me that the issues surrounding the 163 Washington Street zoning change initially appear complex, but are actually quite simple. Review the other permitted uses allowed by B2 zoning. It's not even remotely appropriate to consider B2 zoning for an urban residential neighborhood under this proposal. There is a reason the B1 designation was originally assigned - it is far more appropriate for the area and lot.
2. 163 Washington is bordered on three sides by residential housing. The housing on East Cove Street would literally sit 10 feet from a late night music venue accommodating up to 50 people. Residential housing is situated across the street and the 29 unit condo complex at Munjoy Heights is a mere 40 feet away. A grade between 163 Washington and Munjoy Heights will not resolve the issues.
3. It defies logic to even suggest that an outdoor music venue allowed to continue well into the night will not completely disrupt the neighborhood. You are literally allowing outdoor music and groups of up to 50 people to be dropped into a residential neighborhood. Would you allow this sort of zoning next to where you live?
4. Once B2 is granted, what's next? Of course Washington Street reasonably supports a number of businesses. Business development is needed and should be encouraged. The suggested B2 re-zoning here is not appropriate for this site.
5. I do not understand some of the comments to expand the B2 designation where it is now B1 and R6. Take a minute to think about the proposal, a live, late-night, music venue next to numerous residential units. This area is heavily residential as Munjoy Hill residences dominate this end of Washington Ave. Also, this change is (arguably) permanent.
6. Parking and people walking up East Cove street and through the Munjoy Hill property is also an issue. There is an easement through Munjoy Heights to the Eastern Promenade. Where will people go at 11 p.m.?
7. Please be clear that allowing a change from B1 to B2 is significant. That is why the Applicant wants it. Outdoor music and the drinking of alcohol is a significant escalation in usage. It seems to me to also be a mistake to treat all of Washington Ave. as having the exact same issues. The Master Plan must reflect and recognize the disparities.

All in all, this does not seem to be an overly complicated issue. Please do not allow this change.

Thank you for your time.

Robert Morse, 208 Sheridan St.

163 Washington Ave

mary morse <mrs1359@outlook.com>

Posted in group: **Planning Board**

September 15, 2020

To Whom It May Concern:

My husband and I attended the Zoom Workshop for 163 Washington Ave. on 9/8/2020. We live at 208 Sheridan Street at Munjoy Heights.

Mr. Curran wants to reopen his brewery that has some indoor seating for tasting (was closed because it was not allowed in his current B1 zone). He is re-changed to a B2b zone that will permit this. Additionally, he plans to add a deck and outdoor tables for about 50 people as well as a performance space. Portland Brew Pub.

He maintains that all his neighbors on East Cove Street are "happy" for him and that he's received no negative feedback. He also stated that they all would be B2 as well. Oddly enough no East Cove Street residents spoke up if they were at the meeting nor did he have anything in writing to support this. We sent a letter to the city and found this not to be entirely true.

He also has another parcel with buildings at the back of Cove Street which are R6. I have been unable to determine which these are. I have emailed Shu a plot plan. She offered to meet this coming week to answer questions which we appreciate and will do.

During the meeting 2 members seemed to have more reservations about the noise and effect on the neighborhood. They were David Austin and Maggie. They were better areas to put a brew pub'. Curiously enough, any critical comments seemed to be quickly walked back in such a way that it appeared the Board was in support of the proposal. Given the nature of the proposal and its proximity to many residences, B2 for this site is simply in error. You are considering allowing a performance venue mere feet from numerous residences. Others appeared to be leaning towards more business development with changes in zoning. Brandon Mazer the Chair. Shukria Wiar (city planner) brought up changing the B1 and the R6 at the end of East Cove Street to all be a B2. We don't know if this was requested by the applicant. She also said that the noise of the brew pub wouldn't really affect MJH as there is a "buffer" because we're up a slope and the brew pubs much further down the hill. Our bedrooms and living areas at Munjoy Heights all face Washington Street. Mr. Mazer didn't see much of a difference. B2 allows more types of business options whereas B1 is limited to smaller businesses more suited to residential areas.

We support small businesses consistent with B1 zoning. Changing B1 to B2 and even considering changing a R6 to a B2 is outrageous. Portland maintains the character of the area by changing this area they could potentially eliminate at least 6 residences. The noise, music, hours, foot and vehicle traffic, and parking would be an issue. Homeowners would experience decreasing property values, difficulty renting, and poor livability. We would imagine a lot of loud late night foot traffic on East Cove Street. Anyone that has been in or near a brew pub especially at night, is aware of this. There is already a high concentration of brew pubs in our area. location.

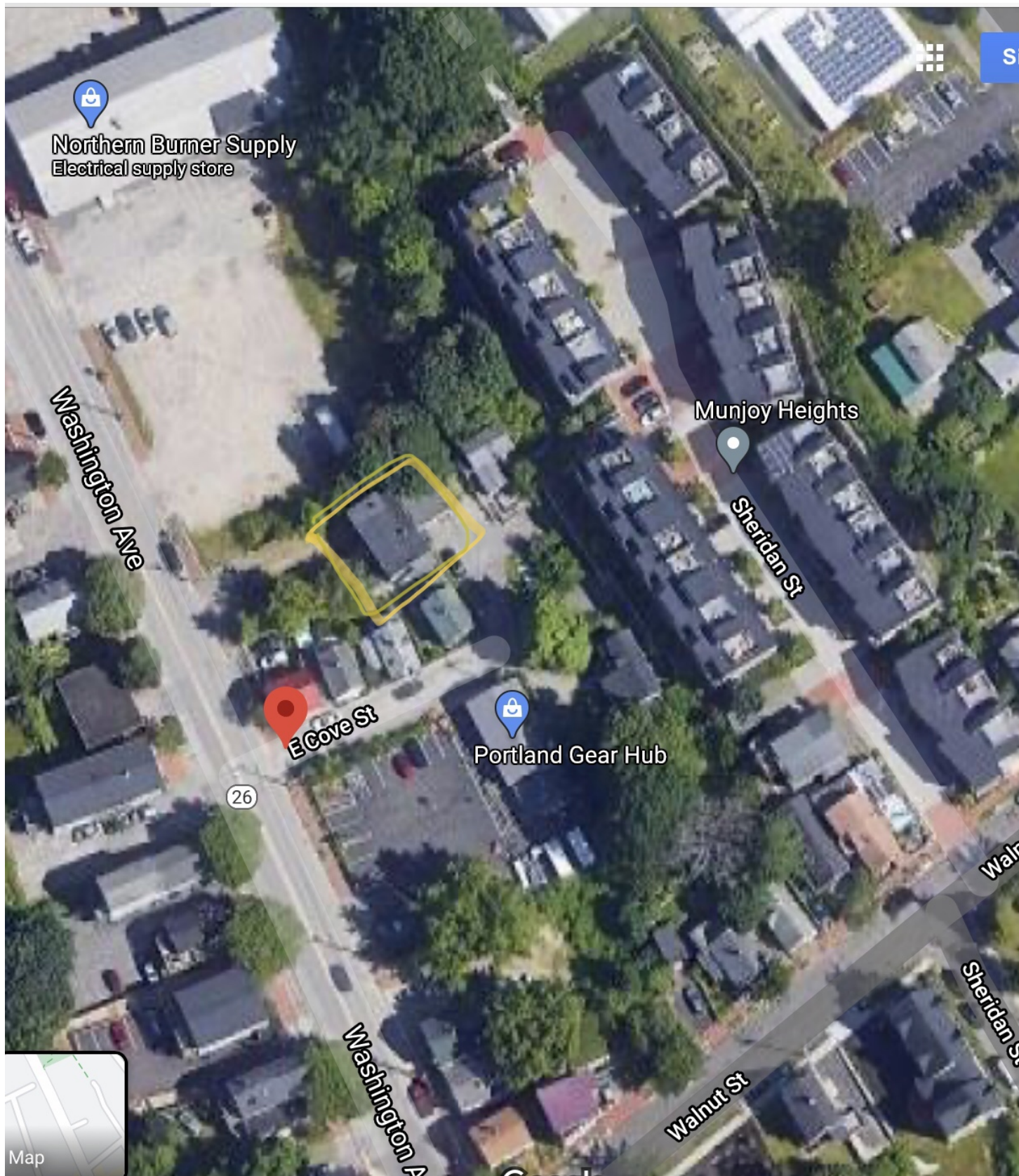
The proposed business is very close to the on and off ramp of 295 which can get quite congested as can Fox and Washington Street during rush hour. To come off and go on this ramp. The brew pubs down the hill have significant foot traffic. People often jaywalk, are inattentive and walk in the street. The site is on Washington. Given the proximity to the 295 ramp this is a disaster waiting to happen. This is also close to the East End Elementary School and many children. Path, East Cove and Walnut Street to cross over Washington Street.

The 2030 Portland Plan Vision Statement states "The uniqueness and integrity of our neighborhoods will be maintained and enhanced." The Executive Summary states "The Plan will maintain the livability while retaining the key characteristics that make neighborhoods unique." The Plan further states that "new neighborhood plans should be tailored to the context and unique qualities of the neighborhoods they pertain to". Changing the zoning and going forward with the 163 Washington proposal that in an effort to promote business development the needs of residents to have a livable neighborhood are not ignored. The leaning of most of the Plan workshop appeared to be to change this area of Washington Ave. to a B2 zone and promote business growth with little regard for the impact on homeowners. Some photos that show how close this is to abutters. 163 Washington is highlighted in yellow. I hope you take the time to visit the site so you can appreciate the area as well as recognizing the need for this neighborhood to remain a B1 zone.

Thank you, Mary and Robert Morse 208 Sheridan St.







Re: Plan number ZN-000540-2019. 163 Washington St

Shukria Wiar <shukriaw@portlandmaine.gov>

Sep 8, 2020 1:26 PM

Posted in group: **Planning Board**

Good afternoon,

The applicant now is proposing B2-b, which a less intensive zone than B2. The address is 163 Washington Avenue; this property fronts Washington Avenue so I am not sure what he means "another parcel of land, with buildings there on, situated in the rear of Cove Street....". We do not have an application for that. His property at 163 Washington Ave is consists of 3 lots and the house sits back of the property but does not have frontage on E. Cove Street. I hope this helps.

Thank you.

Shukria

On Tue, Sep 8, 2020 at 10:43 AM mary morse <mrs1359@outlook.com> wrote:

I live behind 163 Washington St at 208 Sheridan St and have been reviewing the project online. We are quite concerned about the proposed change to a B2 and all the possibilities that opens up. Mr. Curran makes mention of "another parcel of land, with buildings there on, situated in the rear of Cove Street....". What is the actual address of this other parcel? It would abut Munjoy Heights. The map provided made it difficult to determine which Cove Street property he is referring to. Thank you, Mary Morse

Sent from my iPad

--

Shukria Wiar, Planner
Planning & Urban Development Department
389 Congress Street 4th Floor
Portland, ME 04101
Phone 207.756.8083
Fax 207.756.8258
<http://www.portlandmaine.gov/planning>

abutter concerns about 163 Washington Ave proposal

Page Nichols <page.nichols@gmail.com>

Oct 14, 2020 9:24 AM

Posted in group: **Planning Board**

City of Portland Planning Board,

Please see the attached and signed letter from four direct abutters of 163 Washington Ave.

I've also attached photos to show how close the proposed project is to my property (15 East Cove). One photo is through my bathroom window, one is from the steps/entrance to my house, and the other is an aerial to show where my property is located in relation to the proposed project. The property owners to the right and left of my property have also signed the attached letter.

Thank you for considering our concerns.

Sincerely,

Page Nichols
(15 East Cove St.)

--

Page Nichols - Co-Founder, CPI
(207) 272-2255
page.nichols@gmail.com









26

26

Petition opposing the proposal by Newsclapes, Inc. to rezone 163 Washington Ave. from a B1 Business zone to a B2 or B2b Business zone as well as the proposal to open a brew pub in this location. We are also opposed to changing the B1 and R6 zoning on the odd side of Washington Ave. that runs from Gould to Walnut Street as shown on the attached map.

We the undersigned are opposed to Mr. Curran (Newsclapes) proposal to rezone his property with the plan to establish a brew pub with a deck and outdoor tables for 50 people as well as a performance area. We also oppose the suggestion of Shukria Wiar in the Workshop on 9/8/2020 to rezone the surrounding B1 and R6 area to B2(see map). Any change to the zoning would permit businesses not consistent with the character of the neighborhood and severely compromise livability. The following concerns support our opposition.

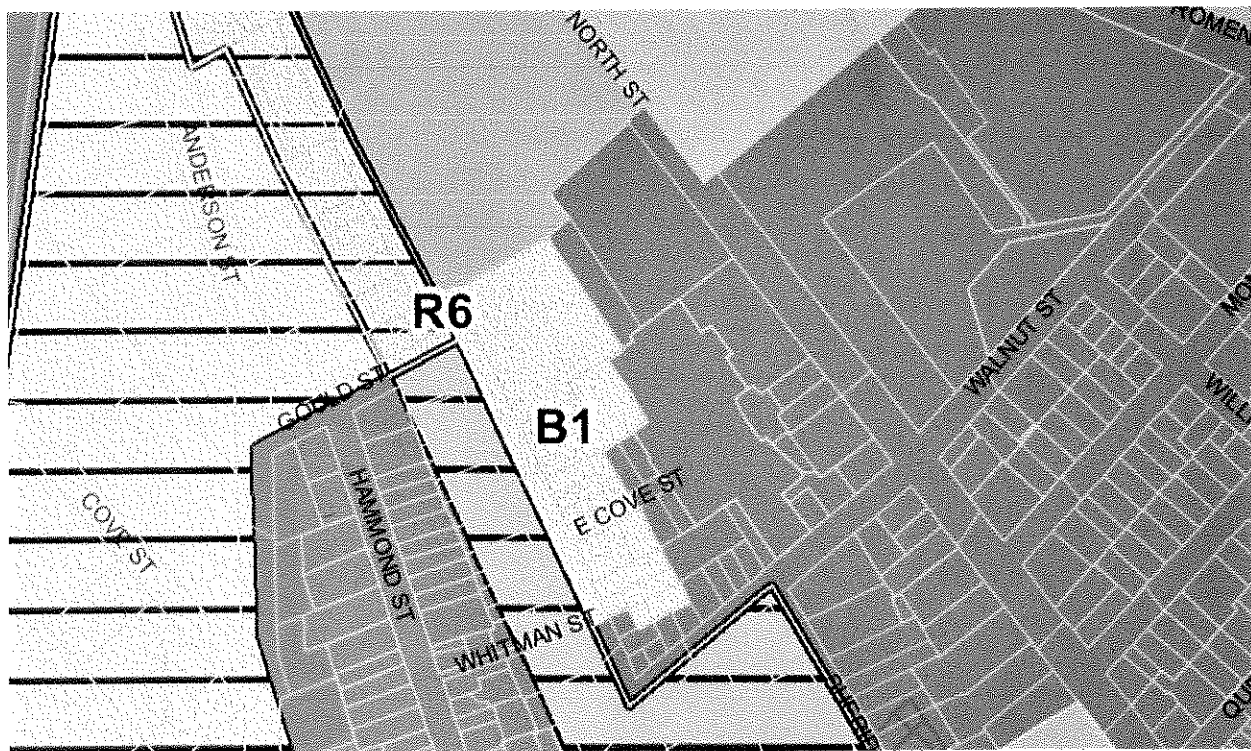
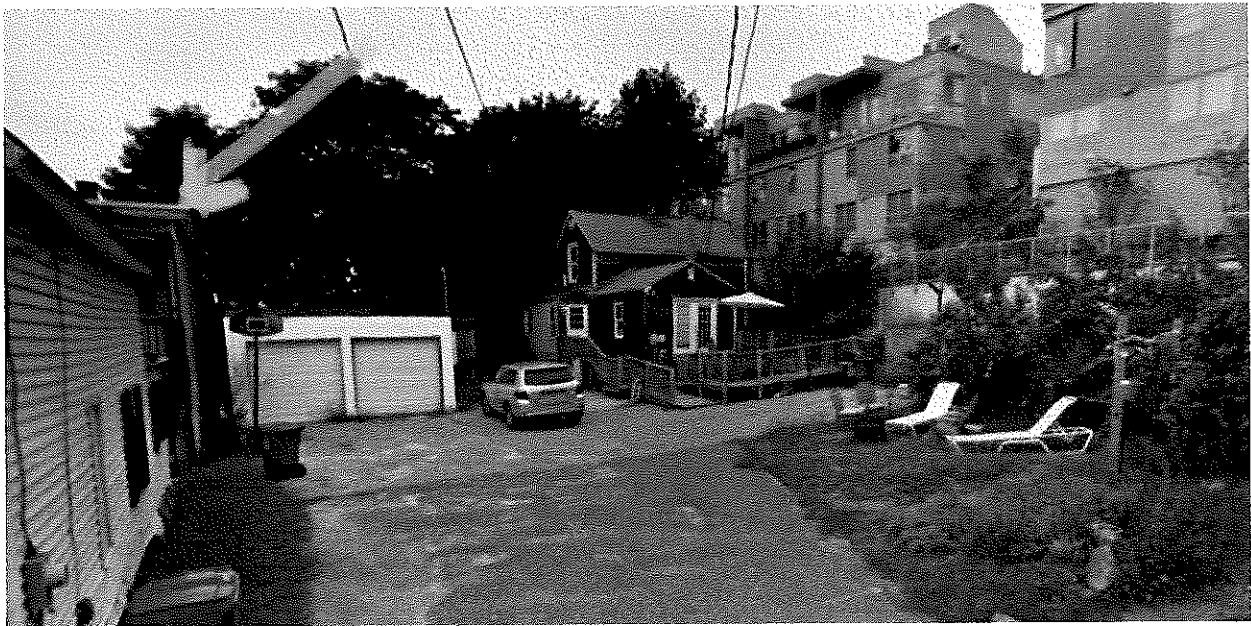
1. The proposed brew pub closely abuts homes on East Cove St., Washington Ave. and Sheridan St. The effects of noise from customers, performances, foot and vehicle traffic, and parking congestion would be felt by at the very least, Washington, Hammond, Walnut, Fox, Sheridan and especially E. Cove Street residents. We already have a high concentration of brew pubs, bars and distilleries to contend with. One more is not needed nor desirable in this location.
2. The 163 Washington Ave. lot is very close to the on/off ramp to 295 at this end of Washington. Cars often speed getting on and off 295 and traffic congestion during the evening hours on Washington Ave., Fox and Walnut Streets is already problematic. Safety is a concern. Such establishments have significant vehicle and foot traffic. People often jaywalk, walk in the street in groups and are inattentive and/or impaired. The sidewalks at this end of Washington Street are very narrow and dark at night. This is an accident waiting to happen. The East End Elementary School is just up the hill. To go to and from school children often use the odd side of Washington, E. Cove Street, Walnut Street and Jack's Path.
3. Jack's Path and community gardens are above this proposed brew pub. These are areas accessed thru Munjoy Heights from E. Cove and Walnut Streets. Children, adults, dog walkers, cyclists, joggers, gardeners and more enjoy fresh air, nature and the views. The noise and foot traffic consistent with a brew pub would be detrimental to the purpose and benefit of such a community space.
4. We are not opposed to business development. Businesses consistent with B1 zoning are appropriate and welcomed. The 2030 Portland Plan Vision Statement states "The uniqueness and integrity of our neighborhoods will be maintained and enhanced." The Executive Summary talks about "improving livability while retaining the key characteristics that make neighborhoods unique." The Plan further states that "new neighborhood plans should set to advance Portland's Plan as specifically tailored to the context and unique qualities of the neighborhoods they pertain to". Changing the zoning and going forward with the 163 Washington Ave. proposal would be counter to this. We hope that in an effort to promote business development the needs of residents to have a livable

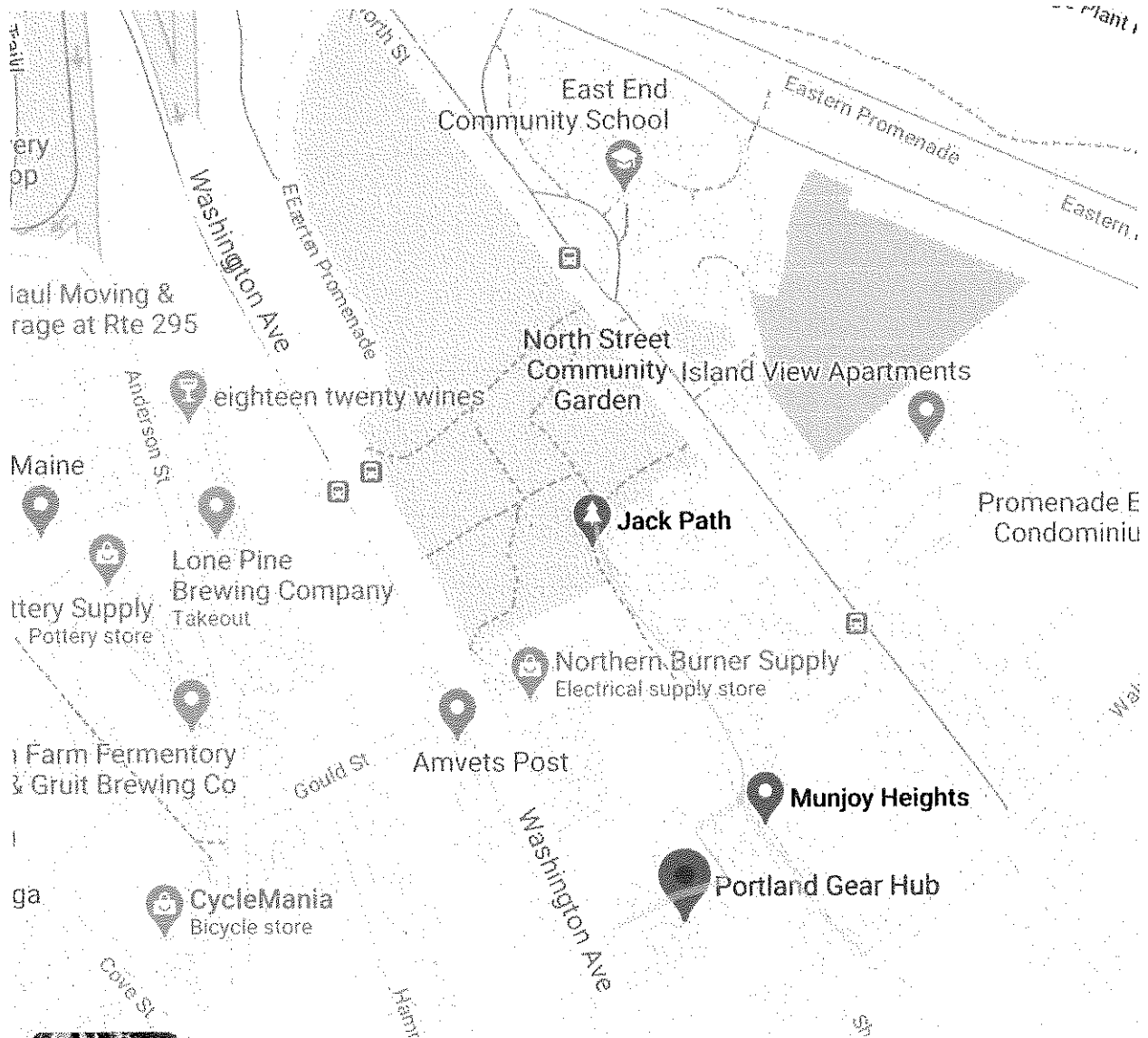
neighborhood are not ignored. The leaning of most of the Planning Board during the 9/8/2020 workshop appeared to be to change this area of Washington Ave. to a B2 zone and promote business growth with little regard for the impact on homeowners and residents. We believe the City needs to advocate for residents and tax paying homeowners with equal determination.

We ask that you look at the photos provided and actually visit the site before making your decision. Highlighted in yellow is 163 Washington Ave. and Jack's Path and its access is also highlighted in yellow. Thank you.









SIGNATURE	FULL NAME	ADDRESS	EMAIL
9/18/20 Mary Morse	Mary Morse	208 Sheridan St. 04101	mrsm.1359@outlook.com
Andrew Marsters	Andrew Marsters	210 Sheridan St.	andrewmarsters@me.com
Kevin R. Schuchat	Kevin R. Schuchat	215 Sheridan St.	Kevin@KevinSchuchat.com
Leslie Hatt	Leslie Hatt	215 Sheridantt.	lesliehatt@gmail.com
JANET GREENFIELD	JANET GREENFIELD	220 SHERIDAN	janetgreenfield57@
PETER BLOOM	PETER BLOOM	220 Sheridan St.	pbloom22@gmail.com
Susanne Robins	Susanne Robins	206 Sheridan St	suerobins@tuc.com

ENN DUNN	222 Sheridan Portland	erindunn23@aol.com	
Chad Robertson	222 Sheridan St Portland	chad.Robertson33@gmail.com	
Terrell Robins	206 Sheridan Portland	trpbins9630@gmail.com	
James Trainer	204 Sheridan St. Portland, ME	jamesstrainer@gmail.com	
Yael Reinharz	"	yael.reinharz@mail.com	
ANN CASADY	205 SHERIDAN Portland, ME 04101	anncasady@yahoo.com	
Peter Pitegoff	205 Sheridan St Portland ME 04101	ppitegoff@gmail.com	
Munira Naqui	203 Sheridan Portland ME 04101	munira_naqui@yahoo.com	
Ali Naqui	203 Sheridan - Portland ME 04101	Ali.Naqui@yahoo.com	
	218 Sheridan Portland, ME 04101	gritter@clarkinsurace.com	
Natanna Pratt	224 " " "04101	natannapratt@hotmail.com	
Bethy Orber	225 " Portland ME 04101	Bethy Orber	
GARY NIELSEN	79 Walnut St Portland ME 04101	Gary Nielsen	
Nancy Mackesey	213 Sheridan St Portland ME 04101	Nancy Mackesey	
DAVID MACKESY	213 SHERIDAN PORTLAND ME 04101	David Mackesy	
Linda Englebert	193 Sheridan St Portland ME 04101	Linda Englebert	
Michel Englebert	193 Sheridan St Portland ME 04101	Michel Englebert	
Bernard Pollak	225 Sheridan St Portland ME 04101	Bernard Pollak	
PETER BAGG	199 SHERIDAN ST PORTLAND, ME 04101	Peter Bagg	
PATRICIA L. Bagg	199 SHERIDAN PORTLAND 04101	Patricia L. Bagg	
Steve Stankin	197 Sheridan Portland 04101	Steve Stankin	
SITAWNEE SNO	229 SHERIDAN ST. PORTLAND, ME 04101	Sitawnee Sno	
Mark Filla	191 Sheridan St Portland 04101	Mark Filla	
Doug Sax	229 SHERIDAN ST PORTLAND ME 04101	Doug Sax	
Robert Morse	208 Sheridan St Portland ME 04101	Robert Morse	

9/23/20



Shukria Wiar <shukriaw@portlandmaine.gov>

Fwd: 163 Washington Ave, - Application no. ZN-000540-2019

1 message

Kevin Kraft <kkraft@portlandmaine.gov>

Thu, Apr 8, 2021 at 9:56 AM

To: Shukria Wiar <shukriaw@portlandmaine.gov>, James Rather <jrather@portlandmaine.gov>

Shukria - please be sure to include this public comment in the [163 Washington Avenue](#) package.

----- Forwarded message -----

From: **mary morse** <mrs1359@outlook.com>

Date: Mon, Apr 5, 2021 at 4:37 PM

Subject: 163 Washington Ave, - Application no. ZN-000540-2019

To: [planningboard@portlandmaine.gov](#) <[planningboard@portlandmaine.gov](#)>

Cc: mary morse <mrs1359@outlook.com>

April 5, 2021

Dear Members of the Portland Planning Board,

We continue to be opposed to the rezoning of 163 Washington Avenue and vicinity properties from the B-1 Neighborhood Business zone to the B-2b Community Business zone. We remain supportive of B1 businesses for this area. You were sent emails and a petition from abutters who disapproved of any map or text amendment that would permit B-2b businesses when the applicant proposed this in 2020. It outlined the specific objections of the abutters. The pictures that were sent especially those from E. Cove Street, demonstrate how intrusive and ill advised zoning change allowing businesses like a brew pub would be. I trust you have all had an opportunity to visit the site. During the 9/8/2020 workshop 2 Planning Board members seemed to have more reservations about the noise and affect on the neighborhood. They were David Austin and Maggie Stanley. One member mentioned 'there were better areas to put a brew pub'. Others appeared to be leaning towards more business development with changes in zoning at this end of Washington especially Brandon Mazer the Chair. In addition Shukria Wiar was pushing for a zoning change. Ultimately a decision was made to proceed with a text amendment. During the public hearing for this, Mr. Curran, the applicant was not happy with a text amendment and has since again proposed a map amendment.

During the District One meeting held in December 2020 numerous residents voiced their concerns about the noise generated by the many drinking establishments in the area. It was confirmed by Belinda Ray that the number of such businesses is not limited by the city. Such unchecked growth has adversely affected many neighborhoods.

A decision to rezone this area would not be consistent with the 2030 Portland Plan. The 2030 Portland Plan Vision Statement states "The uniqueness and integrity of our neighborhoods will be maintained and enhanced." The Executive Summary talks about "improving livability while retaining the key characteristics that make neighborhoods unique." The Plan further states that "new neighborhood plans should set to advance Portland's Plan as specifically tailored to the context and unique qualities of the neighborhoods they pertain to". Changing the zoning and going forward with the 163 Washington proposal would be counter to this. The Permitting and Inspections Department states that with regard to a map amendment the Planning Board as well as the City Council "would have to find that the zoning is appropriate and not likely to cause negative impacts on surrounding existing uses such as residences". I hope that in an effort to promote business development that the needs of residents to have a livable neighborhood are not ignored.

Thank you,
Robert and Mary Morse
[208 Sheridan Street](#)

--

Kevin Kraft, AICP
Deputy Director Planning & Urban Development Department

4/8/2021

City of Portland Mail - Fwd: 163 Washington Ave, - Application no. ZN-000540-2019

389 Congress Street
Portland, Maine 04101
kkraft@portlandmaine.gov

Donovan Reid <biggareid1@gmail.com>
to Planningboard@portlandmaine.gov

Jun 11, 2021, 5:48:37 PM (3 days ago) ☐ ☐ ☐

I support newsclapers brewing

Newscapes Zoning 0 views

Subscribe ☐



Rick Porensky <porenskytree@gmail.com>
to Planningboard@portlandmaine.gov

Jun 11, 2021, 2:29:30 PM (3 days ago)



I support this zoning change.

Sincerely,

Richard Porensky

Newscapes brewing

2 views

Subscribe ☐**todd thompson** <toddthompson1982@gmail....

Jun 10, 2021, 12:15:15 PM (4 days ago)



to Planningboard@portlandmaine.gov

My name is todd thompson. I live in the Portland area and I've tried the amazing beer Newscapes brewing brews and would absolutely love to be able to enjoy their products on a regular basis! Please let's all do what we can to come together and make this happen as soon as possible! Thank you very much!

Sincerely Todd Thompson

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: June 2, 2021

SUBJECT: **Order 291-20/21 Appropriating \$400,000 in Home Investment Partnership Program Funds to Equinox Housing Partners LP RE: 73 Winter Street - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair.

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No

Community Housing of Maine is also seeking 9% Low Income Housing Tax Credit (LIHTC) and tax-exempt debt with MaineHousing to raise equity towards the creation of low-income rental housing. Allocation of LIHTC by MaineHousing is a competitive process based on the highest scores. Approval of the AHTIF request and additional subsidies would assist with maximizing CHOM's final score when they submit their application. The submission date for Low Income Housing Tax Credit applications with the Maine State Housing Authority is July 23, 2021.

PRESENTATION: Mary Davis, Housing and Community Development Division Director and Victoria Volent, Housing Program Manager will be available for questions.

I. SUMMARY

Community Housing of Maine is requesting \$400,000 through the Affordable Housing Development Program to construct 43 units of affordable rental housing.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation is proposing to construct 43 rental units for family housing at 73 Winter Street and is requesting \$400,000 in HOME funding at 0% interest rate loan deferred for 30 years. The partnership would be called Equinox Housing Partners LP.

The project would include 6 efficiencies apartments, 15 one-bedroom, 13 two-bedroom, and 9 three-bedroom apartments. 26 units (or 60%) would be reserved for households earning at or below 50% of the area median income and 17 (or 40%) would be reserved for households earning at or below 60% of the area median

income. Ten (10) units would be set aside for women and families working on all aspects of recovery through Northern Light Mercy Hospital's McAuley Residence program. The units would have affordability restrictions through the HOME program.

The income limit for a one-person household at 50% AMI is \$35,000. The income limit for a one-person household at 60% AMI is \$42,000.

An Affordable Housing Tax Increment Financing request and a Credit Enhancement Agreement (CEA) are being considered in the items below.

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

III. BACKGROUND

Community Housing of Maine in partnership with Portland Housing Development Corporation is proposing to convert the surface parking lot at 73 Winter Street on the Mercy Hospital State Street campus into a new four story elevator-assisted building with 43 units of affordable rental housing for families.

The project would be comprised of six (6) efficiencies apartments, fifteen (15) one-bedroom, thirteen (13) two-bedroom, and nine (9) three-bedroom apartments. Of the units 26 (or 60%) would be reserved for households earning at or below 50% of the area median income and 17 (or 40%) would be reserved for households earning at or below 60% of the area median income. Ten units would be set aside for women and families working on all aspects of recovery through Northern Light Mercy Hospital's McAuley Residence program. The units would have affordability restrictions through the HOME program.

The income limit for a one person household at 50% AMI is \$35,000. The income limit for a one person household at 60% AMI is \$42,000.

CHOM has requested \$400,000 in HOME funding at 0% interest rate loan deferred for 30 years. A separate Affordable Housing Tax Increment Financing request is being considered under Order 20/21. This project is also seeking 9% Low Income Housing Tax Credit and tax-exempt debt with MaineHousing.

As described by the developer, the Equinox would contribute 43 income-restricted units to the production of housing in downtown Portland less than one block from a METRO stop, and near employment opportunities.

"According to Ribbon Demographics, some 55.7% of housing units in Portland are renter-occupied, with approximately 43.7% of the renter households paying more than 30% of their household income on housing costs. This demonstrates a clear need for affordable rental units in the area."

"CHOM commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties."

This project is expected to receive a public hearing with the Planning Board during the month of July, 2021.

The 2021 Affordable Housing Development Application made available a total of \$1,563,238 from the 2021-2022 HOME fund (\$607,263) and Housing Trust Fund (\$955,975) for affordable housing development. The City received two applications requesting a total of \$600,000 in funding.

The staff recommendation to the Housing and Economic Development Committee was for \$400,000 in funding at zero percent interest, terms pending underwriting conditions.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase access to rental and homeownership that is safe, affordable, and accessible with emphasis on elders and Covid-related market conditions.

V. FINANCIAL IMPACT

Recommendation for funding is for \$400,000 HOME Investment Partnership Program Funds

When completed this project's new total assessed value is estimated at \$4.3 million with an estimated tax liability of \$71,000

VI. STAFF ANALYSIS AND BACKGROUND

According to Portland's Comprehensive Plan 2030, while Portland has welcomed much needed new housing construction in recent years, both the lack of sufficient housing supply and the affordability of that housing for a healthy socioeconomic cross-section of the population remain urgent challenges.

The City of Portland is actively engaged in efforts to encourage housing preservation and creation for all income levels and household sizes city-wide, both through policy initiatives and through public/nonprofit partnerships with agencies such as Portland Housing Authority, Community Housing of Maine, Avesta Housing, Preble Street, Shalom House, and the Maine Affordable Housing Coalition.

The Comprehensive Plan has set the following goals:

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

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

Pursue policies to enable people who work in Portland to have the option to live in Portland.

Adopt sustainable land use and transportation policies that support connectively, walkable neighborhoods, and multi-modal transportation.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. Underwriting will be available for the second read of this item.

VII. RECOMMENDATION

Approval by the City Council of the Housing and Economic Development Committee's recommendation of HOME funding in the amount of up to \$400,000 deferred for 30 years, pending final underwriting conditions.

VIII. LIST ATTACHMENTS

1. Appropriating HOME funds Equinox Housing Partners 73 Winter St. 6.21.2021
2. 73 Winter St Summary without AHTIF attach for City Council

Prepared by:

Victoria Volent, Housing Program Manager

Date: 6/2/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROPRIATING \$400,000 IN
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS TO
EQUINOX HOUSING PARTNERS LP
RE: 73 WINTER STREET**

ORDERED, that the amount of \$400,000 in Home Investment Partnerships Program funds is hereby appropriated to the Equinox Housing Partners LP for development costs for its project at 73 Winter Street; and

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

The Equinox – 73 Winter Street

A. Project Summary

Project Overview

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation (PHDC), through a jointly owned subsidiary Winter Street Development GP LLC, propose to convert the surface parking lot at 73 Winter Street on the Mercy Hospital State Street campus into 41 units of affordable rental housing for families. Located in the heart of Portland's West End, the development will provide much needed high quality, permanent, affordable rental housing to individuals earning less than 50% and 60% of Area Median Income.

The Equinox will include a 10-unit set-aside for women and families working on recovery through the expansion of Northern Light Mercy's successful McAuley program. Referrals into the program will predominantly come from the City of Portland family shelter and other community agencies. CHOM and Northern Light Mercy currently partner at the two existing McAuley Residences located in Portland and Bangor, providing stability for 25 families between the two sites. The McAuley program is designed to promote positive, lasting changes to break the cycle of unhealthy dependencies and encourage healthy independence through a holistic approach covering all aspects of recovery, including spirituality, parenting, physical and emotional wellness, career and education, financial responsibility, and time management. The program receives inquiries from nearly 150 women every month, desperately seeking access to the program. The critical need, coupled with the effectiveness of Mercy's program, is prompting the expansion of the McAuley Residence outcome-based model to The Equinox in Portland.

CHOM, a Community Housing Development Organization, will serve as principal developer taking responsibility for all of the customary responsibilities in a development project of this type, including, but not limited to, obtaining site control, environmental and market studies, all necessary permits, financing, regulatory approval, syndication of tax credits, hiring and supervision of design professionals, and construction management. Through Winter Street Development GP LLC, CHOM and PHDC will continue to have control and supervise the on-going management of the project.

Portland Housing Authority will serve as the management agent. PHA provides long term affordable rental housing and rental assistance to more than 2,700 low-income families, seniors and disabled individuals through its Low-Income Public Housing (LIPH), Housing Choice Voucher (HCV) and Low-Income Housing Tax Credit (LIHTC) Programs. This includes management of just over 1,000 LIPH, LIHTC and market-rate units and administration of 1,800 housing vouchers. PHA houses over 6,500 residents, close to 10% of the City's population. PHA believes that providing safe, quality, affordable housing offers its residents the stability they need and the opportunity for success they deserve.

The project site is one of 3 proposed subdivided lots on the existing Chart 45, Block C, Lot 6001 (148 State Street), a 2.35 acres parcel that is improved by the historic Mercy Hospital building and associated parking. A Levell III site plan was submitted by the campus owner, NewHeight Redfern LLC on September 15, 2020. CHOM also has site control for a second parcel on Lot 6001, where it will build a 52-unit affordable housing project serving older adults aged 55 and over. The two Winter Street affordable housing projects are part of the larger effort to reimagine the 3.51 acres historic hospital campus and convert it into a mixed-use mixed-income residential development.

The proposed development complies with the current B-3 zoning which allows for residential uses. This section of Winter Street has a Downtown Height Overlay of 35' maximum, however the project is eligible for an affordable housing height density bonus of an additional 25'. The proposed project is 45' and falls within the current zoning height requirements. The proposed lot (Lot A-2) is 0.39 acres. CHOM commissioned a Phase 1 Environmental Site Assessment, and no issues were identified that will remain upon acquisition of the site.

Portland's Comprehensive Plan

The proposed development helps Portland meet several policy goals related to sustainable development and housing outlined in its 2017 Comprehensive Plan. The Plan's Executive Summary emphasizes the need to "Reinforce the Center" through better housing and transportation. The Plan calls for a production of a variety of housing types, with a focus on key nodes and corridors. The site's location, right in the heart of downtown Portland, adjacent to one of the identified "priority corridors" (State Street), and less than one block from a METRO stop, is extremely well located for housing and promotes a healthy walkable city neighborhood. Further, the project's walkable location and Passive House design support the Plan's sustainability goals by reducing energy consumption and greenhouse gas emissions.

The *Housing Policy Guide: A Livable City* recognizes that the lack of sufficient housing supply and the affordability of that housing is an urgent challenge. It establishes a goal to increase the overall supply of housing, and to continue encouraging income-restricted affordable housing development. Finally, the guide establishes a goal to pursue housing that enables those who work in Portland to have the option to live in Portland. The Equinox will contribute 41 income-restricted units to the production of housing in downtown Portland, near employment opportunities, making this goal economically feasible for the families living there.

The Scope, Site and Building Design

The scope of work for the 41-unit Equinox includes construction of 17 one-bedroom, 15 two-bedroom, and 9 three-bedroom rental units in a 41,437 square foot new construction 4-story elevator assisted building. Twenty five units (two studio, twelve 1BR, eight 2BR, and three 3BR) at the Equinox will be made available to residents with Very Low Incomes (50% of Area Median Income or less) and the remaining 16 units (five 1BR, five 2BR, and six 3BR) will be made available to Low Income residents (60% AMI or less).

The development will have many on-site tenant amenities, including a community room, community kitchen, two laundry rooms, indoor bike & stroller room, manager's office, resident services office, broadband and tele-med capabilities, outside gathering space, and limited onsite parking. In addition, public transportation, a medical clinic, elementary school, grocery market, open public green space, and myriad other commercial and cultural activities are all located within walking distance of the project.

The building will have its main entrance on Winter Street, with a secondary common entrance in back leading to a Woonerf street situated between the building and the historic hospital building. Apartments along Winter Street will also have their own individual entrances, creating front porches and garden areas. The concept design has taken great care to break-up the massing of the building and to complement the historic architecture of the neighborhood. The landscape plan calls for year-round horticulture, street trees, seat walls and benches, and a pedestrian green "alley way" between the two CHOM/PHDC buildings which is also designed to accommodate emergency vehicles.

The building will be designed to meet Passive House Standards, the industry standard for sustainable building construction, and will meet or exceed Portland's Green Building Ordinance. CHOM and PHDC are committed to green building design and construction for energy efficiency and durability, which translates into lower operating costs, as well as improved indoor air quality and natural lighting, which residents appreciate. The green design also supports the Comprehensive Plan's goal to encourage quality, sustainable design in new housing development.

Housing Need

According to Ribbon Demographics, the estimated population of Portland in 2019 was 67,313 and is expected to increase to 67,956 by 2024. Approximately 54.1% of the population in 2019 was between the ages of 18 and 55, with a median age of 38.1 years, and average household size of 2.03 persons per household. Some 55.7% of housing units in Portland are renter-occupied, with approximately 43.7% of the renter households paying more than 30% of their household income on housing costs. This demonstrates a clear need for affordable rental units in the area. In fact, according to the National Low-Income Housing Coalition, the wage needed to support a two-bedroom apartment in Portland is \$29.15, one of the highest in the nation, while the mean renter wage was only \$14.83 an hour.

CHOM commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area.

The Equinox will provide 41 new rent restricted units for families in downtown Portland near public transportation and employment opportunities. It will contribute to the City's goal outlined in the Comprehensive plan to produce 2,557 new housing units by 2027, and it will help reduce the severe shortfall in the number of affordable units currently available.

Community Housing of Maine and Portland Housing Development Corporation: Mission & Experience

CHOM is an independent 501(c)(3) non-profit organization that develops, owns, and maintains quality, affordable housing for people with low incomes and special needs. Founded in 1993, CHOM owns and operates 80 housing sites in 31 communities, creating more than 783 units of affordable housing. In the City of Portland alone, CHOM has more than 250 units of affordable and supportive housing under its charge. Nearly 1/3 of CHOM's tenants (346) were homeless at entry, of which 145 were homeless Long Term Stayers.

PHDC is a 501(c)(4) non-profit organization that provides real estate development services for the preservation and expansion of affordable housing opportunities in Portland, Maine. Established in 1983, PHDC is the real estate development arm of the Portland Housing Authority (PHA). PHDC staff have over 20 years of experience in real estate development, sustainable design, community planning, finance and construction. They have

collectively developed nearly 2,000 affordable homes in their careers. PHDC creates permanently affordable housing for households in need and ensures the agency's portfolio remains viable for the long-term.

The experienced, highly professional staff of our two organizations have the demonstrated ability to successfully develop, own and operate complex LIHTC projects such as The Equinox. CHOM and PHDC work closely with municipal officials, planners, architects, service providers, and community members to thoughtfully design buildings that function efficiently and blend seamlessly into neighborhoods. With the confidence and support of funding institutions including MaineHousing, the Federal Home Loan Bank of Boston, the Genesis Community Loan Fund, HUD, cities such as Portland and Bangor, banks and private lending institutions, CHOM and PHDC consistently deliver excellence in housing that communicates dignity and respect to individuals served.

Affordable Housing Development and Tax Increment Financing Request

CHOM and PHDC will apply for Low-Income Housing Tax Credits (LIHTC) through MaineHousing's 2022 QAP for the Equinox development. CHOM and PHDC are requesting \$400,000 in Affordable Housing Development Funding (\$9,756 per unit) to leverage an additional \$12.45 Million in State and Federal Funds that would be received if awarded a LIHTC allocation.

The rent restrictions that are a part of the LIHTC program reduce the income available to pay the expenses of the project, resulting in a tight operating budget for all projects of this type. The two single largest operating costs are energy and taxes. CHOM and PHDC strongly believe in making the upfront investment in high quality materials and energy-efficient construction standards to help control energy costs over the long-run. CHOM and PHDC are requesting a TIF Agreement to fix the tax burden at a level the project can support, thereby helping to ensure that adequate funds are available for the on-going management, maintenance, and service coordination. Maintaining the building and grounds properly is critical to communicating dignity and respect to our tenants, to our neighbors, and to the community at large. CHOM and PHDC are requesting that the City of Portland agree to return to the project any required property taxes above 50% of the annual assessment for a period of 30 years, beginning at the time the building is completed and the project is occupied.

Affordable Housing Development funding in the amount of \$400,000, plus an adjustment of the real estate taxes to a level that the project can afford, is necessary for the project to be financially feasible. In addition, approval of this request by the City of Portland in advance of August 26th would also allow The Equinox to receive additional points on the upcoming LIHTC application, increasing its competitiveness and, therefore, the likelihood of a tax credit allocation.

CHOM and PHDC would be delighted to partner with the City of Portland to bring much needed affordable housing to our community. Thank you for your kind consideration of this request.

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW FROM ABOVE
NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW LOOKING NORTH ON SPRING STREET - PROPOSED



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW LOOKING EAST ON WINTER STREET - PROPOSED
NTS



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW LOOKING SOUTH ON SPRING STREET - PROPOSED



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS
WINTER STREET, PORTLAND, MAINE

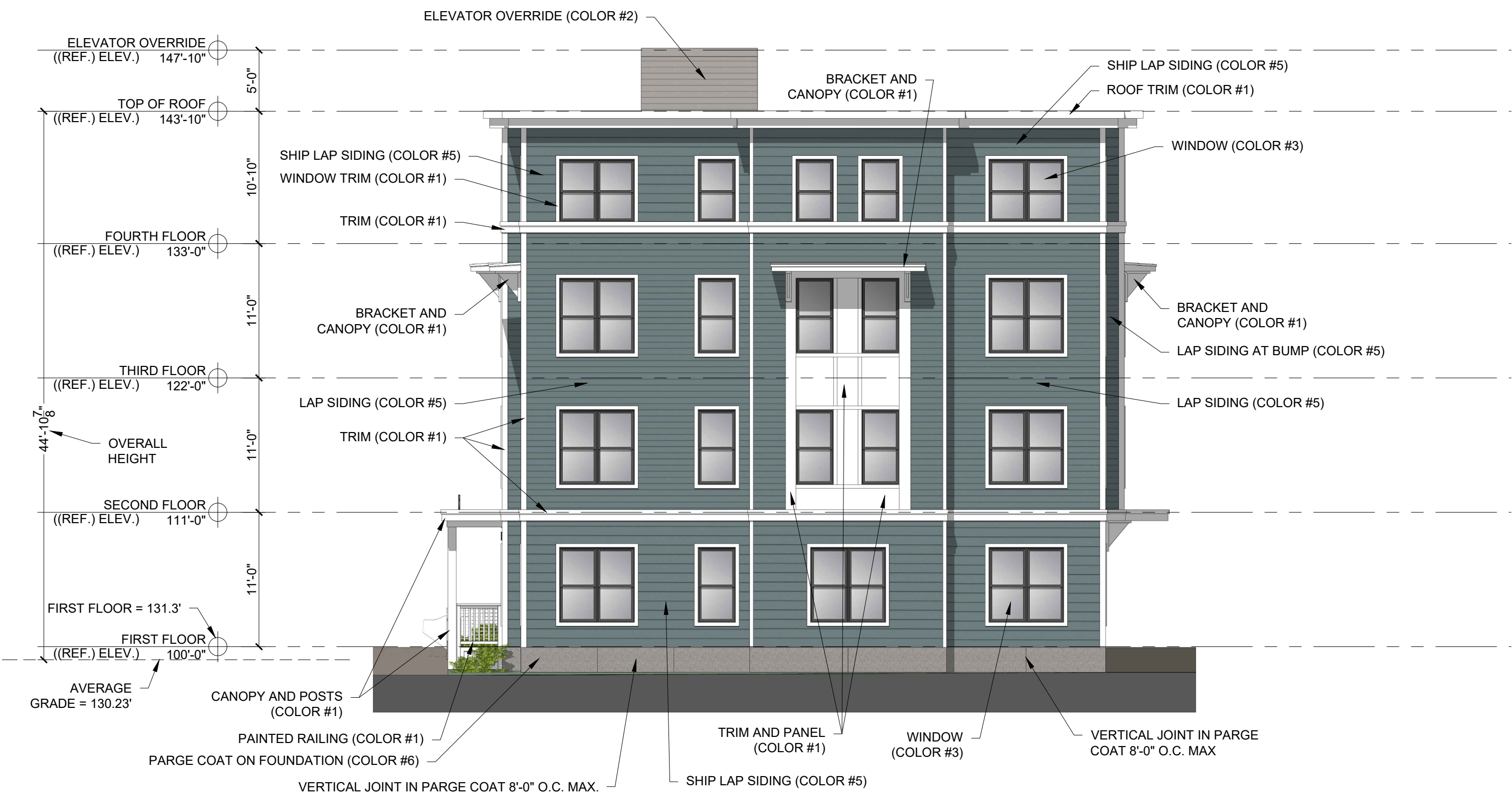
NOVEMBER 13, 2020



1 SOUTH ELEVATION
1/8" = 1'-0"

Table with 3 columns: ITEM, INFORMATION, and COLOR. It lists materials like TRIM, SHIPLAP SIDING, WINDOW, and PARGE COAT with their respective specifications and colors (White, Pearl Gray, Black, Navajo Beige, Boothbay Blue, Medium Gray).

MATERIALS NOTE:
1.) ALL DIS-SIMILAR METALS TO BE ISOLATED FROM ONE ANOTHER WITH ADHERED STRIPS OR SEALANTS TO PREVENT GALVANIC ACTION



1 EAST ELEVATION
1/8" = 1'-0"



RYAN SENATORE ARCHITECTURE

PROGRESS PRINT ONLY
Not for Construction

FAMILY APARTMENTS
WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



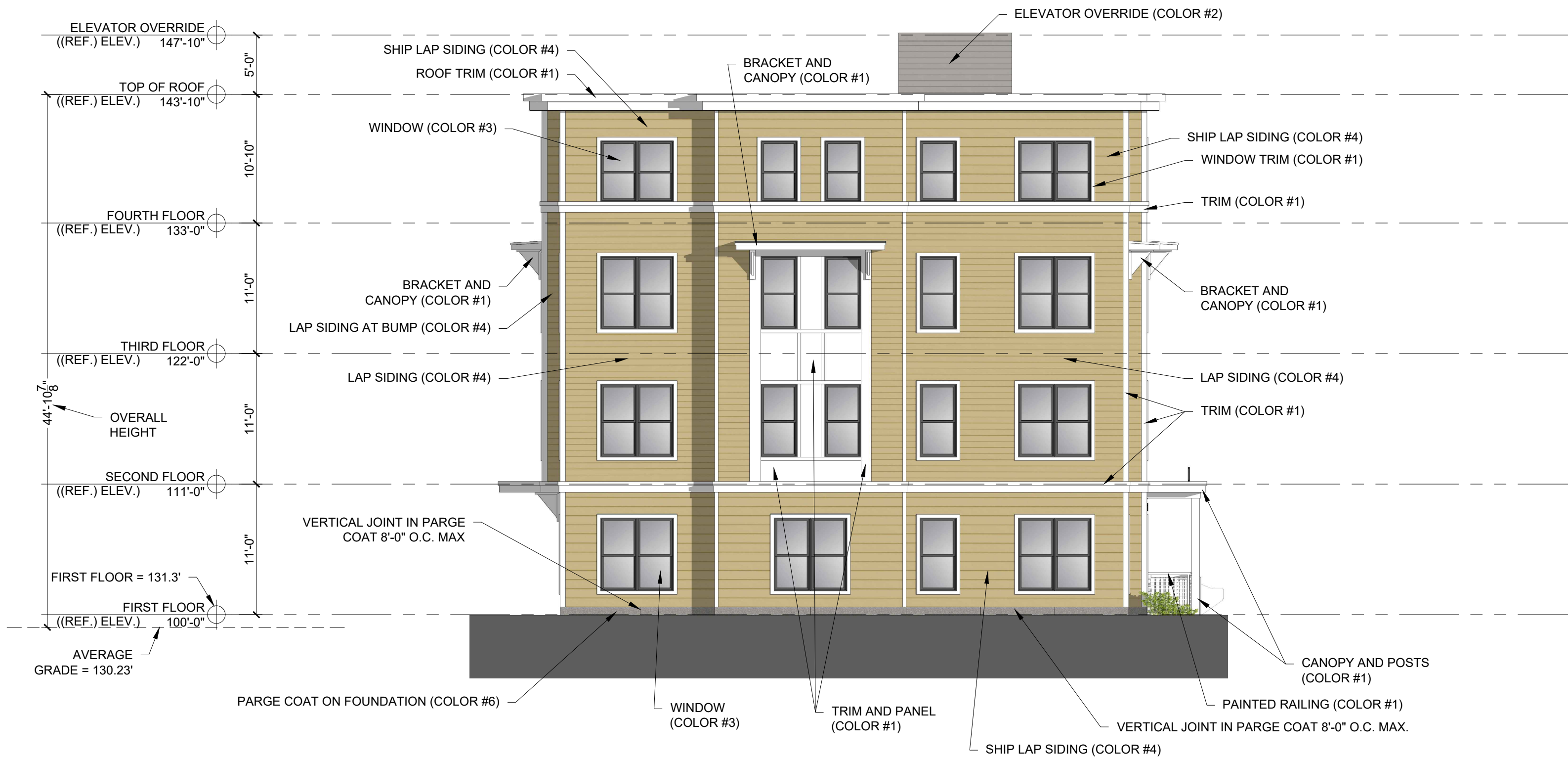
1 NORTH ELEVATION
1/8" = 1'-0"

MATERIALS KEY

ITEM	INFORMATION	COLOR
TRIM - COLOR #1	PVC	WHITE
SHIPLAP SIDING - COLOR #2	FIBERCEMENT - ARTISAN SQUARE CHANNEL - 9" EXPOSURE - SMOOTH	PEARL GRAY
WINDOW - COLOR #3		BLACK
SHIPLAP SIDING - COLOR #4	FIBERCEMENT - ARTISAN SQUARE CHANNEL - 9" EXPOSURE - SMOOTH	NAVAJO BEIGE
SHIPLAP SIDING - COLOR #5	FIBERCEMENT - ARTISAN SQUARE CHANNEL - 9" EXPOSURE - SMOOTH	BOOTHBAY BLUE
PARGE COAT - COLOR #6		MEDIUM GRAY
LAP SIDING - COLOR #2	FIBERCEMENT 6" EXPOSURE - SMOOTH FINISH	PEARL GRAY
LAP SIDING - COLOR #4	FIBERCEMENT 6" EXPOSURE - SMOOTH FINISH	NAVAJO BEIGE
LAP SIDING - COLOR #5	FIBERCEMENT 6" EXPOSURE - SMOOTH FINISH	BOOTHBAY BLUE

MATERIALS NOTE:

1.) ALL DIS-SIMILAR METALS TO BE ISOLATED FROM ONE ANOTHER WITH ADHERED STRIPS OR SEALANTS TO PREVENT GALVANIC ACTION



2 WEST ELEVATION
1/8" = 1'-0"



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

SOURCES & USES	
MH Subsidy	860,000
MH Amortizing Loan	4,200,000
Conventional Mortgage	0
City HOME	400,000
City HTF	0
AHP Subsidized Advance	0
AHP Direct Subsidy	0
Seller Note	0
Sponsor Loan	0
Deferred Developer Fee	0
-	0
-	0
LIHTC Equity	7,653,235
Fed HTC Equity	0
State HTC Equity	0
State LIHTC Equity	0
Capital Funds	0
Existing Operating Reserves	0
Interim Income	0
Total Sources	13,113,235
Construction Costs	9,620,413
Soft Costs	877,904
Finance Costs	323,481
Miscellaneous	147,500
Acquisition	950,000
Reserves	443,937
Development Fee	750,000
Total Uses	13,113,235

DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	710,000	16,512		710,000
Construction	8,429,917	196,045	0	8,429,917
Demolition	0	0		0
Builder General Conditions	0	0		0
Builder Overhead and Profit	0	0		0
Bond Premium	0	0		0
Other Construction Costs	0	0		0
Construction Contingency	480,496	11,174		480,496
Subtotal Construction Costs	9,620,413	223,731	0	9,620,413
Permits & Impact Fees	142,724	3,319		142,724
Survey & Engineering	50,000	1,163		50,000
Architectural & Design	485,000	11,279		485,000
Legal	70,000	1,628		70,000
Title & Recording	14,000	326		14,000
Accounting	12,000	279		12,000
Construction Period Tax	34,180	795		34,180
Insurance	45,000	1,047		45,000
Soft Cost Contingency	25,000	581		25,000
Subtotal Soft Costs	877,904	20,416	0	877,904
Construction Loan Costs	246,881	5,741		246,881
Permanent Loan Costs	76,600	1,781		76,600
Subtotal Finance Costs	323,481	7,523	0	323,481
Market Study	6,000	140		6,000
Appraisal	7,000	163		7,000
Environmental	2,500	58		2,500
LIHTC Process & Monitoring Fees	107,000	2,488		107,000
Relocation	0	0		0
FF&E	25,000	581		25,000
Other Misc Costs	0	0		0
Subtotal Miscellaneous	147,500	3,430	0	147,500
Acquisition: Buildings	0	0		0
Acquisition: Land	950,000	22,093		950,000
Acquisition: Carrying Costs	0	0		0
Subtotal Acquisition	950,000	22,093	0	950,000
Operating Deficit Escrow (ODE)	262,643	6,108		262,643
Replacement Reserve (IDRR)	82,749	1,924		82,749
Tax & Insurance Reserve (T&I)	55,633	1,294		55,633
Rent Up & Marketing/Working Capital	42,912	998		42,912
Other Reserves	0	0		0
Subtotal Reserves	443,937	10,324	0	443,937
Developer Overhead	650,000	15,116		650,000
Developer Profit	100,000	2,326		100,000
Consultant Fee	0	0		0
Other Fees	0	0		0
Subtotal Development Fee	750,000	17,442	0	750,000
Total Project Costs	13,113,235	304,959	0	13,113,235
Total Development Costs (TDC Cost Index Adjustment)		254,979		

RENT SCHEDULE								
Type	AMI	# of Units	Max Program Rents	Less Utility Allow.	Max Gross Rent	Contract Rent	Market Rent	Annual Rent
Studio	30% LIHTC	0						
	50% LIHTC	3	874	35	839	839	0	30,204
	50% LIHTC (PBV)	1	1,196	35	1,161	1,161	0	10,068
	60% LIHTC	2	1,048	35	839	890	0	21,360
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
6	Market	0						
1BR	30% LIHTC	0						
	50% LIHTC	5	936	46	890	890	0	53,400
	50% LIHTC (PBV)	2	1,351	46	1,305	1,305	0	21,360
	60% LIHTC	8	1,123	46	1,063	1,063	0	102,048
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
15	Market	0						
2BR	30% LIHTC	0						
	50% LIHTC	3	1,123	60	1,063	1,063	0	38,268
	50% LIHTC (PBV)	8	1,751	60	1,691	1,691	0	102,048
	60% LIHTC	2	1,348	60	1,288	1,288	0	30,912
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
13	Market	0						
3BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	4	2,267	75	2,192	2,192	0	58,704
	60% LIHTC	5	1,558	75	1,483	1,483	0	88,980
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
9	Market	0						
4BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
0	Market	0						
5BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
0	Market	0						
6BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
0	Market	0						
Total Units	43		Annual Gross Rental Revenue					557,352
Total Bedrooms	74		Operating Subsidy:			PBV HAP Differential		120,624
			Other Income:			0		0
			Other Income:			0		0
			Other Income:			0		0
			Other Income:			0		0
			Vacancy Rate			5%		(33,899)
			Tax Increment Financing					36,500
			Commercial Rental Income					0
			Effective Gross Income					680,577

OPERATING EXPENSES		
Expense	Annual Total	Annual Per Unit
<u>Management Expenses</u>		
Management Fees	36,000	837
Management Charges	35,000	814
Marketing	0	0
Legal Expenses	2,100	49
Auditing Expenses	7,000	163
Other Admin	0	0
Total Administrative Expenses	80,100	1,863
<u>Utility Expenses</u>		
Gas	4,000	93
Electricity	31,500	733
Water/Sewer	10,500	244
Other Utility Expenses	1,100	26
Total Utility Expenses	47,100	1,095
<u>Maintenance Expenses</u>		
Janitorial Payroll	0	0
Janitorial Supplies and Eqmt	0	0
Janitorial Contractual Services	7,000	163
Garbage Removal	3,000	70
Vehicle and Equipment	0	0
Grounds Maintenance Payroll	0	0
Grounds Tools and Supplies	0	0
Grounds Contractual Services	7,000	163
Miscellaneous Ground Maintenance	0	0
Building Maintenance Payroll	44,500	1,035
Building Tools and Supplies	5,000	116
Building Contractual Services	13,000	302
Building Systems Maintenance	11,000	256
Tenant Damage Charges	0	0
Other Maint.	0	0
Total Maintenance Expenses	90,500	2,105
<u>General Expenses</u>		
Property Taxes	73,000	1,698
Property and Liability Insurance	17,000	395
Other Financial Expenses	0	0
Resident Services	13,000	302
Other General	15,000	349
Total General Expenses	118,000	2,744
Total Housing Expenses	335,700	7,807
<u>Commercial Expenses</u>		
Admin Expenses	0	0
Operating Expenses	0	0
Maintenance Expenses	0	0
General Expenses	0	0
Other Comm.	0	0
Total Commercial Expenses	0	0
Total Budgeted Expenses	335,700	7,807
Replacement Reserves	19,350	450
Total Opex + Reserves	355,050	8,257

PROJECT: Equinox
LOCATION: 73 Winter Street, Portland, Maine 04102

DEVELOPMENT ASSUMPTIONS						
Total Units		43	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 30% AMI	0.0%	0	Rent	2.00%	2.00%	2.00%
# @ 50% AMI	60.5%	26	Operating Expense	3.00%	3.00%	3.00%
# @ 60% AMI	39.5%	17	Other Income	2.00%	2.00%	2.00%
# @ 80% AMI	0.0%	0	Vacancy	5.0%		
# @ Market	0.0%	0	Debt Coverage Ratio	1.15		

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
	Year: Months: Date:	Yr 0 1 2023	Yr 1 13 2024	Yr 2 25 2025	Yr 3 37 2026	Yr 4 49 2027	Yr 5 61 2028	Yr 6 73 2029	Yr 7 85 2030	Yr 8 97 2031	Yr 9 109 2032	Yr 10 121 2033
Effective Gross Income		56,715	694,189	708,073	722,234	736,679	751,412	766,440	781,769	797,405	813,353	829,620
Less Operating Expense		29,588	365,702	376,673	387,973	399,612	411,600	423,948	436,667	449,767	463,260	477,158
Net Operating Income		27,127	328,487	331,400	334,261	337,067	339,812	342,492	345,103	347,638	350,093	352,462
Less RLP Repay		23,847	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		3,280	42,322	45,234	48,096	50,901	53,646	56,327	58,937	61,472	63,927	66,297
Cash Flow per Unit		0	984	1,052	1,119	1,184	1,248	1,310	1,371	1,430	1,487	1,542
Debt Coverage Ratio (RLP)		1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.21	1.22	1.23
Operating Reserve Balance		262,643	275,775	289,564	304,042	319,244	335,206	351,967	369,565	388,043	407,445	427,818

	Year: Months: Date:	Yr 11 133 2034	Yr 12 145 2035	Yr 13 157 2036	Yr 14 169 2037	Yr 15 181 2038	Yr 16 193 2039	Yr 17 205 2040	Yr 18 217 2041	Yr 19 229 2042	Yr 20 241 2043
Effective Gross Income		846,212	863,136	880,399	898,007	915,967	934,287	952,972	972,032	991,472	1,011,302
Less Operating Expense		491,472	506,216	521,403	537,045	553,156	569,751	586,844	604,449	622,582	641,260
Net Operating Income		354,740	356,920	358,996	360,962	362,811	364,536	366,129	367,583	368,890	370,042
Less RLP Repay		286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166
Less Other Repay		0	0	0	0	0	0	0	0	0	0
Cash Flow		68,574	70,754	72,831	74,797	76,645	78,370	79,963	81,417	82,724	83,876
Cash Flow per Unit		1,595	1,645	1,694	1,739	1,782	1,823	1,860	1,893	1,924	1,951
Debt Coverage Ratio (RLP)		1.24	1.25	1.25	1.26	1.27	1.27	1.28	1.28	1.29	1.29
Operating Reserve Balance		449,209	471,669	495,253	520,015	546,016	573,317	601,983	632,082	663,686	696,870

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: June 1, 2021

SUBJECT: **Order 292-20/21 Designating the 73 Winter Street Affordable Housing Development District and Adopting the Municipal Development Program for the District- Sponsored by Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No

Community Housing of Maine is also seeking 9% Low Income Housing Tax Credit (LIHTC) and tax exempt debt with MaineHousing to raise equity towards the creation of low-income rental housing. Allocation of LIHTC by MaineHousing is a competitive process based on the highest scores. Approval of the AHTIF request would assist with maximizing CHOM's final score when they submit their application. The submission deadline for LIHTC applications with the Maine State Housing Authority is July 23, 2021. A Notice of Public Hearing must be published 10 days before the July 19 hearing date.

PRESENTATION: Mary Davis, Housing and Community Development Division Director and Victoria Volent, Housing Program Manager will be available for questions.

I. SUMMARY

Community Housing of Maine (CHOM) is requesting financial assistance from the City in the form of Affordable Housing TIF (AHTIF) to assist with the proposed creation of 43 units of affordable family rental housing at 73 Winter Street.

II. AGENDA DESCRIPTION

During a meeting held on May 4, 2021, the Housing and Economic Development voted (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation is proposing to construct 43 affordable apartments at 73 Winter Street and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project. The partnership would be called Equinox Housing Partners LP.

CHOM has requested two forms of financial assistance: \$400,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$44,581, with an estimated total of \$1,337,426 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project

would be taxable with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$71,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$44,581 with an estimated total of \$1,337,426, would be non-captured general fund revenue.

See previous order for additional information on project affordability.

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

III. BACKGROUND

The project would include six (6) efficiencies; fifteen (15) one-bedroom, thirteen (13) two-bedroom, and nine (9) three-bedroom apartments. 60% or 26 of the units would be available to households earning 50% of the area median income (AMI). 40% or 17 of the units would be available to households earning 60% of the area median income. Ten units would be set aside for women and families working on all aspects of recovery through Northern Light Mercy Hospital's McAuley Residence program. The project units would have affordability restrictions through the AHTIF program.

The income limit for a one person household at 50% AMI is \$35,000. The income limit for a one person household at 60% AMI is \$42,000.

CHOM has requested two forms of financial assistance: \$400,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$44,581, with an estimated total of \$1,337,426 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$71,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$44,581, with an estimated total of \$1,337,426 would be non-captured general fund revenue.

The project is seeking a 9% Low Income Housing Tax Credit (LIHTC) and tax-exempt debt with MaineHousing contingent upon a reduction in operating costs through creation of the AHTIF District that provides for a minimum of 50% of the project annual property tax revenue to be returned to the developer, and approval of the proposed Credit Enhancement Agreement. Approval of the AHTIF request is key to making the project application competitive in the LIHTC application process.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Establishing an Affordable Housing TIF District to support the development of 43 new units of rental housing.

Increase access to rental and homeownership that is safe, affordable, and accessible, with emphasis on elders and Covid-related market conditions.

V. FINANCIAL IMPACT

If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$44,581, with an estimated total of \$1,337,426 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$71,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$44,581, with an estimated total of \$1,337,426 would be

non-captured general fund revenue.

Additionally, the AHTIF would create tax sheltering benefits estimated at an average of \$16,724+ per year, or \$501,720+ over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND

Public Benefit: In reviewing this AHTIF request, staff notes the public benefit associated with the TIF District of 43 units of rental housing for families, 26 (or 60%) of which would be affordable to households at or below 50% of the area median income and 17 (or 40%) of which would be affordable to households at or below 60% of the area median income.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding request. Underwriting will be available for the second read of this item.

VII. RECOMMENDATION

Staff is requesting the City Council (1) approve the establishment of the 73 Winter Street Affordable Housing Development District, (2) approve a Credit Enhancement Agreement with Equinox Housing Partners, LP, and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

1. Designating 73 Winter Street Affordable Housing TIF rev 6.21.2021
2. 73 Winter St Summary with AHTIF attach for City Council
3. Dec of Cov 73 Winter Street clean for council 061521
4. Dev. Program 73 Winter Street clean for council 06152

Prepared by:

Victoria Volent, Housing Program Manager

Date: 6/1/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DESIGNATING 73 WINTER STREET
AN AFFORDABLE HOUSING DEVELOPMENT DISTRICT
AND TAX INCREMENT FINANCING DISTRICT
AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM
FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Equinox Housing Partners LP intends to construct certain improvements within the 73 Winter Street Affordable Housing Development Tax Increment Financing (“TIF”) District, including 43 units of affordable housing; and

WHEREAS, the City of Portland will utilize 50% of the tax revenues generated in the District in its General Fund; and

WHEREAS, 50% of the tax revenues generated in the District will be returned to the developer; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 73 Winder Street Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the 73 Winter Street Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 73 Winter Street Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 73 Winter Street Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “73 Winter Street Affordable Housing Development District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the

betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “73 Winter Street Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “73 Winter Street Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “73 Winter Street Affordable Housing Development District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

The Equinox – 73 Winter Street

A. Project Summary

Project Overview

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation (PHDC), through a jointly owned subsidiary Winter Street Development GP LLC, propose to convert the surface parking lot at 73 Winter Street on the Mercy Hospital State Street campus into 41 units of affordable rental housing for families. Located in the heart of Portland's West End, the development will provide much needed high quality, permanent, affordable rental housing to individuals earning less than 50% and 60% of Area Median Income.

The Equinox will include a 10-unit set-aside for women and families working on recovery through the expansion of Northern Light Mercy's successful McAuley program. Referrals into the program will predominantly come from the City of Portland family shelter and other community agencies. CHOM and Northern Light Mercy currently partner at the two existing McAuley Residences located in Portland and Bangor, providing stability for 25 families between the two sites. The McAuley program is designed to promote positive, lasting changes to break the cycle of unhealthy dependencies and encourage healthy independence through a holistic approach covering all aspects of recovery, including spirituality, parenting, physical and emotional wellness, career and education, financial responsibility, and time management. The program receives inquiries from nearly 150 women every month, desperately seeking access to the program. The critical need, coupled with the effectiveness of Mercy's program, is prompting the expansion of the McAuley Residence outcome-based model to The Equinox in Portland.

CHOM, a Community Housing Development Organization, will serve as principal developer taking responsibility for all of the customary responsibilities in a development project of this type, including, but not limited to, obtaining site control, environmental and market studies, all necessary permits, financing, regulatory approval, syndication of tax credits, hiring and supervision of design professionals, and construction management. Through Winter Street Development GP LLC, CHOM and PHDC will continue to have control and supervise the on-going management of the project.

Portland Housing Authority will serve as the management agent. PHA provides long term affordable rental housing and rental assistance to more than 2,700 low-income families, seniors and disabled individuals through its Low-Income Public Housing (LIPH), Housing Choice Voucher (HCV) and Low-Income Housing Tax Credit (LIHTC) Programs. This includes management of just over 1,000 LIPH, LIHTC and market-rate units and administration of 1,800 housing vouchers. PHA houses over 6,500 residents, close to 10% of the City's population. PHA believes that providing safe, quality, affordable housing offers its residents the stability they need and the opportunity for success they deserve.

The project site is one of 3 proposed subdivided lots on the existing Chart 45, Block C, Lot 6001 (148 State Street), a 2.35 acres parcel that is improved by the historic Mercy Hospital building and associated parking. A Levell III site plan was submitted by the campus owner, NewHeight Redfern LLC on September 15, 2020. CHOM also has site control for a second parcel on Lot 6001, where it will build a 52-unit affordable housing project serving older adults aged 55 and over. The two Winter Street affordable housing projects are part of the larger effort to reimagine the 3.51 acres historic hospital campus and convert it into a mixed-use mixed-income residential development.

The proposed development complies with the current B-3 zoning which allows for residential uses. This section of Winter Street has a Downtown Height Overlay of 35' maximum, however the project is eligible for an affordable housing height density bonus of an additional 25'. The proposed project is 45' and falls within the current zoning height requirements. The proposed lot (Lot A-2) is 0.39 acres. CHOM commissioned a Phase 1 Environmental Site Assessment, and no issues were identified that will remain upon acquisition of the site.

Portland's Comprehensive Plan

The proposed development helps Portland meet several policy goals related to sustainable development and housing outlined in its 2017 Comprehensive Plan. The Plan's Executive Summary emphasizes the need to "Reinforce the Center" through better housing and transportation. The Plan calls for a production of a variety of housing types, with a focus on key nodes and corridors. The site's location, right in the heart of downtown Portland, adjacent to one of the identified "priority corridors" (State Street), and less than one block from a METRO stop, is extremely well located for housing and promotes a healthy walkable city neighborhood. Further, the project's walkable location and Passive House design support the Plan's sustainability goals by reducing energy consumption and greenhouse gas emissions.

The *Housing Policy Guide: A Livable City* recognizes that the lack of sufficient housing supply and the affordability of that housing is an urgent challenge. It establishes a goal to increase the overall supply of housing, and to continue encouraging income-restricted affordable housing development. Finally, the guide establishes a goal to pursue housing that enables those who work in Portland to have the option to live in Portland. The Equinox will contribute 41 income-restricted units to the production of housing in downtown Portland, near employment opportunities, making this goal economically feasible for the families living there.

The Scope, Site and Building Design

The scope of work for the 41-unit Equinox includes construction of 17 one-bedroom, 15 two-bedroom, and 9 three-bedroom rental units in a 41,437 square foot new construction 4-story elevator assisted building. Twenty five units (two studio, twelve 1BR, eight 2BR, and three 3BR) at the Equinox will be made available to residents with Very Low Incomes (50% of Area Median Income or less) and the remaining 16 units (five 1BR, five 2BR, and six 3BR) will be made available to Low Income residents (60% AMI or less).

The development will have many on-site tenant amenities, including a community room, community kitchen, two laundry rooms, indoor bike & stroller room, manager's office, resident services office, broadband and tele-med capabilities, outside gathering space, and limited onsite parking. In addition, public transportation, a medical clinic, elementary school, grocery market, open public green space, and myriad other commercial and cultural activities are all located within walking distance of the project.

The building will have its main entrance on Winter Street, with a secondary common entrance in back leading to a Woonerf street situated between the building and the historic hospital building. Apartments along Winter Street will also have their own individual entrances, creating front porches and garden areas. The concept design has taken great care to break-up the massing of the building and to complement the historic architecture of the neighborhood. The landscape plan calls for year-round horticulture, street trees, seat walls and benches, and a pedestrian green "alley way" between the two CHOM/PHDC buildings which is also designed to accommodate emergency vehicles.

The building will be designed to meet Passive House Standards, the industry standard for sustainable building construction, and will meet or exceed Portland's Green Building Ordinance. CHOM and PHDC are committed to green building design and construction for energy efficiency and durability, which translates into lower operating costs, as well as improved indoor air quality and natural lighting, which residents appreciate. The green design also supports the Comprehensive Plan's goal to encourage quality, sustainable design in new housing development.

Housing Need

According to Ribbon Demographics, the estimated population of Portland in 2019 was 67,313 and is expected to increase to 67,956 by 2024. Approximately 54.1% of the population in 2019 was between the ages of 18 and 55, with a median age of 38.1 years, and average household size of 2.03 persons per household. Some 55.7% of housing units in Portland are renter-occupied, with approximately 43.7% of the renter households paying more than 30% of their household income on housing costs. This demonstrates a clear need for affordable rental units in the area. In fact, according to the National Low-Income Housing Coalition, the wage needed to support a two-bedroom apartment in Portland is \$29.15, one of the highest in the nation, while the mean renter wage was only \$14.83 an hour.

CHOM commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area.

The Equinox will provide 41 new rent restricted units for families in downtown Portland near public transportation and employment opportunities. It will contribute to the City's goal outlined in the Comprehensive plan to produce 2,557 new housing units by 2027, and it will help reduce the severe shortfall in the number of affordable units currently available.

Community Housing of Maine and Portland Housing Development Corporation: Mission & Experience

CHOM is an independent 501(c)(3) non-profit organization that develops, owns, and maintains quality, affordable housing for people with low incomes and special needs. Founded in 1993, CHOM owns and operates 80 housing sites in 31 communities, creating more than 783 units of affordable housing. In the City of Portland alone, CHOM has more than 250 units of affordable and supportive housing under its charge. Nearly 1/3 of CHOM's tenants (346) were homeless at entry, of which 145 were homeless Long Term Stayers.

PHDC is a 501(c)(4) non-profit organization that provides real estate development services for the preservation and expansion of affordable housing opportunities in Portland, Maine. Established in 1983, PHDC is the real estate development arm of the Portland Housing Authority (PHA). PHDC staff have over 20 years of experience in real estate development, sustainable design, community planning, finance and construction. They have

collectively developed nearly 2,000 affordable homes in their careers. PHDC creates permanently affordable housing for households in need and ensures the agency's portfolio remains viable for the long-term.

The experienced, highly professional staff of our two organizations have the demonstrated ability to successfully develop, own and operate complex LIHTC projects such as The Equinox. CHOM and PHDC work closely with municipal officials, planners, architects, service providers, and community members to thoughtfully design buildings that function efficiently and blend seamlessly into neighborhoods. With the confidence and support of funding institutions including MaineHousing, the Federal Home Loan Bank of Boston, the Genesis Community Loan Fund, HUD, cities such as Portland and Bangor, banks and private lending institutions, CHOM and PHDC consistently deliver excellence in housing that communicates dignity and respect to individuals served.

Affordable Housing Development and Tax Increment Financing Request

CHOM and PHDC will apply for Low-Income Housing Tax Credits (LIHTC) through MaineHousing's 2022 QAP for the Equinox development. CHOM and PHDC are requesting \$400,000 in Affordable Housing Development Funding (\$9,756 per unit) to leverage an additional \$12.45 Million in State and Federal Funds that would be received if awarded a LIHTC allocation.

The rent restrictions that are a part of the LIHTC program reduce the income available to pay the expenses of the project, resulting in a tight operating budget for all projects of this type. The two single largest operating costs are energy and taxes. CHOM and PHDC strongly believe in making the upfront investment in high quality materials and energy-efficient construction standards to help control energy costs over the long-run. CHOM and PHDC are requesting a TIF Agreement to fix the tax burden at a level the project can support, thereby helping to ensure that adequate funds are available for the on-going management, maintenance, and service coordination. Maintaining the building and grounds properly is critical to communicating dignity and respect to our tenants, to our neighbors, and to the community at large. CHOM and PHDC are requesting that the City of Portland agree to return to the project any required property taxes above 50% of the annual assessment for a period of 30 years, beginning at the time the building is completed and the project is occupied.

Affordable Housing Development funding in the amount of \$400,000, plus an adjustment of the real estate taxes to a level that the project can afford, is necessary for the project to be financially feasible. In addition, approval of this request by the City of Portland in advance of August 26th would also allow The Equinox to receive additional points on the upcoming LIHTC application, increasing its competitiveness and, therefore, the likelihood of a tax credit allocation.

CHOM and PHDC would be delighted to partner with the City of Portland to bring much needed affordable housing to our community. Thank you for your kind consideration of this request.

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW FROM ABOVE
NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW LOOKING NORTH ON SPRING STREET - PROPOSED



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW LOOKING EAST ON WINTER STREET - PROPOSED
NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

FAMILY APARTMENTS

WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



1 VIEW LOOKING SOUTH ON SPRING STREET - PROPOSED



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS
WINTER STREET, PORTLAND, MAINE

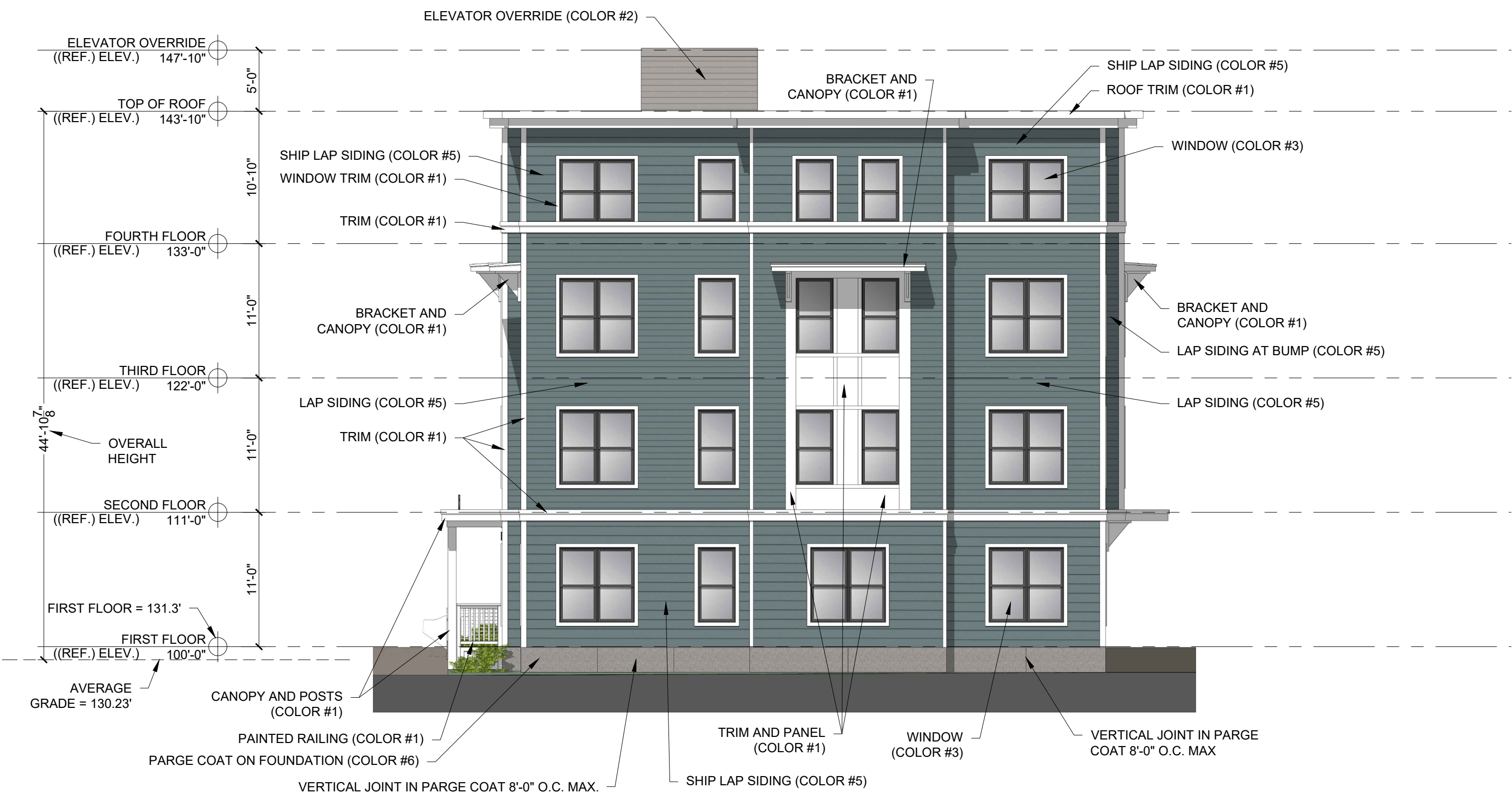
NOVEMBER 13, 2020



1 SOUTH ELEVATION
1/8" = 1'-0"

Table with 3 columns: ITEM, INFORMATION, and COLOR. It lists materials like TRIM, SHIPLAP SIDING, WINDOW, and PARGE COAT with their respective specifications and colors (White, Pearl Gray, Black, Navajo Beige, Boothbay Blue, Medium Gray).

MATERIALS NOTE:
1.) ALL DIS-SIMILAR METALS TO BE ISOLATED FROM ONE ANOTHER WITH ADHERED STRIPS OR SEALANTS TO PREVENT GALVANIC ACTION



1 EAST ELEVATION
1/8" = 1'-0"



PROGRESS PRINT ONLY
Not for Construction
RYAN SENATORE ARCHITECTURE

FAMILY APARTMENTS
WINTER STREET, PORTLAND, MAINE

NOVEMBER 13, 2020



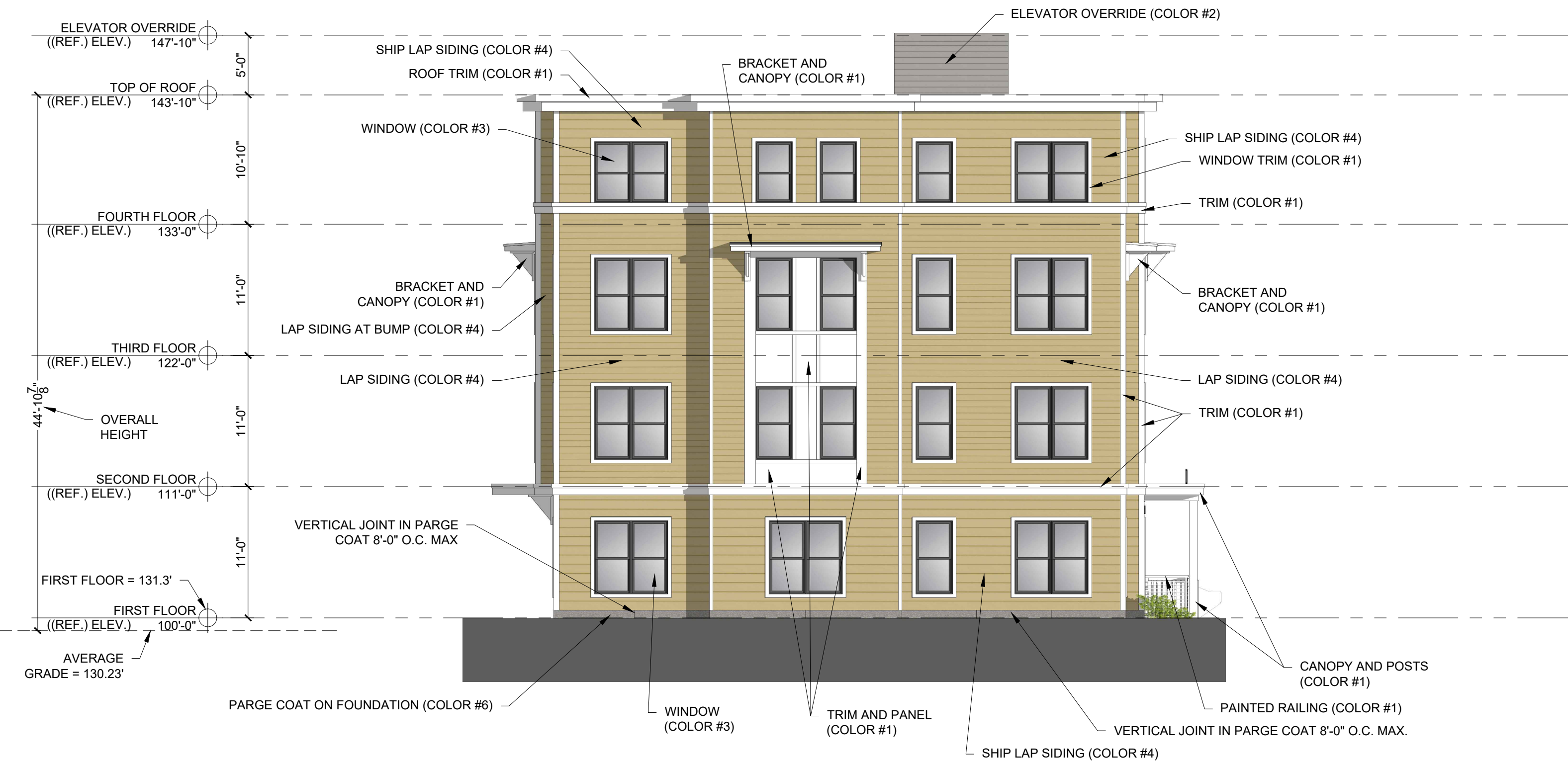
1 NORTH ELEVATION
1/8" = 1'-0"

MATERIALS KEY

ITEM	INFORMATION	COLOR
TRIM - COLOR #1	PVC	WHITE
SHIPLAP SIDING - COLOR #2	FIBERCEMENT - ARTISAN SQUARE CHANNEL - 9" EXPOSURE - SMOOTH	PEARL GRAY
WINDOW - COLOR #3		BLACK
SHIPLAP SIDING - COLOR #4	FIBERCEMENT - ARTISAN SQUARE CHANNEL - 9" EXPOSURE - SMOOTH	NAVAJO BEIGE
SHIPLAP SIDING - COLOR #5	FIBERCEMENT - ARTISAN SQUARE CHANNEL - 9" EXPOSURE - SMOOTH	BOOTHBAY BLUE
PARGE COAT - COLOR #6		MEDIUM GRAY
LAP SIDING - COLOR #2	FIBERCEMENT 6" EXPOSURE - SMOOTH FINISH	PEARL GRAY
LAP SIDING - COLOR #4	FIBERCEMENT 6" EXPOSURE - SMOOTH FINISH	NAVAJO BEIGE
LAP SIDING - COLOR #5	FIBERCEMENT 6" EXPOSURE - SMOOTH FINISH	BOOTHBAY BLUE

MATERIALS NOTE:

1.) ALL DIS-SIMILAR METALS TO BE ISOLATED FROM ONE ANOTHER WITH ADHERED STRIPS OR SEALANTS TO PREVENT GALVANIC ACTION



2 WEST ELEVATION
1/8" = 1'-0"



PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

SOURCES & USES	
MH Subsidy	860,000
MH Amortizing Loan	4,200,000
Conventional Mortgage	0
City HOME	400,000
City HTF	0
AHP Subsidized Advance	0
AHP Direct Subsidy	0
Seller Note	0
Sponsor Loan	0
Deferred Developer Fee	0
-	0
-	0
LIHTC Equity	7,653,235
Fed HTC Equity	0
State HTC Equity	0
State LIHTC Equity	0
Capital Funds	0
Existing Operating Reserves	0
Interim Income	0
Total Sources	13,113,235
Construction Costs	9,620,413
Soft Costs	877,904
Finance Costs	323,481
Miscellaneous	147,500
Acquisition	950,000
Reserves	443,937
Development Fee	750,000
Total Uses	13,113,235

DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	710,000	16,512		710,000
Construction	8,429,917	196,045	0	8,429,917
Demolition	0	0		0
Builder General Conditions	0	0		0
Builder Overhead and Profit	0	0		0
Bond Premium	0	0		0
Other Construction Costs	0	0		0
Construction Contingency	480,496	11,174		480,496
Subtotal Construction Costs	9,620,413	223,731	0	9,620,413
Permits & Impact Fees	142,724	3,319		142,724
Survey & Engineering	50,000	1,163		50,000
Architectural & Design	485,000	11,279		485,000
Legal	70,000	1,628		70,000
Title & Recording	14,000	326		14,000
Accounting	12,000	279		12,000
Construction Period Tax	34,180	795		34,180
Insurance	45,000	1,047		45,000
Soft Cost Contingency	25,000	581		25,000
Subtotal Soft Costs	877,904	20,416	0	877,904
Construction Loan Costs	246,881	5,741		246,881
Permanent Loan Costs	76,600	1,781		76,600
Subtotal Finance Costs	323,481	7,523	0	323,481
Market Study	6,000	140		6,000
Appraisal	7,000	163		7,000
Environmental	2,500	58		2,500
LIHTC Process & Monitoring Fees	107,000	2,488		107,000
Relocation	0	0		0
FF&E	25,000	581		25,000
Other Misc Costs	0	0		0
Subtotal Miscellaneous	147,500	3,430	0	147,500
Acquisition: Buildings	0	0		0
Acquisition: Land	950,000	22,093		950,000
Acquisition: Carrying Costs	0	0		0
Subtotal Acquisition	950,000	22,093	0	950,000
Operating Deficit Escrow (ODE)	262,643	6,108		262,643
Replacement Reserve (IDRR)	82,749	1,924		82,749
Tax & Insurance Reserve (T&I)	55,633	1,294		55,633
Rent Up & Marketing/Working Capital	42,912	998		42,912
Other Reserves	0	0		0
Subtotal Reserves	443,937	10,324	0	443,937
Developer Overhead	650,000	15,116		650,000
Developer Profit	100,000	2,326		100,000
Consultant Fee	0	0		0
Other Fees	0	0		0
Subtotal Development Fee	750,000	17,442	0	750,000
Total Project Costs	13,113,235	304,959	0	13,113,235
Total Development Costs (TDC Cost Index Adjustment)		254,979		

RENT SCHEDULE								
Type	AMI	# of Units	Max Program Rents	Less Utility Allow.	Max Gross Rent	Contract Rent	Market Rent	Annual Rent
Studio	30% LIHTC	0						
	50% LIHTC	3	874	35	839	839	0	30,204
	50% LIHTC (PBV)	1	1,196	35	1,161	1,161	0	10,068
	60% LIHTC	2	1,048	35	839	890	0	21,360
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
6	Market	0						
1BR	30% LIHTC	0						
	50% LIHTC	5	936	46	890	890	0	53,400
	50% LIHTC (PBV)	2	1,351	46	1,305	1,305	0	21,360
	60% LIHTC	8	1,123	46	1,063	1,063	0	102,048
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
15	Market	0						
2BR	30% LIHTC	0						
	50% LIHTC	3	1,123	60	1,063	1,063	0	38,268
	50% LIHTC (PBV)	8	1,751	60	1,691	1,691	0	102,048
	60% LIHTC	2	1,348	60	1,288	1,288	0	30,912
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
13	Market	0						
3BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	4	2,267	75	2,192	2,192	0	58,704
	60% LIHTC	5	1,558	75	1,483	1,483	0	88,980
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
9	Market	0						
4BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
0	Market	0						
5BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
0	Market	0						
6BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
0	Market	0						
Total Units	43		Annual Gross Rental Revenue					557,352
Total Bedrooms	74		Operating Subsidy:			PBV HAP Differential		120,624
			Other Income:			0		0
			Other Income:			0		0
			Other Income:			0		0
			Other Income:			0		0
			Vacancy Rate			5%		(33,899)
			Tax Increment Financing					36,500
			Commercial Rental Income					0
			Effective Gross Income					680,577

OPERATING EXPENSES		
Expense	Annual Total	Annual Per Unit
<u>Management Expenses</u>		
Management Fees	36,000	837
Management Charges	35,000	814
Marketing	0	0
Legal Expenses	2,100	49
Auditing Expenses	7,000	163
Other Admin	0	0
Total Administrative Expenses	80,100	1,863
<u>Utility Expenses</u>		
Gas	4,000	93
Electricity	31,500	733
Water/Sewer	10,500	244
Other Utility Expenses	1,100	26
Total Utility Expenses	47,100	1,095
<u>Maintenance Expenses</u>		
Janitorial Payroll	0	0
Janitorial Supplies and Eqmt	0	0
Janitorial Contractual Services	7,000	163
Garbage Removal	3,000	70
Vehicle and Equipment	0	0
Grounds Maintenance Payroll	0	0
Grounds Tools and Supplies	0	0
Grounds Contractual Services	7,000	163
Miscellaneous Ground Maintenance	0	0
Building Maintenance Payroll	44,500	1,035
Building Tools and Supplies	5,000	116
Building Contractual Services	13,000	302
Building Systems Maintenance	11,000	256
Tenant Damage Charges	0	0
Other Maint.	0	0
Total Maintenance Expenses	90,500	2,105
<u>General Expenses</u>		
Property Taxes	73,000	1,698
Property and Liability Insurance	17,000	395
Other Financial Expenses	0	0
Resident Services	13,000	302
Other General	15,000	349
Total General Expenses	118,000	2,744
Total Housing Expenses	335,700	7,807
<u>Commercial Expenses</u>		
Admin Expenses	0	0
Operating Expenses	0	0
Maintenance Expenses	0	0
General Expenses	0	0
Other Comm.	0	0
Total Commercial Expenses	0	0
Total Budgeted Expenses	335,700	7,807
Replacement Reserves	19,350	450
Total Opex + Reserves	355,050	8,257

PROJECT: Equinox
LOCATION: 73 Winter Street, Portland, Maine 04102

DEVELOPMENT ASSUMPTIONS						
Total Units		43	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 30% AMI	0.0%	0	Rent	2.00%	2.00%	2.00%
# @ 50% AMI	60.5%	26	Operating Expense	3.00%	3.00%	3.00%
# @ 60% AMI	39.5%	17	Other Income	2.00%	2.00%	2.00%
# @ 80% AMI	0.0%	0	Vacancy	5.0%		
# @ Market	0.0%	0	Debt Coverage Ratio	1.15		

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
	Year: Months: Date:	Yr 0 1 2023	Yr 1 13 2024	Yr 2 25 2025	Yr 3 37 2026	Yr 4 49 2027	Yr 5 61 2028	Yr 6 73 2029	Yr 7 85 2030	Yr 8 97 2031	Yr 9 109 2032	Yr 10 121 2033
Effective Gross Income		56,715	694,189	708,073	722,234	736,679	751,412	766,440	781,769	797,405	813,353	829,620
Less Operating Expense		29,588	365,702	376,673	387,973	399,612	411,600	423,948	436,667	449,767	463,260	477,158
Net Operating Income		27,127	328,487	331,400	334,261	337,067	339,812	342,492	345,103	347,638	350,093	352,462
Less RLP Repay		23,847	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		3,280	42,322	45,234	48,096	50,901	53,646	56,327	58,937	61,472	63,927	66,297
Cash Flow per Unit		0	984	1,052	1,119	1,184	1,248	1,310	1,371	1,430	1,487	1,542
Debt Coverage Ratio (RLP)		1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.21	1.22	1.23
Operating Reserve Balance		262,643	275,775	289,564	304,042	319,244	335,206	351,967	369,565	388,043	407,445	427,818

	Year: Months: Date:	Yr 11 133 2034	Yr 12 145 2035	Yr 13 157 2036	Yr 14 169 2037	Yr 15 181 2038	Yr 16 193 2039	Yr 17 205 2040	Yr 18 217 2041	Yr 19 229 2042	Yr 20 241 2043
Effective Gross Income		846,212	863,136	880,399	898,007	915,967	934,287	952,972	972,032	991,472	1,011,302
Less Operating Expense		491,472	506,216	521,403	537,045	553,156	569,751	586,844	604,449	622,582	641,260
Net Operating Income		354,740	356,920	358,996	360,962	362,811	364,536	366,129	367,583	368,890	370,042
Less RLP Repay		286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166	286,166
Less Other Repay		0	0	0	0	0	0	0	0	0	0
Cash Flow		68,574	70,754	72,831	74,797	76,645	78,370	79,963	81,417	82,724	83,876
Cash Flow per Unit		1,595	1,645	1,694	1,739	1,782	1,823	1,860	1,893	1,924	1,951
Debt Coverage Ratio (RLP)		1.24	1.25	1.25	1.26	1.27	1.27	1.28	1.28	1.29	1.29
Operating Reserve Balance		449,209	471,669	495,253	520,015	546,016	573,317	601,983	632,082	663,686	696,870

City of Portland - TIF Model
OAV a/o 3/31/2021: \$382,300
[73 Winter Street](#)
6-May-21

City of Portland- TIF Projection Table - 73 Winter Street AHTIF									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2021	\$3,917,700	50.00%	\$1,958,850	16.83	\$32,967	\$32,967	\$0	\$32,967
2	2022	\$3,917,700	50.00%	\$1,958,850	17.17	\$33,627	\$33,627	\$0	\$33,627
3	2023	\$3,917,700	50.00%	\$1,958,850	17.51	\$34,299	\$34,299	\$0	\$34,299
4	2024	\$3,917,700	50.00%	\$1,958,850	17.86	\$34,985	\$34,985	\$0	\$34,985
5	2025	\$3,917,700	50.00%	\$1,958,850	18.22	\$35,685	\$35,685	\$0	\$35,685
6	2026	\$3,917,700	50.00%	\$1,958,850	18.58	\$36,399	\$36,399	\$0	\$36,399
7	2027	\$3,917,700	50.00%	\$1,958,850	18.95	\$37,127	\$37,127	\$0	\$37,127
8	2028	\$3,917,700	50.00%	\$1,958,850	19.33	\$37,869	\$37,869	\$0	\$37,869
9	2029	\$3,917,700	50.00%	\$1,958,850	19.72	\$38,627	\$38,627	\$0	\$38,627
10	2030	\$3,917,700	50.00%	\$1,958,850	20.11	\$39,399	\$39,399	\$0	\$39,399
11	2031	\$3,917,700	50.00%	\$1,958,850	20.52	\$40,187	\$40,187	\$0	\$40,187
12	2032	\$3,917,700	50.00%	\$1,958,850	20.93	\$40,991	\$40,991	\$0	\$40,991
13	2033	\$3,917,700	50.00%	\$1,958,850	21.34	\$41,811	\$41,811	\$0	\$41,811
14	2034	\$3,917,700	50.00%	\$1,958,850	21.77	\$42,647	\$42,647	\$0	\$42,647
15	2035	\$3,917,700	50.00%	\$1,958,850	22.21	\$43,500	\$43,500	\$0	\$43,500
16	2036	\$3,917,700	50.00%	\$1,958,850	22.65	\$44,370	\$44,370	\$0	\$44,370
17	2037	\$3,917,700	50.00%	\$1,958,850	23.10	\$45,257	\$45,257	\$0	\$45,257
18	2038	\$3,917,700	50.00%	\$1,958,850	23.57	\$46,162	\$46,162	\$0	\$46,162
19	2039	\$3,917,700	50.00%	\$1,958,850	24.04	\$47,086	\$47,086	\$0	\$47,086
20	2040	\$3,917,700	50.00%	\$1,958,850	24.52	\$48,027	\$48,027	\$0	\$48,027
21	2041	\$3,917,700	50.00%	\$1,958,850	25.01	\$48,988	\$48,988	\$0	\$48,988
22	2042	\$3,917,700	50.00%	\$1,958,850	25.51	\$49,968	\$49,968	\$0	\$49,968
23	2043	\$3,917,700	50.00%	\$1,958,850	26.02	\$50,967	\$50,967	\$0	\$50,967
24	2044	\$3,917,700	50.00%	\$1,958,850	26.54	\$51,986	\$51,986	\$0	\$51,986
25	2045	\$3,917,700	50.00%	\$1,958,850	27.07	\$53,026	\$53,026	\$0	\$53,026
26	2046	\$3,917,700	50.00%	\$1,958,850	27.61	\$54,087	\$54,087	\$0	\$54,087
27	2047	\$3,917,700	50.00%	\$1,958,850	28.16	\$55,168	\$55,168	\$0	\$55,168
28	2048	\$3,917,700	50.00%	\$1,958,850	28.73	\$56,272	\$56,272	\$0	\$56,272
29	2049	\$3,917,700	50.00%	\$1,958,850	29.30	\$57,397	\$57,397	\$0	\$57,397
30	2050	\$3,917,700	50.00%	\$1,958,850	29.89	\$58,545	\$58,545	\$0	\$58,545
30 Year TIF Total		\$117,531,000		\$58,765,500		\$1,337,426	\$1,337,426	\$0	\$1,337,426
30 Year Average:		\$3,917,700		\$1,958,850		\$44,581	\$44,581	\$0	\$44,581

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model-
73 Winter Street AHTIF**

50% Sheltered - 30 years - 50% to Developer Account and 50% to City General Fund

TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2021	\$3,917,700	\$1,958,850	\$0	\$2,254	\$1,059	\$3,312
2	2022	\$3,917,700	\$1,958,850	\$0	\$2,254	\$1,059	\$3,312
3	2023	\$3,917,700	\$1,958,850	\$0	\$2,254	\$1,059	\$3,312
4	2024	\$3,917,700	\$1,958,850	\$5,158	\$2,254	\$1,059	\$8,471
5	2025	\$3,917,700	\$1,958,850	\$10,317	\$2,254	\$1,059	\$13,629
6	2026	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
7	2027	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
8	2028	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
9	2029	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
10	2030	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
11	2031	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
12	2032	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
13	2033	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
14	2034	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
15	2035	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
16	2036	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
17	2037	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
18	2038	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
19	2039	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
20	2040	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
21	2041	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
22	2042	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
23	2043	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
24	2044	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
25	2045	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
26	2046	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
27	2047	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
28	2048	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
29	2049	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
30	2050	\$3,917,700	\$1,958,850	\$15,475	\$2,254	\$1,059	\$18,787
30 Year TIF Total		\$117,531,000	\$58,765,500	\$402,348	\$67,617	\$31,755	\$501,720
30 Year Average		\$3,917,700	\$1,958,850	\$13,412	\$2,254	\$1,059	\$16,724

CITY OF PORTLAND
**Declaration of Covenants, Conditions and Restrictions for the 73 Winter Street Affordable
Housing Tax Increment Financing District**

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Equinox Housing Partners LP**, a Maine Limited Partnership with a mailing address of One City Center, Fourth Floor, Portland, Maine 04101 (“Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the development of forty-three (43) units of rental housing located at 73 Winter Street, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the “Effective Date”) and continuing for thirty (30) years from the Effective Date of this Declaration (the “Qualified Project Period”).

2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.
3. **Covenants.** Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of forty-three (43) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
 - b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
 - c. **Low Income Units.** For a period of thirty (30) years at least twenty-six (26) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, and seventeen (17) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income (collectively referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”).
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the

most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth ($1/12^{\text{th}}$) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City,

and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or

willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, _____, and _____[**construction lender and any other entities providing financing will also be parties**] dated _____, _____ to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2021.

CITY OF PORTLAND, ME

Witness

By: _____
Jon P. Jennings
Its City Manager

State of Maine
Cumberland, ss.

_____, 2021

Personally appeared the above named Jon P. Jennings, City Manager to the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

EQUINOX HOUSING PARTNERS LP
By: Winter Street Development GP LLC
Its: General Partner

Witness

By: _____

Name:

Its:

State of Maine
Cumberland, ss.

_____, 2021

Personally appeared the above named, _____, _____ of Winter Street Development GP LLC, General Partner of Equinox Housing Partners LP and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said partnership and limited liability company.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

CITY OF PORTLAND
73 WINTER STREET
AFFORDABLE HOUSING DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
Date: , 2021

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- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

73 Winter Street
Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 73 Winter Street in Portland. The area includes approximately .3941 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Fifty percent (50%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 73 Winter Street Affordable Housing Development District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Equinox Housing Partners LP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 73 Winter Street involves the construction of a building on approximately .3941 acres, into an affordable housing neighborhood. The objective of the project is that 100% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of one four-story building to be built which would contain

a total of 43 (forty-three) units of rental housing. The 43 units consist of 6 (six) studios, 15 (fifteen) one-bedroom, 13 (thirteen) two-bedroom and 9 (nine) three-bedroom units with twenty-six (26) of those units affordable to households at or below 50% of the area median income and seventeen (17) of those units affordable to households at or below 60% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The 73 Winter Street project is projected to have a total local increased assessed valuation at build out of approximately \$3,917,700 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$44,581 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$44,581 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 73 Winter Street. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The property is currently used as a parking lot.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority, its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City’s Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years after the tax year in which this Development Program is approved by the Director of the Maine State Housing Authority. The first Tax Year of the Development Program begins April 1, 2021 and the last Tax Year of the Development Program begins April 1, 2050.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the proposed Affordable Housing TIF District is approximately .3941 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the proposed Affordable Housing TIF District and the total area of all approved TIF (commercial and affordable housing) Districts, including this proposed Affordable Housing TIF District, in the City (which combined total is 696.262 acres) is approximately 5.6213% of total acreage in the City. The 696.262 acres includes 451 acres of two exempt districts—a Transit Oriented TIF District and a Downtown/Transit Oriented TIF District—which, when subtracted from the 696.262 acres is 245.262, which is 1.98% of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area all existing Affordable Housing TIF Development districts in the City and this proposed Affordable Housing Development District is 14.6409 acres or .1182% of the total acreage of the City, which does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF District is as set forth in Exhibit D hereto, and the Original Assessed Value of all existing Affordable Housing TIF Districts and this proposed Affordable Housing TIF Development District within the City is \$3,393,110 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 73 Winter Street Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2021, which was March 31, 2021. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing

Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 50% (fifty percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the 50% (fifty percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 50% (fifty percent) of the Increased Assessed Value. Accordingly, 50% (fifty percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 50% (fifty percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 73 Winter Street project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$16.83/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the

formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on _____, 2021, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on July 19, 2021. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on July 19, 2021 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Jon P. Jennings City Manager,
City of Portland, ME

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: June 1, 2021

SUBJECT: **Order 293-20/21 Approving the Credit Enhancement Agreement with Equinox Housing Partners LP - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No

PRESENTATION:

I. SUMMARY

This is a companion order to Order 20/21 above.

II. AGENDA DESCRIPTION

During a meeting held on May 4, 2021, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

This is a companion order to the orders above.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

VIII. LIST ATTACHMENTS

1. CEA re 73 Winter Street 6.21.2021
2. Credit Enhancement 6-15-21

Prepared by:

Victoria Volent, Housing Program Manager

Date: 6/1/2021

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE CREDIT ENHANCEMENT AGREEMENT
WITH EQUINOX HOUSING PARTNERS LP**

ORDERED, that the attached credit enhancement agreement between the City of Portland and Equinox Housing Partners LP related to the 73 Winter Street Affordable Housing Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that and the City Manager is authorized to sign the agreement in substantially the form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

**EQUINOX HOUSING
PARTNERS LP**

DATED: _____, 2021

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2021, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Equinox Housing Partners LP, a Maine limited partnership (the “Developer”).

**WITNESSETH
THAT**

WHEREAS, the City designated the *73 Winter Street Municipal Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on July 19, 2021, Order __ - 20/21 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____ [Date of District Approval by MaineHousing]; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described

herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Three Hundred Eighty-Two Thousand Three Hundred Dollars (\$382,300), which is the taxable assessed real property value of the District as of March 31, 2021 (April 1, 2020).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value.

“Project” means the planned forty-three (43) unit low-income housing project to be named the Equinox located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* real property taxes levied,

charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “73 Winter Street Municipal Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement, commencing with the Tax Year beginning April 1, 2021 and continuing thereafter through the Tax Year beginning April 1, 2050 (collectively the “CEA Years”), the City shall retain in the District fifty percent (50%) of the Increased Assessed Value as Captured Assessed Value. The remaining fifty percent (50%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to fifty percent (50%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such fifty percent (50%) portion into the Project Cost Account. The remaining fifty percent (50%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, such property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to

any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the

address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other city or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to

the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.
- (h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies

available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program, which is April 1, 2021, and shall expire March 31, 2051 or sooner upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by June 30, 2024.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public or private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's

Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Equinox Housing Partners LP
c/o Community Housing of Maine, Inc.
One City Center
Fourth Floor
Portland, Maine 04101

With a copy to:

Curtis Thaxter LLC
Attn: Maurice A. Selinger, III, Esq.
One Canal Plaza
Tenth Floor
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this

Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____

Name: Jon P. Jennings

Its: City Manager, Duly Authorized by the City Council at its meeting on July 19, 2021

WITNESS:

EQUINOX HOUSING PARTNERS LP
BY: Winter Street Development GP, LLC
Its: General Partner

By: _____
Name: _____
Its: _____

EXHIBIT 1

Copy of District Map

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: June 3, 2021

SUBJECT: **Order 294-20/21 Appropriating \$200,000 in HOME Investment Partnership Program Funds and Housing Trust Funds to Winter Landing Housing Partners LP RE: 91 Winter Street - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair.

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No

Community Housing of Maine is also seeking 9% Low Income Housing Tax Credit (LIHTC) and tax-exempt debt with MaineHousing to raise equity towards creation of low-income rental housing.

Allocation of LIHTC by MaineHousing is a competitive process based on the highest scores. Approval of the AHTIF request and additional subsidies would assist with maximizing CHOMs final score when they submit their application. The submission date for Low Income Housing Tax Credit applications with the Maine State Housing Authority is July 23, 2021.

PRESENTATION: Mary Davis, Housing and Community Development Division Director and Victoria Volent, Housing Program Manager will be available for questions.

I. SUMMARY

Community Housing of Maine is requesting \$200,000 through the Affordable Housing Development Program to construct 52 units of affordable rental housing.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation, under the entity name Winter Landing Housing Partners LP, is proposing to construct 52 one-bedroom affordable rental units for adults aged 55 and over at 91 Winter Street. CHOM is requesting \$200,000 through the Affordable Housing Development Program, which includes Housing Trust Funds and HOME funding at 0% interest rate loan deferred for 30 years. The partnership would be called Winter Landing Housing Partners LP.

A separate Affordable Housing Tax Increment Financing request and a Credit Enhancement Agreement (CEA) are being considered in the following orders.

The project would be comprised of 52 one-bedroom apartments. Of those units, 32 (or 62%) would be reserved for households earning at or below 50% of the area median income and 20 (or 38%) would be reserved for households earning at or below 60% of the area median income. Fifteen (15) units would be set aside for homeless individuals referred by the City with a focus on those individuals that have been staying at the shelter for longer than 180 days. The units would have affordability restrictions through the HOME program.

The income limit for a one-person household at 50% AMI is \$35,000. The income limit for a one-person household at 60% AMI is \$42,000.

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

III. BACKGROUND

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation is proposing to convert the surface parking lot at 91 Winter Street on the Mercy Hospital State Street campus into a new four story elevator-assisted building with 52 units of affordable rental housing for adults aged 55 and over.

The project would be comprised of fifty-two (52) one-bedroom apartments. Of the units 32 (or 62%) would be reserved for households earning at or below 50% of the area median income and 20 (or 38%) would be reserved for households earning at or below 60% of the area median income. Fifteen units would be set aside for homeless individuals referred by the City with a focus on those individuals that have been staying at the shelter for longer than 180 days. The units would have affordability restrictions through the HOME program.

The income limit for a one person household at 50% AMI is \$35,000. The income limit for a one person household at 60% AMI is \$42,000.

A separate Affordable Housing Tax Increment Financing request is being considered under Order 20/21. This project is also seeking 9% Low Income Housing Tax Credit and tax-exempt debt with MaineHousing.

As described by the developer, Winter Landing would contribute 52 income-restricted units to the production of housing in downtown Portland less than one block from a METRO stop, and near employment opportunities.

"According to Ribbon Demographics, some 55.7% of housing units in Portland are renter-occupied, with approximately 43.7% of the renter households paying more than 30% of their household income on housing costs. This demonstrates a clear need for affordable rental units in the area."

"CHOM commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the

Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties."

This project is expected to receive a public hearing with the Planning Board during the month of July, 2021.

The 2021 Affordable Housing Development Application made available a total of \$1,563,238 from the 2021-2022 HOME fund (\$607,263) and Housing Trust Fund (\$955,975) for affordable housing development. The City received two applications requesting a total of \$600,000 in funding.

The staff recommendation to the Housing and Economic Development Committee was for \$200,000 in funding through the Affordable Housing Development Program, terms pending underwriting conditions.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase access to rental and homeownership that is safe, affordable, and accessible, with emphasis on elders and Covid-related market conditions.

V. FINANCIAL IMPACT

Recommendation for funding is for \$200,000 through the Affordable Housing Development Program.

When completed this project's new total assessed value is estimated at \$4.7 million with an estimated tax liability of \$78,000

VI. STAFF ANALYSIS AND BACKGROUND

According to Portland's Comprehensive Plan 2030, while Portland has welcomed much needed new housing construction in recent years, both the lack of sufficient housing supply and the affordability of that housing for a healthy socioeconomic cross-section of the population remain urgent challenges.

The City of Portland is actively engaged in efforts to encourage housing preservation and creation for all income levels and household sizes city-wide, both through policy initiatives and through public/nonprofit partnerships with agencies such as Portland Housing Authority, Community Housing of Maine, Avesta Housing, Preble Street, Shalom House, and the Maine Affordable Housing Coalition.

The Comprehensive Plan has set the following goals:

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

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

Pursue policies to enable people who work in Portland to have the option to live in Portland.

Adopt sustainable land use and transportation policies that support connectively, walkable neighborhoods, and multi-model transportation.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. Underwriting will be available for the second read of this item.

VII. RECOMMENDATION

Approval by the City Council of the Housing and Economic Development Committee's recommendation of Affordable Housing Development Program funding in the amount of up to \$200,000, pending final

underwriting conditions.

VIII. LIST ATTACHMENTS

1. Appropriating HOME and Housing Trust funds Winter Landing Housing Partners 91 Winter St.
6.21.2021
2. 91 Winter St Summary without AHTIF attach City Council

Prepared by:

Victoria Volent, Housing Program Manager

Date: 6/3/2021

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$200,000 IN
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS
AND HOUSING TRUST FUNDS TO
WINTER LANDING HOUSING PARTNERS LP
RE: 91 WINTER STREET**

ORDERED, that the amount of \$200,000 in Home Investment Partnerships Program and Housing Trust funds is hereby appropriated to the Winter Landing Housing Partners LP for development costs for its project at 91 Winter Street; and

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

Project Summary

Winter Landing – 91 Winter Street

Project Overview

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation (PHDC), through a jointly owned subsidiary Winter Street Development GP LLC, propose to convert the surface parking lot at 91 Winter Street on the Mercy Hospital State Street campus into 52 units of affordable rental housing for adults aged 55 and over. Located in the heart of Portland's West End, the development will provide much needed high quality, permanent, affordable rental housing to individuals earning less than 50% and 60% of Area Median Income.

15 Units will be set aside for homeless individuals as verified by the City of Portland. The City will refer individuals staying at their shelters, with a focus on those individuals that have been staying at the shelter for longer than 180 days. All referred Long Term Shelter Stayers (LTS) will meet applicable eligibility criteria of both the homeless set aside agreement, and the Low-Income Housing Tax Credit program. The 15 units will be memorialized in the Homeless Set Aside Agreement between the City of Portland and Winer Landing Housing Partners. Each unit will be provided services from the City of Portland, to help these households remain stably housed. In FY 2020 there was an overall decrease in the numbers of LTS in Maine. However, the decline is thought to be related to the Covid-19 pandemic causing data entry delays and the seeking of alternative non-congregate shelter. Emergency shelters are working to remedy data entry of persons experiencing homelessness, and staying in alternative locations such as wellness shelters or hotels.

CHOM, a Community Housing Development Organization, will serve as principal developer taking responsibility for all of the customary responsibilities in a development project of this type, including, but not limited to, obtaining site control, environmental and market studies, all necessary permits, financing, regulatory approval, syndication of tax credits, hiring and supervision of design professionals, and construction management. Through Winter Street Development GP LLC, CHOM and PHDC will continue to have control and supervise the on-going management of the project. Portland Housing Authority (PHA) will serve as the management agent. PHA provides long term affordable rental housing and rental assistance to more than 2,700 low-income families, seniors and disabled individuals through its Low-Income Public Housing (LIPH), Housing Choice Voucher (HCV) and Low-Income Housing Tax Credit (LIHTC) Programs. This includes management of just over 1,000 LIPH, LIHTC and market-rate units and administration of 1,800 housing vouchers. PHA houses over 6,500 residents, close to 10% of the City's population. PHA believes that providing safe, quality, affordable housing offers its residents the stability they need and the opportunity for success they deserve.

The project site is one of 3 proposed subdivided lots on the existing Chart 45, Block C, Lot 6001 (148 State Street), a 2.35 acres parcel that is improved by the historic Mercy Hospital building and associated parking. A Levell III site plan was submitted by the campus owner, NewHeight Redfern LLC on September 15, 2020. CHOM also has site control for a second parcel on Lot 6001, where it will build a 41-unit affordable housing project serving families. The two Winter Street affordable housing projects are part of the larger effort to reimagine the 3.51 acres historic hospital campus and convert it into a mixed-use mixed-income residential development.

The proposed development complies with the current B-3 zoning which allows for residential uses. This section of Winter Street has a Downtown Height Overlay of 35' maximum, however the project is

eligible for an affordable housing height density bonus of an additional 25'. The proposed project is 45' and falls within the current zoning height requirements. The proposed lot (Lot A-1) is 0.35 acres. CHOM has conducted a Phase 1 Environmental, and no significant issues have been identified.

Portland's Comprehensive Plan

The proposed development helps Portland meet several policy goals related to sustainable development and housing outlined in its 2017 Comprehensive Plan. The Plan's Executive Summary emphasizes the need to "Reinforce the Center" through better housing and transportation. The Plan calls for a production of a variety of housing types, with a focus on key nodes and corridors. The site's location, right in the heart of downtown Portland, adjacent to one of the identified "priority corridors" (State Street), and less than one block from a METRO stop, is extremely well located for housing and promotes a healthy walkable city neighborhood. Further, the project's walkable location and Passive House design support the Plan's sustainability goals by reducing energy consumption and greenhouse gas emissions.

The *Housing Policy Guide: A Livable City* recognizes that the lack of sufficient housing supply and the affordability of that housing is an urgent challenge. It establishes a goal to increase the overall supply of housing, and to continue encouraging income-restricted affordable housing development. Finally, the guide establishes a goal of providing an opportunity for residents to age in place, in housing that shows them the dignity and respect they deserve. Winter Landing will provide 52 income-restricted housing units targeted to adults over the age of 55, designed to the highest quality and efficiency measures.

The Scope, Site and Building Design:

The scope of work for the 52-unit Winter Landing includes construction of one-bedroom units in a 40,630 square foot new construction 4-story elevator assisted building. Thirty two of the units will be made available to residents with Very Low Incomes (50% of Area Median Income, or less) and the remaining 20 units will be made available to Low Income residents (60% AMI or less).

The development will have many on-site tenant amenities, including a community lounge, 3 laundry rooms, manager's office, broadband and tele-med capabilities, outside gathering space, and limited onsite parking. In addition, public transportation, a medical clinic, elementary school, grocery market, open public green space, and myriad other commercial and cultural activities are all located within walking distance of the project.

The building will have its main entrance on Winter Street, with a secondary common entrance in back leading to a Woonerf street situated between the building and the historic hospital building. 4 apartments along Winter Street will also have their own individual entrances, creating front stoops. The main entrance also has a large stoop area where benches or chairs could be placed. The concept design has taken great care to break-up the massing of the building and to complement the historic architecture of the neighborhood. The landscape plan calls for year-round horticulture, street trees, seat walls and benches, and a pedestrian green "alley way" between the two CHOM/PHDC buildings which is also designed to accommodate emergency vehicles.

The building will be designed to meet Passive House Standards, the industry standard for sustainable building construction, and will meet or exceed Portland's Green Building Ordinance. CHOM and PHDC are committed to green building design and construction for energy efficiency and durability, which translates into lower operating costs, as well as improved indoor air quality and natural lighting, which residents appreciate. The green design also supports the Comprehensive Plan's goal to encourage quality, sustainable design in new housing development.

Market Demand

According to Ribbon Demographics, the estimated population of Portland in 2019 was 67,313 and is expected to increase to 67,956 by 2024. The most significant population growth is occurring for age 65-74. Some 55.7% of housing units in Portland are renter-occupied, with approximately 43.7% of the renter households paying more than 30% of their household income on housing costs. Affordable housing projects like Winter Landing have a need in the market now more than ever. In fact, according to the National Low-Income Housing Coalition, the wage needed to support a two-bedroom apartment in Portland is \$29.15, one of the highest in the nation, while the mean renter wage was only \$14.83 an hour.

CHOM commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area.

Throughout State Fiscal Year 2020 (ending 6/30/20), 5,178 people experienced homelessness in Maine. Of this group, 110 people were Long Term Stayers (LTS), or people who have experienced 180 days or more of homelessness in that twelve-month time period (66 of whom were single adults, and 44 of whom were members of families). Though we have made significant progress housing the longest stayers in homelessness – our Long Term Stayers – emergency shelters across Maine continue to be full or overflowing. And, FY 20 data is incomplete due to the pandemic. The number of people experiencing homelessness in FY 20 is known to be higher related to the pandemic causing data entry delays and the seeking of alternative non-congregate shelter (wellness shelters, hotels, etc.).

Community Housing of Maine and Portland Housing Development Corporation: Mission & Experience

CHOM is an independent 501(c)(3) non-profit organization that develops, owns, and maintains quality, affordable housing for people with low incomes and special needs. Founded in 1993, CHOM owns and

operates 80 housing sites in 31 communities, creating more than 783 units of affordable housing. In the City of Portland alone, CHOM has more than 250 units of affordable and supportive housing under its charge. Nearly 1/3 of CHOM's tenants (346) were homeless at entry, of which 145 were homeless Long-Term Stayers.

PHDC is a 501(c)(4) non-profit organization that provides real estate development services for the preservation and expansion of affordable housing opportunities in Portland, Maine. Established in 1983, PHDC is the real estate development arm of the Portland Housing Authority (PHA). PHDC staff have over 20 years of experience in real estate development, sustainable design, community planning, finance and construction. They have collectively developed nearly 2,000 affordable homes in their careers. PHDC creates permanently affordable housing for households in need and ensures the agency's portfolio remains viable for the long-term.

The experienced, highly professional staff of our two organizations have the demonstrated ability to successfully develop, own and operate complex LIHTC projects such as Winter Landing. CHOM and PHDC work closely with municipal officials, planners, architects, service providers, and community members to thoughtfully design buildings that function efficiently and blend seamlessly into neighborhoods. With the confidence and support of funding institutions including MaineHousing, the Federal Home Loan Bank of Boston, the Genesis Community Loan Fund, HUD, cities such as Portland and Bangor, banks and private lending institutions, CHOM and PHDC consistently deliver excellence in housing that communicates dignity and respect to individuals served.

Affordable Housing Development and Tax Increment Financing Request

CHOM and PHDC will apply for Low-Income Housing Tax Credits (LIHTC) through MaineHousing's 2022 QAP for the proposed Winter Landing development. CHOM and PHDC are requesting \$200,000 in funds (\$3,846 per unit) to leverage an additional \$13 Million in State and Federal funds that would be received if awarded a LIHTC allocation. The \$200,000 will help fill a budgeting gap that currently exists and create a more competitive application through the Qualified Allocation Process (QAP), the process by which the LIHTC are scored and awarded.

The rent restrictions that are a part of the LIHTC program reduce the income available to pay the expenses of the project, resulting in a tight operating budget for all projects of this type. The two single largest operating costs are energy and taxes. CHOM and PHDC strongly believe in making the upfront investment in high quality materials and energy-efficient construction standards to help control energy costs over the long-run. CHOM and PHDC are requesting a TIF Agreement to fix the tax burden at a level the project can support, thereby helping to ensure that adequate funds are available for the on-going management, maintenance, and service coordination. Maintaining the building and grounds properly is critical to communicating dignity and respect to our tenants, to our neighbors, and to the community at large. CHOM and PHDC are requesting that the City of Portland agree to return to the project any required property taxes above 50% of the annual assessment for a period of 30 years, beginning at the time the building is completed and the project is occupied.

Affordable Housing Development funding in the amount of \$200,000, plus an adjustment of the real estate taxes to a level that the project can afford, is necessary for the project to be financially feasible. In addition, approval of this request by the City of Portland in advance of August 26th would also allow Winter Landing to receive additional points on the upcoming LIHTC application, increasing its competitiveness and, therefore, the likelihood of a tax credit allocation.

CHOM and PHDC would be delighted to partner with the City of Portland to bring much needed affordable housing to our community. Thank you for your kind consideration of this request.

SOURCES & USES	
MH Subsidy	1,040,000
MH Interest-Only Loan	3,423,000
Conventional Mortgage	0
City HOME	200,000
City HTF	0
AHP Subsidized Advance	0
AHP Direct Subsidy	0
Seller Note	0
Sponsor Loan	0
Deferred Developer Fee	0
-	0
-	0
LIHTC Equity	8,543,146
Fed HTC Equity	0
State HTC Equity	0
State LIHTC Equity	0
Capital Funds	0
Existing Operating Reserves	0
Interim Income	0
Total Sources	13,206,146
Construction Costs	9,241,979
Soft Costs	985,439
Finance Costs	314,823
Miscellaneous	163,500
Acquisition	1,300,000
Reserves	450,405
Development Fee	750,000
Total Uses	13,206,146

DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	710,000	13,654		710,000
Construction	7,708,334	148,237	0	7,708,334
Demolition	0	0		0
Builder General Conditions	0	0		0
Builder Overhead and Profit	337,649	6,493		337,649
Bond Premium	65,079	1,252		65,079
Other Construction Costs	0	0		0
Construction Contingency	420,917	8,095		420,917
Subtotal Construction Costs	9,241,979	177,730	0	9,241,979
Permits & Impact Fees	114,219	2,197		114,219
Survey & Engineering	64,000	1,231		64,000
Architectural & Design	600,000	11,538		600,000
Legal	71,500	1,375		71,500
Title & Recording	14,000	269		14,000
Accounting	15,000	288		15,000
Construction Period Tax	35,720	687		35,720
Insurance	45,820	881		45,820
Soft Cost Contingency	25,180	484		25,180
Subtotal Soft Costs	985,439	18,951	0	985,439
Construction Loan Costs	241,863	4,651		241,863
Permanent Loan Costs	72,960	1,403		72,960
Subtotal Finance Costs	314,823	6,054	0	314,823
Market Study	3,000	58		3,000
Appraisal	7,000	135		7,000
Environmental	2,500	48		2,500
LIHTC Process & Monitoring Fees	126,000	2,423		126,000
Relocation	0	0		0
FF&E	25,000	481		25,000
Other Misc Costs	0	0		0
Subtotal Miscellaneous	163,500	3,144	0	163,500
Acquisition: Buildings	0	0		0
Acquisition: Land	1,300,000	25,000		1,300,000
Acquisition: Carrying Costs	0	0		0
Subtotal Acquisition	1,300,000	25,000	0	1,300,000
Operating Deficit Escrow (ODE)	262,643	5,051		262,643
Replacement Reserve (IDRR)	82,749	1,591		82,749
Tax & Insurance Reserve (T&I)	55,633	1,070		55,633
Rent Up & Marketing/Working Capital	49,380	950		49,380
Other Reserves	0	0		0
Subtotal Reserves	450,405	8,662	0	450,405
Developer Overhead	650,000	12,500		650,000
Developer Profit	100,000	1,923		100,000
Consultant Fee	0	0		0
Other Fees	0	0		0
Subtotal Development Fee	750,000	14,423	0	750,000
Total Project Costs	13,206,146	253,964	0	13,206,146
Total Development Costs (TDC Cost Index Adjustment)		246,490		

PROJECT: Winter Landing
LOCATION: 91 Winter Street, Portland, Maine 04102

DEVELOPMENT ASSUMPTIONS					
Total Units		52	Inflation Adjustments	Yr 1-5	Yr. 6-15
# @ 30% AMI	0.0%	0	Rent	2.00%	2.00%
# @ 50% AMI	61.5%	32	Operating Expense	3.00%	3.00%
# @ 60% AMI	38.5%	20	Other Income	2.00%	2.00%
# @ 80% AMI	0.0%	0	Vacancy	5.0%	
# @ Market	0.0%	0	Debt Coverage Ratio	1.15	

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
Year:	Yr 0	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	
Months:	1	13	25	37	49	61	73	85	97	109	121	
Date:	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Effective Gross Income	54,415	666,042	679,362	692,950	706,809	720,945	735,364	750,071	765,072	780,374	795,981	
Less Operating Expense	35,317	436,519	449,615	463,103	476,996	491,306	506,045	521,227	536,863	552,969	569,558	
Net Operating Income	19,098	229,522	229,748	229,847	229,812	229,639	229,318	228,844	228,209	227,405	226,423	
Less RLP Repay	15,689	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	3,409	41,257	41,483	41,582	41,547	41,374	41,053	40,579	39,944	39,140	38,158	
Cash Flow per Unit	0	793	798	800	799	796	789	780	768	753	734	
Debt Coverage Ratio (RLP)	1.22	1.22	1.22	1.22	1.22	1.22	1.22	1.22	1.21	1.21	1.20	
Operating Reserve Balance	262,643	275,775	289,564	304,042	319,244	335,206	351,967	369,565	388,043	407,445	427,818	

Year:	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	
Months:	133	145	157	169	181	193	205	217	229	241	
Date:	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
Effective Gross Income	811,901	828,139	844,702	861,596	878,828	896,404	914,332	932,619	951,271	970,297	
Less Operating Expense	586,645	604,245	622,372	641,043	660,274	680,083	700,485	721,500	743,145	765,439	
Net Operating Income	225,256	223,894	222,330	220,553	218,553	216,322	213,847	211,119	208,127	204,858	
Less RLP Repay	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	
Cash Flow	36,991	35,629	34,065	32,288	30,288	28,057	25,582	22,854	19,862	16,593	
Cash Flow per Unit	711	685	655	621	582	540	492	440	382	319	
Debt Coverage Ratio (RLP)	1.20	1.19	1.18	1.17	1.16	1.15	1.14	1.12	1.11	1.09	
Operating Reserve Balance	449,209	471,669	495,253	520,015	546,016	573,317	601,983	632,082	663,686	696,870	

RENT SCHEDULE								
Type	AMI	# of Units	Max Program Rents	Less Utility Allow.	Max Gross Rent	Contract Rent	Market Rent	Annual Rent
Studio	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
1BR	30% LIHTC	0						
	50% LIHTC	32	894	46	895	343,680	1,054	
	50% LIHTC (PBV)	0						
	60% LIHTC	5	1,082	46	1,083	64,980	1,054	
	60% LIHTC (PBV)	15	1,082	46	1,068	192,240	1,054	
	80% LIHTC	0						
	Market	0						
52								
2BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
3BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
4BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
5BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
6BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
Total Units 52			Annual Gross Rental Revenue			600,900		
Total Bedrooms 52			Operating Subsidy:			PBV HAP Differential		
			Other Income:			0		
			Other Income:			0		
			Other Income:			0		
			Other Income:			0		
			Vacancy Rate			5%		
			Tax Increment Financing			41,600		
			Commercial Rental Income			0		
			Effective Gross Income			652,982		

OPERATING EXPENSES		
Expense	Annual Total	Annual Per Unit
<u>Management Expenses</u>		
Management Fees	34,405	662
Management Charges	43,336	833
Marketing	0	0
Legal Expenses	2,000	38
Auditing Expenses	7,000	135
Other Admin	2,500	48
Total Administrative Expenses	89,241	1,716
<u>Utility Expenses</u>		
Gas	0	0
Electricity	50,400	969
Water/Sewer	20,000	385
Other Utility Expenses	5,000	96
Total Utility Expenses	75,400	1,450
<u>Maintenance Expenses</u>		
Janitorial Payroll	0	0
Janitorial Supplies and Eqmt	4,464	86
Janitorial Contractual Services	5,000	96
Garbage Removal	7,500	144
Vehicle and Equipment	2,500	48
Grounds Maintenance Payroll	5,000	96
Grounds Tools and Supplies	0	0
Grounds Contractual Services	7,000	135
Miscellaneous Ground Maintenance	5,000	96
Building Maintenance Payroll	42,500	817
Building Tools and Supplies	2,000	38
Building Contractual Services	5,000	96
Building Systems Maintenance	12,600	242
Tenant Damage Charges	0	0
Other Maint.	0	0
Total Maintenance Expenses	98,564	1,895
<u>General Expenses</u>		
Property Taxes	83,200	1,600
Property and Liability Insurance	20,800	400
Other Financial Expenses	0	0
Resident Services	18,200	350
Other General	15,000	288
Total General Expenses	137,200	2,638
Total Housing Expenses	400,405	7,700
<u>Commercial Expenses</u>		
Admin Expenses	0	0
Operating Expenses	0	0
Maintenance Expenses	0	0
General Expenses	0	0
Other Comm.	0	0
Total Commercial Expenses	0	0
Total Budgeted Expenses	400,405	7,700
Replacement Reserves	23,400	450
Total Opex + Reserves	423,805	8,150

				LIHTC Basis			T-E Bonds	HTC Basis		
Line Item		Total	Per Unit	NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
RESERVES										
Operating Deficit Escrow (ODE)	6 mo.	262,643	5,051			262,643			262,643	
Replacement Reserve (IDRR)		82,749	1,591			82,749			82,749	
Tax & Insurance Reserve (T&I)		55,633	1,070			55,633			55,633	
Rent Up & Marketing/Working Capital		49,380	950			49,380			49,380	
Other		0	0			0			0	
TOTAL RESERVES		450,405	8,662	0	0	450,405	0	0	450,405	0

RESIDENCES at the former MERCY HOSPITAL
PORTLAND, MAINE

APRIL 29, 2021



NEW HEIGHT GROUP
RED FERN PROPERTIES

RYAN SENATORE ARCHITECTURE
PROPOSED PROJECT
NOT FOR CONSTRUCTION

PROPOSED WINTER STREET SENIOR APARTMENTS

ELEVATIONS



WINTER STREET ELEVATION



COURTYARD ELEVATION

PROPOSED WINTER STREET SENIOR APARTMENTS

ELEVATIONS



REAR ELEVATION



SIDE ELEVATION

PROPOSED WINTER STREET SENIOR APARTMENTS

WINTER STREET PERSPECTIVE



PROPOSED WINTER STREET SENIOR APARTMENTS

WINTER STREET PERSPECTIVE



MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: June 1, 2021

SUBJECT: **Order 295-20/21 Designating the 91 Winter Street Affordable Housing Development District and Adopting the Municipal Development Program for the District - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No

Community Housing of Maine is also seeking 9% Low Income Housing Tax Credit (LIHTC) and tax exempt debt with MaineHousing to raise equity towards the creation of low-income rental housing. Allocation of LIHTC by MaineHousing is a competitive process based on the highest scores. Approval of the AHTIF request would assist with maximizing CHOM's final score when submitting their application. The submission deadline for LIHTC applications with Maine Sate Housing Authority is July 23, 2021. A Notice of Public Hearing must be published 10 days before the July 19 hearing date.

PRESENTATION: Mary Davis, Housing and Community Development Division Director, and Victoria Volent, Housing Program Manager will be available for questions.

I. SUMMARY

Community Housing of Maine (CHOM) is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the proposed creation of 52 units of affordable 55+ rental housing at 91 Winter Street.

II. AGENDA DESCRIPTION

During a meeting held on May 4, 2021, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation, under the entity name Winter Landing Housing Partners LP, is proposing to construct 52 one-bedroom affordable rental units for adults aged 55 and over at 91 Winter Street and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project. The partnership would be called Winter Landing Housing Partners LP.

CHOM has requested two forms of financial assistance: \$200,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating cots. The proposed project

would be taxable with an estimated annual assessment of \$4,700,000 and estimated annual tax of \$78,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 would be non-captured general fund revenue.

See the previous order for additional information on project affordability.

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

III. BACKGROUND

This project would include 52 one-bedroom apartments of which 62% or 32 units would be available to households earning at or below 50% of the area median income (AMI), and 38% or 20 units would be available to households earning at or below 60% of the area median income. Fifteen (15) units would be set aside for homeless individuals with a focus on those individuals that have been staying at the City shelter for longer than 180 days. The project units would have affordability restrictions through the AHTIF program.

The income limit for a one person household at 50% AMI is \$35,000. The income limit for a one person household at 60% AMI is \$42,000.

CHOM has requested two forms of financial assistance: \$200,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$4,700,000 and estimated annual tax of \$78,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 would be non-captured general fund revenue.

The project is also seeking 9% Low Income Housing Tax Credit and tax-exempt debt with Maine Housing contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 50% of the project annual property tax revenue to be returned to the developer and approval of the proposed Credit Enhancement Agreement. Approval of the AHTIF request is key to making the project application competitive in the LIHTC process.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Establishing an Affordable Housing TIF District to support the development of 52 new units of 55+ rental housing.

Increase access to rental and homeownership that is safe, affordable, and accessible, with emphasis on elders and Covid-related market conditions.

V. FINANCIAL IMPACT

If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$4,700,000 and estimated annual tax of \$78,000 at the current 21FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$49,133, with an estimated total of \$1,473,978 would be

non-captured general fund revenue.

Additionally, the AHTIF would create tax sheltering benefits estimated at an average of \$18,432+ per year, or \$552,946+ over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND

Public Benefit: In reviewing this AHTIF request, staff notes the public benefit associated with the TIF District of 52 units of 55+ rental housing is 32 units (or 62%) which would be affordable to households at or below 50% of the area median income, and 20 units (or 38%) which would be affordable to households at or below 60% of the area median income.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding request. Underwriting will be available for the second read of this item.

VII. RECOMMENDATION

Staff is requesting the City Council (1) approve the establishment of the 91 Winter Street Affordable Housing Development District, (2) approve a Credit Enhancement Agreement with Winter Landing Housing Partners LP , and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

1. Designating 91 Winter Street Affordable Housing TIF 6.21.2021
2. 91 Winter St Summary with AHTIF attach City Council
3. Dec of Cov 73 Winter Street clean for council 061521
4. Dev. Program 73 Winter Street clean for council 06152

Prepared by:

Victoria Volent, Housing Program Manager

Date: 6/1/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DESIGNATING 91 WINTER STREET
AN AFFORDABLE HOUSING DEVELOPMENT DISTRICT
AND TAX INCREMENT FINANCING DISTRICT
AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM
FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Winter Landing Housing Partners LP intends to construct certain improvements within the 91 Winter Street Affordable Housing Development Tax Increment Financing (“TIF”) District, including 52 units of affordable housing; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, 75% of the tax revenues generated in the District will be returned to the developer; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 91 Winter Street Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the 91 Winter Street Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 91 Winter Street Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 91 Winter Street Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “91 Winter Street Affordable Housing Development District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the

betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “91 Winter Street Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “91 Winter Street Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “91 Winter Street Affordable Housing Development District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

Project Summary

Winter Landing – 91 Winter Street

Project Overview

Community Housing of Maine (CHOM) in partnership with Portland Housing Development Corporation (PHDC), through a jointly owned subsidiary Winter Street Development GP LLC, propose to convert the surface parking lot at 91 Winter Street on the Mercy Hospital State Street campus into 52 units of affordable rental housing for adults aged 55 and over. Located in the heart of Portland's West End, the development will provide much needed high quality, permanent, affordable rental housing to individuals earning less than 50% and 60% of Area Median Income.

15 Units will be set aside for homeless individuals as verified by the City of Portland. The City will refer individuals staying at their shelters, with a focus on those individuals that have been staying at the shelter for longer than 180 days. All referred Long Term Shelter Stayers (LTS) will meet applicable eligibility criteria of both the homeless set aside agreement, and the Low-Income Housing Tax Credit program. The 15 units will be memorialized in the Homeless Set Aside Agreement between the City of Portland and Winter Landing Housing Partners. Each unit will be provided services from the City of Portland, to help these households remain stably housed. In FY 2020 there was an overall decrease in the numbers of LTS in Maine. However, the decline is thought to be related to the Covid-19 pandemic causing data entry delays and the seeking of alternative non-congregate shelter. Emergency shelters are working to remedy data entry of persons experiencing homelessness, and staying in alternative locations such as wellness shelters or hotels.

CHOM, a Community Housing Development Organization, will serve as principal developer taking responsibility for all of the customary responsibilities in a development project of this type, including, but not limited to, obtaining site control, environmental and market studies, all necessary permits, financing, regulatory approval, syndication of tax credits, hiring and supervision of design professionals, and construction management. Through Winter Street Development GP LLC, CHOM and PHDC will continue to have control and supervise the on-going management of the project. Portland Housing Authority (PHA) will serve as the management agent. PHA provides long term affordable rental housing and rental assistance to more than 2,700 low-income families, seniors and disabled individuals through its Low-Income Public Housing (LIPH), Housing Choice Voucher (HCV) and Low-Income Housing Tax Credit (LIHTC) Programs. This includes management of just over 1,000 LIPH, LIHTC and market-rate units and administration of 1,800 housing vouchers. PHA houses over 6,500 residents, close to 10% of the City's population. PHA believes that providing safe, quality, affordable housing offers its residents the stability they need and the opportunity for success they deserve.

The project site is one of 3 proposed subdivided lots on the existing Chart 45, Block C, Lot 6001 (148 State Street), a 2.35 acres parcel that is improved by the historic Mercy Hospital building and associated parking. A Levell III site plan was submitted by the campus owner, NewHeight Redfern LLC on September 15, 2020. CHOM also has site control for a second parcel on Lot 6001, where it will build a 41-unit affordable housing project serving families. The two Winter Street affordable housing projects are part of the larger effort to reimagine the 3.51 acres historic hospital campus and convert it into a mixed-use mixed-income residential development.

The proposed development complies with the current B-3 zoning which allows for residential uses. This section of Winter Street has a Downtown Height Overlay of 35' maximum, however the project is

eligible for an affordable housing height density bonus of an additional 25'. The proposed project is 45' and falls within the current zoning height requirements. The proposed lot (Lot A-1) is 0.35 acres. CHOM has conducted a Phase 1 Environmental, and no significant issues have been identified.

Portland's Comprehensive Plan

The proposed development helps Portland meet several policy goals related to sustainable development and housing outlined in its 2017 Comprehensive Plan. The Plan's Executive Summary emphasizes the need to "Reinforce the Center" through better housing and transportation. The Plan calls for a production of a variety of housing types, with a focus on key nodes and corridors. The site's location, right in the heart of downtown Portland, adjacent to one of the identified "priority corridors" (State Street), and less than one block from a METRO stop, is extremely well located for housing and promotes a healthy walkable city neighborhood. Further, the project's walkable location and Passive House design support the Plan's sustainability goals by reducing energy consumption and greenhouse gas emissions.

The *Housing Policy Guide: A Livable City* recognizes that the lack of sufficient housing supply and the affordability of that housing is an urgent challenge. It establishes a goal to increase the overall supply of housing, and to continue encouraging income-restricted affordable housing development. Finally, the guide establishes a goal of providing an opportunity for residents to age in place, in housing that shows them the dignity and respect they deserve. Winter Landing will provide 52 income-restricted housing units targeted to adults over the age of 55, designed to the highest quality and efficiency measures.

The Scope, Site and Building Design:

The scope of work for the 52-unit Winter Landing includes construction of one-bedroom units in a 40,630 square foot new construction 4-story elevator assisted building. Thirty two of the units will be made available to residents with Very Low Incomes (50% of Area Median Income, or less) and the remaining 20 units will be made available to Low Income residents (60% AMI or less).

The development will have many on-site tenant amenities, including a community lounge, 3 laundry rooms, manager's office, broadband and tele-med capabilities, outside gathering space, and limited onsite parking. In addition, public transportation, a medical clinic, elementary school, grocery market, open public green space, and myriad other commercial and cultural activities are all located within walking distance of the project.

The building will have its main entrance on Winter Street, with a secondary common entrance in back leading to a Woonerf street situated between the building and the historic hospital building. 4 apartments along Winter Street will also have their own individual entrances, creating front stoops. The main entrance also has a large stoop area where benches or chairs could be placed. The concept design has taken great care to break-up the massing of the building and to complement the historic architecture of the neighborhood. The landscape plan calls for year-round horticulture, street trees, seat walls and benches, and a pedestrian green "alley way" between the two CHOM/PHDC buildings which is also designed to accommodate emergency vehicles.

The building will be designed to meet Passive House Standards, the industry standard for sustainable building construction, and will meet or exceed Portland's Green Building Ordinance. CHOM and PHDC are committed to green building design and construction for energy efficiency and durability, which translates into lower operating costs, as well as improved indoor air quality and natural lighting, which residents appreciate. The green design also supports the Comprehensive Plan's goal to encourage quality, sustainable design in new housing development.

Market Demand

According to Ribbon Demographics, the estimated population of Portland in 2019 was 67,313 and is expected to increase to 67,956 by 2024. The most significant population growth is occurring for age 65-74. Some 55.7% of housing units in Portland are renter-occupied, with approximately 43.7% of the renter households paying more than 30% of their household income on housing costs. Affordable housing projects like Winter Landing have a need in the market now more than ever. In fact, according to the National Low-Income Housing Coalition, the wage needed to support a two-bedroom apartment in Portland is \$29.15, one of the highest in the nation, while the mean renter wage was only \$14.83 an hour.

CHOM commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area.

Throughout State Fiscal Year 2020 (ending 6/30/20), 5,178 people experienced homelessness in Maine. Of this group, 110 people were Long Term Stayers (LTS), or people who have experienced 180 days or more of homelessness in that twelve-month time period (66 of whom were single adults, and 44 of whom were members of families). Though we have made significant progress housing the longest stayers in homelessness – our Long Term Stayers – emergency shelters across Maine continue to be full or overflowing. And, FY 20 data is incomplete due to the pandemic. The number of people experiencing homelessness in FY 20 is known to be higher related to the pandemic causing data entry delays and the seeking of alternative non-congregate shelter (wellness shelters, hotels, etc.).

Community Housing of Maine and Portland Housing Development Corporation: Mission & Experience

CHOM is an independent 501(c)(3) non-profit organization that develops, owns, and maintains quality, affordable housing for people with low incomes and special needs. Founded in 1993, CHOM owns and

operates 80 housing sites in 31 communities, creating more than 783 units of affordable housing. In the City of Portland alone, CHOM has more than 250 units of affordable and supportive housing under its charge. Nearly 1/3 of CHOM's tenants (346) were homeless at entry, of which 145 were homeless Long-Term Stayers.

PHDC is a 501(c)(4) non-profit organization that provides real estate development services for the preservation and expansion of affordable housing opportunities in Portland, Maine. Established in 1983, PHDC is the real estate development arm of the Portland Housing Authority (PHA). PHDC staff have over 20 years of experience in real estate development, sustainable design, community planning, finance and construction. They have collectively developed nearly 2,000 affordable homes in their careers. PHDC creates permanently affordable housing for households in need and ensures the agency's portfolio remains viable for the long-term.

The experienced, highly professional staff of our two organizations have the demonstrated ability to successfully develop, own and operate complex LIHTC projects such as Winter Landing. CHOM and PHDC work closely with municipal officials, planners, architects, service providers, and community members to thoughtfully design buildings that function efficiently and blend seamlessly into neighborhoods. With the confidence and support of funding institutions including MaineHousing, the Federal Home Loan Bank of Boston, the Genesis Community Loan Fund, HUD, cities such as Portland and Bangor, banks and private lending institutions, CHOM and PHDC consistently deliver excellence in housing that communicates dignity and respect to individuals served.

Affordable Housing Development and Tax Increment Financing Request

CHOM and PHDC will apply for Low-Income Housing Tax Credits (LIHTC) through MaineHousing's 2022 QAP for the proposed Winter Landing development. CHOM and PHDC are requesting \$200,000 in funds (\$3,846 per unit) to leverage an additional \$13 Million in State and Federal funds that would be received if awarded a LIHTC allocation. The \$200,000 will help fill a budgeting gap that currently exists and create a more competitive application through the Qualified Allocation Process (QAP), the process by which the LIHTC are scored and awarded.

The rent restrictions that are a part of the LIHTC program reduce the income available to pay the expenses of the project, resulting in a tight operating budget for all projects of this type. The two single largest operating costs are energy and taxes. CHOM and PHDC strongly believe in making the upfront investment in high quality materials and energy-efficient construction standards to help control energy costs over the long-run. CHOM and PHDC are requesting a TIF Agreement to fix the tax burden at a level the project can support, thereby helping to ensure that adequate funds are available for the on-going management, maintenance, and service coordination. Maintaining the building and grounds properly is critical to communicating dignity and respect to our tenants, to our neighbors, and to the community at large. CHOM and PHDC are requesting that the City of Portland agree to return to the project any required property taxes above 50% of the annual assessment for a period of 30 years, beginning at the time the building is completed and the project is occupied.

Affordable Housing Development funding in the amount of \$200,000, plus an adjustment of the real estate taxes to a level that the project can afford, is necessary for the project to be financially feasible. In addition, approval of this request by the City of Portland in advance of August 26th would also allow Winter Landing to receive additional points on the upcoming LIHTC application, increasing its competitiveness and, therefore, the likelihood of a tax credit allocation.

CHOM and PHDC would be delighted to partner with the City of Portland to bring much needed affordable housing to our community. Thank you for your kind consideration of this request.

SOURCES & USES	
MH Subsidy	1,040,000
MH Interest-Only Loan	3,423,000
Conventional Mortgage	0
City HOME	200,000
City HTF	0
AHP Subsidized Advance	0
AHP Direct Subsidy	0
Seller Note	0
Sponsor Loan	0
Deferred Developer Fee	0
-	0
-	0
LIHTC Equity	8,543,146
Fed HTC Equity	0
State HTC Equity	0
State LIHTC Equity	0
Capital Funds	0
Existing Operating Reserves	0
Interim Income	0
Total Sources	13,206,146
Construction Costs	9,241,979
Soft Costs	985,439
Finance Costs	314,823
Miscellaneous	163,500
Acquisition	1,300,000
Reserves	450,405
Development Fee	750,000
Total Uses	13,206,146

DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	710,000	13,654		710,000
Construction	7,708,334	148,237	0	7,708,334
Demolition	0	0		0
Builder General Conditions	0	0		0
Builder Overhead and Profit	337,649	6,493		337,649
Bond Premium	65,079	1,252		65,079
Other Construction Costs	0	0		0
Construction Contingency	420,917	8,095		420,917
Subtotal Construction Costs	9,241,979	177,730	0	9,241,979
Permits & Impact Fees	114,219	2,197		114,219
Survey & Engineering	64,000	1,231		64,000
Architectural & Design	600,000	11,538		600,000
Legal	71,500	1,375		71,500
Title & Recording	14,000	269		14,000
Accounting	15,000	288		15,000
Construction Period Tax	35,720	687		35,720
Insurance	45,820	881		45,820
Soft Cost Contingency	25,180	484		25,180
Subtotal Soft Costs	985,439	18,951	0	985,439
Construction Loan Costs	241,863	4,651		241,863
Permanent Loan Costs	72,960	1,403		72,960
Subtotal Finance Costs	314,823	6,054	0	314,823
Market Study	3,000	58		3,000
Appraisal	7,000	135		7,000
Environmental	2,500	48		2,500
LIHTC Process & Monitoring Fees	126,000	2,423		126,000
Relocation	0	0		0
FF&E	25,000	481		25,000
Other Misc Costs	0	0		0
Subtotal Miscellaneous	163,500	3,144	0	163,500
Acquisition: Buildings	0	0		0
Acquisition: Land	1,300,000	25,000		1,300,000
Acquisition: Carrying Costs	0	0		0
Subtotal Acquisition	1,300,000	25,000	0	1,300,000
Operating Deficit Escrow (ODE)	262,643	5,051		262,643
Replacement Reserve (IDRR)	82,749	1,591		82,749
Tax & Insurance Reserve (T&I)	55,633	1,070		55,633
Rent Up & Marketing/Working Capital	49,380	950		49,380
Other Reserves	0	0		0
Subtotal Reserves	450,405	8,662	0	450,405
Developer Overhead	650,000	12,500		650,000
Developer Profit	100,000	1,923		100,000
Consultant Fee	0	0		0
Other Fees	0	0		0
Subtotal Development Fee	750,000	14,423	0	750,000
Total Project Costs	13,206,146	253,964	0	13,206,146
Total Development Costs (TDC Cost Index Adjustment)		246,490		

PROJECT: Winter Landing
LOCATION: 91 Winter Street, Portland, Maine 04102

DEVELOPMENT ASSUMPTIONS					
Total Units		52	Inflation Adjustments	Yr 1-5	Yr. 6-15
# @ 30% AMI	0.0%	0	Rent	2.00%	2.00%
# @ 50% AMI	61.5%	32	Operating Expense	3.00%	3.00%
# @ 60% AMI	38.5%	20	Other Income	2.00%	2.00%
# @ 80% AMI	0.0%	0	Vacancy	5.0%	
# @ Market	0.0%	0	Debt Coverage Ratio	1.15	

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
Year:	Yr 0	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	
Months:	1	13	25	37	49	61	73	85	97	109	121	
Date:	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Effective Gross Income	54,415	666,042	679,362	692,950	706,809	720,945	735,364	750,071	765,072	780,374	795,981	
Less Operating Expense	35,317	436,519	449,615	463,103	476,996	491,306	506,045	521,227	536,863	552,969	569,558	
Net Operating Income	19,098	229,522	229,748	229,847	229,812	229,639	229,318	228,844	228,209	227,405	226,423	
Less RLP Repay	15,689	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	3,409	41,257	41,483	41,582	41,547	41,374	41,053	40,579	39,944	39,140	38,158	
Cash Flow per Unit	0	793	798	800	799	796	789	780	768	753	734	
Debt Coverage Ratio (RLP)	1.22	1.22	1.22	1.22	1.22	1.22	1.22	1.22	1.21	1.21	1.20	
Operating Reserve Balance	262,643	275,775	289,564	304,042	319,244	335,206	351,967	369,565	388,043	407,445	427,818	

Year:	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	
Months:	133	145	157	169	181	193	205	217	229	241	
Date:	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
Effective Gross Income	811,901	828,139	844,702	861,596	878,828	896,404	914,332	932,619	951,271	970,297	
Less Operating Expense	586,645	604,245	622,372	641,043	660,274	680,083	700,485	721,500	743,145	765,439	
Net Operating Income	225,256	223,894	222,330	220,553	218,553	216,322	213,847	211,119	208,127	204,858	
Less RLP Repay	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	188,265	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	
Cash Flow	36,991	35,629	34,065	32,288	30,288	28,057	25,582	22,854	19,862	16,593	
Cash Flow per Unit	711	685	655	621	582	540	492	440	382	319	
Debt Coverage Ratio (RLP)	1.20	1.19	1.18	1.17	1.16	1.15	1.14	1.12	1.11	1.09	
Operating Reserve Balance	449,209	471,669	495,253	520,015	546,016	573,317	601,983	632,082	663,686	696,870	

RENT SCHEDULE								
Type	AMI	# of Units	Max Program Rents	Less Utility Allow.	Max Gross Rent	Contract Rent	Market Rent	Annual Rent
Studio	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
1BR	30% LIHTC	0						
	50% LIHTC	32	894	46	895	343,680	1,054	
	50% LIHTC (PBV)	0						
	60% LIHTC	5	1,082	46	1,083	64,980	1,054	
	60% LIHTC (PBV)	15	1,082	46	1,068	192,240	1,054	
	80% LIHTC	0						
	Market	0						
52								
2BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
3BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
4BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
5BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
6BR	30% LIHTC	0						
	50% LIHTC	0						
	50% LIHTC (PBV)	0						
	60% LIHTC	0						
	60% LIHTC (PBV)	0						
	80% LIHTC	0						
	Market	0						
0								
Total Units 52			Annual Gross Rental Revenue					600,900
Total Bedrooms 52			Operating Subsidy:					
			PBV HAP Differential					42,660
			Other Income:					0
			Other Income:					0
			Other Income:					0
			Other Income:					0
			Vacancy Rate			5%		(32,178)
			Tax Increment Financing					41,600
			Commercial Rental Income					0
			Effective Gross Income					652,982

OPERATING EXPENSES		
Expense	Annual Total	Annual Per Unit
<u>Management Expenses</u>		
Management Fees	34,405	662
Management Charges	43,336	833
Marketing	0	0
Legal Expenses	2,000	38
Auditing Expenses	7,000	135
Other Admin	2,500	48
Total Administrative Expenses	89,241	1,716
<u>Utility Expenses</u>		
Gas	0	0
Electricity	50,400	969
Water/Sewer	20,000	385
Other Utility Expenses	5,000	96
Total Utility Expenses	75,400	1,450
<u>Maintenance Expenses</u>		
Janitorial Payroll	0	0
Janitorial Supplies and Eqmt	4,464	86
Janitorial Contractual Services	5,000	96
Garbage Removal	7,500	144
Vehicle and Equipment	2,500	48
Grounds Maintenance Payroll	5,000	96
Grounds Tools and Supplies	0	0
Grounds Contractual Services	7,000	135
Miscellaneous Ground Maintenance	5,000	96
Building Maintenance Payroll	42,500	817
Building Tools and Supplies	2,000	38
Building Contractual Services	5,000	96
Building Systems Maintenance	12,600	242
Tenant Damage Charges	0	0
Other Maint.	0	0
Total Maintenance Expenses	98,564	1,895
<u>General Expenses</u>		
Property Taxes	83,200	1,600
Property and Liability Insurance	20,800	400
Other Financial Expenses	0	0
Resident Services	18,200	350
Other General	15,000	288
Total General Expenses	137,200	2,638
Total Housing Expenses	400,405	7,700
<u>Commercial Expenses</u>		
Admin Expenses	0	0
Operating Expenses	0	0
Maintenance Expenses	0	0
General Expenses	0	0
Other Comm.	0	0
Total Commercial Expenses	0	0
Total Budgeted Expenses	400,405	7,700
Replacement Reserves	23,400	450
Total Opex + Reserves	423,805	8,150

				LIHTC Basis			T-E Bonds	HTC Basis		
Line Item		Total	Per Unit	NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
RESERVES										
Operating Deficit Escrow (ODE)	6 mo.	262,643	5,051			262,643			262,643	
Replacement Reserve (IDRR)		82,749	1,591			82,749			82,749	
Tax & Insurance Reserve (T&I)		55,633	1,070			55,633			55,633	
Rent Up & Marketing/Working Capital		49,380	950			49,380			49,380	
Other		0	0			0			0	
TOTAL RESERVES		450,405	8,662	0	0	450,405	0	0	450,405	0

RESIDENCES at the former MERCY HOSPITAL
PORTLAND, MAINE

APRIL 29, 2021



NEW HEIGHT GROUP
RED FERN PROPERTIES

RYAN SENATORE ARCHITECTURE
ARCHITECTS
1000 10th Avenue
Portland, ME 04101
Tel: 207.633.1111
www.ryan-senatore.com

PROPOSED WINTER STREET SENIOR APARTMENTS

ELEVATIONS



WINTER STREET ELEVATION



COURTYARD ELEVATION

PROPOSED WINTER STREET SENIOR APARTMENTS

ELEVATIONS



REAR ELEVATION



SIDE ELEVATION

PROPOSED WINTER STREET SENIOR APARTMENTS

WINTER STREET PERSPECTIVE



PROPOSED WINTER STREET SENIOR APARTMENTS

WINTER STREET PERSPECTIVE



City of Portland - TIF Model
OAV a/o 3/31/2021: \$370,400
[91 Winter Street AHTIF](#)
6-May-21

City of Portland- TIF Projection Table - 91 Winter Street AHTIF									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2021	\$4,317,700	50.00%	\$2,158,850	16.83	\$36,333	\$36,333	\$0	\$36,333
2	2022	\$4,317,700	50.00%	\$2,158,850	17.17	\$37,060	\$37,060	\$0	\$37,060
3	2023	\$4,317,700	50.00%	\$2,158,850	17.51	\$37,801	\$37,801	\$0	\$37,801
4	2024	\$4,317,700	50.00%	\$2,158,850	17.86	\$38,557	\$38,557	\$0	\$38,557
5	2025	\$4,317,700	50.00%	\$2,158,850	18.22	\$39,328	\$39,328	\$0	\$39,328
6	2026	\$4,317,700	50.00%	\$2,158,850	18.58	\$40,115	\$40,115	\$0	\$40,115
7	2027	\$4,317,700	50.00%	\$2,158,850	18.95	\$40,917	\$40,917	\$0	\$40,917
8	2028	\$4,317,700	50.00%	\$2,158,850	19.33	\$41,736	\$41,736	\$0	\$41,736
9	2029	\$4,317,700	50.00%	\$2,158,850	19.72	\$42,570	\$42,570	\$0	\$42,570
10	2030	\$4,317,700	50.00%	\$2,158,850	20.11	\$43,422	\$43,422	\$0	\$43,422
11	2031	\$4,317,700	50.00%	\$2,158,850	20.52	\$44,290	\$44,290	\$0	\$44,290
12	2032	\$4,317,700	50.00%	\$2,158,850	20.93	\$45,176	\$45,176	\$0	\$45,176
13	2033	\$4,317,700	50.00%	\$2,158,850	21.34	\$46,080	\$46,080	\$0	\$46,080
14	2034	\$4,317,700	50.00%	\$2,158,850	21.77	\$47,001	\$47,001	\$0	\$47,001
15	2035	\$4,317,700	50.00%	\$2,158,850	22.21	\$47,941	\$47,941	\$0	\$47,941
16	2036	\$4,317,700	50.00%	\$2,158,850	22.65	\$48,900	\$48,900	\$0	\$48,900
17	2037	\$4,317,700	50.00%	\$2,158,850	23.10	\$49,878	\$49,878	\$0	\$49,878
18	2038	\$4,317,700	50.00%	\$2,158,850	23.57	\$50,876	\$50,876	\$0	\$50,876
19	2039	\$4,317,700	50.00%	\$2,158,850	24.04	\$51,893	\$51,893	\$0	\$51,893
20	2040	\$4,317,700	50.00%	\$2,158,850	24.52	\$52,931	\$52,931	\$0	\$52,931
21	2041	\$4,317,700	50.00%	\$2,158,850	25.01	\$53,990	\$53,990	\$0	\$53,990
22	2042	\$4,317,700	50.00%	\$2,158,850	25.51	\$55,069	\$55,069	\$0	\$55,069
23	2043	\$4,317,700	50.00%	\$2,158,850	26.02	\$56,171	\$56,171	\$0	\$56,171
24	2044	\$4,317,700	50.00%	\$2,158,850	26.54	\$57,294	\$57,294	\$0	\$57,294
25	2045	\$4,317,700	50.00%	\$2,158,850	27.07	\$58,440	\$58,440	\$0	\$58,440
26	2046	\$4,317,700	50.00%	\$2,158,850	27.61	\$59,609	\$59,609	\$0	\$59,609
27	2047	\$4,317,700	50.00%	\$2,158,850	28.16	\$60,801	\$60,801	\$0	\$60,801
28	2048	\$4,317,700	50.00%	\$2,158,850	28.73	\$62,017	\$62,017	\$0	\$62,017
29	2049	\$4,317,700	50.00%	\$2,158,850	29.30	\$63,257	\$63,257	\$0	\$63,257
30	2050	\$4,317,700	50.00%	\$2,158,850	29.89	\$64,523	\$64,523	\$0	\$64,523
30 Year TIF Total		\$129,531,000		\$64,765,500		\$1,473,978	\$1,473,978	\$0	\$1,473,978
30 Year Average:		\$4,317,700		\$2,158,850		\$49,133	\$49,133	\$0	\$49,133

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model-
91 Winter Street AHTIF**

50% Sheltered - 30 years - 50% to Developer Account and 50% to City General Fund

TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2021	\$4,317,700	\$2,158,850	\$0	\$2,484	\$1,167	\$3,651
2	2022	\$4,317,700	\$2,158,850	\$0	\$2,484	\$1,167	\$3,651
3	2023	\$4,317,700	\$2,158,850	\$0	\$2,484	\$1,167	\$3,651
4	2024	\$4,317,700	\$2,158,850	\$5,685	\$2,484	\$1,167	\$9,336
5	2025	\$4,317,700	\$2,158,850	\$11,370	\$2,484	\$1,167	\$15,021
6	2026	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
7	2027	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
8	2028	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
9	2029	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
10	2030	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
11	2031	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
12	2032	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
13	2033	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
14	2034	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
15	2035	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
16	2036	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
17	2037	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
18	2038	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
19	2039	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
20	2040	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
21	2041	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
22	2042	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
23	2043	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
24	2044	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
25	2045	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
26	2046	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
27	2047	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
28	2048	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
29	2049	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
30	2050	\$4,317,700	\$2,158,850	\$17,055	\$2,484	\$1,167	\$20,706
30 Year TIF Total		\$129,531,000	\$64,765,500	\$443,428	\$74,521	\$34,997	\$552,946
30 Year Average		\$4,317,700	\$2,158,850	\$14,781	\$2,484	\$1,167	\$18,432

CITY OF PORTLAND
**Declaration of Covenants, Conditions and Restrictions for the 73 Winter Street Affordable
Housing Tax Increment Financing District**

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Equinox Housing Partners LP**, a Maine Limited Partnership with a mailing address of One City Center, Fourth Floor, Portland, Maine 04101 (“Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the development of forty-three (43) units of rental housing located at 73 Winter Street, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term.** The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the “Effective Date”) and continuing for thirty (30) years from the Effective Date of this Declaration (the “Qualified Project Period”).

2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.
3. **Covenants.** Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of forty-three (43) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
 - b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
 - c. **Low Income Units.** For a period of thirty (30) years at least twenty-six (26) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, and seventeen (17) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income (collectively referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”).
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the

most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.
- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:
- i. For a unit without a separate bedroom, one individual.
 - ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.
- Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.
- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City,

and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or

willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, _____, and _____[**construction lender and any other entities providing financing will also be parties**] dated _____, _____ to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2021.

CITY OF PORTLAND, ME

Witness

By: _____
Jon P. Jennings
Its City Manager

State of Maine
Cumberland, ss.

_____, 2021

Personally appeared the above named Jon P. Jennings, City Manager to the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

EQUINOX HOUSING PARTNERS LP
By: Winter Street Development GP LLC
Its: General Partner

Witness

By: _____

Name:

Its:

State of Maine
Cumberland, ss.

_____, 2021

Personally appeared the above named, _____, _____ of Winter Street Development GP LLC, General Partner of Equinox Housing Partners LP and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said partnership and limited liability company.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

CITY OF PORTLAND
73 WINTER STREET
AFFORDABLE HOUSING DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
Date: , 2021

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Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

73 Winter Street
Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 73 Winter Street in Portland. The area includes approximately .3941 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Fifty percent (50%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 73 Winter Street Affordable Housing Development District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Equinox Housing Partners LP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 73 Winter Street involves the construction of a building on approximately .3941 acres, into an affordable housing neighborhood. The objective of the project is that 100% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of one four-story building to be built which would contain

a total of 43 (forty-three) units of rental housing. The 43 units consist of 6 (six) studios, 15 (fifteen) one-bedroom, 13 (thirteen) two-bedroom and 9 (nine) three-bedroom units with twenty-six (26) of those units affordable to households at or below 50% of the area median income and seventeen (17) of those units affordable to households at or below 60% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The 73 Winter Street project is projected to have a total local increased assessed valuation at build out of approximately \$3,917,700 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$44,581 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$44,581 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 73 Winter Street. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The property is currently used as a parking lot.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority, its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City’s Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years after the tax year in which this Development Program is approved by the Director of the Maine State Housing Authority. The first Tax Year of the Development Program begins April 1, 2021 and the last Tax Year of the Development Program begins April 1, 2050.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the proposed Affordable Housing TIF District is approximately .3941 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the proposed Affordable Housing TIF District and the total area of all approved TIF (commercial and affordable housing) Districts, including this proposed Affordable Housing TIF District, in the City (which combined total is 696.262 acres) is approximately 5.6213% of total acreage in the City. The 696.262 acres includes 451 acres of two exempt districts—a Transit Oriented TIF District and a Downtown/Transit Oriented TIF District—which, when subtracted from the 696.262 acres is 245.262, which is 1.98% of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area all existing Affordable Housing TIF Development districts in the City and this proposed Affordable Housing Development District is 14.6409 acres or .1182% of the total acreage of the City, which does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF District is as set forth in Exhibit D hereto, and the Original Assessed Value of all existing Affordable Housing TIF Districts and this proposed Affordable Housing TIF Development District within the City is \$3,393,110 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 73 Winter Street Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2021, which was March 31, 2021. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing

Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 50% (fifty percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the 50% (fifty percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 50% (fifty percent) of the Increased Assessed Value. Accordingly, 50% (fifty percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 50% (fifty percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 73 Winter Street project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$16.83/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the

formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on _____, 2021, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on July 19, 2021. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on July 19, 2021 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Jon P. Jennings City Manager,
City of Portland, ME

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: June 1, 2021

SUBJECT: **Order 296-20/21 Approving the Credit Enhancement Agreement with Winter Landing Housing Partners LP - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair**

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No

PRESENTATION:

I. SUMMARY

This is a companion order to Order 20/21 above.

II. AGENDA DESCRIPTION

During a meeting held on May 4, 2021, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

This is a companion order the order above.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

VIII. LIST ATTACHMENTS

1. CEA re 91 Winter Street 6.21.2021
2. Credit Enhancement 6-15-21

Prepared by:

Victoria Volent, Housing Program Manager

Date: 6/1/2021

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE CREDIT ENHANCEMENT AGREEMENT
WITH WINTER LANDING HOUSING PARTNERS LP**

ORDERED, that the attached credit enhancement agreement between the City of Portland and Winter Landing Housing Partners LP related to the 91 Winter Street Affordable Housing Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that and the City Manager is authorized to sign the agreement in substantially the form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

**EQUINOX HOUSING
PARTNERS LP**

DATED: _____, 2021

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2021, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Equinox Housing Partners LP, a Maine limited partnership (the “Developer”).

**WITNESSETH
THAT**

WHEREAS, the City designated the *73 Winter Street Municipal Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on July 19, 2021, Order __ - 20/21 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____ [Date of District Approval by MaineHousing]; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described

herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Three Hundred Eighty-Two Thousand Three Hundred Dollars (\$382,300), which is the taxable assessed real property value of the District as of March 31, 2021 (April 1, 2020).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value.

“Project” means the planned forty-three (43) unit low-income housing project to be named the Equinox located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* real property taxes levied,

charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “73 Winter Street Municipal Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement, commencing with the Tax Year beginning April 1, 2021 and continuing thereafter through the Tax Year beginning April 1, 2050 (collectively the “CEA Years”), the City shall retain in the District fifty percent (50%) of the Increased Assessed Value as Captured Assessed Value. The remaining fifty percent (50%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to fifty percent (50%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such fifty percent (50%) portion into the Project Cost Account. The remaining fifty percent (50%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, such property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to

any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the

address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other city or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to

the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.
- (h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies

available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program, which is April 1, 2021, and shall expire March 31, 2051 or sooner upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by June 30, 2024.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public or private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's

Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Equinox Housing Partners LP
c/o Community Housing of Maine, Inc.
One City Center
Fourth Floor
Portland, Maine 04101

With a copy to:

Curtis Thaxter LLC
Attn: Maurice A. Selinger, III, Esq.
One Canal Plaza
Tenth Floor
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this

Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____

Name: Jon P. Jennings

Its: City Manager, Duly Authorized by the City Council at its meeting on July 19, 2021

WITNESS:

EQUINOX HOUSING PARTNERS LP
BY: Winter Street Development GP, LLC
Its: General Partner

By: _____
Name: _____
Its: _____

EXHIBIT 1

Copy of District Map

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: June 8, 2021

SUBJECT: Order 297-20/21 Amending the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District to Make 73 Winter Street and 91 Winter Street Affordable Housing Tax Increment Financing Districts - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Councilor Spencer Thibodeau, Chair of the Housing and Economic Development Committee/May 4, 2021, Meeting and the Vote was unanimous (4-0) to recommend to the City Council approval of this item.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No Action is needed on July 19, 2021, in order to meet Maine State Housing Authority Program application deadlines for the Proposed 73 Winter Street Affordable Housing TIF District and the 91 Winter Street Affordable Housing TIF District.

PRESENTATION: Mary Davis/3 Minutes

I. SUMMARY

Amending the Downtown Transit Oriented Development (TOD) TIF District, a companion Order to establishing the 73 Winter Street Affordable Housing TIF District and the 91 Winter Street Affordable Housing TIF District, is proposed to support the establishment of Affordable Housing TIF Districts at 73 Winter Street and at 91 Winter Street.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on May 4, 2021 and voted unanimously (4-0) to recommend to City Council approval of this item.

This item amends the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District (TOD TIF) by removing 73 Winter Street and 91 Winter Street from the District. This allows those properties to be their own free-standing Affordable Housing TIF Districts to support the proposed affordable housing projects.

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

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is approval of Downtown TOD TIF District Amendment to remove 73 Winter Street and 91 Winter Street from this District in order for those properties to be their own free-standing Affordable Housing TIF Districts.

The City goal is to expand the supply of affordable housing.

V. FINANCIAL IMPACT

There is no financial impact in amending the Downtown TOD TIF District.

The tax sheltering savings for the Downtown TOD TIF District continues to be estimated at \$2.8 Million annually.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the amendments to the Downtown TOD TIF District.

VII. RECOMMENDATION

At the May 4, 2021, Housing and Economic Development Committee, the Committee voted unanimously (4-0) to forward this item to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Amendment of Downtown Transit Oriented Dev and Omnibus TIF re 73 and 91 Winter Street 6.21.2021
2. DT TOD TIF App Narrative Cln w Amdt 4 - Rdlns for Amd 5 - 6-15-2021
3. DT TOD TIF App Narrative Cln w Amdt 4-Cln for Amd 5 - 6-15-2021&RevExh

Prepared by:

Mary Davis, Division Director

Date: 6/8/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER AMENDING
THE DOWNTOWN TRANSIT ORIENTED DEVELOPMENT AND OMNIBUS
TAX INCREMENT FINANCING DISTRICT TO MAKE 73 AND 91 WINTER STREET
AFFORDABLE HOUSING TAX INCREMENT FINANCING DISTRICTS**

ORDERED, that the Downtown Transit Oriented Development and Omnibus Tax Increment Financing (TIF) District, as adopted by Order 139-14/15 and amended by Order 99-17/18, Order 78-18/19, Order 279-18/19, and Order 13-20/21 is hereby amended to remove both 73 Winter Street and 91 Winter Street in order for those Properties to be made Affordable Housing Tax Increment Financing Districts; and

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

2021~~0~~ PROPOSED DOWNTOWN/TRANSIT TIF AMENDMENT #54 - REMOVING 73 WINTER STREET AND 91 WINTER STREET FROM ASSESSOR LOT 45-C-7 TO BE FREE-STANDING AFFORDABLE HOUSING TIF DISTRICTS~~28-O-17 AND 28-O-3 AND TECHNICAL AMENDMENTS~~

I. Introduction – Portland Downtown Transit Oriented Municipal Development and Omnibus Tax Increment Financing District Amendment #54

On February 9, 2015, the City of Portland (the “City”) designated the Portland Downtown Transit Oriented Municipal Development and Omnibus Tax Increment Financing District (the “District”) and adopted this Development Program (the “Development Program”) for the District in an effort to fully realize the visions and goals of the City of Portland Downtown Revitalization Investment Plan (“Downtown Plan”); the Downtown Plan is attached as Exhibit A. The duration of this District will be 30 years beginning July 1, 2015 (Tax Year 4/1/2015; FY2015-16) ending June 30, 2045 (Tax Year 4/1/2044; FY2044-45).

- a. District Amendment #1 Approved by MDECD February 27, 2018: The purpose of this District amendment was to remove the parcel designated by the City Assessor as 22-F-1 at 54 Lancaster – a tax exempt parcel (so no value attributed to the Original Assessed Value) with approximately .48 acres, which will be turned into a free-standing Affordable Housing TIF District. Portland’s amended District remained the same at approximately 422 acres and bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and Waterfront Capital Improvement TIF Districts to the north and south. The District encompasses the central business district of Portland and the abutting east and west ends of the District. In creating the District, the outlying residential areas of the Eastern and Western Promenades have been purposely excluded.
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basis or as needed. Though the specific public projects prioritized and undertaken from year to year will change, with the exception of this District funding up to \$100,000 annually for the Creative Portland Corporation, categories of investment for the purpose of eligible uses of the TIF Revenues will remain consistent.

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- d. ~~Proposed~~ District Amendment #4 approved by MDECD September 16, 2020: The purpose of District Amendment #4 is to remove the parcels designated by the City Assessor as 28-O-17 at 83 Middle Street – a tax exempt parcel (so no value attributed to the Original Assessed Value), with approximately .2183 acres, and 28-O-3 at 160 Newbury Street with an OAV of \$281,100 with approximately .0665 acres, which parcels will be turned into a free-standing Affordable Housing TIF District.

Proposed District Amendment #4 also includes technical amendments as follows:

- CBL 37-B-14, 17 Shepley Street, a tax exempt parcel, was on the original map but needs to be added to original CBL listing attached to the Assessor's Certificate – increasing acreage by .1512, with no change in OAV as tax exempt;
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With the above removal of 83 Middle Street and 160 Newbury Street, and the technical amendments, the net change to the District's OAV is reduced from

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\$968,136,850 to \$965,007,320, and the District's acreage is reduced from 421.010 to 417.7882.

- e. Proposed District Amendment #5: The purpose of District Amendment #5 is to remove 73 Winter Street and 91 Winter Street from the District in order for the properties to be their own free-standing Affordable Housing TIF Districts. These properties are currently included in the parcel designated by the City Assessor as 45-C-7 at 120 State Street – a tax exempt parcel (so no value attributed to the Original Assessed Value), with approximately 99,597 sq. ft. or 2.2864 acres. The square footage/acreage being removed for 73 Winter Street footprint will be 17,167/.3941 acres, and the square footage/acreage being removed for 91 Winter Street footprint will be 15,364/.3527 acres for a total of .7474 acres to be removed from the Downtown TOD TIF District, reducing the current acreage from 417.882 to 417.0408. Once the subdivision is completed, the City will confirm with MDECD the Assessor parcel designations.

II. Development Program Narrative

A. The Development Program as Amended with Amendment #54

The Amended Development Program for the Downtown Transit Oriented Municipal Development and Omnibus TIF District is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised TIF Statutes, as amended (the "TIF Statute"). The City's designation of the District, combined with the adoption of this Amended Development Program, creates a single municipal TIF district in order to capture the value of the real property improvements made within the District and enable the use of TIF revenues for various municipal and other development projects.

Under this Amended Development Program, the City captured 12% in year one, 22% in years 2 through 4, ~~and~~ 25% in year 5, and 30% in year 6 (FY2021). This Amended Development Program now allows for the City to capture up to 100% of the new real property value located in the District for remainder of the term of the District, or through Tax Year April 1, 2044/City Fiscal Year 2044/2045. The City may retain those tax revenues generated by the captured assessed value (the "TIF Revenues") to fund infrastructure improvements and other administrative costs, all as further described in Table 1 hereinbelow. The City reserves the right to capture less than the full 100% in years 7~~5~~ through 30, depending on the then-current needs of the City with respect to the approved project costs. Any reduction in the captured value percentage shall adjust the amount of assessed value eligible for sheltering with respect to the tax shift benefit correspondingly. Although all TIF Revenues will be retained by the City at this time, the City reserves the right in the future to negotiate and execute commercial credit enhancement agreements pursuant to City Council approved TIF Policy as may be amended from time to time. CEAs would be limited, however, to the balance of District term at that time. Such future credit enhancement agreements would require a public hearing and City Council approval. Should the City enter into a credit

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enhancement agreement, it will provide the Maine Department of Economic and Community Development a description of the terms and conditions of any agreements, contracts, or other obligations related to the development program per City TIF Policy (see Table 1 last item and Exhibit B).

In designating the District and adopting this Amended Development Program, the City can accomplish the following goals:

- Maintain existing tax revenues;
- Invest in the Downtown public infrastructure;
- Invest in the Creative Portland Corporation annually;
- Invest in new and enhanced transit services;
- Enjoy enhanced future tax revenues generated by new development within the District; and
- Create long-term, stable employment opportunities for area residents because of these TIF investments.

In addition, by creating the District, the City will “shelter” the increase in municipal valuation that development in the District will bring about. This tax shift benefit mitigates the adverse effect that the District’s increased assessed property value has upon the City’s share of state aid to education, municipal revenue sharing, and its county tax assessment. An estimate of the tax shift benefits is shown in Revised Exhibit D-2 attached hereto.

The City’s designation of the District and pursuit of this Amended Development Program constitute a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well-being of both the City and the region by providing jobs, contributing to property taxes, and diversifying the region’s economic base.

B. The Projects

Development within the District will provide a revenue source for the City’s economic development projects. The City intends to use TIF Revenues to further its overall plan to attract and retain businesses that want to take advantage of Portland’s business-friendly location, while offering their employees a rich, dynamic, and high quality of life. This includes funding of Creative Portland Corporation, of which the City of Portland is the Corporator, of up to \$100,000 annually, as well as City plans to invest in its public infrastructure in these investment focus areas:

- Sidewalk and Other Pedestrian Enhancements
- Streetscape
- Lighting
- Street Alignment
- Utilities
- Bicycle Improvements
- Public Transit
- Wayfinding

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- Multi-modal surface and structured parking
- Work force training
- Professional service costs
- Economic Development Department administrative costs and staff salaries, and prorated salaries of the City Manager, Finance Director, Planning and Urban Development Director, and Planning staff.

The District projects at this time are highlighted in Table 1 below:

TABLE 1

NOTE 1: All Citations refer to Title 30-A, Chapter 206, Section 5225

NOTE 2: While this Amended Development Program lists particular projects, the Amended Development Program shall not serve as an appropriation of TIF Revenues for any of these specific purposes, nor shall it commit the City to completing any particular project. The projects will only be undertaken following proper appropriation through the annual budget process and any other applicable required approvals.

Project	Downtown Revitalization Plan Reference by page no.	Statutory Citation	Estimated Cost
In District: Capital Infrastructure Design and Investments, including Financing Costs, for example: - Multi-modal surface and structured parking - Sidewalk and Other Pedestrian Enhancements - Roadway Realignments/Paving - Crosswalks - Traffic Signals - Intersection Redesigns - Bicycle lanes, racks, and stations Infrastructure - Stormwater Management, including water and sewer upgrades - Telecommunications, lighting, and electrical distribution upgrades; Infrastructure improvements/enhancements - Wayfinding (signage)	19, 47 19, 20, 34,35, 48 19,20,34,35 19, 46 34, 46 19,20,34,35 19, 34,47 19, 33 19, 36 19,23, 35,47	(1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(a)(i) (1)(A)(1)(2)(3) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(a)(i) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(2)(3)(7) (1)(A)(1) (1)(A)(1)(2)(3)(6)(7)	\$150 Million over the life of the District for these Capital Infrastructure Items.

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- Public plaza intersection improvements	22, 46		
In and out of District: New and Enhanced Transit Services, including operational costs, for example (see Exhibit K – Transit Map):			
- Creation of high frequency bus service on Congress Street at 15-minute intervals between the Portland Transportation Center (PTC) and Washington Avenue;	17, 20, 21,	(1)(A) and (1)(C)(7)	\$15 Million for Transit in this category.
- Enhancing Stevens Avenue-Allen Avenue- Congress Street bus service areas;	20	(1)(A)(1)(a) and (1)(C)(7)	
- Corresponding costs for these enhancements, including transit operator salaries; transit vehicle fuel, and transit vehicle parts replacements.	20	(1)(A)(1)(a) and (1)(C)(7)	
- Transit capital costs including transit vehicles and related equipment; bus shelters and other related structures; benches; signs, and other transit-related infrastructure.	20	(1)(A)(1)(a) and (1)(C)(7)	
- Shuttle service to downtown businesses.	17, 20	(1)(A)(1)(a) and (1)(C)(7)	
In and out of District: City Marketing and Promotion through Creative Portland Corporation (CPC), for example (see Exhibit M Arts District Map within Downtown TOD TIF District):			
- In District: Center for the Arts, including rental residential space;	20, 21,47	(1)(C)(1)(2)	Up to \$100K annually; \$3 Million over life of District
	20, 21,47	(1)(C)(1)(2)	

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- In District: capital, financing, real property assembly and professional service costs; - In and out of District: CPC staffing, administrative and marketing expenses; revolving loan or investment fund.	20, 21, 47	(1)(C)(1)(2)	
In and out of District: - Economic Dev. Dept. administrative costs and staff salaries at 100%, and prorated salaries of City Manager, Finance Director, and Planning Urban Development Director, and Planning staff*; - Professional services costs; - Workforce training funds. Costs of services and equipment to provide skills development and training, including scholarships to in-state educational institutions or to online learning entities when in-state options are not available, for jobs created or retained.	21, Also TIF App. P. 3 See TIF App. P.3 See TIF App. P. 3	(1)(A)(5) and (1)(C)(1) (1)(A)(4);(1)(C)(1) (1)(C)(4)	\$15 Million over life of the District.
In District: Small Public Capital Infrastructure and Equipment, for example (Downtown Plan pp. 6 and 7) - Parking meters - Vehicles for Public Works Dept., and Fire Dept., including ambulances	19 21, 36 to 44	(1)(A)(1)(a) (1)(A)(1)(a)	\$10 Million over life of the District
In District: Relocation of Displaced Persons (TIF Application, p. 6)	(see TIF application, p. 6)	1(A)(6)	Not budgeted/not anticipated at time of TIF application
In District: CEAs as Approved by City Council (TIF application p. 2) with a maximum average percentage of 65% capture and up to a 20-year term pursuant to City TIF Policy (Exhibit B hereto).	(see TIF application p. 2)	(1)(A)(1)(2)(3)(6)(7)	Unknown at time of TIF application

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Total Estimate of TIF Revenue Expenditure over 30 year term:			\$193,000,000
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*This item is not unique to this TIF District, it is also included in the Bayside TIF District and Waterfront TIF District.

C. Strategic Growth and Development

This Amended Development Program and the Downtown Plan meld various studies and plans for the District into one document, thereby promoting those studies and plans and making investments at the appropriate time. The studies and plans noted in the Downtown Plan represent a series of community initiatives, both completed and underway, or in planning process. The Amended Development Program and Project List (Table 1) noted hereinabove represents the best thinking of City staff about current opportunities for realizing the City's longstanding, evolving vision for its Downtown.

D. Improvements to the Public Infrastructure

As further set forth in Table 1 hereinabove, the City may use certain TIF Revenues for sidewalk and other pedestrian improvements including crosswalks, roadway realignments/paving, intersection redesigns, traffic signals, bicycle infrastructure, stormwater management improvements (including water and sewer maintenance), communications infrastructure improvements/enhancements, wayfinding, multi-modal surface and structured parking, and public plaza intersection improvements that are directly related and made necessary by development in the District.

E. Operational Components

1. Public Facilities

The City may use a portion of the TIF Revenues to fund certain projects approved within the District, outlined in Table 1 hereinabove.

2. Commercial Improvements Financed through the Development Program

At this time, no commercial improvements will be financed through the Development Program. The City may, in the future, reimburse a percentage of the TIF Revenues from any particular lot within the District to future developers through a credit enhancement agreement. Future credit enhancement agreements are authorized only if the City Council meets and holds a public hearing and votes to authorize, negotiate, and execute the credit enhancement agreement pursuant to City Council approved TIF Policy. Such credit enhancement agreements would be approved under the City's TIF Policy, as may be amended from time to time, but limited to the balance of the term of this District. Should the City enter into a credit enhancement agreement, it will provide the Maine Department of Economic and Community Development a description of the terms and conditions of any agreements, contracts, or other obligations related to the development program (see Table 1 last item and Exhibit B).

3. Relocation of Displaced Persons

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It is not anticipated that any persons will be relocated; however, the City has provided that if, in the future, relocation of persons is necessary to accommodate future redevelopment within the District, the one-time relocation costs of such displaced persons can be paid for with TIF Revenues, exclusive of rent.

4. Transportation Improvements

The City may fund road/transportation improvements made necessary by the increased traffic to the District. Please see Table 1 hereinabove for more details.

5. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state, and local environmental laws, regulations, and ordinances and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or his designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Amended Physical Description

The 417.~~04087882~~-acre District is bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and Waterfront Capital Improvement TIF Districts to the north and south. The District encompasses the central business district of Portland and the abutting east and west ends of the District. In creating the District, the outlying residential areas of the Eastern and Western Promenades have been purposely excluded. The District is shown on revised Exhibit C. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. Section 5223(3) are set forth in revised Exhibit E.

IV. Financial Plan

A. Amended Financial Characteristics

With Amendment #~~5~~4, the collective amended original assessed value of the real property in the District remains at ~~is~~ \$965,007,320 as set forth in Exhibit F, Revised Assessor's Certificate. The backup for the Certificate includes revisions from Amendment #3 and #4. It is noted that Downtown TOD/TIF acreage and value calculations are exempt from State TIF law limits.

The City captured 12% in year 1, 22% in years 2 through 4, ~~and~~ 25% in year 5, and 30% in year 6 (FY2021) of the increased assessed value of the real property located within the District. Amendment 2 provided for the City to capture up to 100% for the duration of the 30-year term of the District. Personal property tax value will not be captured within the District. The TIF Revenues so collected will fund and/or contribute to the funding of the approved projects, including each of the projects described on Table 1 hereinabove, including entering into Credit Enhancement Agreements (see Table 1 last item and Exhibit B), which collectively increase the City's ability to stand out in a competitive marketplace as a dynamic municipality in which to

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grow a business. All assessed real property value captured in the District will be added to the general tax rolls at the end of the District's term. Please note that at any time during the term of the District, the municipality can vote to reduce the captured value percentage and instead deposit the tax revenues into the General Fund so long as the municipality does not receive the tax shift benefit associated with the tax revenues so deposited.

Upon each payment of real property taxes for property located inside the District, the City will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The percentage of increased assessed value of real property within the District that will be captured shall be determined annually during the municipal budget process; however, the City may capture up to 100% in Years 5 through 30 of the increased assessed value of real property as captured assessed value. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner and in the order provided in 30-A M.R.S.A. Section 5227(3). The Development Program Fund will consist of a development sinking fund account (the "Sinking Fund Account") to the extent municipal bonded indebtedness is used to pay for projects costs, and a project cost account (the "Project Cost Account"). From the Development Program Fund, the City will deposit the TIF Revenues into the City's Sinking Fund Account and/or the Project Cost Account to be used to fund projects listed in Table 1 hereinabove. If future credit enhancement agreements are approved by the City Council, then a subaccount within the Project Cost Account shall be created for any payments required to be made by the City pursuant to such credit enhancement agreement, dedicated to each credit enhancement agreement.

Estimates of the increased assessed property values of the Amended District, the anticipated TIF Revenues generated by the District, and the estimated tax shifts are shown in Revised Exhibit D-1 and Revised Exhibit D-2.

B. Costs and Sources of Revenues

The current and future developers owning or leasing properties located within the Districted are intended to pay for and/or finance all private improvements located in the District through private sources. Table 1 hereinabove provides estimated costs of the municipal projects costs to be undertaken with TIF Revenues.

C. Indebtedness

The City reserves the option to fund the project costs through public indebtedness.

V. Statutory Requirements and Thresholds

The statutory requirements and thresholds for approval required by Section 5223(3) of the TIF Statute are set forth in revised Exhibit E.

VI. Municipal Approvals

2021~~10~~ PROPOSED DOWNTOWN/TRANSIT TIF AMENDMENT #54 - REMOVING 73 WINTER STREET AND 91 WINTER STREET FROM ASSESSOR LOT 45-C-7 TO BE FREE-STANDING AFFORDABLE HOUSING TIF DISTRICTS~~28-O-17 AND 28-O-3 AND TECHNICAL AMENDMENTS~~

A. Notice of Public Hearing

Attached as Exhibit G hereto is a copy of the Notice of Public Hearing regarding amending the Development Program for the District, published in the *Portland Press Herald*, a newspaper of general circulation in the City, on July 7, 2021~~23, 2020~~, a date at least ten (10) days prior to the public hearing. The public hearing on the amended District was held on July 19, 2021~~August 3, 2020~~, in accordance with the requirements of 30-A M.R.S.A. Section 5226(1).

B. Minutes of Public Hearing Held by City Council

Attached as Exhibit H hereto is a certified copy of the minutes of the public hearing held on July 19, 2021~~August 3, 2020~~, at which time this amended District was discussed by the public.

C. Authorizing Votes

Attached as Exhibit I hereto is an attested copy of the City of Portland Order approving this amended District with the results of the vote noted on this Order duly called and held on July 19, 2021~~August 3, 2020~~.

2021 PROPOSED DOWNTOWN/TRANSIT TIF AMENDMENT #5 - REMOVING 73 WINTER STREET AND 91 WINTER STREET FROM ASSESSOR LOT 45-C-7 TO BE FREE-STANDING AFFORDABLE HOUSING TIF DISTRICTS

I. Introduction – Portland Downtown Transit Oriented Municipal Development and Omnibus Tax Increment Financing District Amendment #5

On February 9, 2015, the City of Portland (the “City”) designated the Portland Downtown Transit Oriented Municipal Development and Omnibus Tax Increment Financing District (the “District”) and adopted this Development Program (the “Development Program”) for the District in an effort to fully realize the visions and goals of the City of Portland Downtown Revitalization Investment Plan (“Downtown Plan”); the Downtown Plan is attached as Exhibit A. The duration of this District will be 30 years beginning July 1, 2015 (Tax Year 4/1/2015; FY2015-16) ending June 30, 2045 (Tax Year 4/1/2044; FY2044-45).

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2021 PROPOSED DOWNTOWN/TRANSIT TIF AMENDMENT #5 - REMOVING 73 WINTER STREET AND 91 WINTER STREET FROM ASSESSOR LOT 45-C-7 TO BE FREE-STANDING AFFORDABLE HOUSING TIF DISTRICTS

\$968,136,850 to \$965,007,320, and the District's acreage is reduced from 421.010 to 417.7882.

- e. Proposed District Amendment #5: The purpose of District Amendment #5 is to remove 73 Winter Street and 91 Winter Street from the District in order for the properties to be their own free-standing Affordable Housing TIF Districts. These properties are currently included in the parcel designated by the City Assessor as 45-C-7 at 120 State Street – a tax exempt parcel (so no value attributed to the Original Assessed Value), with approximately 99,597 sq. ft. or 2.2864 acres. The square footage/acreage being removed for 73 Winter Street footprint will be 17,167/.3941 acres, and the square footage/acreage being removed for 91 Winter Street footprint will be 15,364/.3527 acres for a total of .7474 acres to be removed from the Downtown TOD TIF District, reducing the current acreage from 417.882 to 417.0408. Once the subdivision is completed, the City will confirm with MDECD the Assessor parcel designations.

II. Development Program Narrative

A. The Development Program as Amended with Amendment #5

The Amended Development Program for the Downtown Transit Oriented Municipal Development and Omnibus TIF District is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised TIF Statutes, as amended (the "TIF Statute"). The City's designation of the District, combined with the adoption of this Amended Development Program, creates a single municipal TIF district in order to capture the value of the real property improvements made within the District and enable the use of TIF revenues for various municipal and other development projects.

Under this Amended Development Program, the City captured 12% in year one, 22% in years 2 through 4, 25% in year 5, and 30% in year 6 (FY2021). This Amended Development Program now allows for the City to capture up to 100% of the new real property value located in the District for remainder of the term of the District, or through Tax Year April 1, 2044/City Fiscal Year 2044/2045. The City may retain those tax revenues generated by the captured assessed value (the "TIF Revenues") to fund infrastructure improvements and other administrative costs, all as further described in Table 1 hereinbelow. The City reserves the right to capture less than the full 100% in years 7 through 30, depending on the then-current needs of the City with respect to the approved project costs. Any reduction in the captured value percentage shall adjust the amount of assessed value eligible for sheltering with respect to the tax shift benefit correspondingly. Although all TIF Revenues will be retained by the City at this time, the City reserves the right in the future to negotiate and execute commercial credit enhancement agreements pursuant to City Council approved TIF Policy as may be amended from time to time. CEAs would be limited, however, to the balance of District term at that time. Such future credit enhancement agreements would require a public hearing and City Council approval. Should the City enter into a credit enhancement agreement, it will

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provide the Maine Department of Economic and Community Development a description of the terms and conditions of any agreements, contracts, or other obligations related to the development program per City TIF Policy (see Table 1 last item and Exhibit B).

In designating the District and adopting this Amended Development Program, the City can accomplish the following goals:

- Maintain existing tax revenues;
- Invest in the Downtown public infrastructure;
- Invest in the Creative Portland Corporation annually;
- Invest in new and enhanced transit services;
- Enjoy enhanced future tax revenues generated by new development within the District; and
- Create long-term, stable employment opportunities for area residents because of these TIF investments.

In addition, by creating the District, the City will “shelter” the increase in municipal valuation that development in the District will bring about. This tax shift benefit mitigates the adverse effect that the District’s increased assessed property value has upon the City’s share of state aid to education, municipal revenue sharing, and its county tax assessment. An estimate of the tax shift benefits is shown in Revised Exhibit D-2 attached hereto.

The City’s designation of the District and pursuit of this Amended Development Program constitute a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well-being of both the City and the region by providing jobs, contributing to property taxes, and diversifying the region’s economic base.

B. The Projects

Development within the District will provide a revenue source for the City’s economic development projects. The City intends to use TIF Revenues to further its overall plan to attract and retain businesses that want to take advantage of Portland’s business-friendly location, while offering their employees a rich, dynamic, and high quality of life. This includes funding of Creative Portland Corporation, of which the City of Portland is the Corporator, of up to \$100,000 annually, as well as City plans to invest in its public infrastructure in these investment focus areas:

- Sidewalk and Other Pedestrian Enhancements
- Streetscape
- Lighting
- Street Alignment
- Utilities
- Bicycle Improvements
- Public Transit
- Wayfinding
- Multi-modal surface and structured parking

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- Work force training
- Professional service costs
- Economic Development Department administrative costs and staff salaries, and prorated salaries of the City Manager, Finance Director, Planning and Urban Development Director, and Planning staff.

The District projects at this time are highlighted in Table 1 below:

TABLE 1

NOTE 1: All Citations refer to Title 30-A, Chapter 206, Section 5225

NOTE 2: While this Amended Development Program lists particular projects, the Amended Development Program shall not serve as an appropriation of TIF Revenues for any of these specific purposes, nor shall it commit the City to completing any particular project. The projects will only be undertaken following proper appropriation through the annual budget process and any other applicable required approvals.

Project	Downtown Revitalization Plan Reference by page no.	Statutory Citation	Estimated Cost
In District: Capital Infrastructure Design and Investments, including Financing Costs, for example: - Multi-modal surface and structured parking - Sidewalk and Other Pedestrian Enhancements - Roadway Realignments/Paving - Crosswalks - Traffic Signals - Intersection Redesigns - Bicycle lanes, racks, and stations Infrastructure - Stormwater Management, including water and sewer upgrades - Telecommunications, lighting, and electrical distribution upgrades; Infrastructure improvements/enhancements - Wayfinding (signage) - Public plaza intersection improvements	19, 47 19, 20, 34,35, 48 19,20,34,35 19, 46 34, 46 19,20,34,35 19, 34,47 19, 33 19, 36 19,23, 35,47 22, 46	(1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(a)(i) (1)(A)(1)(2)(3) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(a)(i) (1)(A)(1)(2)(3)(6)(7) (1)(A)(1)(2)(3)(7) (1)(A)(1) (1)(A)(1)(2)(3)(6)(7)	\$150 Million over the life of the District for these Capital Infrastructure Items.

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In and out of District: New and Enhanced Transit Services, including operational costs, for example (see Exhibit K – Transit Map): - Creation of high frequency bus service on Congress Street at 15-minute intervals between the Portland Transportation Center (PTC) and Washington Avenue; - Enhancing Stevens Avenue- Allen Avenue- Congress Street bus service areas; - Corresponding costs for these enhancements, including transit operator salaries; transit vehicle fuel, and transit vehicle parts replacements. - Transit capital costs including transit vehicles and related equipment; bus shelters and other related structures; benches; signs, and other transit-related infrastructure. - Shuttle service to downtown businesses.	17, 20, 21,	(1)(A) and (1)(C)(7)	\$15 Million for Transit in this category.
	20		
	20	(1)(A)(1)(a) and (1)(C)(7)	
		(1)(A)(1)(a) and (1)(C)(7)	
	20		
	17, 20	(1)(A)(1)(a) and (1)(C)(7)	
		(1)(A)(1)(a) and (1)(C)(7)	
In and out of District: City Marketing and Promotion through Creative Portland Corporation (CPC), for example (see Exhibit M Arts District Map within Downtown TOD TIF District): - In District: Center for the Arts, including rental residential space; - In District: capital, financing, real property assembly and professional service costs;	20, 21, 47	(1)(C)(1)(2)	Up to \$100K annually; \$3 Million over life of District
	20, 21, 47	(1)(C)(1)(2)	
	20, 21, 47	(1)(C)(1)(2)	

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- In and out of District: CPC staffing, administrative and marketing expenses; revolving loan or investment fund.			
In and out of District: - Economic Dev. Dept. administrative costs and staff salaries at 100%, and prorated salaries of City Manager, Finance Director, and Planning Urban Development Director, and Planning staff*; - Professional services costs; - Workforce training funds. Costs of services and equipment to provide skills development and training, including scholarships to in-state educational institutions or to online learning entities when in-state options are not available, for jobs created or retained.	21, Also TIF App. P. 3 See TIF App. P.3 See TIF App. P. 3	(1)(A)(5) and (1)(C)(1) (1)(A)(4);(1)(C)(1) (1)(C)(4)	\$15 Million over life of the District.
In District: Small Public Capital Infrastructure and Equipment, for example (Downtown Plan pp. 6 and 7) - Parking meters - Vehicles for Public Works Dept., and Fire Dept., including ambulances	19 21, 36 to 44	(1)(A)(1)(a) (1)(A)(1)(a)	\$10 Million over life of the District
In District: Relocation of Displaced Persons (TIF Application, p. 6)	(see TIF application, p. 6)	1(A)(6)	Not budgeted/not anticipated at time of TIF application
In District: CEAs as Approved by City Council (TIF application p. 2) with a maximum average percentage of 65% capture and up to a 20-year term pursuant to City TIF Policy (Exhibit B hereto).	(see TIF application p. 2)	(1)(A)(1)(2)(3)(6)(7)	Unknown at time of TIF application
Total Estimate of TIF Revenue Expenditure over 30 year term:			\$193,000,000

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*This item is not unique to this TIF District, it is also included in the Bayside TIF District and Waterfront TIF District.

C. Strategic Growth and Development

This Amended Development Program and the Downtown Plan meld various studies and plans for the District into one document, thereby promoting those studies and plans and making investments at the appropriate time. The studies and plans noted in the Downtown Plan represent a series of community initiatives, both completed and underway, or in planning process. The Amended Development Program and Project List ([Table 1](#)) noted hereinabove represents the best thinking of City staff about current opportunities for realizing the City's longstanding, evolving vision for its Downtown.

D. Improvements to the Public Infrastructure

As further set forth in [Table 1](#) hereinabove, the City may use certain TIF Revenues for sidewalk and other pedestrian improvements including crosswalks, roadway realignments/paving, intersection redesigns, traffic signals, bicycle infrastructure, stormwater management improvements (including water and sewer maintenance), communications infrastructure improvements/enhancements, wayfinding, multi-modal surface and structured parking, and public plaza intersection improvements that are directly related and made necessary by development in the District.

E. Operational Components

1. Public Facilities

The City may use a portion of the TIF Revenues to fund certain projects approved within the District, outlined in [Table 1](#) hereinabove.

2. Commercial Improvements Financed through the Development Program

At this time, no commercial improvements will be financed through the Development Program. The City may, in the future, reimburse a percentage of the TIF Revenues from any particular lot within the District to future developers through a credit enhancement agreement. Future credit enhancement agreements are authorized only if the City Council meets and holds a public hearing and votes to authorize, negotiate, and execute the credit enhancement agreement pursuant to City Council approved TIF Policy. Such credit enhancement agreements would be approved under the City's TIF Policy, as may be amended from time to time, but limited to the balance of the term of this District. Should the City enter into a credit enhancement agreement, it will provide the Maine Department of Economic and Community Development a description of the terms and conditions of any agreements, contracts, or other obligations related to the development program (see Table 1 last item and Exhibit B).

3. Relocation of Displaced Persons

It is not anticipated that any persons will be relocated; however, the City has provided that if, in the future, relocation of persons is necessary to accommodate future redevelopment

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within the District, the one-time relocation costs of such displaced persons can be paid for with TIF Revenues, exclusive of rent.

4. Transportation Improvements

The City may fund road/transportation improvements made necessary by the increased traffic to the District. Please see Table 1 hereinabove for more details.

5. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state, and local environmental laws, regulations, and ordinances and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or his designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Amended Physical Description

The 417.0408-acre District is bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and Waterfront Capital Improvement TIF Districts to the north and south. The District encompasses the central business district of Portland and the abutting east and west ends of the District. In creating the District, the outlying residential areas of the Eastern and Western Promenades have been purposely excluded. The District is shown on revised Exhibit C. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. Section 5223(3) are set forth in revised Exhibit E.

IV. Financial Plan

A. Amended Financial Characteristics

With Amendment #5, the collective amended original assessed value of the real property in the District remains at \$965,007,320 as set forth in Exhibit F, Revised Assessor's Certificate. The backup for the Certificate includes revisions from Amendment #3 and #4. It is noted that Downtown TOD/TIF acreage and value calculations are exempt from State TIF law limits.

The City captured 12% in year 1, 22% in years 2 through 4, 25% in year 5, and 30% in year 6 (FY2021) of the increased assessed value of the real property located within the District. Amendment 2 provided for the City to capture up to 100% for the duration of the 30-year term of the District. Personal property tax value will not be captured within the District. The TIF Revenues so collected will fund and/or contribute to the funding of the approved projects, including each of the projects described on Table 1 hereinabove, including entering into Credit Enhancement Agreements (see Table 1 last item and Exhibit B), which collectively increase the City's ability to stand out in a competitive marketplace as a dynamic municipality in which to grow a business. All assessed real property value captured in the District will be added to the general tax rolls at the end of the District's term. Please note that at any time during the term of the District, the municipality can vote to reduce the captured value percentage and instead

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deposit the tax revenues into the General Fund so long as the municipality does not receive the tax shift benefit associated with the tax revenues so deposited.

Upon each payment of real property taxes for property located inside the District, the City will deposit into a development program fund (the “Development Program Fund”) the entirety of the property tax payments constituting TIF Revenues. The percentage of increased assessed value of real property within the District that will be captured shall be determined annually during the municipal budget process; however, the City may capture up to 100% in Years 5 through 30 of the increased assessed value of real property as captured assessed value. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner and in the order provided in 30-A M.R.S.A. Section 5227(3). The Development Program Fund will consist of a development sinking fund account (the “Sinking Fund Account”) to the extent municipal bonded indebtedness is used to pay for projects costs, and a project cost account (the “Project Cost Account”). From the Development Program Fund, the City will deposit the TIF Revenues into the City’s Sinking Fund Account and/or the Project Cost Account to be used to fund projects listed in Table 1 hereinabove. If future credit enhancement agreements are approved by the City Council, then a subaccount within the Project Cost Account shall be created for any payments required to be made by the City pursuant to such credit enhancement agreement, dedicated to each credit enhancement agreement.

Estimates of the increased assessed property values of the Amended District, the anticipated TIF Revenues generated by the District, and the estimated tax shifts are shown in Revised Exhibit D-1 and Revised Exhibit D-2.

B. Costs and Sources of Revenues

The current and future developers owning or leasing properties located within the Districted are intended to pay for and/or finance all private improvements located in the District through private sources. Table 1 hereinabove provides estimated costs of the municipal projects costs to be undertaken with TIF Revenues.

C. Indebtedness

The City reserves the option to fund the project costs through public indebtedness.

V. Statutory Requirements and Thresholds

The statutory requirements and thresholds for approval required by Section 5223(3) of the TIF Statute are set forth in revised Exhibit E.

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VI. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit G hereto is a copy of the Notice of Public Hearing regarding amending the Development Program for the District, published in the *Portland Press Herald*, a newspaper of general circulation in the City, on July 7, 2021, a date at least ten (10) days prior to the public hearing. The public hearing on the amended District was held on July 19, 2021, in accordance with the requirements of 30-A M.R.S.A. Section 5226(1).

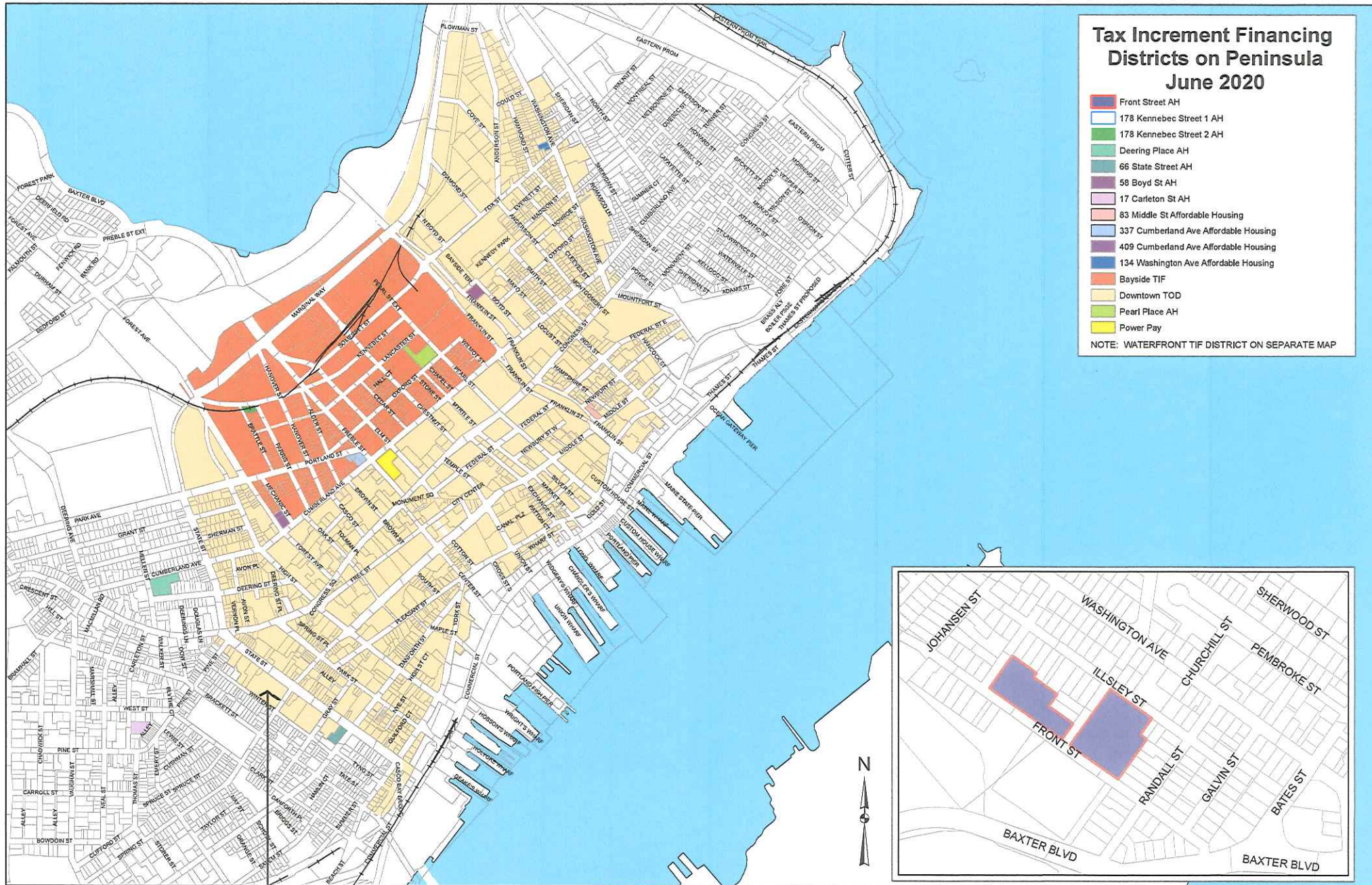
B. Minutes of Public Hearing Held by City Council

Attached as Exhibit H hereto is a certified copy of the minutes of the public hearing held on July 19, 2021, at which time this amended District was discussed by the public.

C. Authorizing Votes

Attached as Exhibit I hereto is an attested copy of the City of Portland Order approving this amended District with the results of the vote noted on this Order duly called and held on July 19, 2021.

EXHIBIT C



120 State Street Parcel, 43-C-7,
outlined in Blue.
//=Approx Area of 91 Winter St.
XX=Approx Area of 73 Winter St.



REVISED EXHIBIT D-1

City of Portland - Downtown TOD TIF Model

Actual IAV FY2016 through FY2021

Estimates FY2022 through FY2045

6/15/2021

Annual mil rate increase FY2022 through FY2045:

2%

Annual valuation increase FY2022 through FY2045:

1%

Original Assessed Value ao 4/1/2013:

\$968,136,850

Adjusted Original Assessed Value ao 4/1/2019:

\$965,007,320

City of Portland - Downtown TOD TIF Projection Table

TIF Year	Tax Year- April 1	City Fiscal Year	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues	OAV General Fund Revenue
1	2015	FY2015/2016	\$72,245,340	12.00%	\$8,669,441	20.63	\$178,851	\$0	\$178,851	\$1,311,571	\$19,972,663
2	2016	FY2016/2017	\$84,092,870	22.00%	\$18,500,431	21.11	\$390,544	\$0	\$390,544	\$1,384,656	\$20,437,369
3	2017	FY2017/2018	\$126,688,910	22.00%	\$27,871,560	21.65	\$603,419	\$0	\$603,419	\$2,139,396	\$20,960,163
4	2018	FY2018/2019	\$169,840,880	22.00%	\$37,364,994	22.48	\$839,965	\$0	\$839,965	\$2,978,058	\$21,763,716
5	2019	FY2019/2020	\$182,428,630	25.00%	\$45,607,158	23.31	\$1,063,103	\$0	\$1,063,103	\$3,189,309	\$22,567,270
6	2020	FY2020/2021	\$218,676,820	30.00%	\$65,603,046	23.31	\$1,529,207	\$0	\$1,529,207	\$3,568,150	\$22,494,321
7	2021	FY2021/2022	\$202,394,165	100.00%	\$202,394,165	24.25	\$4,908,407	\$0	\$4,908,407	\$0	\$23,403,091
8	2022	FY2022/2023	\$214,099,473	100.00%	\$214,099,473	24.74	\$5,296,127	\$0	\$5,296,127	\$0	\$23,871,153
9	2023	FY2023/2024	\$225,921,833	100.00%	\$225,921,833	25.23	\$5,700,345	\$0	\$5,700,345	\$0	\$24,348,576
10	2024	FY2024/2025	\$237,862,418	100.00%	\$237,862,418	25.74	\$6,121,657	\$0	\$6,121,657	\$0	\$24,835,548
11	2025	FY2025/2026	\$249,922,408	100.00%	\$249,922,408	26.25	\$6,560,675	\$0	\$6,560,675	\$0	\$25,332,259
12	2026	FY2026/2027	\$262,102,997	100.00%	\$262,102,997	26.78	\$7,018,034	\$0	\$7,018,034	\$0	\$25,838,904
13	2027	FY2027/2028	\$274,405,393	100.00%	\$274,405,393	27.31	\$7,494,390	\$0	\$7,494,390	\$0	\$26,355,682
14	2028	FY2028/2029	\$286,830,813	100.00%	\$286,830,813	27.86	\$7,990,420	\$0	\$7,990,420	\$0	\$26,882,795
15	2029	FY2029/2030	\$299,380,487	100.00%	\$299,380,487	28.41	\$8,506,825	\$0	\$8,506,825	\$0	\$27,420,451
16	2030	FY2030/2031	\$312,055,657	100.00%	\$312,055,657	28.98	\$9,044,326	\$0	\$9,044,326	\$0	\$27,968,860
17	2031	FY2031/2032	\$324,857,580	100.00%	\$324,857,580	29.56	\$9,603,672	\$0	\$9,603,672	\$0	\$28,528,238
18	2032	FY2032/2033	\$337,787,521	100.00%	\$337,787,521	30.15	\$10,185,635	\$0	\$10,185,635	\$0	\$29,098,802
19	2033	FY2033/2034	\$350,846,762	100.00%	\$350,846,762	30.76	\$10,791,011	\$0	\$10,791,011	\$0	\$29,680,778
20	2034	FY2034/2035	\$364,036,596	100.00%	\$364,036,596	31.37	\$11,420,626	\$0	\$11,420,626	\$0	\$30,274,394
21	2035	FY2035/2036	\$377,358,328	100.00%	\$377,358,328	32.00	\$12,075,329	\$0	\$12,075,329	\$0	\$30,879,882
22	2036	FY2036/2037	\$390,813,277	100.00%	\$390,813,277	32.64	\$12,756,000	\$0	\$12,756,000	\$0	\$31,497,479
23	2037	FY2037/2038	\$404,402,775	100.00%	\$404,402,775	33.29	\$13,463,547	\$0	\$13,463,547	\$0	\$32,127,429
24	2038	FY2038/2039	\$418,128,169	100.00%	\$418,128,169	33.96	\$14,198,909	\$0	\$14,198,909	\$0	\$32,769,978
25	2039	FY2039/2040	\$431,990,816	100.00%	\$431,990,816	34.64	\$14,963,053	\$0	\$14,963,053	\$0	\$33,425,377
26	2040	FY2040/2041	\$445,992,090	100.00%	\$445,992,090	35.33	\$15,756,982	\$0	\$15,756,982	\$0	\$34,093,885
27	2041	FY2041/2042	\$460,133,377	100.00%	\$460,133,377	36.04	\$16,581,728	\$0	\$16,581,728	\$0	\$34,775,762
28	2042	FY2042/2043	\$474,416,077	100.00%	\$474,416,077	36.76	\$17,438,359	\$0	\$17,438,359	\$0	\$35,471,278
29	2043	FY2043/2044	\$488,841,603	100.00%	\$488,841,603	37.49	\$18,327,978	\$0	\$18,327,978	\$0	\$36,180,703
30	2044	FY2044/2045	\$503,411,385	100.00%	\$503,411,385	38.24	\$19,251,723	\$0	\$19,251,723	\$0	\$36,904,317
30 Year TIF Total			\$9,191,965,451		\$8,541,608,631		\$270,060,847	\$0	\$270,060,847	\$14,571,139	\$840,161,123
30 Year Average			\$306,398,848		\$284,720,288		\$9,002,028		\$9,002,028	\$485,705	\$28,005,371

Actual Above Line
Estimates Below Line

City of Portland Downtown TOD TIF Model
6/15/2021
Assumptions:
All tax shifts have been calculated according to Maine DECD best practice guidelines.
The tax shifts resulting from the sheltering of valuation from the state school funding formula are based on the state EPS funding model in which a statewide mill rate of 8.18 mills in FY 2020-21 and the same thereafter is applied to a district's state valuation to determine the amount of local property taxes to be raised for education. By sheltering valuation through a TIF, the district avoids having to raise an amount equal to the valuation sheltered X mills.
State Municipal Revenue Sharing amounts are calculated from spreadsheet provided by Maine Revenue Services, FY 2021 Projected Municipal Revenue Sharing - updated 3-4-2020.
County tax calculations are based on data from the Cumberland County Finance Department for the FY 2018 County Tax Year. For purposes of this analysis, the total county tax assessment is assumed to remain constant throughout the life of the TIF when in actuality increases in the total county tax assessment are likely.

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- Downtown TOD TIF Model

30 years: Year 1 - 12% to Municipal Project Account, 88% to City General Fund; Years 2 through 4: 22% to Municipal Project Account, 78% to City General Fund; Year 5 - 25% to Municipal Project Account, 75% to General Fund; Year 6 30% to Municipal Project Account, 70% to General Fund; Years 7 through 30: 100% to Municipal Project Account

TIF Year	Tax Year-April 1	City Fiscal Year	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
					Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2015	FY2015/2016	\$72,245,340	\$8,669,441	\$0	\$8,202	\$4,786	\$12,988
2	2016	FY2016/2017	\$84,092,870	\$18,500,431	\$0	\$17,503	\$10,211	\$27,714
3	2017	FY2017/2018	\$126,688,910	\$27,871,560	\$0	\$26,369	\$15,380	\$41,749
4	2018	FY2018/2019	\$169,840,880	\$37,364,994	\$103,127	\$35,351	\$20,615	\$159,093
5	2019	FY2019/2020	\$182,428,630	\$46,389,473	\$256,070	\$43,889	\$25,588	\$325,547
6	2020	FY2020/2021	\$190,804,752	\$58,180,204	\$481,732	\$55,044	\$32,083	\$568,859
7	2021	FY2021/2022	\$202,394,165	\$205,523,425	\$1,701,734	\$194,444	\$112,958	\$2,009,135
8	2022	FY2022/2023	\$214,099,473	\$217,228,733	\$1,798,654	\$205,518	\$119,360	\$2,123,531
9	2023	FY2023/2024	\$225,921,833	\$229,051,093	\$1,896,543	\$216,703	\$125,822	\$2,239,068
10	2024	FY2024/2025	\$237,862,418	\$240,991,678	\$1,995,411	\$228,000	\$132,346	\$2,355,756
11	2025	FY2025/2026	\$249,922,408	\$253,051,668	\$2,095,268	\$239,410	\$138,931	\$2,473,608
12	2026	FY2026/2027	\$262,102,997	\$265,232,257	\$2,196,123	\$250,933	\$145,578	\$2,592,635
13	2027	FY2027/2028	\$274,405,393	\$277,534,653	\$2,297,987	\$262,573	\$152,288	\$2,712,848
14	2028	FY2028/2029	\$286,830,813	\$289,960,073	\$2,400,869	\$274,328	\$159,062	\$2,834,259
15	2029	FY2029/2030	\$299,380,487	\$302,509,747	\$2,504,781	\$286,201	\$165,899	\$2,956,881
16	2030	FY2030/2031	\$312,055,657	\$315,184,917	\$2,609,731	\$298,193	\$172,801	\$3,080,725
17	2031	FY2031/2032	\$324,857,580	\$327,986,840	\$2,715,731	\$310,305	\$179,768	\$3,205,804
18	2032	FY2032/2033	\$337,787,521	\$340,916,781	\$2,822,791	\$322,538	\$186,800	\$3,332,129
19	2033	FY2033/2034	\$350,846,762	\$353,976,022	\$2,930,921	\$322,538	\$193,899	\$3,447,358
20	2034	FY2034/2035	\$364,036,596	\$367,165,856	\$3,040,133	\$347,372	\$201,064	\$3,588,569
21	2035	FY2035/2036	\$377,358,328	\$380,487,588	\$3,150,437	\$359,975	\$208,297	\$3,718,709
22	2036	FY2036/2037	\$390,813,277	\$393,942,537	\$3,261,844	\$372,705	\$215,597	\$3,850,146
23	2037	FY2037/2038	\$404,402,775	\$407,532,035	\$3,374,365	\$385,562	\$222,966	\$3,982,893
24	2038	FY2038/2039	\$418,128,169	\$421,257,429	\$3,488,012	\$398,547	\$230,404	\$4,116,963
25	2039	FY2039/2040	\$431,990,816	\$435,120,076	\$3,602,794	\$411,663	\$237,912	\$4,252,369
26	2040	FY2040/2041	\$445,992,090	\$449,121,350	\$3,718,725	\$424,909	\$245,491	\$4,389,124
27	2041	FY2041/2042	\$460,133,377	\$463,262,637	\$3,835,815	\$438,288	\$253,140	\$4,527,242
28	2042	FY2042/2043	\$474,416,077	\$477,545,337	\$3,954,075	\$451,801	\$260,861	\$4,666,737
29	2043	FY2043/2044	\$488,841,603	\$491,970,863	\$4,073,519	\$465,448	\$268,654	\$4,807,621
30	2044	FY2044/2045	\$503,411,385	\$506,540,645	\$4,194,157	\$479,233	\$276,519	\$4,949,909
30 Year TIF Total			\$9,164,093,383	\$8,610,070,343	\$70,501,350	\$8,133,541	\$4,715,079	\$83,349,970
30 Year Average			\$305,469,779	\$287,002,345	\$2,350,045	\$271,118	\$157,169	\$2,778,332

REVISED EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
Portland Downtown TOD TIF Amendment #5, July 19, 2021

SECTION A. Acreage Caps		
1. Total municipal acreage;	12,386	
2. Acreage of proposed Municipal TIF District;	417.0408	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	417.0408	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted <u>toward</u> 2% limit;	0	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ See attached listing.	Existing	278.827
	Proposed	417.0408
	Total:	695.8674
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	417.0408	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: Thompson's Point TOD TIF/30 Acres	30	
10. 1Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: None	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: None	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	248.827	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	2.008%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	417.882	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTDS districts approved through December 31, 2008.

REVISED EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
Portland Downtown TOD TIF Amendment #5, July 19, 2021

SECTION B. Valuation Cap		
1. Total TAXABLE municipal valuation—use most recent April 1;	\$11,149,300,000	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31 – For purposes of this Technical Amendment, the OAV is as of March 31, 2020:	\$965,007,320	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: See Attached Listing	Existing	\$162,824,320
	Proposed	\$965,007,320
	Total:	\$1,127,831,640
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	\$965,007,320	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: Thompson's Point TOD TIF	\$4,970,470	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: None	\$0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: None	\$0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: None	0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$157,853,850	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	1.415%	

COMPLETED BY	
NAME :	Lori Paulette
DATE :	6/15/2021

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

**Listing of Existing TIF Districts for MDEC for Amendment to Downtown TOD TIF regarding
73 Winter Street and 91 Winter Street to be their own free-standing Affordable Housing TIF
Districts**

6/15/2021

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD and Omnibus TIF District	FY2015-16/FY2044-45	\$965,007,320	417.0408
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2018-19/FY2047-48	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2018-19/FY2047-48	\$0	0.730
66 State Street AHTIF	FY2019-2020/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2019-2020/FY2049-50	\$0	3.940
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3527
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
Sub-Total:		\$1,127,831,640	695.8674
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD and Omnibus TIF District	FY2015-16/FY2044-45	-\$965,007,320	-417.0408
Totals for Caps:		\$157,853,850	248.827
FY2021 Aggregate Total Value:		\$11,149,300,000	
Total Acreage for Ptd:			12,386.000
5% Allowed to be TIF'd:		\$557,465,000	619.300
Current Amounts TIF'd:		\$157,853,850	248.827
Amount Remaining that can be TIF'd:		\$399,611,150	370.473

AWAITING MSHA APPROVAL
AWAITING MSHA APPROVAL

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: June 4, 2021

SUBJECT: Order 298-20/21 Adopting Development Program for Portland Downtown for Fiscal Year 2021-2022 - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair - meeting held on May 4, 2021, and the vote was 4-0 to forward this to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No The July 19, 2021, public hearing will be advertised in the *Portland Press Herald* on July 8, 2021.

PRESENTATION: Mary Davis/3 Minutes.

I. SUMMARY

Annually, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown (PD) (formerly known as Portland's Downtown District).

II. AGENDA DESCRIPTION

The Portland Downtown District (PDD) was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization is needed to establish the PDD special assessments and approve related documents.

For FY2022, City Council authorization is needed for the continued operation of PDD. Relevant actions/documents include: (1) adopting the Development Program for the PDD; (2) assessing Maintenance and Implementation Assessments in the PDD; and, (3) authorizing the Agreement for work to be done by Portland Downtown and work to be done by the City.

The budget for PDD is funded largely from special assessments on all real estate in the current district to fund the PDD development program expenses for FY2022. The proposed mill rate to raise this assessment will be determined once the revaluation assessment values are in, some time during the first quarter of FY2022. It is noted that the PD Assessment mill rate for FY2021 was \$1.05 per \$1,000 of assessed valuation to raise the funds for PD's FY2021 budget of \$1,036,500; the budget will remain the same for FY2022.

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

III. BACKGROUND

The Housing and Economic Development Committee (HEDC) reviewed this item at its May 4, 2021, meeting, and the Committee unanimously (4-0) voted to forward this to the City Council for approval, acknowledging that the final mil rate for the PD Assessment would be forthcoming with completion of the revaluation.

It is noted that the FY2022 budget for PD is \$1,036,500, which remains level from FY2021.

Once the FY2022 mil rate is determined to meet PD's \$1,036,500 FY2022 budget, it will be applied to properties in the PD District. Attached is the listing of properties in the PD District, with the net assessments and fee to be added when the revaluation is completed, which total fee for all properties will be matched to meet PD's FY2022 budget of \$1,036,500 (same budget as FY2021).

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to accept the FY2022 Development Plan, authorize the annual special assessment levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events – with the notation of adjustments upon revaluation completion, and to formalize the Agreement between the PD and the City for services.

V. FINANCIAL IMPACT

This year's assessment will be funded from special assessments on all real estate in the current district for an estimated FY2022 PD budget total of \$1,036,500, which remains level from the FY2021 PD budget of \$1,036,500. This would be for the period July 1, 2021 to June 30, 2022. *The proposed mil rate to raise this assessment will be determined in the first quarter of FY2022 when the City revaluation is completed. The FY2021 mil rate was \$1.05 cents per \$1,000 of property value in the District; in FY2020, the mil rate was \$1.09; in FY2019, the mil rate was \$1.03 cents per \$1,000 of property value in the expanded district. It is noted that for the prior nine (9) years before FY2019, the PD mil rate had been the same rate of \$.92 cents per \$1,000 of property value in the geographic area before the approved FY2019 geographic expansion of the district.*

VI. STAFF ANALYSIS AND BACKGROUND

City staff have reviewed the documents and recommends that the City Council approve these items.

VII. RECOMMENDATION

The Portland Downtown Board of Directors voted to recommend approval of the FY2022 Budget, Development Plan, and Agreement at its April 15, 2021, meeting.

The HEDC met on May 4, 2021, and voted unanimously (4-0) for forward this to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Adopting Development Program for Portland Downtown 2021-2022 6.21.2020
2. PD Dev Plan and Budget for FY2022 for CC
3. PDD Parcel List as of 4-26-21 from Assessor for CC
4. PDD Agrmt - Final 4-28-2021 for CC

Prepared by:

Greg Mitchell, Director

Date: 6/4/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ADOPTING DEVELOPMENT PROGRAM FOR
PORTLAND DOWNTOWN
FOR FISCAL YEAR 20121-2022**

ORDERED, pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Downtown Improvement District, Inc. doing business as Portland Downtown for fiscal year 2021-2022.

FY22 Budget and Development Plan



Portland Downtown stimulates a thriving, vibrant & sustainable downtown community

FY21 Highlights

- Monument Square Tree Cam
- Mission 3/65
- Awarded CDBG grant in partnership with City of Portland for bike repair stations
- Completion & early implementation of 5-Year Strategic Plan
- Continued Pandora's Lights
- Partnered with Portland Buy Local on Community Gift Swap
- Hosted Back to Biz webinar with SCORE
- Community Forums on HHS move to 39 Forest Ave
- Open Streets Forum
- Weekly Merchant Forums early pandemic
- Continued successful cadet program
- Graffiti fighting partnership with LearningWorks
- Partnered with Milestone HOME Team & Amistad
- Fiscal support of portable restrooms on Cotton Street & other areas

Fiscal Year 2022 Stay the Course

- FY22 overall budget echoes FY21
- Supplemental Services at \$414,126
- Grant applications already submitted for mural & placemaking efforts
- CDBG funding recommended Portland Downtown & Amistad Peer Outreach Worker (POW) program
- Increase in cadet funding
- Continuing our new mural program

MECA
MAINE COLLEGE OF ART



Notes on FY22 Budget

- Like most organizations, activities are pandemic dependent
 - PD strives to model good organizational behavior & has no plans to host in-person activities until the CDC deems such activities safe
- While we expect events such as Merry Madness to take place this winter, we are estimating likely safe crowd allowances & income accordingly
- Visitor Information Booth is planned but like most things, will be assessed regularly

FY22 Development Plan

- Strengthen outreach & relationship building
- Grow advocacy efforts
- Expand mural program
- Implement new strategic plan & continue to tweak committee structure
- Further engage downtown residential community
 - New board seat for downtown renters
- Mural Trail brochure
- Purchase of new street sweeper to aid in downtown cleanliness
- Expanding board to include residential renter representative

2020-2025 Strategic Plan Guiding Principles

- Portland Downtown is a community builder
- Portland Downtown is a key advocate for the downtown community
- Portland Downtown is a strong partner & collaborator
- Portland Downtown strives to be increasingly environmentally sustainable
- Portland Downtown believes in organizational sustainability

PORTLAND DOWNTOWN BUDGET FY22

Estimated valuation \$961,998,370

FY 22 Budget		
INCOME		
ASSESSMENT INCOME	\$	1,036,500.00
EVENT INCOME		
LIGHT UP YOUR HOLIDAYS		
TREE LIGHTING SPONSORSHIPS	\$	7,500.00
WINDOW DISPLAY CONTEST SPONSOR	\$	1,000.00
HORSE + WAGON RIDE SPONSORSHIPS	\$	
SHOP FOR A CAUSE SPONSORSHIP	\$	2,000.00
MERRY MADNESS TICKET SALES	\$	11,000.00
MERRY MADNESS SPONSORSHIP	\$	7,500.00
Total Light Up Your Holidays		
POLICE AWARDS BREAKFAST	\$	5,000.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP SPONSORSHIP	\$	1,000.00
OPF SPONSORSHIPS		
OPF INCOME		
Total Summer Kick Off Weekend		
Total EVENT INCOME	\$	39,000.00
DIRECTORY PARTNERSHIP/CONTRIBUTION		0
GRANT INCOME	\$	1,000.00
CONTRIBUTIONS INCOME	\$	500.00
PARK & WORK INCOME	\$	250.00
Total Income	\$	1,116,250.00
Expense		
CLEAN INITIATIVES		
SUPPLEMENTAL SERVICES CONTRACT	\$	414,126.00
FIXED FEE FOR DID ADMIN	\$	9,650.00
ESTIMATED NONCOLLECTION	\$	10,365.00
REPAIRS & IMPROVEMENTS	\$	7,500.00

Total Clean Initiatives	\$	441,641.00
EMPLOYEE COSTS		
PAYROLL	\$	255,000.00
HEALTH & DENTAL		535,000.00
LIFE & DISABILITY INSURANCE	\$	3,750.00
PAYROLL PROCESSING FEE	\$	1,400.00
PAYROLL TAX EXPENSE	\$	18,000.00
EMPLOYEE PARKING & BUS	\$	5,000.00
UBIT (Federal Transportation Tax)		
SIMPLE IRA MATCH	\$	4,000.00
Total Employee Costs	\$	322,150.00
PROGRAMS & PARTNERSHIPS		
WINTER LIGHTS/PANDORA LACASSE	\$	62,000.00
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000.00
POLICE CADET PROGRAM EXPENSE	\$	45,000.00
LEARNING WORKS	\$	20,000.00
MILESTONE HOMETEAM	\$	10,000.00
PEER OUTREACH WORKER PROGRAM	\$	6,000.00
Total Programs & Partnerships	\$	153,000.00
RENT & UTILITIES		
RENT	\$	21,000.00
CAM CHARGES	\$	11,000.00
TAXES- PERSONAL PROPERTY	\$	600.00
ELECTRIC	\$	1,700.00
GAS		
TELEPHONE & INTERNET	\$	3,800.00
Total Rent & Utilities	\$	38,100.00
OPERATIONS		
BANK SERVICE CHARGES	\$	100.00
CLEANING	\$	4,800.00
COPIER	\$	3,200.00
IT SUPPORT	\$	1,250.00
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,500.00
EQUIPMENT EXPENSE	\$	2,000.00

POSTAGE	\$	3,500.00
SUPPLIES	\$	4,000.00
WEBSITE HOSTING + DEVELOPMENT	\$	1,500.00
SUBCONTRACTORS	\$	4,000.00
CONTINGENCY FUND	\$	5,000.00
RESERVE FUND	\$	20,000.00
Total Operations	\$	53,850.00
MARKETING		
GENERAL MARKETING	\$	15,000.00
DIRECTORY DISTRIBUTION		
SPONSORSHIPS/PARTNERSHIPS	\$	3,000.00
30 YEAR ANNIVERSARY BRAND UPGRADE	\$	5,000.00
Total Marketing	\$	23,000.00
INSURANCE		
DIRECTORS & OFFICERS	\$	650.00
GENERAL/EVENTS/LIQUOR	\$	6,000.00
WORKERS COMPENSATION	\$	1,200.00
Total Insurance	\$	7,850.00
PROFESSIONAL FEES		
ACCOUNTING	\$	3,500.00
ANNUAL ELECTIONS	\$	2,000.00
LEGAL	\$	2,500.00
Total Professional Fees	\$	8,000.00
ORGANIZATIONAL ACTIVITIES		
STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,500.00
MEETINGS	\$	5,000.00
PROFESSIONAL DEVELOPMENT	\$	7,500.00
Total Organizational Activities	\$	15,000.00
EVENTS		
LIGHT UP YOUR HOLIDAYS		
LUYH GENERAL MARKETING	\$	5,000.00
TREE LIGHTING: MARKETING	\$	4,500.00
TREE LIGHTING: PERFORMERS	\$	2,500.00
TREE LIGHTING: SECURITY	\$	500.00

TREE LIGHTING: STAGE & SOUND	\$	3,500.00
TREE LIGHTING EVENT MANAGEMENT	\$	500.00
RETAIL EVENTS	\$	5,000.00
WAGON RIDES		
MERRY MADNESS: MARKETING	\$	2,000.00
MERRY MADNESS: EVENT	\$	12,000.00
MERRY MADNESS EVENTBRITE FEES	\$	3,250.00
MERRY MADNESS: EVENT MANAGEMENT	\$	1,500.00
TOY FUND DONATION		
Total Light Up Your Holidays	\$	40,250.00
POLICE AWARDS BREAKFAST	\$	4,500.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00
MURAL		\$5,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP ENTERTAINMENT	\$	3,000.00
SQUARE HOP MARKETING	\$	1,000.00
OPF MARKETING		
OPF PERMITS		
OPF SECURITY		
OPF ELECTRICIAN		
OPF EVENTBRITE FEES		
OPF EVENTS MANAGER		
OPF MISC (golf carts, etc)		
Total Summer Kick Off Weekend	\$	4,000.00
TOTAL EVENTS	\$	52,750.00
PARK AND WORK		
TOTAL EXPENSE	\$	1,115,341.00
NET INCOME (LOSS)	\$	909.00

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
021 A001001	119	PEARL ST	25:PARKING LOTS	PEARL CUMBERLAND LLC		
021 A012001	214	CUMBERLAND AVE	56:GOVERNMENTAL	CITY OF PORTLAND		
027 A001001	320	CUMBERLAND AVE	22:OFFICE BUSINESS	EAST END CORP		
027 A012001	5	MONUMENT SQ	56:GOVERNMENTAL	CITY OF PORTLAND		
027 A015001	465	CONGRESS ST	22:OFFICE BUSINESS	CTR CONGRESS LLC		
027 B001001	284	CUMBERLAND AVE	56:GOVERNMENTAL	CITY OF PORTLAND		
027 B002001	443	CONGRESS ST	22:OFFICE BUSINESS	JJR 443 CONGRESS LLC		
027 B003001	9	ELM ST	56:GOVERNMENTAL	CITY OF PORTLAND		
027 B004001	439	CONGRESS ST	27:MULTI-USE COMMERCIAL	METROPOLITAN APARTMENTS LLC		
027 B005001	425	CONGRESS ST	53:RELIGIOUS	FIRST PARISH IN PORTLAND		
027 B007001	415	CONGRESS ST	22:OFFICE BUSINESS	ASHBY TEAM LLC		
027 B008001	21	ELM ST	56:GOVERNMENTAL	CITY OF PORTLAND		
027 B009001	8	CHESTNUT ST	57:OTHERS EXEMPT BY LAW	MASONIC TRUSTEES OF PORTLAND		
027 C002001	17	CHESTNUT ST	27:MULTI-USE COMMERCIAL	TRIPOD HOLDINGS LLC		
027 C010001	21	CHESTNUT ST	20:COMMERCIAL CONDOS	HAIR ETC LLC		
027 C010002	21	CHESTNUT ST	20:COMMERCIAL CONDOS	CHESTNUT STREET LOFTS LLC		
027 C01002E	21	CHESTNUT ST	10:CONDOMINIUMS	JORDAN CARA A		
027 C01002N	21	CHESTNUT ST	10:CONDOMINIUMS	SMITH DOUGLAS A &		
027 C01002S	21	CHESTNUT ST	10:CONDOMINIUMS	MORREL VICTOR &		
027 C01002W	21	CHESTNUT ST	10:CONDOMINIUMS	ANDERSON EVAN		
027 C01003E	21	CHESTNUT ST	10:CONDOMINIUMS	CASTANEA PRIME LLC		
027 C01003N	21	CHESTNUT ST	10:CONDOMINIUMS	TILTON GARRETT K &		
027 C01003S	21	CHESTNUT ST	10:CONDOMINIUMS	VELJI REALTY LLC		
027 C01003W	21	CHESTNUT ST	10:CONDOMINIUMS	VANHOEWYK JOHN VN VET &		
027 C01004E	21	CHESTNUT ST	10:CONDOMINIUMS	BAILEY DONALD B &		
027 C01004N	21	CHESTNUT ST	10:CONDOMINIUMS	SEARS STEPHEN D &		
027 C01004S	21	CHESTNUT ST	10:CONDOMINIUMS	KAUFMANN CHARLES L		
027 C01004W	21	CHESTNUT ST	10:CONDOMINIUMS	NYGAARD DANTON D &		
027 C01005E	21	CHESTNUT ST	10:CONDOMINIUMS	FRISONE GIOVANNI &		
027 C01005N	21	CHESTNUT ST	10:CONDOMINIUMS	YINDRA SARA R		
027 C01005S	21	CHESTNUT ST	10:CONDOMINIUMS	NAQUI MUNIRA Z		
027 C01005W	21	CHESTNUT ST	10:CONDOMINIUMS	CURTIN TERESA ANN		
027 C01006E	21	CHESTNUT ST	10:CONDOMINIUMS	HAMM LARRY F &		
027 C01006N	21	CHESTNUT ST	10:CONDOMINIUMS	SCOTT AURELIA C WID WWII VET		
027 C01006S	21	CHESTNUT ST	10:CONDOMINIUMS	SCHWELLENBACH JAMES C &		
027 C01006W	21	CHESTNUT ST	10:CONDOMINIUMS	BARRY PRUDENCE B		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
027 C01007E	21	CHESTNUT ST	10:CONDOMINIUMS	HARDING ALICIA &		
027 C01007N	21	CHESTNUT ST	10:CONDOMINIUMS	POLLASTRI MICHAEL P &		
027 C01007S	21	CHESTNUT ST	10:CONDOMINIUMS	KELLY MARILYN E TRUSTEE		
027 C01007W	21	CHESTNUT ST	10:CONDOMINIUMS	GUIGLI MICHAEL		
027 C01008N	21	CHESTNUT ST	10:CONDOMINIUMS	COTSIRILOS STEPHANIE G		
027 C01008S	21	CHESTNUT ST	10:CONDOMINIUMS	WILLIAMS JAN &		
027 C01008W	21	CHESTNUT ST	10:CONDOMINIUMS	BUSQUE PETER J		
027 C0102NW	21	CHESTNUT ST	10:CONDOMINIUMS	DUNDAR ERGUN		
027 C0102SE	21	CHESTNUT ST	10:CONDOMINIUMS	GAULKE JULIA P &		
027 C0103NW	21	CHESTNUT ST	10:CONDOMINIUMS	AVIGNON PIERRE &		
027 C0103SE	21	CHESTNUT ST	10:CONDOMINIUMS	CASTANEA PRIME LLC		
027 C0104NW	21	CHESTNUT ST	10:CONDOMINIUMS	FRAZER LORINDA JANE TRUSTEE		
027 C0104SE	21	CHESTNUT ST	10:CONDOMINIUMS	MCEACHERN LAURIE A		
027 C0105NW	21	CHESTNUT ST	10:CONDOMINIUMS	MACAVOY FRANCIS E &		
027 C0105SE	21	CHESTNUT ST	10:CONDOMINIUMS	MAHON CONOR &		
027 C0106NW	21	CHESTNUT ST	10:CONDOMINIUMS	141 PLEASANT STREET LLC		
027 C0106SE	21	CHESTNUT ST	10:CONDOMINIUMS	EISENBERG AVNER &		
027 C011001	15	CHESTNUT ST	27:MULTI-USE COMMERCIAL	BOODILLY LLC		
027 C012001	389	CONGRESS ST	56:GOVERNMENTAL	CITY OF PORTLAND		
027 D001001	385	CONGRESS ST	32:WAREHOUSE & STORAGE	385 CONGRESS LLC		
027 F001001	50	MONUMENT SQ	22:OFFICE BUSINESS	THE LANCASTER GROUP LLC		
027 F002001	28	MONUMENT SQ	10:CONDOMINIUMS	DONNELLY JON PATRICK		
027 F002002	28	MONUMENT SQ	10:CONDOMINIUMS	STODDARD ROBERT B &		
027 F002003	28	MONUMENT SQ	20:COMMERCIAL CONDOS	28 MSQ LLC		
027 F002004	28	MONUMENT SQ	20:COMMERCIAL CONDOS	28 MSQ LLC		
027 F002005	28	MONUMENT SQ	20:COMMERCIAL CONDOS	28 MSQ LLC		
027 F003001	22	MONUMENT SQ	21:RETAIL SERVICES	STORREY INDUSTRIES LLC		
027 F004001	6	MONUMENT SQ	25:PARKING LOTS	PARCHEGGIO LLC		
027 F005001	18	MONUMENT SQ	27:MULTI-USE COMMERCIAL	18 MONUMENT PLACE LLC		
027 F006001	16	MONUMENT SQ	21:RETAIL SERVICES	15 MONUMENT SQUARE LLC		
027 F009001	121	CENTER ST	21:RETAIL SERVICES	TEDLUM ASSOCIATES LLC		
027 F011001	1	MONUMENT WAY	21:RETAIL SERVICES	CF OMW LLC		
027 F014001	0	MONUMENT SQ	19:AUXILIARY BUILDINGS	TWO MONUMENT WAY ASSOCIATES		
027 F023001	30	CITY CTR	27:MULTI-USE COMMERCIAL	RODWAY PETER E &		
027 F024001	28	CITY CTR	21:RETAIL SERVICES	BROWN J B & SONS		
027 F026001	26	CITY CTR	21:RETAIL SERVICES	BROWN J B & SONS		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
027 F027001	24	CITY CTR	22:OFFICE BUSINESS	BROWN J B & SONS		
027 F028001	41	FREE ST	25:PARKING LOTS	TEDLUM ASSOCIATES LLC		
027 F029001	23	FREE ST	25:PARKING LOTS	ONE CITY CENTER ASSOCIATES LLC		
027 G001001	456	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND		
028 A001001	380	CONGRESS ST	56:GOVERNMENTAL	CITY OF PORTLAND		
028 B001001	350	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND		
028 E001001	168	FEDERAL ST	56:GOVERNMENTAL	UNITED STATES		
028 F001001	142	FEDERAL ST	56:GOVERNMENTAL	CUMBERLAND COUNTY OF		
028 K001001	77	MARKET ST	21:RETAIL SERVICES	85 MARKET STREET LLC		
028 K002001	66	PEARL ST	22:OFFICE BUSINESS	LEADER PROPERTIES LLC		
028 K003001	75	MARKET ST	22:OFFICE BUSINESS	WHOLLY COW LLC		
028 L002001	0	NEWBURY ST	56:GOVERNMENTAL	CUMBERLAND COUNTY INHABITANTS		
028 L005001	75	PEARL ST	20:COMMERCIAL CONDOS	WBFM LLC		
028 L00502A	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00502B	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00503A	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00503B	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00504A	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00504B	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L007001	131	MIDDLE ST	24:WHOLESALE	RACKLEFF BLOCK LLC		
028 M001001	192	NEWBURY ST	56:GOVERNMENTAL	CUMBERLAND COUNTY OF		
028 M005001	121	MIDDLE ST	21:RETAIL SERVICES	123 LLC		
028 N001001	109	MIDDLE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
028 N009001	115	MIDDLE ST	21:RETAIL SERVICES	BROTHERS THREE LLC		
028 N010001	111	MIDDLE ST	21:RETAIL SERVICES	VENTURE III HOLDINGS LLC		
029 A00101A	150	MIDDLE ST	20:COMMERCIAL CONDOS	PROSPERITA LLC		
029 A00101B	150	MIDDLE ST	20:COMMERCIAL CONDOS	PEG REALTY LLC		
029 A00101C	150	MIDDLE ST	20:COMMERCIAL CONDOS	IN FIRM GROUP THE		
029 A00101D	150	MIDDLE ST	20:COMMERCIAL CONDOS	IN FIRM GROUP THE		
029 A00102A	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR		
029 A00102B	150	MIDDLE ST	10:CONDOMINIUMS	SAVATTERI SALVATORE JR &		
029 A00102C	150	MIDDLE ST	10:CONDOMINIUMS	MEIL JOAN F &		
029 A00102D	150	MIDDLE ST	10:CONDOMINIUMS	TREGONING DAVID C TRUSTEE		
029 A00102E	150	MIDDLE ST	10:CONDOMINIUMS	ERNEST PAUL W &		
029 A00102F	150	MIDDLE ST	10:CONDOMINIUMS	MORRISSETTE CAROL ANN		
029 A00102G	150	MIDDLE ST	10:CONDOMINIUMS	KIRK CHARLES M		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 A00102H	150	MIDDLE ST	10:CONDOMINIUMS	JOHNS F ARTHUR T		
029 A00102I	150	MIDDLE ST	10:CONDOMINIUMS	STERLING JANN D &		
029 A00102J	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER		
029 A00102K	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER		
029 A00103A	150	MIDDLE ST	10:CONDOMINIUMS	NELSON JEANNE		
029 A00103B	150	MIDDLE ST	10:CONDOMINIUMS	ZHAO MIN &		
029 A00103C	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC		
029 A00103D	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC		
029 A00103E	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW		
029 A00103F	150	MIDDLE ST	10:CONDOMINIUMS	M & B 101 INC		
029 A00103G	150	MIDDLE ST	10:CONDOMINIUMS	M & B 101 INC		
029 A00103H	150	MIDDLE ST	10:CONDOMINIUMS	HENDERSON HAROLD L &		
029 A00103I	150	MIDDLE ST	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE		
029 A00103J	150	MIDDLE ST	10:CONDOMINIUMS	SCHAFER KAREN		
029 A00103K	150	MIDDLE ST	10:CONDOMINIUMS	MACBRIDE JENNIFER L		
029 A00104A	150	MIDDLE ST	10:CONDOMINIUMS	BIXBY DOUGLAS B &		
029 A00104B	150	MIDDLE ST	10:CONDOMINIUMS	TURNER SCOTT H &		
029 A00104C	150	MIDDLE ST	10:CONDOMINIUMS	CAMP PETER S		
029 A00104D	150	MIDDLE ST	10:CONDOMINIUMS	GUTWIN JOHN D &		
029 A00104E	150	MIDDLE ST	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE		
029 A00104F	150	MIDDLE ST	10:CONDOMINIUMS	WINSLOW DARREN R &		
029 A00104G	150	MIDDLE ST	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &		
029 A00104H	150	MIDDLE ST	10:CONDOMINIUMS	150 MIDDLE LLC		
029 A00104I	150	MIDDLE ST	10:CONDOMINIUMS	GARCIA DORA &		
029 A00104J	150	MIDDLE ST	10:CONDOMINIUMS	GREENZWEIG NEIL TRUSTEE		
029 A00104K	150	MIDDLE ST	10:CONDOMINIUMS	ZANARDI MARIAGRAZIA		
029 A00105A	150	MIDDLE ST	20:COMMERCIAL CONDOS	MIRS PROPERTIES LLC		
029 A00105B	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY ALLAN S TRUSTEE		
029 A0010BA	150	MIDDLE ST	20:COMMERCIAL CONDOS	100 SILVER STREET LLC		
029 A0010BB	150	MIDDLE ST	20:COMMERCIAL CONDOS	100 SLIVER STREEET LLC		
029 A001P01	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY MARY V		
029 A001P02	150	MIDDLE ST	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE		
029 A001P03	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW		
029 A001P04	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P05	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P06	150	MIDDLE ST	10:CONDOMINIUMS	IN FIRM GROUP THE		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 A001P07	150	MIDDLE ST	10:CONDOMINIUMS	IN FIRM GROUP THE		
029 A001P08	150	MIDDLE ST	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &		
029 A001P09	150	MIDDLE ST	10:CONDOMINIUMS	MCGOLDRICK RICHARD J		
029 A001P10	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR		
029 A001P11	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR		
029 A001P12	150	MIDDLE ST	10:CONDOMINIUMS	INFIRM GROUP		
029 A001P13	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER		
029 A001P14	150	MIDDLE ST	10:CONDOMINIUMS	ERNEST PAUL W &		
029 A001P15	150	MIDDLE ST	10:CONDOMINIUMS	BIXBY DOUGLAS B &		
029 A001P16	150	MIDDLE ST	10:CONDOMINIUMS	MACBRIDE JENNIFER L		
029 A001P17	150	MIDDLE ST	10:CONDOMINIUMS	CAMP PETER S		
029 A001P18	150	MIDDLE ST	10:CONDOMINIUMS	PROSPERITA LLC		
029 A001P19	150	MIDDLE ST	10:CONDOMINIUMS	PROSPERITA LLC		
029 A001P20	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC		
029 A001P21	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY ALLAN S &		
029 A001P22	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P23	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P24	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P25	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P26	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P27	150	MIDDLE ST	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE		
029 A001P28	150	MIDDLE ST	10:CONDOMINIUMS	SHIPYARD INC		
029 A001P29	150	MIDDLE ST	10:CONDOMINIUMS	SHIPYARD INC		
029 A003001	5	MILK ST	22:OFFICE BUSINESS	5 MILK STREET LLC		
029 B001001	37	SILVER ST	21:RETAIL SERVICES	WITT-T LLC		
029 B002001	4	MILK ST	22:OFFICE BUSINESS	4 MILK MHR LLC		
029 B003001	25	SILVER ST	25:PARKING LOTS	PORTLAND REGENCY INC		
029 B004001	341	FORE ST	10:CONDOMINIUMS	JACKSON MICHAEL		
029 B004002	341	FORE ST	10:CONDOMINIUMS	O'CONNOR DENNIS R III &		
029 B004003	341	FORE ST	10:CONDOMINIUMS	FORE STREET COMMONS LLC		
029 B004004	341	FORE ST	10:CONDOMINIUMS	CHILDS DONNA W		
029 B004005	341	FORE ST	10:CONDOMINIUMS	PENDERS JOHN F IV		
029 B004006	341	FORE ST	10:CONDOMINIUMS	STEPHENSON CHRISTOPHER J		
029 B004007	341	FORE ST	10:CONDOMINIUMS	ALAGIC SUAD		
029 B004008	341	FORE ST	10:CONDOMINIUMS	DALTON JENNIFER L		
029 B004009	341	FORE ST	10:CONDOMINIUMS	HAAPALA BRIAN R &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED, WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 B004010	341	FORE ST	20:COMMERCIAL CONDOS	BOOTHBY SQUARE PROPERTIES LLC		
029 B004011	341	FORE ST	20:COMMERCIAL CONDOS	BOOTHBY SQUARE PROPERTIES LLC		
029 C001001	340	FORE ST	10:CONDOMINIUMS	ADB REALTY LLC		
029 C001002	340	FORE ST	10:CONDOMINIUMS	HAYEK LEE-ANN COLLINS TRUSTEE		
029 C001003	340	FORE ST	10:CONDOMINIUMS	207 INVESTS LLC		
029 C001004	340	FORE ST	20:COMMERCIAL CONDOS	ABD REALTY LLC		
029 C001005	340	FORE ST	20:COMMERCIAL CONDOS	ADB REALTY LLC		
029 C002001	336	FORE ST	21:RETAIL SERVICES	DOCK FORE INC		
029 C003001	334	FORE ST	21:RETAIL SERVICES	PORT CITY APARTMENTS		
029 C005001	330	FORE ST	21:RETAIL SERVICES	J & R VENTURES LLC		
029 C006001	3	GOLD ST	20:COMMERCIAL CONDOS	GOLD STREET PROPERTIES LLC		
029 C006002	1	GOLD ST	20:COMMERCIAL CONDOS	ADNERB PROPERTIES LLC		
029 C006003	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006004	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006005	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006006	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006007	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 D001001	129	COMMERCIAL ST	21:RETAIL SERVICES	RSB LIMITED LIABILITY COMPANY		
029 D002001	121	COMMERCIAL ST	22:OFFICE BUSINESS	MAD COW LLC		
029 D003001	111	COMMERCIAL ST	22:OFFICE BUSINESS	BLANCHARD BLOCK LLC		
029 E001001	130	MIDDLE ST	22:OFFICE BUSINESS	ELC LIMITED LIABILITY COMPANY		
029 E006001	100	MIDDLE ST	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC		
029 E007001	291	FORE ST	21:RETAIL SERVICES	291 FORE STREET LLC		
029 E009001	25	PEARL ST	27:MULTI-USE COMMERCIAL	25 PEARL MHR LLC		
029 E012001	277	FORE ST	25:PARKING LOTS	287 FORE STREET LLC		
029 E016001	31	PEARL ST	22:OFFICE BUSINESS	130 LIMITED LIABILITY COMPANY		
029 E019001	0	FRANKLIN ST	56:GOVERNMENTAL	CITY OF PORTLAND		
029 E026001	100	MIDDLE ST	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC		
029 G001001	99	COMMERCIAL ST	56:GOVERNMENTAL	UNITED STATES		
029 K001001	7	CUSTOM HOUSE ST	22:OFFICE BUSINESS	OLYMPIA EQUITY		
029 K002001	288	FORE ST	21:RETAIL SERVICES	EAST BROWN COW LIMITED		
029 K003001	65	COMMERCIAL ST	23:HOTEL & MOTEL	OLYMPIA EQUITY INVESTORS V LLC		
029 K005001	280	FORE ST	22:OFFICE BUSINESS	BANGOR SAVINGS BANK		
029 K006001	300	FORE ST	40:VACANT LAND	OLYMPIA EQUITY		
029 K006002	300	FORE ST	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY		
029 K00601A	300	FORE ST	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 K00601B	300	FORE ST	55:LITERARY & SCIENTIFIC	CIEE INC		
029 K0060B2	300	FORE ST	20:COMMERCIAL CONDOS	OLYMPIA EQUITY		
029 K0060B3	300	FORE ST	20:COMMERCIAL CONDOS	OLYMPIA EQUITY		
029 O001011	99	SILVER ST	10:CONDOMINIUMS	ARENSBERG LEE C TRUSTEE		
029 O001012	99	SILVER ST	10:CONDOMINIUMS	TOZESKI DAVID P		
029 O001013	99	SILVER ST	10:CONDOMINIUMS	HOLSTEIN ERIC B		
029 O001021	99	SILVER ST	10:CONDOMINIUMS	THOMS DEBORAH L		
029 O001023	99	SILVER ST	10:CONDOMINIUMS	ANYA ROSE LLC		
029 O001024	99	SILVER ST	10:CONDOMINIUMS	ARNDT CHANNING P		
029 O001025	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROERTIES LLC		
029 O001026	99	SILVER ST	10:CONDOMINIUMS	GOMES ERIN ELIZABETH		
029 O001028	99	SILVER ST	10:CONDOMINIUMS	GOODMAN ISAAC D &		
029 O001029	99	SILVER ST	10:CONDOMINIUMS	COUSINS DAVID A		
029 O001031	99	SILVER ST	10:CONDOMINIUMS	JAMESON PAUL G &		
029 O001032	99	SILVER ST	10:CONDOMINIUMS	BOROWSKI ROBERT B		
029 O001033	99	SILVER ST	10:CONDOMINIUMS	ARTISTWANNABE LLC		
029 O001034	99	SILVER ST	10:CONDOMINIUMS	BERG HENRY T TRUSTEE		
029 O001035	99	SILVER ST	10:CONDOMINIUMS	HIGGINS HELENA C &		
029 O001036	99	SILVER ST	10:CONDOMINIUMS	FINCH ANNIE &		
029 O001037	99	SILVER ST	10:CONDOMINIUMS	LUTKOFF ISAAC E		
029 O001038	99	SILVER ST	10:CONDOMINIUMS	ZURKAN WILLIAM K		
029 O001039	99	SILVER ST	10:CONDOMINIUMS	SOREL-LEDUC SANDRA J &		
029 O001041	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROPERTIES LLC		
029 O001042	99	SILVER ST	10:CONDOMINIUMS	STEBBINS BRADY		
029 O001043	99	SILVER ST	10:CONDOMINIUMS	HIGGINS CHRISTOPHER S		
029 O001044	99	SILVER ST	10:CONDOMINIUMS	LITTLEJOHN CLIFTON T		
029 O001045	99	SILVER ST	10:CONDOMINIUMS	DG CONDO 4 LLC		
029 O001046	99	SILVER ST	10:CONDOMINIUMS	VAN PEURSEM CORINNE M		
029 O001047	99	SILVER ST	10:CONDOMINIUMS	KASSEL GRANT D		
029 O001048	99	SILVER ST	10:CONDOMINIUMS	PEEL BRUCE H		
029 O001049	99	SILVER ST	10:CONDOMINIUMS	CHISHOLM ADAM C		
029 O001210	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROPERTIES LLC		
029 O001211	99	SILVER ST	10:CONDOMINIUMS	GINTER DAVID R		
029 O001212	99	SILVER ST	10:CONDOMINIUMS	SILVER VICTORIA J		
029 O001213	99	SILVER ST	10:CONDOMINIUMS	PROSSER JAMES G		
029 O001310	99	SILVER ST	10:CONDOMINIUMS	HEALY ROBERT E &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 O001410	99	SILVER ST	10:CONDOMINIUMS	SMITH GARY R &		
029 O001501	99	SILVER ST	10:CONDOMINIUMS	KATZ JAMES &		
029 O001502	99	SILVER ST	20:COMMERCIAL CONDOS	PEAK 5 EQUITIES LLC		
029 O001B01	99	SILVER ST	10:CONDOMINIUMS	CHANDLER BENJAMIN P		
029 O001B02	99	SILVER ST	10:CONDOMINIUMS	JOHNSON BEN A		
029 O002001	164	MIDDLE ST	21:RETAIL SERVICES	NDA 164 MIDDLE STREET LLC		
029 O003001	43	MARKET ST	25:PARKING LOTS	PORTLAND REGENCY INC		
029 O004001	11	MILK ST	25:PARKING LOTS	PORTLAND REGENCY INC		
029 R001001	20	MILK ST	23:HOTEL & MOTEL	PORTLAND REGENCY INC		
029 S001001	145	COMMERCIAL ST	22:OFFICE BUSINESS	FLEMING CREEK LLC ETALS		
029 S002001	145	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND		
030 A005001	94	COMMERCIAL ST	21:RETAIL SERVICES	BMC INC		
030 A101001	90	COMMERCIAL ST	21:RETAIL SERVICES	PROPRIETORS OF CUSTOM HOUSE		
030 C001001	100	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	SOLEY WHARF LLC		
030 D001001	68	COMMERCIAL ST	22:OFFICE BUSINESS	MAINE WHARF LLC		
030 D003001	70	COMMERCIAL ST	22:OFFICE BUSINESS	FLATBREAD WHARF LLC		
030 D005001	84	COMMERCIAL ST	21:RETAIL SERVICES	84 COMMERCIAL STREET LLC		
030 H001001	180	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	DIMILLO ARLENE ETALS TRUSTEES		
030 H004001	136	COMMERCIAL ST	24:WHOLESALE	CARROLL BLOCK LLC		
030 H011001	9	PORTLAND PIER	25:PARKING LOTS	CARROLL BLOCK LLC		
031 H001001	158	COMMERCIAL ST	25:PARKING LOTS	DIMILLO STEVEN ETALTRUSTEES		
031 H003001	144	COMMERCIAL ST	25:PARKING LOTS	DIMILLO STEVEN ETAL TRUSTEES		
031 H004001	164	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	DIMILLO ARLENE ETALS TRUSTEES		
031 J030001	184	COMMERCIAL ST	21:RETAIL SERVICES	GEF LLC		
031 K103001	218	COMMERCIAL ST	25:PARKING LOTS	PROPRIETORS OF UNION WHARF		
031 L034001	250	COMMERCIAL ST	31:MANUFACTURING	CM WATERFRONT PROPERTIES LLC		
031 L038001	230	COMMERCIAL ST	25:PARKING LOTS	PROPRIETORS OF UNION WHARF		
031 L135001	1	UNION WHARF	24:WHOLESALE	PROPRIETORS OF UNION WHARF		
032 C001001	390	CONGRESS ST	23:HOTEL & MOTEL	PRESS HOTEL LLC		
032 D001001	107	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D002001	97	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D003001	93	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D004001	85	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D005001	167	MIDDLE ST	58:LAND BANKS	CITY OF PORTLAND		
032 E001001	57	EXCHANGE ST	22:OFFICE BUSINESS	57 EXCHANGE STREET LLC		
032 E002001	53	EXCHANGE ST	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED, WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 E004001	49	EXCHANGE ST	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE		
032 E005001	45	EXCHANGE ST	22:OFFICE BUSINESS	45 EXCHANGE STREET LLC		
032 E008001	39	EXCHANGE ST	22:OFFICE BUSINESS	PALACCI JOSEPH A TRUSTEE		
032 E009001	31	EXCHANGE ST	21:RETAIL SERVICES	B & C LIMITED		
032 E010001	46	MARKET ST	21:RETAIL SERVICES	MARKET MILK PARTNERS LLC		
032 F001001	42	MARKET ST	21:RETAIL SERVICES	OCEAN BLOCK ASSOCIATES		
032 F002001	36	MARKET ST	24:WHOLESALE	36 MARKET ST		
032 F003001	30	MARKET ST	21:RETAIL SERVICES	E L C INC		
032 F005001	363	FORE ST	22:OFFICE BUSINESS	ELEVEN EXCHANGE LLC		
032 F007001	375	FORE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F008001	375	FORE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F009001	30	MILK ST	22:OFFICE BUSINESS	OCEAN BLOCK ASSOCIATES		
032 F010001	9	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F012001	5	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F013001	379	FORE ST	22:OFFICE BUSINESS	ELEVEN EXCHANGE LLC		
032 F014001	1	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 G001001	396	CONGRESS ST	22:OFFICE BUSINESS	PO SQUARE BUILDING LLC		
032 H001001	110	EXCHANGE ST	22:OFFICE BUSINESS	ONETEN EXCHANGE LLC		
032 H002001	106	EXCHANGE ST	21:RETAIL SERVICES	RICH BUILDING LLC		
032 H003001	102	EXCHANGE ST	22:OFFICE BUSINESS	PALACCI JOSEPH		
032 H004001	15	TEMPLE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
032 H005001	1	TEMPLE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
032 H005002	1	TEMPLE ST	22:OFFICE BUSINESS	11 TEMPLE MHR LLC		
032 H006001	92	EXCHANGE ST	22:OFFICE BUSINESS	MAINESCAPE PROPERTIES LLC		
032 H007001	88	EXCHANGE ST	27:MULTI-USE COMMERCIAL	RIVENDALL REAL ESTATE LLC		
032 H008001	80	EXCHANGE ST	22:OFFICE BUSINESS	80 EXCHANGE LLC		
032 H009001	70	EXCHANGE ST	58:LAND BANKS	CITY OF PORTLAND		
032 H016001	183	MIDDLE ST	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE		
032 H016002	183	MIDDLE ST	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE		
032 H016003	183	MIDDLE ST	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE THIRD		
032 H01604A	183	MIDDLE ST	20:COMMERCIAL CONDOS	ITM REALTY II LLC		
032 H01604B	183	MIDDLE ST	20:COMMERCIAL CONDOS	ITM REALTY II LLC		
032 H022001	193	MIDDLE ST	22:OFFICE BUSINESS	SAVI REALTY LLC		
032 I001001	178	MIDDLE ST	22:OFFICE BUSINESS	FRESNEL LLC		
032 I002001	52	EXCHANGE ST	21:RETAIL SERVICES	OLD PORT ARMS LLC		
032 I006001	50	EXCHANGE ST	20:COMMERCIAL CONDOS	SANTANA LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 I006002	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006003	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006004	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006005	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006006	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I007001	0	CANAL PLAZA	27:MULTI-USE COMMERCIAL	COW PLAZA 1 LLC		
032 I008001	44	EXCHANGE ST	21:RETAIL SERVICES	44 EXCHANGE STREET LLC		
032 I010001	34	EXCHANGE ST	21:RETAIL SERVICES	PALACCI SION &		
032 I011001	30	EXCHANGE ST	21:RETAIL SERVICES	MAINELAND REAL ESTATE		
032 I012100	10	EXCHANGE ST	20:COMMERCIAL CONDOS	10 EXCHANGE PROPERTIES LLC		
032 I012200	10	EXCHANGE ST	20:COMMERCIAL CONDOS	10 EXCHANGE PROPERTIES LLC		
032 I012301	10	EXCHANGE ST	10:CONDOMINIUMS	PADULA FRANCIS P		
032 I012302	10	EXCHANGE ST	10:CONDOMINIUMS	CURRAN JENNIFER A		
032 I012303	10	EXCHANGE ST	10:CONDOMINIUMS	CULPOVICH ANDREW J &		
032 I012304	10	EXCHANGE ST	10:CONDOMINIUMS	LETENDRE JESSICA		
032 I012305	10	EXCHANGE ST	10:CONDOMINIUMS	DRISCOLL ROBERT &		
032 I012306	10	EXCHANGE ST	10:CONDOMINIUMS	POMROY'S PORTLAND		
032 I012307	10	EXCHANGE ST	10:CONDOMINIUMS	SPELLICY STEPHEN &		
032 I012308	10	EXCHANGE ST	10:CONDOMINIUMS	EVANS SHERI CHRISTIENNE		
032 I012309	10	EXCHANGE ST	10:CONDOMINIUMS	SHEPHERD THOMAS A &		
032 I012310	10	EXCHANGE ST	10:CONDOMINIUMS	PECTEAU JANIS &		
032 I012311	10	EXCHANGE ST	10:CONDOMINIUMS	SOLEY CORP LLC		
032 I012312	10	EXCHANGE ST	10:CONDOMINIUMS	LOMAC SABIN		
032 I012313	10	EXCHANGE ST	10:CONDOMINIUMS	HANSON CARL F		
032 I012314	10	EXCHANGE ST	10:CONDOMINIUMS	GORDON ABIGAIL		
032 I012401	10	EXCHANGE ST	10:CONDOMINIUMS	NOLAN JENNIFER R &		
032 I012402	10	EXCHANGE ST	10:CONDOMINIUMS	10-402 EXCHANGE STREET LLC		
032 I012404	10	EXCHANGE ST	10:CONDOMINIUMS	BURNS THOMAS		
032 I012405	10	EXCHANGE ST	10:CONDOMINIUMS	DOYLE KEVIN F &		
032 I012406	10	EXCHANGE ST	10:CONDOMINIUMS	BROWN BRETT &		
032 I012407	10	EXCHANGE ST	10:CONDOMINIUMS	FLYING ZEBRA PROPERTIES LLC		
032 I012408	10	EXCHANGE ST	10:CONDOMINIUMS	WALTERS BRETT D &		
032 I012409	10	EXCHANGE ST	10:CONDOMINIUMS	SAHA DEBASMITA &		
032 I012410	10	EXCHANGE ST	10:CONDOMINIUMS	GIULIANTI NICHOLAS R		
032 I012411	10	EXCHANGE ST	10:CONDOMINIUMS	SPANNAUS MICHAELA LILY		
032 I012412	10	EXCHANGE ST	10:CONDOMINIUMS	URBANEK NICHOLAS P		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 I012413	10	EXCHANGE ST	10:CONDOMINIUMS	WHEELWRIGHT HENRY J TRUSTEE		
032 I012414	10	EXCHANGE ST	10:CONDOMINIUMS	DEPALMA CHRISTOPHER R &		
032 I018001	395	FORE ST	21:RETAIL SERVICES	395 FORE STREET LLC		
032 I021001	182	MIDDLE ST	21:RETAIL SERVICES	COW PLAZA 4 LLC		
032 I023001	3	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 3 LLC		
032 I033001	2	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 2 LLC		
032 I036001	1	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 1 LLC		
032 I039001	40	UNION ST	33:TRANSPORTATION	CENTRAL MAINE POWER CO		
032 I040001	44	EXCHANGE ST	25:PARKING LOTS	KOWTOWER LLC		
032 I041001	425	FORE ST	27:MULTI-USE COMMERCIAL	COW PLAZA GARAGE LLC		
032 I041002	401	FORE ST	27:MULTI-USE COMMERCIAL	BANGOR SAVINGS BANK		
032 I042001	433	FORE ST	23:HOTEL & MOTEL	COW PLAZA HOTEL LLC		
032 I043001	45	UNION ST	25:PARKING LOTS	COW PLAZA 1 LLC		
032 J001001	386	FORE ST	21:RETAIL SERVICES	386 FORE STREET LLC		
032 J002001	392	FORE ST	21:RETAIL SERVICES	BEER GUYS LLC		
032 J004001	396	FORE ST	20:COMMERCIAL CONDOS	BEER GUYS LLC		
032 J004002	396	FORE ST	20:COMMERCIAL CONDOS	BEER GUYS LLC		
032 J004003	396	FORE ST	10:CONDOMINIUMS	BEER GUYS LLC		
032 J00400B	396	FORE ST	20:COMMERCIAL CONDOS	BEER GUYS LLC		
032 J005001	398	FORE ST	20:COMMERCIAL CONDOS	FORE STREET PARTNERSHIP		
032 J005002	398	FORE ST	20:COMMERCIAL CONDOS	FORE STREET PROPERTIES		
032 J005003	398	FORE ST	20:COMMERCIAL CONDOS	INGALLS ROGER E		
032 J005004	398	FORE ST	20:COMMERCIAL CONDOS	INGALLS ROGER E		
032 K001001	2	MONUMENT SQ	22:OFFICE BUSINESS	800 NORTHERN CORP		
032 K012001	1	MONUMENT SQ	22:OFFICE BUSINESS	FINARD MURRAY W TR		
032 L001001	234	FEDERAL ST W	56:GOVERNMENTAL	CITY OF PORTLAND		
032 L002001	1	CITY CTR	22:OFFICE BUSINESS	ONE CITY CENTER ASSOCIATES LLC		
032 N009001	414	FORE ST	21:RETAIL SERVICES	GOULD COMPANY LLC		
032 N010001	416	FORE ST	21:RETAIL SERVICES	416 FORE STREET HOLDINGS LLC		
032 N011001	422	FORE ST	21:RETAIL SERVICES	HARDING RICHARD B ETAL		
032 N012001	424	FORE ST	21:RETAIL SERVICES	SOLETSKY LIMITED LIABILITY CO		
032 P001001	2	CITY CTR	22:OFFICE BUSINESS	TWO CITY CENTER LLC		
032 P003001	4	CITY CTR	21:RETAIL SERVICES	WIRELESS PARTNERS II LLC ETAL		
032 P004001	6	CITY CTR	20:COMMERCIAL CONDOS	SIX CITY CENTER LLC		
032 P004002	6	CITY CTR	20:COMMERCIAL CONDOS	H & A PROPERTY GROUP LLC		
032 P005001	0	SPRING ST ARTERIAL	56:GOVERNMENTAL	CITY OF PORTLAND		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 P017001	10	CITY CTR	22:OFFICE BUSINESS	MINA BUILDING LLC		
032 R001001	428	FORE ST	21:RETAIL SERVICES	428 FORE STREET LLC		
032 R003001	432	FORE ST	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC		
032 R004001	434	FORE ST	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC		
032 R007001	436	FORE ST	21:RETAIL SERVICES	FORE STREET PARTNERS LLC		
032 R008001	446	FORE ST	21:RETAIL SERVICES	ORANGE CRUSH LLC		
032 S001001	366	FORE ST	21:RETAIL SERVICES	MCGEE CHARLES T &		
032 S003001	7	MOULTON ST	21:RETAIL SERVICES	7-9 MOULTON LLC		
032 S004001	161	COMMERCIAL ST	21:RETAIL SERVICES	ROB DOG REALTY LLC		
032 S005001	5	MOULTON ST	22:OFFICE BUSINESS	MOULTON STREET REALTY LLC		
032 T004001	4	MOULTON ST	21:RETAIL SERVICES	ADRIENNE-JANE INCORPORATED		
032 U003001	185	COMMERCIAL ST	25:PARKING LOTS	COMPARK LLC		
032 U004001	1	DANA ST	22:OFFICE BUSINESS	ONE DANA LLC		
032 U005001	7	DANA ST	21:RETAIL SERVICES	TRANSMINE		
032 V001001	10	DANA ST	21:RETAIL SERVICES	IVY HOLDINGS LLC		
032 V002001	205	COMMERCIAL ST	21:RETAIL SERVICES	LANDFALL LLC		
032 V004001	211	COMMERCIAL ST	22:OFFICE BUSINESS	GRANITE FACE LLC		
032 V005001	217	COMMERCIAL ST	22:OFFICE BUSINESS	CHASE BLOCK LLC		
032 V008001	225	COMMERCIAL ST	24:WHOLESALE	225 COMMERCIAL ST ASSOC INC		
032 V012001	1	UNION ST	22:OFFICE BUSINESS	237 COMMERCIAL STREET LLC		
032 V014001	50	WHARF ST	21:RETAIL SERVICES	DEERING AVE ASSOCIATES INC &		
032 V015001	42	WHARF ST	24:WHOLESALE	DEERING AVE ASSOCIATES INC &		
032 V016001	34	WHARF ST	21:RETAIL SERVICES	IVY HOLDINGS LLC		
037 A001001	45	FOREST AVE	33:TRANSPORTATION	NORTHERN NEW ENGLAND		
037 A009001	104	OAK ST	17:21 PLUS FAMILY	PARK STREET PROPERTY LLC		
037 A011001	92	OAK ST	22:OFFICE BUSINESS	84 OAK STREET LLC		
037 A012001	39	FOREST AVE	22:OFFICE BUSINESS	39 LLC		
037 A022001	25	FOREST AVE	21:RETAIL SERVICES	PORTLAND STAGE COMPANY		
037 A023001	84	OAK ST	25:PARKING LOTS	84 OAK STREET LLC		
037 A033001	11	FOREST AVE	25:PARKING LOTS	PACHIOS BROTHERS I LLC &		
037 A035001	72	OAK ST	17:21 PLUS FAMILY	AVESTA OAK STREET LP		
037 A038001	565	CONGRESS ST	21:RETAIL SERVICES	PACHIOS BROTHERS I LLC &		
037 A042001	559	CONGRESS ST	27:MULTI-USE COMMERCIAL	HER LLC		
037 A043001	555	CONGRESS ST	21:RETAIL SERVICES	CORRYMORE ZELLERTON LLC		
037 A044001	553	CONGRESS ST	21:RETAIL SERVICES	ROCCO HOLDINGS LLC		
037 A045001	575	CONGRESS ST	21:RETAIL SERVICES	571 ENTERPRISES LLC		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 A046001	7	FOREST AVE	22:OFFICE BUSINESS	D & D PARTNERS LLC		
037 B001001	380	CUMBERLAND AVE	22:OFFICE BUSINESS	SWEETWATER PARTNERS LLC		
037 B013001	95	OAK ST	25:PARKING LOTS	NORTHERN NEW ENGLAND		
037 B014001	15	SHEPLEY ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 B015001	11	SHEPLEY ST	17:21 PLUS FAMILY	11 SHEPLEY STREET		
037 C001001	0	SHEPLEY ST	25:PARKING LOTS	CITY OAK LLC		
037 C004001	0	SHEPLEY ST	25:PARKING LOTS	CITY OAK LLC		
037 C006001	18	CASCO ST	17:21 PLUS FAMILY	SHEPLEY LLC		
037 C008001	83	OAK ST	25:PARKING LOTS	HEGA REALTY LLC		
037 C010001	16	CASCO ST	22:OFFICE BUSINESS	SHEEPDOG LLC		
037 C014100	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014200	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014300	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014400	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014501	531	CONGRESS ST	10:CONDOMINIUMS	WILLIAMS DEBORAH J &		
037 C014502	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014503	531	CONGRESS ST	10:CONDOMINIUMS	SHOREY LINDA J &		
037 C014504	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014505	531	CONGRESS ST	10:CONDOMINIUMS	WALBRIDGE HOYT &		
037 C014506	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014507	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014508	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014509	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014510	531	CONGRESS ST	10:CONDOMINIUMS	SEASIDE PARTNERS LLC		
037 C016001	551	CONGRESS ST	21:RETAIL SERVICES	BENTLEY BUILDING LLC		
037 C017006	547	CONGRESS ST	10:CONDOMINIUMS	BLISSFUL BOUND LLC		
037 C01701A	547	CONGRESS ST	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC		
037 C01701B	547	CONGRESS ST	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC		
037 C01701C	547	CONGRESS ST	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC		
037 C01702A	547	CONGRESS ST	10:CONDOMINIUMS	HENAULT DOUGLAS S &		
037 C01702B	547	CONGRESS ST	10:CONDOMINIUMS	SCULLY JOHN M		
037 C01702C	547	CONGRESS ST	10:CONDOMINIUMS	FRIEL MATTHEW R		
037 C01702D	547	CONGRESS ST	10:CONDOMINIUMS	WHEELER-BERTA FRANCES H TRUSTEE		
037 C01702E	547	CONGRESS ST	10:CONDOMINIUMS	JONES NICOLE M		
037 C01703A	547	CONGRESS ST	10:CONDOMINIUMS	YANG DAVID I		
037 C01703B	547	CONGRESS ST	10:CONDOMINIUMS	FOREMAN BROCK &		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 C01703C	547	CONGRESS ST	10:CONDOMINIUMS	PACKARD JEFFREY G &		
037 C01704A	547	CONGRESS ST	10:CONDOMINIUMS	FITZPATRICK SUSAN E		
037 C01704B	547	CONGRESS ST	10:CONDOMINIUMS	GRANO ROBERT C TRUSTEE		
037 C01704C	547	CONGRESS ST	10:CONDOMINIUMS	TYSON BRUCE &		
037 C01705A	547	CONGRESS ST	10:CONDOMINIUMS	HENRY MICHAEL T &		
037 C01705B	547	CONGRESS ST	10:CONDOMINIUMS	BLISSFUL BOUND LLC		
037 D001001	45	CASCO ST	21:RETAIL SERVICES	FORTY FIVE CASCO STREET LLC		
037 D002001	511	CONGRESS ST	22:OFFICE BUSINESS	OCEAN GATE LLC		
037 D003001	360	CUMBERLAND AVE	27:MULTI-USE COMMERCIAL	STARK INDUSTRIES LLC		
037 D004001	48	BROWN ST	27:MULTI-USE COMMERCIAL	OCEAN GATE LLC		
037 D007001	37	CASCO ST	17:21 PLUS FAMILY	AMBASSADOR LLC		
037 D023001	15	CASCO ST	22:OFFICE BUSINESS	15 CASCO STREET LLC		
037 D024001	519	CONGRESS ST	21:RETAIL SERVICES	MAINE CHARITABLE MECHANIC		
037 E001001	595	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND		
037 E002001	585	CONGRESS ST	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC		
037 E002002	585	CONGRESS ST	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC		
037 E002003	585	CONGRESS ST	20:COMMERCIAL CONDOS	PAUL'S BOUTIQUE LLC		
037 E002004	585	CONGRESS ST	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC		
037 E003001	10	CONGRESS SQ	27:MULTI-USE COMMERCIAL	PLAZA ASSOCIATES AT CONGRESS		
037 E004001	28	FOREST AVE	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS		
037 E005001	32	FOREST AVE	40:VACANT LAND	RB PORTLAND LLC		
037 E005002	32	FOREST AVE	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS		
037 E006001	173	HIGH ST	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC		
037 E006002	173	HIGH ST	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC		
037 E006003	173	HIGH ST	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC		
037 E006004	173	HIGH ST	20:COMMERCIAL CONDOS	LUDWIG ROBERT C		
037 E006005	173	HIGH ST	20:COMMERCIAL CONDOS	CAPITAL AREA PROPERTIES LLC		
037 E006006	173	HIGH ST	20:COMMERCIAL CONDOS	HOPE GATEWAY UNITED		
037 E006007	173	HIGH ST	20:COMMERCIAL CONDOS	177 HIGH LLC		
037 E006008	173	HIGH ST	20:COMMERCIAL CONDOS	6 EAST OXFORD ST LLC		
037 E006009	173	HIGH ST	20:COMMERCIAL CONDOS	181 HIGH STREET LLC		
037 E006010	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006011	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006012	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006013	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006014	173	HIGH ST	10:CONDOMINIUMS	CML LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 E006015	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006016	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006017	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006018	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006019	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006020	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006021	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006022	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006023	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006024	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006025	173	HIGH ST	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC		
037 E006026	173	HIGH ST	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC		
037 E006027	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006028	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006029	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006030	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006031	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006032	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006033	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006034	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006035	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006036	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C		
037 E006037	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C		
037 E006038	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006039	173	HIGH ST	10:CONDOMINIUMS	177 HIGH LLC		
037 E006040	173	HIGH ST	10:CONDOMINIUMS	177 HIGH LLC		
037 E006041	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006042	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E007001	157	HIGH ST	23:HOTEL & MOTEL	RB PORTLAND LLC		
037 F002001	45	BROWN ST	27:MULTI-USE COMMERCIAL	BROWN TOWER LLC		
037 F005001	28	PREBLE ST	27:MULTI-USE COMMERCIAL	EARL APARTMENTS LLC		
037 F007001	24	PREBLE ST	22:OFFICE BUSINESS	24 PREBLE STREET PROPERTIES LLC		
037 F009001	338	CUMBERLAND AVE	32:WAREHOUSE & STORAGE	SWEETWATER PARTNERS LLC		
037 F012001	41	BROWN ST	55:LITERARY & SCIENTIFIC	MHS INC		
037 F014001	483	CONGRESS ST	54:BENEVOLENT & CHARITABLE	MAINE HISTORICAL SOCIETY		
037 F017001	489	CONGRESS ST	55:LITERARY & SCIENTIFIC	MHS INC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 F020001	38	PREBLE ST	54:BENEVOLENT & CHARITABLE	PREBLE STREET		
037 F022001	477	CONGRESS ST	27:MULTI-USE COMMERCIAL	TT MAINE VENTURE LLC		
037 G001001	594	CONGRESS ST	21:RETAIL SERVICES	HIGH POINT REALTY LLC		
037 G004001	582	CONGRESS ST	21:RETAIL SERVICES	CORNER FREAK LLC		
037 G005001	580	CONGRESS ST	21:RETAIL SERVICES	BBB INC		
037 G006001	578	CONGRESS ST	27:MULTI-USE COMMERCIAL	578 CONGRESS LLC		
037 G007001	576	CONGRESS ST	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC		
037 G008001	574	CONGRESS ST	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC		
037 G009001	570	CONGRESS ST	22:OFFICE BUSINESS	PRIDE RALPH H TRUSTEE		
037 G010001	133	FREE ST	27:MULTI-USE COMMERCIAL	HUBBARD'S APTS INC		
037 G012001	584	CONGRESS ST	21:RETAIL SERVICES	CORNER FREAK LLC		
037 G014001	562	CONGRESS ST	22:OFFICE BUSINESS	TERBAX REALTY INC		
037 H001001	550	CONGRESS ST	27:MULTI-USE COMMERCIAL	550 CONGRESS STREET LLC		
037 H002001	540	CONGRESS ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H002002	540	CONGRESS ST	20:COMMERCIAL CONDOS	540 CONGRESS STREET LLC		
037 H002003	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H002004	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H002005	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H002006	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H005001	536	CONGRESS ST	54:BENEVOLENT & CHARITABLE	SPACE GALLERY		
037 H005003	536	CONGRESS ST	20:COMMERCIAL CONDOS	SPACE GALLERY		
037 H006001	522	CONGRESS ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H009001	516	CONGRESS ST	21:RETAIL SERVICES	PACHIOS BROTHERS II LLC		
037 H010001	510	CONGRESS ST	21:RETAIL SERVICES	CENTER CITY PLAZA ASSOC		
037 H011001	500	CONGRESS ST	20:COMMERCIAL CONDOS	MATERIAL OBJECTS		
037 H011002	500	CONGRESS ST	20:COMMERCIAL CONDOS	500 CONGRESS TOP FLOOR LLC		
037 H013001	504	CONGRESS ST	21:RETAIL SERVICES	KAPLAN 504 LLC		
037 H014001	51	OAK ST	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART		
037 H014002	51	OAK ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H014003	51	OAK ST	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART		
037 H014004	51	OAK ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H014005	51	OAK ST	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART		
037 H025001	57	OAK ST	21:RETAIL SERVICES	NEKOIE BAHMAN &		
037 I001001	498	CONGRESS ST	21:RETAIL SERVICES	498 CONGRESS LLC		
037 I002101	490	CONGRESS ST	20:COMMERCIAL CONDOS	GRACE LLC		
037 I002102	492	CONGRESS ST	20:COMMERCIAL CONDOS	MZ-KIMBALL COURT LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 I002103	15	BROWN ST	20:COMMERCIAL CONDOS	THE DOROTHEA &		
037 I002104	15	BROWN ST	10:CONDOMINIUMS	O'SULLIVAN MICHAEL &		
037 I002105	15	BROWN ST	10:CONDOMINIUMS	ADLER JANICE B		
037 I002201	15	BROWN ST	10:CONDOMINIUMS	PYE JOHN F &		
037 I002202	15	BROWN ST	10:CONDOMINIUMS	SAUCEDO CHRISTIAN MANUEL		
037 I002203	15	BROWN ST	10:CONDOMINIUMS	HAVEY BENJAMIN M		
037 I002204	15	BROWN ST	10:CONDOMINIUMS	SINGER JASON &		
037 I002205	15	BROWN ST	10:CONDOMINIUMS	207 INVESTS I LLC		
037 I002206	15	BROWN ST	10:CONDOMINIUMS	MCILVAIN JOHN &		
037 I002207	15	BROWN ST	10:CONDOMINIUMS	SOULE GEORGE &		
037 I002208	15	BROWN ST	10:CONDOMINIUMS	DOCTOROFF MARK G		
037 I002301	15	BROWN ST	10:CONDOMINIUMS	BERZON TODD S		
037 I002302	15	BROWN ST	10:CONDOMINIUMS	ANDREOLI HELEN L		
037 I002303	15	BROWN ST	10:CONDOMINIUMS	BAUMAN PATRICIA J TRUSTEE		
037 I002304	15	BROWN ST	10:CONDOMINIUMS	MOORE BRIAN D		
037 I002305	15	BROWN ST	10:CONDOMINIUMS	COFFIN KATHLEEN M		
037 I002306	15	BROWN ST	10:CONDOMINIUMS	HUNT RYAN ETAL		
037 I002307	15	BROWN ST	10:CONDOMINIUMS	DOCTOROFF MARK G		
037 I002401	15	BROWN ST	10:CONDOMINIUMS	KIM PAUL ETAL JTS		
037 I002402	15	BROWN ST	10:CONDOMINIUMS	JONES RUSSELL J		
037 I002403	15	BROWN ST	10:CONDOMINIUMS	LANGDON DARBY TRUSTEE		
037 I002404	15	BROWN ST	10:CONDOMINIUMS	RICCI MICHAEL &		
037 I002405	15	BROWN ST	10:CONDOMINIUMS	MARCUS PETER H TRUSTEE &		
037 I002406	15	BROWN ST	10:CONDOMINIUMS	SANTORO DAVID M		
037 I003001	482	CONGRESS ST	21:RETAIL SERVICES	CENTER CONGRESS LLC		
037 I004001	480	CONGRESS ST	22:OFFICE BUSINESS	ASHBY TEAM LLC		
037 I005001	486	CONGRESS ST	27:MULTI-USE COMMERCIAL	BARTHE DONNA		
037 I00701A	11	BROWN ST	20:COMMERCIAL CONDOS	PHELPS CRAIG REAL		
037 I00702A	9	BROWN ST	10:CONDOMINIUMS	HARRISON SYDNEY		
037 I00702B	9	BROWN ST	10:CONDOMINIUMS	BUKER MAILE E		
037 I00703A	9	BROWN ST	10:CONDOMINIUMS	ZELENER YAN &		
037 I00704A	9	BROWN ST	10:CONDOMINIUMS	THORNDIKE WILLIAM N JR &		
037 I009001	59	FREE ST	25:PARKING LOTS	JBG & H ASSOCIATES		
037 I012001	104	CENTER ST	25:PARKING LOTS	CENTER CONGRESS LLC		
038 A001001	10	FREE ST	20:COMMERCIAL CONDOS	JBG&H ASSOCIATES		
038 A001002	10	FREE ST	20:COMMERCIAL CONDOS	BROWN J B & SONS		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
038 A005001	22	FREE ST	22:OFFICE BUSINESS	BROWN J B & SONS		
038 B001001	1	PORTLAND SQ	20:COMMERCIAL CONDOS	NORTH RIVER IV LLC		
038 B001007	1	PORTLAND SQ	20:COMMERCIAL CONDOS	PS ONE REALTY LLC		
038 B002001	2	PORTLAND SQ	22:OFFICE BUSINESS	NORTH RIVER IV LLC		
038 B003001	481	FORE ST	25:PARKING LOTS	NORTH RIVER IV LLC		
038 C008001	28	COTTON ST	56:GOVERNMENTAL	CITY OF PORTLAND		
038 C009001	24	COTTON ST	25:PARKING LOTS	CASCO VIEW HOLDINGS III LLC		
038 C012001	8	COTTON ST	27:MULTI-USE COMMERCIAL	CASCO VIEW HOLDINGS III LLC		
038 C030001	59	CENTER ST	21:RETAIL SERVICES	CASCO VIEW HOLDINGS III LLC		
038 D015001	82	FREE ST	56:GOVERNMENTAL	CUMBERLAND COUNTY MAINE		
038 E009105	70	CENTER ST	20:COMMERCIAL CONDOS	MITCHELL JOHN D		
038 E009106	70	CENTER ST	20:COMMERCIAL CONDOS	APPLE REAL ESTATE		
038 E009204	70	CENTER ST	20:COMMERCIAL CONDOS	F & H REALTY PARTNERSHIP		
038 E009205	70	CENTER ST	20:COMMERCIAL CONDOS	F & H REALTY PARTNERSHIP		
038 E009304	70	CENTER ST	20:COMMERCIAL CONDOS	EAST COAST CONSTRUCTION AND		
038 E009305	70	CENTER ST	20:COMMERCIAL CONDOS	MCKERSIE FAMILY LLC		
038 E009401	70	CENTER ST	20:COMMERCIAL CONDOS	ALDER RUN DEVELOPMENT		
038 E009G07	70	CENTER ST	20:COMMERCIAL CONDOS	70 CENTER STREET BASEMENT LLC		
038 E009G08	70	CENTER ST	20:COMMERCIAL CONDOS	MAINE BUSINESS SERVICES INC		
038 E010001	17	SOUTH ST	20:COMMERCIAL CONDOS	LEVINE ROBERT A &		
038 E010002	17	SOUTH ST	20:COMMERCIAL CONDOS	SOUTH STREET PARTNERS 2 LLC		
038 E010003	17	SOUTH ST	20:COMMERCIAL CONDOS	PRESTIGE WORLD-WIDE		
038 E012001	52	CENTER ST	21:RETAIL SERVICES	PICTURE ISLAND INC		
038 E019001	1	PLEASANT ST	21:RETAIL SERVICES	RSP PLEASANT LLC		
038 E020001	7	PLEASANT ST	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC		
038 E021001	9	PLEASANT ST	25:PARKING LOTS	7-19 PLEASANT STREET LLC		
038 E022001	9	PLEASANT ST	25:PARKING LOTS	7-19 PLEASANT STREET LLC		
038 E023001	15	PLEASANT ST	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC		
038 E024001	21	PLEASANT ST	27:MULTI-USE COMMERCIAL	ANADILYA PROPERTIES LLC		
038 E025001	11	SOUTH ST	13:THREE FAMILY	AMORY JONATHAN &		
038 E026001	9	SOUTH ST	12:TWO FAMILY	HANSON ANJA-BRITT &		
038 E027001	5	SOUTH ST	27:MULTI-USE COMMERCIAL	FIVE SOUTH STREET LLC		
038 E029001	19	SOUTH ST	27:MULTI-USE COMMERCIAL	19 SOUTH STREET DEVELOPMENT LLC		
038 E030001	58	CENTER ST	25:PARKING LOTS	STEELE DANIEL L		
038 F004001	241	COMMERCIAL ST	24:WHOLESALE	SLM PROPERTIES INC		
038 F006001	245	COMMERCIAL ST	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
038 F008001	470	FORE ST	22:OFFICE BUSINESS	DICTAR ASSOCIATES II		
038 F009001	468	FORE ST	23:HOTEL & MOTEL	HARBOR PLAZA ASSOCIATES II		
038 F009002	468	FORE ST	22:OFFICE BUSINESS	DICTAR ASSOCIATES II		
038 F019001	19	CROSS ST	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS II LLC		
038 G001001	486	FORE ST	25:PARKING LOTS	NORTH RIVER IV LLC		
038 G00202A	269	COMMERCIAL ST	10:CONDOMINIUMS	GOSSELIN EUGENE D &		
038 G00202B	269	COMMERCIAL ST	10:CONDOMINIUMS	POE MAXWELL		
038 G00202C	269	COMMERCIAL ST	10:CONDOMINIUMS	SCHNEIDER PAUL		
038 G00202D	269	COMMERCIAL ST	10:CONDOMINIUMS	CUMMING JEAN S &		
038 G00202E	269	COMMERCIAL ST	10:CONDOMINIUMS	DEVILLIER JACQUES K		
038 G00202F	269	COMMERCIAL ST	10:CONDOMINIUMS	MCKENZIE ANNE-MARIE &		
038 G00203A	269	COMMERCIAL ST	10:CONDOMINIUMS	ALBEE PETER J		
038 G00203B	269	COMMERCIAL ST	10:CONDOMINIUMS	RICE LEE P		
038 G00203C	269	COMMERCIAL ST	10:CONDOMINIUMS	NORCHI CHARLES H		
038 G00203D	269	COMMERCIAL ST	10:CONDOMINIUMS	HUDON WILFRED R		
038 G00203E	269	COMMERCIAL ST	10:CONDOMINIUMS	CONKLIN HENRY C		
038 G00203F	269	COMMERCIAL ST	10:CONDOMINIUMS	TUCKER HAROLD W III		
038 G00204A	269	COMMERCIAL ST	10:CONDOMINIUMS	SERNOFFSKY SUSAN		
038 G00204B	269	COMMERCIAL ST	10:CONDOMINIUMS	269 COMMERCIAL LLC		
038 G00204C	269	COMMERCIAL ST	10:CONDOMINIUMS	VANTAGE RETIREMENT PLANS LLC		
038 G00204D	269	COMMERCIAL ST	10:CONDOMINIUMS	KIMBLE ELLEN SUE		
038 G00204E	269	COMMERCIAL ST	10:CONDOMINIUMS	LOWRY KATE		
038 G00204F	269	COMMERCIAL ST	10:CONDOMINIUMS	WONG ROCKET &		
038 G00205A	269	COMMERCIAL ST	10:CONDOMINIUMS	BERG ERIC O JR TRUSTEE		
038 G00205B	269	COMMERCIAL ST	10:CONDOMINIUMS	TARBOX JEFFERY H		
038 G00205C	269	COMMERCIAL ST	10:CONDOMINIUMS	CALDWELL ROBERT A		
038 G00205D	269	COMMERCIAL ST	10:CONDOMINIUMS	MUEHLE BRENNAL		
038 G00205E	269	COMMERCIAL ST	10:CONDOMINIUMS	FLAHERTY CHRISTOPHER F		
038 G00205F	269	COMMERCIAL ST	10:CONDOMINIUMS	FOSTER ANTHONY W		
038 G002267	269	COMMERCIAL ST	20:COMMERCIAL CONDOS	267 COMMERCIAL STREET LLC		
038 G002271	269	COMMERCIAL ST	20:COMMERCIAL CONDOS	JKC LLC		
038 G005001	9	CENTER ST	23:HOTEL & MOTEL	FATHOM CC LLC		
038 I001001	28	FREE ST	27:MULTI-USE COMMERCIAL	40 FREE LLC		
038 I003001	15	SPRING ST	25:PARKING LOTS	BROWN J B & SONS		
038 I018001	46	FREE ST	21:RETAIL SERVICES	BROWN J B & SONS		
039 A001001	626	CONGRESS ST	21:RETAIL SERVICES	PARK WONBAE &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
039 A002001	622	CONGRESS ST	21:RETAIL SERVICES	WAYNE ENTERPRISES LLC		
039 A005001	616	CONGRESS ST	21:RETAIL SERVICES	614 CONGRESS STREET LLC		
039 A006001	143	PARK ST	25:PARKING LOTS	614 CONGRESS STREET LLC		
039 A007001	612	CONGRESS ST	25:PARKING LOTS	RICE GEOFFREY I		
039 A008001	610	CONGRESS ST	21:RETAIL SERVICES	19 SOUTH STREET LLC		
039 A009001	608	CONGRESS ST	21:RETAIL SERVICES	19 SOUTH STREET LLC		
039 A010001	606	CONGRESS ST	21:RETAIL SERVICES	602 CONGRESS LLC		
039 A011001	141	PARK ST	25:PARKING LOTS	WAYNE ENTERPRISES LLC		
039 A013001	600	CONGRESS ST	22:OFFICE BUSINESS	602 CONGRESS LLC		
039 A016001	122	HIGH ST	40:VACANT LAND	PACIFIC & SOUTHERN COMPANY INC		
039 A016002	122	HIGH ST	25:PARKING LOTS	PACIFIC AND SOUTHERN LLC		
039 A017001	128	HIGH ST	22:OFFICE BUSINESS	PACIFIC & SOUTHERN COMPANY INC		
039 A027001	116	HIGH ST	26:PRIVATE CLUBS	CUMBERLAND CLUB		
039 A028001	135	SPRING ST	04:BED & BREAKFAST	THE WREN LLC		
039 A029001	133	SPRING ST	27:MULTI-USE COMMERCIAL	STADLER CECILE		
039 A030001	131	SPRING ST	27:MULTI-USE COMMERCIAL	NOUVEAU-NE LLC		
039 A031001	129	SPRING ST	27:MULTI-USE COMMERCIAL	129 SPRING STREET LLC		
039 A032001	127	SPRING ST	25:PARKING LOTS	CUMBERLAND CLUB		
039 A035001	110	HIGH ST	27:MULTI-USE COMMERCIAL	SOUTH 504 LLC		
039 A037001	106	HIGH ST	21:RETAIL SERVICES	M2BM LLC		
039 A038001	612	CONGRESS ST	21:RETAIL SERVICES	BLUE BAY LLC		
039 B001001	97	SPRING ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 B003001	142	FREE ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 B004001	130	FREE ST	25:PARKING LOTS	MAINEHEALTH		
039 B007001	128	FREE ST	21:RETAIL SERVICES	MAINEHEALTH		
039 B008001	120	FREE ST	25:PARKING LOTS	MAINEHEALTH		
039 B011001	44	OAK ST	20:COMMERCIAL CONDOS	EVERYTHING LLC		
039 B011002	44	OAK ST	20:COMMERCIAL CONDOS	EVERYTHING LLC		
039 B011003	44	OAK ST	20:COMMERCIAL CONDOS	CLOUD SKY LLC		
039 B011004	44	OAK ST	10:CONDOMINIUMS	KEON MICHAEL P		
039 B013001	148	FREE ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 B015001	87	SPRING ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 C001002	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C00101A	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C00101B	110	FREE ST	20:COMMERCIAL CONDOS	MAINEHEALTH		
039 C00101C	110	FREE ST	20:COMMERCIAL CONDOS	MAINEHEALTH		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
039 C0010GB	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C0010GC	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001301	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001302	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001GA1	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001GA2	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C002001	0	FREE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
039 D005001	98	HIGH ST	56:GOVERNMENTAL	CITY OF PORTLAND		
039 E001001	94	SPRING ST ARTERIAL	56:GOVERNMENTAL	CITY OF PORTLAND		
039 E008001	93	HIGH ST	22:OFFICE BUSINESS	GREATER PORTLAND		
039 E009001	87	HIGH ST	54:BENEVOLENT & CHARITABLE	ST ELIZABETH'S ROMAN		
039 E010001	88	SPRING ST	23:HOTEL & MOTEL	LAFAYETTE PORTLAND LLC		
039 F001001	40	SPRING ST ARTERIAL	25:PARKING LOTS	LAFAYETTE PORTLAND LLC		
039 F013001	59	PLEASANT ST	32:WAREHOUSE & STORAGE	BAKERY LIMITED LIABILITY CO		
039 F017001	22	SOUTH ST	12:TWO FAMILY	LOMBARDI BRIAN D		
039 F018001	20	SOUTH ST	12:TWO FAMILY	SCHMIDT REMINGTON O		
039 F019001	16	SOUTH ST	12:TWO FAMILY	LEWIS CLARENCE MICHAEL &		
039 F020001	14	SOUTH ST	12:TWO FAMILY	MCLAUGHLIN KATHERINE A TRUSTEE		
039 F021001	10	SOUTH ST	25:PARKING LOTS	BROWN J B & SONS		
039 F022001	37	PLEASANT ST	10:CONDOMINIUMS	SERAICHICK SUSAN &		
039 F022002	37	PLEASANT ST	10:CONDOMINIUMS	WEATHERFORD CLAUDINE &		
039 F022003	37	PLEASANT ST	10:CONDOMINIUMS	WATSON MICHAEL P &		
039 F022004	37	PLEASANT ST	10:CONDOMINIUMS	HOLT MYRA FUJIMOTO TRUSTEE		
039 F022005	37	PLEASANT ST	10:CONDOMINIUMS	COMEAU PETER W &		
039 F022006	37	PLEASANT ST	10:CONDOMINIUMS	HAAS JOHN E &		
039 F023001	35	PLEASANT ST	20:COMMERCIAL CONDOS	35 PLEASANT ST LLC		
039 F023002	35	PLEASANT ST	10:CONDOMINIUMS	REITER LAUREN J &		
039 F025001	24	SOUTH ST	58:LAND BANKS	CITY OF PORTLAND		
039 F026001	22	SOUTH ST	40:VACANT LAND	LOMBARDI DEBRA &		
040 A001001	79	HIGH ST	16:11 TO 20 FAMILY	AVESTA INGRAHAM HOUSE LLC		
040 A002001	98	PLEASANT ST	14:FOUR FAMILY	O'SULLIVAN PATRICIA &		
040 A003001	92	PLEASANT ST	12:TWO FAMILY	CROTEAU COLLEEN O &		
040 A004001	88	PLEASANT ST	15:5 TO 10 FAMILY	C M SCRIBNER & CO LIMITED		
040 A005001	76	PLEASANT ST	25:PARKING LOTS	LAFAYETTE PORTLAND LLC		
040 A008001	74	PLEASANT ST	25:PARKING LOTS	BROWN J B & SONS		
040 A009001	68	PLEASANT ST	14:FOUR FAMILY	SCHWARTZ DONNA L		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 A010001	54	MAPLE ST	27:MULTI-USE COMMERCIAL	AXE CAP LLC		
040 A011001	67	HIGH ST	11:SINGLE FAMILY	SCHAIR ANNEMIEKE		
040 A013001	53	DANFORTH ST	17:21 PLUS FAMILY	53 DANFORTH STREET LP		
040 A014001	52	MAPLE ST	11:SINGLE FAMILY	ADLER BRENT		
040 A015001	65	HIGH ST	15:5 TO 10 FAMILY	BRICKLIGHT PROPERTIES LLC		
040 A016001	81	DANFORTH ST	17:21 PLUS FAMILY	DANFORTH ON HIGH LP		
040 A017001	77	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A018001	75	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A019001	71	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A022001	67	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A024001	63	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A027001	50	MAPLE ST	11:SINGLE FAMILY	BRIGHAM JORDAN &		
040 A028001	46	MAPLE ST	40:VACANT LAND	BROWN J B & SONS		
040 A030001	69	HIGH ST	16:11 TO 20 FAMILY	BRICKLIGHT PROPERTIES LLC		
040 B001001	55	MAPLE ST	25:PARKING LOTS	BAKERY LIMITED LIABILITY CO		
040 B002001	58	PLEASANT ST	25:PARKING LOTS	BROWN J B & SONS		
040 B003001	54	PLEASANT ST	13:THREE FAMILY	JR SAPPERSTEIN HOLDINGS LLC		
040 B004001	44	PLEASANT ST	27:MULTI-USE COMMERCIAL	44 PLEASANT STREET LLC		
040 B006001	40	PLEASANT ST	11:SINGLE FAMILY	SPERRY ELISABETH &		
040 B007001	23	DANFORTH ST	27:MULTI-USE COMMERCIAL	SCHWARTZ DONNA L		
040 B008001	32	PLEASANT ST	22:OFFICE BUSINESS	32 PLEASANT STREET LLC		
040 B009001	30	PLEASANT ST	10:CONDOMINIUMS	LEVANDOSKI THERESE M		
040 B009002	30	PLEASANT ST	10:CONDOMINIUMS	HANSON JUNE ANDREA		
040 B009003	30	PLEASANT ST	10:CONDOMINIUMS	HOULE RONALD J &		
040 B010001	20	PLEASANT ST	12:TWO FAMILY	18 PLEASANT STREET ASSOCIATES		
040 B012001	18	PLEASANT ST	22:OFFICE BUSINESS	18 PLEASANT ST ASSOC		
040 B013001	14	PLEASANT ST	11:SINGLE FAMILY	GIOBBI CARLO A JR &		
040 B015001	10	PLEASANT ST	25:PARKING LOTS	GIOBBI CARLO A JR &		
040 B017001	4	PLEASANT ST	21:RETAIL SERVICES	SANTE LLC		
040 B018001	51	MAPLE ST	40:VACANT LAND	BRIGHAM JORDAN &		
040 B020001	35	DANFORTH ST	21:RETAIL SERVICES	TOBEY LINDA W		
040 B021001	33	DANFORTH ST	13:THREE FAMILY	FOX STEPHEN H		
040 B022001	29	DANFORTH ST	40:VACANT LAND	SCHAIR-CARDONA ERICA &		
040 B023001	13	DANFORTH ST	25:PARKING LOTS	WRIGHT-RYAN REAL ESTATE LLC		
040 B028001	1	DANFORTH ST	21:RETAIL SERVICES	SANTE LLC		
040 B032001	45	DANFORTH ST	21:RETAIL SERVICES	CIGRI & DENG PROPERTIES LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 B033001	56	PLEASANT ST	10:CONDOMINIUMS	SPRAGUE ERIC T		
040 B033002	56	PLEASANT ST	10:CONDOMINIUMS	MARCOUX VANESSA L &		
040 B033003	56	PLEASANT ST	10:CONDOMINIUMS	RUNNING SALLY		
040 C001001	51	HIGH ST	16:11 TO 20 FAMILY	GILLIS PETER J		
040 C002001	78	DANFORTH ST	15:5 TO 10 FAMILY	WEST COMPANY		
040 C005001	101	YORK ST	20:COMMERCIAL CONDOS	BROWN J B & SONS		
040 C005201	25	HIGH ST	10:CONDOMINIUMS	VEALE PATRICK J &		
040 C005202	25	HIGH ST	10:CONDOMINIUMS	ESCHBACH KELLY S &		
040 C005203	25	HIGH ST	10:CONDOMINIUMS	KLEINLERER MICHAL FRED A		
040 C005204	25	HIGH ST	10:CONDOMINIUMS	PARK KYUNG SAM		
040 C005206	25	HIGH ST	10:CONDOMINIUMS	MYSA RENTALS LLC		
040 C005207	25	HIGH ST	10:CONDOMINIUMS	CARRAHER DARIN L		
040 C005208	25	HIGH ST	10:CONDOMINIUMS	LAGHAEI FARID &		
040 C005209	25	HIGH ST	10:CONDOMINIUMS	GATOS PAMELA &		
040 C005210	25	HIGH ST	10:CONDOMINIUMS	239 MADISON AVENUE ASSOCIATES LLC		
040 C005211	25	HIGH ST	10:CONDOMINIUMS	LIEBERMAN KYLE A ETAL JTS		
040 C005212	25	HIGH ST	10:CONDOMINIUMS	WEATHERILL CAROLINE AVERY		
040 C005213	25	HIGH ST	10:CONDOMINIUMS	PRICE JASON LLOYD &		
040 C005214	25	HIGH ST	10:CONDOMINIUMS	DIRECTOR STEVEN &		
040 C005215	25	HIGH ST	10:CONDOMINIUMS	CUSHMAN ROBIN MARI TRUSTEE		
040 C005216	25	HIGH ST	10:CONDOMINIUMS	CHADBOURNE DENNIS S		
040 C005301	25	HIGH ST	10:CONDOMINIUMS	LYONS THOMAS W &		
040 C005302	25	HIGH ST	10:CONDOMINIUMS	HARROW DAVID		
040 C005303	25	HIGH ST	10:CONDOMINIUMS	SMITH TEALE &		
040 C005304	25	HIGH ST	10:CONDOMINIUMS	BROWN LAUREN HINSON &		
040 C005305	25	HIGH ST	10:CONDOMINIUMS	WRIGHT WILLIAM R &		
040 C005306	25	HIGH ST	10:CONDOMINIUMS	LACOGNATA STUART A		
040 C005307	25	HIGH ST	10:CONDOMINIUMS	GRIFFIN ALEXANDER &		
040 C005308	25	HIGH ST	10:CONDOMINIUMS	MARTINEZ DANIEL M &		
040 C005309	25	HIGH ST	10:CONDOMINIUMS	ADLER SUSAN		
040 C005310	25	HIGH ST	10:CONDOMINIUMS	MORRIS AARON		
040 C005311	25	HIGH ST	10:CONDOMINIUMS	LAMPNER GLENNA H &		
040 C005312	25	HIGH ST	10:CONDOMINIUMS	MCCARTHY SHAUN N &		
040 C005313	25	HIGH ST	10:CONDOMINIUMS	GRIDLEY GUY G		
040 C005314	25	HIGH ST	10:CONDOMINIUMS	MAHMOUD AMMAR		
040 C005315	25	HIGH ST	10:CONDOMINIUMS	MARICHEL LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 C005316	25	HIGH ST	10:CONDOMINIUMS	MILLER DEREK		
040 C005401	25	HIGH ST	10:CONDOMINIUMS	KEELING MATTHEW R &		
040 C005402	25	HIGH ST	10:CONDOMINIUMS	TAMASHIRO KASEY-KALEI		
040 C005403	25	HIGH ST	10:CONDOMINIUMS	WOON ASHLEY HARDI		
040 C005404	25	HIGH ST	10:CONDOMINIUMS	MORSE KRISTY M		
040 C005405	25	HIGH ST	10:CONDOMINIUMS	CHEUNG PATRICIA K		
040 C005406	25	HIGH ST	10:CONDOMINIUMS	SKACEL LAURA E		
040 C005407	25	HIGH ST	10:CONDOMINIUMS	SHELLEY W KIRBY &		
040 C005408	25	HIGH ST	10:CONDOMINIUMS	WELCH STANLEY E &		
040 C005409	25	HIGH ST	10:CONDOMINIUMS	PIASIO GEOFF B		
040 C005410	25	HIGH ST	10:CONDOMINIUMS	SADLER CLIFFORD H &		
040 C005411	25	HIGH ST	10:CONDOMINIUMS	SCHAFER MORGAN &		
040 C005412	25	HIGH ST	10:CONDOMINIUMS	KRONENBERG MARIANNE L &		
040 C005413	25	HIGH ST	10:CONDOMINIUMS	DORNEMAN PENELOPE LEE &		
040 C005414	25	HIGH ST	10:CONDOMINIUMS	BARNETT THOMAS R &		
040 C005415	25	HIGH ST	10:CONDOMINIUMS	MUNDHENK THOMAS &		
040 C005416	25	HIGH ST	10:CONDOMINIUMS	ROSS NATHAN T &		
040 C005501	25	HIGH ST	10:CONDOMINIUMS	CHANG BENNY &		
040 C005502	25	HIGH ST	10:CONDOMINIUMS	JOHNSTON EDWARD R &		
040 C005503	25	HIGH ST	10:CONDOMINIUMS	HARK ROBERT S &		
040 C005504	25	HIGH ST	10:CONDOMINIUMS	FREEDMAN PAUL R TRUSTEE		
040 C005505	25	HIGH ST	10:CONDOMINIUMS	JOHNSON THOMAS		
040 C005506	25	HIGH ST	10:CONDOMINIUMS	MARSDEN DAVID &		
040 C005507	25	HIGH ST	10:CONDOMINIUMS	LADAN LUKA		
040 C005508	25	HIGH ST	10:CONDOMINIUMS	CARTER DONALD D JR &		
040 C005509	25	HIGH ST	10:CONDOMINIUMS	GALLUZZO DONNA &		
040 C005510	25	HIGH ST	10:CONDOMINIUMS	LARLEE BRENT A &		
040 C005511	25	HIGH ST	10:CONDOMINIUMS	OSTERGAARD LLC		
040 C005512	25	HIGH ST	10:CONDOMINIUMS	DANIELSEN KERRY E		
040 C005513	25	HIGH ST	10:CONDOMINIUMS	CONRAD ERIC &		
040 C005514	25	HIGH ST	10:CONDOMINIUMS	SHAW DAVID E &		
040 C005515	25	HIGH ST	10:CONDOMINIUMS	PARK MIRI		
040 C005516	25	HIGH ST	10:CONDOMINIUMS	STEWART ROBERT W TRUSTEE		
040 C009001	50	DANFORTH ST	31:MANUFACTURING	BROWN J B & SONS		
040 C014001	41	HIGH ST	14:FOUR FAMILY	SACRE LINDA &		
040 C015001	37	HIGH ST	10:CONDOMINIUMS	CORRALES ANNAMARIE &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 C015002	37	HIGH ST	10:CONDOMINIUMS	SOLSTICE INVESTMENTS LLC		
040 C015003	37	HIGH ST	10:CONDOMINIUMS	BAILLARGEON CHARLES C		
040 C015004	37	HIGH ST	10:CONDOMINIUMS	THIS THYME AROUND LLC		
040 C016001	31	HIGH ST	12:TWO FAMILY	BERNOTAVICZ JARAD		
040 C021001	27	HIGH ST	27:MULTI-USE COMMERCIAL	BROWN J B & SONS		
040 C026001	75	YORK ST	24:WHOLESALE	75 YORK STREET LLC		
040 C030001	53	YORK ST	21:RETAIL SERVICES	CASTINE 53 LLC		
040 D001001	20	DANFORTH ST	22:OFFICE BUSINESS	BROWN J B & SONS		
040 D002001	10	DANFORTH ST	22:OFFICE BUSINESS	WRIGHT-RYAN REAL ESTATE LLC		
040 E001001	40	YORK ST	25:PARKING LOTS	BROWN J B & SONS		
040 E003001	311	COMMERCIAL ST	10:CONDOMINIUMS	SAMBATAKOS JOHN P &		
040 E003002	311	COMMERCIAL ST	10:CONDOMINIUMS	HIGONNET CAMILLE		
040 E003003	311	COMMERCIAL ST	10:CONDOMINIUMS	WOODS MARY A &		
040 E003004	311	COMMERCIAL ST	10:CONDOMINIUMS	LEVIN-MARTIN MINDY F &		
040 E003005	311	COMMERCIAL ST	10:CONDOMINIUMS	TAYLOR-CHIARELLO ROBIN		
040 E003006	311	COMMERCIAL ST	10:CONDOMINIUMS	DODGE MEREDITH A &		
040 E003007	311	COMMERCIAL ST	10:CONDOMINIUMS	KRUTHOFF CATHERINE H &		
040 E003008	311	COMMERCIAL ST	10:CONDOMINIUMS	JR SEELY COMPANY LLC		
040 E003009	311	COMMERCIAL ST	10:CONDOMINIUMS	KROON THOMAS J &		
040 E00300H	311	COMMERCIAL ST	20:COMMERCIAL CONDOS	JBB HOSPITALITY I LLC		
040 E00300R	311	COMMERCIAL ST	20:COMMERCIAL CONDOS	TIQA LEGACY LLC		
040 E003010	311	COMMERCIAL ST	10:CONDOMINIUMS	GRIMM KRISTY &		
040 E003011	311	COMMERCIAL ST	10:CONDOMINIUMS	CLANCY PAUL		
040 E003012	311	COMMERCIAL ST	10:CONDOMINIUMS	HOUCK THOMAS K &		
040 E003013	311	COMMERCIAL ST	10:CONDOMINIUMS	SNITE DEBORAH		
040 E003014	311	COMMERCIAL ST	10:CONDOMINIUMS	POWER CHRISTOPHER J &		
040 F009001	305	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	BAXTER PLACE LLC		
040 F011001	14	YORK ST	22:OFFICE BUSINESS	BROWN J B & SONS		
041 A015001	260	COMMERCIAL ST	24:WHOLESALE	WATERFRONT MAINE BT LLC		
041 A016001	252	COMMERCIAL ST	22:OFFICE BUSINESS	WATERFRONT MAINE		
042 A001001	379	COMMERCIAL ST	23:HOTEL & MOTEL	NPCC LLC		
042 A002140	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002141	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002143	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002144	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002145	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
042 A002146	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002200	383	COMMERCIAL ST	10:CONDOMINIUMS	BRUCE ELIZABETH B		
042 A002201	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002202	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002203	383	COMMERCIAL ST	10:CONDOMINIUMS	ALEXANDER LORI &		
042 A002204	383	COMMERCIAL ST	10:CONDOMINIUMS	YOUNG BRADLEY S &		
042 A002300	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002301	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002302	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002303	383	COMMERCIAL ST	10:CONDOMINIUMS	LANE RYAN S		
042 A002304	383	COMMERCIAL ST	10:CONDOMINIUMS	SKELLY ABIGAIL M &		
042 A002305	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002306	383	COMMERCIAL ST	10:CONDOMINIUMS	LEE FRANK		
042 A002307	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002308	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002309	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002310	383	COMMERCIAL ST	10:CONDOMINIUMS	MUMME YVONNE B &		
042 A002311	383	COMMERCIAL ST	10:CONDOMINIUMS	DIRKMAAT ERIK L &		
042 A002312	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002313	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002314	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002315	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002316	383	COMMERCIAL ST	10:CONDOMINIUMS	FECHER RICHARD J &		
042 A002317	383	COMMERCIAL ST	10:CONDOMINIUMS	KENNEDY TODD M		
042 A002318	383	COMMERCIAL ST	10:CONDOMINIUMS	FAVREAU SCOTT A &		
042 A002319	383	COMMERCIAL ST	10:CONDOMINIUMS	UZEE JOHN H		
042 A002320	383	COMMERCIAL ST	10:CONDOMINIUMS	KALM HARBOUR LLC		
042 A002321	383	COMMERCIAL ST	10:CONDOMINIUMS	HALLOCK BRADLEY L &		
042 A002400	383	COMMERCIAL ST	10:CONDOMINIUMS	MJECO LLC		
042 A002401	383	COMMERCIAL ST	10:CONDOMINIUMS	COOK RICHARD F JR		
042 A002402	383	COMMERCIAL ST	10:CONDOMINIUMS	CARAMANDO ANTHONY N		
042 A002403	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002404	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002405	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002406	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002407	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
042 A002408	383	COMMERCIAL ST	10:CONDOMINIUMS	RUGGLES PATRICIA WELLS		
042 A002409	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002410	383	COMMERCIAL ST	10:CONDOMINIUMS	HOLMES JOANNE C TRUSTEE		
042 A002411	383	COMMERCIAL ST	10:CONDOMINIUMS	TOPPER DAVID C &		
042 A002412	383	COMMERCIAL ST	10:CONDOMINIUMS	DARBY DOUGLAS M		
042 A002413	383	COMMERCIAL ST	10:CONDOMINIUMS	DERRIEY LIONEL H		
042 A002414	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002415	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002416	383	COMMERCIAL ST	10:CONDOMINIUMS	SIMONDS MELISSA G		
042 A002417	383	COMMERCIAL ST	10:CONDOMINIUMS	CEFALO KYLE J		
042 A002419	383	COMMERCIAL ST	10:CONDOMINIUMS	PRATT CAROLYN R		
042 A002420	383	COMMERCIAL ST	10:CONDOMINIUMS	PARK DIANA L &		
042 A002421	383	COMMERCIAL ST	10:CONDOMINIUMS	DARBY CORINN A		
042 A002500	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002501	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002502	383	COMMERCIAL ST	10:CONDOMINIUMS	BRIKIATIS SYLVIE &		
042 A002503	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002504	383	COMMERCIAL ST	10:CONDOMINIUMS	GRADY JANET M		
042 A002505	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002506	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002507	383	COMMERCIAL ST	10:CONDOMINIUMS	LAFFERTY JEROME S &		
042 A002509	383	COMMERCIAL ST	10:CONDOMINIUMS	NIERMAN MERYL E		
042 A002510	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002511	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002512	383	COMMERCIAL ST	10:CONDOMINIUMS	COSTANTINO PAUL &		
042 A002513	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002514	383	COMMERCIAL ST	10:CONDOMINIUMS	GLOVER DAWSON COLEMAN IV		
042 A002515	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002516	383	COMMERCIAL ST	10:CONDOMINIUMS	RITTENBERG RHONDA L &		
042 A002517	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002519	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002520	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002521	383	COMMERCIAL ST	10:CONDOMINIUMS	DAVIN CHRISTOPHER P &		
042 A002600	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002601	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002602	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
042 A002603	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002604	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002605	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002606	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002607	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002608	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002609	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002610	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002611	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002701	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002702	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002704	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002705	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002706	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A003001	387	COMMERCIAL ST	21:RETAIL SERVICES	DPD LOT 3 LLC		
042 A007001	54	YORK ST	55:LITERARY & SCIENTIFIC	UNITY COLLEGE		
042 C001110	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001120	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001130	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114A	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114B	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114C	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114D	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001150	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001160	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001170	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00118A	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00118B	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001190	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001210	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001310	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001320	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001330	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001CCL	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
045 A001001	660	CONGRESS ST	27:MULTI-USE COMMERCIAL	A K LONGFELLOW LLC		
045 A002001	656	CONGRESS ST	27:MULTI-USE COMMERCIAL	RICE GEOFFREY I		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED, WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
045 A003001	638	CONGRESS ST	27:MULTI-USE COMMERCIAL	638 CONGRESS STREET		
045 A033001	177	STATE ST	15:5 TO 10 FAMILY	RANS LLC		
045 A034001	664	CONGRESS ST	21:RETAIL SERVICES	RANS LLC		
045 A035001	670	CONGRESS ST	21:RETAIL SERVICES	LONGFELLOW SQUARE		
046 C011001	675	CONGRESS ST	27:MULTI-USE COMMERCIAL	RITA LINDA LLC		
046 C012001	673	CONGRESS ST	21:RETAIL SERVICES	DOUKAS ANDREW J		
046 C013001	671	CONGRESS ST	21:RETAIL SERVICES	DOUKAS ANDREW J &		
046 C019001	667	CONGRESS ST	27:MULTI-USE COMMERCIAL	REDFERN LONGFELLOW LLC		
046 D008001	15	AVON ST	11:SINGLE FAMILY	WIEDERKEHR RYAN A		
046 D017001	156	HIGH ST	53:RELIGIOUS	WILLISTON-IMMANUEL UNITED CHURCH		
046 D018001	653	CONGRESS ST	21:RETAIL SERVICES	RICE GEOFFREY TRUSTEE		
046 D021001	655	CONGRESS ST	27:MULTI-USE COMMERCIAL	TRELAWNY 657 LLC		
046 D022001	645	CONGRESS ST	27:MULTI-USE COMMERCIAL	BAYSIDE MAINE LLC		
046 D026001	633	CONGRESS ST	27:MULTI-USE COMMERCIAL	BURNHAM ARMS LLC		
046 D027001	629	CONGRESS ST	40:VACANT LAND	BURNHAM ARMS ANNEX LLC		
046 D028001	625	CONGRESS ST	21:RETAIL SERVICES	BURNHAM ARMS ANNEX LLC		
046 D029001	619	CONGRESS ST	22:OFFICE BUSINESS	BAXTER BUILDING LLC		
046 D031001	142	HIGH ST	22:OFFICE BUSINESS	CROSTONE PORTLAND LLC		
055 E037001	190	STATE ST	27:MULTI-USE COMMERCIAL	HUCKSTER'S ROW PROPERTIES LLC		
055 E039001	188	STATE ST	27:MULTI-USE COMMERCIAL	LONGFELLOW SQUARE		
444 A001001	54	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND		
444 A005001	46	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND		
444 A00500B	46	COMMERCIAL ST	20:COMMERCIAL CONDOS	CASCO BAY MHR LLC		
444 A011001	54	COMMERCIAL ST	58:LAND BANKS	CITY OF PORTLAND		
TOTALS:						

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

AGREEMENT made as of the 1st day of July, 2021, (the “Effective Date”) by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the “City”) and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine (“**Portland Downtown**” or “**PD**”).

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the “Downtown Improvement District” (hereinafter, the “District”), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City (“Supplemental Services”) and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

- a. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2022 (the “Term”).

ARTICLE II. Financial Considerations

- a. The City will levy development district assessments (“Development District Assessments”) on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

- b. For the period commencing on the Effective Date and ending June 30, 2022, the City will pay Portland Downtown in monthly installments, to reflect the Development District Assessments collected by the City net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2021 through and including June 1, 2022. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Nine Thousand Six Hundred Fifty Dollars (\$9,650.00). In addition, the City is entitled to withhold an estimate of uncollected development district assessments from payment to Portland Downtown. The estimate will be provided to Portland Downtown by 2/15/2022. Any difference between estimated and actual uncollected Development District Assessments will be trued up in the next fiscal year pursuant to subsection c below.
- c. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Agreement with the City, and considering any prior payments made as per Section b. City will provide Portland Downtown with written detail as to any deductions taken from payments under this paragraph.
- d. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.
- e. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2021, and ending on June 30, 2022, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.
- f. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- g. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

- a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the “Baseline City Services”). The specific nature and amount of such Baseline City Services shall be determined in the City’s reasonable discretion.
- b. The City may reduce the Baseline City Services in its discretion at any time, but only as part of a City-wide reduction in such services.

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

- a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City’s provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in equal monthly installments during the term of this Agreement.
- b. The City shall endeavor to assign the following City staff (the “City Downtown Staff”) to perform the Supplemental Downtown District Services weekly during the term of this Agreement:

1 Public Works Supervisor – Daytime
1 Portland Downtown Steward – Daytime
4 Maintenance Workers – 3 Daytime and 1 Overnight
1 Seasonal Laborer, April 15 – October 31 - Days

The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City’s best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services.

- c. The City’s Public Works Director and/or designee (the “City Director”) and Portland Downtown’s Executive Director and/or designee (the “PD Director”) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.
- d. Portland Downtown and City Manager will meet annually to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.
- e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services

with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials" as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

- f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 20, 2022, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.
- g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.
- h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or his designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

- a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
- b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:
 - i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

- ii. Establish positions for administration and management of its programs; recruit, hire, and pay and otherwise supervise its work force necessary to implement this charge.
- iii. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
- iv. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
- v. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
- vi. Maintain all minutes and records of Portland Downtown proceedings as may be required.
- vii. Participate in decoration and beautification of public places in the District.
- viii. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
- ix. Provide advice or feedback to City staff about proposed events in public spaces within the District.
- x. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
- xi. Maintain existing pedestrian way finding signage for the District in accordance with applicable City codes and ordinances.
- xii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
- xiii. Manage Visitor Information Booth in Tommy's Park.
- xiv. Wash, maintain and relocate street furniture, trash cans, street lanterns, and undertake minor repairs to street furniture.
- xv. Engage in partnerships with other organizations to provide programs and services.
- xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, prior to the installation of any banners.
- xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

- a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.
- b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of his intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.
- c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from the Effective Date to December 31, 2021, and January 1, 2022 to June 30, 2022; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.
- d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily

performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.
- e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

Portland Downtown covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

- a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.
 3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

- a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Portland Downtown will procure and maintain occurrence-based Automobile Liability Insurance 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, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, Portland Downtown shall name the City as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Portland Downtown shall furnish the City and thereafter maintain certificates evidencing all such coverages, which

certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Portland Downtown shall provide City with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions.

Article XII. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2021.

WITNESS

CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

WITNESS

**DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

By: _____

David Packard
Its Board Chair

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

EXHIBIT A

(Insert Map of District)

**Portland
Downtown District
Boundary Map**

June 18, 2018

EXHIBIT A

Legend

Portland Downtown District also 7/1/2018



EXHIBIT B

(Insert Legal Description of District)

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

(Insert Portland Downtown Budget)

PORTLAND DOWNTOWN BUDGET FY22

Estimated valuation \$961,998,370

FY 22 Budget		
INCOME		
ASSESSMENT INCOME	\$	1,036,500.00
EVENT INCOME		
LIGHT UP YOUR HOLIDAYS		
TREE LIGHTING SPONSORSHIPS	\$	7,500.00
WINDOW DISPLAY CONTEST SPONSOR	\$	1,000.00
HORSE + WAGON RIDE SPONSORSHIPS	\$	
SHOP FOR A CAUSE SPONSORSHIP	\$	2,000.00
MERRY MADNESS TICKET SALES	\$	11,000.00
MERRY MADNESS SPONSORSHIP	\$	7,500.00
Total Light Up Your Holidays		
POLICE AWARDS BREAKFAST	\$	5,000.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP SPONSORSHIP	\$	1,000.00
OPF SPONSORSHIPS		
OPF INCOME		
Total Summer Kick Off Weekend		
Total EVENT INCOME	\$	39,000.00
DIRECTORY PARTNERSHIP/CONTRIBUTION		0
GRANT INCOME	\$	1,000.00
CONTRIBUTIONS INCOME	\$	500.00
PARK & WORK INCOME	\$	250.00
Total Income	\$	1,116,250.00
Expense		
CLEAN INITIATIVES		
SUPPLEMENTAL SERVICES CONTRACT	\$	414,126.00
FIXED FEE FOR DID ADMIN	\$	9,650.00
ESTIMATED NONCOLLECTION	\$	10,365.00
REPAIRS & IMPROVEMENTS	\$	7,500.00

Total Clean Initiatives	\$	441,641.00
EMPLOYEE COSTS		
PAYROLL	\$	255,000.00
HEALTH & DENTAL		\$35,000.00
LIFE & DISABILITY INSURANCE	\$	3,750.00
PAYROLL PROCESSING FEE	\$	1,400.00
PAYROLL TAX EXPENSE	\$	18,000.00
EMPLOYEE PARKING & BUS	\$	5,000.00
UBIT (Federal Transportation Tax)		
SIMPLE IRA MATCH	\$	4,000.00
Total Employee Costs	\$	322,150.00
PROGRAMS & PARTNERSHIPS		
WINTER LIGHTS/PANDORA LACASSE	\$	62,000.00
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000.00
POLICE CADET PROGRAM EXPENSE	\$	45,000.00
LEARNING WORKS	\$	20,000.00
MILESTONE HOMETEAM	\$	10,000.00
PEER OUTREACH WORKER PROGRAM	\$	6,000.00
Total Programs & Partnerships	\$	153,000.00
RENT & UTILITIES		
RENT	\$	21,000.00
CAM CHARGES	\$	11,000.00
TAXES- PERSONAL PROPERTY	\$	600.00
ELECTRIC	\$	1,700.00
GAS		
TELEPHONE & INTERNET	\$	3,800.00
Total Rent & Utilities	\$	38,100.00
OPERATIONS		
BANK SERVICE CHARGES	\$	100.00
CLEANING	\$	4,800.00
COPIER	\$	3,200.00
IT SUPPORT	\$	1,250.00
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,500.00
EQUIPMENT EXPENSE	\$	2,000.00

POSTAGE	\$	3,500.00
SUPPLIES	\$	4,000.00
WEBSITE HOSTING + DEVELOPMENT	\$	1,500.00
SUBCONTRACTORS	\$	4,000.00
CONTINGENCY FUND	\$	5,000.00
RESERVE FUND	\$	20,000.00
Total Operations	\$	53,850.00
MARKETING		
GENERAL MARKETING	\$	15,000.00
DIRECTORY DISTRIBUTION		
SPONSORSHIPS/PARTNERSHIPS	\$	3,000.00
30 YEAR ANNIVERSARY BRAND UPGRADE	\$	5,000.00
Total Marketing	\$	23,000.00
INSURANCE		
DIRECTORS & OFFICERS	\$	650.00
GENERAL/EVENTS/LIQUOR	\$	6,000.00
WORKERS COMPENSATION	\$	1,200.00
Total Insurance	\$	7,850.00
PROFESSIONAL FEES		
ACCOUNTING	\$	3,500.00
ANNUAL ELECTIONS	\$	2,000.00
LEGAL	\$	2,500.00
Total Professional Fees	\$	8,000.00
ORGANIZATIONAL ACTIVITIES		
STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,500.00
MEETINGS	\$	5,000.00
PROFESSIONAL DEVELOPMENT	\$	7,500.00
Total Organizational Activities	\$	15,000.00
EVENTS		
LIGHT UP YOUR HOLIDAYS		
LUYH GENERAL MARKETING	\$	5,000.00
TREE LIGHTING: MARKETING	\$	4,500.00
TREE LIGHTING: PERFORMERS	\$	2,500.00
TREE LIGHTING: SECURITY	\$	500.00

TREE LIGHTING: STAGE & SOUND	\$	3,500.00
TREE LIGHTING EVENT MANAGEMENT	\$	500.00
RETAIL EVENTS	\$	5,000.00
WAGON RIDES		
MERRY MADNESS: MARKETING	\$	2,000.00
MERRY MADNESS: EVENT	\$	12,000.00
MERRY MADNESS EVENTBRITE FEES	\$	3,250.00
MERRY MADNESS: EVENT MANAGEMENT	\$	1,500.00
TOY FUND DONATION		
Total Light Up Your Holidays	\$	40,250.00
POLICE AWARDS BREAKFAST	\$	4,500.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00
MURAL		\$5,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP ENTERTAINMENT	\$	3,000.00
SQUARE HOP MARKETING	\$	1,000.00
OPF MARKETING		
OPF PERMITS		
OPF SECURITY		
OPF ELECTRICIAN		
OPF EVENTBRITE FEES		
OPF EVENTS MANAGER		
OPF MISC (golf carts, etc)		
Total Summer Kick Off Weekend	\$	4,000.00
TOTAL EVENTS	\$	52,750.00
PARK AND WORK		
TOTAL EXPENSE	\$	1,115,341.00
NET INCOME (LOSS)	\$	909.00

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
 - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
 - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles, and common area trees such as Tommy's Park, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.

- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.
- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
 - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
 - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
 - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalogue, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
 - Benches;
 - Trash/recycling receptacles;
 - Light pole bases; and,
 - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snow storm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Clean and maintain bathrooms located at Fore Street Parking Garage.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
 - Waived event permit fees.
 - “No Parking” signs, wooden barricades, recycling services.
 - Access to City electricity service in public spaces.
 - Police and Fire Department services for Portland Downtown’s annual Tree Lighting event.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City’s costs of the following services at the City’s standard rates:
 - Street closure expenses, including threat prevention;
 - Event personnel, including staff and managers;
 - Police and Fire personnel directly related to an event.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City’s Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F
Public Works Budget

**FY22 City Manager's Recommended Budget
Expenditure Budget Detail Report**

Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
General Fund (100 & 107):						
Public Works	Portland Downtown District 10031205				Org Total:	<u>\$414,126.00</u>
10031205 400110	PDD Salaries & Wages					\$305,310.00
	10)	\$305,310	1.00	FY22 Salaries & Wages: (a) FY22 Request: \$305,310 (b) FY22 FTE: 6.0 FY22 Position Notes: 1) MW Position (1) Replaced MW I during FY21 .	\$305,310.00	
10031205 400130	PDD Temporary Help					\$16,200.00
	10)	\$15.00 HRS	1,080	SUMMER LITTER CLEANUP 1EE * 27WKS * 40HRS * \$15.00P/H (APR15 - OCT31)	\$16,200.00	
10031205 400140	PDD Overtime Payments					\$57,686.00
	10)	\$36.51 HR	96.00	VACATION COVERAGE 1EE * 12DAYS * 8HRS (AVERAGE RATE OF ALL 6 EMPLOYEES)	\$3,504.96	
	20)	\$36.51 HR	600	WINTER PDD 5EE * 8STORMS * 15HRS	\$21,906.00	
	30)	\$36.51 HR	640	WINTER BALLFIELDS 5EE * 8STORMS * 16HRS	\$23,366.39	
	40)	\$36.51 HR	64.00	HOLIDAY LIGHT DECORATIONS 2EE * 4DAYS * 8HRS	\$2,336.64	
	50)	\$36.51 HR	180	OTHER PDD FUNCTIONS 5EE * 6HRS * 6EVENTS	\$6,571.79	
	60)	\$0.22	1.00	Round (1/26/21 pmh)	\$0.22	
10031205 400271	PDD Wearing Apparel					\$2,850.00
	20)	\$375 EACH	6.00	UNIFORMS	\$2,250.00	
	30)	\$100 EACH	5.00	GLOVES/PER'L PROTECTIVE EQUIP	\$500.00	
	40)	\$100 EACH	1.00	TEMP UNIFORM	\$100.00	
10031205 400274	PDD Cellular Phones					\$600.00
	10)	\$50.00 YR	12.00	PDD SUPERVISOR (CN)	\$600.00	
10031205 402000	PDD Administrative Svcs					\$190.00
	10)	\$190	1.00	APWA (CN) Classification FY22 New Item	\$190.00	
10031205 403560	PDD Printing					\$50.00
	10)	\$50.00 YR	1.00	BUSINESS CARDS	\$50.00	
10031205 404010	PDD M&R Buildings					\$200.00
	10)	\$200 YR	1.00	STRUCTURAL STEEL: (TREE GUARDS - BENCHES)	\$200.00	
10031205 404030	PDD M&R Vehicles					\$300.00
	10)	\$300 YR	1.00	SMALL REPAIR PARTS FOR POWER TOOLS	\$300.00	
10031205 404530	PDD Office Equip Rental					\$360.00
	10)	\$30.00 MO	12.00	PHOTOCOPIER RENTAL	\$360.00	
10031205 405510	PDD Agricultural Supply					\$400.00

**FY22 City Manager's Recommended Budget
Expenditure Budget Detail Report**

Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
	10)	\$400 YR	1.00	LOAM, SEED AND MULCH	\$400.00	
10031205 405520	PDD Supplies-All Other					\$9,100.00
	20)	\$600 YR	1.00	CHEMICAL SUPPLIES (DE-ICING/GRAFFITI REMOVAL)	\$600.00	
	30)	\$600 YR	1.00	REPAIR OF TRASH BARRELS	\$600.00	
	40)	\$1,600 EACH	4.00	REPLACEMENT BARRELS	\$6,400.00	
	50)	\$500 YR	1.00	MISC: OTHER SUPPLIES	\$500.00	
	60)	\$1,000 YR	1.00	PAINTING SUPPLIES BARRELS, BENCHES, POLES	\$1,000.00	
10031205 405530	PDD Construction Supply					\$1,000.00
	10)	\$1,000 YR	1.00	LUMBER FOR BENCH REPAIR, POSTER BOARDS	\$1,000.00	
10031205 405535	PDD Cleaning Supplies					\$1,000.00
	10)	\$1,000 YR	1.00	CLEANING SUPPLIES	\$1,000.00	
10031205 405550	PDD Medical Supplies					\$200.00
	10)	\$200 YR	1.00	MOBILE FIRST AID KITS	\$200.00	
10031205 405560	PDD Minor Equipment					\$2,400.00
	10)	\$800 YR	1.00	MISC HAND TOOLS (RAKES, SHOVELS ETC)	\$800.00	
	20)	\$1,600 YR	1.00	TRASH CAN LINERS 25 * 20GAL * \$30 = \$750.00 25 * 31GAL * \$34 = \$850.00	\$1,600.00	
10031205 405565	PDD Computers & Tech					\$1,310.00
	10)	\$1,310 EA	1.00	REPLACEMENT COMPUTER	\$1,310.00	
10031205 405570	PDD Office Supplies					\$600.00
	10)	\$600 YR	1.00	GENERAL OFFICE SUPPLIES	\$600.00	
10031205 405600	PDD Minor Capital Items					\$9,710.00
	10)	\$9,710 YR	1.00	AVANT SWEEPER ATTACHMENT	\$9,710.00	
10031205 406320	PDD Electricity					\$4,000.00
	10)	\$4,000 YR	1.00	CMP (3950-0003-015) 94 FREE STREET BUILDING (ELECTRIC HEAT) (PARKING GARAGE)	\$4,000.00	
10031205 406340	PDD Telephone					\$660.00
	10)	\$55.00 MO	12.00	PDD SHOP PHONE 775-4401	\$660.00	
* Portland Downtown District 10031205 Org Total:						\$414,126.00
** PW Operations 3120 Division Total:						\$414,126.00
*** Public Works 0100 31 Dept Total:						\$414,126.00
**** General Fund (0100):						\$414,126.00
***** GF Total (100 & 107):						\$414,126.00

**FY22 City Manager's Recommended Budget
Expenditure Budget Detail Report**

Account Desc	Line	Item Req	\$	Qty	Detail Request	Line Total	Total
Report Total:							\$414,126.00

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 3, 2021

SUBJECT: Order 299-20/21 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2021-2022 - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order with the above.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Establishing FY2022 Portland Downtown Assessments c 6.21.2021

Prepared by:

Date: 5/3/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ESTABLISHING MAINTENANCE AND IMPLEMENTATION
ASSESSMENTS FOR PORTLAND DOWNTOWN
FOR FISCAL YEAR 2021-2022**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$1,036,500 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown, to fund maintenance and implementation costs for such district for the period beginning July 1, 2021 and ending on June 30, 2022; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2021 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
021 A001001	119	PEARL ST	25:PARKING LOTS	PEARL CUMBERLAND LLC		
021 A012001	214	CUMBERLAND AVE	56:GOVERNMENTAL	CITY OF PORTLAND		
027 A001001	320	CUMBERLAND AVE	22:OFFICE BUSINESS	EAST END CORP		
027 A012001	5	MONUMENT SQ	56:GOVERNMENTAL	CITY OF PORTLAND		
027 A015001	465	CONGRESS ST	22:OFFICE BUSINESS	CTR CONGRESS LLC		
027 B001001	284	CUMBERLAND AVE	56:GOVERNMENTAL	CITY OF PORTLAND		
027 B002001	443	CONGRESS ST	22:OFFICE BUSINESS	JJR 443 CONGRESS LLC		
027 B003001	9	ELM ST	56:GOVERNMENTAL	CITY OF PORTLAND		
027 B004001	439	CONGRESS ST	27:MULTI-USE COMMERCIAL	METROPOLITAN APARTMENTS LLC		
027 B005001	425	CONGRESS ST	53:RELIGIOUS	FIRST PARISH IN PORTLAND		
027 B007001	415	CONGRESS ST	22:OFFICE BUSINESS	ASHBY TEAM LLC		
027 B008001	21	ELM ST	56:GOVERNMENTAL	CITY OF PORTLAND		
027 B009001	8	CHESTNUT ST	57:OTHERS EXEMPT BY LAW	MASONIC TRUSTEES OF PORTLAND		
027 C002001	17	CHESTNUT ST	27:MULTI-USE COMMERCIAL	TRIPOD HOLDINGS LLC		
027 C010001	21	CHESTNUT ST	20:COMMERCIAL CONDOS	HAIR ETC LLC		
027 C010002	21	CHESTNUT ST	20:COMMERCIAL CONDOS	CHESTNUT STREET LOFTS LLC		
027 C01002E	21	CHESTNUT ST	10:CONDOMINIUMS	JORDAN CARA A		
027 C01002N	21	CHESTNUT ST	10:CONDOMINIUMS	SMITH DOUGLAS A &		
027 C01002S	21	CHESTNUT ST	10:CONDOMINIUMS	MORREL VICTOR &		
027 C01002W	21	CHESTNUT ST	10:CONDOMINIUMS	ANDERSON EVAN		
027 C01003E	21	CHESTNUT ST	10:CONDOMINIUMS	CASTANEA PRIME LLC		
027 C01003N	21	CHESTNUT ST	10:CONDOMINIUMS	TILTON GARRETT K &		
027 C01003S	21	CHESTNUT ST	10:CONDOMINIUMS	VELJI REALTY LLC		
027 C01003W	21	CHESTNUT ST	10:CONDOMINIUMS	VANHOEWYK JOHN VN VET &		
027 C01004E	21	CHESTNUT ST	10:CONDOMINIUMS	BAILEY DONALD B &		
027 C01004N	21	CHESTNUT ST	10:CONDOMINIUMS	SEARS STEPHEN D &		
027 C01004S	21	CHESTNUT ST	10:CONDOMINIUMS	KAUFMANN CHARLES L		
027 C01004W	21	CHESTNUT ST	10:CONDOMINIUMS	NYGAARD DANTON D &		
027 C01005E	21	CHESTNUT ST	10:CONDOMINIUMS	FRISONE GIOVANNI &		
027 C01005N	21	CHESTNUT ST	10:CONDOMINIUMS	YINDRA SARA R		
027 C01005S	21	CHESTNUT ST	10:CONDOMINIUMS	NAQUI MUNIRA Z		
027 C01005W	21	CHESTNUT ST	10:CONDOMINIUMS	CURTIN TERESA ANN		
027 C01006E	21	CHESTNUT ST	10:CONDOMINIUMS	HAMM LARRY F &		
027 C01006N	21	CHESTNUT ST	10:CONDOMINIUMS	SCOTT AURELIA C WID WWII VET		
027 C01006S	21	CHESTNUT ST	10:CONDOMINIUMS	SCHWELLENBACH JAMES C &		
027 C01006W	21	CHESTNUT ST	10:CONDOMINIUMS	BARRY PRUDENCE B		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
027 C01007E	21	CHESTNUT ST	10:CONDOMINIUMS	HARDING ALICIA &		
027 C01007N	21	CHESTNUT ST	10:CONDOMINIUMS	POLLASTRI MICHAEL P &		
027 C01007S	21	CHESTNUT ST	10:CONDOMINIUMS	KELLY MARILYN E TRUSTEE		
027 C01007W	21	CHESTNUT ST	10:CONDOMINIUMS	GUIGLI MICHAEL		
027 C01008N	21	CHESTNUT ST	10:CONDOMINIUMS	COTSIRILOS STEPHANIE G		
027 C01008S	21	CHESTNUT ST	10:CONDOMINIUMS	WILLIAMS JAN &		
027 C01008W	21	CHESTNUT ST	10:CONDOMINIUMS	BUSQUE PETER J		
027 C0102NW	21	CHESTNUT ST	10:CONDOMINIUMS	DUNDAR ERGUN		
027 C0102SE	21	CHESTNUT ST	10:CONDOMINIUMS	GAULKE JULIA P &		
027 C0103NW	21	CHESTNUT ST	10:CONDOMINIUMS	AVIGNON PIERRE &		
027 C0103SE	21	CHESTNUT ST	10:CONDOMINIUMS	CASTANEA PRIME LLC		
027 C0104NW	21	CHESTNUT ST	10:CONDOMINIUMS	FRAZER LORINDA JANE TRUSTEE		
027 C0104SE	21	CHESTNUT ST	10:CONDOMINIUMS	MCEACHERN LAURIE A		
027 C0105NW	21	CHESTNUT ST	10:CONDOMINIUMS	MACAVOY FRANCIS E &		
027 C0105SE	21	CHESTNUT ST	10:CONDOMINIUMS	MAHON CONOR &		
027 C0106NW	21	CHESTNUT ST	10:CONDOMINIUMS	141 PLEASANT STREET LLC		
027 C0106SE	21	CHESTNUT ST	10:CONDOMINIUMS	EISENBERG AVNER &		
027 C011001	15	CHESTNUT ST	27:MULTI-USE COMMERCIAL	BOODILLY LLC		
027 C012001	389	CONGRESS ST	56:GOVERNMENTAL	CITY OF PORTLAND		
027 D001001	385	CONGRESS ST	32:WAREHOUSE & STORAGE	385 CONGRESS LLC		
027 F001001	50	MONUMENT SQ	22:OFFICE BUSINESS	THE LANCASTER GROUP LLC		
027 F002001	28	MONUMENT SQ	10:CONDOMINIUMS	DONNELLY JON PATRICK		
027 F002002	28	MONUMENT SQ	10:CONDOMINIUMS	STODDARD ROBERT B &		
027 F002003	28	MONUMENT SQ	20:COMMERCIAL CONDOS	28 MSQ LLC		
027 F002004	28	MONUMENT SQ	20:COMMERCIAL CONDOS	28 MSQ LLC		
027 F002005	28	MONUMENT SQ	20:COMMERCIAL CONDOS	28 MSQ LLC		
027 F003001	22	MONUMENT SQ	21:RETAIL SERVICES	STORREY INDUSTRIES LLC		
027 F004001	6	MONUMENT SQ	25:PARKING LOTS	PARCHEGGIO LLC		
027 F005001	18	MONUMENT SQ	27:MULTI-USE COMMERCIAL	18 MONUMENT PLACE LLC		
027 F006001	16	MONUMENT SQ	21:RETAIL SERVICES	15 MONUMENT SQUARE LLC		
027 F009001	121	CENTER ST	21:RETAIL SERVICES	TEDLUM ASSOCIATES LLC		
027 F011001	1	MONUMENT WAY	21:RETAIL SERVICES	CF OMW LLC		
027 F014001	0	MONUMENT SQ	19:AUXILIARY BUILDINGS	TWO MONUMENT WAY ASSOCIATES		
027 F023001	30	CITY CTR	27:MULTI-USE COMMERCIAL	RODWAY PETER E &		
027 F024001	28	CITY CTR	21:RETAIL SERVICES	BROWN J B & SONS		
027 F026001	26	CITY CTR	21:RETAIL SERVICES	BROWN J B & SONS		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
027 F027001	24	CITY CTR	22:OFFICE BUSINESS	BROWN J B & SONS		
027 F028001	41	FREE ST	25:PARKING LOTS	TEDLUM ASSOCIATES LLC		
027 F029001	23	FREE ST	25:PARKING LOTS	ONE CITY CENTER ASSOCIATES LLC		
027 G001001	456	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND		
028 A001001	380	CONGRESS ST	56:GOVERNMENTAL	CITY OF PORTLAND		
028 B001001	350	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND		
028 E001001	168	FEDERAL ST	56:GOVERNMENTAL	UNITED STATES		
028 F001001	142	FEDERAL ST	56:GOVERNMENTAL	CUMBERLAND COUNTY OF		
028 K001001	77	MARKET ST	21:RETAIL SERVICES	85 MARKET STREET LLC		
028 K002001	66	PEARL ST	22:OFFICE BUSINESS	LEADER PROPERTIES LLC		
028 K003001	75	MARKET ST	22:OFFICE BUSINESS	WHOLLY COW LLC		
028 L002001	0	NEWBURY ST	56:GOVERNMENTAL	CUMBERLAND COUNTY INHABITANTS		
028 L005001	75	PEARL ST	20:COMMERCIAL CONDOS	WBFM LLC		
028 L00502A	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00502B	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00503A	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00503B	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00504A	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L00504B	75	PEARL ST	20:COMMERCIAL CONDOS	WOODMAN BUILDING		
028 L007001	131	MIDDLE ST	24:WHOLESALE	RACKLEFF BLOCK LLC		
028 M001001	192	NEWBURY ST	56:GOVERNMENTAL	CUMBERLAND COUNTY OF		
028 M005001	121	MIDDLE ST	21:RETAIL SERVICES	123 LLC		
028 N001001	109	MIDDLE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
028 N009001	115	MIDDLE ST	21:RETAIL SERVICES	BROTHERS THREE LLC		
028 N010001	111	MIDDLE ST	21:RETAIL SERVICES	VENTURE III HOLDINGS LLC		
029 A00101A	150	MIDDLE ST	20:COMMERCIAL CONDOS	PROSPERITA LLC		
029 A00101B	150	MIDDLE ST	20:COMMERCIAL CONDOS	PEG REALTY LLC		
029 A00101C	150	MIDDLE ST	20:COMMERCIAL CONDOS	IN FIRM GROUP THE		
029 A00101D	150	MIDDLE ST	20:COMMERCIAL CONDOS	IN FIRM GROUP THE		
029 A00102A	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR		
029 A00102B	150	MIDDLE ST	10:CONDOMINIUMS	SAVATTERI SALVATORE JR &		
029 A00102C	150	MIDDLE ST	10:CONDOMINIUMS	MEIL JOAN F &		
029 A00102D	150	MIDDLE ST	10:CONDOMINIUMS	TREGONING DAVID C TRUSTEE		
029 A00102E	150	MIDDLE ST	10:CONDOMINIUMS	ERNEST PAUL W &		
029 A00102F	150	MIDDLE ST	10:CONDOMINIUMS	MORRISSETTE CAROL ANN		
029 A00102G	150	MIDDLE ST	10:CONDOMINIUMS	KIRK CHARLES M		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 A00102H	150	MIDDLE ST	10:CONDOMINIUMS	JOHNS F ARTHUR T		
029 A00102I	150	MIDDLE ST	10:CONDOMINIUMS	STERLING JANN D &		
029 A00102J	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER		
029 A00102K	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER		
029 A00103A	150	MIDDLE ST	10:CONDOMINIUMS	NELSON JEANNE		
029 A00103B	150	MIDDLE ST	10:CONDOMINIUMS	ZHAO MIN &		
029 A00103C	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC		
029 A00103D	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC		
029 A00103E	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW		
029 A00103F	150	MIDDLE ST	10:CONDOMINIUMS	M & B 101 INC		
029 A00103G	150	MIDDLE ST	10:CONDOMINIUMS	M & B 101 INC		
029 A00103H	150	MIDDLE ST	10:CONDOMINIUMS	HENDERSON HAROLD L &		
029 A00103I	150	MIDDLE ST	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE		
029 A00103J	150	MIDDLE ST	10:CONDOMINIUMS	SCHAFER KAREN		
029 A00103K	150	MIDDLE ST	10:CONDOMINIUMS	MACBRIDE JENNIFER L		
029 A00104A	150	MIDDLE ST	10:CONDOMINIUMS	BIXBY DOUGLAS B &		
029 A00104B	150	MIDDLE ST	10:CONDOMINIUMS	TURNER SCOTT H &		
029 A00104C	150	MIDDLE ST	10:CONDOMINIUMS	CAMP PETER S		
029 A00104D	150	MIDDLE ST	10:CONDOMINIUMS	GUTWIN JOHN D &		
029 A00104E	150	MIDDLE ST	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE		
029 A00104F	150	MIDDLE ST	10:CONDOMINIUMS	WINSLOW DARREN R &		
029 A00104G	150	MIDDLE ST	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &		
029 A00104H	150	MIDDLE ST	10:CONDOMINIUMS	150 MIDDLE LLC		
029 A00104I	150	MIDDLE ST	10:CONDOMINIUMS	GARCIA DORA &		
029 A00104J	150	MIDDLE ST	10:CONDOMINIUMS	GREENZWEIG NEIL TRUSTEE		
029 A00104K	150	MIDDLE ST	10:CONDOMINIUMS	ZANARDI MARIAGRAZIA		
029 A00105A	150	MIDDLE ST	20:COMMERCIAL CONDOS	MIRS PROPERTIES LLC		
029 A00105B	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY ALLAN S TRUSTEE		
029 A0010BA	150	MIDDLE ST	20:COMMERCIAL CONDOS	100 SILVER STREET LLC		
029 A0010BB	150	MIDDLE ST	20:COMMERCIAL CONDOS	100 SLIVER STREEET LLC		
029 A001P01	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY MARY V		
029 A001P02	150	MIDDLE ST	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE		
029 A001P03	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW		
029 A001P04	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P05	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P06	150	MIDDLE ST	10:CONDOMINIUMS	IN FIRM GROUP THE		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 A001P07	150	MIDDLE ST	10:CONDOMINIUMS	IN FIRM GROUP THE		
029 A001P08	150	MIDDLE ST	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &		
029 A001P09	150	MIDDLE ST	10:CONDOMINIUMS	MCGOLDRICK RICHARD J		
029 A001P10	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR		
029 A001P11	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR		
029 A001P12	150	MIDDLE ST	10:CONDOMINIUMS	INFIRM GROUP		
029 A001P13	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER		
029 A001P14	150	MIDDLE ST	10:CONDOMINIUMS	ERNEST PAUL W &		
029 A001P15	150	MIDDLE ST	10:CONDOMINIUMS	BIXBY DOUGLAS B &		
029 A001P16	150	MIDDLE ST	10:CONDOMINIUMS	MACBRIDE JENNIFER L		
029 A001P17	150	MIDDLE ST	10:CONDOMINIUMS	CAMP PETER S		
029 A001P18	150	MIDDLE ST	10:CONDOMINIUMS	PROSPERITA LLC		
029 A001P19	150	MIDDLE ST	10:CONDOMINIUMS	PROSPERITA LLC		
029 A001P20	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC		
029 A001P21	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY ALLAN S &		
029 A001P22	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P23	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P24	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P25	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P26	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC		
029 A001P27	150	MIDDLE ST	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE		
029 A001P28	150	MIDDLE ST	10:CONDOMINIUMS	SHIPYARD INC		
029 A001P29	150	MIDDLE ST	10:CONDOMINIUMS	SHIPYARD INC		
029 A003001	5	MILK ST	22:OFFICE BUSINESS	5 MILK STREET LLC		
029 B001001	37	SILVER ST	21:RETAIL SERVICES	WITT-T LLC		
029 B002001	4	MILK ST	22:OFFICE BUSINESS	4 MILK MHR LLC		
029 B003001	25	SILVER ST	25:PARKING LOTS	PORTLAND REGENCY INC		
029 B004001	341	FORE ST	10:CONDOMINIUMS	JACKSON MICHAEL		
029 B004002	341	FORE ST	10:CONDOMINIUMS	O'CONNOR DENNIS R III &		
029 B004003	341	FORE ST	10:CONDOMINIUMS	FORE STREET COMMONS LLC		
029 B004004	341	FORE ST	10:CONDOMINIUMS	CHILDS DONNA W		
029 B004005	341	FORE ST	10:CONDOMINIUMS	PENDERS JOHN F IV		
029 B004006	341	FORE ST	10:CONDOMINIUMS	STEPHENSON CHRISTOPHER J		
029 B004007	341	FORE ST	10:CONDOMINIUMS	ALAGIC SUAD		
029 B004008	341	FORE ST	10:CONDOMINIUMS	DALTON JENNIFER L		
029 B004009	341	FORE ST	10:CONDOMINIUMS	HAAPALA BRIAN R &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED, WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 B004010	341	FORE ST	20:COMMERCIAL CONDOS	BOOTHBY SQUARE PROPERTIES LLC		
029 B004011	341	FORE ST	20:COMMERCIAL CONDOS	BOOTHBY SQUARE PROPERTIES LLC		
029 C001001	340	FORE ST	10:CONDOMINIUMS	ADB REALTY LLC		
029 C001002	340	FORE ST	10:CONDOMINIUMS	HAYEK LEE-ANN COLLINS TRUSTEE		
029 C001003	340	FORE ST	10:CONDOMINIUMS	207 INVESTS LLC		
029 C001004	340	FORE ST	20:COMMERCIAL CONDOS	ABD REALTY LLC		
029 C001005	340	FORE ST	20:COMMERCIAL CONDOS	ADB REALTY LLC		
029 C002001	336	FORE ST	21:RETAIL SERVICES	DOCK FORE INC		
029 C003001	334	FORE ST	21:RETAIL SERVICES	PORT CITY APARTMENTS		
029 C005001	330	FORE ST	21:RETAIL SERVICES	J & R VENTURES LLC		
029 C006001	3	GOLD ST	20:COMMERCIAL CONDOS	GOLD STREET PROPERTIES LLC		
029 C006002	1	GOLD ST	20:COMMERCIAL CONDOS	ADNERB PROPERTIES LLC		
029 C006003	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006004	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006005	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006006	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 C006007	320	FORE ST	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC		
029 D001001	129	COMMERCIAL ST	21:RETAIL SERVICES	RSB LIMITED LIABILITY COMPANY		
029 D002001	121	COMMERCIAL ST	22:OFFICE BUSINESS	MAD COW LLC		
029 D003001	111	COMMERCIAL ST	22:OFFICE BUSINESS	BLANCHARD BLOCK LLC		
029 E001001	130	MIDDLE ST	22:OFFICE BUSINESS	ELC LIMITED LIABILITY COMPANY		
029 E006001	100	MIDDLE ST	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC		
029 E007001	291	FORE ST	21:RETAIL SERVICES	291 FORE STREET LLC		
029 E009001	25	PEARL ST	27:MULTI-USE COMMERCIAL	25 PEARL MHR LLC		
029 E012001	277	FORE ST	25:PARKING LOTS	287 FORE STREET LLC		
029 E016001	31	PEARL ST	22:OFFICE BUSINESS	130 LIMITED LIABILITY COMPANY		
029 E019001	0	FRANKLIN ST	56:GOVERNMENTAL	CITY OF PORTLAND		
029 E026001	100	MIDDLE ST	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC		
029 G001001	99	COMMERCIAL ST	56:GOVERNMENTAL	UNITED STATES		
029 K001001	7	CUSTOM HOUSE ST	22:OFFICE BUSINESS	OLYMPIA EQUITY		
029 K002001	288	FORE ST	21:RETAIL SERVICES	EAST BROWN COW LIMITED		
029 K003001	65	COMMERCIAL ST	23:HOTEL & MOTEL	OLYMPIA EQUITY INVESTORS V LLC		
029 K005001	280	FORE ST	22:OFFICE BUSINESS	BANGOR SAVINGS BANK		
029 K006001	300	FORE ST	40:VACANT LAND	OLYMPIA EQUITY		
029 K006002	300	FORE ST	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY		
029 K00601A	300	FORE ST	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 K00601B	300	FORE ST	55:LITERARY & SCIENTIFIC	CIEE INC		
029 K0060B2	300	FORE ST	20:COMMERCIAL CONDOS	OLYMPIA EQUITY		
029 K0060B3	300	FORE ST	20:COMMERCIAL CONDOS	OLYMPIA EQUITY		
029 O001011	99	SILVER ST	10:CONDOMINIUMS	ARENSBERG LEE C TRUSTEE		
029 O001012	99	SILVER ST	10:CONDOMINIUMS	TOZESKI DAVID P		
029 O001013	99	SILVER ST	10:CONDOMINIUMS	HOLSTEIN ERIC B		
029 O001021	99	SILVER ST	10:CONDOMINIUMS	THOMS DEBORAH L		
029 O001023	99	SILVER ST	10:CONDOMINIUMS	ANYA ROSE LLC		
029 O001024	99	SILVER ST	10:CONDOMINIUMS	ARNDT CHANNING P		
029 O001025	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROERTIES LLC		
029 O001026	99	SILVER ST	10:CONDOMINIUMS	GOMES ERIN ELIZABETH		
029 O001028	99	SILVER ST	10:CONDOMINIUMS	GOODMAN ISAAC D &		
029 O001029	99	SILVER ST	10:CONDOMINIUMS	COUSINS DAVID A		
029 O001031	99	SILVER ST	10:CONDOMINIUMS	JAMESON PAUL G &		
029 O001032	99	SILVER ST	10:CONDOMINIUMS	BOROWSKI ROBERT B		
029 O001033	99	SILVER ST	10:CONDOMINIUMS	ARTISTWANNABE LLC		
029 O001034	99	SILVER ST	10:CONDOMINIUMS	BERG HENRY T TRUSTEE		
029 O001035	99	SILVER ST	10:CONDOMINIUMS	HIGGINS HELENA C &		
029 O001036	99	SILVER ST	10:CONDOMINIUMS	FINCH ANNIE &		
029 O001037	99	SILVER ST	10:CONDOMINIUMS	LUTKOFF ISAAC E		
029 O001038	99	SILVER ST	10:CONDOMINIUMS	ZURKAN WILLIAM K		
029 O001039	99	SILVER ST	10:CONDOMINIUMS	SOREL-LEDUC SANDRA J &		
029 O001041	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROPERTIES LLC		
029 O001042	99	SILVER ST	10:CONDOMINIUMS	STEBBINS BRADY		
029 O001043	99	SILVER ST	10:CONDOMINIUMS	HIGGINS CHRISTOPHER S		
029 O001044	99	SILVER ST	10:CONDOMINIUMS	LITTLEJOHN CLIFTON T		
029 O001045	99	SILVER ST	10:CONDOMINIUMS	DG CONDO 4 LLC		
029 O001046	99	SILVER ST	10:CONDOMINIUMS	VAN PEURSEM CORINNE M		
029 O001047	99	SILVER ST	10:CONDOMINIUMS	KASSEL GRANT D		
029 O001048	99	SILVER ST	10:CONDOMINIUMS	PEEL BRUCE H		
029 O001049	99	SILVER ST	10:CONDOMINIUMS	CHISHOLM ADAM C		
029 O001210	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROPERTIES LLC		
029 O001211	99	SILVER ST	10:CONDOMINIUMS	GINTER DAVID R		
029 O001212	99	SILVER ST	10:CONDOMINIUMS	SILVER VICTORIA J		
029 O001213	99	SILVER ST	10:CONDOMINIUMS	PROSSER JAMES G		
029 O001310	99	SILVER ST	10:CONDOMINIUMS	HEALY ROBERT E &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
029 O001410	99	SILVER ST	10:CONDOMINIUMS	SMITH GARY R &		
029 O001501	99	SILVER ST	10:CONDOMINIUMS	KATZ JAMES &		
029 O001502	99	SILVER ST	20:COMMERCIAL CONDOS	PEAK 5 EQUITIES LLC		
029 O001B01	99	SILVER ST	10:CONDOMINIUMS	CHANDLER BENJAMIN P		
029 O001B02	99	SILVER ST	10:CONDOMINIUMS	JOHNSON BEN A		
029 O002001	164	MIDDLE ST	21:RETAIL SERVICES	NDA 164 MIDDLE STREET LLC		
029 O003001	43	MARKET ST	25:PARKING LOTS	PORTLAND REGENCY INC		
029 O004001	11	MILK ST	25:PARKING LOTS	PORTLAND REGENCY INC		
029 R001001	20	MILK ST	23:HOTEL & MOTEL	PORTLAND REGENCY INC		
029 S001001	145	COMMERCIAL ST	22:OFFICE BUSINESS	FLEMING CREEK LLC ETALS		
029 S002001	145	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND		
030 A005001	94	COMMERCIAL ST	21:RETAIL SERVICES	BMC INC		
030 A101001	90	COMMERCIAL ST	21:RETAIL SERVICES	PROPRIETORS OF CUSTOM HOUSE		
030 C001001	100	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	SOLEY WHARF LLC		
030 D001001	68	COMMERCIAL ST	22:OFFICE BUSINESS	MAINE WHARF LLC		
030 D003001	70	COMMERCIAL ST	22:OFFICE BUSINESS	FLATBREAD WHARF LLC		
030 D005001	84	COMMERCIAL ST	21:RETAIL SERVICES	84 COMMERCIAL STREET LLC		
030 H001001	180	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	DIMILLO ARLENE ETALS TRUSTEES		
030 H004001	136	COMMERCIAL ST	24:WHOLESALE	CARROLL BLOCK LLC		
030 H011001	9	PORTLAND PIER	25:PARKING LOTS	CARROLL BLOCK LLC		
031 H001001	158	COMMERCIAL ST	25:PARKING LOTS	DIMILLO STEVEN ETALTRUSTEES		
031 H003001	144	COMMERCIAL ST	25:PARKING LOTS	DIMILLO STEVEN ETAL TRUSTEES		
031 H004001	164	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	DIMILLO ARLENE ETALS TRUSTEES		
031 J030001	184	COMMERCIAL ST	21:RETAIL SERVICES	GEF LLC		
031 K103001	218	COMMERCIAL ST	25:PARKING LOTS	PROPRIETORS OF UNION WHARF		
031 L034001	250	COMMERCIAL ST	31:MANUFACTURING	CM WATERFRONT PROPERTIES LLC		
031 L038001	230	COMMERCIAL ST	25:PARKING LOTS	PROPRIETORS OF UNION WHARF		
031 L135001	1	UNION WHARF	24:WHOLESALE	PROPRIETORS OF UNION WHARF		
032 C001001	390	CONGRESS ST	23:HOTEL & MOTEL	PRESS HOTEL LLC		
032 D001001	107	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D002001	97	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D003001	93	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D004001	85	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC		
032 D005001	167	MIDDLE ST	58:LAND BANKS	CITY OF PORTLAND		
032 E001001	57	EXCHANGE ST	22:OFFICE BUSINESS	57 EXCHANGE STREET LLC		
032 E002001	53	EXCHANGE ST	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED, WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 E004001	49	EXCHANGE ST	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE		
032 E005001	45	EXCHANGE ST	22:OFFICE BUSINESS	45 EXCHANGE STREET LLC		
032 E008001	39	EXCHANGE ST	22:OFFICE BUSINESS	PALACCI JOSEPH A TRUSTEE		
032 E009001	31	EXCHANGE ST	21:RETAIL SERVICES	B & C LIMITED		
032 E010001	46	MARKET ST	21:RETAIL SERVICES	MARKET MILK PARTNERS LLC		
032 F001001	42	MARKET ST	21:RETAIL SERVICES	OCEAN BLOCK ASSOCIATES		
032 F002001	36	MARKET ST	24:WHOLESALE	36 MARKET ST		
032 F003001	30	MARKET ST	21:RETAIL SERVICES	E L C INC		
032 F005001	363	FORE ST	22:OFFICE BUSINESS	ELEVEN EXCHANGE LLC		
032 F007001	375	FORE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F008001	375	FORE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F009001	30	MILK ST	22:OFFICE BUSINESS	OCEAN BLOCK ASSOCIATES		
032 F010001	9	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F012001	5	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 F013001	379	FORE ST	22:OFFICE BUSINESS	ELEVEN EXCHANGE LLC		
032 F014001	1	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC		
032 G001001	396	CONGRESS ST	22:OFFICE BUSINESS	PO SQUARE BUILDING LLC		
032 H001001	110	EXCHANGE ST	22:OFFICE BUSINESS	ONETEN EXCHANGE LLC		
032 H002001	106	EXCHANGE ST	21:RETAIL SERVICES	RICH BUILDING LLC		
032 H003001	102	EXCHANGE ST	22:OFFICE BUSINESS	PALACCI JOSEPH		
032 H004001	15	TEMPLE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
032 H005001	1	TEMPLE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
032 H005002	1	TEMPLE ST	22:OFFICE BUSINESS	11 TEMPLE MHR LLC		
032 H006001	92	EXCHANGE ST	22:OFFICE BUSINESS	MAINESCAPE PROPERTIES LLC		
032 H007001	88	EXCHANGE ST	27:MULTI-USE COMMERCIAL	RIVENDALL REAL ESTATE LLC		
032 H008001	80	EXCHANGE ST	22:OFFICE BUSINESS	80 EXCHANGE LLC		
032 H009001	70	EXCHANGE ST	58:LAND BANKS	CITY OF PORTLAND		
032 H016001	183	MIDDLE ST	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE		
032 H016002	183	MIDDLE ST	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE		
032 H016003	183	MIDDLE ST	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE THIRD		
032 H01604A	183	MIDDLE ST	20:COMMERCIAL CONDOS	ITM REALTY II LLC		
032 H01604B	183	MIDDLE ST	20:COMMERCIAL CONDOS	ITM REALTY II LLC		
032 H022001	193	MIDDLE ST	22:OFFICE BUSINESS	SAVI REALTY LLC		
032 I001001	178	MIDDLE ST	22:OFFICE BUSINESS	FRESNEL LLC		
032 I002001	52	EXCHANGE ST	21:RETAIL SERVICES	OLD PORT ARMS LLC		
032 I006001	50	EXCHANGE ST	20:COMMERCIAL CONDOS	SANTANA LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 I006002	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006003	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006004	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006005	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I006006	50	EXCHANGE ST	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC		
032 I007001	0	CANAL PLAZA	27:MULTI-USE COMMERCIAL	COW PLAZA 1 LLC		
032 I008001	44	EXCHANGE ST	21:RETAIL SERVICES	44 EXCHANGE STREET LLC		
032 I010001	34	EXCHANGE ST	21:RETAIL SERVICES	PALACCI SION &		
032 I011001	30	EXCHANGE ST	21:RETAIL SERVICES	MAINELAND REAL ESTATE		
032 I012100	10	EXCHANGE ST	20:COMMERCIAL CONDOS	10 EXCHANGE PROPERTIES LLC		
032 I012200	10	EXCHANGE ST	20:COMMERCIAL CONDOS	10 EXCHANGE PROPERTIES LLC		
032 I012301	10	EXCHANGE ST	10:CONDOMINIUMS	PADULA FRANCIS P		
032 I012302	10	EXCHANGE ST	10:CONDOMINIUMS	CURRAN JENNIFER A		
032 I012303	10	EXCHANGE ST	10:CONDOMINIUMS	CULPOVICH ANDREW J &		
032 I012304	10	EXCHANGE ST	10:CONDOMINIUMS	LETENDRE JESSICA		
032 I012305	10	EXCHANGE ST	10:CONDOMINIUMS	DRISCOLL ROBERT &		
032 I012306	10	EXCHANGE ST	10:CONDOMINIUMS	POMROY'S PORTLAND		
032 I012307	10	EXCHANGE ST	10:CONDOMINIUMS	SPELLICY STEPHEN &		
032 I012308	10	EXCHANGE ST	10:CONDOMINIUMS	EVANS SHERI CHRISTIENNE		
032 I012309	10	EXCHANGE ST	10:CONDOMINIUMS	SHEPHERD THOMAS A &		
032 I012310	10	EXCHANGE ST	10:CONDOMINIUMS	PECTEAU JANIS &		
032 I012311	10	EXCHANGE ST	10:CONDOMINIUMS	SOLEY CORP LLC		
032 I012312	10	EXCHANGE ST	10:CONDOMINIUMS	LOMAC SABIN		
032 I012313	10	EXCHANGE ST	10:CONDOMINIUMS	HANSON CARL F		
032 I012314	10	EXCHANGE ST	10:CONDOMINIUMS	GORDON ABIGAIL		
032 I012401	10	EXCHANGE ST	10:CONDOMINIUMS	NOLAN JENNIFER R &		
032 I012402	10	EXCHANGE ST	10:CONDOMINIUMS	10-402 EXCHANGE STREET LLC		
032 I012404	10	EXCHANGE ST	10:CONDOMINIUMS	BURNS THOMAS		
032 I012405	10	EXCHANGE ST	10:CONDOMINIUMS	DOYLE KEVIN F &		
032 I012406	10	EXCHANGE ST	10:CONDOMINIUMS	BROWN BRETT &		
032 I012407	10	EXCHANGE ST	10:CONDOMINIUMS	FLYING ZEBRA PROPERTIES LLC		
032 I012408	10	EXCHANGE ST	10:CONDOMINIUMS	WALTERS BRETT D &		
032 I012409	10	EXCHANGE ST	10:CONDOMINIUMS	SAHA DEBASMITA &		
032 I012410	10	EXCHANGE ST	10:CONDOMINIUMS	GIULIANTI NICHOLAS R		
032 I012411	10	EXCHANGE ST	10:CONDOMINIUMS	SPANNAUS MICHAELA LILY		
032 I012412	10	EXCHANGE ST	10:CONDOMINIUMS	URBANEK NICHOLAS P		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 I012413	10	EXCHANGE ST	10:CONDOMINIUMS	WHEELWRIGHT HENRY J TRUSTEE		
032 I012414	10	EXCHANGE ST	10:CONDOMINIUMS	DEPALMA CHRISTOPHER R &		
032 I018001	395	FORE ST	21:RETAIL SERVICES	395 FORE STREET LLC		
032 I021001	182	MIDDLE ST	21:RETAIL SERVICES	COW PLAZA 4 LLC		
032 I023001	3	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 3 LLC		
032 I033001	2	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 2 LLC		
032 I036001	1	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 1 LLC		
032 I039001	40	UNION ST	33:TRANSPORTATION	CENTRAL MAINE POWER CO		
032 I040001	44	EXCHANGE ST	25:PARKING LOTS	KOWTOWER LLC		
032 I041001	425	FORE ST	27:MULTI-USE COMMERCIAL	COW PLAZA GARAGE LLC		
032 I041002	401	FORE ST	27:MULTI-USE COMMERCIAL	BANGOR SAVINGS BANK		
032 I042001	433	FORE ST	23:HOTEL & MOTEL	COW PLAZA HOTEL LLC		
032 I043001	45	UNION ST	25:PARKING LOTS	COW PLAZA 1 LLC		
032 J001001	386	FORE ST	21:RETAIL SERVICES	386 FORE STREET LLC		
032 J002001	392	FORE ST	21:RETAIL SERVICES	BEER GUYS LLC		
032 J004001	396	FORE ST	20:COMMERCIAL CONDOS	BEER GUYS LLC		
032 J004002	396	FORE ST	20:COMMERCIAL CONDOS	BEER GUYS LLC		
032 J004003	396	FORE ST	10:CONDOMINIUMS	BEER GUYS LLC		
032 J00400B	396	FORE ST	20:COMMERCIAL CONDOS	BEER GUYS LLC		
032 J005001	398	FORE ST	20:COMMERCIAL CONDOS	FORE STREET PARTNERSHIP		
032 J005002	398	FORE ST	20:COMMERCIAL CONDOS	FORE STREET PROPERTIES		
032 J005003	398	FORE ST	20:COMMERCIAL CONDOS	INGALLS ROGER E		
032 J005004	398	FORE ST	20:COMMERCIAL CONDOS	INGALLS ROGER E		
032 K001001	2	MONUMENT SQ	22:OFFICE BUSINESS	800 NORTHERN CORP		
032 K012001	1	MONUMENT SQ	22:OFFICE BUSINESS	FINARD MURRAY W TR		
032 L001001	234	FEDERAL ST W	56:GOVERNMENTAL	CITY OF PORTLAND		
032 L002001	1	CITY CTR	22:OFFICE BUSINESS	ONE CITY CENTER ASSOCIATES LLC		
032 N009001	414	FORE ST	21:RETAIL SERVICES	GOULD COMPANY LLC		
032 N010001	416	FORE ST	21:RETAIL SERVICES	416 FORE STREET HOLDINGS LLC		
032 N011001	422	FORE ST	21:RETAIL SERVICES	HARDING RICHARD B ETAL		
032 N012001	424	FORE ST	21:RETAIL SERVICES	SOLETSKY LIMITED LIABILITY CO		
032 P001001	2	CITY CTR	22:OFFICE BUSINESS	TWO CITY CENTER LLC		
032 P003001	4	CITY CTR	21:RETAIL SERVICES	WIRELESS PARTNERS II LLC ETAL		
032 P004001	6	CITY CTR	20:COMMERCIAL CONDOS	SIX CITY CENTER LLC		
032 P004002	6	CITY CTR	20:COMMERCIAL CONDOS	H & A PROPERTY GROUP LLC		
032 P005001	0	SPRING ST ARTERIAL	56:GOVERNMENTAL	CITY OF PORTLAND		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
032 P017001	10	CITY CTR	22:OFFICE BUSINESS	MINA BUILDING LLC		
032 R001001	428	FORE ST	21:RETAIL SERVICES	428 FORE STREET LLC		
032 R003001	432	FORE ST	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC		
032 R004001	434	FORE ST	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC		
032 R007001	436	FORE ST	21:RETAIL SERVICES	FORE STREET PARTNERS LLC		
032 R008001	446	FORE ST	21:RETAIL SERVICES	ORANGE CRUSH LLC		
032 S001001	366	FORE ST	21:RETAIL SERVICES	MCGEE CHARLES T &		
032 S003001	7	MOULTON ST	21:RETAIL SERVICES	7-9 MOULTON LLC		
032 S004001	161	COMMERCIAL ST	21:RETAIL SERVICES	ROB DOG REALTY LLC		
032 S005001	5	MOULTON ST	22:OFFICE BUSINESS	MOULTON STREET REALTY LLC		
032 T004001	4	MOULTON ST	21:RETAIL SERVICES	ADRIENNE-JANE INCORPORATED		
032 U003001	185	COMMERCIAL ST	25:PARKING LOTS	COMPARK LLC		
032 U004001	1	DANA ST	22:OFFICE BUSINESS	ONE DANA LLC		
032 U005001	7	DANA ST	21:RETAIL SERVICES	TRANSMINE		
032 V001001	10	DANA ST	21:RETAIL SERVICES	IVY HOLDINGS LLC		
032 V002001	205	COMMERCIAL ST	21:RETAIL SERVICES	LANDFALL LLC		
032 V004001	211	COMMERCIAL ST	22:OFFICE BUSINESS	GRANITE FACE LLC		
032 V005001	217	COMMERCIAL ST	22:OFFICE BUSINESS	CHASE BLOCK LLC		
032 V008001	225	COMMERCIAL ST	24:WHOLESALE	225 COMMERCIAL ST ASSOC INC		
032 V012001	1	UNION ST	22:OFFICE BUSINESS	237 COMMERCIAL STREET LLC		
032 V014001	50	WHARF ST	21:RETAIL SERVICES	DEERING AVE ASSOCIATES INC &		
032 V015001	42	WHARF ST	24:WHOLESALE	DEERING AVE ASSOCIATES INC &		
032 V016001	34	WHARF ST	21:RETAIL SERVICES	IVY HOLDINGS LLC		
037 A001001	45	FOREST AVE	33:TRANSPORTATION	NORTHERN NEW ENGLAND		
037 A009001	104	OAK ST	17:21 PLUS FAMILY	PARK STREET PROPERTY LLC		
037 A011001	92	OAK ST	22:OFFICE BUSINESS	84 OAK STREET LLC		
037 A012001	39	FOREST AVE	22:OFFICE BUSINESS	39 LLC		
037 A022001	25	FOREST AVE	21:RETAIL SERVICES	PORTLAND STAGE COMPANY		
037 A023001	84	OAK ST	25:PARKING LOTS	84 OAK STREET LLC		
037 A033001	11	FOREST AVE	25:PARKING LOTS	PACHIOS BROTHERS I LLC &		
037 A035001	72	OAK ST	17:21 PLUS FAMILY	AVESTA OAK STREET LP		
037 A038001	565	CONGRESS ST	21:RETAIL SERVICES	PACHIOS BROTHERS I LLC &		
037 A042001	559	CONGRESS ST	27:MULTI-USE COMMERCIAL	HER LLC		
037 A043001	555	CONGRESS ST	21:RETAIL SERVICES	CORRYMORE ZELLERTON LLC		
037 A044001	553	CONGRESS ST	21:RETAIL SERVICES	ROCCO HOLDINGS LLC		
037 A045001	575	CONGRESS ST	21:RETAIL SERVICES	571 ENTERPRISES LLC		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 A046001	7	FOREST AVE	22:OFFICE BUSINESS	D & D PARTNERS LLC		
037 B001001	380	CUMBERLAND AVE	22:OFFICE BUSINESS	SWEETWATER PARTNERS LLC		
037 B013001	95	OAK ST	25:PARKING LOTS	NORTHERN NEW ENGLAND		
037 B014001	15	SHEPLEY ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 B015001	11	SHEPLEY ST	17:21 PLUS FAMILY	11 SHEPLEY STREET		
037 C001001	0	SHEPLEY ST	25:PARKING LOTS	CITY OAK LLC		
037 C004001	0	SHEPLEY ST	25:PARKING LOTS	CITY OAK LLC		
037 C006001	18	CASCO ST	17:21 PLUS FAMILY	SHEPLEY LLC		
037 C008001	83	OAK ST	25:PARKING LOTS	HEGA REALTY LLC		
037 C010001	16	CASCO ST	22:OFFICE BUSINESS	SHEEPDOG LLC		
037 C014100	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014200	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014300	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014400	531	CONGRESS ST	20:COMMERCIAL CONDOS	HEGA REALTY LLC		
037 C014501	531	CONGRESS ST	10:CONDOMINIUMS	WILLIAMS DEBORAH J &		
037 C014502	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014503	531	CONGRESS ST	10:CONDOMINIUMS	SHOREY LINDA J &		
037 C014504	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014505	531	CONGRESS ST	10:CONDOMINIUMS	WALBRIDGE HOYT &		
037 C014506	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014507	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014508	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014509	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC		
037 C014510	531	CONGRESS ST	10:CONDOMINIUMS	SEASIDE PARTNERS LLC		
037 C016001	551	CONGRESS ST	21:RETAIL SERVICES	BENTLEY BUILDING LLC		
037 C017006	547	CONGRESS ST	10:CONDOMINIUMS	BLISSFUL BOUND LLC		
037 C01701A	547	CONGRESS ST	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC		
037 C01701B	547	CONGRESS ST	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC		
037 C01701C	547	CONGRESS ST	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC		
037 C01702A	547	CONGRESS ST	10:CONDOMINIUMS	HENAULT DOUGLAS S &		
037 C01702B	547	CONGRESS ST	10:CONDOMINIUMS	SCULLY JOHN M		
037 C01702C	547	CONGRESS ST	10:CONDOMINIUMS	FRIEL MATTHEW R		
037 C01702D	547	CONGRESS ST	10:CONDOMINIUMS	WHEELER-BERTA FRANCES H TRUSTEE		
037 C01702E	547	CONGRESS ST	10:CONDOMINIUMS	JONES NICOLE M		
037 C01703A	547	CONGRESS ST	10:CONDOMINIUMS	YANG DAVID I		
037 C01703B	547	CONGRESS ST	10:CONDOMINIUMS	FOREMAN BROCK &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 C01703C	547	CONGRESS ST	10:CONDOMINIUMS	PACKARD JEFFREY G &		
037 C01704A	547	CONGRESS ST	10:CONDOMINIUMS	FITZPATRICK SUSAN E		
037 C01704B	547	CONGRESS ST	10:CONDOMINIUMS	GRANO ROBERT C TRUSTEE		
037 C01704C	547	CONGRESS ST	10:CONDOMINIUMS	TYSON BRUCE &		
037 C01705A	547	CONGRESS ST	10:CONDOMINIUMS	HENRY MICHAEL T &		
037 C01705B	547	CONGRESS ST	10:CONDOMINIUMS	BLISSFUL BOUND LLC		
037 D001001	45	CASCO ST	21:RETAIL SERVICES	FORTY FIVE CASCO STREET LLC		
037 D002001	511	CONGRESS ST	22:OFFICE BUSINESS	OCEAN GATE LLC		
037 D003001	360	CUMBERLAND AVE	27:MULTI-USE COMMERCIAL	STARK INDUSTRIES LLC		
037 D004001	48	BROWN ST	27:MULTI-USE COMMERCIAL	OCEAN GATE LLC		
037 D007001	37	CASCO ST	17:21 PLUS FAMILY	AMBASSADOR LLC		
037 D023001	15	CASCO ST	22:OFFICE BUSINESS	15 CASCO STREET LLC		
037 D024001	519	CONGRESS ST	21:RETAIL SERVICES	MAINE CHARITABLE MECHANIC		
037 E001001	595	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND		
037 E002001	585	CONGRESS ST	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC		
037 E002002	585	CONGRESS ST	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC		
037 E002003	585	CONGRESS ST	20:COMMERCIAL CONDOS	PAUL'S BOUTIQUE LLC		
037 E002004	585	CONGRESS ST	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC		
037 E003001	10	CONGRESS SQ	27:MULTI-USE COMMERCIAL	PLAZA ASSOCIATES AT CONGRESS		
037 E004001	28	FOREST AVE	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS		
037 E005001	32	FOREST AVE	40:VACANT LAND	RB PORTLAND LLC		
037 E005002	32	FOREST AVE	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS		
037 E006001	173	HIGH ST	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC		
037 E006002	173	HIGH ST	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC		
037 E006003	173	HIGH ST	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC		
037 E006004	173	HIGH ST	20:COMMERCIAL CONDOS	LUDWIG ROBERT C		
037 E006005	173	HIGH ST	20:COMMERCIAL CONDOS	CAPITAL AREA PROPERTIES LLC		
037 E006006	173	HIGH ST	20:COMMERCIAL CONDOS	HOPE GATEWAY UNITED		
037 E006007	173	HIGH ST	20:COMMERCIAL CONDOS	177 HIGH LLC		
037 E006008	173	HIGH ST	20:COMMERCIAL CONDOS	6 EAST OXFORD ST LLC		
037 E006009	173	HIGH ST	20:COMMERCIAL CONDOS	181 HIGH STREET LLC		
037 E006010	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006011	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006012	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006013	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006014	173	HIGH ST	10:CONDOMINIUMS	CML LLC		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 E006015	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006016	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006017	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006018	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006019	173	HIGH ST	10:CONDOMINIUMS	CML LLC		
037 E006020	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006021	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006022	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006023	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006024	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006025	173	HIGH ST	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC		
037 E006026	173	HIGH ST	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC		
037 E006027	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006028	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006029	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006030	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006031	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006032	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006033	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006034	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006035	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006036	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C		
037 E006037	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C		
037 E006038	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC		
037 E006039	173	HIGH ST	10:CONDOMINIUMS	177 HIGH LLC		
037 E006040	173	HIGH ST	10:CONDOMINIUMS	177 HIGH LLC		
037 E006041	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E006042	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &		
037 E007001	157	HIGH ST	23:HOTEL & MOTEL	RB PORTLAND LLC		
037 F002001	45	BROWN ST	27:MULTI-USE COMMERCIAL	BROWN TOWER LLC		
037 F005001	28	PREBLE ST	27:MULTI-USE COMMERCIAL	EARL APARTMENTS LLC		
037 F007001	24	PREBLE ST	22:OFFICE BUSINESS	24 PREBLE STREET PROPERTIES LLC		
037 F009001	338	CUMBERLAND AVE	32:WAREHOUSE & STORAGE	SWEETWATER PARTNERS LLC		
037 F012001	41	BROWN ST	55:LITERARY & SCIENTIFIC	MHS INC		
037 F014001	483	CONGRESS ST	54:BENEVOLENT & CHARITABLE	MAINE HISTORICAL SOCIETY		
037 F017001	489	CONGRESS ST	55:LITERARY & SCIENTIFIC	MHS INC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 F020001	38	PREBLE ST	54:BENEVOLENT & CHARITABLE	PREBLE STREET		
037 F022001	477	CONGRESS ST	27:MULTI-USE COMMERCIAL	TT MAINE VENTURE LLC		
037 G001001	594	CONGRESS ST	21:RETAIL SERVICES	HIGH POINT REALTY LLC		
037 G004001	582	CONGRESS ST	21:RETAIL SERVICES	CORNER FREAK LLC		
037 G005001	580	CONGRESS ST	21:RETAIL SERVICES	BBB INC		
037 G006001	578	CONGRESS ST	27:MULTI-USE COMMERCIAL	578 CONGRESS LLC		
037 G007001	576	CONGRESS ST	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC		
037 G008001	574	CONGRESS ST	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC		
037 G009001	570	CONGRESS ST	22:OFFICE BUSINESS	PRIDE RALPH H TRUSTEE		
037 G010001	133	FREE ST	27:MULTI-USE COMMERCIAL	HUBBARD'S APTS INC		
037 G012001	584	CONGRESS ST	21:RETAIL SERVICES	CORNER FREAK LLC		
037 G014001	562	CONGRESS ST	22:OFFICE BUSINESS	TERBAX REALTY INC		
037 H001001	550	CONGRESS ST	27:MULTI-USE COMMERCIAL	550 CONGRESS STREET LLC		
037 H002001	540	CONGRESS ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H002002	540	CONGRESS ST	20:COMMERCIAL CONDOS	540 CONGRESS STREET LLC		
037 H002003	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H002004	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H002005	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H002006	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC		
037 H005001	536	CONGRESS ST	54:BENEVOLENT & CHARITABLE	SPACE GALLERY		
037 H005003	536	CONGRESS ST	20:COMMERCIAL CONDOS	SPACE GALLERY		
037 H006001	522	CONGRESS ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H009001	516	CONGRESS ST	21:RETAIL SERVICES	PACHIOS BROTHERS II LLC		
037 H010001	510	CONGRESS ST	21:RETAIL SERVICES	CENTER CITY PLAZA ASSOC		
037 H011001	500	CONGRESS ST	20:COMMERCIAL CONDOS	MATERIAL OBJECTS		
037 H011002	500	CONGRESS ST	20:COMMERCIAL CONDOS	500 CONGRESS TOP FLOOR LLC		
037 H013001	504	CONGRESS ST	21:RETAIL SERVICES	KAPLAN 504 LLC		
037 H014001	51	OAK ST	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART		
037 H014002	51	OAK ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H014003	51	OAK ST	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART		
037 H014004	51	OAK ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART		
037 H014005	51	OAK ST	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART		
037 H025001	57	OAK ST	21:RETAIL SERVICES	NEKOIE BAHMAN &		
037 I001001	498	CONGRESS ST	21:RETAIL SERVICES	498 CONGRESS LLC		
037 I002101	490	CONGRESS ST	20:COMMERCIAL CONDOS	GRACE LLC		
037 I002102	492	CONGRESS ST	20:COMMERCIAL CONDOS	MZ-KIMBALL COURT LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
037 I002103	15	BROWN ST	20:COMMERCIAL CONDOS	THE DOROTHEA &		
037 I002104	15	BROWN ST	10:CONDOMINIUMS	O'SULLIVAN MICHAEL &		
037 I002105	15	BROWN ST	10:CONDOMINIUMS	ADLER JANICE B		
037 I002201	15	BROWN ST	10:CONDOMINIUMS	PYE JOHN F &		
037 I002202	15	BROWN ST	10:CONDOMINIUMS	SAUCEDO CHRISTIAN MANUEL		
037 I002203	15	BROWN ST	10:CONDOMINIUMS	HAVEY BENJAMIN M		
037 I002204	15	BROWN ST	10:CONDOMINIUMS	SINGER JASON &		
037 I002205	15	BROWN ST	10:CONDOMINIUMS	207 INVESTS I LLC		
037 I002206	15	BROWN ST	10:CONDOMINIUMS	MCILVAIN JOHN &		
037 I002207	15	BROWN ST	10:CONDOMINIUMS	SOULE GEORGE &		
037 I002208	15	BROWN ST	10:CONDOMINIUMS	DOCTOROFF MARK G		
037 I002301	15	BROWN ST	10:CONDOMINIUMS	BERZON TODD S		
037 I002302	15	BROWN ST	10:CONDOMINIUMS	ANDREOLI HELEN L		
037 I002303	15	BROWN ST	10:CONDOMINIUMS	BAUMAN PATRICIA J TRUSTEE		
037 I002304	15	BROWN ST	10:CONDOMINIUMS	MOORE BRIAN D		
037 I002305	15	BROWN ST	10:CONDOMINIUMS	COFFIN KATHLEEN M		
037 I002306	15	BROWN ST	10:CONDOMINIUMS	HUNT RYAN ETAL		
037 I002307	15	BROWN ST	10:CONDOMINIUMS	DOCTOROFF MARK G		
037 I002401	15	BROWN ST	10:CONDOMINIUMS	KIM PAUL ETAL JTS		
037 I002402	15	BROWN ST	10:CONDOMINIUMS	JONES RUSSELL J		
037 I002403	15	BROWN ST	10:CONDOMINIUMS	LANGDON DARBY TRUSTEE		
037 I002404	15	BROWN ST	10:CONDOMINIUMS	RICCI MICHAEL &		
037 I002405	15	BROWN ST	10:CONDOMINIUMS	MARCUS PETER H TRUSTEE &		
037 I002406	15	BROWN ST	10:CONDOMINIUMS	SANTORO DAVID M		
037 I003001	482	CONGRESS ST	21:RETAIL SERVICES	CENTER CONGRESS LLC		
037 I004001	480	CONGRESS ST	22:OFFICE BUSINESS	ASHBY TEAM LLC		
037 I005001	486	CONGRESS ST	27:MULTI-USE COMMERCIAL	BARTHE DONNA		
037 I00701A	11	BROWN ST	20:COMMERCIAL CONDOS	PHELPS CRAIG REAL		
037 I00702A	9	BROWN ST	10:CONDOMINIUMS	HARRISON SYDNEY		
037 I00702B	9	BROWN ST	10:CONDOMINIUMS	BUKER MAILE E		
037 I00703A	9	BROWN ST	10:CONDOMINIUMS	ZELENER YAN &		
037 I00704A	9	BROWN ST	10:CONDOMINIUMS	THORNDIKE WILLIAM N JR &		
037 I009001	59	FREE ST	25:PARKING LOTS	JBG & H ASSOCIATES		
037 I012001	104	CENTER ST	25:PARKING LOTS	CENTER CONGRESS LLC		
038 A001001	10	FREE ST	20:COMMERCIAL CONDOS	JBG&H ASSOCIATES		
038 A001002	10	FREE ST	20:COMMERCIAL CONDOS	BROWN J B & SONS		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED, WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
038 A005001	22	FREE ST	22:OFFICE BUSINESS	BROWN J B & SONS		
038 B001001	1	PORTLAND SQ	20:COMMERCIAL CONDOS	NORTH RIVER IV LLC		
038 B001007	1	PORTLAND SQ	20:COMMERCIAL CONDOS	PS ONE REALTY LLC		
038 B002001	2	PORTLAND SQ	22:OFFICE BUSINESS	NORTH RIVER IV LLC		
038 B003001	481	FORE ST	25:PARKING LOTS	NORTH RIVER IV LLC		
038 C008001	28	COTTON ST	56:GOVERNMENTAL	CITY OF PORTLAND		
038 C009001	24	COTTON ST	25:PARKING LOTS	CASCO VIEW HOLDINGS III LLC		
038 C012001	8	COTTON ST	27:MULTI-USE COMMERCIAL	CASCO VIEW HOLDINGS III LLC		
038 C030001	59	CENTER ST	21:RETAIL SERVICES	CASCO VIEW HOLDINGS III LLC		
038 D015001	82	FREE ST	56:GOVERNMENTAL	CUMBERLAND COUNTY MAINE		
038 E009105	70	CENTER ST	20:COMMERCIAL CONDOS	MITCHELL JOHN D		
038 E009106	70	CENTER ST	20:COMMERCIAL CONDOS	APPLE REAL ESTATE		
038 E009204	70	CENTER ST	20:COMMERCIAL CONDOS	F & H REALTY PARTNERSHIP		
038 E009205	70	CENTER ST	20:COMMERCIAL CONDOS	F & H REALTY PARTNERSHIP		
038 E009304	70	CENTER ST	20:COMMERCIAL CONDOS	EAST COAST CONSTRUCTION AND		
038 E009305	70	CENTER ST	20:COMMERCIAL CONDOS	MCKERSIE FAMILY LLC		
038 E009401	70	CENTER ST	20:COMMERCIAL CONDOS	ALDER RUN DEVELOPMENT		
038 E009G07	70	CENTER ST	20:COMMERCIAL CONDOS	70 CENTER STREET BASEMENT LLC		
038 E009G08	70	CENTER ST	20:COMMERCIAL CONDOS	MAINE BUSINESS SERVICES INC		
038 E010001	17	SOUTH ST	20:COMMERCIAL CONDOS	LEVINE ROBERT A &		
038 E010002	17	SOUTH ST	20:COMMERCIAL CONDOS	SOUTH STREET PARTNERS 2 LLC		
038 E010003	17	SOUTH ST	20:COMMERCIAL CONDOS	PRESTIGE WORLD-WIDE		
038 E012001	52	CENTER ST	21:RETAIL SERVICES	PICTURE ISLAND INC		
038 E019001	1	PLEASANT ST	21:RETAIL SERVICES	RSP PLEASANT LLC		
038 E020001	7	PLEASANT ST	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC		
038 E021001	9	PLEASANT ST	25:PARKING LOTS	7-19 PLEASANT STREET LLC		
038 E022001	9	PLEASANT ST	25:PARKING LOTS	7-19 PLEASANT STREET LLC		
038 E023001	15	PLEASANT ST	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC		
038 E024001	21	PLEASANT ST	27:MULTI-USE COMMERCIAL	ANADILYA PROPERTIES LLC		
038 E025001	11	SOUTH ST	13:THREE FAMILY	AMORY JONATHAN &		
038 E026001	9	SOUTH ST	12:TWO FAMILY	HANSON ANJA-BRITT &		
038 E027001	5	SOUTH ST	27:MULTI-USE COMMERCIAL	FIVE SOUTH STREET LLC		
038 E029001	19	SOUTH ST	27:MULTI-USE COMMERCIAL	19 SOUTH STREET DEVELOPMENT LLC		
038 E030001	58	CENTER ST	25:PARKING LOTS	STEELE DANIEL L		
038 F004001	241	COMMERCIAL ST	24:WHOLESALE	SLM PROPERTIES INC		
038 F006001	245	COMMERCIAL ST	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
038 F008001	470	FORE ST	22:OFFICE BUSINESS	DICTAR ASSOCIATES II		
038 F009001	468	FORE ST	23:HOTEL & MOTEL	HARBOR PLAZA ASSOCIATES II		
038 F009002	468	FORE ST	22:OFFICE BUSINESS	DICTAR ASSOCIATES II		
038 F019001	19	CROSS ST	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS II LLC		
038 G001001	486	FORE ST	25:PARKING LOTS	NORTH RIVER IV LLC		
038 G00202A	269	COMMERCIAL ST	10:CONDOMINIUMS	GOSSELIN EUGENE D &		
038 G00202B	269	COMMERCIAL ST	10:CONDOMINIUMS	POE MAXWELL		
038 G00202C	269	COMMERCIAL ST	10:CONDOMINIUMS	SCHNEIDER PAUL		
038 G00202D	269	COMMERCIAL ST	10:CONDOMINIUMS	CUMMING JEAN S &		
038 G00202E	269	COMMERCIAL ST	10:CONDOMINIUMS	DEVILLIER JACQUES K		
038 G00202F	269	COMMERCIAL ST	10:CONDOMINIUMS	MCKENZIE ANNE-MARIE &		
038 G00203A	269	COMMERCIAL ST	10:CONDOMINIUMS	ALBEE PETER J		
038 G00203B	269	COMMERCIAL ST	10:CONDOMINIUMS	RICE LEE P		
038 G00203C	269	COMMERCIAL ST	10:CONDOMINIUMS	NORCHI CHARLES H		
038 G00203D	269	COMMERCIAL ST	10:CONDOMINIUMS	HUDON WILFRED R		
038 G00203E	269	COMMERCIAL ST	10:CONDOMINIUMS	CONKLIN HENRY C		
038 G00203F	269	COMMERCIAL ST	10:CONDOMINIUMS	TUCKER HAROLD W III		
038 G00204A	269	COMMERCIAL ST	10:CONDOMINIUMS	SERNOFFSKY SUSAN		
038 G00204B	269	COMMERCIAL ST	10:CONDOMINIUMS	269 COMMERCIAL LLC		
038 G00204C	269	COMMERCIAL ST	10:CONDOMINIUMS	VANTAGE RETIREMENT PLANS LLC		
038 G00204D	269	COMMERCIAL ST	10:CONDOMINIUMS	KIMBLE ELLEN SUE		
038 G00204E	269	COMMERCIAL ST	10:CONDOMINIUMS	LOWRY KATE		
038 G00204F	269	COMMERCIAL ST	10:CONDOMINIUMS	WONG ROCKET &		
038 G00205A	269	COMMERCIAL ST	10:CONDOMINIUMS	BERG ERIC O JR TRUSTEE		
038 G00205B	269	COMMERCIAL ST	10:CONDOMINIUMS	TARBOX JEFFERY H		
038 G00205C	269	COMMERCIAL ST	10:CONDOMINIUMS	CALDWELL ROBERT A		
038 G00205D	269	COMMERCIAL ST	10:CONDOMINIUMS	MUEHLE BRENNAL		
038 G00205E	269	COMMERCIAL ST	10:CONDOMINIUMS	FLAHERTY CHRISTOPHER F		
038 G00205F	269	COMMERCIAL ST	10:CONDOMINIUMS	FOSTER ANTHONY W		
038 G002267	269	COMMERCIAL ST	20:COMMERCIAL CONDOS	267 COMMERCIAL STREET LLC		
038 G002271	269	COMMERCIAL ST	20:COMMERCIAL CONDOS	JKC LLC		
038 G005001	9	CENTER ST	23:HOTEL & MOTEL	FATHOM CC LLC		
038 I001001	28	FREE ST	27:MULTI-USE COMMERCIAL	40 FREE LLC		
038 I003001	15	SPRING ST	25:PARKING LOTS	BROWN J B & SONS		
038 I018001	46	FREE ST	21:RETAIL SERVICES	BROWN J B & SONS		
039 A001001	626	CONGRESS ST	21:RETAIL SERVICES	PARK WONBAE &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
039 A002001	622	CONGRESS ST	21:RETAIL SERVICES	WAYNE ENTERPRISES LLC		
039 A005001	616	CONGRESS ST	21:RETAIL SERVICES	614 CONGRESS STREET LLC		
039 A006001	143	PARK ST	25:PARKING LOTS	614 CONGRESS STREET LLC		
039 A007001	612	CONGRESS ST	25:PARKING LOTS	RICE GEOFFREY I		
039 A008001	610	CONGRESS ST	21:RETAIL SERVICES	19 SOUTH STREET LLC		
039 A009001	608	CONGRESS ST	21:RETAIL SERVICES	19 SOUTH STREET LLC		
039 A010001	606	CONGRESS ST	21:RETAIL SERVICES	602 CONGRESS LLC		
039 A011001	141	PARK ST	25:PARKING LOTS	WAYNE ENTERPRISES LLC		
039 A013001	600	CONGRESS ST	22:OFFICE BUSINESS	602 CONGRESS LLC		
039 A016001	122	HIGH ST	40:VACANT LAND	PACIFIC & SOUTHERN COMPANY INC		
039 A016002	122	HIGH ST	25:PARKING LOTS	PACIFIC AND SOUTHERN LLC		
039 A017001	128	HIGH ST	22:OFFICE BUSINESS	PACIFIC & SOUTHERN COMPANY INC		
039 A027001	116	HIGH ST	26:PRIVATE CLUBS	CUMBERLAND CLUB		
039 A028001	135	SPRING ST	04:BED & BREAKFAST	THE WREN LLC		
039 A029001	133	SPRING ST	27:MULTI-USE COMMERCIAL	STADLER CECILE		
039 A030001	131	SPRING ST	27:MULTI-USE COMMERCIAL	NOUVEAU-NE LLC		
039 A031001	129	SPRING ST	27:MULTI-USE COMMERCIAL	129 SPRING STREET LLC		
039 A032001	127	SPRING ST	25:PARKING LOTS	CUMBERLAND CLUB		
039 A035001	110	HIGH ST	27:MULTI-USE COMMERCIAL	SOUTH 504 LLC		
039 A037001	106	HIGH ST	21:RETAIL SERVICES	M2BM LLC		
039 A038001	612	CONGRESS ST	21:RETAIL SERVICES	BLUE BAY LLC		
039 B001001	97	SPRING ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 B003001	142	FREE ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 B004001	130	FREE ST	25:PARKING LOTS	MAINEHEALTH		
039 B007001	128	FREE ST	21:RETAIL SERVICES	MAINEHEALTH		
039 B008001	120	FREE ST	25:PARKING LOTS	MAINEHEALTH		
039 B011001	44	OAK ST	20:COMMERCIAL CONDOS	EVERYTHING LLC		
039 B011002	44	OAK ST	20:COMMERCIAL CONDOS	EVERYTHING LLC		
039 B011003	44	OAK ST	20:COMMERCIAL CONDOS	CLOUD SKY LLC		
039 B011004	44	OAK ST	10:CONDOMINIUMS	KEON MICHAEL P		
039 B013001	148	FREE ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 B015001	87	SPRING ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART		
039 C001002	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C00101A	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C00101B	110	FREE ST	20:COMMERCIAL CONDOS	MAINEHEALTH		
039 C00101C	110	FREE ST	20:COMMERCIAL CONDOS	MAINEHEALTH		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
039 C0010GB	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C0010GC	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001301	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001302	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001GA1	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C001GA2	110	FREE ST	54:BENEVOLENT & CHARITABLE	MAINEHEALTH		
039 C002001	0	FREE ST	56:GOVERNMENTAL	CITY OF PORTLAND		
039 D005001	98	HIGH ST	56:GOVERNMENTAL	CITY OF PORTLAND		
039 E001001	94	SPRING ST ARTERIAL	56:GOVERNMENTAL	CITY OF PORTLAND		
039 E008001	93	HIGH ST	22:OFFICE BUSINESS	GREATER PORTLAND		
039 E009001	87	HIGH ST	54:BENEVOLENT & CHARITABLE	ST ELIZABETH'S ROMAN		
039 E010001	88	SPRING ST	23:HOTEL & MOTEL	LAFAYETTE PORTLAND LLC		
039 F001001	40	SPRING ST ARTERIAL	25:PARKING LOTS	LAFAYETTE PORTLAND LLC		
039 F013001	59	PLEASANT ST	32:WAREHOUSE & STORAGE	BAKERY LIMITED LIABILITY CO		
039 F017001	22	SOUTH ST	12:TWO FAMILY	LOMBARDI BRIAN D		
039 F018001	20	SOUTH ST	12:TWO FAMILY	SCHMIDT REMINGTON O		
039 F019001	16	SOUTH ST	12:TWO FAMILY	LEWIS CLARENCE MICHAEL &		
039 F020001	14	SOUTH ST	12:TWO FAMILY	MCLAUGHLIN KATHERINE A TRUSTEE		
039 F021001	10	SOUTH ST	25:PARKING LOTS	BROWN J B & SONS		
039 F022001	37	PLEASANT ST	10:CONDOMINIUMS	SERAICHICK SUSAN &		
039 F022002	37	PLEASANT ST	10:CONDOMINIUMS	WEATHERFORD CLAUDINE &		
039 F022003	37	PLEASANT ST	10:CONDOMINIUMS	WATSON MICHAEL P &		
039 F022004	37	PLEASANT ST	10:CONDOMINIUMS	HOLT MYRA FUJIMOTO TRUSTEE		
039 F022005	37	PLEASANT ST	10:CONDOMINIUMS	COMEAU PETER W &		
039 F022006	37	PLEASANT ST	10:CONDOMINIUMS	HAAS JOHN E &		
039 F023001	35	PLEASANT ST	20:COMMERCIAL CONDOS	35 PLEASANT ST LLC		
039 F023002	35	PLEASANT ST	10:CONDOMINIUMS	REITER LAUREN J &		
039 F025001	24	SOUTH ST	58:LAND BANKS	CITY OF PORTLAND		
039 F026001	22	SOUTH ST	40:VACANT LAND	LOMBARDI DEBRA &		
040 A001001	79	HIGH ST	16:11 TO 20 FAMILY	AVESTA INGRAHAM HOUSE LLC		
040 A002001	98	PLEASANT ST	14:FOUR FAMILY	O'SULLIVAN PATRICIA &		
040 A003001	92	PLEASANT ST	12:TWO FAMILY	CROTEAU COLLEEN O &		
040 A004001	88	PLEASANT ST	15:5 TO 10 FAMILY	C M SCRIBNER & CO LIMITED		
040 A005001	76	PLEASANT ST	25:PARKING LOTS	LAFAYETTE PORTLAND LLC		
040 A008001	74	PLEASANT ST	25:PARKING LOTS	BROWN J B & SONS		
040 A009001	68	PLEASANT ST	14:FOUR FAMILY	SCHWARTZ DONNA L		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 A010001	54	MAPLE ST	27:MULTI-USE COMMERCIAL	AXE CAP LLC		
040 A011001	67	HIGH ST	11:SINGLE FAMILY	SCHAIR ANNEMIEKE		
040 A013001	53	DANFORTH ST	17:21 PLUS FAMILY	53 DANFORTH STREET LP		
040 A014001	52	MAPLE ST	11:SINGLE FAMILY	ADLER BRENT		
040 A015001	65	HIGH ST	15:5 TO 10 FAMILY	BRICKLIGHT PROPERTIES LLC		
040 A016001	81	DANFORTH ST	17:21 PLUS FAMILY	DANFORTH ON HIGH LP		
040 A017001	77	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A018001	75	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A019001	71	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A022001	67	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A024001	63	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC		
040 A027001	50	MAPLE ST	11:SINGLE FAMILY	BRIGHAM JORDAN &		
040 A028001	46	MAPLE ST	40:VACANT LAND	BROWN J B & SONS		
040 A030001	69	HIGH ST	16:11 TO 20 FAMILY	BRICKLIGHT PROPERTIES LLC		
040 B001001	55	MAPLE ST	25:PARKING LOTS	BAKERY LIMITED LIABILITY CO		
040 B002001	58	PLEASANT ST	25:PARKING LOTS	BROWN J B & SONS		
040 B003001	54	PLEASANT ST	13:THREE FAMILY	JR SAPPERSTEIN HOLDINGS LLC		
040 B004001	44	PLEASANT ST	27:MULTI-USE COMMERCIAL	44 PLEASANT STREET LLC		
040 B006001	40	PLEASANT ST	11:SINGLE FAMILY	SPERRY ELISABETH &		
040 B007001	23	DANFORTH ST	27:MULTI-USE COMMERCIAL	SCHWARTZ DONNA L		
040 B008001	32	PLEASANT ST	22:OFFICE BUSINESS	32 PLEASANT STREET LLC		
040 B009001	30	PLEASANT ST	10:CONDOMINIUMS	LEVANDOSKI THERESE M		
040 B009002	30	PLEASANT ST	10:CONDOMINIUMS	HANSON JUNE ANDREA		
040 B009003	30	PLEASANT ST	10:CONDOMINIUMS	HOULE RONALD J &		
040 B010001	20	PLEASANT ST	12:TWO FAMILY	18 PLEASANT STREET ASSOCIATES		
040 B012001	18	PLEASANT ST	22:OFFICE BUSINESS	18 PLEASANT ST ASSOC		
040 B013001	14	PLEASANT ST	11:SINGLE FAMILY	GIOBBI CARLO A JR &		
040 B015001	10	PLEASANT ST	25:PARKING LOTS	GIOBBI CARLO A JR &		
040 B017001	4	PLEASANT ST	21:RETAIL SERVICES	SANTE LLC		
040 B018001	51	MAPLE ST	40:VACANT LAND	BRIGHAM JORDAN &		
040 B020001	35	DANFORTH ST	21:RETAIL SERVICES	TOBEY LINDA W		
040 B021001	33	DANFORTH ST	13:THREE FAMILY	FOX STEPHEN H		
040 B022001	29	DANFORTH ST	40:VACANT LAND	SCHAIR-CARDONA ERICA &		
040 B023001	13	DANFORTH ST	25:PARKING LOTS	WRIGHT-RYAN REAL ESTATE LLC		
040 B028001	1	DANFORTH ST	21:RETAIL SERVICES	SANTE LLC		
040 B032001	45	DANFORTH ST	21:RETAIL SERVICES	CIGRI & DENG PROPERTIES LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 B033001	56	PLEASANT ST	10:CONDOMINIUMS	SPRAGUE ERIC T		
040 B033002	56	PLEASANT ST	10:CONDOMINIUMS	MARCOUX VANESSA L &		
040 B033003	56	PLEASANT ST	10:CONDOMINIUMS	RUNNING SALLY		
040 C001001	51	HIGH ST	16:11 TO 20 FAMILY	GILLIS PETER J		
040 C002001	78	DANFORTH ST	15:5 TO 10 FAMILY	WEST COMPANY		
040 C005001	101	YORK ST	20:COMMERCIAL CONDOS	BROWN J B & SONS		
040 C005201	25	HIGH ST	10:CONDOMINIUMS	VEALE PATRICK J &		
040 C005202	25	HIGH ST	10:CONDOMINIUMS	ESCHBACH KELLY S &		
040 C005203	25	HIGH ST	10:CONDOMINIUMS	KLEINLERER MICHAL FRED A		
040 C005204	25	HIGH ST	10:CONDOMINIUMS	PARK KYUNG SAM		
040 C005206	25	HIGH ST	10:CONDOMINIUMS	MYSA RENTALS LLC		
040 C005207	25	HIGH ST	10:CONDOMINIUMS	CARRAHER DARIN L		
040 C005208	25	HIGH ST	10:CONDOMINIUMS	LAGHAEI FARID &		
040 C005209	25	HIGH ST	10:CONDOMINIUMS	GATOS PAMELA &		
040 C005210	25	HIGH ST	10:CONDOMINIUMS	239 MADISON AVENUE ASSOCIATES LLC		
040 C005211	25	HIGH ST	10:CONDOMINIUMS	LIEBERMAN KYLE A ETAL JTS		
040 C005212	25	HIGH ST	10:CONDOMINIUMS	WEATHERILL CAROLINE AVERY		
040 C005213	25	HIGH ST	10:CONDOMINIUMS	PRICE JASON LLOYD &		
040 C005214	25	HIGH ST	10:CONDOMINIUMS	DIRECTOR STEVEN &		
040 C005215	25	HIGH ST	10:CONDOMINIUMS	CUSHMAN ROBIN MARI TRUSTEE		
040 C005216	25	HIGH ST	10:CONDOMINIUMS	CHADBOURNE DENNIS S		
040 C005301	25	HIGH ST	10:CONDOMINIUMS	LYONS THOMAS W &		
040 C005302	25	HIGH ST	10:CONDOMINIUMS	HARROW DAVID		
040 C005303	25	HIGH ST	10:CONDOMINIUMS	SMITH TEALE &		
040 C005304	25	HIGH ST	10:CONDOMINIUMS	BROWN LAUREN HINSON &		
040 C005305	25	HIGH ST	10:CONDOMINIUMS	WRIGHT WILLIAM R &		
040 C005306	25	HIGH ST	10:CONDOMINIUMS	LACOGNATA STUART A		
040 C005307	25	HIGH ST	10:CONDOMINIUMS	GRIFFIN ALEXANDER &		
040 C005308	25	HIGH ST	10:CONDOMINIUMS	MARTINEZ DANIEL M &		
040 C005309	25	HIGH ST	10:CONDOMINIUMS	ADLER SUSAN		
040 C005310	25	HIGH ST	10:CONDOMINIUMS	MORRIS AARON		
040 C005311	25	HIGH ST	10:CONDOMINIUMS	LAMPNER GLENNA H &		
040 C005312	25	HIGH ST	10:CONDOMINIUMS	MCCARTHY SHAUN N &		
040 C005313	25	HIGH ST	10:CONDOMINIUMS	GRIDLEY GUY G		
040 C005314	25	HIGH ST	10:CONDOMINIUMS	MAHMOUD AMMAR		
040 C005315	25	HIGH ST	10:CONDOMINIUMS	MARICHEL LLC		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 C005316	25	HIGH ST	10:CONDOMINIUMS	MILLER DEREK		
040 C005401	25	HIGH ST	10:CONDOMINIUMS	KEELING MATTHEW R &		
040 C005402	25	HIGH ST	10:CONDOMINIUMS	TAMASHIRO KASEY-KALEI		
040 C005403	25	HIGH ST	10:CONDOMINIUMS	WOON ASHLEY HARDI		
040 C005404	25	HIGH ST	10:CONDOMINIUMS	MORSE KRISTY M		
040 C005405	25	HIGH ST	10:CONDOMINIUMS	CHEUNG PATRICIA K		
040 C005406	25	HIGH ST	10:CONDOMINIUMS	SKACEL LAURA E		
040 C005407	25	HIGH ST	10:CONDOMINIUMS	SHELLEY W KIRBY &		
040 C005408	25	HIGH ST	10:CONDOMINIUMS	WELCH STANLEY E &		
040 C005409	25	HIGH ST	10:CONDOMINIUMS	PIASIO GEOFF B		
040 C005410	25	HIGH ST	10:CONDOMINIUMS	SADLER CLIFFORD H &		
040 C005411	25	HIGH ST	10:CONDOMINIUMS	SCHAFER MORGAN &		
040 C005412	25	HIGH ST	10:CONDOMINIUMS	KRONENBERG MARIANNE L &		
040 C005413	25	HIGH ST	10:CONDOMINIUMS	DORNEMAN PENELOPE LEE &		
040 C005414	25	HIGH ST	10:CONDOMINIUMS	BARNETT THOMAS R &		
040 C005415	25	HIGH ST	10:CONDOMINIUMS	MUNDHENK THOMAS &		
040 C005416	25	HIGH ST	10:CONDOMINIUMS	ROSS NATHAN T &		
040 C005501	25	HIGH ST	10:CONDOMINIUMS	CHANG BENNY &		
040 C005502	25	HIGH ST	10:CONDOMINIUMS	JOHNSTON EDWARD R &		
040 C005503	25	HIGH ST	10:CONDOMINIUMS	HARK ROBERT S &		
040 C005504	25	HIGH ST	10:CONDOMINIUMS	FREEDMAN PAUL R TRUSTEE		
040 C005505	25	HIGH ST	10:CONDOMINIUMS	JOHNSON THOMAS		
040 C005506	25	HIGH ST	10:CONDOMINIUMS	MARSDEN DAVID &		
040 C005507	25	HIGH ST	10:CONDOMINIUMS	LADAN LUKA		
040 C005508	25	HIGH ST	10:CONDOMINIUMS	CARTER DONALD D JR &		
040 C005509	25	HIGH ST	10:CONDOMINIUMS	GALLUZZO DONNA &		
040 C005510	25	HIGH ST	10:CONDOMINIUMS	LARLEE BRENT A &		
040 C005511	25	HIGH ST	10:CONDOMINIUMS	OSTERGAARD LLC		
040 C005512	25	HIGH ST	10:CONDOMINIUMS	DANIELSEN KERRY E		
040 C005513	25	HIGH ST	10:CONDOMINIUMS	CONRAD ERIC &		
040 C005514	25	HIGH ST	10:CONDOMINIUMS	SHAW DAVID E &		
040 C005515	25	HIGH ST	10:CONDOMINIUMS	PARK MIRI		
040 C005516	25	HIGH ST	10:CONDOMINIUMS	STEWART ROBERT W TRUSTEE		
040 C009001	50	DANFORTH ST	31:MANUFACTURING	BROWN J B & SONS		
040 C014001	41	HIGH ST	14:FOUR FAMILY	SACRE LINDA &		
040 C015001	37	HIGH ST	10:CONDOMINIUMS	CORRALES ANNAMARIE &		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
040 C015002	37	HIGH ST	10:CONDOMINIUMS	SOLSTICE INVESTMENTS LLC		
040 C015003	37	HIGH ST	10:CONDOMINIUMS	BAILLARGEON CHARLES C		
040 C015004	37	HIGH ST	10:CONDOMINIUMS	THIS THYME AROUND LLC		
040 C016001	31	HIGH ST	12:TWO FAMILY	BERNOTAVICZ JARAD		
040 C021001	27	HIGH ST	27:MULTI-USE COMMERCIAL	BROWN J B & SONS		
040 C026001	75	YORK ST	24:WHOLESALE	75 YORK STREET LLC		
040 C030001	53	YORK ST	21:RETAIL SERVICES	CASTINE 53 LLC		
040 D001001	20	DANFORTH ST	22:OFFICE BUSINESS	BROWN J B & SONS		
040 D002001	10	DANFORTH ST	22:OFFICE BUSINESS	WRIGHT-RYAN REAL ESTATE LLC		
040 E001001	40	YORK ST	25:PARKING LOTS	BROWN J B & SONS		
040 E003001	311	COMMERCIAL ST	10:CONDOMINIUMS	SAMBATAKOS JOHN P &		
040 E003002	311	COMMERCIAL ST	10:CONDOMINIUMS	HIGONNET CAMILLE		
040 E003003	311	COMMERCIAL ST	10:CONDOMINIUMS	WOODS MARY A &		
040 E003004	311	COMMERCIAL ST	10:CONDOMINIUMS	LEVIN-MARTIN MINDY F &		
040 E003005	311	COMMERCIAL ST	10:CONDOMINIUMS	TAYLOR-CHIARELLO ROBIN		
040 E003006	311	COMMERCIAL ST	10:CONDOMINIUMS	DODGE MEREDITH A &		
040 E003007	311	COMMERCIAL ST	10:CONDOMINIUMS	KRUTHOFF CATHERINE H &		
040 E003008	311	COMMERCIAL ST	10:CONDOMINIUMS	JR SEELY COMPANY LLC		
040 E003009	311	COMMERCIAL ST	10:CONDOMINIUMS	KROON THOMAS J &		
040 E00300H	311	COMMERCIAL ST	20:COMMERCIAL CONDOS	JBB HOSPITALITY I LLC		
040 E00300R	311	COMMERCIAL ST	20:COMMERCIAL CONDOS	TIQA LEGACY LLC		
040 E003010	311	COMMERCIAL ST	10:CONDOMINIUMS	GRIMM KRISTY &		
040 E003011	311	COMMERCIAL ST	10:CONDOMINIUMS	CLANCY PAUL		
040 E003012	311	COMMERCIAL ST	10:CONDOMINIUMS	HOUCK THOMAS K &		
040 E003013	311	COMMERCIAL ST	10:CONDOMINIUMS	SNITE DEBORAH		
040 E003014	311	COMMERCIAL ST	10:CONDOMINIUMS	POWER CHRISTOPHER J &		
040 F009001	305	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	BAXTER PLACE LLC		
040 F011001	14	YORK ST	22:OFFICE BUSINESS	BROWN J B & SONS		
041 A015001	260	COMMERCIAL ST	24:WHOLESALE	WATERFRONT MAINE BT LLC		
041 A016001	252	COMMERCIAL ST	22:OFFICE BUSINESS	WATERFRONT MAINE		
042 A001001	379	COMMERCIAL ST	23:HOTEL & MOTEL	NPCC LLC		
042 A002140	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002141	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002143	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002144	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002145	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		

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WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
042 A002146	383	COMMERCIAL ST	20:COMMERCIAL CONDOS	DEERING PROPERTY		
042 A002200	383	COMMERCIAL ST	10:CONDOMINIUMS	BRUCE ELIZABETH B		
042 A002201	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002202	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002203	383	COMMERCIAL ST	10:CONDOMINIUMS	ALEXANDER LORI &		
042 A002204	383	COMMERCIAL ST	10:CONDOMINIUMS	YOUNG BRADLEY S &		
042 A002300	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002301	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002302	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002303	383	COMMERCIAL ST	10:CONDOMINIUMS	LANE RYAN S		
042 A002304	383	COMMERCIAL ST	10:CONDOMINIUMS	SKELLY ABIGAIL M &		
042 A002305	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002306	383	COMMERCIAL ST	10:CONDOMINIUMS	LEE FRANK		
042 A002307	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002308	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002309	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002310	383	COMMERCIAL ST	10:CONDOMINIUMS	MUMME YVONNE B &		
042 A002311	383	COMMERCIAL ST	10:CONDOMINIUMS	DIRKMAAT ERIK L &		
042 A002312	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002313	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002314	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002315	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002316	383	COMMERCIAL ST	10:CONDOMINIUMS	FECHER RICHARD J &		
042 A002317	383	COMMERCIAL ST	10:CONDOMINIUMS	KENNEDY TODD M		
042 A002318	383	COMMERCIAL ST	10:CONDOMINIUMS	FAVREAU SCOTT A &		
042 A002319	383	COMMERCIAL ST	10:CONDOMINIUMS	UZEE JOHN H		
042 A002320	383	COMMERCIAL ST	10:CONDOMINIUMS	KALM HARBOUR LLC		
042 A002321	383	COMMERCIAL ST	10:CONDOMINIUMS	HALLOCK BRADLEY L &		
042 A002400	383	COMMERCIAL ST	10:CONDOMINIUMS	MJECO LLC		
042 A002401	383	COMMERCIAL ST	10:CONDOMINIUMS	COOK RICHARD F JR		
042 A002402	383	COMMERCIAL ST	10:CONDOMINIUMS	CARAMANDO ANTHONY N		
042 A002403	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002404	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002405	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002406	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002407	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		

PROPERTIES IN THE PORTLAND DOWNTOWN DISTRICT FOR FY2022; NET ASSESSMENTS AND FEE WILL BE UPDATED WHEN THE REVALUATION IS COMPLETED,
WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
042 A002408	383	COMMERCIAL ST	10:CONDOMINIUMS	RUGGLES PATRICIA WELLS		
042 A002409	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002410	383	COMMERCIAL ST	10:CONDOMINIUMS	HOLMES JOANNE C TRUSTEE		
042 A002411	383	COMMERCIAL ST	10:CONDOMINIUMS	TOPPER DAVID C &		
042 A002412	383	COMMERCIAL ST	10:CONDOMINIUMS	DARBY DOUGLAS M		
042 A002413	383	COMMERCIAL ST	10:CONDOMINIUMS	DERRIEY LIONEL H		
042 A002414	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002415	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002416	383	COMMERCIAL ST	10:CONDOMINIUMS	SIMONDS MELISSA G		
042 A002417	383	COMMERCIAL ST	10:CONDOMINIUMS	CEFALO KYLE J		
042 A002419	383	COMMERCIAL ST	10:CONDOMINIUMS	PRATT CAROLYN R		
042 A002420	383	COMMERCIAL ST	10:CONDOMINIUMS	PARK DIANA L &		
042 A002421	383	COMMERCIAL ST	10:CONDOMINIUMS	DARBY CORINN A		
042 A002500	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002501	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002502	383	COMMERCIAL ST	10:CONDOMINIUMS	BRIKIATIS SYLVIE &		
042 A002503	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002504	383	COMMERCIAL ST	10:CONDOMINIUMS	GRADY JANET M		
042 A002505	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002506	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002507	383	COMMERCIAL ST	10:CONDOMINIUMS	LAFFERTY JEROME S &		
042 A002509	383	COMMERCIAL ST	10:CONDOMINIUMS	NIERMAN MERYL E		
042 A002510	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002511	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002512	383	COMMERCIAL ST	10:CONDOMINIUMS	COSTANTINO PAUL &		
042 A002513	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002514	383	COMMERCIAL ST	10:CONDOMINIUMS	GLOVER DAWSON COLEMAN IV		
042 A002515	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002516	383	COMMERCIAL ST	10:CONDOMINIUMS	RITTENBERG RHONDA L &		
042 A002517	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002519	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002520	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002521	383	COMMERCIAL ST	10:CONDOMINIUMS	DAVIN CHRISTOPHER P &		
042 A002600	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002601	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002602	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		

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WITH FEE FOR ALL PROPERTIES TO MATCH THE PORTLAND DOWNTOWN FY2022 BUDGET OF \$1,036,500 - SAME BUDGET FY2021.

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
042 A002603	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002604	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002605	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002606	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002607	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002608	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002609	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002610	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002611	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002701	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002702	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002704	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002705	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A002706	383	COMMERCIAL ST	10:CONDOMINIUMS	DEERING PROPERTY		
042 A003001	387	COMMERCIAL ST	21:RETAIL SERVICES	DPD LOT 3 LLC		
042 A007001	54	YORK ST	55:LITERARY & SCIENTIFIC	UNITY COLLEGE		
042 C001110	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001120	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001130	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114A	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114B	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114C	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00114D	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001150	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001160	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001170	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00118A	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C00118B	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001190	344	COMMERCIAL ST	20:COMMERCIAL CONDOS	GULF OF MAINE PROPERTIES INC		
042 C001210	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001310	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001320	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001330	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
042 C001CCL	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC		
045 A001001	660	CONGRESS ST	27:MULTI-USE COMMERCIAL	A K LONGFELLOW LLC		
045 A002001	656	CONGRESS ST	27:MULTI-USE COMMERCIAL	RICE GEOFFREY I		

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PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ RATE TBD
045 A003001	638	CONGRESS ST	27:MULTI-USE COMMERCIAL	638 CONGRESS STREET		
045 A033001	177	STATE ST	15:5 TO 10 FAMILY	RANS LLC		
045 A034001	664	CONGRESS ST	21:RETAIL SERVICES	RANS LLC		
045 A035001	670	CONGRESS ST	21:RETAIL SERVICES	LONGFELLOW SQUARE		
046 C011001	675	CONGRESS ST	27:MULTI-USE COMMERCIAL	RITA LINDA LLC		
046 C012001	673	CONGRESS ST	21:RETAIL SERVICES	DOUKAS ANDREW J		
046 C013001	671	CONGRESS ST	21:RETAIL SERVICES	DOUKAS ANDREW J &		
046 C019001	667	CONGRESS ST	27:MULTI-USE COMMERCIAL	REDFERN LONGFELLOW LLC		
046 D008001	15	AVON ST	11:SINGLE FAMILY	WIEDERKEHR RYAN A		
046 D017001	156	HIGH ST	53:RELIGIOUS	WILLISTON-IMMANUEL UNITED CHURCH		
046 D018001	653	CONGRESS ST	21:RETAIL SERVICES	RICE GEOFFREY TRUSTEE		
046 D021001	655	CONGRESS ST	27:MULTI-USE COMMERCIAL	TRELAWNY 657 LLC		
046 D022001	645	CONGRESS ST	27:MULTI-USE COMMERCIAL	BAYSIDE MAINE LLC		
046 D026001	633	CONGRESS ST	27:MULTI-USE COMMERCIAL	BURNHAM ARMS LLC		
046 D027001	629	CONGRESS ST	40:VACANT LAND	BURNHAM ARMS ANNEX LLC		
046 D028001	625	CONGRESS ST	21:RETAIL SERVICES	BURNHAM ARMS ANNEX LLC		
046 D029001	619	CONGRESS ST	22:OFFICE BUSINESS	BAXTER BUILDING LLC		
046 D031001	142	HIGH ST	22:OFFICE BUSINESS	CROSTONE PORTLAND LLC		
055 E037001	190	STATE ST	27:MULTI-USE COMMERCIAL	HUCKSTER'S ROW PROPERTIES LLC		
055 E039001	188	STATE ST	27:MULTI-USE COMMERCIAL	LONGFELLOW SQUARE		
444 A001001	54	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND		
444 A005001	46	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND		
444 A00500B	46	COMMERCIAL ST	20:COMMERCIAL CONDOS	CASCO BAY MHR LLC		
444 A011001	54	COMMERCIAL ST	58:LAND BANKS	CITY OF PORTLAND		
TOTALS:						

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 3, 2021

SUBJECT: Order 300-20/21 Approving Agreement between the City of Portland and Portland Downtown for Fiscal Year 2021-2022 - Sponsored by the Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order with the two previous orders.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Approving FY2022 Portland Downtown Agreement 6.21.2021

Prepared by:

Date: 5/3/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE AGREEMENT BETWEEN THE CITY OF PORTLAND
AND PORTLAND DOWNTOWN**

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to enter into said Agreement in substantially in the form attached, and any other documents necessary to effect the intent of this order, to carry out the Development Plan for the Downtown Improvement District, Inc. for the period from and after its Effective Date and ending June 30, 2022.

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

AGREEMENT made as of the 1st day of July, 2021, (the “Effective Date”) by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the “City”) and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine (“**Portland Downtown**” or “**PD**”).

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the “Downtown Improvement District” (hereinafter, the “District”), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City (“Supplemental Services”) and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

- a. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2022 (the “Term”).

ARTICLE II. Financial Considerations

- a. The City will levy development district assessments (“Development District Assessments”) on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

- b. For the period commencing on the Effective Date and ending June 30, 2022, the City will pay Portland Downtown in monthly installments, to reflect the Development District Assessments collected by the City net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2021 through and including June 1, 2022. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Nine Thousand Six Hundred Fifty Dollars (\$9,650.00). In addition, the City is entitled to withhold an estimate of uncollected development district assessments from payment to Portland Downtown. The estimate will be provided to Portland Downtown by 2/15/2022. Any difference between estimated and actual uncollected Development District Assessments will be trued up in the next fiscal year pursuant to subsection c below.
- c. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Agreement with the City, and considering any prior payments made as per Section b. City will provide Portland Downtown with written detail as to any deductions taken from payments under this paragraph.
- d. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.
- e. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2021, and ending on June 30, 2022, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.
- f. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- g. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

- a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the “Baseline City Services”). The specific nature and amount of such Baseline City Services shall be determined in the City’s reasonable discretion.
- b. The City may reduce the Baseline City Services in its discretion at any time, but only as part of a City-wide reduction in such services.

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

- a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City’s provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in equal monthly installments during the term of this Agreement.
- b. The City shall endeavor to assign the following City staff (the “City Downtown Staff”) to perform the Supplemental Downtown District Services weekly during the term of this Agreement:

1 Public Works Supervisor – Daytime
1 Portland Downtown Steward – Daytime
4 Maintenance Workers – 3 Daytime and 1 Overnight
1 Seasonal Laborer, April 15 – October 31 - Days

The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City’s best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services.

- c. The City’s Public Works Director and/or designee (the “City Director”) and Portland Downtown’s Executive Director and/or designee (the “PD Director”) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.
- d. Portland Downtown and City Manager will meet annually to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.
- e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services

with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials" as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

- f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 20, 2022, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.
- g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.
- h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or his designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

- a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
- b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:
 - i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

- ii. Establish positions for administration and management of its programs; recruit, hire, and pay and otherwise supervise its work force necessary to implement this charge.
- iii. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
- iv. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
- v. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
- vi. Maintain all minutes and records of Portland Downtown proceedings as may be required.
- vii. Participate in decoration and beautification of public places in the District.
- viii. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
- ix. Provide advice or feedback to City staff about proposed events in public spaces within the District.
- x. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
- xi. Maintain existing pedestrian way finding signage for the District in accordance with applicable City codes and ordinances.
- xii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
- xiii. Manage Visitor Information Booth in Tommy's Park.
- xiv. Wash, maintain and relocate street furniture, trash cans, street lanterns, and undertake minor repairs to street furniture.
- xv. Engage in partnerships with other organizations to provide programs and services.
- xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, prior to the installation of any banners.
- xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

- a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.
- b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of his intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.
- c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from the Effective Date to December 31, 2021, and January 1, 2022 to June 30, 2022; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.
- d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily

performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.
- e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

Portland Downtown covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

- a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.
 3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

- a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Portland Downtown will procure and maintain occurrence-based Automobile Liability Insurance 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, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, Portland Downtown shall name the City as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Portland Downtown shall furnish the City and thereafter maintain certificates evidencing all such coverages, which

certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Portland Downtown shall provide City with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions.

Article XII. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2021.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS

**DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

By: _____
David Packard
Its Board Chair

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

EXHIBIT A

(Insert Map of District)

**Portland
Downtown District
Boundary Map**

June 18, 2018

EXHIBIT A

Legend

Portland Downtown District also 7/1/2018

0 500 1,000 2,000 Feet

EXHIBIT B

(Insert Legal Description of District)

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

(Insert Portland Downtown Budget)

PORTLAND DOWNTOWN BUDGET FY22

Estimated valuation \$961,998,370

FY 22 Budget		
INCOME		
ASSESSMENT INCOME	\$	1,036,500.00
EVENT INCOME		
LIGHT UP YOUR HOLIDAYS		
TREE LIGHTING SPONSORSHIPS	\$	7,500.00
WINDOW DISPLAY CONTEST SPONSOR	\$	1,000.00
HORSE + WAGON RIDE SPONSORSHIPS	\$	
SHOP FOR A CAUSE SPONSORSHIP	\$	2,000.00
MERRY MADNESS TICKET SALES	\$	11,000.00
MERRY MADNESS SPONSORSHIP	\$	7,500.00
Total Light Up Your Holidays		
POLICE AWARDS BREAKFAST	\$	5,000.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP SPONSORSHIP	\$	1,000.00
OPF SPONSORSHIPS		
OPF INCOME		
Total Summer Kick Off Weekend		
Total EVENT INCOME	\$	39,000.00
DIRECTORY PARTNERSHIP/CONTRIBUTION		0
GRANT INCOME	\$	1,000.00
CONTRIBUTIONS INCOME	\$	500.00
PARK & WORK INCOME	\$	250.00
Total Income	\$	1,116,250.00
Expense		
CLEAN INITIATIVES		
SUPPLEMENTAL SERVICES CONTRACT	\$	414,126.00
FIXED FEE FOR DID ADMIN	\$	9,650.00
ESTIMATED NONCOLLECTION	\$	10,365.00
REPAIRS & IMPROVEMENTS	\$	7,500.00

Total Clean Initiatives	\$	441,641.00
EMPLOYEE COSTS		
PAYROLL	\$	255,000.00
HEALTH & DENTAL		\$35,000.00
LIFE & DISABILITY INSURANCE	\$	3,750.00
PAYROLL PROCESSING FEE	\$	1,400.00
PAYROLL TAX EXPENSE	\$	18,000.00
EMPLOYEE PARKING & BUS	\$	5,000.00
UBIT (Federal Transportation Tax)		
SIMPLE IRA MATCH	\$	4,000.00
Total Employee Costs	\$	322,150.00
PROGRAMS & PARTNERSHIPS		
WINTER LIGHTS/PANDORA LACASSE	\$	62,000.00
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000.00
POLICE CADET PROGRAM EXPENSE	\$	45,000.00
LEARNING WORKS	\$	20,000.00
MILESTONE HOMETEAM	\$	10,000.00
PEER OUTREACH WORKER PROGRAM	\$	6,000.00
Total Programs & Partnerships	\$	153,000.00
RENT & UTILITIES		
RENT	\$	21,000.00
CAM CHARGES	\$	11,000.00
TAXES- PERSONAL PROPERTY	\$	600.00
ELECTRIC	\$	1,700.00
GAS		
TELEPHONE & INTERNET	\$	3,800.00
Total Rent & Utilities	\$	38,100.00
OPERATIONS		
BANK SERVICE CHARGES	\$	100.00
CLEANING	\$	4,800.00
COPIER	\$	3,200.00
IT SUPPORT	\$	1,250.00
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,500.00
EQUIPMENT EXPENSE	\$	2,000.00

POSTAGE	\$	3,500.00
SUPPLIES	\$	4,000.00
WEBSITE HOSTING + DEVELOPMENT	\$	1,500.00
SUBCONTRACTORS	\$	4,000.00
CONTINGENCY FUND	\$	5,000.00
RESERVE FUND	\$	20,000.00
Total Operations	\$	53,850.00
MARKETING		
GENERAL MARKETING	\$	15,000.00
DIRECTORY DISTRIBUTION		
SPONSORSHIPS/PARTNERSHIPS	\$	3,000.00
30 YEAR ANNIVERSARY BRAND UPGRADE	\$	5,000.00
Total Marketing	\$	23,000.00
INSURANCE		
DIRECTORS & OFFICERS	\$	650.00
GENERAL/EVENTS/LIQUOR	\$	6,000.00
WORKERS COMPENSATION	\$	1,200.00
Total Insurance	\$	7,850.00
PROFESSIONAL FEES		
ACCOUNTING	\$	3,500.00
ANNUAL ELECTIONS	\$	2,000.00
LEGAL	\$	2,500.00
Total Professional Fees	\$	8,000.00
ORGANIZATIONAL ACTIVITIES		
STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,500.00
MEETINGS	\$	5,000.00
PROFESSIONAL DEVELOPMENT	\$	7,500.00
Total Organizational Activities	\$	15,000.00
EVENTS		
LIGHT UP YOUR HOLIDAYS		
LUYH GENERAL MARKETING	\$	5,000.00
TREE LIGHTING: MARKETING	\$	4,500.00
TREE LIGHTING: PERFORMERS	\$	2,500.00
TREE LIGHTING: SECURITY	\$	500.00

TREE LIGHTING: STAGE & SOUND	\$	3,500.00
TREE LIGHTING EVENT MANAGEMENT	\$	500.00
RETAIL EVENTS	\$	5,000.00
WAGON RIDES		
MERRY MADNESS: MARKETING	\$	2,000.00
MERRY MADNESS: EVENT	\$	12,000.00
MERRY MADNESS EVENTBRITE FEES	\$	3,250.00
MERRY MADNESS: EVENT MANAGEMENT	\$	1,500.00
TOY FUND DONATION		
Total Light Up Your Holidays	\$	40,250.00
POLICE AWARDS BREAKFAST	\$	4,500.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00
MURAL		\$5,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP ENTERTAINMENT	\$	3,000.00
SQUARE HOP MARKETING	\$	1,000.00
OPF MARKETING		
OPF PERMITS		
OPF SECURITY		
OPF ELECTRICIAN		
OPF EVENTBRITE FEES		
OPF EVENTS MANAGER		
OPF MISC (golf carts, etc)		
Total Summer Kick Off Weekend	\$	4,000.00
TOTAL EVENTS	\$	52,750.00
PARK AND WORK		
TOTAL EXPENSE	\$	1,115,341.00
NET INCOME (LOSS)	\$	909.00

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
 - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
 - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles, and common area trees such as Tommy's Park, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.

- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.
- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
 - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
 - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
 - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalogue, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
 - Benches;
 - Trash/recycling receptacles;
 - Light pole bases; and,
 - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snow storm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Clean and maintain bathrooms located at Fore Street Parking Garage.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
 - Waived event permit fees.
 - “No Parking” signs, wooden barricades, recycling services.
 - Access to City electricity service in public spaces.
 - Police and Fire Department services for Portland Downtown’s annual Tree Lighting event.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City’s costs of the following services at the City’s standard rates:
 - Street closure expenses, including threat prevention;
 - Event personnel, including staff and managers;
 - Police and Fire personnel directly related to an event.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City’s Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F
Public Works Budget

**FY22 City Manager's Recommended Budget
Expenditure Budget Detail Report**

Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
General Fund (100 & 107):						
Public Works	Portland Downtown District 10031205				Org Total:	<u>\$414,126.00</u>
10031205 400110	PDD Salaries & Wages					\$305,310.00
	10)	\$305,310	1.00	FY22 Salaries & Wages: (a) FY22 Request: \$305,310 (b) FY22 FTE: 6.0 FY22 Position Notes: 1) MW Position (1) Replaced MW I during FY21 .	\$305,310.00	
10031205 400130	PDD Temporary Help					\$16,200.00
	10)	\$15.00 HRS	1,080	SUMMER LITTER CLEANUP 1EE * 27WKS * 40HRS * \$15.00P/H (APR15 - OCT31)	\$16,200.00	
10031205 400140	PDD Overtime Payments					\$57,686.00
	10)	\$36.51 HR	96.00	VACATION COVERAGE 1EE * 12DAYS * 8HRS (AVERAGE RATE OF ALL 6 EMPLOYEES)	\$3,504.96	
	20)	\$36.51 HR	600	WINTER PDD 5EE * 8STORMS * 15HRS	\$21,906.00	
	30)	\$36.51 HR	640	WINTER BALLFIELDS 5EE * 8STORMS * 16HRS	\$23,366.39	
	40)	\$36.51 HR	64.00	HOLIDAY LIGHT DECORATIONS 2EE * 4DAYS * 8HRS	\$2,336.64	
	50)	\$36.51 HR	180	OTHER PDD FUNCTIONS 5EE * 6HRS * 6EVENTS	\$6,571.79	
	60)	\$0.22	1.00	Round (1/26/21 pmh)	\$0.22	
10031205 400271	PDD Wearing Apparel					\$2,850.00
	20)	\$375 EACH	6.00	UNIFORMS	\$2,250.00	
	30)	\$100 EACH	5.00	GLOVES/PER'L PROTECTIVE EQUIP	\$500.00	
	40)	\$100 EACH	1.00	TEMP UNIFORM	\$100.00	
10031205 400274	PDD Cellular Phones					\$600.00
	10)	\$50.00 YR	12.00	PDD SUPERVISOR (CN)	\$600.00	
10031205 402000	PDD Administrative Svcs					\$190.00
	10)	\$190	1.00	APWA (CN) Classification FY22 New Item	\$190.00	
10031205 403560	PDD Printing					\$50.00
	10)	\$50.00 YR	1.00	BUSINESS CARDS	\$50.00	
10031205 404010	PDD M&R Buildings					\$200.00
	10)	\$200 YR	1.00	STRUCTURAL STEEL: (TREE GUARDS - BENCHES)	\$200.00	
10031205 404030	PDD M&R Vehicles					\$300.00
	10)	\$300 YR	1.00	SMALL REPAIR PARTS FOR POWER TOOLS	\$300.00	
10031205 404530	PDD Office Equip Rental					\$360.00
	10)	\$30.00 MO	12.00	PHOTOCOPIER RENTAL	\$360.00	
10031205 405510	PDD Agricultural Supply					\$400.00

**FY22 City Manager's Recommended Budget
Expenditure Budget Detail Report**

Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
	10)	\$400 YR	1.00	LOAM, SEED AND MULCH	\$400.00	
10031205 405520	PDD Supplies-All Other					\$9,100.00
	20)	\$600 YR	1.00	CHEMICAL SUPPLIES (DE-ICING/GRAFFITI REMOVAL)	\$600.00	
	30)	\$600 YR	1.00	REPAIR OF TRASH BARRELS	\$600.00	
	40)	\$1,600 EACH	4.00	REPLACEMENT BARRELS	\$6,400.00	
	50)	\$500 YR	1.00	MISC: OTHER SUPPLIES	\$500.00	
	60)	\$1,000 YR	1.00	PAINTING SUPPLIES BARRELS, BENCHES, POLES	\$1,000.00	
10031205 405530	PDD Construction Supply					\$1,000.00
	10)	\$1,000 YR	1.00	LUMBER FOR BENCH REPAIR, POSTER BOARDS	\$1,000.00	
10031205 405535	PDD Cleaning Supplies					\$1,000.00
	10)	\$1,000 YR	1.00	CLEANING SUPPLIES	\$1,000.00	
10031205 405550	PDD Medical Supplies					\$200.00
	10)	\$200 YR	1.00	MOBILE FIRST AID KITS	\$200.00	
10031205 405560	PDD Minor Equipment					\$2,400.00
	10)	\$800 YR	1.00	MISC HAND TOOLS (RAKES, SHOVELS ETC)	\$800.00	
	20)	\$1,600 YR	1.00	TRASH CAN LINERS 25 * 20GAL * \$30 = \$750.00 25 * 31GAL * \$34 = \$850.00	\$1,600.00	
10031205 405565	PDD Computers & Tech					\$1,310.00
	10)	\$1,310 EA	1.00	REPLACEMENT COMPUTER	\$1,310.00	
10031205 405570	PDD Office Supplies					\$600.00
	10)	\$600 YR	1.00	GENERAL OFFICE SUPPLIES	\$600.00	
10031205 405600	PDD Minor Capital Items					\$9,710.00
	10)	\$9,710 YR	1.00	AVANT SWEEPER ATTACHMENT	\$9,710.00	
10031205 406320	PDD Electricity					\$4,000.00
	10)	\$4,000 YR	1.00	CMP (3950-0003-015) 94 FREE STREET BUILDING (ELECTRIC HEAT) (PARKING GARAGE)	\$4,000.00	
10031205 406340	PDD Telephone					\$660.00
	10)	\$55.00 MO	12.00	PDD SHOP PHONE 775-4401	\$660.00	
* Portland Downtown District 10031205 Org Total:						\$414,126.00
** PW Operations 3120 Division Total:						\$414,126.00
*** Public Works 0100 31 Dept Total:						\$414,126.00
**** General Fund (0100):						\$414,126.00
***** GF Total (100 & 107):						\$414,126.00

**FY22 City Manager's Recommended Budget
Expenditure Budget Detail Report**

Account Desc	Line	Item Req	\$	Qty	Detail Request	Line Total	Total
Report Total:							\$414,126.00

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: June 10, 2021

SUBJECT: Order 301-20/21 Approving the Second Letter Agreement with Developers Collaborative for the Homeless Service Center on Riverside Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR: Housing and Economic Development, Councilor Spencer Thibodeau/Chair, meeting held on June 15, 2021, and the vote was 4-0 to forward it to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/21/2021

Final Action 7/19/2021

Can action be taken at a later date: No To keep the project moving forward, time is of the essence for approval.

PRESENTATION: Jon Jennings/3 Minutes

I. SUMMARY

A Second Letter Agreement with the Developers Collaborative is proposed to design, seek financing and land use development regulatory approvals to support construction of the Proposed Homeless Service Center (HSC) to be located at 654 Riverside Street.

II. AGENDA DESCRIPTION

On June 15, 2021, the Housing & Economic Development Committee voted 4-0 to recommend the approval of this agreement to the City Council.

This agreement will formalize the City and Developers Collaborative's (DC) partnership in the design process for the proposed Homeless Services Center (HSC), including seeking financing and land use approvals. DC shall arrange for and shall supervise the entire permitting, design and city development regulatory approval process for the HSC.

For DC's services for design, and obtaining financing and land use approvals, DC shall earn a development fee of \$250,000, which is significantly below market for projects of this scope. The Development Fee shall be paid at the time the ground lease and master leases are executed and the Project closes on its construction financing, anticipated by December 31, 2021 unless the Second Agreement is terminated.

In the event the Second Letter Agreement is terminated, DC and their independent contractors shall be reimbursed actual expenses to date, plus a percentage of the development fee per the Second Agreement. It is noted that prior to the developer entering into any contract or agreeing to any amount of work to be performed on the HSC, such contract and/or work shall be approved in writing by the City Manager.

On May 18, the Housing & Economic Development Committee selected Developers Collaborative to be the developer for the Riverside Street HSC. At the Committee's June 1, 2021, meeting, the First Letter Agreement

was recommended to the City Council for approval; the Council granted the approval on June 7, 2021.

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

III. BACKGROUND

Under City Council direction, the City issued a Request for Proposals (“RFP”) from developers to construct and lease to the City a Homeless Service Center located at 654 Riverside Street on City-owned property. The deadline to submit proposals was April 27, 2021. Three proposals were received. On March 18, 2021, the Housing and Economic Development Committee (HEDC) held a public hearing on the three developer proposals, selected Developers Collaborative, and authorized staff to proceed with negotiations. At its June 1, 2021, meeting, the HEDC reviewed the First Letter Agreement and recommended to the City Council approval, which approval was obtained at the June 7, 2021 Council meeting. A copy of the First Letter Agreement is attached, as is the Developers Collaborative (DC) HSC Proposal.

Step Two in the process is to enter into this Second Letter Agreement for DC, with the City’s active participation, to:

- Prepare the design of the Project – including architectural, engineering, and land surveys, and obtain land use approvals;
- Prepare a development construction budget for the Project, and obtain financing approvals;

Compensation to DC: DC shall earn a development fee of \$250,000, which is significantly below market for projects of this scope. The fee shall be paid at the time the ground and master leases are executed and the Project closes on its construction financing. Should the Project not move forward, the City shall pay to DC a breakup fee totaling 16.67% of the development fee per 30-day period following the date of the Second Letter Agreement, up to a maximum of 90 days or 50% of the total development fee.

In addition to any payment of the Development Fee, upon the occurrence of a Terminating Event, all actual Predevelopment Costs incurred and paid by Developer up to the date of such Terminating Event shall be reimbursed by City to Developer in full, based on written invoices supplied by the Developer to the City. Upon payment in full, Developer will assign all of its rights in the work products created to the City.

Step Three includes Master and Ground Lease: City and DC contemplate, but do not commit to, entering into a ground lease and master lease whereby the City would lease the 654 Riverside Street site to DC, and DC would lease the property and HSC back to the City on a long-term and coterminous basis. Upon signing of the leases, the leases shall be the controlling documents for the relationship between the parties, superseding this Second Letter Agreement. After expiration of the master lease term, the Project will become the property of the City.

Term of Second Letter Agreement: The term shall commence on the effective date of City Council Agreement approval and shall end on the earlier to occur of construction closing (leases executed and construction financing closes) or December 31, 2021, unless extended in writing by mutual agreement of the parties.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Design and construction of a new Homeless Service Center with wrap around services to better serve the homeless population.

V. FINANCIAL IMPACT

DC shall earn a development fee of \$250,000, which is significantly below market for projects of this scope. The fee shall be paid at the time the ground and master leases are executed and the Project closes on its construction financing. Should the Project not move forward, the City shall pay to DC a breakup fee totaling 16.67% of the development fee per 30-day period following the date of the Second Letter Agreement, up to a maximum of 90 days or 50% of the total development fee.

In addition to any payment of the Development Fee, upon the occurrence of a Terminating Event, all actual Predevelopment Costs incurred and paid by Developer up to the date of such Terminating Event shall be reimbursed by City to Developer in full, based on written invoices supplied by the Developer to the City. Upon payment in full, Developer will assign all of its rights in the work products created to the City.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends that the HEDC vote to recommend approval to the City Council to enter into the Second Letter Agreement with DC.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on June 15, 2021, and voted 4-0 to forward this item to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Order Second Letter Agreement Developers Collaborative re Riverside Homeless Center 6.21.2021
2. DC First Letter Agreement HSC Approved by CC 6-7-2021
3. Second letter agreement Fnl for HEDC
4. Developers Collaborative

Prepared by:

Mary Davis, Division Director

Date: 6/10/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE SECOND LETTER AGREEMENT WITH
DEVELOPERS COLLABORATIVE FOR THE HOMELESS SERVICES
CENTER ON RIVERSIDE STREET**

ORDERED, that the Second Letter Agreement between Developers Collaborative and the City of Portland for the Homeless Services Center on Riverside Street is hereby approved and accepted in substantially the form attached hereto; and

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



_____, 2021

ATTN: Jon Jennings
City Manager
City of Portland
389 Congress St.
Portland, ME 04101

**First Letter Agreement
Homeless Service Center, 654 Riverside Street, Portland, Maine (the “Project”)**

We have outlined in concept a multi-step process in predevelopment of the proposed Homeless Service Center to be located at 654 Riverside Street in Portland, Maine whereby: (1) this First Letter Agreement will be effective for a period of 60 days from execution by Developer and City to allow the Project to begin while final terms are being negotiated; and (2) a Second Letter Agreement that will be effective from execution by Developer and City through the end of the 2021 calendar year, or upon completion of the Planning Board approval process, whichever comes first. Following mutual satisfaction of both Letter Agreements, the Parties (Developers Collaborative Predevelopment LLC, “Developer,” and City of Portland, “City”) will consider negotiating and entering into a ground lease, and master lease, which would codify and define the relationship for financing, construction, and operations of the Project, and the leaseback of the Project to City.

The major difference between the First Letter Agreement and Second Letter Agreement is that in the First Letter Agreement the Developer will receive no compensation for 60 days, and will work totally at their own risk. Developer will merely be managing the process and hiring consultants for pre-development work for the Project. The Second Letter Agreement will be a more comprehensive agreement, which is contemplated to provide for City payment of and/or reimbursement for Developer fees, and third party costs related to the Project. The work under the First Letter Agreement is intended to vet out major feasibility issues on all aspects of the property and provide a comprehensive basis for a permitting application to the City of Portland, as well as a Second Letter Agreement and eventually a ground lease, and a master lease, between the parties. On behalf of City, Developer will undertake the following as part of the First Letter Agreement:

SCOPE OF WORK:

1. Conceptual Site and Building Design; Public Process

- Manage design professionals and other consultants and be responsible for all work products from the development team.
- Contract with consultants identified in the Homeless Service Center RFP #21041 (the “RFP”) to complete a conceptual building and site design which will be the basis of a Planning Board application to be submitted with a target of early July for a July 27 Planning Board meeting.



- With the help of City, coordinate and lead interactions with a) internal and b) community stakeholders as needed. This is anticipated to involve multiple community meetings in addition to the required neighborhood meeting (which only takes place after the July 27 submission). Meetings will be facilitated by Developer and Amistad. Developer and Amistad will enter into a third party consulting contract, which will govern Amistad's role of facilitator of community meetings. The goal of the public process will be to improve final product and gain community consensus on major Project elements. Best practices will be discussed and implemented.

2. Due Diligence

- Develop a due diligence scope intended to vet out major issues that affect project feasibility in design, site constraints, permitting, and financing.
- Design a schedule for entitlements (local and state), community reviews and obtaining permits for construction.
- Work with City to determine any title issues on the property (assumed none; rely on City legal/title due diligence and examination results; review for issues only).

3. Deliverables

- Provide all third party generated due diligence to City as it becomes available for review.
- Provide recommendations for next steps and timeline to binding agreements. Second Letter Agreement to be agreed upon by Developer and City within 60 days from the effective date of this First Letter Agreement.
- Formulate a financing, partnership, and phasing strategy that best fits the circumstances, exploring various alternative transaction structures. While a myriad of other structures is possible, the working assumption is that Developer, through a new single purpose entity, will ground lease land from City, construct Project, and master lease-back to City, and City will own Project free and clear after a period of time.
- Within the context of the basic financial/legal arrangement, however, the parties both understand that this will be a high profile project and its community impact will be closely watched. As such, it is of utmost importance to both parties that the Project, while it must be financially feasible, must also satisfy a host of other criteria so it is a credit to the reputations of both City and Developer. These criteria will be mutually agreed upon and incorporated into in any ground lease and master lease between the Parties.

4. Compensation and additional items

- Developer will receive no compensation for this phase, for a period of 60 days.
- The Second Letter Agreement is contemplated to provide for City payment of and/or reimbursement for actual Developer fees, and actual third party costs related to the Project, on a mutually agreeable basis.



- All work to be undertaken by third party consultants will contract directly with Developer and costs will be consistent with amount of work performed relative to Developer's Total Development Costs Budget set forth in its April 27, 2021 response to the RFP; provided, that, prior to Developer entering into any contract or agreeing to any amount of work to be performed relative to the Project, such contract and/or work shall be approved in writing by the City Manager. Such written approval shall not be unreasonably withheld or delayed. Additionally, Developer shall provide to City, on a monthly basis, detailed expense reports related to any and all third party consultant work.
- Upon signing of a Master Lease or similar instrument, it is contemplated that costs expended under this Letter Agreement will be assumed by the Project.
- If Project does not proceed, and Second Letter Agreement is not signed, upon terms which Developer and City shall mutually agree, Developer will assign all of its rights in all work products generated by any third party consultants including all drawings, schematics, reports and similar items to City, if City chooses to reimburse Developer in full for all third party costs.

City of Portland

Developers Collaborative
Predevelopment LLC

By: _____

Jon Jennings
Its: City Manager

By: _____

Kevin R. Bunker
Its: Manager



SECOND LETTER AGREEMENT

Homeless Service Center, 654 Riverside Street, Portland, Maine (the “Project”)

June __, 2021

City of Portland
City Hall
389 Congress Street
Portland, Maine 04101
Attn.: Jon Jennings
City Manager

This is the “Second Letter Agreement” referred to in the First Letter Agreement (the “First Letter”) between the City of Portland (“City”) and Developers Collaborative Predevelopment LLC (“Developer”) dated May 27, 2021, concerning predevelopment activities with respect to the Project. The terms of the First Letter are incorporated herein by reference, but if there are any conflicts between the terms of the First Letter and this Second Letter Agreement (referred to herein as the “Agreement”), the terms of this Agreement shall be controlling.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City agree as follows:

Section 1. Duties of the Developer.

A. Obligations of Developer. Subject to the provisions of this Section, Developer shall design, seek financing and land use approvals, which shall include all regulatory approvals typically obtained except for those obtained immediately prior to construction, such as but not limited to a building permit and state fire marshal approvals (collectively, the “Approvals”) for the Project, including such design as may be necessary to receive the Approvals. Developer shall keep City apprised of significant milestones in the development process with respect to the Project. City shall actively participate in the design and development process, and Developer shall accept such participation in designing and developing the Project in order to receive the Approvals.

B. Design Process; Meetings; Milestones. Developer shall arrange for and shall supervise the entire permitting and design process as to the Project, including architectural, engineering, land survey and other consultant services; review of all plans, drawings, specifications, submissions. Prior to Developer entering into any contract or agreeing to any amount of work to be performed on the Project, such contract and/or work shall be approved in

writing by the City Manager. The City Manager shall have five (5) business days from receipt of any contract to approve or deny the same. If City Manager does not take any action within five (5) business days from receipt of such contract, such contract shall be deemed rejected. The City will participate in the design process for the Project and Developer shall address, to City's reasonable satisfaction, City's suggestions and concerns when raised. Developer hereby commits to an "open book" transparent process whereby City will have all access to any information affecting the Project Construction Budget.

1. City and Developer agree to mutually cooperate with the goal of moving the Project forward as expeditiously as possible.

2. The parties agree to hold regular status meetings and/or teleconferences, to be attended by representatives of the parties. Developer shall publish in advance of each meeting an agenda and desired outcomes and action steps for each meeting.

3. The parties acknowledge that achieving the goal set forth in subsection (1) above requires performance by both parties of their respective obligations under this Agreement, and in connection therewith, time is of the essence in the performance of the parties' respective duties and obligations under this Agreement.

C. Project Construction Budget. The Developer shall prepare a development budget for the entire Project (the "Project Construction Budget"), which shall be complete and shall cover the planning, design, permitting, construction and delivery of the Project in accordance with applicable requirements of law and the approved Project plans. The Project Construction Budget target shall be that conceptual budget proposed by the Developer in its response to City RFP #21041 (the "RFP"). The Project Construction Budget shall be revised as appropriate, and as mutually agreed to by Developer and City, throughout the Approvals process. Developer and City acknowledge that while the Project Construction Budget is a target, many conditions may affect the final Project Construction Budget, such as, but not limited to: availability of labor and materials, City-requested changes in the design of the Project, lawsuits or appellate actions, or concealed conditions affecting the Project site not reasonably discoverable in the exercise in due diligence.

D. Paying Predevelopment Costs. Developer shall pay for all actual third party soft costs reasonably necessary to move the Project forward and secure the Approvals (the "Predevelopment Costs"). City and Developer acknowledge that, while some soft costs such as, but not limited to, complete architectural drawings are not necessary to obtain the Approvals, City and Developer may choose by mutual written agreement to accelerate the Project Schedule by continuing, by way of example, the architectural design work past that stage strictly required by the Approvals. If such written agreement is signed, such soft costs shall become part of the Predevelopment Costs.

E. Compliance with Law. Developer shall comply with all applicable requirements of law and municipal regulations relative to the development of the Project.

F. Authority of Developer to Engage Independent Contractors. In the performance of its duties hereunder, and, except as hereinafter provided, Developer shall have full and complete authority to engage such independent contractors as may be necessary for the timely design and permitting of the Project, and to discharge any such independent contractors so engaged. The fees paid to such independent contractors shall be included in the Project Construction Budget.

G. Disclaimer Of Warranty. Developer will exercise due diligence and commercially reasonable efforts to fulfill its obligations under this Agreement; however, Developer provides no warranty or assurance regarding:

1. The completeness, accuracy or quality of the work performed by the vendors and consultants associated with the Project, including architects, engineers, legal counsel, designers, planners, general contractors, construction managers and sub-contractors; or

2. The accuracy, completeness or sufficiency of engineering reports, soil studies, site reviews by third parties, environmental and other third party studies and reports for the Project.

J. Further Assurances as to Title to the Property. City shall cooperate with and assist Developer in clearing title to the Property, if necessary, so that such title shall be good and marketable and not subject to exceptions that are objectionable to either Developer or to the lender of Project Debt. Any expenses associated with clearing of title, and all transfer taxes and recording fees incurred in connection with the Leases (as defined below) and Project Debt, shall be included in the Project Construction Budget.

2. Duties of the City

A. Information Concerning the Project Site. City shall furnish to the Developer all information in City's possession that is in any way relevant to the Project site or to the development of the Project.

B. Use of Project When Completed. The parties acknowledge and agree that Developer's willingness to acquire a leasehold interest in the Project site and develop the Project is conditioned upon City's expressed need for a homeless services center. Developer would not enter into this Agreement and undertake the Project without assurance from City that City will fully utilize and operate the Project as a homeless service center when complete.

C. City Participation in Development Process. City shall actively participate in the development process for the Project and shall assign a project manager to interact with Developer's staff throughout the process. Time being of the essence in development projects generally, City shall not unreasonably delay action on any request by Developer, and shall not unreasonably withhold, delay or condition its consent except where any provision of this Agreement expressly states that City may act or choose not to act in its sole discretion.

3. Compensation and Reimbursement of Developer; Next Steps.

A. For its services pursuant to the Project, Developer shall be earn a development fee of \$250,000 (the "Development Fee"), which City acknowledges is significantly below market for projects of the scope of the Project. The Development Fee shall be paid at the time the Leases are executed and the Project closes on its construction financing (collectively "Construction Closing").

B. If for any reason the Project does not move forward and Construction Closing does not occur, or City decides not to pursue the Project, or either party terminates this Agreement for any reason (together, "Terminating Events") the City shall pay to Developer a breakup fee totaling 16.67% of the Development Fee per 30 day period following the date of this Agreement, up to a maximum of 90 days or 50% of the total Developer Fee, upon the occurrence of said Terminating Event.

C. In addition to any payment of the Development Fee, upon the occurrence of a Terminating Event, all actual Predevelopment Costs incurred and paid by Developer up to the date of such Terminating Event shall be reimbursed by City to Developer in full, based on written invoices supplied by the Developer to the City. Upon payment in full, Developer will assign all of its rights in the work products created to the City.

D. City and Developer contemplate, but do not commit to, entering into a ground lease and master lease structure whereby City would lease the 654 Riverside site (the "Property") to Developer and Developer would lease the Property and the Project back to City, on a long term and coterminous basis. City and Developer agree to negotiate in good faith the essential terms of a master lease and ground lease (together, the "Leases") within 30 days of receipt of the Approvals. City and Developer do further agree to negotiate in good faith mutually agreeable Leases within 60 days of agreeing on the essential terms of the Leases. Upon signing the Leases, the Leases shall be the controlling documents for the relationship between the parties, superseding this Agreement. Developer will target a lease rate equal to 7.6% of the Project Construction Budget, as detailed in Developer's response to the RFP. The Parties contemplate that, after the expiration of the master lease term, the Project will become the Property of the City.

4. Term.

The term of this Agreement shall commence on the date hereof and shall end on the earlier to occur of Construction Closing or December 31, 2021, unless extended in writing by mutual agreement of the parties. If the Approvals have not been obtained by December 31, 2021 and the parties have not agreed in writing to extend the term hereof, this Agreement shall end and be of no further force or effect. Either Party may terminate this Agreement (a) for convenience no earlier

than thirty (30) days after the date of this Agreement, or (b) for cause upon five (5) business days' notice.

5. Default; Termination.

If either party defaults in its obligations under this Agreement, the nondefaulting party may terminate this Agreement in writing pursuant to Section 4 above. The breakup fee and reimbursement of actual Predevelopment Costs described in Sections 3 B. and 3 C. above shall be paid to Developer notwithstanding any default by Developer under this Agreement.

6. Miscellaneous.

A. Relationship of Parties; No Partnership Created. The parties do not intend to be partners or co-venturers in any respect, and this Agreement shall not be deemed to create a partnership or joint venture.

B. Invalidity. In case one or more of the provisions contained in this Agreement (or any portion of such provision) shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision) but this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion thereof) had never been contained herein.

C. Third Parties. There are no third-party beneficiaries to this Agreement, and no terms or provisions created by this Agreement may be enforced by or for the benefit of any person or party not a signatory to this Agreement.

D. Modifications; Waivers. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.

E. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without reference to the choice of law or conflicts of laws provisions thereof. The titles of the sections and paragraphs herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

F. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be properly delivered or made if (i) personally served, (ii) sent by nationally-recognized overnight express delivery service, (iii) sent by United States certified mail, return receipt requested, postage prepaid, or (iv) sent by electronic transfer, with prompt telephone confirmation, addressed to the other party at its address set forth below, or at such other address as either party may from time to time

Second Letter Agreement

June ___, 2021

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designate by notice to the other. All such notices, demands, requests and other communication hereunder shall be deemed effective upon actual receipt thereof.

If to City	City of Portland City Hall 389 Congress Street Portland, Maine Attn: City Manager
With a copy to:	Nicholas J. Morrill, Esq. Jensen Baird Gardner & Henry 10 Free Street Portland, Maine 04101
If to Developer	Developers Collaborative Predevelopment LLC 100 Commercial Street, Suite 414 Portland, Maine 04101 Attn: Kevin R. Bunker
With a copy to:	Maurice A. Selinger, III, Esq. Curtis Thaxter One Canal Plaza, P.O. Box 7320 Portland, Maine 04112

Any party hereto may, at any time, by ten (10) days' written notice given to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

IN WITNESS WHEREOF, the parties have caused this Second Letter Agreement to be executed by their duly authorized representatives as of the day and year first written above.

CITY OF PORTLAND

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC, Developer

By: _____
Jon P. Jennings, City Manager

By: _____
Kevin R. Bunker, its Manager

Response to Request for Proposal

City of Portland, Maine
Homeless Service Center RFP# 21041

Developers Collaborative | April 27, 2021



**DEVELOPERS
COLLABORATIVE**

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April 27, 2021

Ms. Karen C. Marston
City of Portland
389 Congress Street
Portland, ME 04101



**RE: Response to Request for Proposal
Homeless Service Center at 654 Riverside Drive**

Dear Ms. Marston,

After a thorough review of the RFP, we have assembled a strong local team with a track record of delivering successful projects. Our team retains the experience necessary to ensure the project meets the City's current and future needs for the citizens of Portland.

Integral to our team is our open-book and collaborative approach to all aspects of the project; design, construction, and financial terms. Through this approach, all project stakeholders can provide input and will be vested in the final decisions. Included within our submission, we have advanced the schematic design to offer accurate, indicative pricing and a detailed financial model for the project.

We firmly believe that our team is particularly well-suited to serve as the City's partner of choice for several key reasons:

- ▶ ***A strong local team with a track record of delivering successful projects throughout the State.***
- ▶ ***Experience and a depth of resources capable of efficiently addressing the inevitable design and construction challenges.***
- ▶ ***Experience in permitting, developing, and constructing a multitude of projects in the City of Portland.***
- ▶ ***Open-book collaborative approach to the design, construction, and financial options that will give the City the greatest level of project input and flexibility.***

We look forward to the opportunity to work with the City of Portland to support this important project. If you have any questions or require further clarification, please contact us at bunker.kevin@gmail.com, dsigfridson@boulos.com, or 207.766.1632.

Sincerely,

Kevin Bunker
Developers Collaborative

Drew Sigfridson
Developers Collaborative

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An Experienced Team

Housing Development & Ownership Experience

Developers Collaborative has developed 34 housing projects between 2009 and the present, 26 of which are affordable housing. This represents over 1,100 total housing units, nearly 900 of which are affordable housing. Nine of these projects are located in Portland, and the remainder are distributed throughout 15 communities across the state. DC currently owns 770 of these housing units. These projects have run the gamut from new construction to historic renovation, but are all characterized by thoughtfulness, creativity, and an unprecedented willingness to tailor private development to community goals.

Housing Design & Construction Experience

We have assembled a team with a strong track record of developing housing projects, from small urban infill to master planned campus settings. Each of our designers is a local leader in their field. More information on our team design experience is found in the remainder of this section and in the appendix. Cianbro is Maine's largest construction firm. Based on 2020 revenue, they are over 7 times larger than the second largest competitor. This means they have an unparalleled set of resources and experience to provide a first-class project for the City of Portland. As a long-time member of the Portland community, Cianbro understands the project goals and is prepared to go above and beyond to achieve them.

Public-Private Financial Partnership Experience

DC's stock-in-trade is public-private partnerships. Since Kevin Bunker founded DC with Richard Berman in 2007, he has built on early projects such as Brickhill in South Portland, West Falmouth Crossing, and Unity Village in Portland, responding to the needs of different communities and institutions. Interestingly, the development at Brickhill included a ground-lease component through partnership with the State of Maine. Five of DC's projects in Portland are detailed in the following section and include: 66 State Street, Motherhouse/Stevens Square, Reed School, Nathan Clifford, and Crescent Heights. Two of these projects originated from City of Portland RFP awards and one is an RFP award from a public process through Maine Medical Center. In all of these instances, most recently 66 State Street, we worked with a wide variety of constituents, City departments, and partners to create projects that made Portland a better place.

Our public-private partnership experience is not limited to Portland, however. Kevin Bunker of DC is recognized as a state-wide expert not only in the smart growth and community development, but in the specific tools and methods of the public-private partnership.



Municipally Owned Land and RFPs

In addition to their Portland experience, DC has created many projects on municipal land, winning several RFPs in the process. This shows DC's flexibility, staying power, and statewide leadership in this sector. Kevin has overseen successful RFPs and developed on municipal or state-owned land in communities as diverse as Augusta, Belfast, Biddeford, Gardiner, Orono, and South Portland, in addition to Portland. Open book financial transparency and flexible agreements have been hallmarks of these projects.

Financial Tool Expertise for Public-Private Partnerships (PPP)

DC possesses an encyclopedic and nuanced understanding of the specific financial tools used to create a successful PPP. They are an acknowledged leader in the use of tax credits, TIFs, and layering capital from a myriad of sources to achieve public and private development goals. When a project has strong community-benefit components, yet seems too complicated for others to figure out, that is when DC is contacted. It is not uncommon for seven or more sources of debt and equity, with varying degrees of complexity, in a single project. Most developers simply will not take the time to do that amount of work, preferring instead to specialize in one type of project and repeat it again and again, forcing unique circumstances into a self-serving mold. DC specializes in one-off projects that are individually tailored, physically and financially.

Invited In and Asked to Return

DC is often sought out and invited in to help define and realize community development goals. Sometimes this leads to projects, and sometimes we consult or even offer advice. We are

typically invited back. In the last year alone, we have consulted in diverse places such as Presque Isle and Bar Harbor. We have been sought out and invited to develop projects with Gorham Savings Bank, Franklin Memorial Hospital, and Seacoast Management, among others. We are currently working on additional projects in Ellsworth and Belfast, because we successfully delivered on the first project. We did what we said we would do. In the Belfast example, the first project was a senior affordable housing development on private land. Based on our approach, the City approached us and sole-sourced a former public works site to us for redevelopment as mixed-income housing because they believed we were the ones who could get it done for them. We also count among our repeat clients several non-profits.

Non-Profit Experience

DC is the most closely aligned private developer with non-profits in the state of Maine. No other firm has the ability to pair the tools of the private sector with the community goals of non-profits. We have worked with many such organizations advancing the causes of smart growth and affordable housing, including:

- ▶ Amistad
- ▶ Augusta Housing Authority
- ▶ Avesta Housing
- ▶ Biddeford Housing Authority
- ▶ Catholic Charities
- ▶ Catholic Diocese of Maine
- ▶ Children's Odyssey
- ▶ Coastal Enterprises, Inc.
- ▶ Franklin Memorial Hospital
- ▶ Ignite PI
- ▶ Jackson Labs
- ▶ LearningWorks
- ▶ Lewiston Housing Authority
- ▶ Maine Medical Center
- ▶ Opportunity Alliance
- ▶ Preble Street

Our Local Portland Team

"The strength of the team is each individual member. The strength of each member is the team." - Phil Jackson

A Community Project

We believe that a project as critical as the Homeless Service Center requires a collective team that is invested in the community. As such, we have assembled a qualified group of local professionals. Portland is the home base for all of our proposed project partners. Each firm and individual has a desire to improve the local community, responsibly develop the city, and advance/support the residents of Portland, ME. This will be key to ensuring the project receives the required commitment and attention.

Local Management Team

Our team is led by Kevin Bunker of Developers Collaborative (DC). **Located in Portland**, DC is an independent real-estate developer focused on projects that build and support the local community. Central to their work is the development of environmentally sustainable, affordable, and innovative developments. DC has successfully developed and managed numerous projects throughout the local community.

Managing the design and construction of the Homeless Service Center is another local firm, Cianbro Corporation. Cianbro has been a cornerstone in the Maine marketplace for over 70 years.

Located in Portland, Bruce Cummings will provide leadership to the A/E and construction team. Bruce will work with DC and our A/E team to ensure the design achieves the outlined objectives and that the construction phase is completed on schedule and within budget.

Local Design Team

Under Bruce's leadership, our design team will be led by another Portland native. Stephen Weatherhead of Winton Scott Architects (WSA) will lead the design phase of the project. Also **located in Portland**, WSA is a licensed architectural practice focusing on urban development in the local area.

WSA will be supported by several firms, including Aceto Landscape Architects (ALA), Gorrill Palmer (GP) for Civil Engineering, and Thornton Tomasetti (TT) for sustainability consulting. These best-in-class firms are also **local, and in close proximity to the proposed Homeless Service Center**.

Our team has been fortunate to collaborate on several initiatives together. This has allowed us to develop a comprehensive partnership and implement successful projects throughout the State of Maine. Several projects include:

- ▶ Stevens Square/Motherhouse Campus (DC, ALA, GP)
- ▶ 66 State Street (ALA, DC)
- ▶ 101 Fore Street / WEX Headquarters (Cianbro/GP)
- ▶ Scarborough Downs (DC/ALA)
- ▶ Crescent Heights Apartments (DC/WSA)
- ▶ Unity Village (DC/WSA)
- ▶ Husson University Living & Learning Center (WSA/TT)

In addition, the balance of this section includes brief firm overviews, key team member resumes, and relevant experience for your review.



Diverse Services

- ▶ Real Estate Development
- ▶ Property Management
- ▶ Financial Management

Our Firm

Based in Portland, **Developers Collaborative** is an association of like-minded independent real estate developers interested in projects that build community. While this can mean different things, core themes like smart growth, environmental sustainability, affordable housing, and innovative design are central in our work.

DC makes an extra effort to listen to neighbors and employ creative solutions in order to create successful places. We employ a community-based approach to planning and building our projects, and we participate in public-private partnerships to achieve public goals. We highly value our reputation for creating developments that enhance their surrounding neighborhoods and address community needs.

Our Values

Developers Collaborative members share common values, yet our diverse skill sets and interests result in different types of projects and at different scales, from master planned campus redevelopments to more finely grained small urban mixed-use buildings. We partner on projects; with each other and with others, according to talent, time, and interest. Our values and diversity also translate beyond our work: we are all involved in various community based efforts that reflect our particular interests.

At Developers Collaborative we believe a developer has great responsibility. The ways that we intervene in the built environment will affect peoples' lives for a long time. We feel all developers owe it their respective communities to do more than just make a piece of land or building generate the highest short term financial return possible. Serving the community while creating a financially viable development is what we do best, and we see smart growth as a primary vehicle to achieve it.



Founded in 1949, Cianbro is **one of America's largest, employee-owned** construction services companies.

We are currently operating in over 40 states and employing more than 4,000 multi-skilled team members.



Our Capabilities

As a full-service contractor, Cianbro offers a diverse range of preconstruction, construction management, design-build, and self-perform construction services. Supported by decades of diverse experience, deep in-house resources, and the latest technology, Cianbro strives to maximize the potential for cost savings to our clients while maintaining our commitment to quality and safety.

Our Safety Commitment

Cianbro is committed to ensuring the health and safety of our team. This commitment includes our journey to Beyond Zero – creating an environment where our team members go home in better condition than when they arrived at work...

healthier, more educated, and able to influence the people around them.

Diverse Services

- ▶ Preconstruction
- ▶ Construction Management
- ▶ Design-Build & EPCM
- ▶ Self-Perform Construction
 - Civil & Structural
 - Mechanical
 - Electrical
 - Telecommunications
 - Fabrication & Coating

Building Maine

The Cianbro team represents more than 70 years of history and pride of work in the state of Maine. While our projects take us across the country and beyond, we are involved in the fabric of the community of this state and understand the intricacies of designing for our climate and culture.

With an office in Portland, our professionals are local and committed to the development of the Homeless Service Center. We are deeply committed to delivering superior function, increased efficiency, and a comfortable environment. Before, during, and after the project, we will be there when you need us, bringing value through our responsive, diligent efforts.



Ranked 8th in Associated Builders & Contractors' 2020 Top 120 Contractors



Ranked 101st Engineering News-Record's 2020 Top 400 Contractors



Ranked 101st Engineering News-Record's 2020 Top 400 Contractors



Diverse Services

- ▶ Architecture
- ▶ Interior Design
- ▶ Programming & Planning

Our Firm

Established in 1975, **Winton Scott Architects** (WSA) is a design-oriented architectural practice located in Portland, Maine. Our work encompasses a diverse array of project types and scales ranging from multi-block urban developments, to historic renovations, commercial and institutional buildings, and multifamily and single family residences.

WSA has been recognized numerous times for design excellence by the Maine and New England Chapters of the American Institute of Architects, and the United States Green Building Council. In addition, our work has been profiled in national trade journals, local publications, and several books focused on design and architecture.

Our Values

We believe that architecture should be sustainable, adaptable, timeless, and derivative of its context and function. All buildings, even the most modest in scale and budget, can be at once artful, functional, and inspiring if they are rigorously conceived and executed with craft and precision. Each of our designs responds to the specific needs of our clients and the individual character of a particular site and its surrounding context.

Winton Scott Architects is comprised of a staff of five, including four senior architects ranging in experience from 20 to 40 years. The office is organized horizontally with all staff members capable of managing projects from program and design through production of construction documents and construction contract administration. This depth of experience and continuity in staffing have allowed WSA to take on large, complex projects while consistently delivering the highest level of professional services to our clients. The culture of the office is that of an open, creative collaboration of seasoned architects striving for the highest level of design excellence and client satisfaction.



Gorrill Palmer Consulting Engineers is an integrated land development, municipal, and transportation consulting engineering firm based in South Portland, ME. Their principal business includes land development, transportation, and municipal engineering with expertise in land use permitting, design, management, and economics.

Core Services

- ▶ Civil Engineering
- ▶ Land Development
- ▶ Programming & Planning
- ▶ Municipal Engineering



Aceto Landscape Architecture (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.

Core Services

- ▶ Landscape Architecture
- ▶ Urban Design

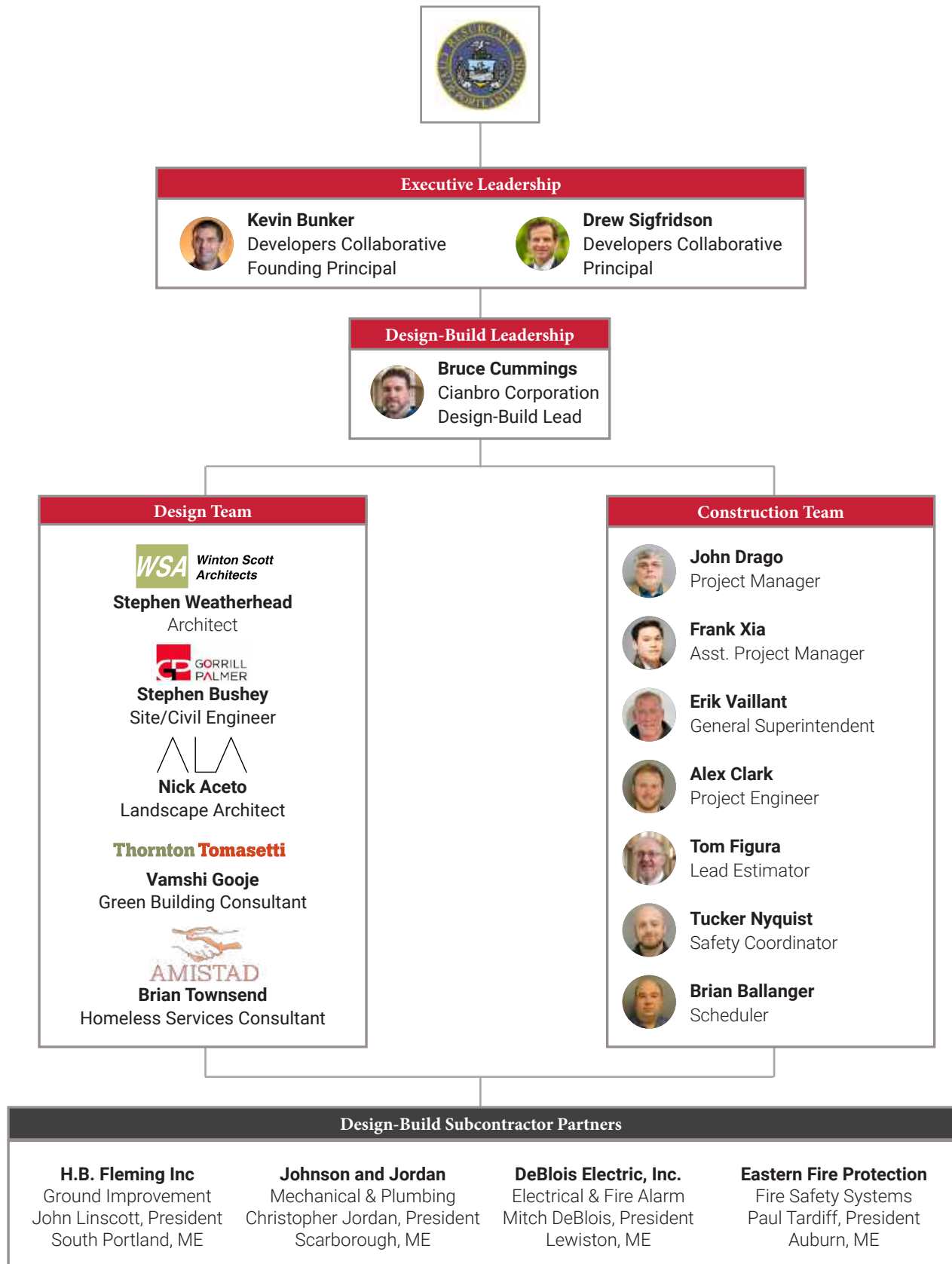


Thornton Tomasetti has been providing sustainability consulting services in Maine since 1995, and opened their first office in Portland in 2004. For more than 25 years, the firm has been involved in the design and revitalization of Portland. Thornton Tomasetti understands how pursue questions to arrive at the smartest solutions for clients.

Core Services

- ▶ Sustainability
- ▶ Building Analytics/Physics
- ▶ Life-Cycle Impacts
- ▶ Airflow Modeling

Organizational Chart





Principal:

Kevin Bunker



A former municipal planner, Kevin is a founding principal of the Developers Collaborative. He brings experience in complex financing models including tax increment financing, use of tax credits, and other public-private partnerships, all leading to creative projects that build community and strengthen the Maine economy in innovative ways. Kevin is a board member of Tedford Housing and former board member of Maine Affordable Housing.

14 years of industry experience | Master in Urban Planning - Harvard University Graduate School of Design

Project & Career Highlights

66 State Street | Developers Collaborative - Portland, ME

The 66 State Street building is a unique adaptive reuse project that is transforming a market rate property into a resource for affordable housing and addiction recovery. Originally intended as a residential condominium conversion, the building became the center of a partnership between Developers Collaborative and the social service providers Amistad and Catholic Charities. Together, these organizations are working together to create transitional housing for women in recovery as well as permanent affordable housing. When complete, the 66 State Street facility will provide a total of 68 affordable housing opportunities to support this vulnerable population.

Reed School | Developers Collaborative - Portland, ME

DC successfully responded to a City RFP to redevelop yet another vacant school structure in the Riverton neighborhood in 2018. Through a stakeholder engagement process, DC created a well received proposal for a mixed-use conversion. The result serves as home to Children's Odyssey - a daycare for children at diverse developmental milestones - and provides eight residential units.



Motherhouse / Stevens Square | Developers Collaborative - Portland, ME

The Motherhouse at Baxter Woods is the first building in the multi-phase redevelopment of the Sisters of Mercy site located in Portland's Deering Center Neighborhood. The building has been redeveloped into 88 apartments for adults 55 years of age and older, with onsite resources such as a library and a Resident Service Coordinator. Further developments on the property include the Stevens Square 55+ community, a series of five four-story buildings with campus amenities including green space and a fitness center.



Crescent Heights | Developers Collaborative - Portland, ME

Located in Portland's historic West End neighborhood next to Maine Medical Center, Crescent Heights is a unique facility specifically designed with the help of student focus groups to provide a balance to the demands of working and learning the medical field. The 11 units house 44 medical students and residents and was Maine's first multi-family LEED Platinum certified building.

Core Responsibilities

- ▶ Prepare capital and operating costs budget.
- ▶ Assist with zoning and development approvals.
- ▶ Support the financial management.
- ▶ Collaborate with the design-build team.

Other Notable Projects

- ▶ Nathan Clifford School - Portland, ME
- ▶ Birch Hill Apartments - Lewiston, ME
- ▶ Osprey Circle - South Portland, ME
- ▶ Village Run - Yarmouth Village, ME



Principal:

Drew Sigfridson



Drew is a Partner and the Managing Director of The Boulos Company, a commercial real estate brokerage and consulting firm with offices in Portland, ME and Portsmouth, NH. He is also Managing Director of CEI-Boulos Capital Management and a Principal and Partner with Kevin Bunker at Developers Collaborative on the proposed Homeless Service Center Project. His dedication to Maine's business and philanthropic communities is reflected in the roles and endeavors he has pursued as a Portland resident for more than two decades. Drew has experience and background in construction and finance and has had a long-term working relationship with the City of Portland.

22 years of industry experience | B.A. - Bowdoin College

Project & Career Highlights

Drew has been an active participant in Maine's business and philanthropic communities through leadership positions with organizations such as the following, among others:

- ▶ Realize!Maine
- ▶ Maine Real Estate and Development Association
- ▶ Maine Commercial Association of Realtors
- ▶ AVESTA Housing
- ▶ Focus Maine
- ▶ Maine & Company
- ▶ Cianbro Corporation
- ▶ Maine Community Foundation - Cumberland County Commission

Social Impact Real Estate Experience

In 2019, Drew co-founded CEI-Boulos Capital Management in a joint venture with Coastal Enterprises, Inc. He remains an active participant as a Board Member and Managing Director of CEI-Boulos. This management company was established to source, underwrite, and invest in significant social impact real estate projects in under-served and under-invested communities throughout the country by taking advantage of investment benefits through Qualified Opportunity Zones. To date, the first fund established through Woodforest National Bank, has invested approximately \$20,000,000 of equity in multiple projects ranging from student housing for a rural college in South Carolina, several affordable housing projects, medical office development for a non-profit institution in Washington D.C., redevelopment of a historic hotel in Selma, AL, among others. In each instance, these projects will have a significant social impact on the local communities.

Professional Affiliations / Accreditations

Maine Real Estate Broker License	Past-President, MEREDA (ME Real Estate & Development Assoc.)
New Hampshire Real Estate Salesperson License	Realtor Magazine's 30 Under 30, 2005
Society of Industrial and Office Realtors (SIOR) certification	Maine Commercial Realtor of the Year, 2006
Maine Commercial Association of Realtors, past president (2007-8)	Board Member, Maine & Co.
Board Member, New England Chapter SIOR	Board Member, Cianbro
Past Board Chair, Avesta Housing	

Community Involvement

Co-Chair, Capital Campaign Committee for Friends School of Portland
Good Medicine Collective, Board Member



Homeless Services Consultant:

Brian Townsend, MS, LCPC

Brian serves as the Executive Director of Amistad - the largest Peer Support- and Recovery-based agency in Maine. He is a licensed Clinical Professional Counselor with nearly two decades of experience in family, community, and recovery support services. Brian's expertise in program and operational requirements will enhance the collaborative development process of the Homeless Service Center.

19 years of industry experience | Master of Science in Community Mental Health / Counseling | LCPC State of Maine

Project & Career Highlights

Executive Director | Amistad, Inc. - Portland, ME

Brian directs the largest peer support and recovery-based agency in Maine, including oversight of the agency's twelve programs throughout the state. Working with agency leadership and the board of directors, the role involves the guidance and delivery of mission-driven programming quality, establishing directions for the agency to follow in seeking to maximize its impact, and ensuring sustainability and adaptability.

ACT Team Leader | Catholic Charities Maine - Portland, ME

Brian briefly joined the support and recovery services team, in order to take part in an effort by the agency to change the culture of the ACT team. In a very short time with the team, Brian worked with agency leadership and with Preble Street, ESAC, and Oxford Street to intentionally connect the team to individuals who are experiencing homelessness, and as such, are faced with significant barriers to effective engagement. This position entailed supervision of social workers, interns, nurses and the team's psychiatrist, as well as significant collaboration with community partners.

Clinical Coordinator and Clinical Team Lead | Community Support Services - Portland, ME

This position entailed supervision of 10 Behavioral Health Home Care Coordinators, including clinical oversight of BHH service delivery to the approximately 300 clients enrolled in the program. It also involved partnership with the Program Director in managing all facets of the program, supporting a recovery oriented service that sought to improve health outcomes, cost effectiveness, and improved consumer-provider partnership for the population served by the program. Brian partnered with two full time Intentional Peer Support workers who served as Peer Navigators. He also served as agency representative with the Long Term Stayers subcommittee of ESAC, the committee initiative to reinstate monthly bus passes for Mainecare recipients, and as advocate for assistance options for asylee seekers.

Other Notable Experience / Training

- ▶ Coordinator, Clinical Intervention Program | Preble Street
- ▶ Case Manager & Crisis Clinician | HowardCenter
- ▶ Clinical Supervisor | Catholic Charities Maine
- ▶ Lead Family Consultant | Family & Community Support Svcs
- ▶ Case Manager | Catholic Charities Maine
- ▶ Teacher & Mental Health Tech | Whisper Ridge Health Center



Architectural Lead:

Stephen W. Weatherhead, RA



With over 32 years of experience in all phases of architectural practice, Steve knows how to effectively manage the design team and consistently produce successful building projects based on the specific needs of his clients. He has managed projects for WSA totaling over \$75M in construction value that have utilized a full range of project delivery methods both in the private and public sectors.

32 years of industry experience | B.Arch - Syracuse University | Licensed Architect - State of Maine

Project & Career Highlights

Crescent Heights | Developers Collaborative - Portland, ME

Located in Portland's historic West End neighborhood next to Maine Medical Center, Crescent Heights is a unique facility specifically designed with the help of student focus groups to provide a balance to the demands of working and learning the medical field. The 11 units house 44 medical students and residents and was Maine's first multi-family LEED Platinum certified building. This smart growth housing solution proved to be best for both users and the neighborhood.

Boys & Girls Clubhouse | Boys & Girls Clubs of Kennebec Valley - Gardiner, ME

This new Boys & Girls Clubhouse, scheduled to break ground in April 2021, includes new instructional and daycare space, a multi-purpose room, cafeteria and kitchen, as well as administrative office space, a teen center, and extensive outdoor play areas and soccer field. The new building will be built on the same site as the current club and located on an existing soccer field.



Family Center & Offices | Youth Alternatives - South Portland, ME

This project combines the renovation of a former dairy barn with a new 28,000 SF addition to create a family center and office space for a local social services agency. The barn has been converted to house meeting rooms, training facilities, a resource library and multi-purpose community spaces. The facility supports delivery of family based services such as counseling, supervised visitations for foster children, and family mediations, while providing access to training and resource materials.



Unity Village | Developers Collaborative - Portland, ME

Unity Village consists of four three-story buildings developed on three city-owned lots in downtown Portland. Designed with neighborhood engagement in mind, the apartments have stoops, porches, and entrances that face the street. Seven apartments at Unity Village are reserved for market-rate rents. Seven other apartments are dedicated as transitional housing for individuals moving out of shelters. The remaining 19 apartments are subsidized for working families and singles, with some units designed to accommodate large families.

Core Responsibilities

- ▶ Overall design support and coordination.
- ▶ Interface with the design-build team and owner.
- ▶ Constructibility and VE support.
- ▶ Budget and preconstruction support.

Other Notable Projects

- ▶ Pearl Place Apartments - Portland, ME
- ▶ Husson University Living Learning Center - Bangor, ME
- ▶ Oak Leaf Terrace - Freeport, ME
- ▶ Brickhill Heights - South Portland, ME



Landscape Architect:

Nick Aceto, PLA, ASLA



Nick is a licensed landscape architect and urbanist to the core, born and raised in Maine where rich coastal New England heritage meets unfettered wilderness. Nick's approach to design stems from his hands-on experience coupled with a deep passion for design. Nick endeavors to approach each project by testing the definition of the built landscape, community, and garden.

16 years of industry experience | Licensed Landscape Architect | Member - Portland Society for Architecture

Project & Career Highlights

The Downs | Crossroads Holdings - 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.



Cumberland Multi-Gen Neighborhood | Town of Cumberland - Cumberland, ME

ALA worked collaboratively with Kevin Bunker of Developers Collaborative to provide a proposal for a multi-generational community proposed to be located in Cumberland. The proposal included walkable street, various home typologies, a community garden and community center "barn" with village cafe and micro co-op. The proposed concept won unanimous council/staff selection in a competitive RFP process.



Libbystown Visioning | Libbystown Neighborhood Association - Portland, ME

ALA worked closely with the Libbystown Neighborhood Association to provide conceptual design and visuals for an interpretive playscape in Dougherty Field Park in Portland. The project was awarded more than \$130,000 in CDBG funding in 2018.

Hotel Redevelopment | Hotel Aspen - Aspen, CO

ALA continues to play a key role in the planning and design of this landmark hotel redevelopment in downtown Aspen, CO. Our scope includes the design of intimate public amenity spaces as well as a private 'grotto' pool deck and courtyard spaces.

Core Responsibilities

- ▶ Landscape Programming & Planning.
- ▶ Landscape Virtual Design.
- ▶ Landscape Design Documents.
- ▶ Project Coordination.

Other Notable Projects

- ▶ Breckenridge Sustainable Community | Project Workshop
- ▶ Our Town Basalt | Town of Basalt
- ▶ Retreat Center | Orion Community
- ▶ Office Building & Garage | 100 Fore Street, LLC



Civil Engineering: **Steve Bushey, PE**



With over 30 years of experience in Land Development and Municipal projects, Steve directs the preparation and review of preliminary and final design as well as permit applications for numerous civil/site engineering projects. His expertise includes site feasibility/selection, civil/site design, street reconstruction and culvert design, hydraulic and hydrologic analysis, permitting, and public presentations.

30 years of industry experience | B.S. in Civil Engineering | Professional Engineer

Project & Career Highlights

The Downs | Crossroads Holdings - Scarborough, ME

Steve led the community design, master planning and engineering, permitting, and project management for a 500+ acre mixed used development. The planned community included mixed residential, commercial, light industrial, and recreational amenities including a mixed-used center designed at the core of the project.



Mixed-Use Redevelopment | Shipyard Brewing - Portland, ME

Steve managed the repurposing of an existing industrial property for a new mixed-use infill and urban redevelopment project. The urban location and historic use as an industrial property required extensive design considerations for the environmental conditions such as contamination soil and groundwater.

Academic / Office Building & Parking Garage | 100 Fore Street - Portland, ME

Steve and his team led the site design, traffic analysis, permitting, and support the construction phase of this campus style office park. The four-story facility constructed on the property provides offices and parking. The site is surrounded on two sides by tributaries of Long Creek, requiring the development to carefully focus on water quality enhancement.



August Crossing | New England Development - Augusta, ME

Steve managed the permitting and design for this 460,000 SF retail development. The project served to enhance the retail experience in Augusta by adding several major brands to the local area as well as traffic improvements. Granite retaining walls were selected as the focal point for the new turnpike, enhanced by the addition of cedar fencing to screen loading areas

Core Responsibilities

- ▶ Coordinate with the collective team.
- ▶ Prepare the initial civil conceptual design.
- ▶ Civil design development.
- ▶ Ensure permitting requirements are met.

Other Notable Projects

- ▶ Lynnhaven Mall Phase 2 | General Growth Properties
- ▶ Biddleford Crossing | New England Development
- ▶ New Resort | The Cliff House
- ▶ Nashua Landing | New England Development



Sustainability Consultant:

Thornton Tomasetti

Vamshi Gooje, LEED AP, BEMP, CEM

Vamshi joined Thornton Tomasetti in 2004 and is responsible for advising clients on green building strategies and technologies. He has extensive experience in energy analysis and sustainability consulting for a multitude of projects. Vamshi is an expert in building science related to whole building energy, daylighting and thermal comfort and is proficient in energy simulation engines.

21 years of industry experience | M.S. in Building Design | B.S. in Architecture

Project & Career Highlights

Oak Street Lofts | Avesta Housing - Portland, ME

Vamshi led the LEED for Homes Provider and sustainability consulting services for a 37-unit artist-focused housing development that achieved LEED Platinum certification. The building utilizes several green building features such as the use of a solar hot water heating system, high-efficiency condensing boilers, and an air recovery ventilation system that led to roughly a 40 percent improvement over ASHRAE requirements.



Pearl Place I | Avesta Housing - Portland, ME

Vamshi managed the sustainability consulting and LEED for Homes Provider services for a 60,000-square-foot multifamily housing development located on a former brownfield site. Sustainable and energy savings were taken into consideration during every stage of the design and construction. The finished affordable housing complex achieved LEED Gold certification.



Pearl Place II | Avesta Housing - Portland, ME

Vamshi supported the sustainability consulting services for the second phase of the Pearl Place multifamily housing complex. The new buildings were designed with more sustainable strategies to achieve an even higher LEED rating than the first phase, including panelized construction, installation of a solar hot water system, and use of highly efficient heating and ventilation systems.

Village Center | Community Housing of Maine - Brewer, ME

Vamshi supported the Passive House consulting, energy modeling, thermal analysis and structural engineering services for a three-story, affordable housing complex. Sustainable design features include double stud R-40 walls, R-80 roof system, triple pane windows tuned for each orientation and exterior shading. The 48-unit complex was the largest passive house project in North America at the time of completion.

Core Responsibilities

- ▶ Review/analyze energy consumption.
- ▶ Ensure compliance with the Green New Deal.
- ▶ Support third-party sustainability requirements.
- ▶ Support the design and construction teams.

Other Notable Projects

- ▶ Maine Hall | Community Housing of Maine
- ▶ Loring House | Loring House Apartments
- ▶ 83 Middle Street | Community Housing of Maine
- ▶ 58 Boyd Street Apartments | Portland Housing Authority



Design-Build Lead:

Bruce Cummings

CIANBRO

In the role of Design-Build Lead, Bruce will provide close oversight of our design-build team and the overall adherence to the City of Portland's goals for this facility. He leverages a diverse background of logistically complex projects that will allow him to provide insightful guidance to our team as they plan and implement the City Homeless Service Center Project.

19 years of industry experience | A.S. in Electrical Power & Automation – Eastern Maine Community College

Project Highlights

Senior Living Complex | Maine Veterans' Home - Augusta, ME

Cianbro is serving as Construction Manager for a new two-story, 179,000 SF senior living complex. The 138-bed complex consists of four separate buildings dedicated to supporting long-term care, assisted living, transitional care, and memory care. In addition, a village center with shops, rehabilitation center, and patio/outdoor space is also being constructed.



Canopy Hotel | Fathom Companies - Portland, ME

Cianbro is serving as Project Manager for the construction of a six-story, 104,551 SF, 135-guest-room hotel including a fifth-floor restaurant and bar, and a rooftop bar overlooking Casco Bay. The hotel is composed entirely of high-end materials and finishes including millwork, flooring, furnishings, HVAC, lighting and brick exterior with decorative black-framed glazing.

Academic / Office Building & Parking Garage | 100 Fore Street - Portland, ME

Cianbro is managing the construction of a five-story, 277,000 SF structure comprising of 80,000 SF of academic and office space covering two stories above a three-level, concrete parking garage pedestal for 538 vehicles. The project scope includes fitting out one full 40,000 SF floor as academic space for Northeastern University's Roux Institute.



Alfond W2 Ocean Engineering Lab | University of Maine - Orono, ME

Cianbro managed construction of a 13,000 SF addition to the existing Offshore Wind Laboratory, comprising a 9,000 SF wave tank and 3,750 SF of robotics space. The addition is approximately 45-feet high to accommodate the Tunnel Positioning System.

Core Responsibilities

- ▶ Ensure execution of project management practices for Lean, risk management, and performance tracking.
- ▶ Provide oversight for project administration, contract management, payroll, accounts payable, and purchasing.
- ▶ Monitor project costs and execute reporting.

Other Notable Experience

- ▶ Oxford Casino Expansion & New Hotel | Churchill Downs
- ▶ Correctional Center Renovation & Expansion | Maine DOC
- ▶ Corporate Headquarters | WEX
- ▶ Bangor Savings Headquarters | Bangor Savings Bank



Project Manager:

John Drago, PMP

John has over 30 years of professional experience, including two years of experience with Cianbro working on various projects. John has experience managing both national and international projects. Responsibilities have included developing comprehensive project plans to identify scope, resource usage, risk triggers, and critical task dependencies.

CIANBRO

30 years of industry experience | B.S. in Business Project Management | OSHA 10-hour

Project Highlights

Global Corporate Headquarters | WEX - Portland, ME

Cianbro served as Construction Manager for a new 116,000 SF, four-story, mixed-use world headquarters, including collaborative work spaces, a 35,000 SF rooftop lounge, and an expansive curtain wall system on Portland's waterfront. With the building occupying 95% of the project site and two additional significant construction projects only a block away, logistical control was essential to Cianbro's success.



Academic / Office Building & Parking Garage | 100 Fore Street - Portland, ME

Cianbro is managing the construction of a five-story, 277,000 SF structure comprising of 80,000 SF of academic and office space covering two stories above a three-level, concrete parking garage pedestal for 538 vehicles. The project scope includes fitting out one full 40,000 SF floor as academic space for Northeastern University's Roux Institute.



Maine Correctional Center Renovation | State of Maine Department of Corrections - Windham, ME

Cianbro is serving as Construction Manager for the renovation and expansion of the Windham, Maine Correctional Center. Cianbro is working on the existing grounds of the Maine Correctional Center, while facility operations remain fully active throughout the duration of this project.

DLA Consolidated Warehouse | Confidential - Kittery, ME

Cianbro is currently completing a 29,200 SF addition to an existing warehouse. The project consists of constructing a one-story, high-bay steel-framed storage warehouse addition with an insulated pitched metal standing seam roof, set on a reinforced concrete floor slab and foundation. The project includes staging areas, scale, mechanized overhead doors, utility services, fire suppression, fire pumps, alarm and security systems, grounding and lightning protection, anti-terrorism force protection, and related work.

Core Responsibilities

- ▶ Lead all vendor and subcontractor meetings.
- ▶ Bid package and equipment evaluation and procurement.
- ▶ Execute all project-required deliverables and reporting.
- ▶ Oversee compliance with the project budget and schedule.

Other Notable Experience

- ▶ Bangor Savings Headquarters | Bangor Savings Bank
- ▶ Special Project Field Manager | Dimeo
- ▶ Managing Member | Drago General Contracting

Frank Xia: Assistant Project Manager

6 years of industry experience | M.B.A – Boston College | B.S. in Civil Engineering | OSHA 10-Hour



Frank will provide vital support to ensure compliance with best practices from all team members. This focus on both field activities and corresponding documentation will help provide excellent communication and coordination between all stakeholders as the City Homeless Service Center moves forward with careful coordination and documentation. Frank's local projects include Wex Global Headquarters in Portland, and Oxford Casino Expansion & New Hotel in Oxford, ME.

Eric Vaillant: General Superintendent

20 years of industry experience | B.S. in Construction Management | OSHA 30-Hour



Erik is a building industry leader with over 20 years of experience directing multi-million-dollar commercial facilities and site development projects. He has a safety-conscious approach and consistently succeeds in achieving time, budget, and quality goals. Erik is a team-oriented leader whose skills are certain to benefit the City of Portland Homeless Service Center as construction moves forward. In Portland, Eric has been supervising the 104,551 SF Canopy Hotel construction.

Alex Clark: Project Engineer

7 years of industry experience | B.S. in Civil Engineering | OSHA 30-Hour



Alex has over seven years of experience, including two years with Cianbro. He has been responsible for supporting cost controls, schedule adherence, procurement, as well as overall project logistics and subcontractor coordination. Additionally, Alex has experience with producing RFIs and submittals for ongoing construction and quality control purposes. Most recently Alex has supported the construction of the Canopy Hotel and 100 Fore Street, both in Portland.

Tom Figura: Lead Estimator

42 years of industry experience | B.S. in Civil Engineering & Construction Management



Tom and his estimating team play a central role in ensuring that each of our clients are earning the most from their investments in capital expansion and improvement projects. Drawing on his background of experience, Tom will work closely with the collective team to develop estimates for the City Homeless Service Center as well as VE and constructability reviews. Tom has been integral to the Canopy Hotel and 100 Fore Street projects in Portland.

Tucker Nyquist: Safety Coordinator

7 years of industry experience | B.S. in Marine Transportation Operations | OSHA 30-Hour



Tucker has over seven years of professional experience. In his role as Safety Coordinator, Tucker has led the safety effort on some of Cianbro's largest projects for both public and private owners. Tucker is well-respected by our clients, and has proven experience planning and communicating safe work activities and conducting daily inspections of work areas. Tucker's recent local experience includes the Canopy Hotel, 100 Fore Street, and the Maine Veteran's Home in Augusta.

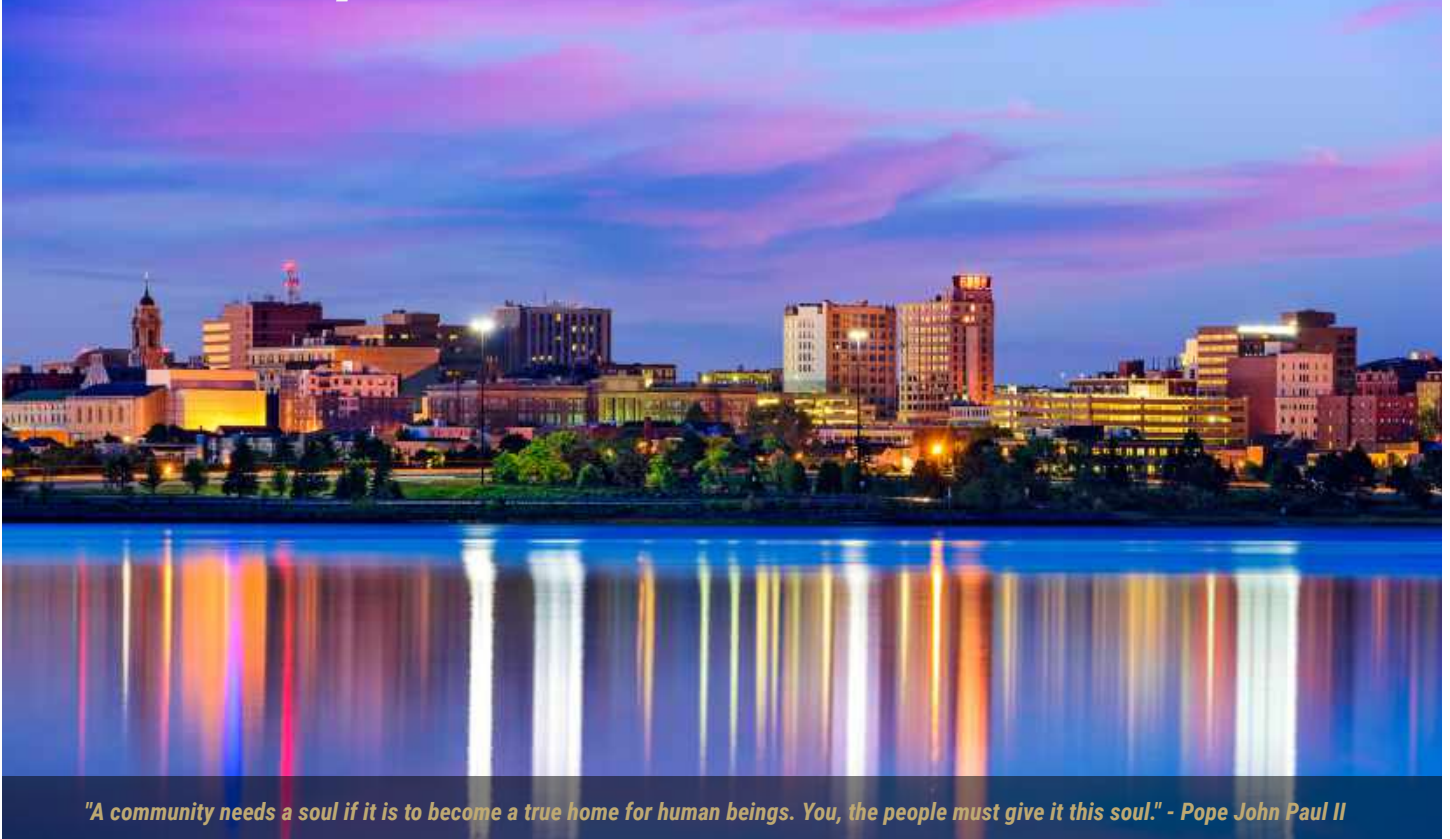
Brian Ballanger: Scheduler

20 years of industry experience | B.S. in Power Engineering Technology | G.E. Project Management | OSHA 10-Hour



Brian has nearly 20 years of professional experience, including 13 years of progressive, hands-on experience managing business-critical initiatives. Brian has expertise in developing and implementing Six Sigma Lean programs for driving significant improvements in service ability, reliability and operating cost efficiency. Brian has driven the schedule development for the Canopy Hotel, the Puritan Test Swab facility in Pittsfield, and the Maine Correctional Center projects.

Community is Our Focus



Our Community Background

Our team has a deep background in housing facility design, ownership, management, and unparalleled experience in local public private partnerships to reach consensus and achieve community goals. As a Maine native, Kevin Bunker of Developers Collaborative (DC) is one of Maine's most respected community developers. **Over the past fifteen years, DC has developed some of Maine's most notable projects, including over 1,100 housing units, nearly 900 of which are affordable housing.** Kevin has received two MEREDA Notable Project awards and many historic preservation awards, having completed far more historic tax credit projects than any other developer in Maine. He also received Portland's Economic Development Award for 2019. Kevin serves on the board of Tedford Housing, a homeless services provider based in his hometown of Brunswick, and DC serves as a development consultant to Preble Street in their various city projects.

In undertaking this work, DC's signature style has been to take on projects often considered too complex for other developers. DC firmly believes that community consensus is possible and that our shared community goals can bring all parties together. Our in-house asset and property management team currently oversees 770 units across 22 different projects in the state, as well as nearly 200,000 square feet of commercial space. Additionally, at the conclusion of this section of our submission, we have listed numerous DC's housing projects. Given the scope of this RFP, we have selected several Portland projects that are illustrative in their complexity, mission, location, or consensus-building aspect. These initiatives include **66 State Street, Stevens Square Campus, Reed School, Nathan Clifford School, and Crescent Heights.**



66 State Street Project

The land and building at 66 State Street had been marketed as a market-rate residential conversion for some time. In fact, when purchased by DC in 2018, it was contemplated to be a market-rate condominium project due to its location.

Social service providers Amistad and Catholic Charities had run successful and essential programs out of this location for decades, notably Amistad's day drop-in center. Still, it appeared that this location would be lost to the gentrifying building boom in Portland. However, **DC decided to switch its business plan and team up with Amistad to magnify conversations around homelessness issues in the City.** Interestingly this same conversation has led to the current RFP at Riverside Street.

The 66 State Street project is a rare example of anti-gentrification and is a prime example of de-concentrating poverty and expanding housing and economic opportunities. The development plan consists of two phases. The first, currently under construction, will be a 38 bed SRO lodging facility for women in recovery. It is funded by historic tax credits, developer debt and equity, inclusionary zoning funds, has a TIF from the City of Portland, and 25 project-based Section 8 vouchers from the HUD and the Maine State Housing Authority. Phase two will a new building constructed in the current parking lot and feature an additional 30 apartments, all permanently affordable, funded by tax credits from MaineHousing, City of Portland HOME funds, and a TIF. Through creativity and public

purpose, this market-rate condominium project has been converted into 68 affordable housing opportunities for women at a stage of their lives where safe housing is a paramount concern and an extremely scarce resource.

Residents within the building will benefit from easy access to multiple community resources. Many of the residents will appreciate being able to walk to neighborhood resources such as grocery stores, the YMCA, places of employment on the peninsula, churches, etc. All residents will be able to utilize the Metro bus system, which has a stop just across State Street and will connect residents to peninsula and off-peninsula destinations. For the population residing within this project, access to treatment and services of various types will be critical to maintaining recovery, stability, and housing. The location of the buildings, combined with the presence and reach of the bus system, creates a reality of almost zero barriers to this level of access.

Each floor will contain common gathering space, cooking areas, bathrooms, and individual units. The project can operate as a single community but also target specific populations on each floor. This design allows for privacy and "a space of their own," yet at the same time promotes accountability, community, and peer support. The project also contains a full commercial kitchen used for job training and larger community meals once concerns around the pandemic are relieved.

Learn more about this project from the Portland Press Herald:

- ▶ <https://www.pressherald.com/2018/09/25/portland-center-for-mentally-ill-displaced-by-building-sale/>
- ▶ <https://www.pressherald.com/2019/07/02/portland-developer-pitches-housing-project-for-homeless-women/>

The project is an adaptive reuse of an existing building but not a rehabilitation project in the housing sense as there are no existing units in the building. The building will be a full rehabilitation, as the brick structure will be retained, but new mechanical, electrical, and plumbing systems will be added. This will include new high-efficiency heating and cooling units running off the existing geothermal wells. The site will be redeveloped as well, including a pocket park in the center of the site, directly outside the proposed community spaces in the lodging house.

The renovated building will be run as a rooming/lodging house and will target some of Portland's most vulnerable individuals for tenancy in its 38 units. The population of the rooming house will be individuals meeting one or more of the following criteria: 1) coming out of recent and/or chronic homelessness; 2) returning to the community from recent incarceration; or 3) in early and sustained recovery from substance use. All or nearly all of the individuals housed in the rooming house will be at or under HUD's extremely low-income definition (30% of AMI). Most rooming house residents will either enter with a documented disability or will receive support in identifying and receiving targeted treatment for a disability once stabilized within this housing unit with its wrap-around supports. Amistad partners with the City of Portland's Health and Human Services teams and functions as an active partner with the City's Long Term Stayers initiative and other efforts to solve homelessness in the community. **This level of collaboration will support the placement of individuals most in need of this specific and valuable version of supportive housing.** As Councilor Ray noted in her blog dated April 7, 2019, this project is specifically designed around the target population; it's not a set-aside in an otherwise affordable or market-rate project.

From the physical design and layout to the partnership between DC and Amistad, the only purpose of this project is to help vulnerable women. In navigating the twists and turns to successful realization, DC has gained a much deeper understanding of the challenges and opportunities of the most vulnerable of our citizens and will bring this understanding to the Riverside Homeless Service Center. Additionally, 66 State Street has been designed to complement the planned coordinated entry aspect of the Services Center, being ready to take referrals from the latter, as the system has been designed.

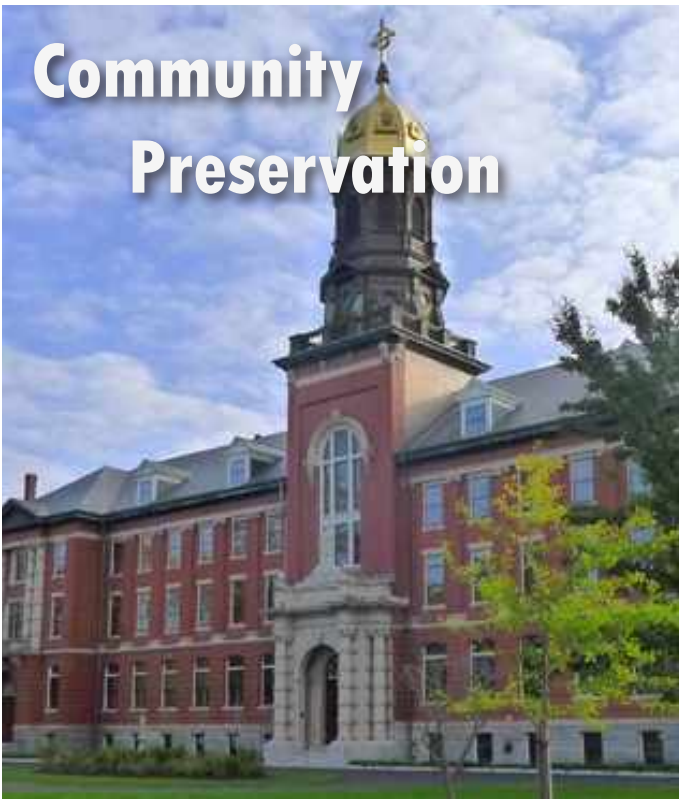
A Team Effort

"There's a great story behind this partnership, which will result in the creation of around 40 units of housing for women experiencing homelessness in Portland. The collaboration between Kevin Bunker and Amistad began outside of the city process to develop a new Homeless Service Center, when Bunker purchased 66 State Street with a plan to develop condominiums there. Understanding that two organizations housed in the building, Amistad and Catholic Charities, would need to relocate, Bunker assured them he would extend their leases until they were able to secure new spaces.

Bunker is no stranger to the issue of homelessness or the need for affordable housing. As a founding principal at Developers Collaborative, he's been involved with multiple projects that mix units of affordable and market rate housing, and since 2017 he's served on the Board of Tedford Housing, a nonprofit focused on "creating pathways from homelessness to home by partnering with people and their communities in Midcoast Maine."

While Bunker considered his plans for 66 State Street, Catholic Charities was able to find new space relatively quickly, but Amistad was having difficulty. After multiple conversations between Bunker and Brian Townsend, the Executive Director of Amistad, Bunker pitched a proposal that would allow Amistad to stay and continue its programming at 66 State Street. Townsend had a different idea. He was pretty certain that Amistad was close to finding space in a nearby building, but he saw a great need in the community to help women experiencing homelessness. While the OSS/HSC is open to people regardless of gender, women sometimes have a more difficult time finding success in the shelter system because there are fewer treatment and recovery resources available for them, and they may face greater vulnerabilities connected to substance use, trauma, and sexual exploitation. Amistad has been working to assist this vulnerable population, but Townsend recognizes that there is still great need for additional resources in the community.

Bunker listened to Townsend's proposal, agreed that housing for women could be a good fit at 66 State Street, and went to work exploring new financing structures to make the project viable. While this collaboration began outside of the city's process, it has evolved into a partnership which brings together Amistad, the City of Portland, [and] Developers Collaborative." - City Councilor Belinda Ray



Stevens Square Campus

The Stevens Square project has been two decades in the making. Seacoast Management, a retirement community developer, had been working with the Sisters of Mercy on a campus redevelopment. They created a master plan for a retirement community in 2009, but the recession derailed it. Fast-forwarding to 2014, DC principal Kevin Bunker, who had partnered with Seacoast on two previously successful projects, became involved. By this time, there was a clear community consensus that someone had to figure out the 140,000 square foot Motherhouse, even as the fate of the larger campus was unknown.

DC was brought on specifically because of their experience with complex, layered financing sources to figure out the Motherhouse, which was both the centerpiece of the campus as well as its most challenging element. DC successfully financed the Motherhouse with seven different sources, all with varying requirements. The Motherhouse opened for occupancy as 88 units of senior housing in November 2018 and has been fully occupied. The Motherhouse has won several awards, including the prestigious MEREDA Notable Project award. However, a statistic that we are most proud of is that we had zero COVID

cases due to a focus on safety and sanitation best practices.

To develop the project, a master plan had to be created, and a zone change adopted. This was completed in the face of a committed neighborhood minority who did not want to see the project move forward. As DC worked on the Motherhouse apartments only (itself a condo unit within a commercial subdivision), the larger project was struggling politically. Stated concerns were typical such as density, traffic, and the like. However, the real emotional core of the resistance was the fear that the developers would close the McAuley School, an on-campus 50,000 square foot building. The reality was far more complex and related more to demographic changes within the Sisters of Mercy and the viability of private single-sex education in a small market. DC was brought in to work with the neighborhood and City Council. As part of that work, DC oversaw changes in the Master Plan that built consensus around a smart growth plan for a total of 249 units of senior housing, a mix of market-rate, affordable, ownership, and rental, with associated amenities.

This process is a good example of DC's willingness to work with diverse stakeholders to achieve a project that meets multiple community goals. When DC entered the picture as a minority partner to Seacoast Management, the project was in disarray. The neighborhood had risen up due to a perception of too much density on-site and fears that the development could be a factor in the possible closing of the McAuley School. DC immediately began neighborhood outreach and implemented compromises from the original redevelopment, limiting the number of units and preserving some athletic fields for school use in perpetuity.

DC also committed to improvements to the public transportation system and to adjacent Baxter Woods, a much-loved green space. These concessions paved the way for a unanimous vote on a zone change that was headed to a 5-4 vote. This allowed the redevelopment of the iconic Motherhouse to proceed, which has opened in recent months and contains 88 apartments, both market-rate and affordable.

The Motherhouse building is a good example of our willingness to work with the municipal and neighborhood stakeholders and our expertise in the technical aspects of complex development. All of this was completed with coordination



from the Sisters of Mercy, who retained an active interest that the site would be redeveloped in a sensitive way that respected the organization's history and protected the Sisters still living on a portion of it, where they remain today.

The Motherhouse had to be designed to the Maine State Housing Authority's standards as well as the National Park Service. TD Bank was the lead tax credit investor for the project, and their financial requirements needed to be met along with those of MSHA and the City of Portland (who provided a HOME loan and a TIF). There are likely not many capital stacks in the state of Maine more complex than that of the Motherhouse.

After the Motherhouse development, DC purchased Seacoast entirely in 2018 and is now the owner of the entire site. The second phase of the redevelopment is Stevens Square condominiums. Thus far, one building containing 20 units has been built. Despite the pandemic, DC was able to complete a high-quality construction project and have sold all but the final unit. Four more buildings with 140 more total units are planned.

Another challenging aspect of the project was the sudden closing of the Maine Girls' Academy. Ultimately, through a consensus building and an understanding of the needs of the community, a three-phase construction project was planned. The first phase was the conversion of 10,000 square feet of classroom space to a 94-child daycare, Growing Learners, and a lease with Blue Wave Basketball, a youth basketball organization. The building also continues to be the home of

the winter farmer's market. Its 480 seat auditorium is currently the home of the Portland Life Center, a church, and is available for community rental and non-profit events.

The next phase includes office, and studio space on the second floor, is finally underway and will be complete in June 2021. It features seven office suites with a variety of tenants, including a speech therapist, massage therapist, media company, and will be DC's headquarters. The hallway will feature work by local artist Molly Maps.

The final phase is perhaps the most exciting and will tie the building and the campus together. Health Coaches at Stevens Square, will open in late 2021 and feature an outdoor fitness patio with state-of-the-art equipment. Finally, Tally's at Stevens Square is a café that will be in the atrium, serving a variety of sandwiches, soups, salads, and drinks in the atrium, the common space for the building. What was once a formerly vacant school at the end of its useful life has now been transformed into an environment where people will come to live, work, and play in a vitally re-purposed asset in the heart of Deering Center.

Overall, the Stevens Square master plan process shows our ability to navigate a complex regulatory and political environment while maintaining a high-quality vision on an extremely prominent in-town Portland site. Its total development costs have been approximately \$35 million and will be over \$100 million upon full buildout.

Community Collaboration



Reed School

Another example of DC's consensus building is in the Reed School project. DC successfully responded to a City RFP to redevelop yet another vacant school structure in the Riverton neighborhood in 2018. The process featured a community seemingly at odds with City staff over redevelopment goals. Numerous physical development and zoning challenges seemed at times to preclude any project at all.

DC first applied with Avesta Housing to develop affordable senior housing on the site. Another team responded similarly when the controversy began. Unlike the Nathan Clifford RFP (see below), the Reed School RFP did not fully capture the neighborhood consensus around the site. While the RFP favored housing among other uses, the neighborhood nearly unanimously felt that the number of units required to complete an affordable housing project was far too many. Amid controversy, the RFP was shelved and subsequently was re-issued a few months later. One team responded much as they had before, simply adding a group facilitation effort to their proposal. DC listened to the neighborhood.

While we believe in affordable housing, being one of the state's largest providers, it is not always the fit for every site nor always politically feasible (much like Nathan Clifford). In this case, it didn't seem to fit. We already felt it was marginal and would require a large amount of City subsidies, as detailed

in our first RFP response. We changed tactics and proposed an educational use in the 1950s main building with a small number (eight) apartments in the original 1920s structure. While we felt we had a more feasible plan, we were surprised by the **immediate change in the tenor of the conversation and the nearly universal neighborhood support** for our proposal.

The first phase became an expansion of Children's Odyssey, an innovative daycare with a 25-year history of successfully caring for children with developmental issues, notably autism, right alongside children without those same issues. They had outgrown their current space yet could not afford to expand. DC used historic tax credits, Brownfield funds, and traditional debt and equity to provide GL the opportunity to own its own space at a fraction of what the 400% physical expansion would have cost. DC partnered with Drew Sigfridson on the project, who is a principal on this proposal as well.

The second phase, eight market-rate apartments, also a partnership with Drew Sigfridson, is under construction now and will be occupied by the fall of 2021.

Learn more about this project and the amazing things that take place:

- ▶ <http://www.childrensodyssey.org/>
- ▶ <https://www.mainebiz.biz/article/developers-collaborative-completes-3m-school-rehab>
- ▶ https://www.youtube.com/watch?v=ig-B1E7_IQA

Community Understanding



Nathan Clifford School

In 2013, DC responded to the City of Portland's RFQ to reuse and redevelop the Nathan Clifford School, proposing 22 market-rate units. The only other respondent proposed a large number of units on the site, which was expressly what the neighborhood had said it did not want to see during an extensive community process. **DC proposed a project that fit within existing zoning, creating large, market-rate units.** Affordable housing would have been entirely unfeasible. DC also offered to pay \$200,000 for the building.

DC's proposal was chosen and we began to engage the neighborhood. Generally, the response was very positive as we had listened to the community (having attended all the meetings). However, we had initially proposed four units in the additional land next to the school and 18 in the building (zoning allowed 22). The one factor our original proposal did not consider was the strong community desire to retain publicly accessible open space such as a playground and park.

In response, we gave the City Council two purchase and sales agreements and said that we would sign either. One was for \$200,000 and was based on the original development plan. The other was for \$1 and included an innovative concept: a public park on the land upon which we had proposed duplexes. We would allow public access in perpetuity and maintain at our own expense. The price reduction was necessary because

even though we moved the other four units inside the building, the rentable square footage did not change. We wanted the City to decide whether the priority should be the purchase price or the park.

The park itself is working very well. It is designed to blend seamlessly into the project and provide a unique gradient of public, semiprivate, and private spaces from the public playground and open space to the private patio and resident community gardens and the building. The relative privacy of the space is signaled through visual cues such as a low unlocked gate as opposed to an actual barrier or off-putting signage. Park users and dog owners have been respectful of the park and have kept it largely clean, while we have maintained it to a high standard without assistance from the City.

The overall development has also been a neighborhood success. **This project created 22 housing units while preserving a community landmark and existing open space within walking distance of downtown.** The unit mix includes one single-bedroom, sixteen two-bedroom, and five three-bedroom units. The units were rented very quickly upon completion and provide a compelling value compared to the higher rents and smaller units found on the peninsula. In 2020, the units were marketed as condominiums, and most have now been sold.

Community Growth



Crescent Heights

DC developed Maine's first LEED Platinum multi-family building in 2010, called Crescent Heights. The City required Maine Medical Center to divest twelve residential properties it had acquired over the years as part of a contract zone for a major expansion. **DC saw a smart growth opportunity to provide housing for medical students near MMC.** However, this could not overtake the neighborhood and overwhelm its capacity to provide affordable rental housing and on-street parking. Crescent Heights, a 44-bed student housing facility, was the answer. Due to strong management skills and correct timing of a competitive bidding climate, the base bid for Crescent Heights delivered a LEED Platinum building at under \$130 per square foot of construction costs, including site work.

Crescent Heights was built primarily for MMC/Tufts medical students. MMC and Tufts gained a major new recruiting tool for their joint MD program, and the neighborhood breathed more easily, with less pressure on the housing market and the transportation system. The project also added over \$3 million to the City's tax base. While there was initial controversy over MMC's plans to expand, **DC's project met with positive consensus not only from the MMC decision-makers, but the West End, St. John, and Parkside neighborhoods as well.**



Developers Collaborative Additional Project Sampling

Project Name	Location	Type	Completion	#Units	SF
Brackett, Ellsworth, Hill Apartments	Portland	Market-rate	2009	7	
Gilman Place	Waterville	Affordable	2010	35	
Birch Hill Apartments	Lewiston	Affordable	2010	20	
Crescent Heights	Portland	Market-rate	2010	44	
Healy Terrace	Lewiston	Affordable	2011	32	
Emery School	Biddeford	Affordable	2012	24	
Hyacinth Place	Westbrook	Affordable	2013	37	
Nathan Clifford Residences	Portland	Market-rate	2014	22	
Osprey Circle	South Portland	Affordable	2014	48	
Webster Point	Orono	Market-rate	2014	14	
Mission Hill Phases I and II	Biddeford	Affordable	2015	50	
River Landing	Topsham	Affordable	2015	36	
St. Ignatius	Sanford	Affordable	2016	66	
Hodgkins School	Augusta	Affordable	2016	47	
Griffin Road Apartments	Scarborough	Market-rate	2016	36	
Plummer School	Falmouth	Affordable	2017	34	
Rosa True	Portland	Affordable	2017	10	
St. Dom's Family Housing	Portland	Affordable	2017	12	
Riverbrook Apartments	South Portland	Market-rate	2017	118	
Motherhouse	Portland	Affordable	2018	88	
Oriole Way	Ellsworth	Affordable	2018	50	
477 Minot Ave.	Auburn	Affordable	2019	36	
St. Francis Phase II	Waterville	Affordable	2019	18	
Summer St Workforce Housing	Gardiner	Affordable	2020	15	
Maple St. Housing	Augusta	Affordable	2020	29	
75 Wight St	Belfast	Affordable	2021	25	
Uplands Phase 1	Scarborough	Affordable	2021	39	
Stevens Square Condominiums	Portland	Market-rate	2021	20	
66 State St. Phase 1	Portland	Affordable	2021	38	
Reed School Phase 2	Portland	Market-rate	2021	8	
Preble Street Healing Arts Center	Portland	Affordable	2021		
Oriole Senior	Ellsworth	Affordable	2022	29	
Uplands Phase 2	Scarborough	Affordable	2022	39	
66 State Street Phase 2	Portland	Affordable	2022	30	
Androscoggin Valley Medical Arts Center	Livermore Falls	Commercial	2012		14,000
Lamb Block	Livermore Falls	Commercial	2012		11,000
135 Walton St.	Portland	Commercial	2015		56,000
34 Spring Hill Road	Saco	Commercial	2019		35,000
Reed School Phase 1	Portland	Commercial	2019		19,000
420 Cumberland Avenue	Portland	Commercial	2020		5,000
Stevens Square Community Center	Portland	Commercial	2021		50,000

Best-in-Class Partners

Developers Collaborative has partnered with some of the best local talent in the industry. Our design, construction, subcontractor, and consultant teams retain extensive experience in their respective disciplines. We have included Amistad and Thornton Tomasetti as our consultants throughout the project. Our design partners include Winton Scott Architects, Gorrill Palmer, and Aceto Landscape Architects. Additionally, the overall design and construction will be managed by Cianbro and supported by several key design-build subcontractors.

Our local partners are dedicated in providing a safe and welcoming environment for the City's homeless population. This team has worked together, and within the City on many initiatives. They understand the requirements necessary to navigate City approvals, permitting, site safety, and site logistics. Below we have highlighted several key projects our partners have completed in the City of Portland. In addition, ***we have developed an appendix (section four) to further highlight and demonstrate their collective experience.*** We are excited to assemble a team of this breadth and expertise to serve the City of Portland.



100 Fore Street



Unity Village Apartments



Oak Street Lofts



Pearl Place Apartments



Canopy Hotel



Libbytown Visioning

2. Project Approach

- a. Vision of Project Goals
- b. Design Approach
- c. Construction Approach
- d. Conceptual Plans
- e. Schedule Overview
- f. Preliminary Project Schedule



The Vision of Project Goals

What constitutes a successful public-private partnership?

Every successful public-private partnership must, by definition, achieve multiple goals. While the partnership comprises two stakeholders in the public and private sectors, additional groups must be represented and integrated into the process. Most importantly, there are City Officials and City Council as well as neighborhood groups, abutters, and other political stakeholders.

Political engagement in Portland is all-encompassing, yet diffuse, passionate, and thoughtful. A team that does not appreciate this reality and has experience navigating its complexities will not be successful. A private sector development team represents themselves along with contractors, designers, lenders, and investors. A transparent, local team ensures that the City knows who they are dealing with during the interview and selection phase as well as the design, construction, and operations.

The Basic Project Goal

How is it possible to have an organizing principle given the disparity of goals in a public-private partnership?

We feel it's helpful to step back and look at what absolutely must happen for the endeavor to be considered a success. While it is critically important to involve our prospective partner in this goal definition, some initial thoughts are below. Once defined and agreed upon, the basic project goal should be non-negotiable.

The City of Portland has decided that the homeless population deserves better than what is currently provided. Thus, one definition of the basic project goal is that the service center should **effectively house and serve the population** for whom it is intended. The center must be large enough and have the functionality necessary for the staff and volunteers to provide the intended services effectively.



It should be designed and constructed with the quality and technical considerations that constitute a state-of-the-art facility. Even more importantly, however, the design should recognize the basic dignity and humanity of its residents.

The facility must be efficiently designed and constructed to be affordable to build, lease, and operate. There will inevitably be some level of repetition and scale to realize particular efficiencies. However, it must also offer a human experience in the design, or the basic project goal will not be met. We imagine this facility, not as a “warehouse for the homeless out by the highway” or a “mega-shelter,” but rather our best foot forward as a community and an expression of our shared values. We propose to imbue this ethic into the entire design, construction process, and its long-term operations.

To achieve our mission, we must implement effective design elements that express these values. The shelter must represent our community values and provide a comfortable and safe location for its visitors. Regardless of the partnership type or project, the human element is a significant consideration. As the development team, we are not viewing this as a build-to-suit government building but as a facility for the long-term needs of an underserved segment of our community.

The facility needs to be warm and welcoming, safe and comfortable, and built-to-last for people who need shelter. While costs are certainly a factor, there are ways to create a cost-effective space and convey a quality of compassion and caring. Our team has tremendous experience working on affordable housing projects and has been involved in housing-first projects. We believe design elements of the interior and exterior of this center will significantly contribute to an environment in which a person in need can feel safe, respected, and valued.

We will facilitate this by including community stakeholders early and continuously. ***This means working with neighbors about the location's specific attributes; working with the City to learn exactly how services will be delivered; working with Amistad as a convener; and working with community groups with local expertise on homelessness.*** Given the history, we understand the associated challenges. We intend to help accelerate this long-awaited project to the next phase. While acknowledging the work that has brought the project to this juncture, we propose helping to lead a team forward to make a measurable positive impact.



An example of this team’s commitment to engaging a broad spectrum of stakeholders and industry specialists can be found in the inclusion of Amistad within the ranks of this project partnership. The causes of homelessness are multiple and complex. The work of identifying models of sheltering and services that demonstrably improve the likelihood that people experiencing homelessness will secure and maintain housing is challenging and ongoing.

Amistad has decades of experience providing a variety of services to those experiencing homelessness in Greater Portland. This experience includes robust engagement with the cross-section of stakeholders upon whom this partnership intends to lean upon throughout the process, including Amistad's direct, meaningful, and supportive involvement in the development of the Homeless Service Center concept, from the earliest discussions through to the present moment.

Their involvement included supporting an independent survey of a large number of people currently experiencing homelessness in the Portland area, which resulted in the availability of data that challenged specific arguments against the model that were being made by entities claiming to speak for the homeless. This proximity to the population and its promise of access to vital, first-hand feedback on the strengths and weaknesses of specific, proposed building and program design features renders Amistad's involvement particularly valuable. Our partnership will utilize Amistad's position within the community for access to broad stakeholder feedback as we identify and develop features that offer the community a best practice-informed Homeless Service Center that meets the complexities of the challenge with collaboration, innovation, experience, and expertise.

In addition to achieving the basic project goal, the facility must be delivered on time and budget. We have outlined some considerations for achieving this. We are very aware of the desire to move this project forward quickly and have made suggestions to potentially "fast-track" the development.

Design Approach

Our team's approach to the design process will be open and inclusive. We recognize that the City Council and the Department of Health & Human Services (HHS) have completed significant work defining the design and operational goals for the new facility. HHS has researched best practices, visiting similar facilities in the region, and reviewed successful approaches in communities across the country.

We intend to build upon this work by bringing together our local design, development, and construction expertise, with the knowledge of City staff and administrators as well as other community leaders who have been dedicated to helping support our homeless population. ***We view ourselves as facilitators, helping to organize and lead the process in collecting stakeholder goals and ideas and then finalizing design development, and proceeding to permitting and approvals.*** We anticipate opportunities to convene community involvement and an open discussion of ideas and goals that will further inform the work that has been done to date. This will ensure that the resulting facility fulfills its promise to better serve some of the most vulnerable members of our community with dignity, safety, and compassion.



In addition to the essential programmatic needs that the facility will support, this project will be one of the first to be constructed under the updated version of Portland's Green Design Code. We see this as an opportunity to create a building with meaningful, sustainable features that keep operating costs down and contribute to a clean environment, all while helping to meet long-term climate change goals. To that end, our design team includes a nationally recognized sustainability consultant that will help guide the process in achieving conformance with the new regulations.

We also recognize that every step in the design phase, including features, materials selections, and systems, will be implemented with cost-efficiency. This allows the design to align with the budget criteria that ultimately will drive the lease arrangement and ongoing operational costs. Therefore, the construction team will be an integral part of the design. They will determine the cost implications of design decisions in real-time and guide the team towards a financially feasible solution.

It is clear that the new Homeless Service Center is urgently needed, and time is of the essence to design and construct the facility as soon as possible. It is equally important that the building is well-conceived and the result of a rigorous design process that has considered the needs of the stakeholders and those that it seeks to serve. We will establish a well-defined design process with ample opportunity to hear all voices, build consensus, and make decisions promptly.

Our value is based on our past experience, our team approach, and our relationships within the community. We have been involved in designing, permitting, and constructing buildings in Portland for decades. We are confident in our ability to finalize a design reflective of our collaborative process. Our team of construction professionals will deliver the project on time and budget. We will build consensus, listen to the community on stakeholders' needs and desires to integrate into the project, and create a center that is warm, welcoming, safe, and built-to-last.

Site Design Considerations

With these goals in mind, we have engaged Nick Aceto from Aceto Landscape Architecture (ALA), whose site design concept for the project incorporates elements from research on other similar facilities around the country, such as The Bridge in Dallas, Texas (see more below). In order to achieve the desired design goals, ALA has incorporated thoughtful human-scale elements such as configuring the entry to extend a "welcome mat," leading guests of the shelter across a colorful, welcoming landscape that provides transitional, flexible space extending from the street to the facility. The idea is to scribe a more legible pedestrian connection between the bus stop and shelter entrance (a metaphor for connection to the broader cityscape). A potential 'open pavilion' concept and/or raised gardens introduce a sense of human-scale elements and opportunity for interaction with the landscape. The broad plaza near the building is envisioned to be durable, yet simple, utilizing inexpensive materials with painted or integrally colored bands that pick up on a consistent color palette weaving the landscape into Winton Scott Architects' proposed building.



We have developed conceptual plans starting on page 42 for your review.

The “loop” around the building will be designed for efficiency both for vehicles and pedestrians and integrate into the entryway and outdoor pavilion area, which links to an outdoor service area. The western flank of the site continues the same language with colored paving, providing an organizational framework for a series of interspersed raised planters and benches. A small lawn surrounds a simple concrete patio space for small gatherings, musical performances, and a safe outdoor space to rest and eat. We anticipate the tree plantings to be minimal with vegetated buffers as appropriate, particularly with adjacent properties. The planting palette could be a reclamation approach with native seed mix and minimal formal planting besides shade and evergreen trees in key locations for shade and buffering.



Incorporating easy-to-maintain yet practical outdoor spaces will be a critical element for the overall project. The lawn area is anticipated to have a slight slope to be comfortable for outdoor sitting. The future development labeled as ‘great meadow’ on the concept plan would also be slightly sloped and planted with grass for easy maintenance, but also to serve as a useful outdoor space.

We also have several ideas to discuss as we move into more detailed design development. While inappropriate to propose before vetting with our municipal partner, we feel they could add purpose and interest to the site and make it a more vibrant place. In particular, we think raised garden beds and an outdoor pavilion are worth a discussion.

Raised garden beds would provide an outdoor activity with a tangible outcome, as food raised could be served meals at the facility. Growing food is a healthy activity providing a tangible sense of pride and achievement. The concerns over possible contaminants in the soil and the site’s long industrial history, however, probably preclude growing directly in the existing soil. Raised beds are still a way to grow edible crops. They are also more age-inclusive, especially if the bed wall is wide enough to allow sitting while gardening.

An outdoor pavilion is an idea that has been used successfully in other settings, such as The Bridge in Dallas, Texas. In this setting, admittedly a warmer location, outdoor space is used in much the same manner as indoor space, in response to the truth that often the homeless population feels more comfortable in less enclosed spaces, even sleeping outdoors.



Initial Building Design Considerations

We recognize the importance of the design process in shaping the facility's final design. However, we also included concept images of the facility and layout to provoke conversation and illustrate some of the thinking we bring to the table as a team. We see the need for this facility to recognize that many people seeking shelter and services have likely experienced significant trauma in their lives and need an environment that mitigates trauma-response behavior and promotes feelings of security, dignity, and safety.

The large site allows for opportunities to create purposeful connections to nature and bring indoor and outdoor spaces together. Inside the building, guiding characteristics include:

- ▶ *Clear sightlines*
- ▶ *High ceilings*
- ▶ *Natural light*
- ▶ *Minimal barriers*
- ▶ *Space that is easy to navigate*
- ▶ *Efforts to reduce perceived crowdedness*
- ▶ *Accessibility*
- ▶ *Designated areas that provide a sense of privacy*
- ▶ *Limited visual complexity*
- ▶ *Visual symmetry*

The building entrance illustrates the intent of the building to be immediately welcoming with clear entrance points for both the Service Center and the onsite health clinic. A large covered porch area provides immediate shelter with places to sit and presents a simple visual element that can be recognized from a distance as one progresses from the street to the front door.

The central arrival and gathering space aspire to illustrate many of the above features. A centrally located entry into a balanced and symmetrical space. A large central skylight and clerestory windows flood the space with natural light that supports a planted living wall element and potted trees. A palate of warm neutral materials balanced by a few colorful elements provides visual calmness, and ample seating provides a sense of welcoming. The space is analogous to the town square, which are clear connections to the day room/cafeteria, sleeping quarters, health clinic, social services, laundry, lockers, etc. The space is the heart of the facility that orients the building's occupants, so they always know where they are and how to get to other parts of the building.

These are just some of the early design concepts our team has begun to orchestrate, and we look forward to more stakeholder involvement in creating the final product.

Construction Approach

Cianbro, being a Lean organization, promotes a Lean culture of continuous improvement aimed at creating more value for the customer while identifying and eliminating project waste. The management philosophy is based on a cooperative approach focused on a common goal: what is best for the project's success is best for the individual team members' success. The project is divided into construction phases, a group of activities, and subcontractors that are interrelated in the completion of a specific segment of the building. Prior to the start of each phase, the Cianbro team, with the input of the project's subject matter experts (designers, subcontractors, material suppliers, equipment suppliers, and end-users), will create a flow of work that ensure the most efficient use of the subcontractors' resources to meet the project goals. The collaborative nature of these meetings instills in the subcontractors a sense of ownership and commitment to the activities' durations, ultimately creating a more reliable workflow.

Site Logistics

The team is prepared to manage the unique challenges presented by the Homeless Service Center site. Perimeter fencing and barricades will be used to create a safe passage for citizens utilizing the Portland Trails network to the Presumpscot River. The construction site will be fully enclosed with fencing and signage to protect the residents from the construction activities. The Cianbro team will develop and maintain an erosion and sediment control program to ensure that the disturbed soils remain onsite and protect against soil infiltration into the Presumpscot River. Construction traffic to the site's entrances will be monitored and controlled to ensure the safe passage of pedestrians and local traffic.

Site Work and Foundations

The Phase II Environmental Site Assessment (ESA) soil borings and monitor wells tests suggest that contamination of existing soils and groundwater does not present a risk to the workers during construction or to individuals of the proposed use of the property. However, it may exceed the Maine legal limits of reuse for other purposes if shipped off-site. Cianbro will develop and maintain a soil management plan to identify contaminants in the soil, the degree of contamination, and the process for handling contaminated soils if they are encountered. By working closely with the site designers and the site subcontractor, the team will work to reuse the site soil, mitigating the amount of soil required to ship off-site and reducing the cost of disposal of the soil.

The Phase II ESA subsurface findings also reveal the building site is generally underlain by uncontrolled fill containing construction debris unsuitable for direct support of spread footing foundations and slab-on-grade construction. We will support the building's foundation by utilizing ground improved with aggregate piers penetrating the uncontrolled fill and terminating the relatively stiff upper crust of the silty clay beneath the fill. The aggregate piers will support conventional footings, foundations, and a concrete slab.

Structure and Envelope

The Murox building system consists of prefabricated insulated steel wall panels. The panels are load-bearing, eliminating columns around the building perimeter and interior vertical bracing, which increases the flexibility of the space. The system includes fabricated structural steel, joists, roof decking, and exterior doors and windows. The prefabricated nature of the Murox systems reduces onsite construction time while offering an outer skin that surpasses the longevity of a tension fabric structure.

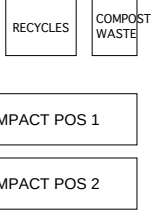
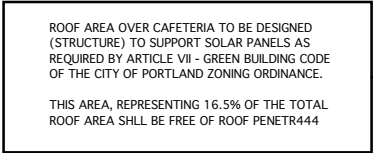
Although tension fabric structures can offer a clean appearance and fast construction, we found the current layout, for a northern environment, poses many problems, particularly during winter snow build-ups. The areas between the cafeteria, offices, and adjacent dormitories pose as dead-end corridors with sloped roofs pitching inward, creating a drainage issue between the structures. As currently laid out, snow coming off adjacent roofs will build between the structures, requiring removal. Removal of snow adjacent to a fabric structure will need to be handled very carefully to avoid damage to the structures. With our proposed Murox system, we have consolidated the facility as a whole, eliminating the separation between building components, thus taking advantage of more efficient heating/cooling and security issues. Drainage is handled conventionally at the perimeter of the building, along with internal drainage on the roof. This flat roof design prevents dangerous snow slides, as is the case with most sloped roof structures. The Murox structure offers a hard shell, more resilient to damage from maintenance equipment. We feel that a more durable and less maintenance-intensive solution is better for this particular climate and application, will lead to lower life-cycle costs for the facility, and will provide a better building for the future, when the city acquires it.

Interior Rough-In & Finishes

With the completion of the building envelope, the trades' concentration transitions to the building's interior. Features on the building's interior are designed to offer a durable, low-maintenance solution that enhances the usefulness of the spaces. Concrete masonry walls serve as an indestructible surface in the shower rooms, while impact-resistant wallboard creates a durable surface throughout the rest of the building. Polished concrete floors produce a long-lasting finish throughout the common areas, and welded seam vinyl sheet flooring creates an easy to clean hygienic surface for the day rooms. At the same time, carpeting is utilized in the office areas. Sound batt insulation maintains privacy in the offices, small group areas, and exam rooms.

During the rough-in and finish phases of construction, more than 20 trades will be competing for real estate in the building for material laydown, equipment space, and work area to complete their individual tasks. Tight coordination between trades is required when concurrently scheduling tasks such as floor finishes, ceiling painting, and millwork installation. Maintaining a reliable workflow during these phases of construction is crucial to complete the project successfully. Cianbro's collaborative phase planning approach effortlessly creates a workflow that diminishes conflict and confusion between the trades, allowing for a safe, organized approach to successfully complete the project on budget and on time while maintaining high standards of quality.









SHELTER

RIVERSIDE STREET

- 01. BUS SHELTER
- 02. ACCESS DRIVE
- 03. 'THE WELCOME MAT' (PAVED WALKWAY)
- 04. POTENTIAL OPEN-AIR 'SLEEP PAVILION'
- 05. GUEST/STAFF PARKING
- 06. STAFF PAVILION
- 07. EXISTING COMM. TOWER
- 08. ENTRY PLAZA
- 09. SECURED YARD, GREAT LAWN
- 10. POTENTIAL SECURED EATING/SLEEP PAVILION
- 11. RAISED GARDENS AND BENCHES
- 12. OPEN TERRACE
- 13. BUFFER PLANTING
- 14. STAGE
- 15. READING TREE
- 16. GREAT MEADOW (FUTURE TRANSITIONAL HOUSING)
- 17. PERIMETER EXERCISE TRACK
- 18. PORTLAND TRAILS TRAILHEAD
- 19. SERVICE AND LOADING AREA





Schedule Overview

Preconstruction

There are considerations that we could offer to compress the amount of time needed to construct and open the facility. Due to the fundamental principle that risk must align with control, most development teams would be most comfortable



with a linear approach. By way of example, in a private development project, one would be ill-advised to do detailed and expensive design work without having site control of the property. In this instance, a development team may be reluctant to commit a large amount of time and resources without being assured of the project.

However, with a thorough understanding of the nature of risk and control, it is often possible in a public-private partnership to compress the schedule by breaking the project into different components and allocating risk and control fairly and appropriately. Typically, the pre-development phase of the project might be conceptualized as follows:

- | | |
|---|---|
| 1. <i>Read RFQ responses.</i> | 6. <i>Continue with design, along with periodic cost estimates that inform lease/financial discussions.</i> |
| 2. <i>Select the first choice development team.</i> | 7. <i>After site plan approval, sign the lease and proceed to permitting and construction.</i> |
| 3. <i>Negotiate with the team.</i> | |
| 4. <i>Select team with Council vote and public input.</i> | |
| 5. <i>Proceed to the design phase and planning board.</i> | |

There are many inefficiencies in this approach that all flow from the fact that the development team is on one side of the table, the City on the other, and they only come together at the final step when there is a true contractual relationship. If selected, we propose a concept along the following lines (step 2 above):

- | | |
|--|---|
| 1. <i>Negotiate a limited pre-development consulting agreement with the developer.</i> | <i>to proceed, the developer is compensated for the limited work to date, and both parties separate.</i> |
| 2. <i>Immediately proceed to concept site and building design to submitting a Planning Board application as soon as possible—perhaps well before final terms are finalized with the developer.</i> | 5. <i>Based on seasonality and the City's appetite for risk and public consensus, consider starting ground preparation work before final approvals.</i> |
| 3. <i>City to apply as an applicant to Planning Board with the developer as a co-applicant.</i> | 6. <i>Finish design and permitting and sign the lease, as above.</i> |
| 4. <i>During the Planning Board process, hold a council vote on the choice of developer. If the Council does not choose</i> | 7. <i>Consider applying for a foundation permit before a full building permit.</i> |
| | 8. <i>Proceed to the remainder of construction, as above.</i> |

Taking the opportunity to move linear tasks to a parallel track when possible enables considerable time to be removed from the schedule. Most project delays are not created by construction period overruns but rather at the beginning of the schedule when it seems like there is plenty of time. In the given scenario, where the goal is a safe place for our most vulnerable citizens, we do not have the luxury of delivering the project one day more than is necessary.

The Pre-Development Consulting Agreement

A master lease, joint development agreement, or similar instrument will ultimately document the official relationship with the City and the developer. These instruments are by nature complicated and take time to negotiate. Even when negotiations are very collaborative, the level of detail required in the documents is only evident after a significant amount of the process is complete. Typically, the developer will not have certainty of execution until late in the process, creating an impulse to slow-track the project until more unknowns become known and all parties are comfortable proceeding.

Developers Collaborative (DC) believes in the opposite approach. We have a long track record of stepping into the unknown and committing full-time with energy. We will commit resources to a project even before a final commitment—a strategy made possible by negotiating letters of intent or interim pre-development consulting agreements with our partners. This approach helps us fast-track the project and gives both parties the chance to work together on a trial basis while still moving the project forward.

There are many types of these agreements, but in essence, they are of limited scope and risk for both parties. Many times our partners are investigating a concept and unsure how to proceed and with whom. In these instances, we will perform the feasibility work for a fixed fee and only move to a higher level of engagement if asked.

For this project, much of the feasibility work has been completed, and there is a pre-determined site that has already been acquired. However, there are still many unknown elements that must be vetted out, such as:

- ▶ *What does the final building design look like?*
- ▶ *Can the City afford the lease rate it will take to build the desired facility?*
- ▶ *Can enough consensus among stakeholders be reached to move forward?*

We propose a permitting and pre-development scope that appoints us as the City's authorized agent to seek Planning Board approval for the new facility. As the authorized agent, we will advance the project through the public process, work with the design and construction team, and incorporate constituent stakeholder input along the way to vet out the basic program. We would establish a limited budget to be paid to third parties (civil and environmental engineers, architects, landscape architects, green design consultants, and cost estimation, among others). For example, the Planning Board application would require

civil engineering at least at 75% level of completion. In comparison, architecture need not be more than perhaps 20%. These costs would be initially be paid upfront by the developer. After permitting, the relationship may take one of two basic tracks:

- 1. The parties decide to work together. Upon signing a firm commitment, these costs become the final responsibility of the developer and are incorporated into the project. The developer is not paid a separate fee for pre-development consulting.**
- 2. The parties decide not to work together. If this occurs, the City reimburses the developer for the third-party costs according to the mutually approved pre-development budget and a fee to be negotiated for the developer's consulting work to date. All the work completed is transferred to the City, and they become the owner of the documents.**

As noted, we prefer this suggested process for fast-tracking projects, developing a relationship with our partners and creating a well-informed development approach for all parties. As a result of this proposed process, the development projects we have led are characterized by being built on a rock-solid foundation while being fast-tracked.

Construction

The attached schedule is a living document consisting of the sequenced activities required to complete the project. The schedule was developed with the most current knowledge of the project's construction requirements, the City of Portland's permitting process, and the current availability of materials and labor resources. All of these factors were considered to ensure the creation of the realistic sequencing and duration of activities. This schedule sets a baseline for activity durations and sequencing that, with the collaborative effort of all of the project stakeholders, will be utilized as a tool to refine the project's completion date.



While the schedule is composed of numerous tasks that define and organize the project scope, the team's optimization of the schedule will focus on the critical path (identified as red bars in the schedule), the sequence of activities that represents the longest path through the project, and the only tasks that pose the ability to change the completion date of the project. Activities related to the critical path will change as the schedule is enhanced, and the project team will monitor the critical path throughout the life of the project. Focusing on compressing the duration of the critical path activities, as opposed to pushing the completion date of all the activities, is a surgical approach to shortening the project's overall duration while controlling costs, preserving quality, and maintaining the highest standards of safety.

The project team has identified that the timeline from July 2021 to early February 2022 is a critical duration period with multiple tasks that need to be reduced as much as possible. This period is between the pre-application meeting with the City (projected as 07/13/21) and the start of the concrete foundation work (02/02/22). Placing concrete foundations and slabs

through the winter months creates the additional cost of controlling winter conditions (frost and snow). The team's efforts will be focused on minimizing the duration of the permitting activities as well as the feasibility of obtaining early city approval to proceed with the ground improvements creating an earlier start date for the foundations, reducing the duration of winter conditions and shortening the project's overall completion date.

Following our Lean principles, the construction activities in the schedule have been divided into phases, a group of activities, and subcontractors that are interrelated in the completion of a specific segment of the building. Phase meetings are held before starting specific segments of work with all the subject matter experts to collaboratively identify activity constraints while refining and optimizing the sequences and durations to ensure the earliest start of the following phases. This process develops a more reliable workflow by obtaining the subcontractors' buy-in and accountability to the schedule.

- ▶ ***The City of Portland's permitting process – work together to shorten the permitting time and/or early release of foundation plans***
- ▶ ***Current availability of materials - early release packages***
- ▶ ***Labor resources – Cianbro's subcontractor pool - 70 years, subcontractor loyalty, commitment to their subcontractors***
- ▶ ***Neighbor communication***

The preconstruction team will work diligently with the City of Portland to work through the required programming to achieve the permitting phase in July. Upon submission of the permit, design will continue where we will develop documents that can be issued for construction at the end of August. This will allow the construction team to procure the remaining trades partners, materials, coordinate all mechanical/electrical/plumbing through our Building Information Modeling (BIM) and plan for construction before the permitting process is complete.

Site mobilization will occur in December of 2021 to prepare for the needed ground improvements below the foundations of the building. Construction would commence going vertical with foundations in late February, and while we are waiting for the building steel and envelope from our partner Murox, we will install all under-slab utilities through March. The structure will be completed along with the slab-on-grade in June of 2022, leaving us the interior rough-ins and finishes that will take place from March to Thanksgiving. The site and site landscaping will be complete in the summer of 2022. This will leave enough time for the City of Portland to occupy the building before the winter of 2022-2023.

[illegible]

[illegible]

[illegible]

3. Cost Arrangement

- a. Cost Arrangement
- b. Proposed Terms
- c. Basis of Estimate & Budget
- d. Signature Form

Cost Arrangement to Support the Project

Creativity & Flexibility

We understand that, although we will be the developer and landlord, this is a project for the benefit of the City of Portland as opposed to a private real estate development. We have kept this consideration in mind as we have applied our creativity to come up with some potential structures for conversation. While we may not lay out the exact final version, we do trust and expect that our willingness to negotiate, be creative, and give up deal points for the public goodwill shine through. In partnering with Developers Collaborative, the City of Portland will find that we will work harder and be more creative than anyone in tailoring a financial arrangement and solution matching this project's set of goals. Our company will be engaged, flexible and proactive in responding to the City's needs, and we will be responsive and decisive in negotiating agreements. We are accustomed to creating one-off development structures and hearing our partners say, "I have never seen anything quite like this."

Initial Development Terms

In another section of this proposal, we discussed the Predevelopment Consulting Agreement (PCA) as a way to move the project forward before all factors are known. This approach is also a great way to show off our open-book, financially transparent approach, and build trust right away with a comparatively low level of mutual risk. While we are working under the PCA, we will develop the program alongside the City and additional cost estimates for the project. All subcontractor bids and third-party costs are always available to the City for verification. We will propose a fixed return on total project costs for the lease rate. This protects both tenant (against a windfall profit by the developer) and the landlord (against unbudgeted program changes and time delays by the public process). We are proposing an annual lease rate of 7.6% of total development costs (TDC). We feel this number strikes a fair balance between the requirements of the lender, City, and developer. For the lender, there will need to be appropriate debt service coverage (DSCR), loan-to-cost (LTC), and loan-to-value (LTV) ratios to finance the project. For the developer, there should be a lease rate that respects the time, work, and risk put into the project. For the City, there should not be a windfall profit because a developer takes advantage of the City's desire not to bond for a large building.

Operating Considerations

Ground Lease and Initial Lease Term

We propose an initial 50-year ground lease term from City to the developer with a 25-year NNN leaseback for the facility. Significantly, we would propose no escalator in the rent for 10 years. Escalators are commonplace in commercial real estate and are a source of great profit to owners, whose debt terms are typically fixed for 10 years. Here, we plan to fix the rate, so we propose to pass those savings on to the City.

NNN Structure

In this lease type, the tenant pays for base rent plus all of the operating expenses associated with the property. We are proposing this lease structure since the City will be intimately involved in all aspects of running the facility, and the landlord will not control the expenses first-hand. Furthermore, the City may want the flexibility of self-performing any number of functions. Thus, in our NNN estimates, found below, we tried to only account for those items to be paid to third parties. We have also eliminated a discussion of utility costs at this time, as we need further direction on the design goals of the facility while noting that there is typically a tradeoff between upfront capital expense and life-cycle operating costs. An additional note about capital costs is worth mentioning here. Typically, in NNN lease structures, the roof and structure capital replacements may be the landlord's responsibility. The landlord is presumably maintaining its equity by keeping up the building's capital components over time. In this case, the City will retain ownership of the land, and the expectation is that the City will own the building over time. The landlord is giving up future upside or a sale of the facility to a third party. Thus, it makes sense for the City to be responsible for the costs associated with maintaining the building during their occupancy and contributing towards a capital reserve account for when the City owns the building. All applicable warranties associated with new construction shall be in place upon rent commencement.

TIF

One example of our creativity is a discussion we might have around tax increment financing (TIF). While we have not modeled this in our numbers, we think the City should TIF this parcel today for its own benefit and cost savings. The reason is straightforward. Today, the taxable original assessed value (OAV) is zero. Any improvements by a private party will lead to a large taxable increase (IAV). In this proposal, where the City is the single-tenant and responsible for the cost of real estate taxes under the NNN structure, the taxes, whatever they are, are a pass-through from the landlord's perspective. A TIF will, of course, shield this IAV from increased county taxes, decreased state aid to education, and decreased municipal revenue sharing that would otherwise be a very significant loss of revenue, perhaps in the neighborhood of 50%. With a conservative property tax estimate approaching \$250,000, this would be an annual savings to the City of \$125,000. The TIF payment could be used for debt service on the facility, as specified in the development program, and used as a credit in the NNN lease payment calculation. As described in this scenario, the City, not the developer, realizes the benefit in annual cost savings.

Purchase Options

In this effort, we do not intend to create an asset to hold forever or one that we can advertise on the open market as a "stable government long-term lease" and then sell to the highest bidder. We intend to be a development partner and a steward of the facility during the lease term and collect a fair return while we own the property. We are under no illusions that this project is for our long-term benefit. The long-term benefit of this project is for the City and the community it serves. Thus, we have proposed several purchase options according to a formula that gives the upside to the City, as opposed to the developer.

The first purchase option would be active starting in year 20 through the end of year 25 of the initial 25-year lease term. Thus, we have some predictability that we will have some ownership for a number of years but ultimately want the City to have

control of its destiny on the building. The City would give notice of intent to purchase according to a formula. The formula is key to this creative proposed structure due to the value created for the City.

The formula would be the original TDC less the amortized pay-down amounts under any loans. Thus, the purchase price drops over time. Additionally, we would agree not to re-leverage (borrow more money) against the asset at any time, as is a typical practice for commercial developers/owners. This will protect the City from an artificially high purchase price. By way of illustration, if we have a 25-year amortization schedule on the debt and a 75% loan-to-cost mortgage, the price will only be the remaining 25% equity used to build the building, if purchased at the end of year 25. Meanwhile, the facility has been kept up, invested in, and still has many years of useful life, but is available to the City at a depreciated price.

Refinance events occur at year 10, typically, and are asymmetrical with the amortization term. However, we will agree not to refinance for more than the then-outstanding loan amount, assuring that the purchase price will continue to drop over time until it eventually bottoms out to only the initial equity investment when all the debt is repaid.

If the City does not exercise this first purchase option, we would offer a second purchase option that would kick in at year 10 of a renewed lease term (overall year 35 of the partnership). This would be according to the same formula. If the City renews its lease at the end of year 25 but chooses not to exercise this second purchase option, then the developer would own the building for the full 50 years of the ground lease, at which time all ownership reverts to the City. The only way the land would ever become the property of the landlord would be if the City did not exercise its first purchase option and chooses not to renew its lease after 25 years. If this happens, the landlord will be left with a single-purpose building that will be hard to redevelop for an alternate use and would need the title to the land in order to re-tenant the property.

Obviously, this outline is not the only possible scenario, and we are willing to entertain any and all discussions. We feel the bottom line is:

- The facility development costs will cost what it will cost, given the ultimate program requested and the market at the time of commitment.
- A standard commercial financing assumption allows a fair calculation of rent that protects both the City and developer.
- The City should realize the equity (upside) in the building. The developer is a temporary (if somewhat long-term) intermediary that helps the City build the facility and address the homelessness issue in a cost-effective way, rather than a profiteer that takes advantage of a situation.

We welcome the opportunity to further these conversations and arrive at a creative and well-balanced lease structure with purchase options meeting both parties' needs.

Proposed Term Sheet

Development of Homeless Service Center, Portland, ME

This proposal sets forth the terms of a build-to-suit for the City of Portland's Homeless Service Center located at 654 Riverside Street in Portland, Maine.

Real Estate Development and Lease Terms

Property Address	654 Riverside Street, Portland, Maine
Tenant	City of Portland
Developer/Landlord	Developers Collaborative (Project entity owner to be created upon award of the project).
Premises	Approximately ~ 50,000 +/- SF facility as described in the attached proposal. Developer/landlord shall be responsible for all permits, approvals, land improvements, and building improvements described in the proposal.
Lease Start Date	Lease start date and rent commencement date to be upon substantial completion of landlord's work.
Lease Term	A base lease term of 25 years. Additional City option to renew for an additional 25 years with 15 months notice to the landlord.
Lease Type	NNN lease structure with tenant responsible for all operating expenses for this property, including, but not limited to, real estate taxes, insurance, building maintenance, management, replacement reserves for capital costs based on the useful life of improvements, electricity, stormwater, water, and sewer, grounds maintenance, janitorial, etc. New construction warranties to be in place post-construction for the benefit of the landlord and tenant.
Land Ownership	The landlord anticipates entering into a long-term ground Lease with the City of Portland for the land parcel contemplated in the agreement at the cost of \$1.00. If the tenant does not exercise its option to renew or exercise its first purchase option, then the ownership in the land transitions to the landlord for \$1.00 at least six (6) months prior to the end of the base term. If the City does exercise its option to renew, at the end of the renewal term (50 total years), all improvements become the property of the City.
Landlord's Work	The landlord will work closely with the tenant to design, develop, construct, and furnish a modern Homeless Service Center. The estimated cost of landlord's work is included in the TDC analysis and description of work included herein.

Lease Rate	The initial lease rate will be determined based on a total project return of 7.6%. Based on our current TDC of \$19,226,335, the NNN lease rate would be \$1,470,000/year. This initial lease rate would be fixed for the first ten years of lease payments with <u>no escalator</u>. In year 11, the annual lease payment would increase by a one-time cumulative CPI escalator and then an annual CPI escalation, with a floor of 2% and a ceiling of 3% through lease expiration.
Purchase Options	<u>First Purchase Option during the Initial Lease Term:</u> The tenant shall have an option to purchase the property at any time between twenty (20) years and twenty-five (25) years from the landlord, upon at least eighteen (18) months prior written notice (the "first purchase option"). The purchase price shall be based on the original TDC, less the amount of principal paid down on debt during the lease period. The Landlord intends to target a 75% first mortgage (of TDC) with a 25-year amortization and a ten-year fixed-rate term. Thus, if the rate and terms were fixed during the entire 25-year period, the purchase price would be 25% of the original TDC at year 25 (setting aside interest rate risk at refinancing). Additionally, landlord will agree not to re-leverage the property during this period. Thus, the property's purchase price goes down over time and does not go back up. Only re-financings that do not increase the principal amount of the debt are permitted, meaning eventually the price of the building will only be the initial equity invested once all debt is amortized. <u>Second Purchase Option in the event Tenant exercises its Option to Renew its Lease:</u> Tenant shall have an option at the end of ten additional (10) years to purchase the property according to the same formula by providing at least 18 months prior written notice (the "Second Purchase Option").
Security Deposit	Not required by developer/landlord.
Additional Terms	Additional terms and conditions for the lease to be determined and mutually agreed upon between the parties.

Annual Operating Expenses - Budget Estimate
Homeless Service Center • April 27, 2021



Common Area Maintenance		
	Cost Estimate	Notes
Cleaning		
Window Washing	\$ 1,200.00	Estimated expense.
Waste Removal	\$ 12,000.00	Variable based on waste production and recycling.
Repairs and Maintenance		
R&M Payroll	\$ 7,200.00	Estimate based on commercial building management.
HVAC - Contract	\$ 5,000.00	Estimate based on commercial building management.
HVAC - Repairs	\$ 2,500.00	Estimate based on commercial building management.
Plumbing Repairs	\$ 2,500.00	Estimate based on commercial building management.
Electrical - Repairs	\$ 2,000.00	Estimate based on commercial building management.
Electrical - Supplies	\$ 1,200.00	Estimate based on commercial building management.
Roof Repairs & Maintenance	\$ 1,200.00	Estimate based on commercial building management.
Locks & Keys	\$ 250.00	Estimate based on commercial building management.
Pest Control	\$ 2,400.00	Estimate based on commercial building management.
R & M - General Supplies		
Grounds Maintenance		
Landscaping	\$ 15,000.00	Estimate. Possible for City to Self-Perform.
Snow Removal	\$ 20,000.00	Estimate. Possible for City to Self-Perform.
Parking Lot R & M	\$ 5,000.00	Estimate. Possible for City to Self-Perform,
Grounds - Other	\$ 5,000.00	Estimate. Possible for City to Self-Perform.
Security and Life Safety		
Life Safety - Contract	\$ 8,000.00	estimate based on commercial property management.
Life Safety - Repairs	\$ 2,000.00	estimate based on commercial property management.
Fire Sprinkler	\$ 1,200.00	estimate based on commercial property management.
Additional Security	To be determined based on need	
Property Administrative		
Management Fees	Day-to-day property management by City	
Asset Management Fee (1%)	\$ 14,700.00	Fee to be charged by Landlord for administrative expense (1% of base rent).
CAM Estimate:	\$ 108,350.00	
Insurance		
Property Insurance	\$ 24,000.00	Insurance costs are extremely variable based on specific usage.
		Assumes additional insurance for the operator. This is building coverage and gen liab.
Real Estate		
Real Estate Taxes	\$ 232,100.00	Estimate based on \$200/sf psf valuation and \$23.31 mil rate. Recommend TIF.
Storm Water Assessment	\$ 7,776.00	Estimate based on 115,000 SF impervious and \$6.75/mo for 1200 SF of impervious.
Total RE Tax and Stormwater Estimate:		
Estimated Operating Expenses*:	\$ 372,226.00	

* Excluded items listed above and estimates are not deemed to be actual costs. Actual costs to be determined once building is occupied.

Costs to vary based on how the City decides to administer the property management of the facility. Also, some services may be self-performed by City

Costs of utilities for HVAC, electricity and water and sewer to be paid by the City based on usage.

Costs of cleaning to be determined based on scope of services

Basis of Proposal

We have developed our budget based on parameters outlined in the City of Portland RFP #21041, dated February 25, 2021, along with Addendum No. 1, dated March 2, 2021. We have utilized the RFP for specific building parameters and have chosen to provide a more substantial, hard-walled structure, which can sustain the high traffic expected in this facility. Per the drawings and descriptions provided, we have demonstrated conformance with the current goals. Our approach also recognizes the City of Portland Green Initiative standards now implemented, and we will elaborate on conformance through the following description of these clarifications.

Scope of Work Clarification

A. Design (Structural and MEP's)

1. We have included:
 - a. Design for structural steel, exterior prefabricated bearing wall panels, roof joists, and decking.
 - b. Fire Protection Systems
 - c. Plumbing Systems
 - d. Mechanical and HVAC Systems
 - e. Electrical Power, Lighting Systems and Fire Alarm Systems (With limited Security and Communications)

B. General Conditions and Requirements

1. We recognize necessary management staff during design and preconstruction.
2. Management staff during construction.
3. On-site temporary offices for management staff.
4. Temporary facilities for toilets, power, debris disposal, and required work to manage project construction.
5. City of Portland Building Permit.

C. Special Inspections and Material Testing

1. Special inspection costs for soils, steel, and concrete inspections.
2. Material testing of soil, concrete, steel, and masonry work.

D. Concrete Foundations

1. Concrete building foundations for the perimeter frost walls and footings.
2. Concrete footings for the interior columns.
3. Slab-on-grade, with thickened areas for CMU walls.
4. Perimeter door stoops and landings at the main entrance canopy.
5. All associated sidewalks.

6. Interior equipment and maintenance pads.
7. Exterior equipment pads.
8. Exterior pads for various site amendment buildings.

E. Masonry

1. We have included 6" CMU at all toilet/shower wet and perimeter walls to provide durability and ease of maintenance.
2. CMU walls in the central foyer area separating adjoining office spaces, dormitories, and offices providing fire separation as well as a substantial sound barrier. CMU walls will also provide a durable surface for these high-traffic areas.
3. CMU walls at separation headboards between beds for durability and strength.
4. Metal stud framed walls with GWB in the office areas.
5. Metal stud framed wall with Impact Resistant GWB at high traffic areas and dormitories.

F. Metals (Structural Steel)

1. Our building system includes a pre-fabricated, bearing wall system creating exterior walls with interior, exterior, and insulation value to meet the higher green energy standards. The prefabricated wall provides bearing at the exterior walls, eliminating the need for columns and the costly footings to accommodate them. A simple frost wall system can be utilized for the foundation.
2. The interior columns are topped with structural open web trusses and joists to form the flat, internally drained roof.
3. Metal roof deck tops the open web joists to provide a surface for the roof.
4. The structure includes loading for rooftop-mounted equipment and 30% of roof space for future PV Solar Panels
5. The prefabricated wall panels will be fabricated off-site and be delivered to the project in 10' widths, the full height of the exterior wall. This penalization expedites the erection of the building shell since the panels are pre-finished with an exterior metal siding and pre-insulated.
 - a. The interior of the panels at the exterior walls of the dormitories and cafeteria will be finished in a pre-painted factory-installed siding to provide a durable wall system at these locations.
 - b. Walls at the offices will be prefabricated with sheathing on the exterior to allow for the installation of the air and vapor barrier, insulation, and a brick veneer at the office and front entrance locations.
 - c. The walls also provide an air and vapor barrier within the system.
6. This system provides a substantial structure with durable pre-finished finishes that will be durable and long-lasting.
7. Stairs for the mezzanine locations at the observation platforms on the dormitories.
8. A ladder to access the roof hatch.
9. Misc. metals to provide and support necessary roof openings for roof air handling equipment.

G. Carpentry

1. Necessary wood blocking in walls and roof representative of this type of building.

H. Thermal and Moisture Protection

1. Dampproofing at perimeter foundation walls.
2. The roof will be 6" insulation with an EPDM membrane.
3. Air and vapor barrier at the exterior brick walls.
4. Fire stopping.
5. Joint sealing.

I. Doors and Openings

1. Hollow metal frames and pre-finished wood or primed metal doors.
2. Door hardware, with continuous hinges.
3. Coiling grill for kitchen/server area.
4. Aluminum storefront and doors at exterior locations of entrances and cafeteria yard access.
5. 35 card readers, door position switches, 200 credentials, PoE switch, and intercom tie-ins.
6. Windows will be aluminum framed with Low E ½ insulated glass and will be part of the pre-fabricated wall panel system, being delivered to the site within the pre-fabricated panels.
7. Skylight at the main lobby area.
8. Necessary glazing for doors.

J. Finishes

1. Light Gauge Metal Framing and GWB assemblies at the office area and strategic locations in the lobby group rooms and dormitory office areas.
2. Impact-resistant drywall at all areas other than the office walls.
3. Gypsum Wall Board suspended ceilings at the central lobby, toilet and shower areas, and the underside of the mezzanines at the dormitory offices.
4. Mezzanine floors at the dormitory observation platforms will be LGMF with plywood floors and GEB Ceilings at the underside.
5. Ceramic tile walls and floors at the single-use toilet rooms and office area toilet room locations.
6. Sheet vinyl on the kitchen floor with a vinyl base.
7. LVT at mezzanine observation platforms.
8. Tile carpeting at office locations.
9. Polished concrete at the lobby, cafeteria, dormitories toilet cores with a dye to provide a very durable maintenance friendly floor system.
10. Open ceiling spaces to exposed structures have been anticipated at the dormitories, foyer space, and cafeteria (all exposed structure, ductwork, piping, and conduit will be painted to a uniform color.
11. Painting of the CMU will be an epoxy system.

12. Painting of the GWB walls and ceilings will be latex.
13. Door frames and metal doors will receive appropriate paint systems.

K. Specialties

1. Signage for door labeling includes 75 doors for a numbering system.
2. Exterior letter sign for the main entrance.
3. Exterior entrance sign at the main road entry.
4. Toilet compartments and partitions (plastic for durability and maintenance).
5. Toilet Accessories (SS).
6. Fire protection cabinets and fire extinguishers.
7. Plastic lockers for tenant spaces (for durability and strength).
8. Metal lockers for the office area.
9. Benches for the shower room locations.

L. Equipment

1. Allowance for the kitchen equipment (\$200,000).
2. Allowance for the laundry equipment (\$40,000).

M. Furnishings

1. Casework and millwork with countertops for security and general office spaces.
2. Shelving in storage spaces and linen dispensaries.
3. Wood wall caps at dormitory headboard walls.
4. Solid surface window sills.
5. FRP paneled walls in the kitchen.
6. Window shades for window locations.
7. Main entrance Pedi-Mat walk-off mat.
8. Allowance for office furniture, beds, cafeteria furniture, and clinic furniture (\$125,000).

N. Fire Protection

1. Wet pipe sprinkler system distributed throughout the facility.
2. Main valve assemblies and backflow preventer.

O. Plumbing

1. Fixture carriers with wall hung stainless steel lavatories, water closets, and urinals for guest areas.
2. China fixtures at office spaces.
3. Sensor valve fixtures.

4. Janitor sinks.
5. Roof drains and downspouts.
6. Under-slab piping and floor drain with trap primers.
7. Shower stalls.
8. Necessary piping, waste vent piping, roof drain piping, recirculating and tempering valves, commercial laundry connections, wash down hose bibs, exterior hose bibs, gas waste piping, backflow prevention, insulation, and identification necessary for a complete system.
9. Plumbing permit.

P. HVAC Systems

1. Our proposal includes an alternate Mechanical system from that which was outlined in the RFP. The following alternates have been incorporated for a more efficient system considering the following:
 - a. The dormitory and cafeteria/day room areas will be occupied for a high percentage of each day. As each space is a single large zone, it does not allow for exchanging heating or cooling from one area to another.
 - b. The proposed alternate system utilizes high-efficiency heat pump rooftop units for the more open spaces at the cafeteria and dormitory.
 - i. Our proposed system will provide superior circulation, exchanges, and air filtration (especially considering COVID issues) as opposed to a VRF system specified in the RFP.
 - ii. Additionally, this system will accommodate the MERV 13 filter systems to consider COVID issues.
 - iii. These systems also tend to be easier to maintain, especially with less need to access interior spaces for coil and fan maintenance.
 - iv. VRF systems tend to make noise when they switch on and off during operation at the branch selector boxes for VRF systems, so they need to be kept at a distance from sleeping spaces.
 - c. We have utilized the heat recovery VRF system with ERVs in the office area for better individual control.
2. We have also included:
 - a. (6) 20-ton heat recovery VRF rooftop condensers.
 - b. (75) Indoor evaporators.
 - c. (5) 5,000 CFM ERV's.
 - d. Misc. electric heat.
 - e. Ventilation Air VAV's
 - f. Refrigeration piping.
 - g. Condensate piping.
 - h. Attic stock.
 - i. Spare filter allowance.
 - j. Indoor unit supports.
 - k. All sheet metal, duct insulation.

- l. Controls
- m. Rigging, balancing, material handling labor, start-up, warranties, and taxes for a complete operational system.

Q. Electrical

1. Service entrance and utilities including:
 - a. Riser conduits with pull strings, mounting hardware, and fasteners for electrical and communications services to the existing pole indicated in the RFP.
 - b. (2) 5" U.G. conduits and pull strings from the utility pole to transformer pad location indicated in RFP (Estimated 685 LF and includes (2) CMP manholes).
 - c. (4) 4" U.G. conduits with pull strings from the utility pole server room indicated on our plans (communications service if approx. 910 LF, with (3) Quartzite handholds).
 - d. 9'x 9' pre-cast transformer pad to meet CMP requirements (utility transformer to be provided by others).
 - e. CMP CT Metering at the transformer pad location (CMP meter and CT are provided by others).
 - f. 500kva 277/480-volt 3 phase demise generator with 24-hour run bottom-mounted tanks (our GC's include 1,000 Gal off-road diesel for start-up and fill at turn over).
 - g. Pre-Cast generator pad.
 - h. 600 Amp, 277/480-volt 3 phase ATS switch service rated with main utility circuit breaker.
 - i. 600 Amp, 277/480-volt 3 phase main lug only electrical panel.
 - j. 100 Amp 227/480-volt 3 phase main lug only electrical panel.
 - k. 30, 45 & 75 kva 120/208-volt 3 phase main circuit transformers.
 - l. 100 & 150 Amp, 120/208-volt 3 phase main circuit breaker electrical panels.
 - m. 200 Amp, 250-Volt 3 phase fuse disconnect on the load side of the 75 kVa transformer, located in the electrical room near the kitchen.
 - n. 200 Amp, 120/208 volt 3 phase main lug only electrical panel in the kitchen for the equipment electrical requirements.
 - o. Grounding required by code
2. Interior Lighting
 - a. High output LED flat panel lighting in the cafeteria and men's and women's dormitories.
 - b. 2' x 4' LED flat panel troffers in the kitchen.
 - c. 2' x 2' LED flat panel troffer in the remainder of the rooms and offices.
 - d. LED dual head emergency lights to meet safety code.
 - e. LED exit signs to meet safety code.
 - f. System stand-alone lighting controls.
 - g. Dimer and switches as required.
3. Exterior Lighting
 - a. LED building wall packs around the perimeter of the building.

- b. (13) LED site poles lights with 20 ft. poles.
 - c. Lighting contactor, time clock, and photocell for exterior lighting controls.
 - d. U.G. conduit and wiring for exterior pole lights and sign.
 - e. (13) pre-cast light pole bases.
- 4. General Power
 - a. Tamper-resistant duplex receptacles in the cafeteria and dormitories.
 - b. Tamper-resistant GFCI receptacle in the cafeteria and dormitories.
 - c. Tamper-resistant USB duplex receptacles in the dormitories next to beds.
 - d. Hospital-grade duplex receptacles in GFCI receptacles in the exam rooms and lab.
 - e. Duplex receptacles and GFCI receptacles in the remaining areas per code.
 - f. Quad receptacles in the offices and (3) quad receptacles in the server room.
 - g. GFCI receptacles on the building and the mechanical spaces.
 - h. GFCI receptacles for aching machines.
 - i. 30 amp receptacles for the dryers.
 - j. Floor box receptacles with data in the meeting rooms.
- 5. Mechanical Equipment
 - a. Power wiring and means of disconnect for:
 - i. All mechanical rooftop equipment.
 - ii. Fan units.
 - iii. Electric supplemental heat.
 - iv. Hot water heaters.
 - v. Exhaust fans.
- 6. Kitchen Equipment
 - a. Hook up of equipment associated with allowances:
 - i. All kitchen equipment controls to be part of the equipment package.
- 7. Telephone and Data
 - a. Conduit stubs back boxes, mud rings, cables, jack, and faceplates for voice and data locations.
 - b. Back boxes, mud rings, cables, jack, and faceplates for wireless access points.
 - c. Back boxes, mud rings, cables, jack, and faceplates for CATV points.
 - d. (2) 4-post data rack with cable wire manager racks in the server room.
 - e. Testing of voice and data cables at the completion of the project.
 - f. We have excluded:
 - i. All cable tray.
 - ii. Wi-Fi devices.
 - iii. TV's.
 - iv. Routers.

- v. UPS devices.
- vi. Hubs.
- vii. All associated equipment required for the complete system (To be provided by others).

8. Fire Alarm / Security / Paging

- a. Complete addressable fire alarm system.
- b. Fire alarm devices.
- c. Knox Box at the main entrance.
- d. Testing and certification of the fire alarm system.
- e. Conduit stubs, back boxes mud rings, and pull string for security system.
- f. Conduit stubs, back boxes mud rings, jacks, and cabling for paging speakers.
- g. Ceiling mounted speakers in common areas and wall speakers in dormitories.
- h. Paging system to tie into the phone system.
 - i. We have excluded the security, card access, CCTV systems, devices cabling, installation, terminations, testing, certification, and associated equipment (provided by others).

9. Temporary Power

- a. Temporary power, lighting from temporary electrical service pole.
- b. High-bay lighting in dormitories and cafeteria.
- c. 100-watt incandescent bulbs with cages for every 250 SF.
- d. GFCI protected receptacles in the work area.

R. Site Work, Utilities, and Improvements

1. Our proposal includes ground Improvements for the foundation support utilizing Rammed Aggregate Piers (based on soil conditions, this is a requirement identified by the geotechnical engineer).
 - a. A load transfer platform consisting of 12" compacted crushed stone underlain with filter fabric at the perimeter footings.
 - b. 24" of compacted structural fill will be required for the floor slab area that does not require piers.
2. The site includes necessary general conditions to execute the work.
3. Erosion and sediment control and maintenance of the same.
4. Street sweeping and dust control during construction.
5. Traffic control necessary for utility work and tie-ins.
6. Demolition of existing pavements as well as clearing and grubbing.
7. Stripping and stockpiling of topsoil (assume to be an allowance at \$40,000).
8. Site cuts and fills to attain subgrade.
 - a. The existing soil conditions and disposal of such material to a licensed off-site facility could lead to a costly disposal value of greater than \$1.10M dollars. We have anticipated the ability to raise the building elevation and grade of the site such that conditions of cut/fills will be considered balanced, thus avoiding and

eliminating waste oil removal. We have predicated our proposal on the ability to create a balanced site and have not included off-site disposal.

9. Building excavation and backfill.
10. 2" rigid insulation at perimeter foundations 4' vertical and 2' horizontal, below the slabs.
11. Fine grading floor slabs.
12. Sched. 40 PVD Radon piping in the stone layer below the slab.
13. Road subgrades with 12" MDOT Type D and 3" MDOT Type A gravels.
 - a. Pavement areas include 2.5" HMA and 1.5" HMA as well as tack coats.
14. Utility Trench Areas include 18" MDOT Type D and 6" MDOT Type A gravels.
 - a. Pavement areas include 4" HMA and 2" HMA as well as tack coats.
15. Gravel drives.
16. Concrete sidewalks.
17. Trail connection.
18. Concrete pads.
19. Stromata ponds.
20. Loam and seed.
21. Planting beds, rip rap apron, and drip strip.
22. Drainage systems.
23. Water systems.
24. Sewer systems.
25. U.G. electrical system trenching.
26. Fencing.
27. Curbing.
28. Site improvements.

General Exclusions

The following is excluded from our proposal:

1. Escalation for materials, labor, and equipment.
2. Winter conditions or protection costs of any kind.
3. The exterior trash compactor (see original RFP).
4. Continuous on-site resident architect or engineer for the duration of any pre-occupancy period (see Administration section of original RFP).
5. All furniture outside of the listed allowance value.
6. All ledge removal.

Allowances

The following allowances are carried within our proposal:

Strip & Stockpile Loam on Site	\$ 40,000
Entrance Sign	\$ 15,000
Landscaping (Plantings)	\$ 54,500
Site Benches	\$ 10,000
Bike Racks	\$ 2,000
Bus Shelter	\$ 10,000
Smoking Hut	\$ 12,500
Furniture Allowance	\$ 125,000
Laundry Machine Allowance	\$ 40,000
Kitchen Equipment	\$ 200,000

Total Development Costs (TDC) Budget
Homeless Service Center • April 27, 2021



#	Description	Value
	Hard Costs	
1	Construction & Site Work	\$17,380,000
2	Additional Furniture	\$200,000
	Subtotal – Construction Costs	\$17,580,000
	Soft Costs	
3	Architectural/Civil	\$564,000
4	Insurance	\$50,000
5	Landscape Architect	\$20,000
6	Testing/Special Inspections	\$25,000
7	Survey	\$10,000
8	Accounting	\$10,000
9	CMP/Fairpoint	\$30,000
10	Permitting/Inspections - City	\$65,000
11	Legal	\$50,000
12	Construction Taxes	\$30,000
13	Miscellaneous/Overhead	\$15,000
14	Soft Cost Contingency	\$50,000
15	Construction Lender Inspections	\$7,500
16	Loan Fees/Closing Costs	\$110,000
17	Construction Interest	\$359,835
18	Developer Fee	\$250,000
	Subtotal – Soft Costs	\$1,646,335
	Total	\$19,226,335

PROPOSAL FORM

City Homeless Service Center Project
- Request for Developer/Owner

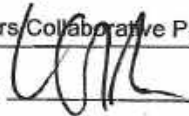
** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from. (**other than as noted; see note below)

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

The bidder acknowledges the receipt of Addenda numbered: 1

COMPANY NAME: Developers Collaborative Predevelopment LLC

AUTHORIZED SIGNATURE: 

DATE: 4/23/21

PRINT NAME & TITLE: Kevin Bunker, Manager

ADDRESS: 100 Commercial St. Suite 414, Portland, ME 04101

E-MAIL ADDRESS: bunker.kevin@gmail.com

PHONE NUMBER: 207-766-1632 FAX NUMBER: n/a

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
LLC

STATE OF INCORPORATION, IF APPLICABLE: Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 27-1402705

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

***Kevin Bunker and Drew Sigfridson intend to form a new single-purpose real estate LLC to serve as long-term developer/owner

4. Appendix: Additional Experience



Scarborough Downs Master Plan & Town Center

Scarborough Downs is the largest master plan currently being implemented in the state of Maine—located fifteen minutes south of Portland and proximate to the highly desirable Higgins Beach. The project includes various public spaces and parks, a trail system, transit-oriented development, a mixed-use town center, stormwater treatment, and a signage plan.





Cumberland Multi-Gen Neighborhood

ALA collaborated with Kevin Bunker of Developers Collaborative on a multi-generational community located in Cumberland. The proposal included walkable street, various home typologies, a community garden, and a community center “barn” with village cafe and micro co-op. The proposed concept won unanimous council/staff selection in a competitive process.





Living Learning Center

Completed in the summer of 2012, this mixed-use facility combining student residences and classroom space for experiential learning is the first of its kind on campus and is intended to reflect the University's renewed commitment to experiential education and student life. The 65,000 SF facility includes residential suites for 250 students on the upper 4 floors and ground floor classroom and faculty office space.

The building is constructed of long-span precast concrete plank floors supported on a steel frame, which allowed for a completely column-free interior and total flexibility for the layout of spaces. The exterior walls are constructed of shop-fabricated panels that were delivered to the site and attached to the steel frame.

The building has many features to enhance sustainability and energy efficiency including low flow plumbing fixtures, waste water heat recapturing, solar domestic hot water system, lighting daylight sensors and high efficiency HVAC systems. The project has been awarded LEED Gold Certification by the USGBC.





Family Center & Offices

This project combines the renovation of a former dairy barn with a new 28,000 SF addition to create a family center and office space for a local social services agency. The barn has been converted into a Family Center that houses meeting rooms, training facilities, a resource library, and multi-purpose community spaces. The facility will support delivery of family-based services such as counseling, supervised visitations for foster children, and family mediations, while providing access to training and resource materials.

The new addition, housing office space and support facilities for a staff of 75, is linked to the barn by a two-story connector that overlooks an exterior courtyard formed between the two wings with easterly views of Long Creek and the City of Portland.

The office wing is sited and designed to maximize the use of natural day lighting and ventilation. The 60' x 170' plan is organized with hard-walled spaces located along the north, east and west leaving the long, south facing facade exposed to the major open office area.





Boys & Girls Clubs of Kennebec Valley

This new Boys & Girls Clubhouse, scheduled to break ground in April 2021, includes new instructional and daycare space, multi-purpose room, cafeteria, and kitchen as well as administrative office space, a teen center, and extensive outdoor play areas and soccer field.

The new building will be built on the same site as the current club and located on an existing soccer field. This allows the club to continue to operate in its existing facility until the new building is complete. Once the new club is operational, the old club will be demolished and a new soccer field built in its place.



Pearl Place Apartments

Location: Portland, Maine
Units: 66 Units
Completed: 2008



Crescent Heights Apartments

Location: Portland, Maine
Units: 44 Beds
Completed: 2010



Unity Village Apartments

Location: Portland, Maine
Units: 33 Units
Completed: 2001



Maine Avenue Building

Maine Avenue LLC, a partnership of Cianbro Development Corporation and Cross Financial Corporation, redeveloped this 45,000 SF building, originally constructed in 1993, and leased the space to the Maine Department of Health and Human Services (DHHS) in 2019. The work consisted of renovating the building, formerly a data center for Bangor Savings Bank, to use as office space meeting DHHS program requirements. Cianbro Corporation performed the construction work on a fast-track schedule in four and half months. This was during the short window of time between the date Bangor Savings bank vacated the Maine Avenue Building and moved into a new 116,500 SF headquarters building Cianbro had just constructed and the date by which DHHS was required to vacate its previous location. Cianbro's team completed building system upgrades, ADA requirements, firewall separations, and other work necessary to meet then-current building code requirements.





Senior Living Center

Cianbro is serving as Construction Manager for a new 180,000 SF senior living complex with 138 residential rooms on a 12-acre campus. The complex consists of three separate two-story buildings (Assisted Living & Transitional Care, Long-Term Care, and Memory Care) connected to a central Community Center. The buildings are conventional steel-framed structures finished with Hardie board siding, cultured stone base accents, and TPO roofing. The living spaces are laid out as clusters of private rooms around a living room, dining room, den, and kitchen. Amenities include patio areas and outdoor space, a rehabilitation pool, gym, multipurpose room, and a village center with retail and personal care outlets. Resident care features include a wander-guard system, nurse call system, and patient lifts.





Sebasticook Valley Hospital

Cianbro managed the construction and rehabilitation of an existing hospital that remained 100% operational during construction. This included 12,000 SF of renovations and 7,800 SF of new construction. Our team provided constructability reviews during the design phase of the project to manage cost and project objectives. We constructed two new intensive care units with adjacent recovery rooms, new nurses' facilities, x-ray rooms, two operating rooms, patient rooms, laboratories, and common areas. As part of the renovations, Cianbro also installed new medical gas and electrical infrastructure.





Facility Additions, Renovations, & Central Utility Plant

The Cianbro | Brasfield & Gorrie team managed the preconstruction process and worked collaboratively with the architect and engineers to ensure a viable project through the schematic design, design development, and finishing with the construction documents/guaranteed maximum price (GMP) estimate. The team managed the entire construction phase as well for this new 25,000 SF patient wing and support area. The project included 6,140 SF of phased renovations with upgrades to existing patient areas. A new central utility plant provides facility support services areas, 25 new patient rooms (each with a full private bathroom), and shell space for future kitchen and dining area. The team also coordinated the phased tie-in of new utility services for new and existing power requirements along with fire protection needs.





Dining Hall Renovations & Addition

Cianbro renovated an existing dining facility and constructed a 12,000 SF addition on the Maine Central Institute (MCI) campus. The team managed the overall design and construction, which included demolishing existing exterior walls, placing cast-in-place concrete foundations and slabs, erecting the steel-framed structure, insulating the foundation, installing all pre-manufactured wall panels and trusses. Cianbro performed interior and exterior carpentry and installed all ice and water shields and shingles, roofing, electrical and data cabling. An 800-amp electrical service entrance was upgraded. Cianbro installed architectural landscaping blocks, and fabricated and supplied the steel beams, columns, and patio hand rails.





100 Fore Street

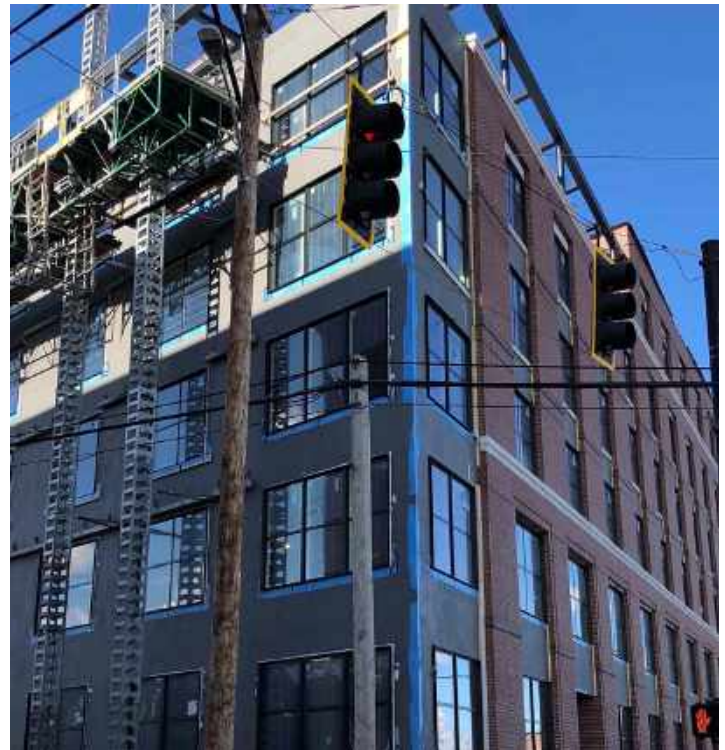
Cianbro served as Construction Manager for a new 116,000 SF, four-story mixed-use world headquarters, with a 19,000 SF roof deck overlooking Casco Bay for WEX Inc., a rapidly expanding provider of payment processing and information management services. The project encompassed H-piles, 5,000 SF of retail space, utility relocations, structural steel erection, concrete foundations, exterior sheathing (curtain wall systems), gym, cafe, bike storage, roof patio, and the MEP infrastructure to drive it all.





Canopy Hotel

Cianbro is overseeing the ground-up construction of Fathom Companies' new six-story, 105,000 SF hotel in the historic Old Port neighborhood of downtown Portland, ME. In addition to 135 guest rooms, the hotel will feature a fifth-floor restaurant and retail space as well as an indoor/outdoor rooftop restaurant and bar overlooking Casco Bay. Additionally, the hotel will include a range of meeting and function space. The design features high-end finishes throughout the new facility, including millwork, flooring, furnishings, and lighting, plus brick exterior with decorative black-framed glazing. As the construction is taking place at a major intersection, logistics and site control have been paramount to the ongoing project's success.





Office Building & Pedestal Parking Garage

Cianbro is managing the construction of a five-story, 276,564 SF pedestal garage comprising 84,000 SF of office space covering two stories above three levels of structured parking for up to 518 vehicles. The team is responsible for demolishing the existing building, performing excavations for the new building foundations in soil classified as “urban fill”, installing 415 LF of sheet pile and 1,400 stone aggregate piles, installing spread footings and foundation walls, and erecting 1,500 tons of structural steel, placing 535 pieces of precast concrete planks for the elevated parking level, installing 2,000 LF of curtain wall system to encompass the office levels of the overall building.



Developers Collaborative

developerscollaborative.com | 207.766.1632



MEMORANDUM
City Council Agenda Item

FROM: Christine Grimando

DATE: June 8, 2021

SUBJECT: Order 302-20/21 Amendment to Zoning Map Re: R-2 Zone to R-3 Zone at 165 Lambert Street - Sponsored by the Planning Board, Brandon Mazer, Chair

SPONSOR: Brandon Mazer, Chair, Portland Planning Board
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 6/21/2021 **Final Action 7/7/2021**

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

PRESENTATION: Brandon Mazer, Planning Board Chair, 5 Minutes

I. SUMMARY

The Planning Board recommends a zoning map amendment for 22 properties in North Deering from R-2 to R-3 Residential.

II. AGENDA DESCRIPTION

On June 8, 2021, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) that proposed zoning text amendment (to permit food service as part of a neighborhood center) is consistent with the Comprehensive Plan for the City of Portland.

Maine Cooperative Development Partners is requesting the City Council rezone an approximately 13-acre parcel of land located at 165 Lambert Street from R-2 to R-3 Residential, and amend Articles 3, 6 and 7 of the Land Use Code with respect to uses permitted under ‘place of assembly’, as well as dimensional and site configuration requirements for a Planned Residential Unit Development (PRUD). These actions would facilitate the development of City-owned property in accordance with a Request for Proposals (RFP) released in June of 2020, soliciting proposals for an environmentally sensitive, age-inclusive and affordable housing proposal at this location. The map amendment is being requested to allow for higher density multi-family housing in the form of a PRUD, and associated text amendments are being requested to minimize the environmental impact of the development and permit ancillary food service as part of a neighborhood center use. As part of this application, the City of Portland is requesting that 22 additional properties located within a two-block area, bounded by Summit Street, Lambert Street, Auburn Street and the City of Portland Municipal Boundary, also be rezoned from R-2 to R-3 Residential.

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

III. BACKGROUND

The City selected the 165 Lambert Street site for disposition and released an RFP soliciting affordable housing development proposals for this location in June of 2020, for which Maine Cooperative Development Partners was selected. The site, which is located within the R-2 Residential Zone in North Deering, totals 13.39 acres, of which just 4.17 acres is considered well-suited for development, as the remainder area falls largely within identified wetlands. The applicant seeks to develop an affordable Planned Residential Unit Development

(PRUD) on this parcel with up to 60 residential units, that would be developed in the Northwest corner of the site in order to limit wetland impacts. The project requires a map amendment to R-3 to allow the PRUD use.

As part of this application, the City is requesting that 22 additional abutting properties, including the City-owned parcel at 622 Auburn Street/0 Grey Road that was similarly selected for disposition to create new affordable housing, also be rezoned from R-2 to R-3 Residential. The area to be rezoned is a logical continuation of R-3 and R-5 zoning that is located immediately to the south of the subject site, where several PRUD developments already exist, and will likely be necessary to facilitate development of the 622 Auburn/0 Grey Road site. This rezoning is further supported by the close proximity of this site to available public transportation.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intent of the proposed zoning actions is to facilitate the development of up to 60 units of new affordable housing in a location that is convenient to public transit, and in a manner that is environmentally sensitive, age-inclusive and compatible with the surrounding neighborhood. The development will also further the goal of Portland's Plan 2030 for complete neighborhoods by allowing a limited mixture of uses in an area with limited immediate access to services and amenities, and by improving pedestrian connectivity in the vicinity of this development. Additional parcels are included in the proposed map amendment in order to create a contiguous R-3 zone and to facilitate affordable housing development on City-owned property at 622 Auburn Street/0 Grey Road.

V. FINANCIAL IMPACT

The land in question is city-owned and was selected for disposition, with the intent of creating new affordable housing. This land transfer does not involve monetary compensation to the City.

VI. STAFF ANALYSIS AND BACKGROUND

The advertised boundary for the R-2 to R-3 map amendment is the result of a Planning Board workshop, meetings with the applicant, neighborhood input, and Planning staff analysis.

The objective for these amendments is to allow for the contextually appropriate development of new affordable housing in the identified locations. In the RFP for the disposition of 165 Lambert Street, the City acknowledges that zoning changes may be prudent to facilitate affordable housing development, in particular given the nature of the site as an undeveloped greenfield parcel with significant areas of wetlands. As the R-2 zone does not permit any form of multi-family housing, the map amendment to R-3 is critical to achieve the densities needed to make this project viable and to allow the PRUD housing form, which, through dimensional controls, requires that environmentally sensitive site areas be taken into account when developing a project.

Planning staff also recommend that 22 additional abutting properties be rezoned from R-2 to R-3 Residential. As background, the City released an RFP soliciting affordable housing development proposals for City-owned property at 622 Auburn Street/0 Grey Road; property located just to the North of Washington Avenue Extension that is also zoned R-2 Residential, and for which the City has similarly acknowledged that a zone

change may be prudent. In light of this acknowledgement, and in order to create a contiguous area of R-3 Residential, the City is recommending that the area bounded by Summit Street to the South, Auburn Street to the East, Lambert Street to the West, and the Portland Municipal Boundary to the North be rezoned. Much of this property is already developed with single-family use, and so regulatory changes would largely be limited to the two City-owned properties, which are undeveloped. This map amendment is further supported by the presence of R-3 zoning immediately to the south, within which is contained several additional PRUD developments, and the close proximity of these properties to public transit access via Metro Route 9A/B.

Portland's Plan 2030 identifies vision statements, policy goals for the City, and principles of future land use, several of which support the proposed map amendment. The map amendment aligns with the Comprehensive Plan vision statements and goals through facilitating the development of affordable housing, and by permitting increased housing density in a manner that is environmentally sensitive.

VII. RECOMMENDATION

At a public hearing on June 8 2021, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) that the proposed zoning map amendment (from R-2 to R-3) is consistent with the Comprehensive Plan for the City of Portland.

The Planning Board recommended this action to the City Council.

VIII. LIST ATTACHMENTS

1. Lambert Street Zoning Map Amendment 6.21.2021
2. 165 Lambert (ZN-001425-2021) CC Report

Prepared by:

Christine Grimando

Date: 6/8/2021

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

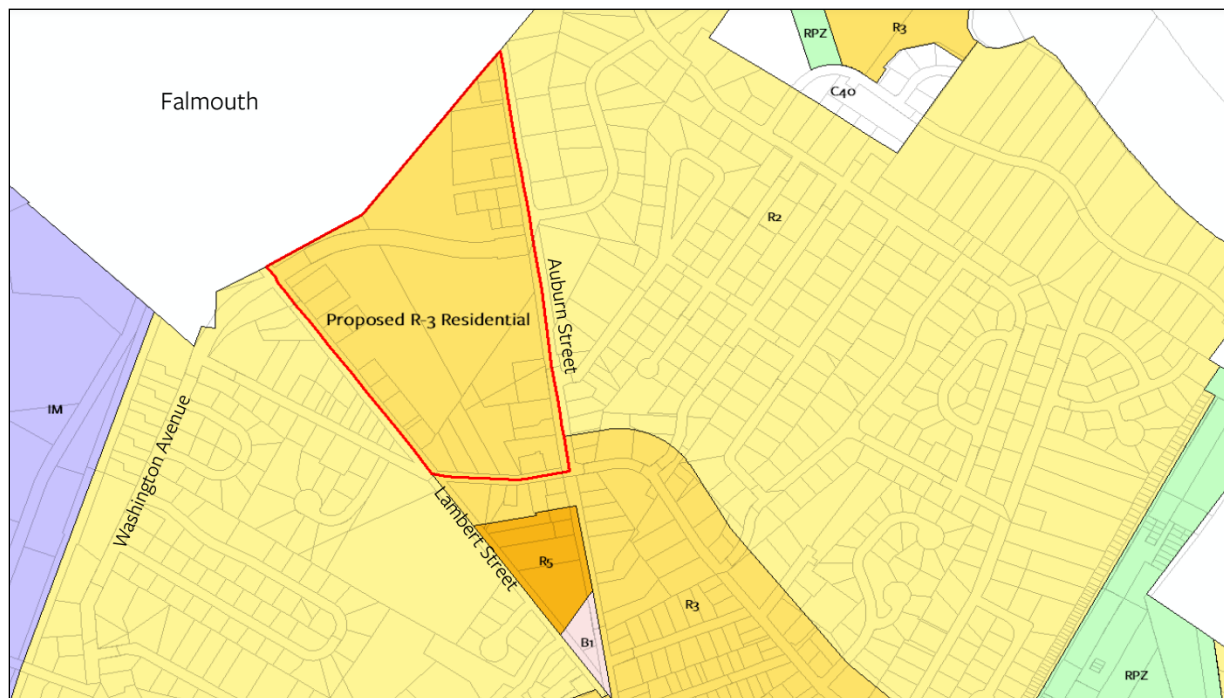
**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO ZONING MAP
RE: R-2 ZONE TO AN R-3 ZONE AT 165 LAMBERT STREET**

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

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment and specifically rezoning property in an R-2 Zone to an R-3 Zone at 165 Lambert Street, as shown in the outlined and labeled area in the map below:



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

165 Lambert Street
ZN-001485-2021

Maine Cooperative Development Partners, Applicant



Submitted to: Mayor Snyder & the City Council
Council Hearing Dates: June 21, and July 7, 2021

Prepared by: Matthew Grooms, Senior Planner
Date: June 8, 2021

I. INTRODUCTION AND PROJECT SUMMARY

On June 8, 2021 the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) to recommend to the City Council adoption of zoning map (Attachment 3) and text amendments (Attachments 4 & 5) to facilitate the development of a new affordable housing development at 165 Lambert Street.

Maine Cooperative Development Partners requested to rezone this approximately 13-acre parcel of land from R-2 to R-3 Residential, and amend Articles 3, 6 and 7 of the Land Use Code with respect to uses permitted under 'place of assembly', as well as dimensional and site configuration requirements for a Planned Residential Unit Development (PRUD). These actions would facilitate the development of City-owned property in accordance with a Request for Proposals (RFP) released in June of 2020, soliciting proposals for an environmentally sensitive, age-inclusive and affordable housing proposal at this location. The applicant has entered into a Purchase and Sale agreement with the City, and has identified that a zoning map and text amendments are required to complete the project as presented in their bid.

Additionally, the City of Portland is requesting that 22 additional properties located within a two-block area, bounded by Summit Street, Lambert Street, Auburn Street and the City of Portland Municipal Boundary, also be rezoned from R-2 to R-3 Residential. This request is being made to further the City's aims of developing additional affordable housing within this vicinity, and to enable higher density housing in close proximity to public transportation.



corner of Washington Ave Ext. and Lambert Street



Figure 2: 165 Lambert Street Site

II. EXISTING CONDITIONS

The 13.39-acre subject property is a large contiguous area of undeveloped land in the R-2 Residential zone, split between two separate parcels owned by the City of Portland and located in North Deering, with frontage along Lambert Street, Washington Avenue Extension, and Auburn Street (ME-100). The property is entirely forested, with 5.43 acres of delineated wetlands and 4.17 acres of upland area suitable for development, as evidenced in a 2009 wetland delineation report prepared by Boyle Associates (Attachment 7).

The additional property to be rezoned consists of a City-owned 4.85-acre undeveloped parcel on the North side of Washington Avenue Extension, and 15.62 acres of developed land, containing 22 separate single-family properties. The City has issued a separate RFP soliciting affordable housing development proposals for this other City-owned property.

The surrounding immediate context is comprised largely of single-family residential development, though areas of commercial development exist both to the west along Riverside Industrial Parkway and Riverside Street, and to the north and south, along Auburn Street (ME-100). The site is accessible to public transit via METRO Route 9A/B which runs along both Washington Avenue and Auburn Street.

III. BACKGROUND

A. RFP for Disposition of 165 Lambert Street

In June of 2020, the City of Portland released an RFP to dispose of three separate City-owned properties, with the property at 165 Lambert Street being among them (Attachment 7). The criteria for consideration centered around the ability to provide high quality and age-inclusive affordable housing at-scale, integrated with the surrounding community, and designed so as to conserve and enhance existing natural features on-site.

With respect to affordability, the RFP stated that all units developed shall be ‘affordable’, meaning that the combined cost of paying rent or mortgage, along with utilities, taxes, insurance and condo/HOA fees, does not exceed 30% of a household’s gross income. Units shall be limited to households earning between 60% and 120% of the area median income (AMI). For the bid selected, these stipulations are to be in effect for a period of no less than 30 years for home ownership units, and the maximum period allowed for rental units.

Aside from affordability requirements, the RFP requires that the development be designed in accordance with Portland’s Green Building Code, and in a manner that is compatible with the pattern, scale, massing and materials of surrounding development. Bids were also to be evaluated by how effectively they



Figure 3: Wetland Delineation Plan

preserved and incorporated natural features of the site. The City of Portland retains the right to preserve a conservation easement on the non-developable portions of the site.

Maine Cooperative Development Partners were selected as the winning bid, and entered into a purchase and sale agreement with the City on January 4, 2021 for development of this site.

B. Purchase and Sales Agreement for 165 Lambert Street

The purchase and sale (P&S) agreement (Attachment 6) provides a 13-month due diligence period from the date of the agreement which would end in February of 2022. This due diligence shall include preparation of a survey of the site along with a new legal description for the property, both of which would need to be reviewed and approved by Corporation Counsel and DPW. Closing on the property is required to occur within 15 months following the signing of the P&S agreement, which would be April of 2022. After that point, the developer is required to begin construction on the project within 12 months of the closing. This would require construction to begin no later than April of 2023.

The agreement specifies that the developer shall be responsible for the creation of a certain number of residential units. The requirement as listed is, “the greater of 20 three-bedroom dwelling units or the maximum number of dwelling units feasible under the current zoning’.

IV. CONCEPTUAL DEVELOPMENT PROPOSAL

At this point in the process, the proposal for development remains conceptual in nature, as no site plan application has yet been submitted. Should the rezoning be approved by the City Council, a Major Site Plan application would be submitted by the applicant. The plans provided in support of the text and map amendment show a development with three separate built forms; mixed-use, live-work units, and townhomes, without specific detail on the number of units to be developed. Under this proposal, certain units would be vertically arrayed, meaning that they would be stacked one on top of the other. This configuration is currently only permitted within PRUDs in the R-5 & R-5a zones, and is the focus of one of the proposed text amendments.

The conceptual site plan offers two separate alternatives for consideration, with site ingress and egress being provided from Washington Avenue Extension in both alternatives. Given that the development will be a PRUD, the site plan shows a series of trails across the site in both alternatives, which are intended to satisfy new open space requirements for a PRUD, as proposed within this application.



Figure 4: Concept Plan A for 165 Lambert Street PRUD



Figure 5: Concept Plan B for 165 Lambert Street PRUD

A. Mixed-Use Proposal along Washington Avenue Extension

Since its initial submission, a key component of this proposal has been to provide an easily accessible neighborhood gathering place. Initially, the applicant requested that the property's frontage along Washington Avenue Extension be rezoned to B-1, so as to allow retail and restaurant uses, with the idea being to provide a market and/or coffee shop, in addition to other maker or home occupation spaces. Based upon the characteristics of Washington Avenue Extension and recommendations in *Portland's Plan 2030* for future land use consideration, staff recommended against B-1 in this location, citing that this stretch of Washington Avenue does not operate as a major node or corridor within the City, offers limited accessibility to pedestrian infrastructure and traffic, provides no on-site parking and is surrounded by lower density neighborhoods that may not support the viability of retail.

Instead, staff suggested that the applicant explore uses permitted under ‘places of assembly’, which are a conditional use in the R-3 Residential zone. This use may include neighborhood centers, community halls, and private clubs. In response to Planning Board feedback from the last workshop, staff are recommending a minor change (see Section VII.C of this report below for more information) to the neighborhood center definition to allow for ancillary food-service as part of any recreational, artistic, social, educational, health and cultural activities that may be hosted under that use. This may in part help achieve the applicant’s mixed-use vision for the development.

V. MAP AMENDMENTS

A. 165 Lambert Street

The development site is zoned R-2 Residential, which is a low-density residential zone that limits residential forms to single-family dwellings. The City, in developing its criteria for this RFP, prioritized applications that were able to maximize the number of affordable units on-site. Recognizing that the R-2 zone allows for fairly limited density, the City openly acknowledges in its RFP that zoning amendments may be appropriate to facilitate the type of development sought.

In their response to the RFP, Maine Cooperative Development Partners proposes to rezone the site from R-2 to R-3 Residential, as the R-3 zone allows for Planned Residential Units Developments (PRUD). A PRUD is a form of multi-family housing that is permitted on large lots in low- and medium-density residential zones. Coupled with new affordable housing density and dimensional bonuses and reductions as permitted under Article 18.2.4, the proposed development may include up to 60 residential units based upon the site’s net land area of 4.53 acres.

While the intended outcome of this map amendment is to allow for the development of a PRUD, the rezoning would also unlock other uses as well. In general, there is little deviation between uses permitted in the R-2 and R-3 zones, with the most significant additions being PRUDs, hospitals, and off-site off-street parking for nearby commercial and industrial uses. Conversely, certain uses currently permitted in the R-2 zone would no longer be permitted, such as agriculture, cemeteries and post-secondary schools.

B. Additional Property to be Rezoned

TABLE 6-A: PERMITTED AND CONDITIONAL USES IN RESIDENTIAL ZONES

	R-1	R-2	R-3
Residential	Single-family dwellings	●	●
	Two-family dwellings		●
	Multi-family dwellings		●
	Multiplex		●
	Congregate care facilities		●
	Handicapped family units	●	●
	Planned Residential Unit Developments		●
	Special needs independent dwelling units		●
	Lodging houses		●
	Sheltered care group homes	●	●
Institutional	Elementary, middle, and secondary schools	●	●
	Governmental uses	●	●
	Hospitals		●
	Intermediate care facilities	●	●
	Long-term and extended care facilities	●	●
	Places of assembly (<10,000 SF)	●	●
	Places of assembly (>10,000 SF)	●	●
	Preschool facilities	●	●
	Post-secondary schools		●
	Bed and breakfasts		●
Comm.	General offices (<5,000 SF)		●
	Hostels		●
	Agriculture	●	●
	Cemeteries	●	●
	Off-street parking		●
	Parks and open spaces	●	●
	Raising of domesticated animals	●	●
			●

Figure 6: Dimensional Table Excerpt – Red arrows show new uses permitted under R-3, with blue arrows showing uses no longer permitted if property is rezoned.

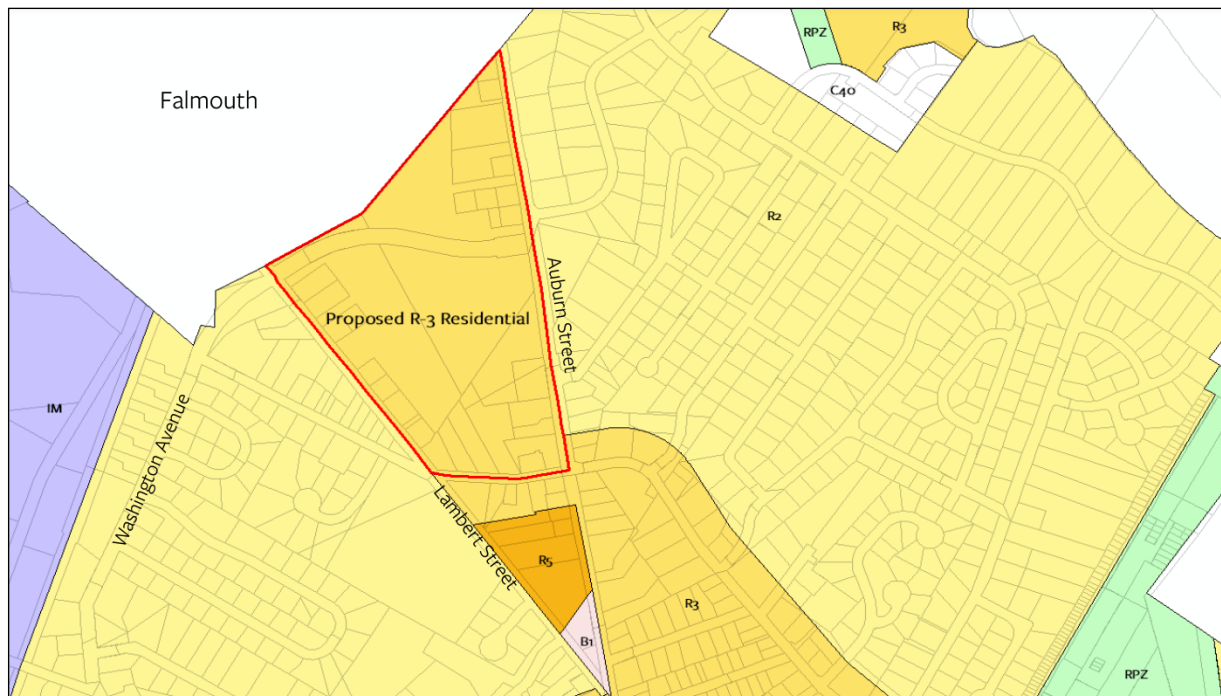


Figure 7: Map of properties suggested for rezoning

Aside from the 165 Lambert Street site, the City is also recommending that 22 additional properties, located within a two-block area bounded on the West by Lambert Street, on the South by Summit Street, on the East by Auburn Street, and on the North by the City of Portland Municipal Boundary, be rezoned from R-2 Residential to R-3 Residential. This rezoning represents a logical extension of residential zoning that is mapped to the south of this site, along both Lambert and Auburn Streets, where a number of existing PRUDs already exist.

Among these 22 properties is a 5.13-acre City-owned parcel located at 622 Auburn Street, which has been selected for disposition. As with 165 Lambert Street, the City has issued an RFP soliciting development proposals for a new affordable housing project at this location, and has indicated in the RFP that zoning amendments may be necessary to maximize the site's development potential. In light of this, and so as to support and streamline the process for creating new affordable housing, staff are recommending that this site also be rezoned to R-3 Residential as part of this application. Given that 165 Lambert Street and 622 Auburn Street constitute the majority of land area within both of these blocks, it appeared prudent to rezone the entirety of both blocks. This rezoning is further supported by the proximity of these properties to public transit, which is a policy goal that is called out within *Portland's Plan 2030*.

The most substantial immediate impact of this map amendment would be to permit higher density housing on those properties suggested for rezoning, which in general would be limited to single-family housing. The City property at 622 Auburn Street is the only property currently large enough (>3 acres) to support a PRUD, and would therefore also be eligible to take advantage of the City's affordable housing bonuses for PRUDs. As most of the properties included within the map amendment boundary are currently developed, we do not anticipate significant redevelopment aside from the City owned sites at 165 Lambert Street and 622 Auburn Street.

With respect to lot conformity, the R-3 dimensional requirements are universally less restrictive than those of the R-2 zone. While we have not reviewed properties for conformance with R-3 dimensional

standards, we would note that this map amendment would not exacerbate any areas of existing non-conformity.

Table 1: Comparison of Dimensional Requirements by Zone and Residential Form

	R-2 Zone	R-3 Zone		
Purpose Statement	To provide for low-density residential development characterized by single-family homes on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity.	To provide for medium-density residential development characterized by single-family homes on individual lots and also, to provide for planned residential unit developments on substantially sized parcels.		
Residential Form	Single-Family	Single-Family	PRUD	PRUD w/ Affordable Housing Bonus
Lot Area/ Dwelling Unit	10,000 SF	6,500 SF	6,500 SF	3,250 SF
Minimum Lot Size	10,000 SF	6,500 SF	3 acres	3 acres
Front Setback	25'	25'	Setback from Property Boundary: 25' or 35' otherwise.	Minimum Setback from Property Boundary: 10'
Side Setback (depends on # of stories)	12-16'	8-16'		
Rear Setback	25'	25'		
Lot Coverage	20%	35%	N/A	40%
Street Frontage	50'	50'	N/A	N/A
Lot Width	80'	65'	N/A	N/A
Structure Height	35'	35'	35'	35'
Max Units Per Building	N/A	N/A	2 d.u. < 5 ac. 6 d.u. > 5 ac.	N/A
Avg Units Per Building	N/A	N/A	5 d.u. > 5 ac.	N/A
Building Length	N/A	N/A	100' w/out garages, or 140' w/ garages	N/A
Common Recreation Open Space	N/A	N/A	300 SF per d.u.	200 SF per d.u.
Building Separation	N/A	N/A	16'	16'

Table 2: Total Development Potential for Property to be Rezoned

	R-2 Zone (Existing)	R-3 Zone		
	Single-Family	Single-Family*	PRUD**	PRUD W/ Affordable Housing Bonus***
165 Lambert	58 units	89 units	30 units	60 units

Street	Total Area = 13.39 acres Net Land Area = 4.53 acres			
622 Auburn Street	21 units	32 units	27 units	55 units
	Total Area = 4.85 acres Net Land Area = 4.17 acres			
Notes	* While single-family and multiplex development density allotments are not specifically tied to 'net land area' as with a PRUD, the substantial areas of wetland would likely significantly reduce the total number of units from what is included in the table. ** PRUD density allotment is calculated using 'net land area', which subtracts watercourses, wetlands and areas of significant slope from the total site area. In the case of 165 Lambert Street, the net land area for the purposes of this review is estimated to be 4.53 acres, though that figure may change when more detailed plans are provided. *** The minimum lot area per dwelling unit is reduced by 50% for any PRUD development in which more than 50% of the units are low-income or workforce units for rent or for sale			

VI. TEXT AMENDMENT

Alongside the R-3 map amendment, the applicant is also requesting two text amendments; one to the Article 6 Use Standards, to allow PRUDs as either horizontally or vertically attached units, and the second, to the Article 7 Dimensional Requirements for PRUDs, which would make on-site open space requirements more flexible. Both text amendments were developed in close coordination with City staff with an aim towards not only achieving this particular vision for 165 Lambert Street, but also towards refining the existing rubric to better serve new PRUDs.

A. Horizontal and Vertical Dwelling Units

In the project description provided with this application, the narrative indicates that this amendment is being sought so as to enable the development of smaller homes that facilitate multi-generational living, which could better be achieved through the vertical stacking of dwelling units. The impact of this amendment would be limited to the R-3 zone, as PRUDs within the R-5 zone already permit both horizontally connected or vertically stacked units.

The draft amendment (Table 6-A, footnote 4) reads as follows:

Must consist of ~~horizontally attached dwelling units or a series of such units in the R-3 zone and horizontally or vertically attached dwelling units in the R-5/R-5a zone~~, or a series of such dwelling units, with all land owned and used in common. PRUDs shall be subject to review and approval by the Planning Board under Article 15.

1. Staff Policy Analysis

At present, the PRUD is one of the few available forms of housing offered in low and medium density residential zones across the City that allow for higher on-site unit density. In recent years, affordable housing developers have made use of PRUDs in a number of off-peninsula locations in order to maximize the development potential of certain sites and build at a scale that makes providing affordable units more economical than one- or two-family development, otherwise permitted in these zones.

In order to mitigate the impacts of these higher density developments, the zoning maintains stringent rules around eligible lots and built forms. PRUDs are only permitted on substantially sized lots totaling more than 3 acres in the R-3 zone, with the total number of units dependent upon the area of developable land on-site. Sites are further constrained by the requirement to provide on-site recreational space and setbacks which exceed those required of a single-family dwelling, unless a development qualifies for additional relief under the affordable housing bonus. Buildings are limited in terms of the number of units permitted per building, the length of individual buildings, and a structure height that is equal to that permitted for single-family dwellings.

Without considering internal unit configuration, the presence of such controls already ensures a predictable range of building envelopes, unit counts and site designs; all of which account for the visual and physical impact such a development would have on public/private infrastructure and neighboring property. Further, as the applicant notes in their request, vertically attached units may allow for development with a smaller footprint and thus, a reduced environmental impact.

For these reasons, staff recommended that the Planning Board support this text amendment as drafted.

B. Recreation Open Space Requirements

The primary impetus for this second text amendment is to reduce overall environmental impacts from developing a large active-use field on-site for recreational purposes, which would necessarily result in the clearing of forest and wetland habitat areas. Instead, the proposal is to allow a variety of different passive and active use spaces to satisfy this requirement, and to eliminate the requirement that a portion of the space be level and of a certain width.

The draft amendment (Table 7-B, footnote 2) reads as follows:

~~Common Recreation~~ open space ~~area~~ shall be designated on the site. ~~The primary for recreation purposes of: Such open space recreation~~ areas shall be ~~for passive or active recreation. usable, level-graded, dry, accessible and properly drained. Such spaces may include natural, landscaped or hardscaped elements.~~ At a minimum, a contiguous area of 6,000 SF ~~with a minimum dimension of 50 ft. shall be provided. which shall at least be usable as a multi-purpose field. Such recreation areas shall be located at least 25 ft. from dwelling units.~~

1. Staff Policy Analysis

The existing language around recreation open space for a PRUD very specifically anticipates and calls for a large and flat open space such as a playing field, playground or tennis/basketball courts, and does not offer alternatives for other less traditional recreational spaces. Trails, community gardens, landscaped areas, outdoor amphitheaters and numerous other recreational type spaces would not satisfy the requirement as currently written.

As is the case with 165 Lambert Street, this requirement is prohibitive to certain sites that contain significant grade variation, or those with prominent natural features that may in turn be enhanced and highlighted as a source of on-site recreation.

The amendment as drafted attempts to address these shortfalls by overtly allowing a broader variety of open space areas, so long as the primary purpose of that space is for passive or active recreation. The text is intentionally less prescriptive, so that open space schemes may evolve as trends in recreation change. Understanding that isolated pockets of open space across a site are less valuable than larger contiguous areas, the amendment maintains a requirement for a 6,000 square foot contiguous open space area, though no longer would require that it be rectangular with a minimum width of 50 feet. Similarly, as open space

areas may now take a variety of different forms, the amendment would eliminate the requirement that such spaces be a minimum of 25 feet from residential units.

It is important to note that this amendment would not only affect PRUDs in the R-3 zone, but in the R-5 and R-5a zones as well. In fact, the developer selected to develop another City-owned parcel off of Douglass Street requested a similar amendment, and it is understood that this text amendment would also benefit that project.

For these reasons, staff recommended that the Planning Board support this text amendment as drafted.

C. Neighborhood Center Definition

This third amendment is suggested in response to Planning Board feedback, which requested that staff reconsider allowing some form of commercial use as part of the project. While the City remains opposed to mapping B-1 along Washington Avenue Extension, we are supportive of opening up the ‘Neighborhood Center’ definition to more clearly permit certain types of service-based uses in residential zones. The language for this amendment is taken directly from the ‘community hall’ definition, which is very similar in nature and also grouped under the use, ‘place of assembly’, though only permitted in buildings already in existence.

The draft amendment (Article 3 Definitions) reads as follows:

Neighborhood center. *A building or portion of a building used for recreational, artistic, social, educational, health, culture, or similar activities and services, usually owned and operated by a public or nonprofit group or agency. As part of these functions and activities, it shall be permissible to serve food, subject to other applicable codes and ordinances.*

1. Staff Policy Analysis

The City’s Zoning Administrator has confirmed that this change would permit an ancillary food-service use, such as a café, that could operate during the hours of operation of the neighborhood center. For example, this language is what permits private social clubs to operate a restaurant on their site. By tying the food-service use to the neighborhood center definition, we ensure that such uses are closely linked and supportive of activities already permitted within residential zones. This is envisioned as a more temporary solution, which may then be augmented by changes to the code that occur as part of ReCode.

Portland’s Plan 2030 calls for all neighborhoods to be ‘complete neighborhoods’, where residents can conveniently access the amenities and resources needed in typical daily life. While not exhaustive, this list of amenities and resources may include grocery stores, gathering places, places for civic engagement, schools, and places for recreation. The ReCode effort is intended to bring the Land Use Code into alignment with the comprehensive plan, ensuring that regulations facilitate the goals and objectives listed in that document, which includes the fostering of complete neighborhoods. The City is keenly aware that certain neighborhoods, including many sections of North Deering, lack convenient access to the amenities that would make them ‘complete’, and will be looking to develop a consistent, city-wide approach to address issues around access to services and amenities.

For these reasons, staff recommended that the Planning Board support this text amendment as drafted.

VII. PUBLIC COMMENT

As of the writing of this report, four written public comments have been received regarding this proposal. These comments pertain largely to on-site and on-street parking for the development, and anticipated impacts to wetlands along with the potential for flooding in nearby developed areas as a result of these impacts.

While these concerns are valid and should be addressed during a future site plan review, the application under consideration at this time is specifically for a zoning map and text amendment. The site plan provided is conceptual in nature and subject to future change once a full site evaluation is undertaken.

VIII. COMPREHENSIVE PLAN ANALYSIS

Portland's Plan 2030

Comprehensive Plan goals and policies (state and local) relevant to the proposed map and text amendments are included below. The map and text amendments align with these vision statements and goals, by creating a new opportunity for an affordable, environmentally sensitive and well-connected new housing development. The proposed text amendments would significantly reduce the overall environmental impact of the development, by allowing for smaller building footprints, and for the preservation of on-site forest and wetlands as a component of the site's open space scheme. Meanwhile, the map amendment allows for a PRUD style development, which increases the number of units that are permitted on-site, all of which will be provided as affordable units, with access to public transit.



Vision Statements:

- Sustainable - Growth should respect and seek to preserve our spectacular natural resources.
- Secure - We will be committed to accessible housing and healthy food for all our residents.
- Authentic - The uniqueness and integrity of our neighborhoods will be maintained and enhanced.
- Connected - We will foster accessible linkages between where we live, work, shop, and play.
- Connected - We will enable meaningful access to the natural world and recreational opportunities as a central component of community health.

Environment

- Continue to develop land use policies which support complete neighborhoods.

Housing: A Livable City

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Reinforce existing housing tools, policies, and programs while continuing to explore emerging best practices.
- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.
- Consider the sale of City-owned land that may be appropriate for housing development.
- Consider incentivizing affordability restrictions as part of City-owned property transactions, as well as the potential to return improved properties to the City's tax rolls.
- Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age.

Recreation & Open Space

- Pursue opportunities, in collaboration with partners, to create new open spaces in areas that are currently underserved.

- Pursue opportunities for new and enhanced walking and biking trails as a means of filling existing gaps and investigate paper streets, vacant land, medians, and other often overlooked areas for the potential for park linkages, trails, and other improvements to the urban landscape.
- Prioritize open space acquisition and programming toward creating linkages where there are gaps in the network, particularly between Stroudwater and the Fore River; Evergreen Cemetery and the Presumpscot River; Portland Transportation Center and Bayside; Martin's Point and the Back Cove; and the Western Waterfront and the Fore River.

Future Land Use

- *Complete Neighborhood* – Portland's Plan recognizes that strong, complete neighborhoods are fundamental to the city's overall health. Portland's intent for its predominantly residential neighborhoods is one where all residents regardless of age, ability, or income have access to the basic necessities of daily life - high quality and affordable housing, schools and other civic functions, food, open space, other amenities and services - within a walkable, bikeable distance.
- *Connecting the Chain* – Portland's Plan recognizes that physically integrated transportation systems, utilities, and open spaces provide the structure for the city's growth, and that a well-connected system is more efficient and more resilient. An integrated transportation system allows residents to access jobs, food, healthcare, and recreation from their homes while planning for an unbroken network of open space connects neighborhoods and improves access to the outdoors.

IX. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed zoning map and text amendments at a hearing on June 8, 2021. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) to find that the following zoning map and text amendments are consistent with the Comprehensive Plan and recommended adoption to the City Council:

1. Zoning map amendment for the area of land that includes the following addresses: Summit Street: 431, 433, 449, 451, 457; Lambert Street: 117, 125, 145, 157, 159, 165, 179, 193, 201; Auburn Street: 544, 550, 564, 574, 622, 630, 640, 660, 668, 680, 690, as presented in Attachment 2.
2. Text amendment to Chapter 14, Article 3 definition for 'Neighborhood Center' to allow food service, as presented in Attachment 3.
3. Text amendment to Chapter 14, Article 6, Table 6A, Footnote 4, to permit vertical or horizontal unit configurations in PRUDs permitted within any zone, as presented in Attachment 3.
4. Text amendment to Chapter 14, Article 7, Table 7B, Footnote 2, to simplify requirements for common open space, as presented in Attachment 3.

X. ATTACHMENTS

A. Documents

1. Project Description
2. Map and Text Amendment Checklist
3. Proposed Map Amendment
4. Proposed Text Amendment
5. Proposed Text Amendment (Neighborhood Center)
6. Consistency with Comprehensive Plan
7. Right, Title and Interest (P&S Agreement)
8. RFP for Disposition of 165 Lambert Street
9. Neighborhood Meeting Notice
10. Neighborhood Meeting Sign in Sheet
11. Neighborhood Meeting Presentation

12. Neighborhood Meeting Certification

13. Public Comment

- a. PC1: Ed Eggleston (3.27.21)
- b. PC2: Ed Eggleston (3.29.21)
- c. PC3: Ed Eggleston (4.3.21)
- d. PC4: Ed Eggleston (4.14.21)
- e. PC5: Ed Eggleston (6.8.21)

B. Plans

P1. Vicinity Plan

P2. Conceptual Site Plan

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: NEIGHBORHOOD CENTER DEFINITION AND
PRUD OPEN SPACE AND DIMENSIONAL PROVISIONS**

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

That Chapter 14, Section 3, Definitions, Section 6, Table 6-A, Footnote 4, and Section 7, Table 7-B, Footnote 2 is hereby amended to read as follows, on the following pages:

retail store may not exceed a maximum gross floor area of 2,000 square feet. A marijuana retail store shall not include a registered dispensary.

Marijuana testing facility. A facility licensed to develop, research and test marijuana, marijuana products and other substances as defined by 22 M.R.S. § 2422 or 28-B M.R.S. § 102.

Marina. A commercial operation providing floats, slips, and piers intended primarily for berthing of noncommercial vessels and the provision of related services such as supplies, fuel, equipment and repairs, which may be provided both to tenants and non-tenants.

Military personnel berthing. A building, or portion thereof, which is primarily used as, and intended for, temporary living quarters for military personnel.

Moderate-income household. A household having an income not exceeding 120% of median income for area of residence as set forth in regulations promulgated from time to time by the United States Department of Housing and Urban Development pursuant to 42 U.S.C. sections 1437 et seq.

Multi-family development. The construction or creation of three or more dwelling units on any parcel of land or the addition of two or more dwelling units cumulatively within a three-year period.

Multiplex. A residential development consisting of three or more horizontally or vertically attached dwelling units, or a series of such attached dwelling units, and the construction of at least one building.

Neighborhood center. A building or portion of a building used for recreational, artistic, social, educational, health, culture, or similar activities and services, usually owned and operated by a public or nonprofit group or agency. As part of these functions and activities, it shall be permissible to serve food, subject to other applicable codes and ordinances.

Non-commercial vessel berthing. The use of berthing space for berthing of watercraft other than commercial vessels. Berthing space used in the following manner shall not be included in the calculation of the number of linear feet under this use category:

- A. Space used principally for sale or repair of vessels.
- B. Commercial vessel tenant space used by a noncommercial vessel for a period not exceeding ten consecutive days while the primary commercial vessel tenant is conducting its business or trade.

Normal high-water line (non-tidal waters). That line which is apparent from visible markings, changes in the character of soils due to prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. Areas contiguous with rivers that support non-forested wetland vegetation and hydric soils and that are at the same or lower elevation as the water level of the river during the period of normal high-water are considered part of the river.

Office park. Separate office buildings planned, constructed, or managed on an integrated coordinated basis.

TABLE 6-A: PERMITTED AND CONDITIONAL USES IN RESIDENTIAL ZONES

		R-1	R-2	R-3	R-4	R-5/R-5a	R-6/R-6a	Use Standards
Residential	Single-family dwellings	●	●	●	●	●	●	
	Two-family dwellings				●	●	●	
	Multi-family dwellings			○		○ ¹ /● ²	●	6.5.6(G)
	Multiplex				○	● ¹		6.4.12
	Congregate care facilities					● ²		
	Handicapped family units	●	●	●	●	●	●	
	Planned Residential Unit Developments			● ⁴		● ⁴		
	Special needs independent dwelling units				●	● ¹	●	
Institutional	Lodging houses					○ ^{1,3}	●	6.4.9
	Sheltered care group homes	○	○	○	○	○	○	6.5.6(K)
	Elementary, middle, and secondary schools	○	○	○	○	○ ¹	○	6.5.6(F)
	Governmental uses	●	●	●	●	●	●	
	Hospitals			○		○ ¹	○	
	Intermediate care facilities	○	○	○		○ ¹ /● ²	○	
	Long-term and extended care facilities	○	○	○		○ ¹ /● ²	○	6.5.6(F)
	Places of assembly (<10,000 SF)	○	○	○	○	○ ¹	○	
	Places of assembly (>10,000 SF)	○	○	○	○	○ ¹	○	
	Preschool facilities	○	○	○	○	○	○	6.5.6(I)
	Post-secondary schools		○			○ ¹	○	6.5.6(F)
	Bed and breakfasts						●/○ ⁵	6.4.4
Comm.	General offices (<5,000 SF)						○	6.5.6(C)
	Hostels						●/○ ⁶	6.4.8
Other	Agriculture	●	●					
	Cemeteries	○	○		●		●	
	Off-street parking			○	○	○ ¹	○	6.5.6(H)
	Parks and open spaces	●	●	●	●	●	●	
	Raising of domesticated animals	○						6.5.6(J)
	Solar energy system (minor)	●	●	●	●	●	●	6.4.16
	Utility substations	○	○	○	○	○	○	6.5.6(L)

¹ In the R-5 zone only.

² In the R-5a zone only.

³ Conversions of existing two-family or multiplex structures into lodging houses are permitted as a conditional use, provided that the lodging house shall not be located within 500 ft. of another as measured along street lines.

⁴ Must consist of ~~horizontally attached dwelling units or a series of such units in the R-3 zone and~~ horizontally or vertically attached dwelling units ~~in the R-5/R-5a zone,~~ or a series of such dwelling units, with all land owned and used in common. PRUDs shall be subject to review and approval by the Planning Board under Article 15.

⁵ Permitted if a conversion of a structure existing as of 3/3/97 to up to four guest rooms and conditional if a conversion of the same to five to nine rooms.

⁶ Permitted if for no more than 10 overnight transient guests and conditional if for between 11 and 20 overnight transient guests. An owner, manager, or operator shall be a permanent resident of the building.

TABLE 7-B: PRUD DIMENSIONAL STANDARDS

	R-3	R-5	R-5a ³
Lot area ¹ (min.)	3 ac.	2 ac.	2 ac. ⁴
Net land area per dwelling unit (min.)	6,500 SF	3,000 SF	1,600 SF ^{4,5}
Units per building (max.)	PRUD < 5 ac.: 2 PRUD > 5 ac.: 6	12	
Average number of units per building (max.)	PRUD > 5 ac.: 5		
Structure height (max.)	35 ft.	35 ft.	55 ft.
Building length (max.)	Without garages: 100 ft. With integral garages: 140 ft.	140 ft.	
Length of accessory garage structure (max.)		60 ft.	
Building setback from external subdivision property lines (min.)	3 or fewer D.U. in building: 25 ft. 4 or more D.U. in building: 35 ft.	Bldg. Length 100 ft. or less: 25 ft. Bldg. Length >100 ft.: 35 ft.	Bldg. Length 100 ft. or less: 25 ft. Bldg. Length >100 ft.: 35 ft.
Distance between detached PRUD dwelling units (min.)	16 ft.		
Common recreation open space area ² (min.)	300 SF/D.U.	300 SF/D.U.	200 SF/D.U. ⁴
Habitable space elevation	No habitable space in a PRUD shall be below grade, except basements that are a part of and below above-ground units.		

¹ Areas of special flood hazard as defined in Article 12 shall be excluded from lot area calculations.

² ~~Recreation~~Common open space area shall be designated on the site. ~~The primary for recreation purposes of. Such open space recreation areas shall be for passive or active recreation, usable, level graded, dry, accessible and properly drained. Such spaces may include natural, landscaped or hardscaped elements.~~ At a minimum, a contiguous area of 6,000 SF with a minimum dimension of 50 ft. shall be provided, ~~which shall at least be usable as a multi purpose field. Such recreation areas shall be located at least 25 ft. from dwelling units.~~

³ In the R-5a zone, PRUD standards shall apply to PRUDs, multi-family development of 4 or more units, congregate care, and intermediate, extended, or long-term care facilities unless otherwise noted.

⁴ Does not apply to intermediate, extended, or long-term care facilities but does apply to PRUDs, congregate care, and multi-family development of 4 or more units.

⁵ Minimum land area per intermediate care facility resident: 8,000 SF lot area for first 35 residents, plus 350 SF for each additional resident.

⁶ For PRUD standards in island zones see Table 7-D

TABLE 7-C: R-5 SMALL RESIDENTIAL LOT DEVELOPMENT DIMENSIONAL STANDARDS¹

	Lot area (min.)	5,000 SF
		7 ft. ²
Side setback (min.)	Detached accessory (< 250 SF footprint)	5 ft.
	Side yard on side street	10 ft.
	Lot width (min.)	40 ft.
	Street frontage (min.)	40 ft.
	Lot coverage (max.)	50%

¹ Single-family homes may be built on small lots in the R-5 under small residential lot development dimensional requirements if the lot is: vacant; or used exclusively for parking; or contains structure(s) not used for residential purposes; or is created from a single lot division of a developed lot and results in a lot meeting the small residential lot dimensional requirements with the remaining developed portion meeting the standard dimensional requirements of the R-5 zone.

² The width of one side setback may be reduced 1 ft. for every foot that the other side yard is correspondingly increased, but no side yard shall be less than 4 ft. in width.

PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

165 Lambert Street
ZN-001485-2021

Maine Cooperative Development Partners, Applicant



Submitted to: Mayor Snyder & the City Council
Council Hearing Dates: June 21, and July 7, 2021

Prepared by: Matthew Grooms, Senior Planner
Date: June 8, 2021

I. INTRODUCTION AND PROJECT SUMMARY

On June 8, 2021 the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) to recommend to the City Council adoption of zoning map (Attachment 3) and text amendments (Attachments 4 & 5) to facilitate the development of a new affordable housing development at 165 Lambert Street.

Maine Cooperative Development Partners requested to rezone this approximately 13-acre parcel of land from R-2 to R-3 Residential, and amend Articles 3, 6 and 7 of the Land Use Code with respect to uses permitted under 'place of assembly', as well as dimensional and site configuration requirements for a Planned Residential Unit Development (PRUD). These actions would facilitate the development of City-owned property in accordance with a Request for Proposals (RFP) released in June of 2020, soliciting proposals for an environmentally sensitive, age-inclusive and affordable housing proposal at this location. The applicant has entered into a Purchase and Sale agreement with the City, and has identified that a zoning map and text amendments are required to complete the project as presented in their bid.

Additionally, the City of Portland is requesting that 22 additional properties located within a two-block area, bounded by Summit Street, Lambert Street, Auburn Street and the City of Portland Municipal Boundary, also be rezoned from R-2 to R-3 Residential. This request is being made to further the City's aims of developing additional affordable housing within this vicinity, and to enable higher density housing in close proximity to public transportation.



corner of Washington Ave Ext. and Lambert Street



Figure 2: 165 Lambert Street Site

II. EXISTING CONDITIONS

The 13.39-acre subject property is a large contiguous area of undeveloped land in the R-2 Residential zone, split between two separate parcels owned by the City of Portland and located in North Deering, with frontage along Lambert Street, Washington Avenue Extension, and Auburn Street (ME-100). The property is entirely forested, with 5.43 acres of delineated wetlands and 4.17 acres of upland area suitable for development, as evidenced in a 2009 wetland delineation report prepared by Boyle Associates (Attachment 7).

The additional property to be rezoned consists of a City-owned 4.85-acre undeveloped parcel on the North side of Washington Avenue Extension, and 15.62 acres of developed land, containing 22 separate single-family properties. The City has issued a separate RFP soliciting affordable housing development proposals for this other City-owned property.

The surrounding immediate context is comprised largely of single-family residential development, though areas of commercial development exist both to the west along Riverside Industrial Parkway and Riverside Street, and to the north and south, along Auburn Street (ME-100). The site is accessible to public transit via METRO Route 9A/B which runs along both Washington Avenue and Auburn Street.

III. BACKGROUND

A. RFP for Disposition of 165 Lambert Street

In June of 2020, the City of Portland released an RFP to dispose of three separate City-owned properties, with the property at 165 Lambert Street being among them (Attachment 7). The criteria for consideration centered around the ability to provide high quality and age-inclusive affordable housing at-scale, integrated with the surrounding community, and designed so as to conserve and enhance existing natural features on-site.

With respect to affordability, the RFP stated that all units developed shall be ‘affordable’, meaning that the combined cost of paying rent or mortgage, along with utilities, taxes, insurance and condo/HOA fees, does not exceed 30% of a household’s gross income. Units shall be limited to households earning between 60% and 120% of the area median income (AMI). For the bid selected, these stipulations are to be in effect for a period of no less than 30 years for home ownership units, and the maximum period allowed for rental units.

Aside from affordability requirements, the RFP requires that the development be designed in accordance with Portland’s Green Building Code, and in a manner that is compatible with the pattern, scale, massing and materials of surrounding development. Bids were also to be evaluated by how effectively they



Figure 3: Wetland Delineation Plan

preserved and incorporated natural features of the site. The City of Portland retains the right to preserve a conservation easement on the non-developable portions of the site.

Maine Cooperative Development Partners were selected as the winning bid, and entered into a purchase and sale agreement with the City on January 4, 2021 for development of this site.

B. Purchase and Sales Agreement for 165 Lambert Street

The purchase and sale (P&S) agreement (Attachment 6) provides a 13-month due diligence period from the date of the agreement which would end in February of 2022. This due diligence shall include preparation of a survey of the site along with a new legal description for the property, both of which would need to be reviewed and approved by Corporation Counsel and DPW. Closing on the property is required to occur within 15 months following the signing of the P&S agreement, which would be April of 2022. After that point, the developer is required to begin construction on the project within 12 months of the closing. This would require construction to begin no later than April of 2023.

The agreement specifies that the developer shall be responsible for the creation of a certain number of residential units. The requirement as listed is, “the greater of 20 three-bedroom dwelling units or the maximum number of dwelling units feasible under the current zoning’.

IV. CONCEPTUAL DEVELOPMENT PROPOSAL

At this point in the process, the proposal for development remains conceptual in nature, as no site plan application has yet been submitted. Should the rezoning be approved by the City Council, a Major Site Plan application would be submitted by the applicant. The plans provided in support of the text and map amendment show a development with three separate built forms; mixed-use, live-work units, and townhomes, without specific detail on the number of units to be developed. Under this proposal, certain units would be vertically arrayed, meaning that they would be stacked one on top of the other. This configuration is currently only permitted within PRUDs in the R-5 & R-5a zones, and is the focus of one of the proposed text amendments.

The conceptual site plan offers two separate alternatives for consideration, with site ingress and egress being provided from Washington Avenue Extension in both alternatives. Given that the development will be a PRUD, the site plan shows a series of trails across the site in both alternatives, which are intended to satisfy new open space requirements for a PRUD, as proposed within this application.



Figure 4: Concept Plan A for 165 Lambert Street PRUD



Figure 5: Concept Plan B for 165 Lambert Street PRUD

A. Mixed-Use Proposal along Washington Avenue Extension

Since its initial submission, a key component of this proposal has been to provide an easily accessible neighborhood gathering place. Initially, the applicant requested that the property's frontage along Washington Avenue Extension be rezoned to B-1, so as to allow retail and restaurant uses, with the idea being to provide a market and/or coffee shop, in addition to other maker or home occupation spaces. Based upon the characteristics of Washington Avenue Extension and recommendations in *Portland's Plan 2030* for future land use consideration, staff recommended against B-1 in this location, citing that this stretch of Washington Avenue does not operate as a major node or corridor within the City, offers limited accessibility to pedestrian infrastructure and traffic, provides no on-site parking and is surrounded by lower density neighborhoods that may not support the viability of retail.

Instead, staff suggested that the applicant explore uses permitted under ‘places of assembly’, which are a conditional use in the R-3 Residential zone. This use may include neighborhood centers, community halls, and private clubs. In response to Planning Board feedback from the last workshop, staff are recommending a minor change (see Section VII.C of this report below for more information) to the neighborhood center definition to allow for ancillary food-service as part of any recreational, artistic, social, educational, health and cultural activities that may be hosted under that use. This may in part help achieve the applicant’s mixed-use vision for the development.

V. MAP AMENDMENTS

A. 165 Lambert Street

The development site is zoned R-2 Residential, which is a low-density residential zone that limits residential forms to single-family dwellings. The City, in developing its criteria for this RFP, prioritized applications that were able to maximize the number of affordable units on-site. Recognizing that the R-2 zone allows for fairly limited density, the City openly acknowledges in its RFP that zoning amendments may be appropriate to facilitate the type of development sought.

In their response to the RFP, Maine Cooperative Development Partners proposes to rezone the site from R-2 to R-3 Residential, as the R-3 zone allows for Planned Residential Units Developments (PRUD). A PRUD is a form of multi-family housing that is permitted on large lots in low- and medium-density residential zones. Coupled with new affordable housing density and dimensional bonuses and reductions as permitted under Article 18.2.4, the proposed development may include up to 60 residential units based upon the site’s net land area of 4.53 acres.

While the intended outcome of this map amendment is to allow for the development of a PRUD, the rezoning would also unlock other uses as well. In general, there is little deviation between uses permitted in the R-2 and R-3 zones, with the most significant additions being PRUDs, hospitals, and off-site off-street parking for nearby commercial and industrial uses. Conversely, certain uses currently permitted in the R-2 zone would no longer be permitted, such as agriculture, cemeteries and post-secondary schools.

B. Additional Property to be Rezoned

TABLE 6-A: PERMITTED AND CONDITIONAL USES IN RESIDENTIAL ZONES

	R-1	R-2	R-3
Residential	Single-family dwellings	●	●
	Two-family dwellings		●
	Multi-family dwellings		●
	Multiplex		●
	Congregate care facilities		●
	Handicapped family units	●	●
	Planned Residential Unit Developments		●
	Special needs independent dwelling units		●
	Lodging houses		●
	Sheltered care group homes	●	●
Institutional	Elementary, middle, and secondary schools	●	●
	Governmental uses	●	●
	Hospitals		●
	Intermediate care facilities	●	●
	Long-term and extended care facilities	●	●
	Places of assembly (<10,000 SF)	●	●
	Places of assembly (>10,000 SF)	●	●
	Preschool facilities	●	●
	Post-secondary schools		●
	Bed and breakfasts		●
Comm.	General offices (<5,000 SF)		
	Hostels		
	Agriculture	●	●
	Cemeteries	●	●
	Off-street parking		●
	Parks and open spaces	●	●
	Raising of domesticated animals	●	●

Figure 6: Dimensional Table Excerpt – Red arrows show new uses permitted under R-3, with blue arrows showing uses no longer permitted if property is rezoned.

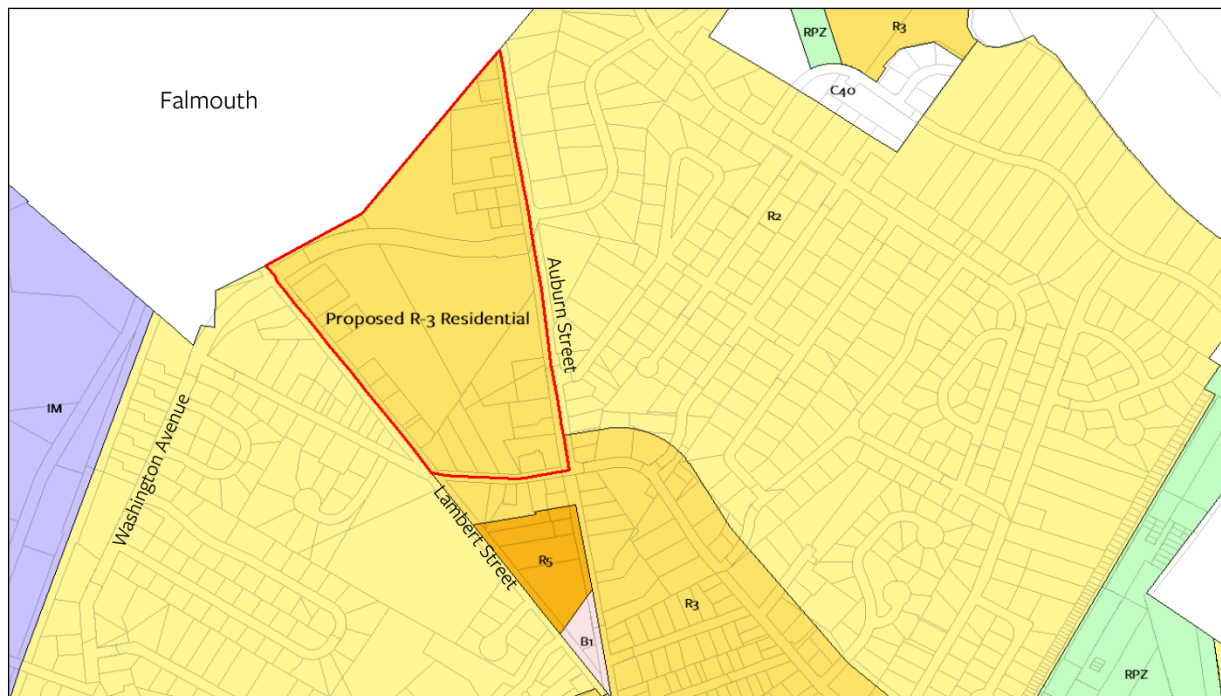


Figure 7: Map of properties suggested for rezoning

Aside from the 165 Lambert Street site, the City is also recommending that 22 additional properties, located within a two-block area bounded on the West by Lambert Street, on the South by Summit Street, on the East by Auburn Street, and on the North by the City of Portland Municipal Boundary, be rezoned from R-2 Residential to R-3 Residential. This rezoning represents a logical extension of residential zoning that is mapped to the south of this site, along both Lambert and Auburn Streets, where a number of existing PRUDs already exist.

Among these 22 properties is a 5.13-acre City-owned parcel located at 622 Auburn Street, which has been selected for disposition. As with 165 Lambert Street, the City has issued an RFP soliciting development proposals for a new affordable housing project at this location, and has indicated in the RFP that zoning amendments may be necessary to maximize the site's development potential. In light of this, and so as to support and streamline the process for creating new affordable housing, staff are recommending that this site also be rezoned to R-3 Residential as part of this application. Given that 165 Lambert Street and 622 Auburn Street constitute the majority of land area within both of these blocks, it appeared prudent to rezone the entirety of both blocks. This rezoning is further supported by the proximity of these properties to public transit, which is a policy goal that is called out within *Portland's Plan 2030*.

The most substantial immediate impact of this map amendment would be to permit higher density housing on those properties suggested for rezoning, which in general would be limited to single-family housing. The City property at 622 Auburn Street is the only property currently large enough (>3 acres) to support a PRUD, and would therefore also be eligible to take advantage of the City's affordable housing bonuses for PRUDs. As most of the properties included within the map amendment boundary are currently developed, we do not anticipate significant redevelopment aside from the City owned sites at 165 Lambert Street and 622 Auburn Street.

With respect to lot conformity, the R-3 dimensional requirements are universally less restrictive than those of the R-2 zone. While we have not reviewed properties for conformance with R-3 dimensional

standards, we would note that this map amendment would not exacerbate any areas of existing non-conformity.

Table 1: Comparison of Dimensional Requirements by Zone and Residential Form

	R-2 Zone	R-3 Zone		
Purpose Statement	To provide for low-density residential development characterized by single-family homes on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity.	To provide for medium-density residential development characterized by single-family homes on individual lots and also, to provide for planned residential unit developments on substantially sized parcels.		
Residential Form	Single-Family	Single-Family	PRUD	PRUD w/ Affordable Housing Bonus
Lot Area/ Dwelling Unit	10,000 SF	6,500 SF	6,500 SF	3,250 SF
Minimum Lot Size	10,000 SF	6,500 SF	3 acres	3 acres
Front Setback	25'	25'	Setback from Property Boundary: 25' or 35' otherwise.	Minimum Setback from Property Boundary: 10'
Side Setback (depends on # of stories)	12-16'	8-16'		
Rear Setback	25'	25'		
Lot Coverage	20%	35%	N/A	40%
Street Frontage	50'	50'	N/A	N/A
Lot Width	80'	65'	N/A	N/A
Structure Height	35'	35'	35'	35'
Max Units Per Building	N/A	N/A	2 d.u. < 5 ac. 6 d.u. > 5 ac.	N/A
Avg Units Per Building	N/A	N/A	5 d.u. > 5 ac.	N/A
Building Length	N/A	N/A	100' w/out garages, or 140' w/ garages	N/A
Common Recreation Open Space	N/A	N/A	300 SF per d.u.	200 SF per d.u.
Building Separation	N/A	N/A	16'	16'

Table 2: Total Development Potential for Property to be Rezoned

	R-2 Zone (Existing)	R-3 Zone		
	Single-Family	Single-Family*	PRUD**	PRUD W/ Affordable Housing Bonus***
165 Lambert	58 units	89 units	30 units	60 units

Street	Total Area = 13.39 acres Net Land Area = 4.53 acres			
622 Auburn Street	21 units	32 units	27 units	55 units
	Total Area = 4.85 acres Net Land Area = 4.17 acres			
Notes	* While single-family and multiplex development density allotments are not specifically tied to 'net land area' as with a PRUD, the substantial areas of wetland would likely significantly reduce the total number of units from what is included in the table. ** PRUD density allotment is calculated using 'net land area', which subtracts watercourses, wetlands and areas of significant slope from the total site area. In the case of 165 Lambert Street, the net land area for the purposes of this review is estimated to be 4.53 acres, though that figure may change when more detailed plans are provided. *** The minimum lot area per dwelling unit is reduced by 50% for any PRUD development in which more than 50% of the units are low-income or workforce units for rent or for sale			

VI. TEXT AMENDMENT

Alongside the R-3 map amendment, the applicant is also requesting two text amendments; one to the Article 6 Use Standards, to allow PRUDs as either horizontally or vertically attached units, and the second, to the Article 7 Dimensional Requirements for PRUDs, which would make on-site open space requirements more flexible. Both text amendments were developed in close coordination with City staff with an aim towards not only achieving this particular vision for 165 Lambert Street, but also towards refining the existing rubric to better serve new PRUDs.

A. Horizontal and Vertical Dwelling Units

In the project description provided with this application, the narrative indicates that this amendment is being sought so as to enable the development of smaller homes that facilitate multi-generational living, which could better be achieved through the vertical stacking of dwelling units. The impact of this amendment would be limited to the R-3 zone, as PRUDs within the R-5 zone already permit both horizontally connected or vertically stacked units.

The draft amendment (Table 6-A, footnote 4) reads as follows:

Must consist of ~~horizontally attached dwelling units or a series of such units in the R-3 zone and horizontally or vertically attached dwelling units in the R-5/R-5a zone~~, or a series of such dwelling units, with all land owned and used in common. PRUDs shall be subject to review and approval by the Planning Board under Article 15.

1. Staff Policy Analysis

At present, the PRUD is one of the few available forms of housing offered in low and medium density residential zones across the City that allow for higher on-site unit density. In recent years, affordable housing developers have made use of PRUDs in a number of off-peninsula locations in order to maximize the development potential of certain sites and build at a scale that makes providing affordable units more economical than one- or two-family development, otherwise permitted in these zones.

In order to mitigate the impacts of these higher density developments, the zoning maintains stringent rules around eligible lots and built forms. PRUDs are only permitted on substantially sized lots totaling more than 3 acres in the R-3 zone, with the total number of units dependent upon the area of developable land on-site. Sites are further constrained by the requirement to provide on-site recreational space and setbacks which exceed those required of a single-family dwelling, unless a development qualifies for additional relief under the affordable housing bonus. Buildings are limited in terms of the number of units permitted per building, the length of individual buildings, and a structure height that is equal to that permitted for single-family dwellings.

Without considering internal unit configuration, the presence of such controls already ensures a predictable range of building envelopes, unit counts and site designs; all of which account for the visual and physical impact such a development would have on public/private infrastructure and neighboring property. Further, as the applicant notes in their request, vertically attached units may allow for development with a smaller footprint and thus, a reduced environmental impact.

For these reasons, staff recommended that the Planning Board support this text amendment as drafted.

B. Recreation Open Space Requirements

The primary impetus for this second text amendment is to reduce overall environmental impacts from developing a large active-use field on-site for recreational purposes, which would necessarily result in the clearing of forest and wetland habitat areas. Instead, the proposal is to allow a variety of different passive and active use spaces to satisfy this requirement, and to eliminate the requirement that a portion of the space be level and of a certain width.

The draft amendment (Table 7-B, footnote 2) reads as follows:

~~Common Recreation~~ open space ~~area~~ shall be designated on the site. ~~The primary for recreation purposes of: Such open space recreation~~ areas shall be ~~for passive or active recreation. usable, level-graded, dry, accessible and properly drained. Such spaces may include natural, landscaped or hardscaped elements.~~ At a minimum, a contiguous area of 6,000 SF ~~with a minimum dimension of 50 ft. shall be provided. which shall at least be usable as a multi-purpose field. Such recreation areas shall be located at least 25 ft. from dwelling units.~~

1. Staff Policy Analysis

The existing language around recreation open space for a PRUD very specifically anticipates and calls for a large and flat open space such as a playing field, playground or tennis/basketball courts, and does not offer alternatives for other less traditional recreational spaces. Trails, community gardens, landscaped areas, outdoor amphitheaters and numerous other recreational type spaces would not satisfy the requirement as currently written.

As is the case with 165 Lambert Street, this requirement is prohibitive to certain sites that contain significant grade variation, or those with prominent natural features that may in turn be enhanced and highlighted as a source of on-site recreation.

The amendment as drafted attempts to address these shortfalls by overtly allowing a broader variety of open space areas, so long as the primary purpose of that space is for passive or active recreation. The text is intentionally less prescriptive, so that open space schemes may evolve as trends in recreation change. Understanding that isolated pockets of open space across a site are less valuable than larger contiguous areas, the amendment maintains a requirement for a 6,000 square foot contiguous open space area, though no longer would require that it be rectangular with a minimum width of 50 feet. Similarly, as open space

areas may now take a variety of different forms, the amendment would eliminate the requirement that such spaces be a minimum of 25 feet from residential units.

It is important to note that this amendment would not only affect PRUDs in the R-3 zone, but in the R-5 and R-5a zones as well. In fact, the developer selected to develop another City-owned parcel off of Douglass Street requested a similar amendment, and it is understood that this text amendment would also benefit that project.

For these reasons, staff recommended that the Planning Board support this text amendment as drafted.

C. Neighborhood Center Definition

This third amendment is suggested in response to Planning Board feedback, which requested that staff reconsider allowing some form of commercial use as part of the project. While the City remains opposed to mapping B-1 along Washington Avenue Extension, we are supportive of opening up the ‘Neighborhood Center’ definition to more clearly permit certain types of service-based uses in residential zones. The language for this amendment is taken directly from the ‘community hall’ definition, which is very similar in nature and also grouped under the use, ‘place of assembly’, though only permitted in buildings already in existence.

The draft amendment (Article 3 Definitions) reads as follows:

Neighborhood center. *A building or portion of a building used for recreational, artistic, social, educational, health, culture, or similar activities and services, usually owned and operated by a public or nonprofit group or agency. As part of these functions and activities, it shall be permissible to serve food, subject to other applicable codes and ordinances.*

1. Staff Policy Analysis

The City’s Zoning Administrator has confirmed that this change would permit an ancillary food-service use, such as a café, that could operate during the hours of operation of the neighborhood center. For example, this language is what permits private social clubs to operate a restaurant on their site. By tying the food-service use to the neighborhood center definition, we ensure that such uses are closely linked and supportive of activities already permitted within residential zones. This is envisioned as a more temporary solution, which may then be augmented by changes to the code that occur as part of ReCode.

Portland’s Plan 2030 calls for all neighborhoods to be ‘complete neighborhoods’, where residents can conveniently access the amenities and resources needed in typical daily life. While not exhaustive, this list of amenities and resources may include grocery stores, gathering places, places for civic engagement, schools, and places for recreation. The ReCode effort is intended to bring the Land Use Code into alignment with the comprehensive plan, ensuring that regulations facilitate the goals and objectives listed in that document, which includes the fostering of complete neighborhoods. The City is keenly aware that certain neighborhoods, including many sections of North Deering, lack convenient access to the amenities that would make them ‘complete’, and will be looking to develop a consistent, city-wide approach to address issues around access to services and amenities.

For these reasons, staff recommended that the Planning Board support this text amendment as drafted.

VII. PUBLIC COMMENT

As of the writing of this report, four written public comments have been received regarding this proposal. These comments pertain largely to on-site and on-street parking for the development, and anticipated impacts to wetlands along with the potential for flooding in nearby developed areas as a result of these impacts.

While these concerns are valid and should be addressed during a future site plan review, the application under consideration at this time is specifically for a zoning map and text amendment. The site plan provided is conceptual in nature and subject to future change once a full site evaluation is undertaken.

VIII. COMPREHENSIVE PLAN ANALYSIS

Portland's Plan 2030

Comprehensive Plan goals and policies (state and local) relevant to the proposed map and text amendments are included below. The map and text amendments align with these vision statements and goals, by creating a new opportunity for an affordable, environmentally sensitive and well-connected new housing development. The proposed text amendments would significantly reduce the overall environmental impact of the development, by allowing for smaller building footprints, and for the preservation of on-site forest and wetlands as a component of the site's open space scheme. Meanwhile, the map amendment allows for a PRUD style development, which increases the number of units that are permitted on-site, all of which will be provided as affordable units, with access to public transit.



Vision Statements:

- Sustainable - Growth should respect and seek to preserve our spectacular natural resources.
- Secure - We will be committed to accessible housing and healthy food for all our residents.
- Authentic - The uniqueness and integrity of our neighborhoods will be maintained and enhanced.
- Connected - We will foster accessible linkages between where we live, work, shop, and play.
- Connected - We will enable meaningful access to the natural world and recreational opportunities as a central component of community health.

Environment

- Continue to develop land use policies which support complete neighborhoods.

Housing: A Livable City

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Reinforce existing housing tools, policies, and programs while continuing to explore emerging best practices.
- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.
- Consider the sale of City-owned land that may be appropriate for housing development.
- Consider incentivizing affordability restrictions as part of City-owned property transactions, as well as the potential to return improved properties to the City's tax rolls.
- Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age.

Recreation & Open Space

- Pursue opportunities, in collaboration with partners, to create new open spaces in areas that are currently underserved.

- Pursue opportunities for new and enhanced walking and biking trails as a means of filling existing gaps and investigate paper streets, vacant land, medians, and other often overlooked areas for the potential for park linkages, trails, and other improvements to the urban landscape.
- Prioritize open space acquisition and programming toward creating linkages where there are gaps in the network, particularly between Stroudwater and the Fore River; Evergreen Cemetery and the Presumpscot River; Portland Transportation Center and Bayside; Martin's Point and the Back Cove; and the Western Waterfront and the Fore River.

Future Land Use

- *Complete Neighborhood* – Portland's Plan recognizes that strong, complete neighborhoods are fundamental to the city's overall health. Portland's intent for its predominantly residential neighborhoods is one where all residents regardless of age, ability, or income have access to the basic necessities of daily life - high quality and affordable housing, schools and other civic functions, food, open space, other amenities and services - within a walkable, bikeable distance.
- *Connecting the Chain* – Portland's Plan recognizes that physically integrated transportation systems, utilities, and open spaces provide the structure for the city's growth, and that a well-connected system is more efficient and more resilient. An integrated transportation system allows residents to access jobs, food, healthcare, and recreation from their homes while planning for an unbroken network of open space connects neighborhoods and improves access to the outdoors.

IX. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed zoning map and text amendments at a hearing on June 8, 2021. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted 4-0 (Dundon, Smith, and Chann absent) to find that the following zoning map and text amendments are consistent with the Comprehensive Plan and recommended adoption to the City Council:

1. Zoning map amendment for the area of land that includes the following addresses: Summit Street: 431, 433, 449, 451, 457; Lambert Street: 117, 125, 145, 157, 159, 165, 179, 193, 201; Auburn Street: 544, 550, 564, 574, 622, 630, 640, 660, 668, 680, 690, as presented in Attachment 2.
2. Text amendment to Chapter 14, Article 3 definition for 'Neighborhood Center' to allow food service, as presented in Attachment 3.
3. Text amendment to Chapter 14, Article 6, Table 6A, Footnote 4, to permit vertical or horizontal unit configurations in PRUDs permitted within any zone, as presented in Attachment 3.
4. Text amendment to Chapter 14, Article 7, Table 7B, Footnote 2, to simplify requirements for common open space, as presented in Attachment 3.

X. ATTACHMENTS

A. Documents

1. Project Description
2. Map and Text Amendment Checklist
3. Proposed Map Amendment
4. Proposed Text Amendment
5. Proposed Text Amendment (Neighborhood Center)
6. Consistency with Comprehensive Plan
7. Right, Title and Interest (P&S Agreement)
8. RFP for Disposition of 165 Lambert Street
9. Neighborhood Meeting Notice
10. Neighborhood Meeting Sign in Sheet
11. Neighborhood Meeting Presentation

12. Neighborhood Meeting Certification

13. Public Comment

- a. PC1: Ed Eggleston (3.27.21)
- b. PC2: Ed Eggleston (3.29.21)
- c. PC3: Ed Eggleston (4.3.21)
- d. PC4: Ed Eggleston (4.14.21)
- e. PC5: Ed Eggleston (6.8.21)

B. Plans

P1. Vicinity Plan

P2. Conceptual Site Plan