

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)

CITY COUNCIL MEETING - OCTOBER 18, 2021 AT 5:00 PM

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:

Please click the link below to join the webinar:

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

Passcode: 206775

Or One tap mobile :

US: +13017158592,,85621497951#,,, *206775# or

+13126266799,,85621497951#,,, *206775#

Or Telephone:

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

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 856 2149 7951

Passcode: 206775

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

ANNUAL MEETING:

**Annual Meeting of the Corporator of the Portland Fish Exchange Corporation -
Sponsored by Kate Snyder, Mayor**

The City Council, as Corporator of the Portland Fish Exchange, meets annually to conduct business and receive an update of activities. The Annual Report is attached in the

backup materials. The City Council will also be introduced to the new Portland Fish Exchange General Manager, Jodie York.

This item requires no formal Council action.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft October 4, 2021 City Council Meeting Minutes

PROCLAMATIONS:

APPOINTMENTS:

Order 75-21/22 Appointing Directors of the Portland Widows' Wood Society for the 2021-2022 Term - Sponsored by Jon P. Jennings, City Manager

The Portland Widows' Wood Society provides heating and utility bill assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors to the Portland Widows' Wood Society for the 2021-2022 term:

John Knox
Nancy English
Henry Donovan
Cyrus Hagge
Thomas Pierce
Cheryl Hallett
Desiree Lester

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 76-21/22 Appointing Parking Control Officers Constables - Sponsored by Jon P. Jennings, City Manager

This order appoints Parking Control Officers as Constables in order for them to use license plate recognition in enforcement of city traffic ordinances. These appointments are effective from the effective date of the order until 12:00 midnight, December 31, 2021, and are made pursuant to Portland City Code, Sections 2019 and 2019.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests.

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

LICENSES:

Order 77-21/22 Granting Municipal Officers' Approval of Stratos Hospitality, dba West End Inn. Application for Class IV/V Nonprofit at 146 Pine St. - Sponsored by Jon P. Jennings, City Manager

Application was filed on 9/28/21. New City and State applications. New owner of an existing business.

Five affirmative votes are required for passage after public comment.

Order 78-21/22 Granting Municipal Officers' Approval of 77 Free Street LLC, dba Free Street. Application for Class XI Restaurant/Lounge with Indoor Entertainment at 77 Free St. - Sponsored by Jon P. Jennings, City Manager

Application was filed on 10/5/21. New City and State applications. Location was previously Binga's Wingas Stadium.

Five affirmative votes are required for passage after public comment

COMMUNICATIONS:

Com 3-21/22 Communication re: City Manager Search Subcommittee - Sponsored by Kate Snyder, Mayor

UNFINISHED BUSINESS:

Order 72-21/22 Zoning Map Amendment Re: 43 and 91 Douglass Street from R-5 to R-5a Residential - Sponsored by the Planning Board, Brandon Mazer, Chair

On September 14, 2021, the Planning Board voted unanimously (6-0; Mazer absent) to recommend to the City Council adoption of a zoning map amendment for two parcels located at 43 and 91 Douglass Street (i.e. 57 Douglass Street) from an R-5 Residential zone to an R-5a Residential zone. This action would facilitate the development of City-owned property in accordance with a Request for Proposals (RFP) released in April of 2020, soliciting proposals for an age-inclusive and affordable housing proposal at this location.

This item must be read on two separate days. It received its first reading on October 4, 2021. Five affirmative votes are required for passage after public comment.

Written Public Comment

Order 73-21/22 Amendment to the Portland City Code Chapter 6 Re: National Electric Code - Sponsored by Jon P. Jennings, City Manager

Effective July 2, 2021, the State Department of Professional and Financial Regulation adopted the 2020 edition of the National Electrical Code ("NEC"). Section 6-98 of the City Code has adopted the 2014 edition of the NEC, and the proposed change updates the version of the NEC adopted by the City to conform to State requirements.

This item must be read on two separate days. It received its first reading on October 4, 2021. Five affirmative votes are required for passage after public comment.

Order 74-21/22 Amendment to the Portland City Code Chapter 15 Re: Amusement Device License Fees - Sponsored by Jon P. Jennings, City Manager

This amendment keeps the license fee for "amusements," including pinball machines, at \$153.00 per device up to 25 devices, and charges \$10.00 each for more than 25. This change became important upon the licensing of a business that offered dozens of amusement devices to its customers. This amendment is retroactive to September 13, 2021, should the City Council approve it, and will result in a refund of approximately \$10,725.00 to one business that has already paid fees under the existing fee structure this year. A comparable situation at the former Joker's in Portland involved a fee structure similar to the one being proposed.

This item must be read on two separate days. It received its first reading on October 4, 2021. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 79-21/22 Releasing Deed Restrictions on C Street and Valley Street - Sponsored by Jon P. Jennings, City Manager

Avesta Housing is preparing for a construction loan closing on the 200 Valley Street rental housing development project. As part of the due diligence for the closing, an examination of the title to the real estate uncovered three deeds from the City to a former owner of the property dating back to 1900 and 1907. The properties referenced include 6 C Street (064 F 015), 204 Valley Street (064 F 008) and 201 Valley Street (064 F 007). The deeds prohibit construction of buildings on the property within 5' of the street line, but the development plans and recorded subdivision plat approved by the Planning Board include less than a 5' setback.

Department of Public Works staff have been consulted and determined that there is no need to continue the 5' setback requirement in the deed, and Corporation Counsel's Office has reviewed and approved the form of the attached release deed.

Five affirmative votes are required for passage after public comment.

Order 80-21/22 Approving Findings of Fact Re: Fair Elections Portland - Sponsored by Kate Snyder, Mayor

In 2019, Fair Elections Portland submitted a petition proposing a change to the City Charter that would add a requirement in the City's Charter that the City's annual budget include "sufficient" funds to finance the campaigns of candidates for the City Council and the Board of Public Education. As contemplated by the State Home Rule Act, the City Council at the time considered whether the proposed change constituted a revision or an amendment to the City's Charter. After several public hearings and, with the advice of Corporation Counsel, the City Council determined that the proposed change constituted a charter revision rather than a more simple amendment of the Charter. Under State statute, revisions of municipal charters may not be placed directly on a ballot for voter consideration and must, instead, be considered and proposed by a Charter Commission.

Fair Elections Portland, Inc., et al. appealed the City Council's determination that the proposed charter change constitutes a revision, not an amendment. On appeal, the City

Council's action was largely upheld by both the Superior Court and the Maine Supreme Judicial Court. The Maine Supreme Judicial Court did, however, order the remand of the decision back to the City Council in order to allow the Council to provide "a statement of its basis in law and in fact" for concluding that the proposed change constitutes a revision rather than an amendment of the City Charter. That "statement" is here called Findings of Fact.

Five affirmative votes are required for passage after public comment.

Written Public Comment

Order 81-21/22 Approving and Appropriating \$4.5 Million for Land Acquisition by the Portland International Jetport - Sponsored by Jon P. Jennings, City Manager

The Portland International Jetport is requesting approval and an appropriation of \$4.5 million from its unrestricted fund balance for the acquisition of land. The parcels proposed for acquisition were specifically noted for future purchase in the Jetport's Sustainable Airport Master Plan that was accepted by the City Council in 2016.

The purchase includes five parcels totaling 4.53 acres currently held by Toye Airport Park, LLC and Toye Realty Holdings III, LLC.

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

Order 82-21/22 Approving the Homeless Services Center Ground and Building Master Leases at 654 Riverside Street - Sponsored by the Housing & Economic Development Committee, Mayor Kate Snyder, Chair, and the Finance Committee, Councilor Nicholas Mavodones, Chair

On October 5, 2021, the Housing & Economic Development Committee (HEDC) voted 4-0 to recommend to the City Council approval of these leases in substantially the form presented to them. Also, on October 7, 2021, the Finance Committee voted 3-0 to recommend to the City Council approval.

For the Homeless Services Center (HSC), a 51,690-square-foot, 200-bed facility, the cost would be capped at \$25 million for the facility construction. The \$5 million cost increase from the developer's original \$20 million proposal is due to changes required to address Planning Board approval conditions; the pandemic's impact on material costs; energy efficiency requirements associated with the Green New Deal; and site improvement expenses.

The annual rent would be fixed at \$2.701 million for 10 years, after which it would decrease by \$307,500 and include annual 2.5% escalators to \$434,489 in year 25. At the end of year 25, the City would have the option to purchase the HSC for \$1.

The \$25 million cost cap allows staff to negotiate equal or better lease terms based on additional negotiations with the developer and possible additional State of Maine and/or Cumberland County funds to support the HSC.

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

Order 83-21/22 Approving the Collective Bargaining Agreement with the Police Benevolent Association (PBA) - Sponsored by Jon P. Jennings, City Manager

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 3% effective January 3, 2021 (retroactive); 0% effective January 2, 2022 and 3% effective January 1, 2023.

Other economic agreements are as follows:

Effective January 2022 – implement the 3C retirement plan (66.6% at 25 years, no age requirement); increase the employer contribution to the 401a retirement plan, 2.5% above the current employer contribution rate; increase the 18+ year step by 2%

Article 4 Salaries – Add Traffic Investigator to the Detective pay scale

Article 4.2.2 – add DRE and Media Specialist to the part time specialty list

Article 5 Overtime – one rate for outside details set at \$52.00 per hour

Article 7 Vacations – raise the accrual cap to 200 hours but keep maximum payout at 160 hours

Establish a Retirement Health savings Account (RHSA) to be funded from employees' excess sick leave accruals

The contract term is January 1, 2021 through December 31, 2023.

The approximate total direct costs of the general wage increases are approximately one million, one hundred fifty thousand (\$1,150,000.00) dollars over the three (3) year agreement.

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

Order 84-21/22 Appropriating \$14.2 Million in American Rescue Plan Act Funding - Sponsored by Jon P. Jennings, City Manager

The City of Portland has undertaken an intensive public process to solicit input from the community on priorities for the City's allocation of State and Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021. The City is receiving \$46M of funding in two tranches, \$23M in 2021 and \$23M expected to be received in 2021. The first \$8.75M of funding was allocated as part of the FY22 budget process to sustain municipal services. This item allocates an additional \$14.2M of the first tranche payment.

Top priorities of the community and City Council for first tranche funding included community recreation facilities, parks and public spaces maintenance, affordable housing programs, homeless services, public health, childcare program assistance, and expansion

of public restrooms. On October 7, 2021 the Finance Committee voted (3-0) to approve these funding recommendations and bring them to the full City Council. Complete details on the public outreach process, funding priorities identified, specific project recommendations and backup materials can be found in the agenda item attachments.

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

AMENDMENTS:

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

EXECUTIVE SESSION:



PORTLAND FISH EXCHANGE

6 Portland Fish Pier | Portland, ME 04101
Toll Free 1-866-633-4741 | Tel 207-773-0017 | www.pfex.org

October 18, 2021

Mayor Snyder and Members of the Portland City Council:

We are submitting to you our yearly summary of business from the Portland Fish Exchange, as we are required to do at the annual meeting of the Corporator.

The Exchange is owned by the City of Portland and operated by a nonprofit Board of Directors. Although a local facility, the business of the Exchange extends throughout New England, as our harvesters and buyers provide for the retail and restaurant industries.

As you are aware, the volume of business conducted at the Exchange has declined substantially from its inception and also from just a few years ago, largely because of ever more restrictive fishing regulations nationally and regionally and important differences in state laws among New England states regarding seafood. The pandemic added to our business challenges as restaurants closed, unemployment increased and the Maine economy slowed. We were the recipients of two federal Paycheck Protection Program grants, along with financial assistance from the Fish Pier Authority, which kept us alive. We expected a slow recovery from that during 2021, which has been the case, as the industries our customers support work to recover their hold in the economy.

The Exchange has lost its long-time general manager to retirement last year, and after a failed effort to find his replacement, Jodie York now has the task of steering the Exchange through the uncertain future.

We are participating in the Fish Pier Authority Strategic Planning process, which looks to gather ideas from the community and related industries and consider business methods and longer term thinking to sustain ourselves financially and to increase our efforts for Maine's fishing economy. Our Board is looking forward to the collaboration on some key areas for change.

We appreciate the continued support that the City of Portland offers us and the tireless efforts of Bill Needleman for our cause. We also want to recognize to the Council our outgoing Council member, Nick Mavodones, who has provided stable guidance and connection to the City; we will miss his presence.

Respectfully,

Ellen Sanborn, President
Portland Fish Exchange Board of Directors



PORTLAND FISH EXCHANGE

Managers' Report for Fiscal Year 2021

This report is a short summary of Portland Fish Exchange's, (PFE), Fiscal Year 2021 operational & fiscal performance that commenced May 1, 2020 and closed on April 30, 2021

Business Commentary:

PFE's core service is providing to commercial fisherman and processors the unloading, sorting and auctioning of groundfish, which continues to be PFE's main revenue source. Additionally, PFE provides an outside area & equipment to offload pelagic species, such as herring and menhaden along with high-volume, single-species off-auction unloading.

For FY21, groundfish, herring /menhaden and off-auction landings amounted to:

	Actual	Budget	Variance
Groundfish	1.3M lbs.	2M lbs.	-700K lbs.
Herring	2.5M lbs.	1.5M lbs.	+1M lbs.
Off-Auction**	98K lbs.	150K lbs.	-52K lbs.

**Whole monkfish were the majority of off-auction landings

Seller Commentary:

36 unique vessels landed at PFE during FY2021, 3 more than the previous year - the top four vessels landed, (% to total), were 17%, 14%, 10% and 9%. Vessels were divided fairly equally between trawlers & gillnetters with 18 vessels trucking fish to PFE from another port. (Port Clyde, Kennebunk, Ocean Park, Boothbay, Portsmouth & Rye New Hampshire)

Federally managed groundfish allocations for Fishing Year 2021, (please note, a Fishing Year is named for the year it begins in and runs from May 1 to April 30), remained mostly unchanged from the previous year.

Buyer Commentary:

There were 17 active PFE buyers that participated on auction during FY21.

The top four buyers purchased 23%, 17%, 15% and 11% of the 1.28M lbs. consigned to auction.

Revenue Commentary:

Revenue type:	To Total Revenues
Fish Fees	33%
Rental	18%
Box/Carton	3%
Warehousing	4%
Other	42%

The revenue mix stayed relatively similar to the prior fiscal year although the actual percentages were down this year. New York auction sales were greatly reduced by the pandemic. The auction buyers that typically box their fish did not do so throughout the majority of the year.

Expense Commentary:

Expense type:	To total Expenses
Labor (operations & administration)	71%
Utilities	18%
IT/Network	5%
Other	6%

Labor is PFE's largest expense – as a service organization PFE is dependent on our staff to provide all our buyer & seller client needs. There was an increase in labor expenses when the employees' hourly rates were increased due to state of emergency hazard pay during the pandemic. There was a change in general management twice over the past year which caused the administration expenses to increase dramatically during the transition overlaps. The operations team also experienced an overlap when the operations manager position transitioned to a new employee.

Conclusion:

Although ground fish landings have been reduced, PFE continues to provide an important market platform for harvesters of groundfish for the entire State of Maine and some Southern New Hampshire vessels. To remain sustainable, PFE will continue exploring and securing other potential revenue sources to better diversify the revenue portfolio.

Jodie York, General Manager

ZOOM INFORMATION:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84217109286?pwd=NzBPM2hQaDB0NWFBWmpHck1lbnRpQT09>

Passcode: 970838

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Webinar ID: 842 1710 9286

Passcode: 970838

International numbers available: <https://us02web.zoom.us/j/84217109286?pwd=NzBPM2hQaDB0NWFBWmpHck1lbnRpQT09>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 5:03 PM. (Councilor Ray arrived during the minutes).

ANNOUNCEMENTS:

Announcement by Katherine L. Jones, City Clerk, regarding early voting

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft September 20, 2021 City Council Meeting Minutes

Motion was made by Councilor Ali and seconded by Councilor Zarro to approve the minutes of the September 20, 2021 City Council meeting. Passage 8-0.

PROCLAMATIONS:

Proclamation 9-21/22 Recognizing October 10, 2021 as World Mental Health Awareness Day - Sponsored by Pious Ali, Councilor

Proclamation 10-21/22 Recognizing Indigenous Peoples' Day 2021 - Sponsored by Kate Snyder, Mayor

CONSENT ITEMS:

Order 60-21/22 Declaring November 6, 2021 the Shipyard Old Port Half Marathon and 5K Festival - Sponsored by Jon P. Jennings, City Manager

Order 61-21/22 Granting Central Maine Power an Easement at Presumpscot Elementary School - Sponsored by Jon P. Jennings, City Manager

Order 62-21/22 Declaring February 15 to February 28, 2022 the CarnavalME Festival - Sponsored by Jon P. Jennings, City Manager

Order 63-21/22 Setting the Time for Opening and Closing of Polls on November 2, 2021 Re: General Municipal Election and State Referendum - Sponsored by Katherine L. Jones, City Clerk

Motion was made by Councilor Ray and seconded by Councilor Chong to approve the Consent items. Passage 8-0.

LICENSES:

Order 64-21/22 Granting Municipal Officers' Approval of Rosemont Market Inc, dba Rosemont Market and Wine Bar. Application for Outdoor Dining on Private Property at 42 Resurgam Pl. - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Mavodones for passage. Passage 8-0.

Order 65-21/22 Granting Municipal Officers' Approval of Perfect Pie 2, LLC, dba Pizzaiolo. Application for Combined Entertainment at 865 Forest Ave. - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Ali for passage. Passage 8-0.

Order 66-21/22 Granting Municipal Officers' Approval of Smallaxe LLC, dba East Ender. Application for Indoor Entertainment at 47 Middle St. - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Zarro for passage. Passage 8-0.

Order 67-21/22 Granting Municipal Officers' Approval of Arcadia Gaming and Pizza Parlor LLC, dba Arcadia. Application for Class XI Restaurant/Lounge with Indoor Entertainment, 50 Amusement Devices and 50 Pinball Machines at 504 Congress St. - Sponsored by Jon P. Jennings, City Manager

Councilor Fournier recused herself as her husband works for Arcadia.

Motion was made by Councilor Ray and seconded by Councilor Mavodones for passage. Passage 7-0 (Fournier recused).

Written Public Comment

RESOLUTIONS:

Resolve 3-21/22 Urging the Adoption of Precautionary Measures to Slow the Spread of COVID-19 - Sponsored by Kate Snyder, Mayor

Motion was made by Councilor Ray and seconded by Councilor Mavodones for passage. Passage 8-0.

UNFINISHED BUSINESS:

Order 48-21/22 Order Declaring an Emergency - Sponsored by Kate Snyder, Mayor

Motion was made by Mayor Snyder and seconded by Councilor Ray to amend Order 43 by deleting "the fourth paragraph" as illustrated in the back up materials for passage. Passage 5-3 (Fournier, Ali, Zarro).

Motion was made by Councilor Mavodones and seconded by Councilor Zarro as amended. Passage 5-3 (Fournier, Ali, Zarro).

Written Public Comment

Order 54-21/22 Appointing Local Health Officer Bridget Rauscher Constable - Sponsored by Kate Snyder, Mayor

Motion was made by Councilor Mavodones and seconded by Councilor Ray to postpone Order 54 indefinitely. Passage 8-0

Order 58-21/22 Appropriating \$150,000 from the Housing Trust Fund to Developers Collaborative Predevelopment LLC Re: Phoenix at Danforth - Sponsored by the Housing & Economic Development Committee, Mayor Kate Snyder, Chair

Motion was made by Councilor Ali and seconded by Councilor Chong for passage. Passage 8-0.

Order 59-21/22 Amendment to the Portland City Code Chapter 2 Re: Additional Senior Tax Relief - Sponsored by the Finance Committee, Nicholas Mavodones, Chair

Motion was made by Councilor Mavodones and seconded by Councilor Ali for passage. Passage 8-0.

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 the Housing & Economic Development Committee, Mayor Kate Snyder, Chair

Motion was made by Councilor Mavodones and seconded by Councilor Ali to postpone Order 259 indefinitely. Passage 8-0.

ORDERS:

Order 68-21/22 Adopting the 2020 Community Development Block Grant Priority Task Force Report with 2021 Addendum, as amended - Sponsored by the Housing & Economic Development Committee, Mayor Kate Snyder, Chair

Motion was made by Councilor Ali and seconded by Councilor Ray for passage. Passage 8-0.

Order 69-21/22 Appropriating \$10,000 for a Rail Study - Sponsored by Kate Snyder, Mayor

Motion was made by Mayor Snyder and seconded by Councilor Ray to waive the second reading. Passage 8-0.

Motion was made by Mayor Snyder and seconded by Councilor Ray for passage as an emergency. Passage 8-0.

Order 70-21/22 Appointing Danielle P. West as Interim City Manager - Sponsored by Kate Snyder, Mayor

Motion was made by Mayor Snyder and seconded by Councilor Ray for passage. Passage 8-0.

Order 71-21/22 Appointing Jennifer Thompson Acting Corporation Counsel - Sponsored by Kate Snyder, Mayor

Motion was made by Mayor Snyder and seconded by Councilor Mavodones for passage. Passage 8-0.

AMENDMENTS:

Order 72-21/22 Zoning Map Amendment Re: 43 and 91 Douglass Street from R-5 to R-5a Residential - Sponsored by the Planning Board, Brandon Mazer, Chair

This is its first reading.

Order 73-21/22 Amendment to the Portland City Code Chapter 6 Re: National Electric Code - Sponsored by Jon P. Jennings, City Manager

This is its first reading.

Order 74-21/22 Amendment to the Portland City Code Chapter 15 Re: Amusement Device License Fees - Sponsored by Jon P. Jennings, City Manager

This is its first reading.

Motion was made by Councilor Ali and seconded by Councilor Ray to adjourn. Passage 8-0 at 7:19 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 30, 2021

SUBJECT: Order 75-21/22 Appointing Directors of the Portland Widows' Wood Society for the 2021-2022 Term - 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 (If no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Portland Widows' Wood Society provides heating and utility bill assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors to the Portland Widows' Wood Society for the 2021-2022 term:

John Knox
Nancy English
Henry Donovan
Cyrus Hagge
Thomas Pierce
Cheryl Hallett
Desiree Lester

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. Widows' Wood Society 10.18.2021

Prepared by:

Date: 09/30/2021

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 APPOINTING DIRECTORS OF
THE PORTLAND WIDOWS' WOOD SOCIETY FOR THE 2021-2022 TERM**

ORDERED, that the following persons are hereby appointed as Directors of the Widows' Wood Society for the City of Portland for a term to end November 1, 2022:

Name	Address
Henry L. Donovan	15 Clifford Street, Portland
Nancy English	40 Park Avenue, Portland
Cyrus Hagge	45 Turner Street, Portland
Cheryl Hallett, Treasurer	22 Pride Farm Road, Falmouth
John C. Knox, President	44 Bramblewood Drive, Portland
Desiree Lester	74 Melbourne St., Portland
Thomas M. Pierce	52 Foreside Common Drive, Falmouth

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 5, 2021

SUBJECT: Order 76-21/22 Appointing Parking Control Officers Constables - 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 Parking Control Officers as Constables in order for them to use license plate recognition in enforcement of city traffic ordinances. These appointments are effective from the effective date of the order until 12:00 midnight, December 31, 2021, and are made pursuant to Portland City Code, Sections 2019 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests.

Five affirmative votes are required for passage of consent items 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. Constable Appointments for Parking Division for License Plate tech 10.18.2021

Prepared by:

Date: 10/05/2021

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 APPOINTING
PARKING CONTROL OFFICERS CONSTABLES**

ORDERED, that the following Parking Control Officers are hereby appointed constable for the 2021 calendar year:

Erik Carlstrom
Harold Carter
John Dalbec
Jason Haigh
Maggie Lane
Kyle McNair
Eric Peterson
Ann Rand
Sam Wasko
Kahlil Brown; and

BE IT FURTHER ORDERED, that these appointments shall be effective from the effective date of this order until 12:00 midnight, December 31, 2021; and

BE IT FURTHER ORDERED, that this appointments is pursuant to Sections 20-19 and 20-19.5, Portland City Code, and this constable is not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 5, 2021

SUBJECT: Order 77-21/22 Granting Municipal Officers' Approval of Stratos Hospitality, dba West End Inn. Application for Class IV/V Nonprofit at 146 Pine St. - 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 9/28/21. 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. West End Inn
2. 2021.10.18_councilPacket_WestEndInn

Prepared by:

Date: 10/05/2021

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:

**Stratos Hospitality LLC, dba West End Inn. Application for Class IV/V Nonprofit at 146
Pine Street.**

9/20/2021

Stratos Hospitality, LLC
400 Congress Street #15103
Portland, ME 04112

To Whom it may concern,

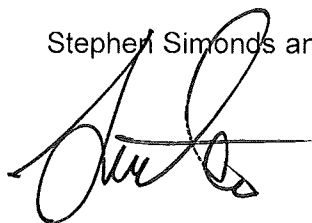
Stratos Hospitality, LLC is excited to contribute to Portland's thriving hospitality industry and is currently under contract to take over ownership of the West End Inn at 146 Pine Street. Stratos Hospitality, LLC is owned by partners Ronald Chiu and Stephen Simonds, a Maine native and current Portland resident.

In order to provide the level of amenities guests have enjoyed and come to know at the West End Inn, we are seeking approval for a liquor license to continue the operation of a wine and beer bar available to guests during their stay.

Thank you for your consideration, and we look forward to working with the City of Portland.

Sincerely,

Stephen Simonds and Ronald J. Chiu

A handwritten signature in black ink, appearing to be a combination of the names Stephen Simonds and Ronald J. Chiu, written in a cursive, flowing style.

CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	West End Inn
Location Address:	146 Pine Street Portland, ME Zip: 04102
If new, what was formerly at this location:	Bed & Breakfast (transfer of ownership)
Mailing Address:	400 Congress St. #15103 Portland, ME Zip: 04112
Contact Person:	Stephen Simonds
Contact Person Email:	simonds08@gmail.com
Manager of Establishment:	Stephen Simonds Date of Birth: 03/23/1990
Owner of Premises (Landlord):	146 Pine, LLC
Address of Premises Owner:	400 Congress Street #15103 Portland, ME Zip: 04102

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	
Stratos Hospitality, LLC		400 Congress Street #15103, Portland Zip: 04112	
Contact Person:	Stephen Simonds	Phone:	207 467-5104
Principal Officers	Title	Date of Birth	Residence Address
Stephen Simonds	member	03/23/90	58 Hammond St. #3 Portland, ME
Ronald Chiu	member	01/13/85	1146 Magnolia Ln. Libertyville, IL 60048
Class of Liquor License:	Class A Class B Class C Class D Class V (B+B)		

CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	<u>Breakfast</u>	
Please circle all that will be served:	<u>Beer</u>	<u>Wine</u>
Projected percentage of sales:	Generated from Food: <u>N/A</u>	Generated from Alcohol: <u>less than 5%</u>
Hours & days of operation:	<u>24/7</u>	

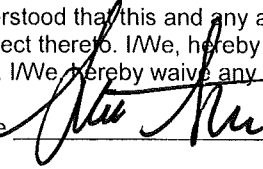
QUESTIONS

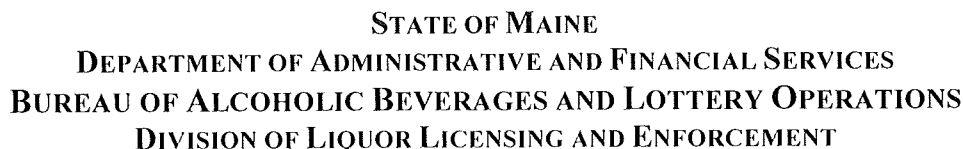
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N Y/ ☒
If No, please explain: <u>Breakfast Only</u>	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/ ☒
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/ ☒
Will you permit dancing after 1:00 a.m.?	Y/ ☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/ ☒
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/ ☒
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/ ☒
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/ ☒
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/ ☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/ ☒
If Yes, please explain:	

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

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

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

Signature  Title member Date 9/1/2021



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 ☐	

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A):
Stratos Hospitality, LLC	West End Inn
Individual or Sole Proprietor Applicant Name(s):	Physical Location:
	146 Pine Street, Portland, ME 04102
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
	400 Congress Street #1503 Portland, ME
Mailing address, if different from DBA address:	Email Address:
400 Congress St. #1503 Portland, ME 04112	simonds08@gmail.com
Telephone # Fax #:	Business Telephone # Fax #:
207-467-5104 N/A	207-467-5104 N/A
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
87-2429106	1221303
Retail Beverage Alcohol Dealers Permit:	Website address:
2021-SOT REG-03154-I	westendbb.com

1. New license or renewal of existing license? ☒ New Expected Start date: 10/28/2021
☐ Renewal Expiration Date: _____
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: _____ Beer, Wine or Spirits: _____ 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:

58 Hammond Street #3 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
Stephen Simonds	03/23/1990	mobile, Alabama

Residence address on all the above for previous 5 years

Name	Address:
Stephen Simonds	58 Hammond Street #3 Portland, ME
Name	Address:
	8410 Bridgton Rd. Sebago, ME
Name	Address:
	146 5th Ave NY, NY
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: 6

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)

~~6 guest rooms~~, 12 seat dining room, living room

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: First Church of Christ, Scientist

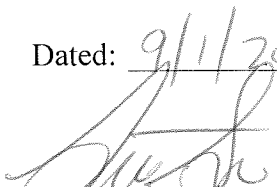
Distance: 354 ft.

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: 9/11/2021


Signature of Duly Authorized Person

Signature of Duly Authorized Person

Stephen Simonds
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

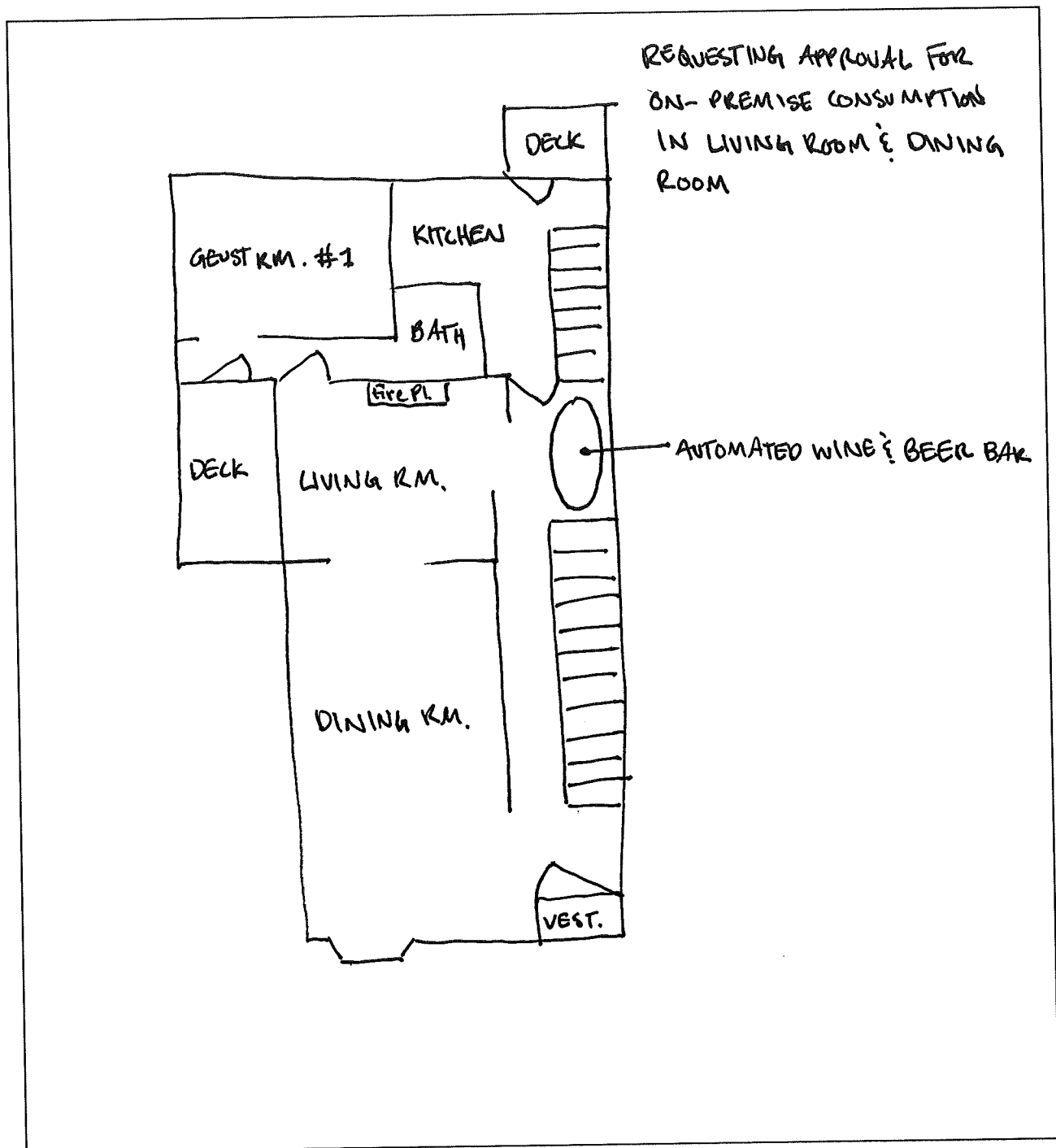
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

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.



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: Stratos Hospitality, LLC
2. Doing Business As, if any: West end Inn
3. Date of filing with Secretary of State: 8/27/2021 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)

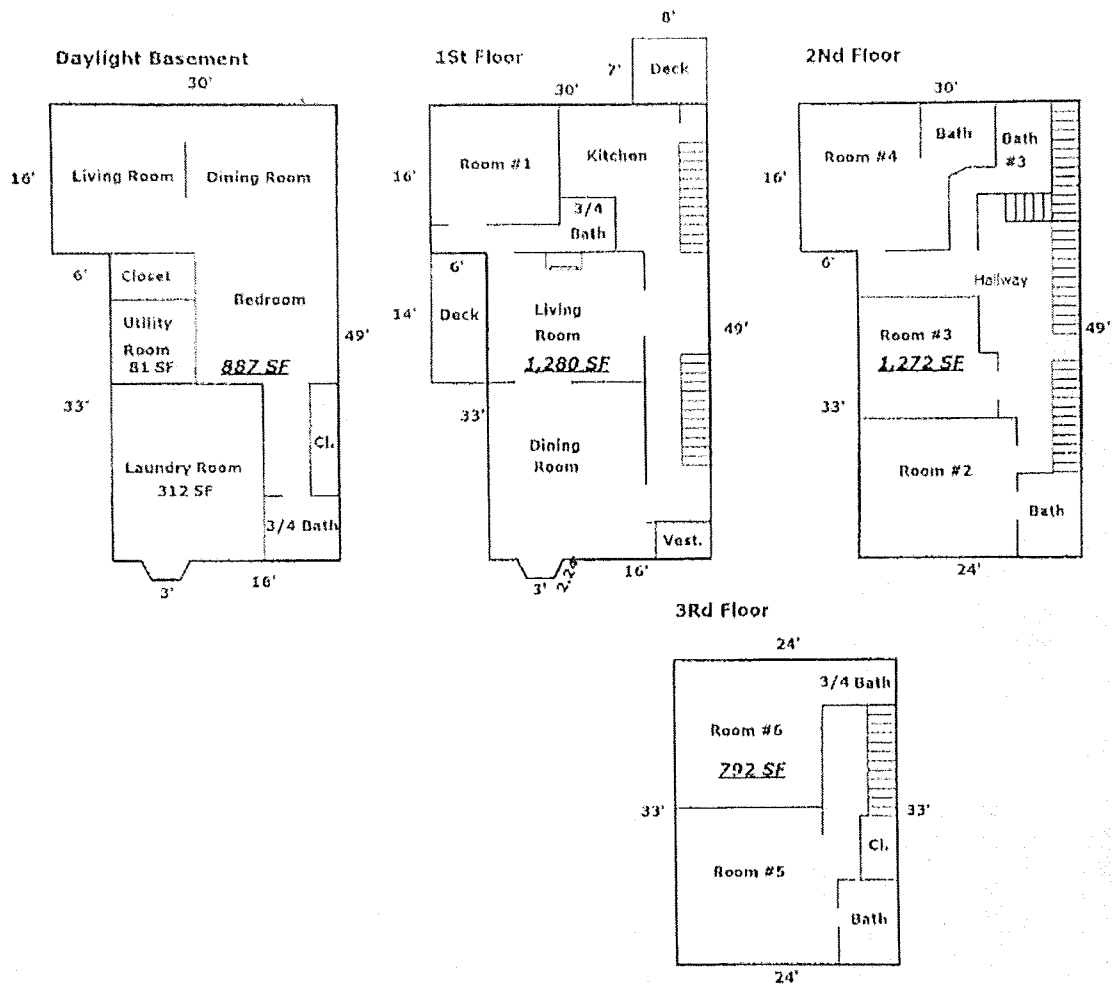
Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Stephen Simonds	58 Hammond St. #3 Portland, ME	03/23/90	member	50%
	8490 Bridgton Rd. Sebago, ME			
	146 5th Ave. NY, NY			
Ronald Chiu	1146 Magnolia Ln. Libertyville, IL 60048	1/13/85	member	50%
	7068 winter Rose Path Columbia, MD 21045			
	320 E. 42nd St. #805 NY, NY 10017			

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

Gross Building Area: 4,231 Square Feet

Bed and Breakfast Area: 3,344 Square Feet

Owner's Quarters: 887 Square Feet



TOTAL Sketch by A. La Mode, Inc.

Area Calculations Summary

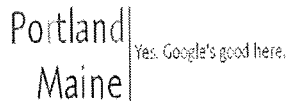
West End Inn Sample Menu

Food:

Pancakes
Waffles
Quiche
Bread Pudding
Eggs
French Toast
Eggs Benedict
Omelet
Crepes
Bagels
Fresh Fruit
Oatmeal
Biscuits
Bacon
Sausage

Beverages:

Orange Juice
Coffee
Tea



Zachary Lenhert <zlenhert@portlandmaine.gov>

West End Inn

Eric Nevins <ericon@portlandmaine.gov>

Sat, Oct 2, 2021 at 1:01 PM

To: Zachary Lenhert <zlenhert@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>

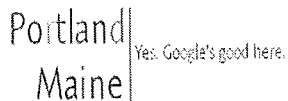
Approved.

On Wed, Sep 29, 2021 at 10:47 AM Zachary Lenhert <zlenhert@portlandmaine.gov> wrote:

[Quoted text hidden]

--

Eric Nevins
Lieutenant
Portland Police Department
(207) 874-8513



Zachary Lenhert <zlenhert@portlandmaine.gov>

West End Inn

Dan DeLuna <ddeluna@portlandmaine.gov>

Wed, Oct 13, 2021 at 12:26 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erich@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Hi Zach,

A bed and breakfast with 5-9 rooms with service of malt, vinous and spiritous liquors consumed on the premises where sold (Class V) is allowed as a conditional use in the R-6 Zone per Table 6-A in Chapter 14, City Code of Ordinances.

They already have permit approval & CO to operate as a bed and breakfast, so they are all set with zoning. I've signed off in Energov.

Thank you,

Dan

[Quoted text hidden]



CITY OF PORTLAND
Permitting and Inspections Department

October 13, 2021

Stratos Hospitality, LLC
400 Congress St. #15103
Portland, ME 04112

Re: Stratos Hospitality LLC, dba West End Inn. Application for Class IV/V Nonprofit at 146 Pine St.

Dear Stratos Hospitality LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday October 18, 2021 at 5:00 p.m.**, for the review of application for application for Class IV/V Nonprofit at 146 Pine St. The meeting will take place virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on October 15, 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 at 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 October 18, 2021 at 5:00 P.M., virtually, Stratos Hospitality LLC, dba West End Inn. Application for Class IV/V Nonprofit at 146 Pine St. - Sponsored by Jon P. Jennings, City Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 7, 2021

SUBJECT: Order 78-21/22 Granting Municipal Officers' Approval of 77 Free Street LLC, dba Free Street. Application for Class XI Restaurant/Lounge with Indoor Entertainment at 77 Free St. - 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 10/5/21. New City and State applications. Location was previously Binga's Wingas Stadium.

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. Free Street
2. 2021.10.18_CouncilPacket_FreeStreet

Prepared by:

Date: 10/07/2021

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:**

**77 Free Street LLC, dba Free Street. Application for Class XI Restaurant/Lounge with
Indoor Entertainment at 77 Free Street**

LETTER OF INTENT

9/24/21

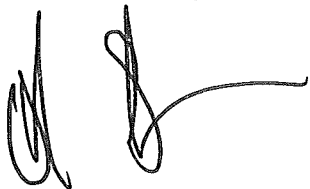
GREETINGS TO THE MAYOR AND
MEMBERS OF THE CITY COUNCIL.
ON BEHALF OF 77 FREE STREET
LLC, WE WOULD LIKE TO THANK
YOU FOR YOUR TIME AND CONSIDERATION.

OUR INTENTION IS TO PROVIDE THE
BEST FOOD, DRINK, AND SERVICE
THAT WE CAN OFFER TO THE GREAT
CITY OF PORTLAND, MAINE.

WE LOOK FORWARD TO CONTRIBUTING
AND COLLABORATING WITH YOU.

IF THERE ARE ANY QUESTIONS, PLEASE

FOLLOW UP WITH:



ELI SHAPIRO
(857)919-6454
77 FREE STREET
PORTLAND, ME
04101



CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	FREE STREET	Phone:	207 613 9106
Location Address:	77 FREE STREET	Zip:	04101
If new, what was formerly at this location:	BINGA'S WINGAS STADIUM		
Mailing Address:	77 FREE ST PORTLAND, ME	Zip:	04101
Contact Person:	ELI SHAPIRO	Phone:	857 919 6454
Contact Person Email:	mreli.shapiro@gmail.com		
Manager of Establishment:	ELI SHAPIRO	Date of Birth:	7/18/83
		Phone:	857 919 6454
Owner of Premises (Landlord):	MICHAEL KAPLAN		
Address of Premises Owner:	49 OCEAN AVENUE PORTLAND, ME	Zip:	04103

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	
77 FREE STREET LLC		77 FREE ST PORTLAND, ME Zip: 04101	
Contact Person:	ELI SHAPIRO	Phone:	857 919 6454
Principal Officers	Title	Date of Birth	Residence Address
JAMES DUHAMEL	OWNER	8/16/84	45 MIDDLE ROAD, FALMOUTH 04105
JAY TOWN	OWNER	9/21/84	12 EDGEMERE RD GRAY 04039
ELI SHAPIRO	OWNER	7/18/83	4 CRESCENT LANE RAYMOND 04071
Class of Liquor License:		CLASS X1	



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	AMERICAN		
Please circle all that will be served:	Beer	Wine	Liquor
Projected percentage of sales:	Generated from Food: 60	Generated from Alcohol: 40	
Hours & days of operation:	M-F 4PM-1AM SAT+SUN 11AM-1AM		
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
If No, please explain:			
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?			Y/N Y
If yes, give the distance:			
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)			Y/N Y
Will you permit dancing after 1:00 a.m.?			Y/N Y
Will you have outside dining? (If yes, an Outdoor Dining Application is required)			Y/N Y
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 Y
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____			
What is your targeted opening date?			OCTOBER 22, 2021
Does the Issuance of this license directly or indirectly benefit any City employee(s)?			Y/N Y
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
If Yes, please list business name(s) and location(s):			
Is any principal officer under the age of 21?			Y/N Y
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?			Y/N Y
If Yes, please explain:			ELI SHAPIRO DUI IN 2010

I, ELI SHAPIRO 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 [Signature] Title OWNER Date 9/23/21



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):	FREE STREET Phone: 207 613 9106
Location Address:	77 FREE ST PORTLAND, ME Zip: 04101
Owner Name:	ELI SHAPIRO Phone: 857 919 6454
Owner Email:	mreli.shapiro@gmail.com
Contact Person responsible for Entertainment:	ELI SHAPIRO Phone: 857 919 6454
Contact Person Email:	mreli.shapiro@gmail.com
Manager of Establishment:	ELI SHAPIRO Phone: 857 919 6454
Manager Email:	mreli.shapiro@gmail.com

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment: A RESTAURANT THAT PROVIDES FOOD AND DRINK WITH OCCASSIONAL LIVE MUSIC
--

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 9/23/21

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

Sound Mitigation Plan for 77 Free Street, LLC d/b/a Free Street

Prepared on 10/1/2021 by: James W. Duhamel, co-owner of Free Street, LLC and Professional Sound Technician.

The purpose of this plan is to provide an accurate sound representation of the proposed entertainment area at Free Street (Previously used as a club/dance room at former Bingas Stadium).

Exhibit A: Diagram of existing space. (Attached)

Exhibit B: Specifications of proposed equipment (Attached)

History

Free Street is located in the space previously occupied by Bingas Stadium, a sportsbar and nightclub. The other (approximate) half of the building at building at 77 Free Street also houses Arcadia, a bar/arcade. This space was previously occupied by Port City Music Hall. As such, the space has already been treated with acoustic foam.

Existing Venue and Sound levels

The concrete walls and ceiling of this building and basement area do not allow concerning amounts of noise to escape the basement. We have measured a live band performing in the venue (at stage front) at 90-110 Decibels. The sound level on Free Street was then measured at 40-60 decibels (comparable to the sound of normal conversation or a refrigerator hum). Sound levels were then measured outside on Free Street near the main entrance when no performance was happening. We similarly measured 40-60 decibels of ambient city noises (vehicle traffic, pedestrians). There is no noticeable or measurable difference in sound levels during live performances.

Proposed Improvements

The improvements Free Street will make to its basement club room are primarily to improve sound quality, (reverberations and feedback issues), not to reduce volume levels.

The club room improvements will consist of:

- Addition of **(2)** new PA speakers and **(2)** Subwoofers (see attached spec sheets)

- Addition of new sound mixing panel (see attached spec sheets)

- Addition of class A fire rated curtains and/or acoustic foam panels over approximately 50% of wall space to reduce sound reflections (reverb and flutter echo) and enhance overall sound quality. See attached specs)

Capacity does not allow more than 250 people in the basement club room, so on-site sound monitors would not be applicable.

Anticipated Sound Levels

Sound levels inside the club room with range from ambient (40-60 decibels) to loud (80-100 decibels) during performances. Sound levels outside the immediate premises will remain unaffected by performance sound levels.

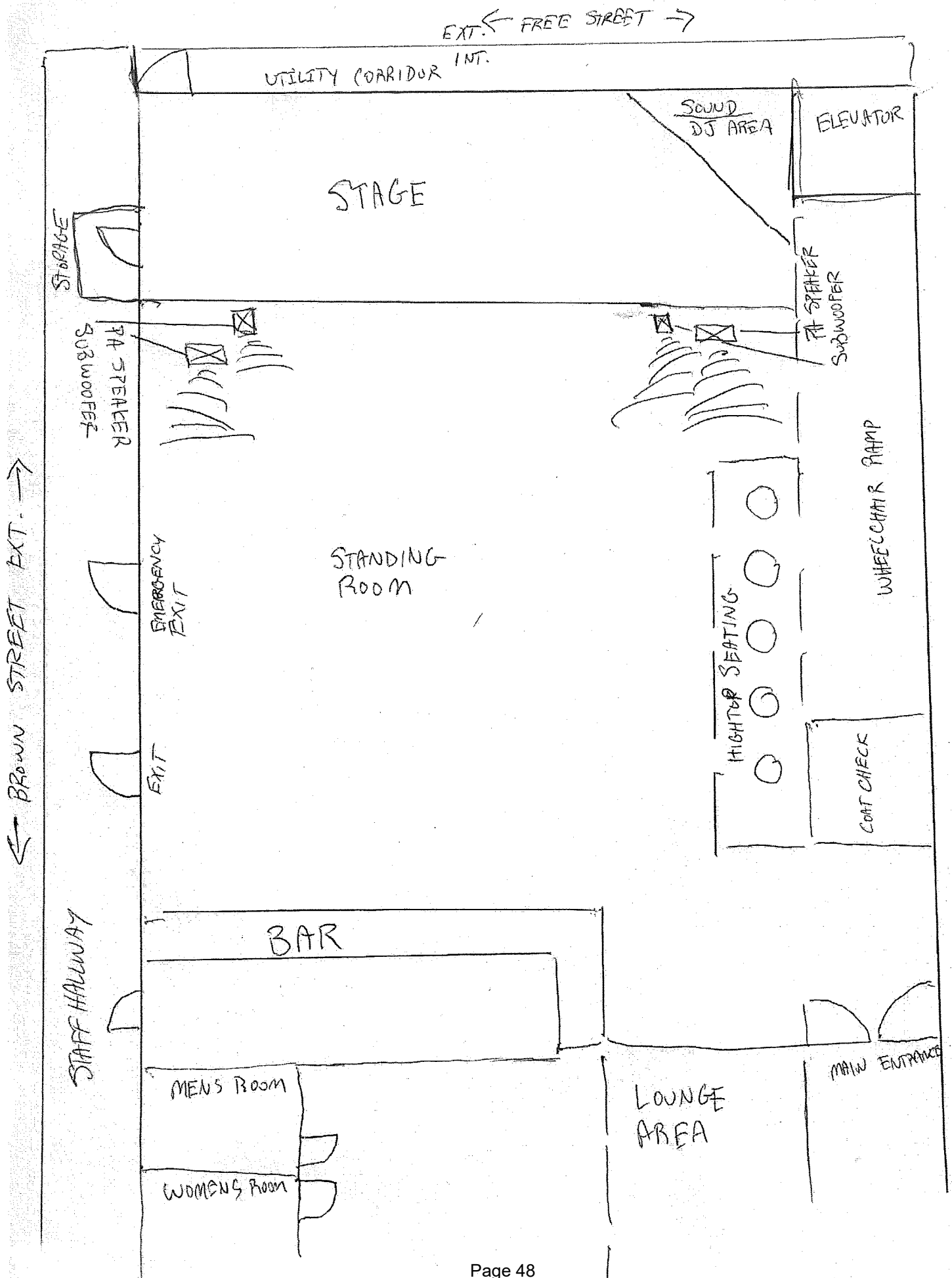


Exhibit B

QSC KW153 1000W 15 inch 3-way Powered Speaker

Powered:	Yes
Power Configuration:	Bi-amped
LF Driver Size:	1 x 15"
HF Driver Size:	6.5" (Mid), 1.75" (H)
LF Driver Power Amp:	500W (Class D)
HF Driver Power Amp:	500W (Class D, Shared Between Mid and HF)
Total Power:	1000W

Inputs:	1 x XLR/TRS Combo (Mic/Line), 1 x XLR/TRS Combo (Line), 2 x RCA
Outputs:	2 x XLR (Direct), 1 x XLR (Line)
Frequency Range:	35Hz-20kHz (-10dB)
Crossover Frequency:	500Hz, 2.1kHz
Maximum Peak SPL:	134dB
Horizontal Coverage Angle:	75 Degrees
Vertical Coverage Angle:	75 Degrees (Axisymmetric)

Enclosure Material:	15mm Birch Plywood
Mounting Options:	Floor, Pole Mount with 1.37" socket, 11 x M10 Fly Points
Power Source:	Standard IEC AC cable
Height:	43.1"
Width:	18.5"
Depth:	16.8"
Weight:	87 lbs.
Manufacturer Part Number:	KW153

Electro-Voice ELX200-18SP 18 inch Powered Subwoofer

Powered/ Unpowered:	Powered
LF Driver Size:	18" EVS-18L woofer
Power Rating:	1200W
Inputs:	2 x XLR-1/4" combo
Outputs:	2 x XLR (thru)
Frequency Range:	40Hz-145Hz (-10dB)
Frequency Response:	47Hz-105Hz (-3dB)
Crossover Frequency:	Low Pass 80Hz, 100Hz, 120Hz, 150Hz

Maximum Peak SPL:	132 dB SPL
Signal Processing:	QuickSmart DSP, QuickSmart Mobile app
Wireless :	Bluetooth
Mounting Options:	M20 Pole Mount Plate
Enclosure Material:	15mm Plywood with EVCoat
Height:	23.62"
Width:	19.96"
Depth:	22.6"
Weight:	63.93 lbs.

**Manufa
cturer
Part
Numbe
r:**

F.01U.351.453

Microperf Ceilings & Walls

Microperf ceiling and wall panels use cutting-edge acoustical technology, enabling sound mitigation without the look or feel of typical absorber panels. Engineered to appear like a standard millwork panel, they have excellent sound absorption properties. Their lightweight design allows panels to be mounted in a variety of methods. Built with a fiberglass core, Microperf panels are available in wood veneer, vinyl, and can be painted or stained to match.

FEATURES

APPEARANCE & COLOR

Uncompromised aesthetics
Lightweight, impact resistant and rigid
Low reactivity to seasonal changes in temperature and humidity
Can be hung like traditional wall panels using Z-clips or installed on HD T-Bar grid
Face options: real wood veneer or vinyl
Can be prefinished with clear lacquer or stained to match
Available in solid & wood veneer in the species shown below*

CORE / FIRE RATING

Class A Fire Rating

ACOUSTICAL ABSORPTION

Microperf 3/4": NRC Rating .70

Microperf 1": NRC Rating .90

WEIGHT

¾": 1.2 lbs. / sq. ft.; 1": 1.3 lbs. / sq. ft.

SIZES

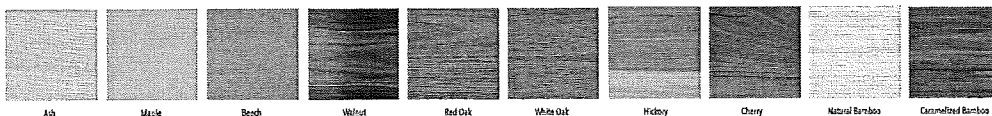
Panel thickness: ¾", 1"; maximum width/length: 5' x 12'

MOUNTING OPTIONS

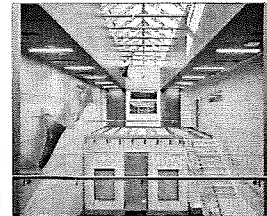
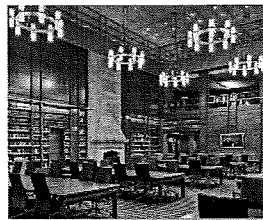
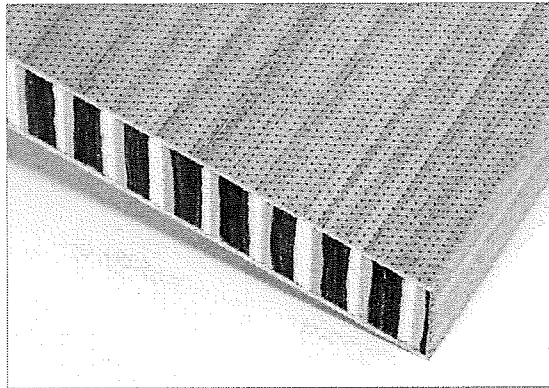
Ceilings: Lay-in or tegular lay-in; torsion spring

Walls: Z-clip / Z-Bar

COLOR CHART



*Different species may increase production lead time. Natural wood products vary in color and grain. Due to differences in printing, actual color may differ from images above.



123 Columbia Court North, Chaska, MN 55318 | 888.258.4637 | 952-448-6905
sales@asiarchitectural.com | www.asiarchitectural.com

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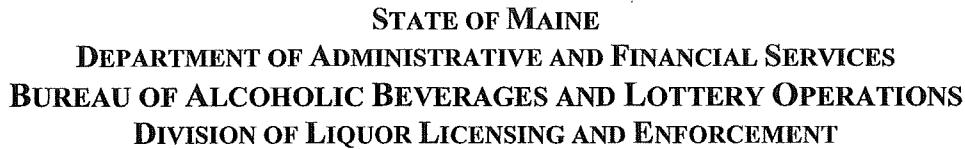
Behringer X32 40-channel Digital Mixer

Type:	Digital
Channels:	40
Inputs - Mic Preamps:	32 x XLR
Phantom Power:	32 x Channels
Outputs - Main:	16 x XLR, 2 x XLR (monitor), 2 x 1/4" TRS (monitor)
Outputs - Digital:	1 x XLR (AES)
Send/Return I/O:	1 x Dual RCA Stereo (aux in), 6 x 1/4" TRS (aux in), 1 x Dual RCA Stereo (aux out), 6 x 1/4" TRS (aux out)

Busses / Groups :	25 total (16 x bus, main LCR, 6 x matrix)
Inserts:	Yes
Talkback:	1 x XLR
MIDI I/O:	In/Out
Data I/O:	1 x Ultraset, 2 x AES50, 1 x Ethernet
Headphones:	2 x 1/4" TRS (stereo)
USB:	2 x Type B, 1 x Type A
Computer Connectivity:	USB
I/O Expansion Slots:	1 x slot (32-channel USB audio interface)
Faders:	25 x 100mm (motorized)

A/D Resolution:	24-bit/48kHz
EQ Bands:	4-band EQ (channel strip), 6-band EQ (mix bus)
Effects:	Yes
Signal Processing:	Gate, Compressor
Features:	1 x 4-pin (lamp)
DAW Control :	Yes
Screen:	7" Color TFT (main), LCD with RGB Color Backlight (channel)
Power Source :	Standard IEC AC cable
Height:	7.9"
Depth:	20.8"
Width:	35.4"

Weight:	45.4 lbs.
Manufacturer Part Number:	000-ASF02-00010



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): 77 FREE STREET LLC	Business Name (D/B/A): FREE STREET
Individual or Sole Proprietor Applicant Name(s): ELI SHAPIRO	Physical Location: 77 FREE ST PORTLAND, ME 04101
Individual or Sole Proprietor Applicant Name(s): JAMES DUHAMEL	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: mr.eli.shapiro@gmail.com
Telephone # Fax #: 857 919 6454	Business Telephone # Fax #: 207 613 9106
Federal Tax Identification Number: 86 3026566	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☒ New Expected Start date: OCT 22, 2021
☐ Renewal Expiration Date: OCT 22, 2021
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: 1,000,000 Beer, Wine or Spirits: 500,000 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:

77 FREE STREET 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
ELI SHAPIRO	7/18/83	BOSTON, MA
JAMES DUHAMEL	8/16/84	LENISTON, ME
JAY TOWN	9/21/84	TROY, NY
Residence address on all the above for previous 5 years		
Name ELI SHAPIRO	Address:	4 CRESCENT LANE RAYMOND 04071
Name JAMES DUHAMEL	Address:	45 MIDDLE ROAD, FALMOUTH 04105
Name JAY TOWN	Address:	12 EDGEWATER RD, GRAY 04039
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: ELI SHAPIRO Date of Conviction: 2010

Offense: DRIVING UNDER THE INFLUENCE Location: WELLESLEY, MA

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:

MICHAEL KAPLAN 49 OCEAN AVENUE PORTLAND, ME 04103

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)

THE BARS, DINING AREAS, LOUNGES, AND MUSIC
HALL WILL BE SERVED.

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: FIRST PARISH IN PORTLAND UNITARIAN UNIVERSALIST

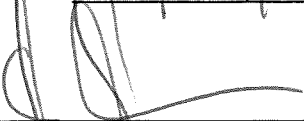
Distance: .2 MILES

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.

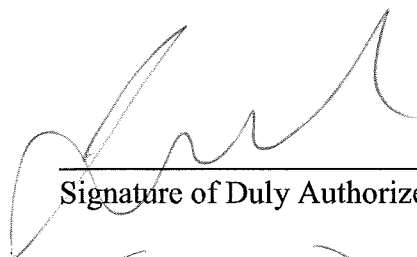
Dated: 9/24/21



Signature of Duly Authorized Person

ELI SHAPIRO

Printed Name Duly Authorized Person



Signature of Duly Authorized Person

James Duhamel

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

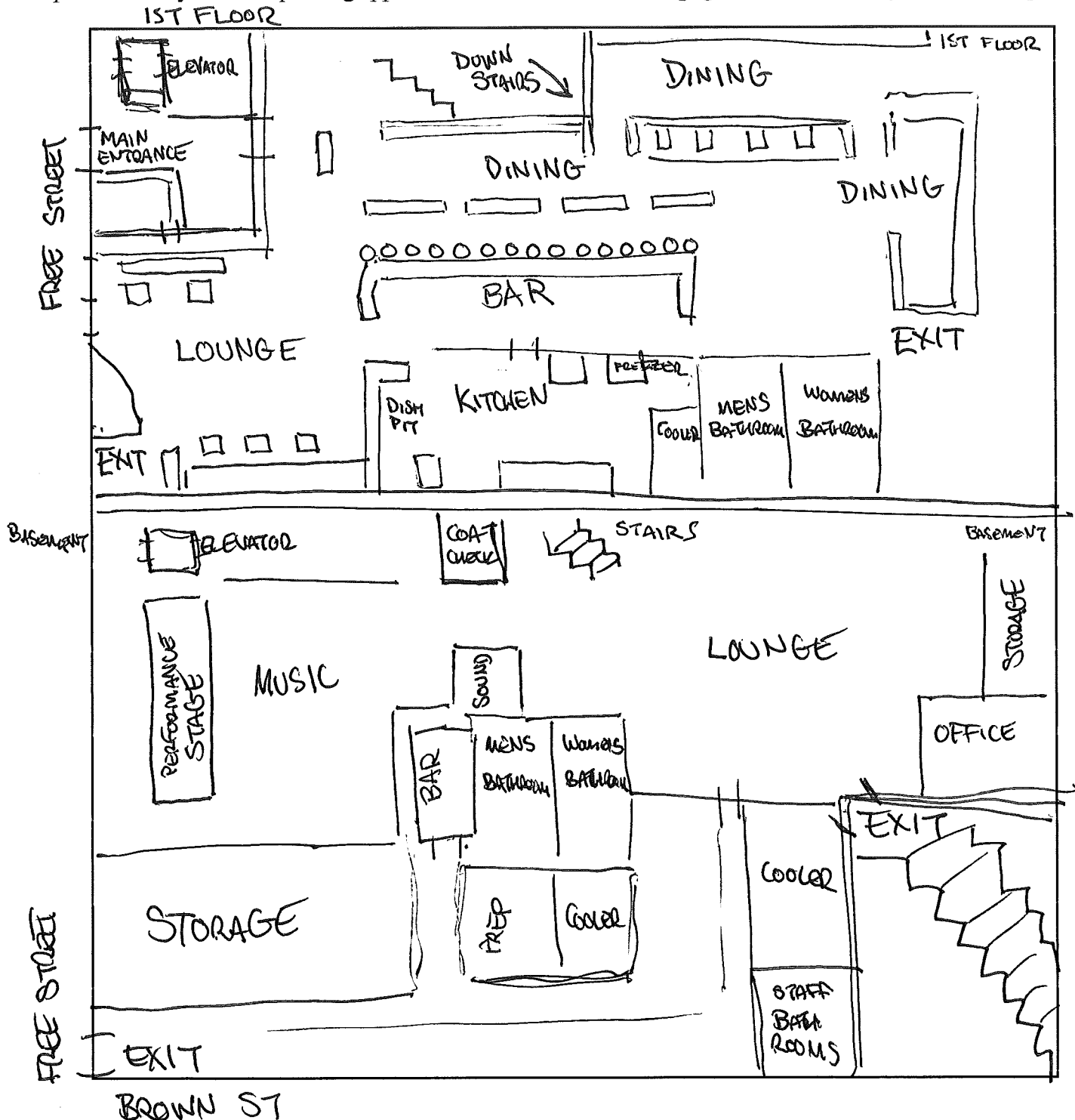
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

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.



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.

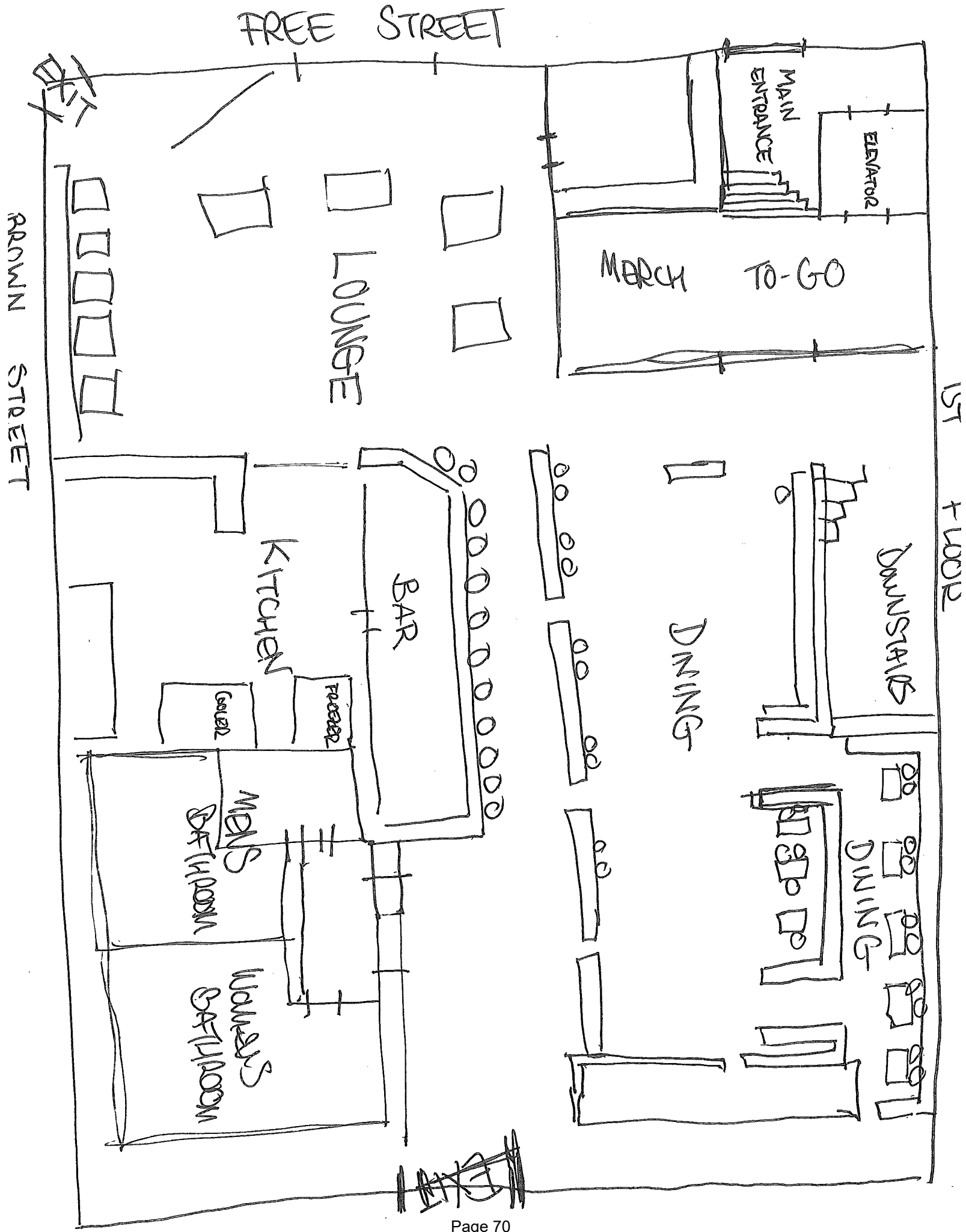
All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: 77 FREE STREET LLC
2. Doing Business As, if any: FREE STREET
3. Date of filing with Secretary of State: APRIL 2, 2021 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:

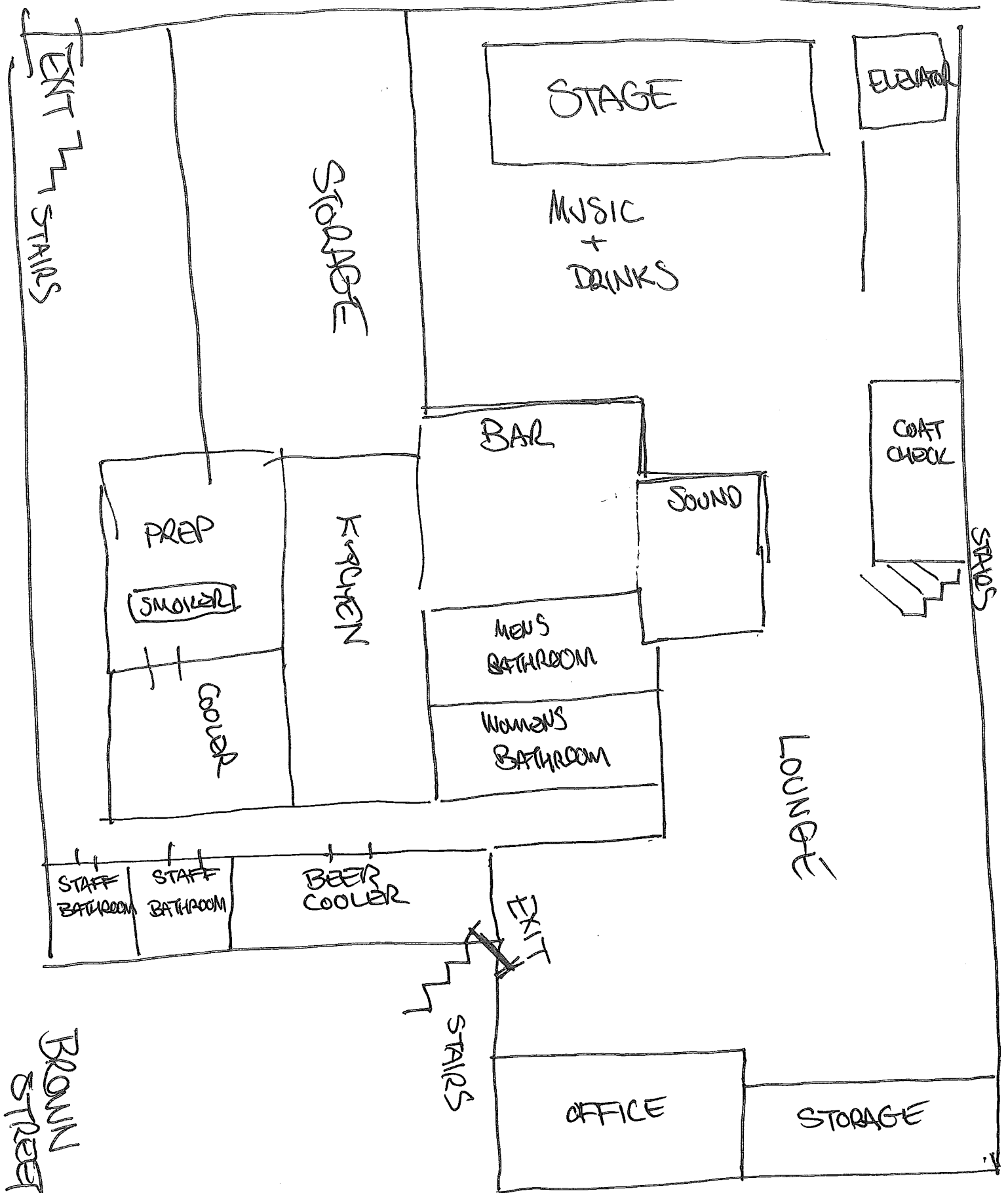
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
ELI SHAPIRO	4 CRESCENT LANE	7/18/83	OWNER	20%
JAMES DUHAMEL	45 MIDDLE ROAD	8/16/84	OWNER	40%
JAY TOWN	12 EDGEWATER RD	9/21/84	OWNER	40%

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



DOWNSTAIRS BASEMENT



FREE STREET

RESTAURANT AND COCKTAIL BAR

APPETIZERS

MEATBALLS 12 <i>House Made with Beef, Marinara, Parmesan Cheese</i>	CRAB CAKES 14 <i>New England Style with Herb Aioli</i>
HUSH PUPPIES 10 <i>Manchego Cheese, House Spicy Ranch Dipping Sauce</i>	POT STICKERS 12 <i>Chicken or Veggie</i>
PUB CHIPS WITH BEER CHEESE 7 <i>House Made IPA & Cheddar</i>	CALAMARI 12 <i>Served with Marinara and Roasted Garlic Aioli</i>
LOADED NACHOS 14 <i>Chicken or Vegan</i>	TENDERS 12 <i>Chicken or Vegan</i>
WINGS 13 <i>Teriyaki, Buffalo or BBQ</i>	CORN DOGS 12 <i>Wagyu Sausage, House Battery Spicy Mustard</i>

SALADS

GARDEN 12 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>
MESCLUN 10 <i>Manchego Cheese, House Spicy Ranch Dipping Sauce</i>
SPINACH 12 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>
CAESAR 10 <i>Manchego Cheese, House Spicy Ranch Dipping Sauce</i>

SANDWICHES

FREE BIRD 14 <i>Free Range Chicken Breasts, Lettuce, Ranch</i>
TURKEY CLUB 14 <i>Smoked Turkey Bacon, Lettuce, Tomato</i>
CRISPY CHICKEN 15 <i>Fried Chicken Patties, Mayo, Lettuce</i>
PULLED PORK 16 <i>Pickles, Slaw, Texas Toast</i>
FREE STREET BURGER 15 <i>Cheddar, Pickles, Lettuce, Caramelized Onions, Secret Sauce</i>

ENTRÉES

SWORDFISH 21 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>	SMOKED HALF CHICKEN 22 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>
PICCATA 20 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>	SALT & PEPPER TOFU STIR FRY 20 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>
TENDERLOIN 24 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>	QUINOA & VEGGIES 24 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>

HALF OR FULL RACK OF RIBS 25/33

Consectetur Adipiscing Elit, Sed do Eiusmod Adipiscing Elit Sed do Eiusmod

SIDES

RICE PILAF - 4 · MASHED POTATOES - 3 · FRENCH FRIES- 5 · ASPARAGUS - 6

DESSERTS

CHURROS 21 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>	BROWNIE SUNDAE 22 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>
PROFITEROLES 20 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>	ICE CREAM SANDWICH 20 <i>Consectetur Adipiscing Elit, Sed do Eiusmod</i>

*Contains raw or undercooked ingredients. We are supposed to tell you thoroughly cooking meats, poultry, seafood, shellfish, and eggs reduces your risk of getting sick.
If you have an allergy of dietary condition, tell us before ordering.

COCKTAILS

OLD FASHIONED 12	RECESS 12
<i>Brown Sugar Cube, House Made Bitters, Bourbon, Citrus Oil, Cherry</i>	<i>Allen's Coffee Brandy BullyBoy Vodka, Coconut, Mint, Chocolate, Ice Cream Sandwich</i>
BARREL AGED NEGRONI 10	TURKEY DEW 10
<i>Gin, Campari, Sweet Vermouth</i>	<i>Wild Turkey 101, Mountain Dew</i>
MI PALOMA 7	SANGRIA 7
<i>Blanco Tequila, Salt, Lime, Grapefruit Soda</i>	<i>House Cordials, Wine Blend, Fruit</i>

BEER

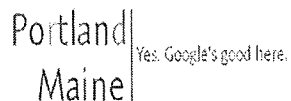
ALLAGASH 9	GUINNESS STOUT 9
<i>Germany - 5.1% ABV - 11.2oz</i>	<i>Germany - 5.1% ABV - 11.2oz</i>
AUSTIN ST PATINA 8	LONE PINE SPACE METAL DINOSAUR 8
<i>France - 5.5% ABV - 16oz</i>	<i>France - 5.5% ABV - 16oz</i>
AUSTIN ST ROTATING 12	LONE PINE QUANTUM CUDDLE KITTEN 12
<i>Vermont - 5.9% ABV - 16oz</i>	<i>Vermont - 5.9% ABV - 16oz</i>
BANDED FREE STREET LAGER 9	LONE PINE ROTATING 9
<i>Maine - 6.0% ABV - 12oz</i>	<i>Maine - 6.0% ABV - 12oz</i>
BANDED SESSION ENDER 14	MAGNERS CIDER 14
<i>Illinois - 6.5% ABV - 16oz</i>	<i>Illinois - 6.5% ABV - 16oz</i>
BANDED DAIKAIJU 9	MAST LANDING GUNNER'S DAUGHTER 9
<i>Germany - 5.1% ABV - 11.2oz</i>	<i>Germany - 5.1% ABV - 11.2oz</i>
BATTERY STEEL 8	MEDUSA GREENBEARD IPA 8
<i>France - 5.5% ABV - 16oz</i>	<i>France - 5.5% ABV - 16oz</i>
BAXTER STOWAWAY 12	ORONO TUBULAR 12
<i>Vermont - 5.9% ABV - 16oz</i>	<i>Vermont - 5.9% ABV - 16oz</i>
BISSELL BROTHERS SUBSTANCE 9	SEADOG BLUEBERRY ALE 9
<i>Maine - 6.0% ABV - 12oz</i>	<i>Maine - 6.0% ABV - 12oz</i>
BUNKER ROTATING 14	TOPPLING GOLIATH 14
<i>Illinois - 6.5% ABV - 16oz</i>	<i>Illinois - 6.5% ABV - 16oz</i>
FOUNDATION ALL DAY IPA 9	
<i>Maine - 6.0% ABV - 12oz</i>	

NOVELTIES

HIGH LIFE PONY 9	WHITE CLAW 9
SMIRNOFF ICE 8	UNDERBERG 8
TWISTED TEA 12	LABATT BLUE 12

WINE

CABERNET SAUVIGNON 13	CHAMPAGNE 13
<i>2020 - Gaintza - Getaria Txakolina, Spain</i>	<i>2020 - Gaintza - Getaria Txakolina, Spain</i>
PINOT NOIR 14	SAUVIGNON BLANC 14
<i>2019 - La Val "Finca Arantei" - Rias Baixas, Spain</i>	<i>2019 - La Val "Finca Arantei" - Rias Baixas, Spain</i>
BORDEAUX 18	PINOT GRIGIO 18
<i>2019 - Domaine Cherrier - Sancerre, France</i>	<i>2019 - Domaine Cherrier - Sancerre, France</i>
ROSE 16	VINO VERDE 16
<i>2019 - Domaine Ogereau - Anjou, France</i>	<i>2019 - Domaine Ogereau - Anjou, France</i>
CAVA 15	RIESLING 15
<i>2019 - Trimbach - Alsace, France</i>	<i>2019 - Trimbach - Alsace, France</i>



Zachary Lenhart <zlenhart@portlandmaine.gov>

Free Street

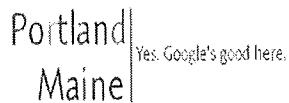
Eric Nevins <erickn@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Thu, Oct 7, 2021 at 1:53 PM

Approved.

On Thu, Oct 7, 2021 at 10:02 AM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:
[Quoted text hidden]

--
Eric Nevins
Lieutenant
Portland Police Department
(207) 874-8513



Zachary Lenhart <zlenhart@portlandmaine.gov>

Free Street

amachado <amachado@portlandmaine.gov>

Fri, Oct 8, 2021 at 2:04 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Dan DeLuna <dadeluna@portlandmaine.gov>

Zach -

A Class A Restaurant/Lounge (Class XI) is a permitted use in the B-3 zone, per Table 6-C of Chapter 14. The property is also located in the Downtown Entertainment Overlay zone (DEOZ) which under section 8.2.3 of Chapter 14, allows an entertainment license if it is located more than 100' from a business that has an existing entertainment license. The Licensing and Housing Safety Manager has confirmed that there is no other entertainment license holder within 100' of the main entrance.

Ann Machado
Zoning Administrator
[Quoted text hidden]

City of Portland

Sound Mitigation Review

Date: 10/8/2021

Business Free Street

Applicant Eli Shapiro

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			yes
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

October 7, 2021

77 Free Street LLC
77 Free Street
Portland, ME 04101

**Re: 77 Free Street LLC, dba Free Street. Application for Class XI Restaurant/
Lounge with Indoor Entertainment at 77 Free Street**

Dear 77 Free Street LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday October 18, 2021 at 5:00 p.m.**, for the review of application for a Class XI Restaurant/Lounge with Indoor Entertainment at 77 Free 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 October 15, 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 October 18, 2021 at 5:00 P.M., virtually, 77 Free Street LLC, dba Free Street. Application for Class XI Restaurant/ Lounge with Indoor Entertainment at 77 Free Street - Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 13, 2021

SUBJECT: Com 3-21/22 Communication re: City Manager Search Subcommittee - Sponsored
by Kate Snyder, Mayor

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

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: 10/13/2021



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

57 Douglass Street Rezoning
Zoning Map Amendment
Douglass Commons, LLC, Applicant
ZN-001640-2021 CBL: 078 B007, 078 C002

Submitted to: Portland City Council Council First Reading: October 4, 2021 Council Second Reading: October 18, 2021	Prepared by: Jimmy Dealaman, Planner Date: September 20, 2021
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I. INTRODUCTION

At a public hearing held on September 14, 2021, the Planning Board unanimously voted (6-0) (Mazer absent) to recommend to the City Council adoption of a zoning map amendment for two parcels located at 43 and 91 Douglass Street (i.e. 57 Douglass Street) from an R-5 Residential zone to an R-5a Residential zone.

The applicant, Douglass Commons, LLC, is seeking the proposed zoning map amendment to facilitate an increase in density for a future Planned Residential Unit Development (PRUD), which is in accordance with a Request for Proposals (RFP) released by the City in April of 2020, soliciting proposals for an age-inclusive and affordable housing proposal at this location.

This zoning map amendment was reviewed by the Planning Board on the following dates: a workshop on July 27, 2021, and a public hearing on September 14, 2021.

The applicant held the required neighborhood meeting on Tuesday, August 2, 2021.

Owner/Applicant: Douglass Commons, LLC

Applicant Representatives: The Szanton Company; Maine Cooperative Development Partners

II. PROPOSED MAP AMENDMENT

Current Zoning: R-5 Residential

Proposed Zoning: R-5a Residential

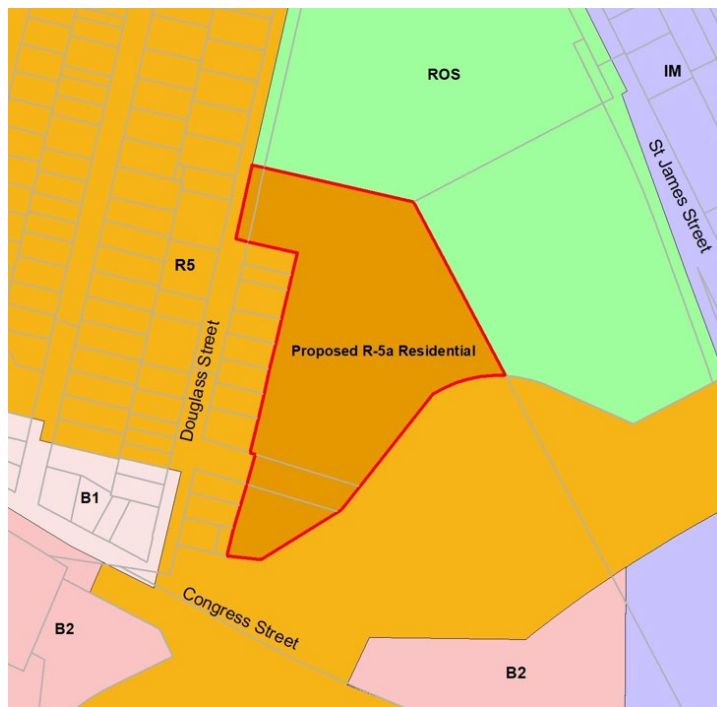
Current Use at Site: Vacant Lot

Future Contemplated Use(s) at Site: Planned Residential Unit Development (PRUD), Multi-family housing

Total Parcel Area: 148,228 square feet (subject property owned by applicant)

Area to be Rezoned: 225,000 square feet (43 and 91 Douglass Street)

III. BACKGROUND



Existing zoning context of 43 and 91 Douglass Street. Applicant owned site outlined in red.

Use Context

The subject property is comprised of two vacant city-owned parcels at 91 and 43 Douglass Street (Attachment H). The property is bounded by City-owned Dougherty Field to north, property owned by Maine Department of Transportation (MDOT) to the east and south, and to the west the site is bordered by a mix of 11 residential properties made up of four 3-Family, two 2 Family, and five single family homes built between 1850 and 1930s.

Historically, the site consisted of salt marches and wetlands until sometime prior to 1866. Until 1900 the site was used as a brick yard, with a portion of the site also containing a residential structure. The City acquired both parcels around the late 1930s through mid-1940s. In 1962, the West School was built and used as an elementary school until being used as an adult educational facility beginning in the mid-1980s, which was eventually vacated in 2013, as the building had reportedly fallen into significant disrepair. The West School building was eventually demolished in 2016.

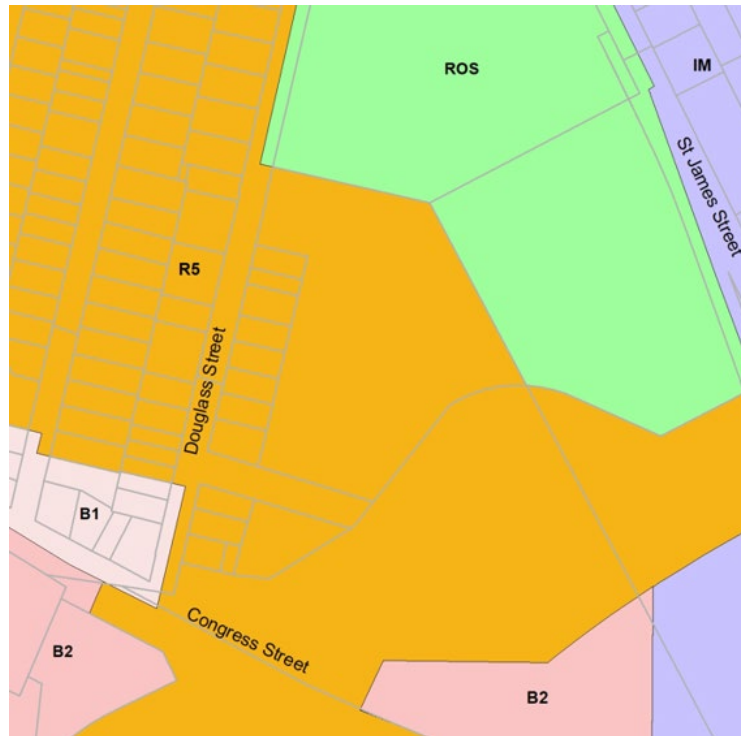
The site is proximate to a number of commercial uses (zoned B-2 Community Business) which are along Congress Street to the south. The surrounding area also includes the Kiwanis Community Pool on the upper portion of Dougherty Field to the north. A B-1 Neighborhood Business zone is mapped at the intersection of Douglass Street, Brighton Avenue and St. John Street. There are also a number of commercial/industrial land use types that exist along St James Street to the north east which are zoned I-M Industrial. To the west there is approximately four blocks of mid density (R-5) residential neighborhood that becomes lower density (R-3) residential zoning heading further west, which together provide a primarily residential context. Also serving these neighborhoods, at the end of Stevens Avenue, a priority corridor identified in the City's Comprehensive Plan, is the Westgate Shopping Center (zoned B-2 Community Business), a roughly 13-minute walk from the development site.

The site is in close proximity to Portland METRO bus routes 1, 5, 9A, and 9B, which run along Congress Street, Park Ave, and the Fore River Parkway. The site is also 0.5 miles from the Portland Transportation Center – Amtrak Downeaster and Concord Coach Station. Further south, beyond the Portland Transportation Center is Thompson’s Point, a large-scale mixed-use development including light industrial, restaurant, and venue space as well as the Portland Children’s Museum.

Prior to this application, there was a recent zoning map amendment in the vicinity approved by the City Council on May 3, 2021 (Order No. 226-20/21) rezoning a property at 1217 Congress Street and adjacent parcels from a B-1 Neighborhood Business zone to a B-2 Community Business zone.



Subject Site: Aerial Showing 57 Douglass Street Existing conditions



Existing Zoning Map

Zoning Context

The properties are currently zoned R-5 Residential. As depicted on the map above, the subject sites are bounded to the northeast by Recreational and Open Space (ROS), the R-5 Residential zone to the south and east. Also in the vicinity to the site are the B-2 Community Business and B-1 Neighborhood Business zones to the south and southwest, respectively, as well as the I-M Moderate Industrial further to the east.

IV. CONCEPTUAL FUTURE DEVELOPMENT

The proposed rezoning from R-5 to R-5a would facilitate increasing the allowable density for a Planned Residential Unit Development (PRUD), in which the applicant intends to create 108 residential units. According to the Purchase and Sale agreement, a minimum of 92 units would be deed restricted.

The development contemplated is conceptual at this stage – no site plan application has yet been submitted - but the current Douglass Commons plan envisioned by the applicant includes a concept showing four 2-story buildings, three 3-story buildings, and one 4-story building. The plan also intends to provide a “woonerf” or shared street along the middle of the site as well as community gardens and walking path connections to Dougherty Field. Should the proposed rezoning be approved by the City Council, a Major Site Plan application would be submitted by the applicant and reviewed by the Planning Board which, in addition to applicable land use standards, would also include a design review for PRUDs in the R-5a zone, and would also be subject to the standards contained in the City’s Technical Manual.

V. PROPOSED ZONING MAP AMENDMENT

The applicant is proposing a zoning map amendment to rezone an existing R-5 Residential zone to an R-5a Residential zone for two existing parcels (CBL 078 C002, 078 B007). (See Figure 6). The R-5a Residential zone is a moderate-density residential zone mapped for off-peninsula locations.

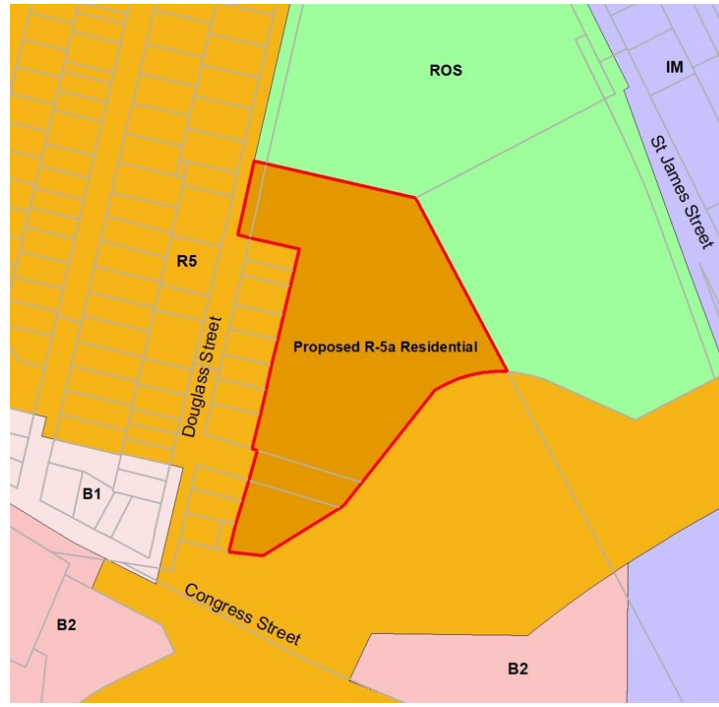
The current application incorporates staff's recommendation to extend the rezoning boundary to be coterminous with the existing parcel boundaries.

The two zones vary slightly in terms of the form of building that is promoted through the dimensional requirements. R-5a would allow an increase in density. R-5a permits 1,600 square feet of lot area per dwelling unit while the existing R-5 zone permits 3,000 square feet. Both R-5 and R-5a zones allow the same maximum building height, 35 feet.

For buildings utilizing the PRUD dimensional standards, the R-5a zone requires 1,600 square feet net land area per dwelling unit, 200 square feet of common recreation open space area per dwelling unit, which is 100 square feet less than the requirement for PRUDs under the R-5 standards, and increases in the maximum structure height by 20 feet (from a 35 foot to 55 foot height maximum) than could occur under existing R-5 PRUD dimensional requirements.

Furthermore, in order to promote development of low- and moderate-income developments as PRUDs, any project in which more than 50% of the units are low-income or workforce units for rent or for sale may utilize the following dimensional bonuses and changes as outlined in Section 18.2.4.B:

- Minimum lot area per dwelling unit is reduced by 50%.
 - o R-5a PRUD Net land area per dwelling unit: 1,600 SF
 - o R-5a PRUD Net land area per Dwelling unit with Affordable Bonus: 800 SF
- Maximum number of units and maximum length of buildings do not apply but may be set through site plan review.
- Minimum building setbacks may be reduced to 10 feet.
- The PRUD may cross public rights of way provided that the right of way does not count towards minimum lot size nor towards any open space requirements.
- Minimum recreation open space area is reduced to 200 square feet per dwelling unit of common area designated for recreational purposes by the residents. Minimum contiguous size setbacks do not apply and shall be set through site plan review.



Proposed Zoning Map Amendment Area Outlined in Red (R-5 to R-5a)

VI. ZONING ANALYSIS

A. Existing Zoning: R-5 Residential

The current R-5 zone allows for mid-density residential development at a maximum density of 6,000 square feet for residential uses, and a maximum density of 3,000 square feet per dwelling unit for developments that meet the definition of PRUD¹.

The City's zoning code describes the purpose of the R-5 Residential zone as:

"To provide appropriate areas of the city for medium-density residential development characterized by single family, two-family and low-intensity multifamily dwellings on individual lots; to ensure the stability of established medium-density neighborhoods by controlling residential conversions; and to provide for planned residential unit development on substantially-sized parcels."

B. Proposed Zoning: R-5a Residential

The purpose of the R-5a zone is described as:

"To provide for moderate-density residential development in off-peninsula locations that can provide a unique residential living experience with a high degree of natural site amenities; and to provide areas of the city in the general proximity of the peninsula that have the capability for adequate municipal services, including traffic corridors with adequate traffic capacity, that can appropriately accommodate a more intensive use of land than other lower-

¹ Planned Residential Unit Development (PRUD): A residential subdivision consisting of attached or detached dwellings intended for separate ownership and land to be owned and used in common, with open spaces, recreational areas, access ways, and buildings which are designed, built, and managed in accordance with a unified development plan.

density zoned land and be compatible with surrounding neighborhoods; and to increase affordable housing opportunities in off-peninsula locations by providing a moderate-density zone."

Planning staff believe that R-5a is an appropriate district for the subject area due to the existing residential character and scale of the proposed rezoning area, site proximity and access to public transit, as well as being located a short walking distance to Congress Street, a priority corridor identified in the City's Comprehensive Plan. The site is also situated between two priority nodes (i.e. targeted locations in need of future investment or planning) that are denoted as areas to 'Transform,'.

An R-5a zone change will facilitate an increase in density for future residential PRUD developments as the net land area per dwelling unit in the R-5 zone is 3,000 square feet while net land area per dwelling unit under R-5a dimensional standards is 1,600 square feet, therefore permitting more dwelling units per lot area at this transit accessible location, within walking distance to public open space and nearby commercial districts. In addition, under the PRUD dimensional standards (Table 7-B) the maximum permitted building height would increase to 55 feet, which is an appropriate scale for this location, which is bounded by open space on three sides and the 295 interchange to the east.

Staff have conducted an analysis comparing the proposed R-5a zone requirements with the existing R-5 Residential Zone and have highlighted the differences in the tables below.

Use Summary:

R-5a does not permit the following uses that are either conditional or permitted in the R-5 Zone:

Multiplex; post-secondary schools; special deeds independent dwelling units; lodging house; elementary, middle, and secondary schools; hospitals; places of assembly; off-street parking

R-5a permits the following uses either as conditional or permitted, but are not expressly permitted in the R-5 Zone:

Congregate care facilities; intermediate care facilities; long-term and extended care facilities, multi-family dwellings

Table 1: Comparison of Dimensional Requirements by Zone

Table 1 provides a comparison of the permitted uses between existing and proposed zone. Uses marked with a 'P', are permitted uses in the zone. A 'C' indicates a conditional use, otherwise uses are not permitted. Highlighted in yellow shows any changes between zones

TABLE 1: PERMITTED AND CONDITIONAL USES IN R-5 & R-5a Residential Zones		R-5	R-5a	Notes
Residential	Single-family dwellings	P	P	
	Two-family dwellings	P	P	
	Multi-family dwellings	C	P	
	Multiplex	P		
	Congregate care facilities		P	
	Handicapped family units	P	P	
	Planned Residential Unit Developments	P*	P*	(* Must consist of horizontally or vertically attached dwelling units, 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)
	Special needs independent dwelling units	P		
	Lodging houses	C*		(* In R-5 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.)
	Sheltered care group homes	C	C	
Institutional	Elementary, middle, and secondary schools	C		
	Governmental uses	P	P	
	Hospitals	C		
	Intermediate care facilities	C	P	
	Long-term and extended care facilities	C	P	
	Places of assembly (<10,000 SF)	C		
	Places of assembly (>10,000 SF)	C		
	Preschool facilities	C	C	
	Post-secondary schools	C		
Comm.	Bed and breakfasts			
	General offices (<5,000 SF)			
	Hostels			
Other	Agriculture			
	Cemeteries			
	Off-street parking	C		
	Parks and open spaces	P	P	
	Raising of domesticated animals			
	Solar energy system (minor)	P	P	
	Utility substations	C	C	

Table 2 provides a comparison of the dimensional requirements between existing and proposed zone. Highlighted in yellow shows any changes between zones

TABLE 2: Zoning Requirements by Use		R-5 (See Table 3 for PRUD standards) (Single-family homes may be built on small lots per Small Residential Lot Dimensional Requirements, but are not included in this report)	R-5a (see Table 3 below for any of the following uses: PRUD, multi-family development of 4 or more units, congregate care, and intermediate, extended, or long-term care facilities unless otherwise noted below)
Lot area (min.)	Governmental	6,000 SF	
	Hospital	5 ac.	
	Intermediate or long-term, extended care facility	2 ac.	1.5 ac.
	Lodging house	9,000 SF	
	Multiplex	9,000 SF	
	Place of assembly	<10,000 SF	.5 ac.
		>10,000 SF	1 ac.
	Post-secondary school	2 ac.	
	Elementary, middle, and secondary school	30,000 SF	
	Raising of animals		
	Residential	6,000 SF	6,000 SF / 2 ac. max (Applies to 1-, 2-, and 3-family dwellings only)
	All other uses	6,000 SF	
Lot area per dwelling unit (min.)		3,000 SF	1,600 SF
Lot area per rooming unit (min.)		1,000 SF	
Lot area per multiplex unit (min.)		4,500 SF	
Lot area per Special needs independent dwelling unit. (min.)		3,600 SF	
Street frontage (min.)		50 ft.	50 ft.
Lot width (min.)		60 ft. 90 ft. for multiplex	60 ft.
Front setback (min.)		20 ft.	25 ft.
		Or average depth of adjacent front yards	
Rear setback (min.)		20 ft.	25 ft.
	Detached accessory (< 250 SF footprint)	5 ft.	5 ft.
Side setback (min.)	<1.5 stories to 1.5 stories	8 ft.	10 ft.
	2 stories	12 ft.	14 ft.
	2.5 stories	14 ft.	16 ft.
	Detached accessory (< 250 SF footprint)	5 ft.	5 ft.
	On side street (min.)	15 ft.	20 ft.
		Or depth of front yard directly abutting the lot.	

TABLE 2: Zoning Requirements by Use (continued)		R-5 (continued)	R-5a (continued)
Stepbacks (above 35 ft. when property line abuts a residential zone)(min.)			
Structure height (max.)		35 ft.	35 ft.
	Detached accessory	18 ft.	18 ft.
Lot coverage (max.)		40%	30%
Landscaped open space ratio (min.)			
Width of garage opening on front façade (max.)			

Table 3 provides a comparison of the PRUD dimensional requirements between existing and proposed zone. Highlighted in yellow shows any changes between zones

TABLE 3: PRUD Dimensional Requirements (R-5 & R-5a)	R-5	R-5a (Applicable to PRUD, multi-family development of 4 or more units, congregate care, and intermediate, extended, or long-term care facilities unless otherwise noted)
Lot area (min.)	2 ac.	2 ac. (only applicable to PRUD, congregate care, and multi-family development of 4 or more units)
Net land area per dwelling unit (min.)	3,000 SF	1,600 SF (only applicable to PRUD, congregate care, and multi-family development of 4 or more units) (Minimum land area per intermediate care facility resident: 8,000 SF lot area for first 35 residents, plus 350 SF for each additional resident.)
Units per building (max.)	12	
Average number of units per building (max.)		
Structure height (max.)	35 ft.	55 ft.
Building length (max.)	140 ft.	
Length of accessory garage structure (max.)	60 ft.	
Building setback from external subdivision property lines (min.)	Bldg. Length 100 ft. or less: 25 ft.	Bldg. Length 100 ft. or less: 25 ft.
	Bldg. Length >100 ft.: 35 ft.	Bldg. Length >100 ft.: 35 ft.
Distance between detached PRUD dwelling units (min.)		
Common recreation open space area (min.) (Recreation open space area shall be designated on the site for recreation purposes. Such recreation areas shall be usable, level graded, dry, accessible and properly drained. 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.)	300 SF/D.U.	200 SF/D.U. (only applicable to PRUD, congregate care, and multi-family development of 4 or more units)
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.	

VII. LAND USE POLICY ANALYSIS

Comprehensive Plan goals and policies (state and local) relevant to the proposed zoning map amendment are included below as well as provided in the analysis submitted by the applicant (Attachment D). The change to R-5a Residential aligns with these vision statements and goals, by creating a new opportunity for an affordable, and well-connected new housing development accessible to public transit and within walking distance to a variety of services supporting the Plans goal of *Complete Neighborhoods, and increasing, preserving, and modifying the overall supply of housing city-wide*. In addition, the proposed project supports the City's desire to *leverage underused properties* owned by the City. The proposed rezoning allows for maximizing development on an underutilized lot, which creates the opportunity to provide affordable homes, with access to public transit, services, and open space. Relevant Comprehensive Plan goals have been excerpted below:

Vision Statements:

- 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.

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.
- *One Portland* - Portland's Plan is a vision for One Portland, where the form and characteristics of neighborhoods vary, but the city functions as a cohesive whole. No one area of the city carries all the expectations for accommodating development and all areas can expect appropriate City services and amenities.

VII. NEIGHBORHOOD MEETING/PUBLIC COMMENT

The applicant held the required neighborhood meeting on Tuesday, August 3, 2021. Approximately 21 members of the public were in attendance. In general, at the neighborhood meeting many of the questions and concerns expressed focused on issues not relevant to the proposed zoning map amendment including discussion interest in reducing the number of cars accessing the site, alternative modes of transportation, adding EV charging stations and solar panels, improving lighting condition and walkable spaces, need for parking areas during on-street parking bans, roadway/intersection improvements, and feedback about landscaping and drainage.

Over the course of the review, the Planning Board received no written public comments but heard several public comments during the public meetings. One of the concerns raised about the zone change was that it was not achieving a high enough density.

IX. PLANNING BOARD DELIBERATION

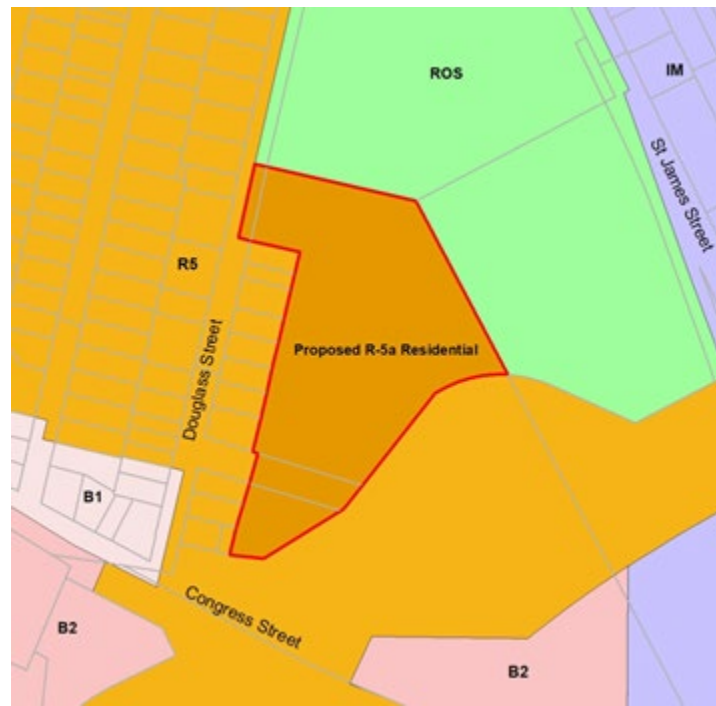
The Planning Board deliberated at the July 27th workshop asking clarifying questions of staff about affordable height and density bonuses in the R-5a and other zones.

Ultimately the Board were supportive about the property being leveraged to help the City's further its goals of creating affordable housing, and found the connection between housing to recreational and open space. Board members expressed support for the change to R-5a and the analysis in the staff report, and found the rezoning was sufficiently linked to the City's Comprehensive Plan.

X. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed R-5a map amendment at a public hearing on September 14, 2021. After a considered discussion and hearing staff input about other potential zoning for the site and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted unanimously (6-0) (Mazer absent) to find that the following zoning map amendment is consistent with the Comprehensive Plan and to recommend adoption to the City Council:

1. Zoning Map Amendment for the area of land that includes 43 and 91 Douglass Street from an R-5 Residential zone to a R-5a Residential zone with the boundaries shown below:



Proposed Zoning Map Amendment (R-5 to R-5a)

ATTACHMENTS

- A. Project Description
- B. Map Amendment Submission Checklist
- C. Proposed Map Amendment
- D. Consistency with Comprehensive Plan Analysis
- E. Douglass Commons Purchase and Sale Agreement
- F. Neighborhood Meeting Documentation
- G. RFP
- H. Preliminary Boundary Survey
- I. Vicinity Plan
- J. Conceptual Plan

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

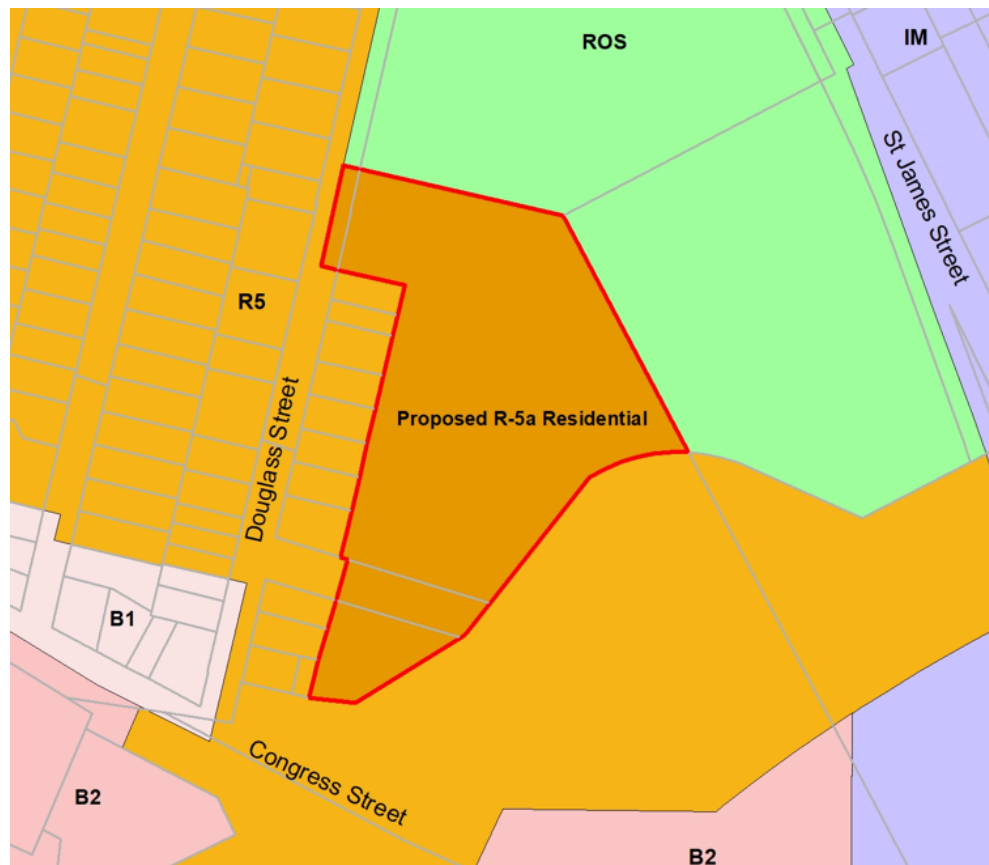
**CITY OF PORTLAND
IN THE CITY COUNCIL**

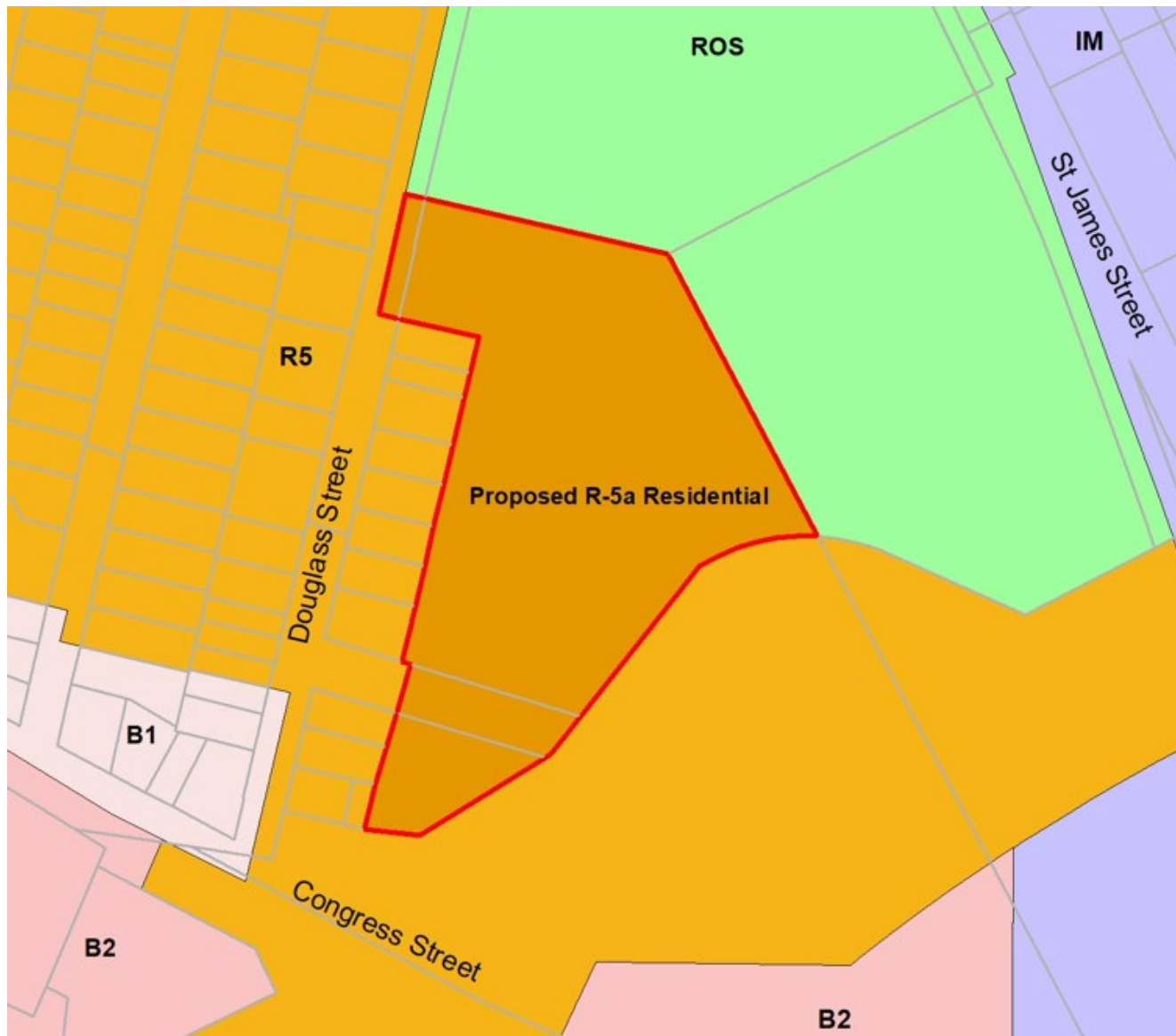
MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: 43 AND 91 DOUGLASS STREET
FROM R-5 RESIDENTIAL TO R-5A RESIDENTIAL**

**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 attached map change amendment and specifically rezoning property at 43 and 91 Douglass Street from R-5 Residential to R-5a Residential as shown in the bordered area in the map below.





Proposed Zoning Map Amendment (R-5 to R-5a)

Douglass Commons, LLC
c/o The Szanton Company
482 Congress St, Suite 203
Portland, ME 04101

May 5, 2021

Planning and Urban Development Department
Planning Division
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

Subject: Zoning Map Amendment Application – 91 and 41 Douglas Street

Dear Planning and Urban Development Department,

The Douglass Commons development team is excited to submit this application for zoning amendments to facilitate the development of 91 and 41 Douglass Street into a new, family-oriented neighborhood providing both affordable home ownership and rental home opportunities.

We plan to create a community of 108 households of all ages, backgrounds, and incomes living a stone's throw from the Portland peninsula, yet surrounded by 14 acres of recreational grounds. Our neighborhood aims to provide a balance of green space, transit-orientation, walkability, community, privacy, and affordability. By constructing 108 homes targeted at middle-income households, we will meet our commitment to the Portland City Council to increase the City's supply of housing for the "missing middle" on the site of the former West School.

Our plan calls for the construction of a 56-unit apartment building with a mix of one-, two-, and three-bedroom units on the east side of the site. On the west and north sides of the site will be a series of two- and three-story buildings with co-op homes of various sizes. A woonerf will be constructed in the middle of the site.

Based on preliminary conversations with the Planning and Urban Development Department staff, we understand that this 3.35-acre site is well-suited for the R-5a PRUD designation. We are requesting support for a map amendment from site's current designation of R-5 to a new designation of R-5a.

Our proposed development is supported by the policy goals of the City of Portland, regional agencies, and the Libbytown Neighborhood Association. Our requested changes will allow for hundreds of individuals to live adjacent to the Douglass Street soccer fields, baseball fields, softball fields, skate park, Kiwanis Pool, and Libbytown Community Garden.

Enclosed are the following supporting documents:

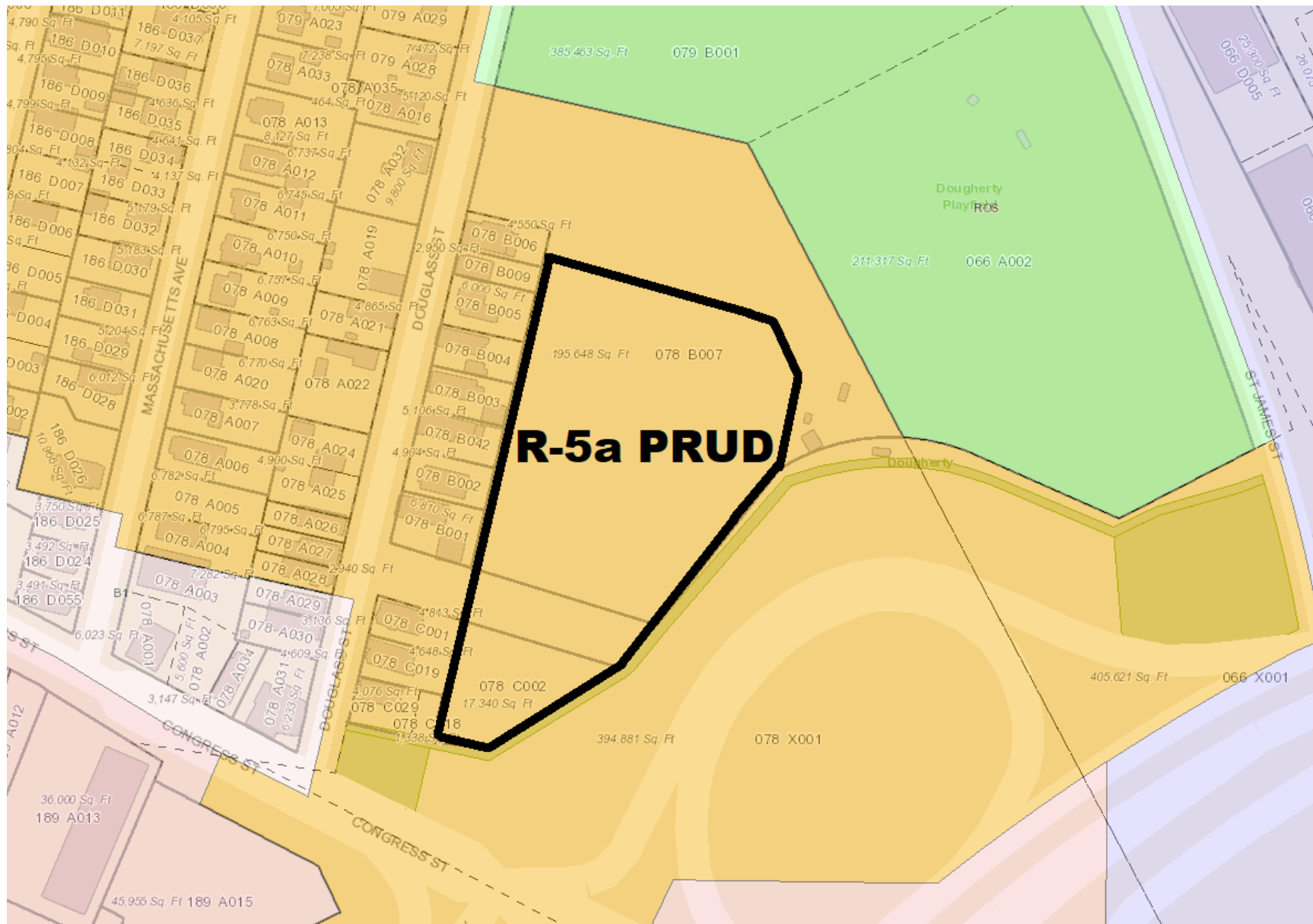
- A. Comprehensive Plan Policy Alignment Summary
- B. Map Amendment Application Checklist
- C. Right, Title, and Interest (Purchase and Sale Agreement with City of Portland)
- D. Vicinity Map
- E. Proposed Zoning Map
- F. Schematic Site Plan

Sincerely,

The Douglass Commons Development Team

CITY OF PORTLAND
Planning & Urban Development Department

MAP AMENDMENT SUBMISSION CHECKLIST	
* Please submit each document <u>and</u> drawing as a separate PDF file * Please submit all drawings in a <u>24 x 36</u> sheet size * Please confirm each item by electronically checking the boxes to the left for each document/drawing	
GENERAL APPLICATION DOCUMENTS	
☒	Project Description Cover Letter with detailed project description
☒	Consistency with Comprehensive Plan Analysis of the consistency of the zone change request with the goals, policies and land use plan of Portland's Comprehensive Plan.
☒	Completed Checklist – Map Amendment Application (this document)
☒	Right, Title and Interest Deeds, leases, or purchase and sales agreements
PLANS	
☒	Vicinity Map
☒	Proposed Map Amendment (please use the Portland zoning map as a reference)
☒	Site Plan (if applicable) <i>(Schematic only)</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.



Douglass Commons - Consistency with Policy Alignment Summary

The requested zoning amendments are well-aligned with stated policy goals at a neighborhood, City, Regional, and State level. A common thread is increasing livability, reducing our region's impact on global climate change, and providing equity and opportunity for all types of households to access safe, affordable homes and affordable economic opportunities.

Alignment with City of Portland's Plan 2030 Concepts

One Portland: Provide access to homes, services, and community connection for all Portland residents by proximity, universal design, and affordability.

A principle of Future Land Use as outlined in Portland's Plan 2030 is One Portland, which stresses the importance of providing development spread throughout the City and providing equitable access to homes, services, and community connection for all Portland residents by proximity, universal design, and affordability. The proposed development supports all the goals of the One Portland vision by creating a more equitable and diverse mix of homes than the single-family style predominantly found on the streets surrounding the Douglass Street recreational complex. Our proposal allows for a broad range of households to have equitable access to Douglass Street's recreation opportunities.

Connect the Chain: Support Transit-Oriented Neighborhoods

Another principle for Future Land Use decisions is Connect the Chain, which focuses on supporting transit-oriented neighborhoods. The proposed map amendment will support a transit-oriented development that will strengthen and support broader transit infrastructure improvements, such bus shelters, indoor space for bus drivers and riders to take a break or wait for a bus, better crossings for school children, and reduced wait times. This project will add ridership to the Metro system, particularly its Congress Street line.

Alignment with One Climate Future

Support Public Transit Networks, Transit-Oriented Development, and Land Use for Smaller Carbon Footprint

The proposed development directly supports the goals of One Climate Future adopted by the Cities of Portland and South Portland, specifically those related to Transportation and Land Use and Climate Resilience. Significant relevant strategies include: TLU 1.1 Public Transit Networks, TLU 1.2 Inclusive Transit-Oriented Development, and TLU 1.7 Land Use for a Smaller Carbon Footprint. The transit-oriented development is located along several bus routes connecting to our site to downtown Portland, the Maine Mall, the Jetport, and Westbrook. Creating a strong node at the end of line opens up opportunities for flexible transit usage, supports expansion of existing infrastructure, and improves the inclusiveness and usability of the existing neighborhood. Climate Resilience strategies met by the proposed development include CR 2.1: Housing Affordability and Resilience and CR 2.5 Neighborhood Resources.

The proposed amendment supports the goals of One Climate Future by creating a residential center along Douglass Street integrated with recreational space and the city's existing transportation infrastructure.

Douglass Commons will result in fewer vehicle miles traveled by single-occupancy vehicles, while providing improved transit infrastructure, sidewalks, and neighborhood connectivity. A cohesive neighborhood center will also build stronger community connections, civic engagement, and disaster resiliency.

Alignment with Maine 2021 Economic Recovery Committee Report

The report calls for the development of “Robust Housing Policies and programs that enable Maine people to live and raise their families near their work. Create and preserve more affordable, efficient, and high-density housing options across the state through bonding, zoning, and land regulation.... Access to stable, affordable, and energy efficient housing is critical to attracting and keeping talent in Maine.”

The proposed development expands housing options for middle income households, by providing s strong community design and limited equity cooperative ownership.

The report also seeks action to “Address Structural Inequities: Make Maine a diverse, equitable, and inclusive state where all Mainers can reach their full potential.”

The proposed mixed income and multigenerational limited equity cooperative model is highly inclusive and facilitates people of different incomes and backgrounds to connect and build community relationships over time.

Alignment with Neighborhood Desires

We have hosted several meetings with the Libbytown Neighborhood Association and engaged in dozens of one-on-one conversations with members of the neighborhood. The Libbytown Neighborhood association has thrown their support behind our proposal writing the following in a June 2020 letter to the Portland City Council: “Overall, we highly recommend this proposal for its commitment to neighborhood design improvements and amenities.”

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made this 21st day of May, 2021 (the “Effective Date”) by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Seller” or “City”), and Douglass Commons, LLC, a Maine limited liability company having a mailing address as provided below (hereinafter referred to as “Buyer”).

RECITALS

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

WHEREAS, Buyer submitted a proposal dated June 15, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit C and incorporated herein (the “Proposal”); and

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

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

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) (the “Purchase Price”), subject to the following cost adjustments and conditions:
 - a. Buyer shall deliver to the City the sum of Ten Thousand Dollars (\$10,000.00) (the “Deposit”) within 3 business days after the full execution of this Agreement, which the City shall hold in a non-interest bearing account. The Deposit shall be governed by the terms and conditions of this Agreement and shall be fully refundable until the end of the Due Diligence Period as that term is defined below.
 - b. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

3. TITLE AND DUE DILIGENCE.

- a. **Due Diligence Period.** Buyer will have from the Effective Date until 4:00 PM Eastern Time on the day that is eighteen (18) months after the Effective Date (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project. Buyer may, in its sole discretion, notify the City in writing that the Buyer elects to terminate the Due Diligence Period sooner and proceed to closing. Within ten days of the Effective Date, the City shall provide copies of, or reasonable access to, all known, non-confidential City files regarding the Premises, including without limitation title files.
- b. **Property Description.** The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The parties acknowledge and agree that the survey attached as Exhibit B is a preliminary draft prepared by Buyer and is subject to change after review, amendment, and approval by both parties. The City will notify Buyer of any objections to the survey within 30 days after the Effective Date. Within 10 days after receipt of any such objection, the Buyer will either provide the City with a revised survey addressing City’s objections to City’s satisfaction, or notify the City that Buyer will not change the survey, in which case the City, will have the right to terminate this Agreement, return the Deposit to Buyer, and neither party shall have any further obligation to the other. Upon City’s acceptance of the survey, Buyer will provide the City with a draft legal description for the Premises, which shall be based on the survey and be subject to the City’s review and approval. The survey and description of the Premises will be prepared by the Buyer at its sole expense. The parties will work together in good faith to complete their review and approval of the survey and legal description on or before the day that is 90 days after the Effective Date.
- c. **Rezoning Contingency.** Buyer proposes to obtain the Portland City Council’s approval to rezone the Premises (the “Rezoning Approval”) to increase residential density for its development of the Premises as described in the Proposal (the “Project”). The Buyer will be responsible for obtaining, at its sole expense, the Rezoning Approval and any other regulatory approvals required for the Project prior to Closing. Buyer may terminate this Agreement and receive a full refund of the Deposit if the Rezoning Approval is not received.
- d. **Financing Contingency.** The Buyer’s obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following: (i) for the residential rental portion of the project an allocation of Federal low-income housing tax credits (“LIHTCs”), other

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

- e. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record environmental, or survey matters first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- f. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer’s reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- g. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and easements described herein, including, without limitation, an easement to be reserved by, and in form and substance satisfactory to the City and Buyer, the City for access to, and maintenance, repair, and replacement of, the trail located between the Premises and the I-295 corridor; (ii) easements for utilities servicing the property, in form and substance satisfactory to the City and Buyer, including, without limitation, Utility and sewer (iii) zoning ordinances, and (iv) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to

the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine. The City shall provide a draft of the deed, and of any declaration of covenants and restrictions pursuant to section 11, to Buyer one month before the end of the Due Diligence Period, and the City and Buyer shall in good faith endeavor to agree on the form of the deed prior to the end of the Due Diligence Period.

- h. Existing Natural Gas Equipment and Easement. The City has informed Buyer that the City believes that all or a portion of the existing natural gas pipe and other equipment depicted on Exhibit B may be actually located outside of the easement provided by the City to Unitil. The City shall use best efforts to work with Unitil to resolve the actual location of the gas pipeline and equipment and amend the easement, if necessary, within three months of the Effective Date. If City is unable to amend the Unitil easement to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement as set forth in subsection (i) below.
- i. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the Due Diligence Period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case the City shall return the Deposit to Buyer and neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and

agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

- 5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the tax year during which the closing occurs, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
- 6. **DEFAULT AND REMEDIES.** Prior to Closing, in the event that Buyer defaults hereunder for a reason other than the default of the City, the City may terminate this Agreement and retain the Deposit, and neither party shall have any further obligation

- to the other. In the event that Buyer defaults on any matters addressed in this Agreement that survive Closing, Seller may pursue all available legal and equitable remedies. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement and elect in substitution therefor, as its sole remedy, the right to a return of the Deposit.
7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the Effective Date unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, obtain a return of the Deposit, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
8. **PROPERTY SOLD “AS IS, WHERE IS.”** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys’, consultants’, and experts’ fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City’s release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer’s successors, assigns, and transferees.
10. **CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a date and time specified by

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

- a. The City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the Purchase Price to the City.
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

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

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

a. Rental Housing Project.

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

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

b. Cooperative Housing Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- e. Notwithstanding the above provisions, if after closing, Buyer, or its successors, assigns, or transferees determines that it is not feasible to develop the Property as a rental housing project using Maine State Housing Authority financing or as a cooperative leasing/ownership structure, Buyer may develop the Property using a different financing or leasing/ownership structure so long as the unit mix and affordability criteria provided in this Agreement are satisfied. If the Buyer or its successors does so within the time periods specified, the City shall not have the right to repurchase the Property.
- f. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a declaration of covenants, conditions and restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

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

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

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

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

FOR BUYER: Douglass Commons LLC
c/o The Szanton Company
482 Congress, Suite 203
Portland, ME 04101

And to:

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

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

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

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

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

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


WITNESS

CITY OF PORTLAND


Jon P. Jennings
Its City Manager


WITNESS

DOUGLASS COMMONS, LLC

By: 
Printed Name: Nathan S. Szanton
Its Manager

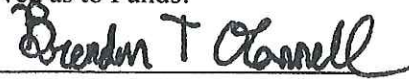
Approved as to Form:


City Corporation Counsel's Office

and

By: 
Printed Name: Brian Eng
Its Manager

Approved as to Funds:


City Finance Department

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

I. NOTICE AND SPECIFICATIONS

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

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

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

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

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

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

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

II. GENERAL INFORMATION

Summary of Request:

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

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

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

Site Information:

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

Use, of the City Code.

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

III. CITY GOALS

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

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

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

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

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

The general terms for this real estate transaction include:

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

IV. PROPOSED SCORING

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

Proposed use to achieve the City of Portland's goals

40 points

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

Impact on surrounding neighborhood, including design.

25 points

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

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

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

35 points

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

SUBMISSION INFORMATION

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

Photographs and maps of the site and area are required.

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

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

V. SALE INFORMATION

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

VI. OTHER INFORMATION

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

VII. LEGAL REQUIREMENTS

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

VIII. RESERVATION of RIGHTS

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

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

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

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

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

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

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

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

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

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

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

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____

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

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

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

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

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

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

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

New Search!

Current Owner Information:

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

Current Assessed Valuation:

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

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

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

New Search!

Current Owner Information:

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

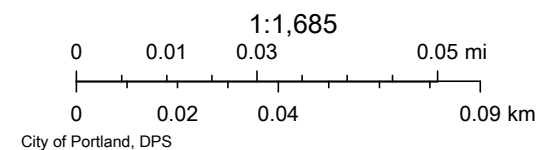
Current Assessed Valuation:

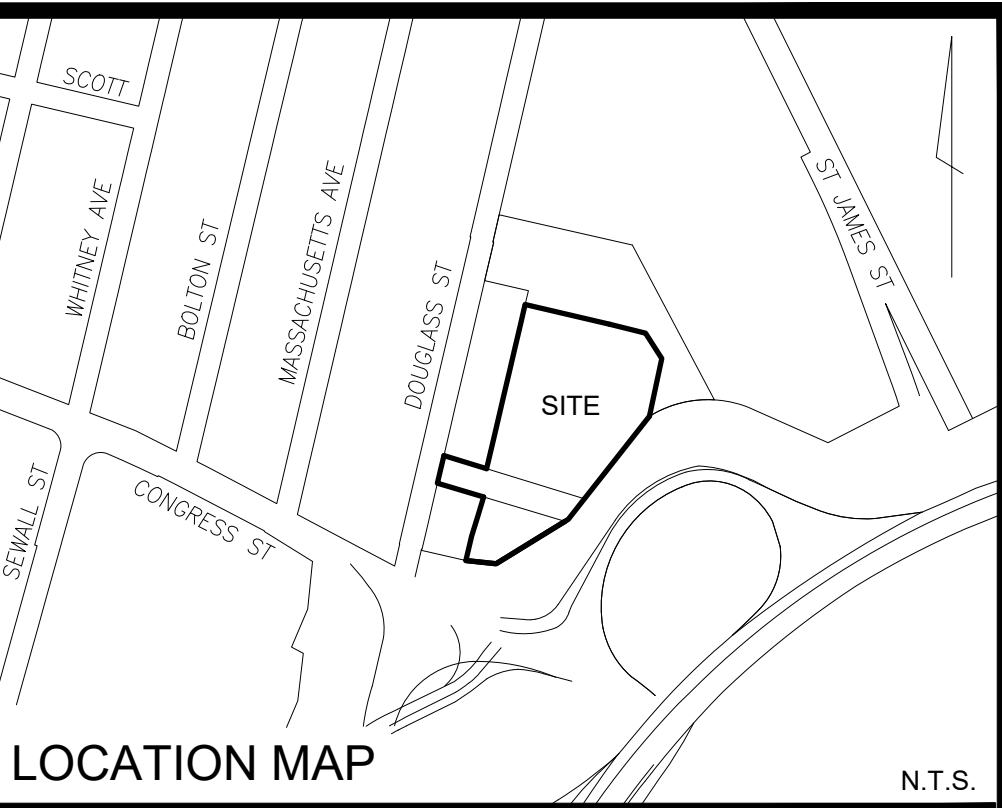
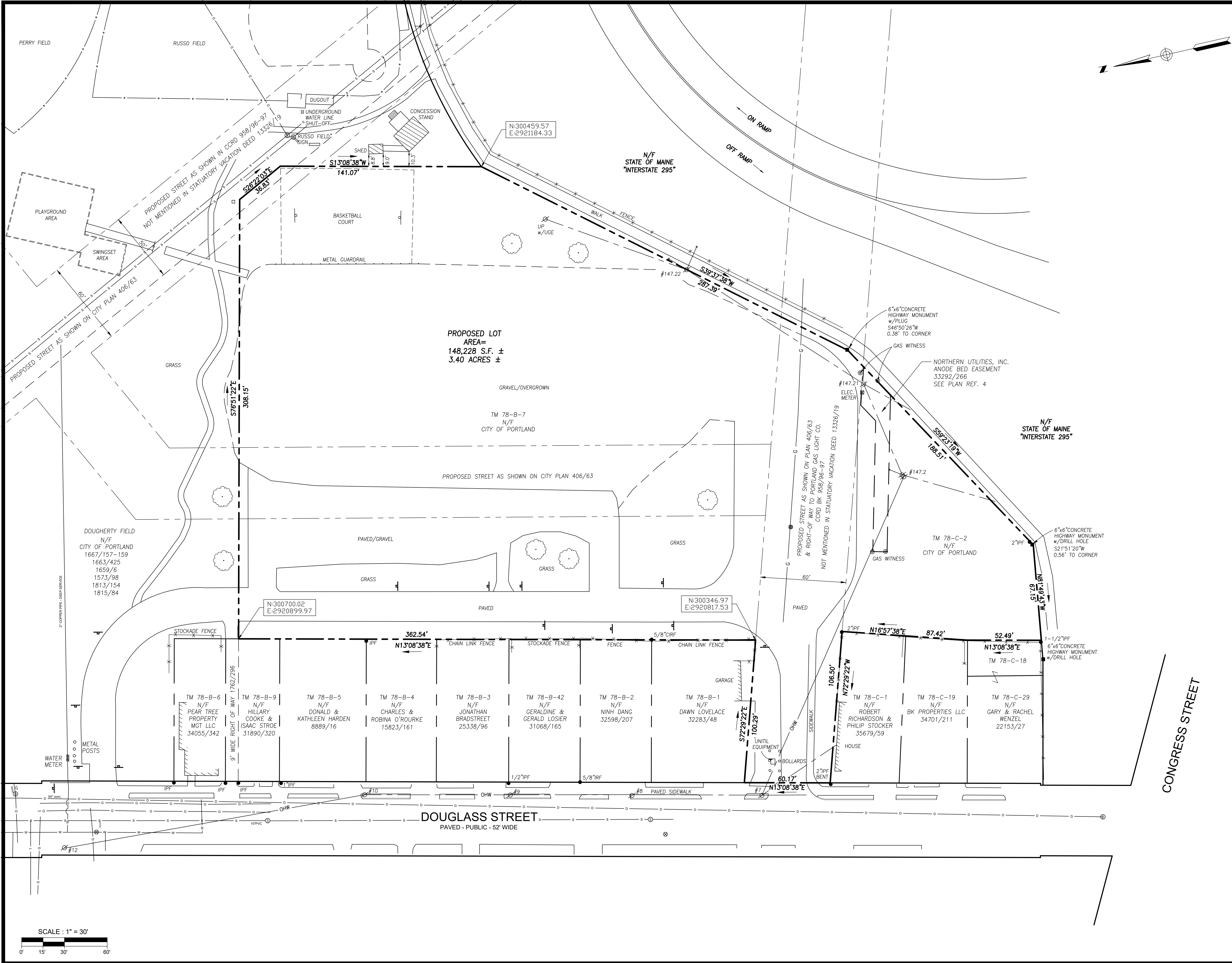
TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$489,100.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	389 CONGRESS ST
MUNICIPAL TYPE	(\$489,100.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	\$0.00	
TAX AMOUNT	\$0.00	

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



 Override 1





LEGEND

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

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

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

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEY HAS NOT PHYSICALLY LOCATION THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

RANDY R. LOUBIER, PLS #2407

DATE

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

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLV DATE: MARCH 1, 2021 JOB NO. 2021-026 P
CHECKED BY: RRL SCALE: 1" = 30' DRWG. NO. 1

A. Developer

RFP#20067

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

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

B. Douglass Commons Proposal

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

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

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

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

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

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

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

Impact on Surrounding Neighborhood: Project Design (15 points)

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

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

Amenities and unit design (10 points)

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

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

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

Proposed Re-Zoning

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

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

C. Financial Feasibility

Prospective and Committed Sources of Funding & Letters from Lending Institutions

Apartments

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

Co-op

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

Attachments:

Attachment 1: Site Images

Site Photographs and Maps

Proposed Site Plan & Rendering

Attachment 2: Letters of Interest and Support

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

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

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

C. Financial Feasibility cont. Development and Operating Budgets

Co-op Development Budget

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

Co-Op Operating Budget

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

C. Financial Feasibility cont. Development and Operating Budgets

Apartments Development Budget

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

Apartments Operating Budget

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

D. Timetable:

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

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

E. Developer Capacity:

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

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

See Attachment 3: Portfolios

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

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

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

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

The Co-op and Apartments will be managed separately.

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

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

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

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

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

G. Purchase Price:

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

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

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

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

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

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

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

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

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

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

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

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

PRINT NAME & TITLE: Nathan Szanton, President

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

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

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

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

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

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

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

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

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



June 11, 2020

Honorable Mayor and Councilors:

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

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

In terms of this projects' design program, we:

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

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

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



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

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

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

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

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

Sincerely,

Maureen Morse

Chair



COOPERATIVE DEVELOPMENT INSTITUTE

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

June 8, 2020

To whom it may concern:

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

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

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

Our intention is that at Douglass Street, CDI will:

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

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

Sincerely,

Noémi Giszpenc
Executive Director

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

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

Future Residents of Douglass Commons Co-op

June 2020

To whom it may concern:

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

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

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

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

Sincerely,

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

June 1, 2020

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

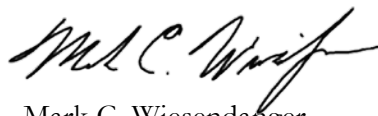
RE: Request for Proposals for 43 & 91 Douglass Street

Dear Mr. Fitzgerald:

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

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

Sincerely,



Mark C. Wiesendanger
Director of Development



NORTHERN NEW ENGLAND
HOUSING INVESTMENT FUND

5/28/2020

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

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

Dear Carl:

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

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

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

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

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

Sincerely,

Mark Brooks
VP of Underwriting
Northern New England Housing Investment Fund



May 27, 2020

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

RE: 43 & 91 Douglass Street

To Whom It May Concern:

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

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

Sincerely,

A handwritten signature in black ink that reads "Ronald B. Hunt". The signature is written in a cursive style with a large, stylized "H" and a long, sweeping underline.

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



June 12, 2020

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

RE: Douglas Commons Cooperative

To whom it may concern:

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

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

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

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

Sincerely,

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

Hugh Jeffers
Vice President of Originations



June 12, 2020

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

Dear Liz:

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

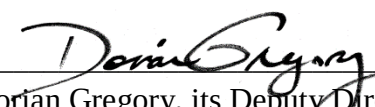
Since CFNE's founding in 1975, we have made over 1,000 loans, totaling over \$60 million, including many loans to support the purchase of cooperatively-owned real estate property. We look forward to seriously consider an application to provide a loan of up to \$855,000 for the above-mentioned purpose.

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

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

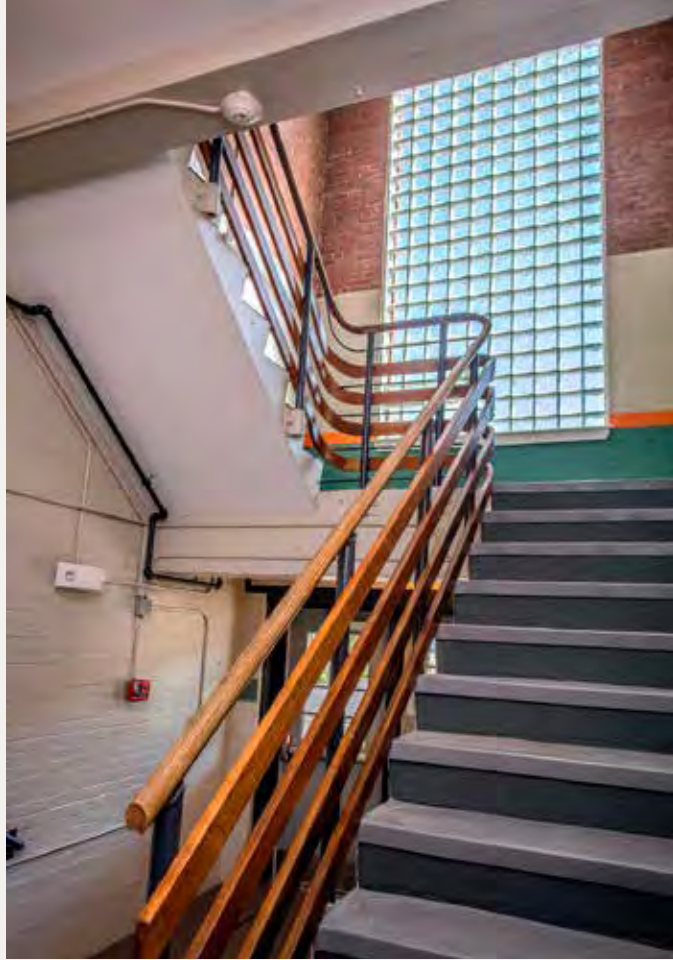
Please let us know if we can provide any other information and we look forward to working with your loan application and other capital needs. Thank you for using the services of the Cooperative Fund.

COOPERATIVE FUND OF NEW ENGLAND, INC.

By: 
Dorian Gregory, its Deputy Director

THE SZANTON COMPANY

an Affiliate of the Monks Companies



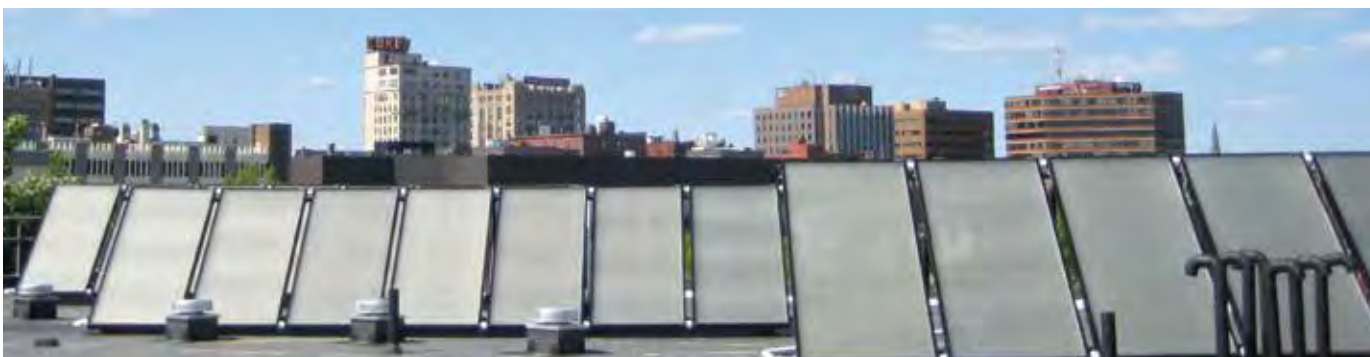
ABOUT THE SZANTON COMPANY

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

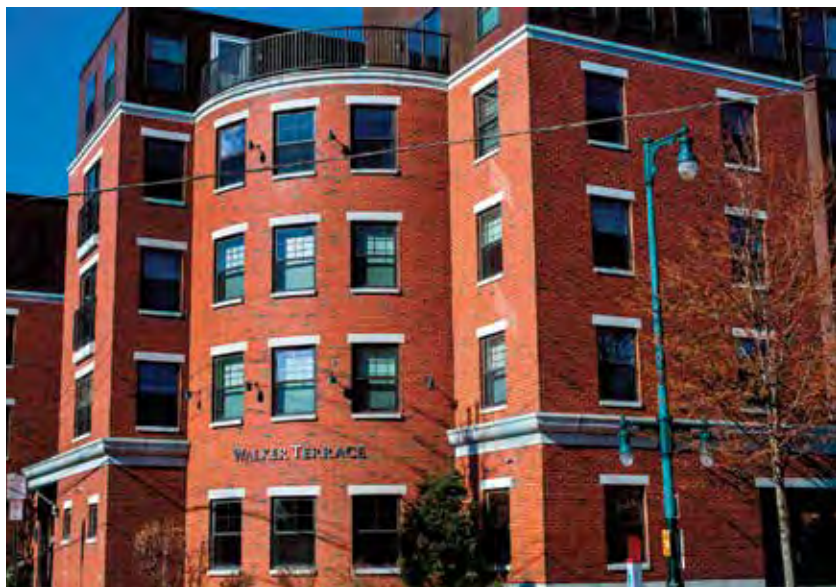
The mission of The Szanton Company is to create attractive and affordable rental housing that our residents are proud to call home. We do this by:

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

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



Rooftop solar panels at 53 Danforth



PRINCIPALS & STAFF

NATHAN SZANTON, PRESIDENT

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

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



ROBERT C.S. MONKS, PRINCIPAL

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

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

Above: Walker Terrace

Left: The Mill at Saco Falls

Facing Page: The Lofts at Bates Mill

AMY CULLEN, VICE PRESIDENT AND PROJECT PARTNER

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

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

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

KRISTIN MARTIN, DEVELOPMENT OFFICER

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

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



ABOUT SACO FALLS MANAGEMENT

HISTORY

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

OUR MISSION

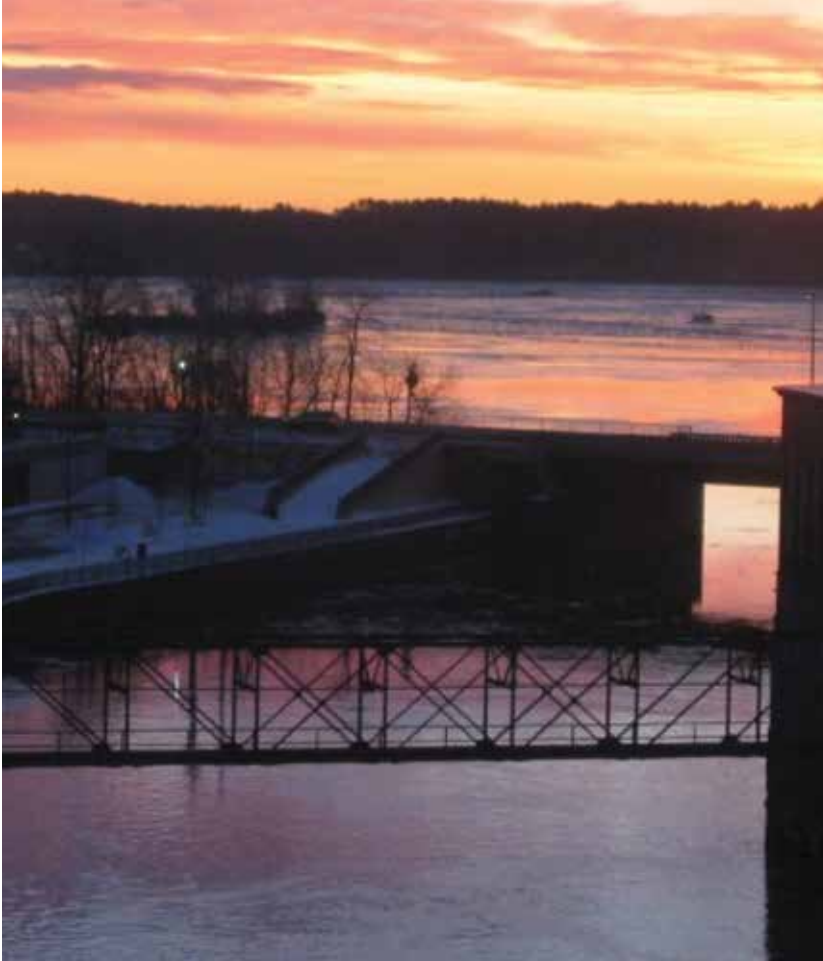
Our mission is creating rental properties that exceed expectations. We are guided by the following core values: honesty, integrity, candor, high standards of quality, respect for all with whom we deal, openness to new ideas, and a culture of continuous learning and enhancement of our knowledge and skills.



SACO FALLS MANAGEMENT



Walker Terrace



View from an apartment at The Mill at Saco Falls

RESIDENT SELECTION

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

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



BATH, MAINE



Huse School Apartments (2017)

LEWISTON, MAINE



The Lofts At Bates Mill (2012)



The Hartley Block (2019)

AUBURN, MAINE



48 Hampshire (2020)

PORTLAND, MAINE



Casco Terrace (2004)



Walker Terrace (2006)



53 Danforth (2009)



The Furman Block (2020)

BIDDEFORD, MAINE



The Mill At Saco Falls (2010)



The Lofts At Saco Falls (2016)

EXETER, NEW HAMPSHIRE



The Squamscott Block (2007)

CASCO TERRACE

41 STATE STREET, PORTLAND, MAINE



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

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



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

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

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

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

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

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



YEAR COMPLETED: 2004

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

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing and TD Bank

WALKER TERRACE

1 WALKER STREET, PORTLAND, MAINE



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

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

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



YEAR COMPLETED: 2006

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

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Portland Builders

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

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



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

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

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

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

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

YEAR COMPLETED: 2007

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

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: North Branch Construction

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



53 DANFORTH

53 DANFORTH STREET, PORTLAND, MAINE



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

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

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



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



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

THE MILL AT SACO FALLS

100 SACO FALLS WAY, BIDDEFORD, MAINE



YEAR COMPLETED: 2010

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

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

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

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

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



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



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

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

THE LOFTS AT BATES MILL

36 CHESTNUT STREET, LEWISTON, MAINE



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

Facing page:

Top: The Lofts at Bates Mill entrance

Bottom: Lobby with display of historic artifacts

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

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

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



YEAR COMPLETED: 2012

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

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Platz Associates

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

THE LOFTS AT SACO FALLS

75 SACO FALLS WAY, BIDDEFORD, MAINE



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

Facing Page:
The Lofts at Saco Falls renovated interiors



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

—Mayor Alan Casavant at his Groundbreaking speech

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

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



YEAR COMPLETED: 2016

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

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

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

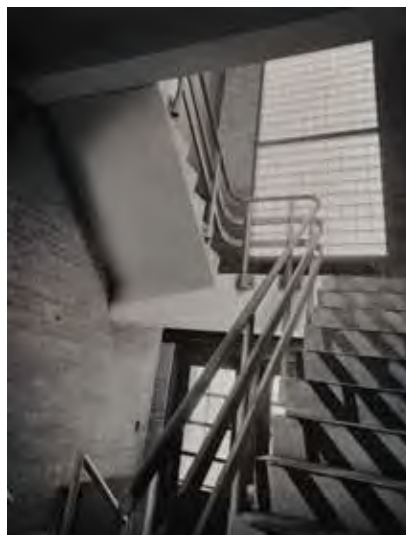
HUSE SCHOOL APARTMENTS

39 ANDREWS ROAD, BATH, MAINE



Above: Renovated Huse School gym

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



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

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

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

YEAR COMPLETED: 2017

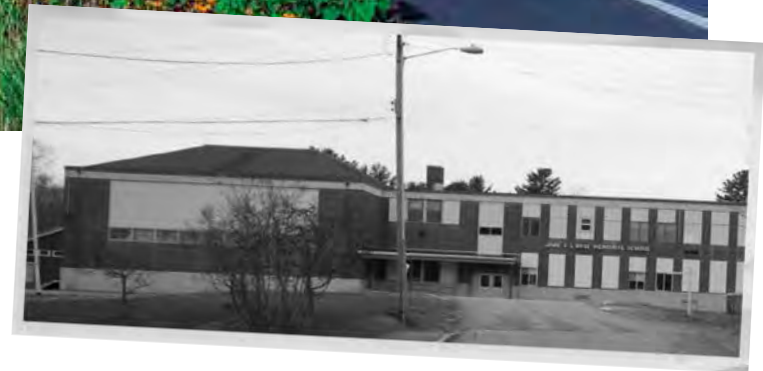
UNITS: 59 (16 Market-Rate + 43 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Zachau Construction

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

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



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

THE HARTLEY BLOCK

155 LISBON STREET, LEWISTON, MAINE



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

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

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

—Lewiston Mayor Shane Bouchard

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

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

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



YEAR COMPLETED: 2019

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

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Hebert Construction

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

48 HAMPSHIRE

48 HAMPSHIRE STREET, AUBURN, MAINE



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

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

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

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



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

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

—Auburn Mayor Jason Levesque



Above: Rendering of East elevation

PROJECTED COMPLETION: 2020

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

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Benchmark Construction

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

THE FURMAN BLOCK

100 PARRIS STREET, PORTLAND, MAINE



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

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



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

—Portland City Councilor David Brenerman

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

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

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

PROJECTED COMPLETION: 2020

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

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Hebert Construction

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



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

REFERENCES

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Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

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

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

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



PRINCIPALS



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



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



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



PROJECTS



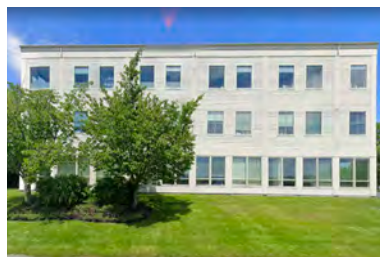
M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



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



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



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

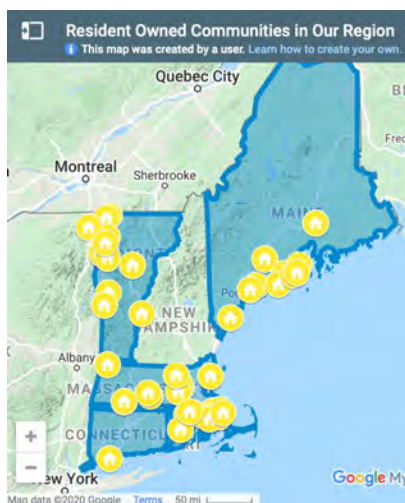


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors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



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

New England Resident Owned Community Projects (NEROC)



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

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

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

Charter Oaks Village Cooperative



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

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

Mountainside Community Cooperative



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

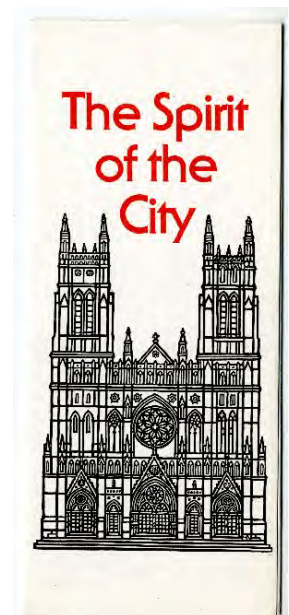
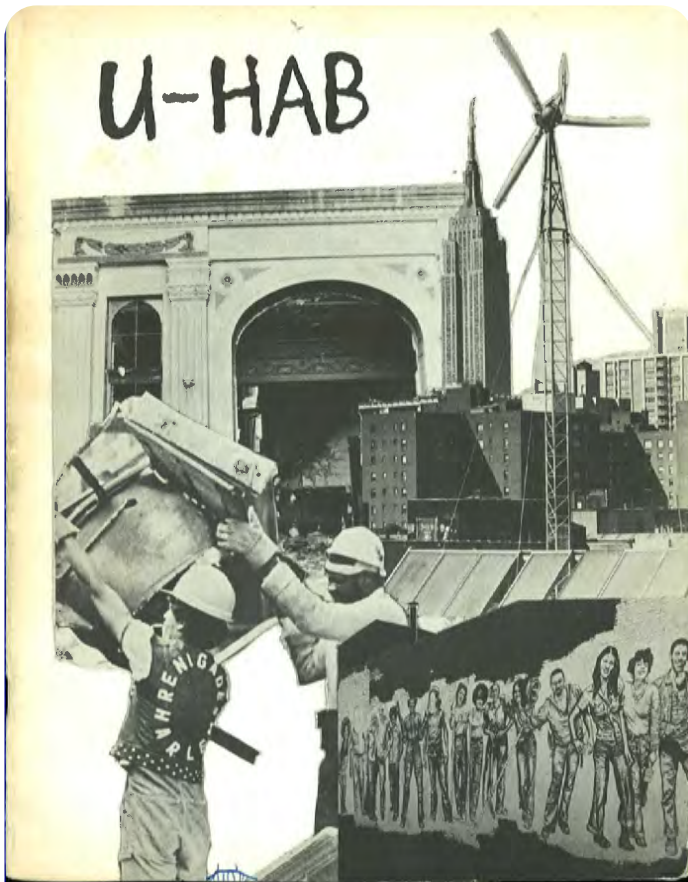
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



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

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



2019 UHAB ANNUAL REPORT

Building for Us

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

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

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

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

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

Sincerely,

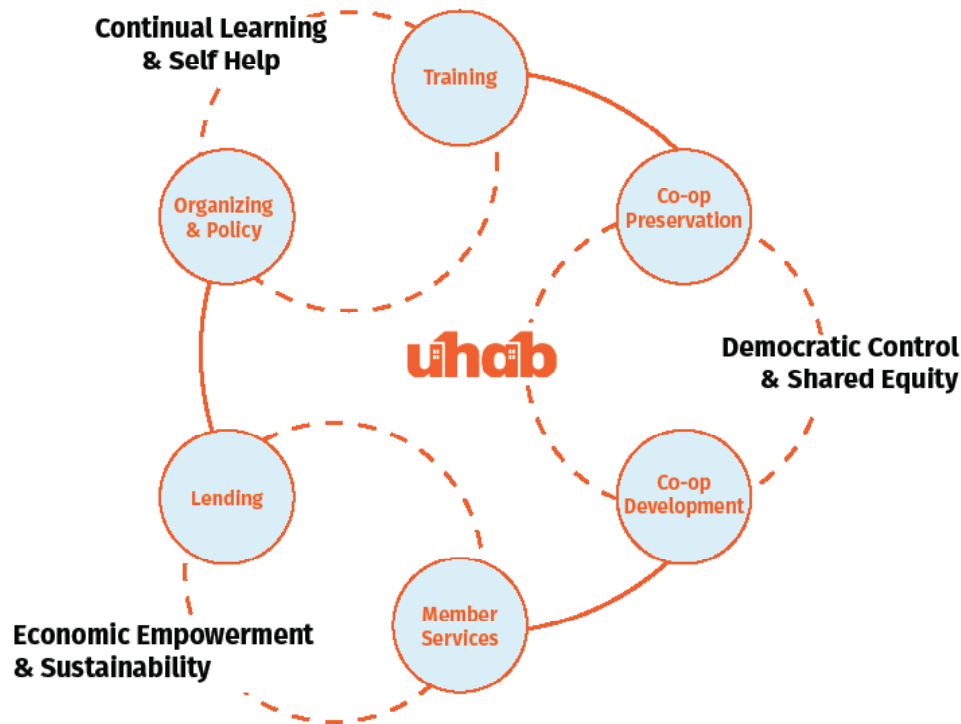
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

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

Our Principles



I. Continual Learning & Self Help

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

II. Democratic Residential Control & Shared Equity

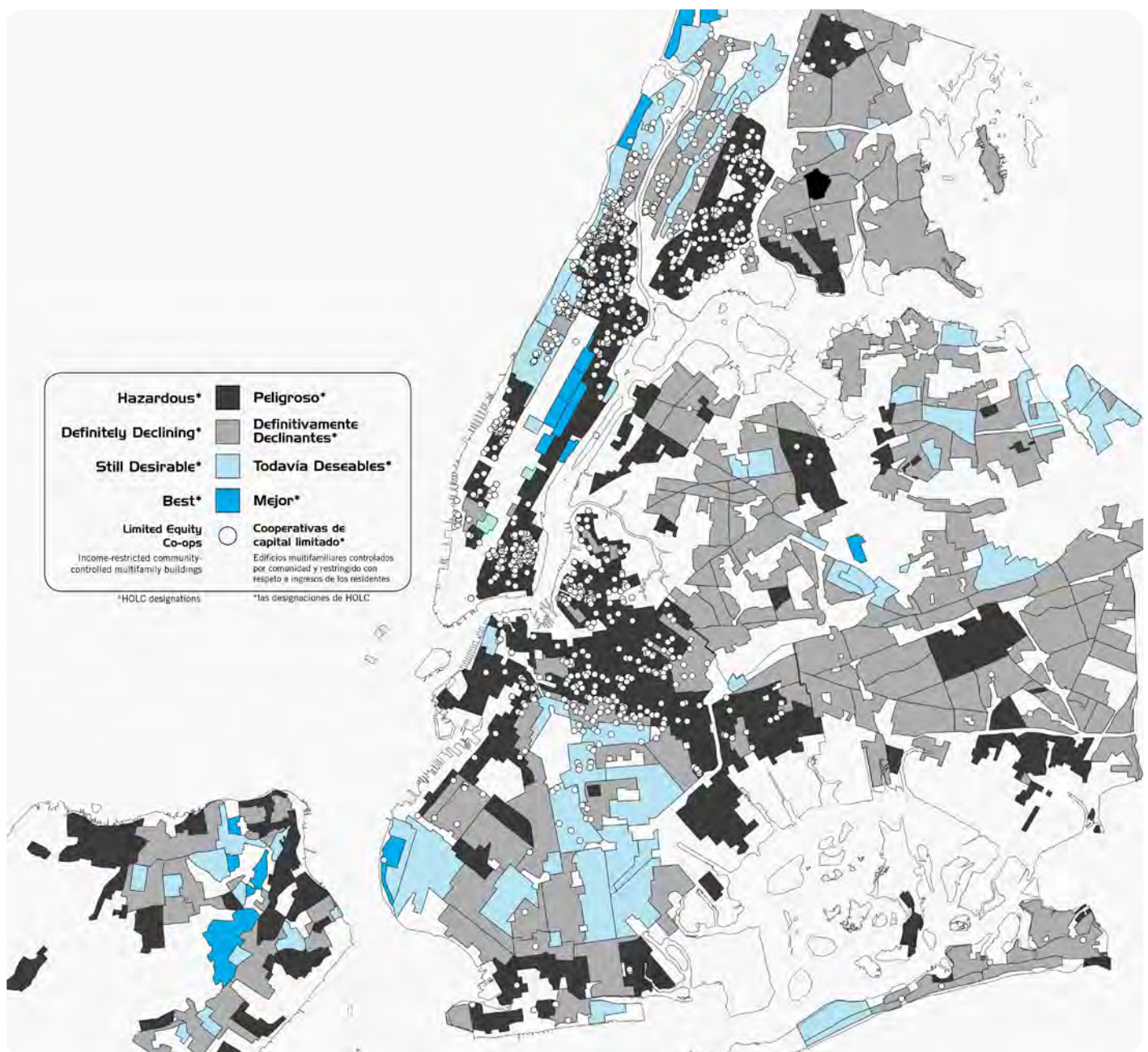
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

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

Housing Justice is Racial Justice

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



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

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

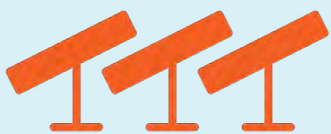


Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's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

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

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



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

203
trainings for
affordable
co-op
residents



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



Our Co-op
Preservation
team helped

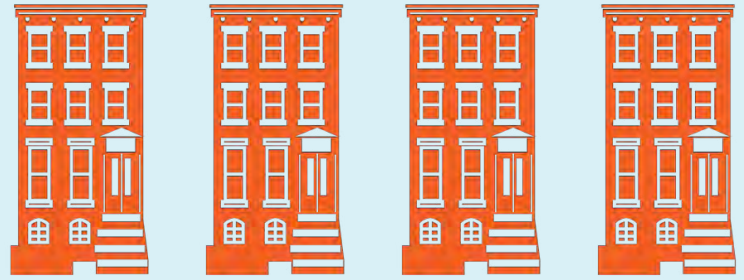
15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

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



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

developed **over**

1,300 units of

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



FIRM BIO



ACETO LANDSCAPE ARCHITECTS

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

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

PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

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



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

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



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

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



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

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

RESIDENTIAL

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

COMMERCIAL/CAMPUS

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

HOUSING & DEVELOPMENT

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

PUBLIC

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

REFERENCES

CAITLIN CAMERON

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

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

BRUCE HYMAN

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

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

RICH CIECIUCH

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

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

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

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

JAY CHACE

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

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



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

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

KEY STAFF SERVICES STATUS REFERENCE

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



GRIST MILL NEIGHBORHOOD SCARBOROUGH ME

ALA worked closely with an experienced Southern Maine builder to develop a neighborhood plan which begins to challenge conventional subdivision development rules with a compact pattern and highly walkable streetscape organized around a central woodland preserve which serves as a neighborhood playscape.

KEY STAFF	Nick Aceto, Seth Kimball
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed Fall 2019
REFERENCE	Jay Chace, Planning Director, Town of Scarborough Jchace@Scarboroughmaine.org



FRONTRUNNER PARK

SCARBOROUGH ME

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

KEY STAFF

Nick Aceto, Seth Kimball

SERVICES

Master Planning, Urban Design, Landscape Architecture, Visualization

STATUS

Permitted, Expected Construction Fall 2020

REFERENCE

Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

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

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

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

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



BASALT ON-CALL PLANNING

BASALT CO

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

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed



BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

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

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



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

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

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



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

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

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



JAX SCHOONER HEAD EAST CO-HOUSING

BAR HARBOR, ME

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

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



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

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

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



LIBBYTOWN PLAYScape

PORTLAND ME

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

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

Blackstone Senior Living

Location: Falmouth, Maine

Completion Date: February 2018

Size: 15,000 square feet new

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

Cost: \$185 / sf

Scope: New Construction and rehabilitation

Reference:

Catherine Elliott

Avesta Housing

(207) 553-7780

CElliott@avestahousing.org





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

www.archetype-architects.com

Company Background and History

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

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

Personnel:

Principals: David Lloyd
William Hopkins

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

Architectural Associates: Michael Hutchins
Mike Coyne
Devin Cough

Architectural Interns: Maryna Nelson
Sam Berry

Interior Designer: Sally Anderson

Office Manager: Susan Geffers

Registration Status:

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

Professional Affiliations:

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

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

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

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

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





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

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

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

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

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

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

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

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



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

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

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

- **Munjoy Heights**

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



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

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

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

- **200 Valley St**

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



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

- **Little Dolphin Drive & Jocelyn Place**

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



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

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

- **89 Anderson Street**

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



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

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

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

- **667 Congress Street – The Hiawatha**

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

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





CREDERE

ASSOCIATES, LLC

Brownfield Assessment & Cleanup

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

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

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

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



Marada Adams School – 48 Moody Street, Portland, Maine

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

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



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

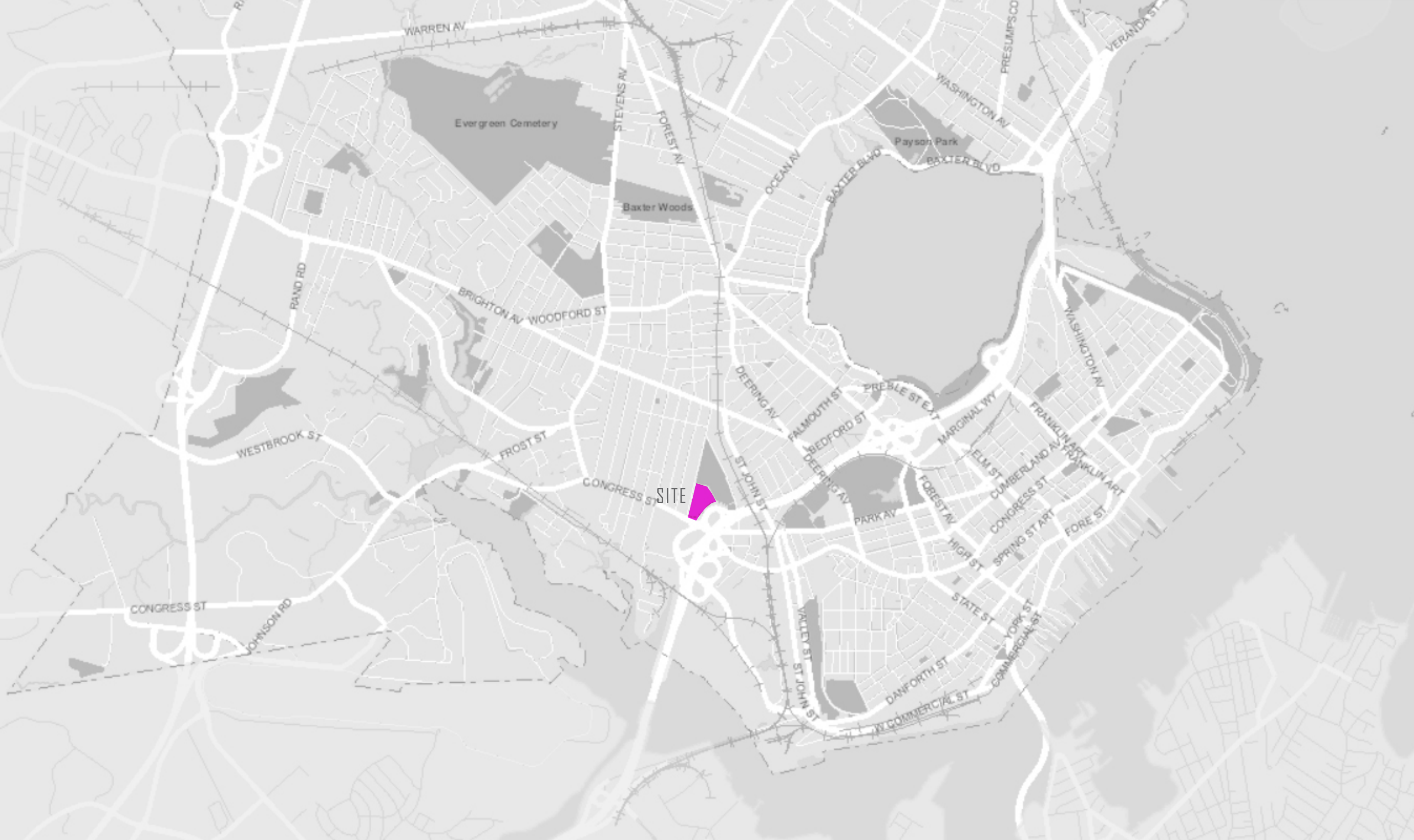
The South Portland Housing Authority acquired the former St. John parish church, rectory (i.e. a residence for clergy), and a church school in Thornton Heights or South Portland, Maine. The buildings on the 1.81-acre site were severely dilapidated and contained substantial hazardous

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

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

State Street School – 261 Center Street, Brewer, Maine

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







SITE

TRANSIT STOP

TRANSIT STOP







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

PARKING SUMMARY	
81 SPACES	(.75/UNIT)

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

DOUGLASS COMMONS CO-OP+
OVERALL SITE PLAN

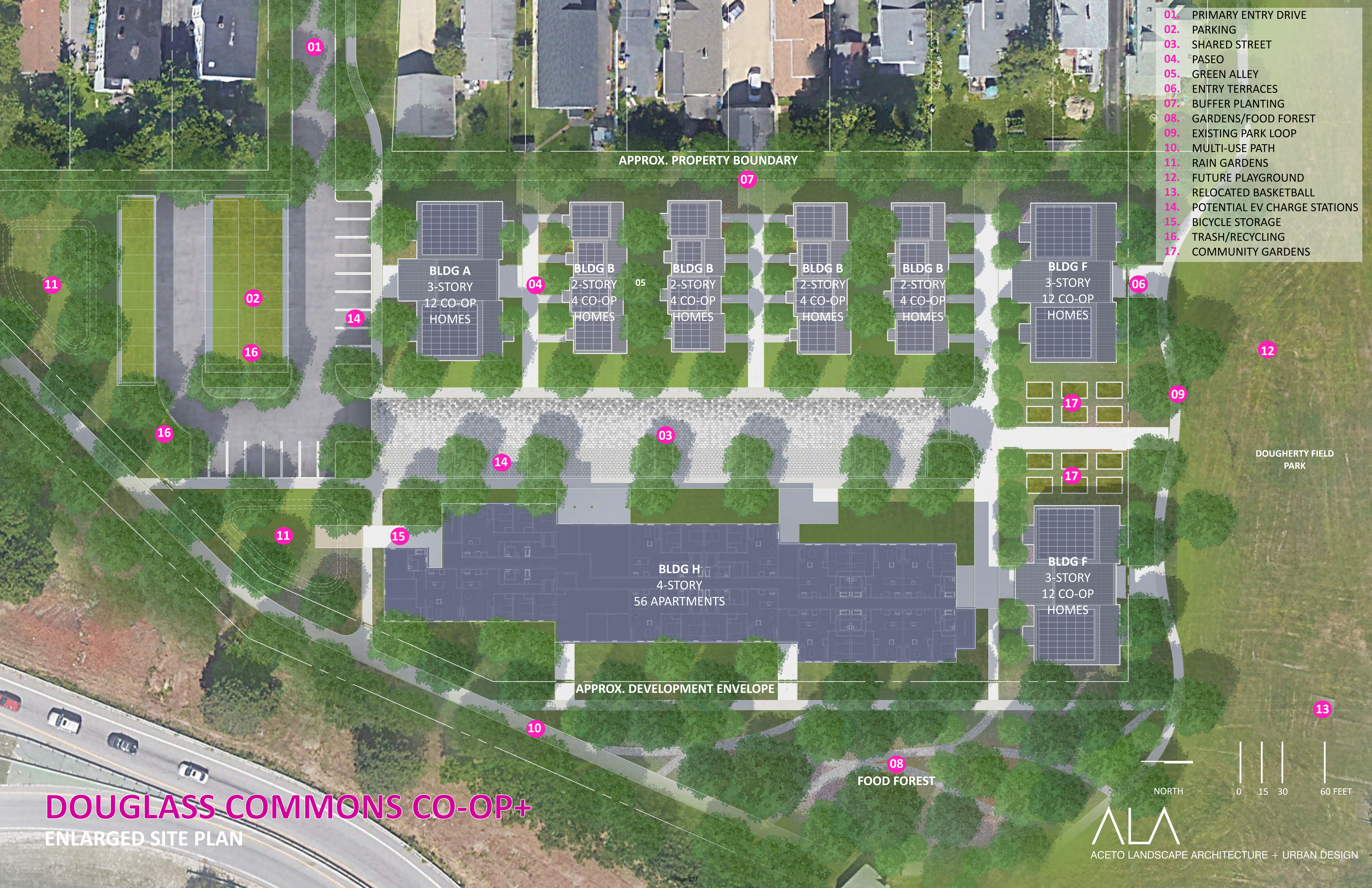
NORTH

0153060 FEET

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

0153060

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



DOUGLASS COMMONS CO-OP+

ENLARGED SITE PLAN

08
FOOD FOREST

NORTH



ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN



EXHIBIT D

Minimum Household Size and Maximum Allowable Monthly Rent Calculation

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

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

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

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

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

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

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

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



**Maine Cooperative Development Partners
&
The Szanton Company**

July 19, 2021

Dear Neighbor,

Please join Maine Cooperative Development Partners and The Szanton Company for a neighborhood meeting to discuss our plans and proposed zoning amendment for the Douglass Commons Neighborhood proposed at 43 & 91 Douglass Street.

Date: Tuesday, August 3, 7:00 pm
Meeting Location: Jewish Community Alliance, 1342 Congress St, Portland

Maine Cooperative Development Partners and The Szanton Company are working with the City of Portland to create Douglass Commons: an affordable, green, transit-oriented, walkable, neighborhood at the site of the former West School (43 & 91 Douglass Street), adjacent to Dougherty Fields.

In order to accomplish the goals of the project, we have requested a re-zone of the parcel from the R-5 to the R-5a zone. This would allow for a planned residential unit development (PRUD) that would accommodate our proposed 108 units of housing.

- For more information, maps, notes and presentations from previous neighborhood meetings, and zoom and phone links, please visit: <https://www.mainecooperativehousing.com/douglass.html>
- **Please RSVP**, ask questions, or join our email list by emailing Liz Trice at liztrice@gmail.com

We look forward to connecting with you.

Liz Trice, Matt Peters, and Brian Eng - Maine Cooperative Development Partners Team
Carl Szanton, Amy Cullen, Nathan Szanton - The Szanton Company

The Land Use Code requires that neighboring property owners and residents on an "interested parties list" be invited to participate in this neighborhood meeting. A [electronic] sign-in sheet will be circulated and a record of the meeting will be taken. Both the sign-in sheet and record will be submitted to the Planning Board.

Under the City of Portland land use code, an applicant for a major site plan, master development plan, subdivision of over five lots, or zoning map amendment is required to hold a neighborhood meeting within 30 days of an application being deemed complete and no less than seven calendar days before a public hearing. Should you wish to offer additional comments on this proposed development, you may forward them by e-mail to planning@portlandmaine.gov or by mail to the Planning and Urban Development Department, Planning Division, 4th Floor, 389 Congress Street Portland, ME 04101.

Aug 6, 2021

I, Liz Trice of Douglass Commons LLC (The partnership between Szanton Company and Maine Cooperative Development Partners and hereby certify that a neighborhood meeting was held on Tuesday, Aug 3, 2021 at 7pm for the proposed project located at 45 & 91 Douglass Street.

I also certify that on 8/3/21, more than ten (10) days prior to the neighborhood meeting, notices were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development (1,000 feet for subdivisions within an industrial zone or industrial zone changes).

2. Residents on the "interested parties" list.

Signed,

A handwritten signature in black ink, appearing to read "Liz Trice".

8/6/21

Attachments

1. Copy of the notice sent
2. Sign-in sheet
3. Record of feedback

Desiree ~~Lester~~
 Nicole Mokeme
 Alex Land

Neighborhood meeting sign-in (optional)

Name

Address

Phone

Email (please print clearly)

Ward Peck

242 Douglass St. 210 0870

wardspeck@gmail.com

JIM ALBERTY

Francisco Lopez

76 Rowland St (714) 661-7142

francisco.lopez#18@gmail.com

Dan Harden

81 Douglass St (207) 774-2016

DHARDEN@CMAA-NE.ORG

Jennifer Dubay

50 Bradley St. 415-4650

jnnfrdby@yahoo.com

Damon Yaskawitz

72 Bolton St 207 864-2820

damon.yaskawitz@gmail.com

Matthew Peters

Project team

matt@elysiancommunities.com

Amy Cullen

Project team

acullen@szantoncompany.com

Jon Bradstreet

75 Douglass St.

jonbradstreet@gmail.com

Leigh Tanji

56 Douglass St.

413 847 1224

leightanji@gmail.com

Kellen Sabred

56 Douglass St

330 617 9457

kellensab@gmail.com

Kristen Robinson

335 Forest Ave

207-615-1955

NIKKIA.SKY@GMAIL.COM

Celeste Parke

87 Douglass

207 210 2415

celeste.parke@gmail.com

Maureen S. Morse

25 Whitney Ave.

(617) 515-2495

maureensheamorse@gmail.com

Emma Sudder

143 Bolton
 Carlton Street

Renel Goddard

Michal Chestnutt

Seth Moore

Mark Barowitz

West End Clark St Renter

27 HANOVER ST 207 838-6120

7barowitz@gmail.com

Neighborhood meeting sign-in (optional)

Name
Jim Alberty

Address
44 Walter
Partridge Rd.
Windham

Phone
207.210.2116

Email (please print clearly)
JAlberty@me.com

Douglass Commons Neighborhood Meeting Started meeting at 7:04pm Tuesday, Aug 3, at Jewish Community Alliance

- **Welcome:** Carl Szanton & Amy Cullen from the Szanton Company, Liz Trice and Matt Peters from Maine Cooperative Development Partners

- **Introductions (17 participants)**

In person:

Lee & Kellen, 56 Douglass, renters

Jen Dubay, Bradley Street,

Francisco, Palisant Street

Damon, Bolton Street,

Jon Bradstreet, Abutter on Douglass with concrete driveway and apt above garage

Ward 20 year renter, has son that uses fields, prospective resident

Don Harder 81 Douglass

Celeste Douglass Abutter

Moureen Morse, 25 Whitney, LNA Chair

Jim Alberty, Windham, prospective resident

Kristin Robins, Forest Ave, prospective resident

online:

Emma Scudder 143 Bolton

Renee Goddess - works with evicted folks

Michael Chesna - Architect, interested in equality issues

Seth Moore, West End Clark Street, Renter,

Zack Barowitz, Huntress Street, former LNA Chair,

- **Presentation:** available at www.maine.cooperativehousing.com

Q: How many parking spaces will there be?

- During the competition phase, we said about 80 spaces total; we will figure out specifics during site design process.

When there is a concert at Thompson's Pt., the Parking situation is awful. Also when there is an athletic event on the park.

Concerns about congested parking

Q: Any 4- Bedrooms? A: Not currently planned

Q: Any business uses? A: Not currently planned but could be any business that's currently allowed on Douglass Street.

Reducing Number of cars-

We're negotiating with Metro on free/reduced passes for everyone in our neighborhood.

Hookups for electric cars? yes, we're investigating snow concerns

Snow bans-people cannot park on street. Can St-James Street or Water District be opened as snow ban parking.

Water District seems to have a lot of extra parking. There's actually much more transit

Intersection at Brighton and Douglass

- needs improving ~ needs sidewalks no crosswalk paint
- we'll want a seat at the table during those discussions as they improve the road there.

Street behind the houses

- Some don't mind it being there
- until recently, thought was public road
- very wet there -don't want water to be pushed onto their backyards
- the water got worse when they re-did the street (when the adult ed. was still there)
- Issue with Celeste having a small gravel parking space accessed from existing street behind house - we recommended she talk to the city about access.

How many cars will be there?

- saying there will be less cars isn't enough
- need to really incentivize people to not have cars
- Most people in the meeting indicate a job is necessary for their job. Assuming people wouldn't have cars is unrealistic.
- Safety issues regarding using transit and public streets (walking) to get home.
- Lighting on streets

- Need more walkable places-need light
- Things close early, not a lot of people on the street.

How to transition between now and when we can use less cars = Street parking

During athletic events there is limited parking available on Douglass.

Water district doesn't allow people to park on weekends.

What is unsafe is car infrastructure. To make an area more safe, build less car infrastructure.

Congress St. is a mess. We don't have control over that, but as a neighborhood, we can go to the city together.

How tall is the Szanton Bldg? Will it block some of the highway noise?

- 4 stories, hope it will block some noise

Will it have an elevator?

- The Stanton Company-yes
- The Co-op units- no - elevators are only cost effective in large buildings, coop is building small building to fit in with neighborhood.

Are you considering separating parking from rent?

- Yes. It's a consideration, more likely on Co-op side.

Removing the clover leaf:

- Went to the State, it wasn't voted out of Committee. The Maine DOT strongly opposes. It's a long, difficult process.

How many Coop owners? 1 owner per unit. Explain limited equity cooperative. (Liz explains)
Are there rules to stop it from creating a frat house? The coop will make its own rules, but it's likely to have a diverse group of people.

Any way we can prod the playground along?

- Frustrating in the neighborhood that they haven't started that, yet.

Will there be solar?

Most likely on Co-op side, less likely on apartments due to Maine Housing rules.

Will there be Laundry-will there be on-site?

Yes; shared in apartments, townhomes will likely have in-unit laundry, coop flats not sure if will be shared or individual.

Zoning- what exactly is the change?

Allows us to go a little higher and build denser. Would allow up to about 180 units.

The zoning meets the comprehensive plan.

When will pre-sale begin?

- Probably by spring

Neighborhood meetings- will have more in late fall.

Compiled List of Desires by attendees:

EV Chargers

Carsharing

Use St James Street in addition to Douglass for street parking

Bikeshare

Water District has lots of parking - make a deal with them, especially for snow bans

Need to improve Brighton/Douglass Intersection - There's no curb cut currently for sidewalk, traffic comes fast down Brighton, then turns right Douglass too fast.

#4 Bus on Brighton is an asset - should show on maps. It goes all the way to Gorham and stops right at Douglass, and the Husky line stops at Crooked Mile coffee shop at Stevens and also at USM.

Would like trees or shrubs to separate existing backyards from new townhome backyards

Drainage - it's always wet right behind the backyards - make sure that not more water is flowing that way

"I would love to not have a car, but it's hard."

Exit 5/Douglass intersection is unsafe for pedestrians; woman told story of taking Amtrak to Boston for work and feeling threatened by a person in a vehicle while walking home. Sense that Metro is unsafe for women.

The bridge by St James/ Congress has become a place for transients

It's nice to see adults using fields at night

If we build more infrastructure for cars it will become even less safe for pedestrians

Promoting Toro car share makes sense.

The sidewalk on opposite side of Douglass ends abruptly

Congress is a really scary place to Bike and Walk, very difficult to get to the West End, Transportation Center, or Thompson's point.

Wants to see playground built sooner than later

Wants to see lots of solar panels

Decoupling parking from housing costs - opinions both ways, one person pointed out that parking can cost 25% of housing costs.

Worried about access/lack of elevators (only cost effective in biggest /Szanton building, all common spaces will be on first floor, and each flats building will have at least one ADA unit.)

One person prefers flats to multi floor housing (townhomes will be two story units)

Damon- Very interested in food forest and community gardens; there's a backlog of 700 people wanting gardens.

How do we sign up for housing? Szanton takes an interest list and let's people know 3 months in advance. www.maine.cooperativehousing.com has a signup survey.

Like the idea of the food forest

Community garden space

CITY of PORTLAND, MAINE
Request for Proposals for Disposition of City-Owned Property
Located at 43 & 91 Douglass Street
RFP #2020-2

I. NOTICE AND SPECIFICATIONS

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

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

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

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

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

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

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

II. GENERAL INFORMATION

Summary of Request:

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

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

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

Site Information:

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

Use, of the City Code.

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

III. CITY GOALS

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

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

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

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

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

The general terms for this real estate transaction include:

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

IV. PROPOSED SCORING

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

Proposed use to achieve the City of Portland's goals

40 points

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

Impact on surrounding neighborhood, including design.

25 points

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

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

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

35 points

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

SUBMISSION INFORMATION

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

Photographs and maps of the site and area are required.

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

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

V. SALE INFORMATION

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

VI. OTHER INFORMATION

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

VII. LEGAL REQUIREMENTS

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

VIII. RESERVATION of RIGHTS

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

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

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

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

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

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

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

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

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

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

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

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____

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

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

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

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

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

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

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

New Search!

Current Owner Information:

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

Current Assessed Valuation:

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

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

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

New Search!

Current Owner Information:

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

Current Assessed Valuation:

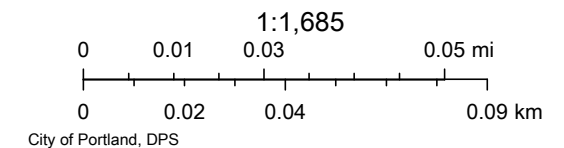
TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$489,100.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	389 CONGRESS ST
MUNICIPAL TYPE	(\$489,100.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	\$0.00	
TAX AMOUNT	\$0.00	

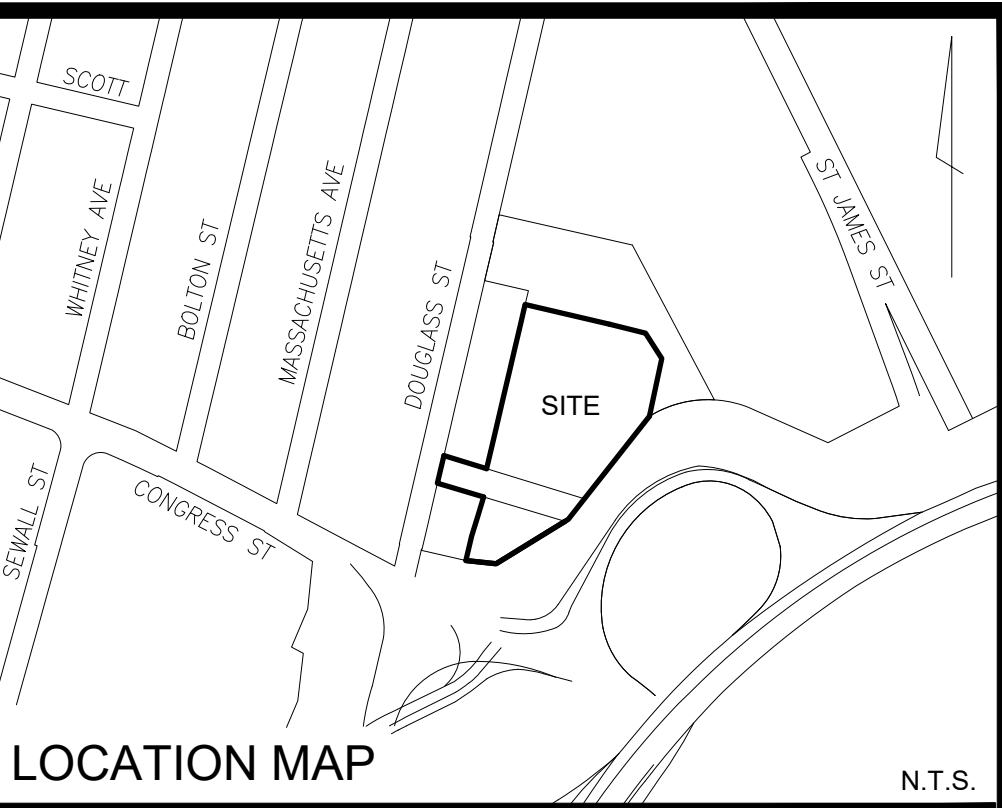
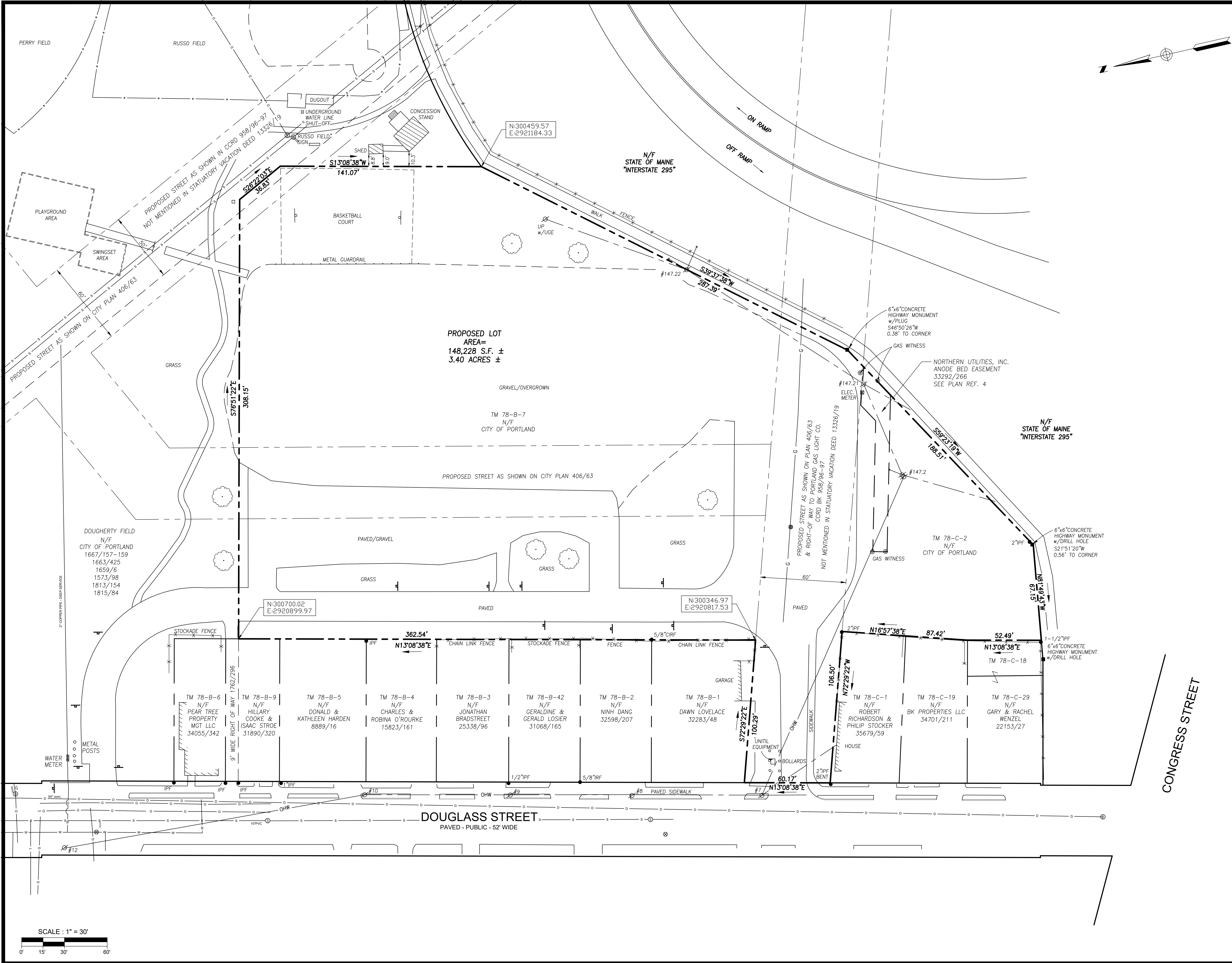
Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).



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

■ Override 1





LEGEND

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

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

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

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEY HAS NOT PHYSICALLY LOCATION THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

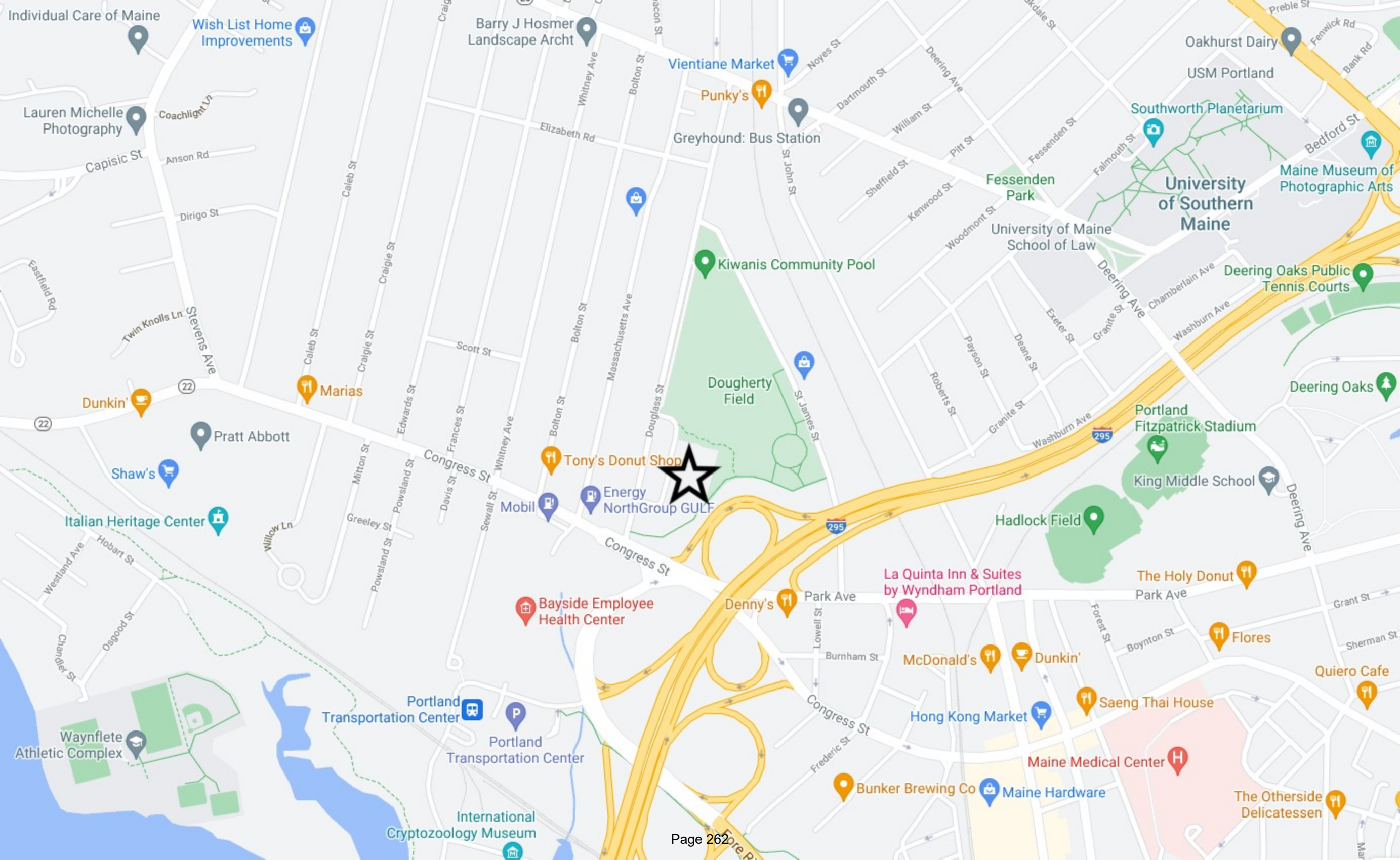
RANDY R. LOUBIER, PLS #2407

DATE

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

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLB DATE: MARCH 1, 2021 JOB NO. 2021-026 P
CHECKED BY: RRL SCALE: 1" = 30' DRWG. NO. 1









DOUGLASS COMMONS CO-OP+
PERSPECTIVE

ALA
ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 18, 2021

SUBJECT: Written Public Comment

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. ORD72-21.22 George Rheault

Prepared by:

Date: 10/18/2021

Public Comment - Order 72-21/22 Zoning Map Amendment: SHAME ON YOU

0 views



George Rheault <george.rheault@gmail.com>

11:58 AM (2 hours ago)

to Public Comment, Dena Libner, Pious Ali, Kate Snyder, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray, Spencer Thibodeau

Portland's City Council is directly responsible for our homelessness crisis by creating artificial housing scarcity through needlessly restrictive zoning and political machinations that minimize housing production even when it is allowed to take place.

While the Council endorses awful (and ultimately very expensive) homeless palliatives like the Riverside Mega-Shelter, it prevents our community from rapidly gaining ground on badly needed housing production.

Nothing illustrates this phenomenon more than the proposed rezoning for the Douglass Street affordable housing project. Instead of making the most of the 3.40 acres, the City Council allowed the enormous potential of this large parcel to largely get wasted through the "Request for Proposals" process whereby the potential here was watered down from the start.

IT WAS MORE IMPORTANT FOR THE COUNCIL TO REWARD ITS FRIENDS WITH A POLITICALLY COMFORTABLE PROJECT THAN TO FIGHT FOR A MUCH GREATER HOUSING DENSITY HERE.

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 6 BUILDINGS AND BUILDING REGULATIONS
RE: ELECTRIC CODE**

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

1. *That Section 6-98 of the Portland City Code is hereby amended to read as follows:*

DIVISION 2. - BUILDING STANDARDS

Sec. 6-98. Adoption of standardized codes.

(a) The City hereby adopts the following codes by reference, pursuant to 30-A M.R.S. § 3003:

1. The Maine Uniform Building and Energy Code ("MUBEC"), as required by 10 M.R.S. § 9724;
2. The appendix to the Maine Uniform Building and Energy Code ("MUBEC") containing optional energy conservation and efficiency requirements, as provided by 10 M.R.S. §9722, sub-§6, ¶10; and
3. The National Electric Code (~~2020~~2014) ("NEC").

(b) MUBEC and the appendix to MUBEC containing optional energy conservation and efficiency requirements shall be enforced by the building authority, which shall be accomplished through inspections performed by the City building official and code enforcement officers, pursuant to 25 M.R.S. § 2373.

(c) To the extent that any standard or provision of MUBEC conflicts with any standard or

provisions from the appendix to MUBEC containing optional energy conservation and efficiency requirements, the standard or provision contained in the appendix shall control and be enforced by the building authority, as provided above.

- (d) The NEC shall be enforced by the building authority.

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
SECTION 15-12
Re: AMUSEMENT DEVICE LICENSE FEES**

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

1. *That Section 15-12 of the Portland City Code is hereby
amended to read as follows:*

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for
licenses issued pursuant to this Code and the expiration date of
each license shall be as follows:

Location in Code	Description	Fee	Expiration Date
---------------------	-------------	-----	--------------------

...

Ch. 4, Art. II	Amusement devices (other than pinball and adult amusements), per device	\$153.00 <u>for up to 25</u> <u>and all additional @</u> <u>\$10.00</u>	Twelve months or concurrent with state liquor license or with any city license
	Pinball machines, per device	\$153.00	Twelve months or concurrent with state liquor license or with any city license

	Adult amusement devices, per location	\$978.00	Twelve months or concurrent with state liquor license or with any city license

...

BE IT FURTHER ORDAINED, that this amendment is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, and shall become effective immediately. Moreover, notwithstanding 1 M.R.S. § 302, this amendment shall be applicable to all proceedings, applications, and petitions pending on or after September 13, 2021.



CITY OF PORTLAND
Permitting and Inspections Department

Memorandum

To: Mayor Snyder and Members of the Portland City Council

From: Jessica B. Hanscombe, Director of Permitting and Inspections

Date: October 14, 2021

RE: Amusement Devices

The City of Portland has an Ordinance Chapter 4, section 4-26 that requires the licensing of any amusement devices on premises. This ordinance section is based on 30-A M.R.S. §3981.

The applicant is required to indicate the number of devices they have at their place of business. These devices are checked by the Health Inspectors as part of their initial inspection for a City license. They verify that the correct number is licensed and that there are no hazards. For example, if there are electrical hazards, the City's Electrical Inspectors are notified. The Inspectors visit the business 2 or more times each year and also examine the premises.

As a result of the above costs and the costs of processing the applications, staff has suggested a fee of \$153 per device for the first 25 and \$10 for any additional devices.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director
DATE: September 29, 2021
SUBJECT: Order 79-21/22 Releasing Deed Restrictions on C Street and Valley Street -
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 10/18/2021 **Final Action 10/18/2021**

Can action be taken at a later date: No The construction loan closing for Avesta's affordable housing development at 200 Valley Street, which is encumbered by the deed restrictions, is scheduled for mid-November

PRESENTATION: Mary Davis will be available for questions. A developer representative will also be available.

I. SUMMARY

Avesta Housing has requested that the City execute a Release Deed removing a 5' set back included in three previous deeds from the City of Portland

II. AGENDA DESCRIPTION

Avesta Housing is preparing for a construction loan closing on the 200 Valley Street rental housing development project. As part of the due diligence for the closing, an examination of the title to the real estate uncovered three deeds from the City to a former owner of the property dating back to 1900 and 1907. The properties referenced include 6 C Street (064 F 015), 204 Valley Street (064 F 008) and 201 Valley Street (064 F 007). The deeds prohibit construction of buildings on the property within 5' of the street line, but the development plans and recorded subdivision plat approved by the Planning Board include less than a 5' setback.

Department of Public Works staff have been consulted and determined that there is no need to continue the 5' setback requirement in the deed, and Corporation Counsel's Office has reviewed and approved the form of the attached release deed.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

As mentioned in the Agenda Description section, this issue was recently discovered by Avesta Housing during a title search of the property, which is part of the due diligence completed prior to the construction loan closing.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The execution of the release deed will allow the construction of a 60-unit multi-family apartment project at 200 Valley Street. The City Council previously approved the allocation of \$491,539.50 in funding from the Jill C. Duson Housing Trust Fund as well as the creation of an Affordable Housing Tax Increment Financing District and approval of a Credit Enhancement Agreement associated with the project.

V. FINANCIAL IMPACT

There is no financial impact associated with the execution of this Release Deed.

VI. STAFF ANALYSIS AND BACKGROUND

Staff supports the request to execute a release deed as it facilitates a project that the City Council has supported through financial resources made available by the City.

VII. RECOMMENDATION

Staff is requesting that the City Council vote to authorize the City Manager, or the Interim City Manager, to execute the Release Deed in substantially the same form as attached in the back-up.

VIII. LIST ATTACHMENTS

1. Releasing Valley Street deed restrictions 10.18.2021
2. Draft Release Deed from City to Avesta Housing Development Corporation
3. Deed from the City Clarence E. Morton and Mary H. Morton dated May 14, 1900, CCRD Book 688, Page 404
4. Deed from the City to Clarence E. Morton dated January 29, 1907, CCRD Book 798, Page 461
5. Deed from City to Clarence E. Morton dated January 29, 1907, CCRD Book 1492, Page 61

Prepared by:

Mary Davis, Division Director

Date: 09/29/2021

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 RELEASING DEED RESTRICTIONS ON C STREET AND VALLEY STREET

ORDERED, that the City of Portland hereby releases any and all deed conditions and restrictions that the City reserved in (i) deed from the City of Portland to Clarence E. Morton and Mary H. Morton dated May 14, 1900, and recorded in the Cumberland County Registry of Deeds in Book 688, Page 404; (ii) deed from the City of Portland to Clarence E. Morton dated January 29, 1907 and recorded in said Registry of Deeds in Book 798, Page 461; and (iii) deed from the City of Portland to Clarence E. Morton, dated January 29, 1907 and recorded in said Registry of Deeds in Book 1492, Page 61;

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute a release deed to release such conditions and restrictions in substantially the form as the Release Deed attached hereto as Attachment A and any other documents necessary or convenient to carry out the intent of said Release Deed and this Order.

QUITCLAIM DEED WITHOUT COVENANT

THE CITY OF PORTLAND, a Maine municipal corporation with a place of business and mailing address of 389 Congress Street, Portland, Maine ("Grantor"), FOR CONSIDERATION PAID, releases to AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a principal place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 ("Grantee") all of Grantor's right, title and interest in and to the following described real property located at Valley and C Streets in Portland, Cumberland County, Maine:

Certain lots or parcels of land more particularly described in the following deeds: (i) deed from the City of Portland to Clarence E. Morton and Mary H. Morton dated May 14, 1900, and recorded in the Cumberland County Registry of Deeds in Book 688, Page 404; (ii) deed from the City of Portland to Clarence E. Morton dated January 29, 1907 and recorded in said Registry of Deeds in Book 798, Page 461; and (iii) deed from the City of Portland to Clarence E. Morton, dated January 29, 1907 and recorded in said Registry of Deeds in Book 1492, Page 61.

The purpose of this deed is to release and terminate all conditions and restrictions imposed by the City of Portland as grantor in the above-referenced deeds.

IN WITNESS WHEREOF, the City of Portland has caused this instrument to be executed by Jon P. Jennings, its City Manager thereunto duly authorized, as of the ____ day of October, 2021.

WITNESS:

THE CITY OF PORTLAND, Grantor

By: _____
Jon P. Jennings, its City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND SS.

October ____, 2021

Personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Portland.

Before me,

Notary Public/Attorney-at-Law
Print Name: _____
My commission expires: _____

Know all Men by these Presents, That

The City of Portland, a body corporate and politic, created and existing under the laws of the State of Maine
in consideration of one dollar and other valuable considerations paid by

Clarence E. Morton and Mary E. Morton, both of Portland in the County of Cumberland and State of Maine

the receipt whereof, the said City do es hereby acknowledge, do es hereby give, grant, bargain, sell and convey unto the said Clarence E. Morton and Mary E. Morton their

City of
Portland

To
Morton

U.S.D.R.
Geo. E. Libby
City Treasurer
May 14
No. 50

heirs and assigns forever, a certain lot or parcel of land situated on the western side of B. street in said City of Portland, bounded and described as follows: Beginning at a stake on the westerly side line of B. street distant southerly on said side line fifty (50) feet from the intersection of the westerly side line of B. street with the southerly side line of C. street; thence in a southerly direction and along said westerly side line of B. street, a distance of fifty (50) feet to a stake; thence in a westerly direction on a line at right angles with said B. street, a distance of one hundred (100) feet to a stake; thence in a northerly direction on a line parallel with said B. street a distance of fifty (50) feet to a stake; thence in an easterly direction on a line at right angles with said B. street a distance of one hundred (100) feet to point of beginning. Containing five thousand (5000) square feet.

This deed is given upon the conditions following:
First, no building or part of a building shall ever be erected on said lot within five (5) feet of the street line.
Second, the City of Portland shall not be held to build or maintain any division fence around any portion of said lot.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Clarence E. Morton and Mary E. Morton, their heirs and assigns, to their use and behoof forever. And the said City of Portland does covenant with the said Grantees their heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances;

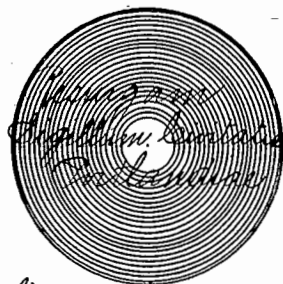
that it has have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that it and its successors heirs, shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said City of Portland has caused its corporate seal to be hereunto affixed and these presents to be signed in its behalf by George E. Libby its Treasurer, thereunto duly authorized, by order of the City Council approved the eighth day of November A.D. 1898.
hand and seal this fourteenth day of May in the year of our Lord one thousand nine hundred

Signed, Sealed and Delivered
in presence of

James L. Dyer

City of Portland
by Geo. E. Libby
its Treasurer



State of Maine, CUMBERLAND, SS.
the above-named George E. Libby, Treasurer May 14, 1900 Then Personally appeared

of Portland and acknowledged the above instrument to be his free act and deed and the free act and deed of the said City of Portland Before me, James L. Dyer Justice of the Peace.

Received May 15 1900, at 12 o'clock 53 m., P. M., and recorded according to the original.

Attest,

Norman Dyer

Register.

Know all Men by these Presents, That

The City of Portland, a body Corporate and politic, located in the County of Cumberland and State of Maine

in consideration of Four Hundred (\$400) Dollars

paid by

Clarence E. Morton, of said Portland

the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said

Clarence E. Norton his

heirs and assigns forever, a certain lot or parcel of land situated on the westerly side of B street in said City of Portland, County of Cumberland and State of Maine bounded and described as follows, to wit: Beginning at a stake on the westerly side line of B street, distant southerly on said side line one hundred (100) feet from the intersection of the westerly side line of B street with the southerly side line of C street, thence in a southerly direction and along said westerly side line of B street, a distance of fifty (50) feet to a stake; thence in a westerly direction on a line at right angles with said B street, a distance of one hundred (100) feet to a stake; thence in a northerly direction on a line parallel with said B street, a distance of fifty (50) feet to a stake; thence in an easterly direction on a line at right angles with said B street, a distance of one hundred (100) feet to point of beginning, containing five thousand (5,000) square feet. The said Grantor hereby covenants and agrees with the said Grantee that no building or part of a building shall ever be erected on said lot within five (5) feet of the street line; and that the City of Portland shall not be held to build or maintain any division fence around any portion of said lot.

City of Portland

Morton

Quitclaim

Book 1492

page 61

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Clarence E. Morton his

heirs and assigns, to their use and behoof forever. And the said City of Portland does

said Grantor his

heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances;

that it has have good right to sell and convey the same to the said Grantee

to hold as aforesaid; and that it and heirs, shall and will warrant and defend the same to the said

Grantor his

heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof,

the said City of Portland has caused its corporate seal to be hereunto affixed and these presents to be signed in its behalf by David Binnie, its Treasurer hereunto duly authorized (by order of the City Council approved the 12th day of June, A.D. 1906)

hand and seal this 29th day of January, A.D. 1907 in the year of our Lord

one thousand nine hundred

Signed, Sealed and Delivered in presence of

Michael P. O'Brien

City of Portland

By David Binnie

Treasurer

Seal

State of Maine, CUMBERLAND, SS.

the above-named

January 31,

1907.

Personally appeared

David Binnie

and acknowledged the above instrument to be his free act and deed.

Before me,

Michael P. O'Brien Notary Public

Justice of the Peace

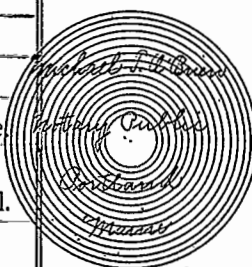
Received

February 8 1907, at 11 o'clock 40 m., A. M., and recorded according to the original.

Attest,

Frank L. Clark

Register.



Know all Men by these Presents, That

The City of Portland, a body corporate and politic, located in the County of Cumberland and State of Maine,

in consideration of four hundred (\$400.) dollars, paid by Clarence E. Morton, of said Portland,

the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Clarence E. Morton, his heirs and assigns forever, a certain lot or parcel of land situated on the westerly side of B street in said City of Portland, County of Cumberland and State of Maine, bounded and described as follows, to wit:-

Beginning at a stake on the westerly side line of B street, distant southerly on said side line one hundred (100) feet from the intersection of the westerly side line of B street with the southerly side line of C street; thence in a southerly direction and along said westerly side line of B street, a distance of fifty (50) feet to a stake; thence in a westerly direction on a line at right angles with said B street, a distance of one hundred (100) feet to a stake; thence in a northerly direction on a line parallel with said B street, a distance of fifty (50) feet to a stake; thence in an easterly direction on a line at right angles with said B street, a distance of one hundred (100) feet to point of beginning. Containing five thousand (5,000) square feet.

The said Grantee hereby covenants and agrees with the said Grantor that no building or part of a building shall ever be erected on said lot within five (5) feet of the street line; and that the City of Portland shall not be held to build or maintain any division fence around any portion of said lot.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Clarence E. Morton, his heirs and assigns, to their use and behoof forever. And the said City of Portland does covenant with the said grantee, his heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all in cumbances;

that it has ~~have~~ good right to sell and convey the same to the said grantee to hold as aforesaid; and that it ~~and~~ heirs, shall and will warrant and defend the same to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said City of Portland has caused its corporate seal to be hereunto affixed and these presents to be signed in its behalf by David Birnie, its Treasurer hereunto duly authorized (by order of the City Council approved the 12th day of June, A. D. 1906,)

~~hand--and seal--~~ this 29th day of January, A.D. 1907 ~~the year of our Lord~~
~~one thousand nine hundred and~~
 Signed, Sealed and Delivered
 in presence of

Michael T. O'Brien

CITY OF PORTLAND CORPORATE SEAL
 By David Birnie, Treasurer, Seal

State of Maine, CUMBERLAND, SS. January 31, 1907. Personally appeared
 the above named David Birnie
 and acknowledged the above instrument to be his free act and deed. -----
 Before me, Michael T. O'Brien, Notary Public, Notarial Seal. Justice of the Peace--
 Received February 21, 1936, at 2 o'clock 30 m.P. M., and recorded according to the original.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2021

SUBJECT: Order 80-21/22 Approving Findings of Fact Re: Fair Elections Portland - Sponsored by Kate Snyder, Mayor

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

In 2019, Fair Elections Portland submitted a petition proposing a change to the City Charter that would add a requirement in the City's Charter that the City's annual budget include "sufficient" funds to finance the campaigns of candidates for the City Council and the Board of Public Education. As contemplated by the State Home Rule Act, the City Council at the time considered whether the proposed change constituted a revision or an amendment to the City's Charter. After several public hearings and, with the advice of Corporation Counsel, the City Council determined that the proposed change constituted a charter revision rather than a more simple amendment of the Charter. Under State statute, revisions of municipal charters may not be placed directly on a ballot for voter consideration and must, instead, be considered and proposed by a Charter Commission.

Fair Elections Portland, Inc., et al. appealed the City Council's determination that the proposed charter change constitutes a revision, not an amendment. On appeal, the City Council's action was largely upheld by both the Superior Court and the Maine Supreme Judicial Court. The Maine Supreme Judicial Court did, however, order the remand of the decision back to the City Council in order to allow the Council to provide "a statement of its basis in law and in fact" for concluding that the proposed change constitutes a revision rather than an amendment of the City Charter. That "statement" is here called Findings of Fact.

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. Findings of Fact in Fair Elections Portland et al. v. Portland Re Charter Commission 10.18.2021.docx

Prepared by:

Date: 10/06/2021

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 FINDINGS OF FACT
RE: Fair Elections Portland**

WHEREAS, in 2019, Fair Elections Portland submitted a petition proposing a change to the City Charter that would add a requirement to the City's Charter that the City's annual budget include "sufficient" funds to finance the campaigns of candidates for the City Council and the Board of Public Education; and

WHEREAS, the City Council at the time considered whether the proposed change constituted a revision or an amendment to the City's Charter and, after several public hearings and with the advice of Corporation Counsel, the City Council determined that the proposed change constituted a charter revision rather than a more simple amendment of the Charter. Under State statute, revisions of municipal charters may not be placed directly on a ballot for voter consideration and must, instead, be considered and proposed by a charter commission; and

WHEREAS, by Order 57-19/20, on October 21, 2019, the Portland City Council approved by a vote of 7-1 (Strimling opposed) an order establishing a Charter Commission, with this language: "that pursuant to 30-A M.R.S. §2102(1), the Portland City Council hereby determines that the revision of the City Charter [to require sufficient public financing for elections] shall be considered or that the adoption of a new municipal charter shall be

considered; and [...] that a Charter Commission shall be established to carry out that purpose." ;
and

WHEREAS, by Order 58-19/20, also on October 21, 2019, the City Council approved by a vote of 7-1 (Strimling opposed, Ali absent) the placement of a question on the ballot at the June 9, 2020 election, "Shall a Charter Commission be established for the purpose of revising the Municipal Charter or establishing a new Municipal Charter?"; and

WHEREAS, the voters of the City of Portland at the June 9, 2020 election approved the establishment of this commission; and

WHEREAS, the Charter Commission's members were elected and appointed in the spring of 2021, and this commission is now at work reviewing the Charter; and

WHEREAS, Fair Elections Portland, Inc., et al. appealed the determination that a Charter Commission was necessary to the courts and, upon appeal, the Maine Supreme Court remanded the decision back to Superior Court for review with the requirement that the City of Portland provide a statement showing the basis in law and in fact for its conclusion that the proposed change constitutes a revision rather than an amendment of the City Charter. That statement is here called "findings of fact."

NOW, THEREFORE, BE IT ORDERED, that Mayor Snyder and members of the Portland City Council hereby adopt the following findings of fact supporting their decision that the petitioners' proposed Charter change constitutes a Charter revision and, therefore, requires review by a Charter Commission:

1. Although Maine law does not specifically define the term Charter, it is generally understood to mean a single document setting forth a plan of municipal government comparable to the State and federal constitutions. Typically, a Charter specifies the form of government (e.g., town meeting-selectmen, town meeting-selectmen-manager or council-manager), the distribution of legislative, executive and other powers, the delegation of various legal and administrative functions, and the procedures for making and implementing budgetary decisions, among other things." Portland's Charter does each of these things and has been amended at least three (3) times in the past ten (10) years.

2. Maine law contains detailed provisions governing adoption, revision and amendment of municipal charters. These provisions are laid out in 30-A M.R.S. sections 2102-2105, known as the "Home Rule Act."

3. As required by 30-A M.R.S. section 2104 it is within the City Council's authority to determine whether or not the proposed petitioner amendment to the City Charter to allow for public financing of elections constitutes an amendment or a revision of the Charter.

4. The distinction contained in the Home Rule Act between charter amendments and charter revisions is significant because, under the Act, charter amendments are appropriately placed directly on the ballot for voter consideration. Proposed charter revisions, on the other hand, may not be placed directly on the ballot. Instead, under the Act, charter revisions must first be deliberated and proposed by a duly constituted charter commission before being presented to voters for their consideration.

5. The proposed Charter change put forward by the petitioners would affect two changes to the City's existing Charter. First, (if approved by the voters) it would require the Council to establish a mechanism for publicly funding the election campaigns of candidates for mayor, city counsel, and school board positions.. Second, it requires the City and the Council to fund that program in amounts "sufficient . . . to allow candidates who meet qualifying criteria to conduct competitive campaigns" in each annual municipal budget. The petitioners have classified this proposed change as an amendment rather than a revision to the charter.

6. The difference between a revision and an amendment is important because, while revisions are subject to the same procedures as for charter adoptions, including the establishment of a charter commission, amendments do not require the establishment of a commission. *See* 30-A M.R.S. section 2104.

7. The general difference between the two concepts is that a revision involves a fundamental change in the form of government, while an amendment is merely a change or correction of a detail in the Charter.

8. A 2006 Maine Superior Court decision held that a proposal to limit the number of special town meetings on budget issues and limit the manner of voting to referendum only was a charter revision as it substantially altered the existing town budget process." *Karytko v. Town of Kennebunk*, 2006 WL 2959505 (York Cty., October 10, 2006).

9. Courts in other states with similar statutory schemes have also held that an amendment "only amends, alters, or improves within the lines of the original charter," while a revision "totally disrupts, cancels, abrogates or makes inoperable the original charter." *Midland v. Arbury*, 38 Mich.App.771 (1972) (finding a provision making city manager subject to voter recall a revision); see also, *Albert v. Laconia*, 134 NH 355 (NH 1991) (changes that eliminated council seats but left council/manager form of government unchanged were amendments).

10. The City's existing Charter requires the City Council to approve an annual budget and appropriate monies "necessary for general City purposes and additionally one gross amount for school purposes." Under the Charter, the total amount appropriated by the Council to support City operations "shall not exceed the estimated revenue of the city." City Charter, Article VII, Section 7.

11. There is no requirement in the existing Charter that basic City services (such as emergency services, snow plowing, park maintenance, etc.) or school operations be funded to any particular level or that they be funded in amounts "sufficient" to achieve any particular benchmark. Rather, specific allocation of funds to each of the programs, purposes, activities, or services central to City and school operations are undefined in the Charter. As a result, the City Manager and City Council's budget is able to reflect existing financial realities and to ensure that critical City functions and obligations can be fulfilled.

12. If approved, the change proposed by the petitioners would require not just that the City create a campaign finance program but that it also earmark and, therefore, prioritize over other City operations, funding of that program. Under the proposal, in times of financial strain, a requirement that election campaigns be sufficiently funded with public monies, a future City Council would be required to elevate the funding of election campaigns over the operation of emergency services, snow plowing, or school operations.

13. In a memorandum attached hereto as *Exhibit A*, the City's Corporation Counsel analyzed the charter change proposed by the petitioners and, in consultation with the Maine Municipal Association, advised that the proposed change is so fundamental to the current structure of the City's government as outlined in the Charter, including the authority over developing the annual budget and funding the essential services provided by the City, that it likely constitutes a revision, not an amendment.

14. We find the reasoning contained in Corporation Counsel's above-referenced memorandum attached hereto as *Exhibit A* compelling and persuasive and hereby adopt it in full.

15. Additionally, because the petitioner's proposal, if approved, would remove the Council's authority to control all "fiscal, prudential, and municipal affairs of the City of Portland" with regard to public campaign financing issues (see Article I, section 2); substantially alter the Council's general powers and authority to determine what is in the best interests of the City and its residents by removing the Council's ability to determine whether and how to fund essential City services (Article VII, sections 6 and 7); alters the Council's existing authority to determine, on behalf of its constituents, whether or not it would like to create and fund a campaign finance program each year; impacts the finance potentially impacts elections provisions (Article IV, section 11) of the Charter; and may be in conflict with a similar state statutory scheme (21-A M.R.S. sections 1121-1128), which currently only authorizes the positions of Governor, State Senator and State Representative to be publicly financed, the Council hereby finds and declares that the proposed change is substantial and constitutes a Charter revision. Ultimately, it is the type of fundamental change that a Charter Commission must review. *See Karytoko*, 2006 WL 2959505.

EXHIBIT A

MEMORANDUM

TO: Mayor Strimling and Members of the Portland City Council
CC: Jon P. Jennings, City Manager and Katherine L. Jones, City Clerk
FROM: Danielle P. West-Chuhta, Corporation Counsel *DW-c*
DATE: August 29, 2019
RE: Proposed Charter Amendment Regarding Public Campaign Financing

A question has arisen regarding a proposed amendment to the City charter and whether or not it actually constitutes an amendment or a revision of the charter. The following is a summary of my research on this question:

“Although Maine law does not specifically define the term charter, it is generally understood to mean a single document setting forth a plan of municipal government comparable to the State and federal constitutions. Typically, a charter specifies the form of government (e.g., town meeting-selectmen, town meeting-selectmen-manager or council-manager), the distribution of legislative, executive and other powers, the delegation of various legal and administrative functions, and the procedures for making and implementing budgetary decisions, among other things.” Maine Municipal Association (“MMA”) Charter Resource Packet at p. 1. Portland’s Charter does each of these things and has been amended at least three (3) times in the past ten (10) years.

“Maine law contains detailed provisions governing adoption, revision and amendment of municipal charters.” *Id.* These provisions are laid out in 30-A M.R.S. sections 2102-2105. In this case, the petitioners have put forward a charter change which would ultimately (if approved by the voters) require the City Council to adopt an ordinance establishing a campaign finance program, and subsequently require that the Council fund that program in each annual municipal budget. The petitioners have classified this proposed change as an amendment rather than a revision to the charter.

“The difference between a revision and an amendment is important because, while revisions are subject to the same procedures as for charter adoptions, including the establishment of a charter commission, amendments do not require [the establishment of] a commission.” *Id.* See 30-A M.R.S. section 2104. “There are very few Maine cases addressing the distinction between an amendment and a revision, but the general difference between the two concepts is that a revision involves a fundamental change in the form of government, while an amendment is merely a change or correction of a detail in the charter.” MMA Charter Resource Packet at p. 1. “A 2006 Maine Superior Court decision held that a proposal to limit the number of special town meetings on budget issues and limit the manner of voting to referendum only was a charter revision as it substantially altered the existing town budget process.” *Id.*; see Karytko v. Town of Kennebunk, 2006 WL 2959505 (York Cty., October 10, 2006). Courts in other states with similar statutory schemes have also held that an amendment “only amends, alters, or improves within the lines of the original charter,” while a revision “totally disrupts, cancels, abrogates or makes inoperable the original charter.” Midland v. Arbury, 38 Mich.App.771 (1972) (finding a provision making city manager subject to voter recall a revision); see also, Albert v. Laconia,

134 NH 355 (NH 1991) (changes that eliminated council seats but left council/manager form of government unchanged were amendments).

After reviewing the proposal in question, it is clear that it intends to remove the Council's authority to control all "fiscal, prudential, and municipal affairs of the City of Portland" with regard to public campaign financing issues (see Article I, section 2); substantially disrupts the Council's general powers and authority to determine what is in the best interests of the city and its residents by removing the Council's ability to determine whether or not it would like to create and fund such a program each year; potentially impacts the finance (Article VII, sections 6 and 7) and elections provisions (Article IV, section 11) of the charter; and may be in conflict with a similar state statutory scheme (21-A M.R.S. sections 1121-1128), which currently only authorizes the positions of Governor, State Senator and State Representative to be publicly financed. As a result, the proposed substantial change constitutes a charter revision and is the type of fundamental change that a Charter Commission must review.¹ See *Karytoko*, 2006 WL 2959505.

It is important to note that the petitioners have complied with the requirements of state law outlined in 30-A M.R.S. section 2104(4),² and so it would be appropriate for the Council to send the proposed charter revision request to the voters for review in June 2020.³ Under Maine law, the ballot question must specifically ask whether or not the voters would like a Charter Commission to be established in order to revise the charter as proposed. An order that includes this ballot question, and sends it to the voters in June 2020, has been included in the September 4, 2019 Council agenda back-up materials.⁴

¹ Please note that I contacted MMA and its attorneys agreed with and confirmed my legal conclusions regarding this matter.

² The petitions contained the required statutory language that "[e]ach of the undersigned voters further requests that if the municipal officers determine that the amendment set out below would, if adopted, constitute a revision of the charter, then this petition shall be treated as a request for a charter commission." 30-A M.R.S. section 2104(4). Consequently, "the [Council] . . . shall [now] treat the petition as a request for a charter commission and follow the procedures applicable to such a request." *Id.*

³ Under Maine law, a question regarding the establishment of a Charter Commission can only be submitted to the voters "at the next regular or special municipal election held at least 90 days after this order[.]" and the wording of the question must be as follows: "Shall a Charter Commission be established for the purpose of revising the" Portland City Charter. 30-A M.R.S. sections 2102(5) and 2102(5)(A) (emphasis added). In this case, the next regular municipal election that is at least ninety (90) days after the potential order by the Council is the election to be held in June 2020.

⁴ Please note that if the voters approve the ballot question to create a Charter Commission to review this issue, "three (3) "appointive" members must be appointed by the Council within thirty (30) days after the election. "Appointive" members need not be residents of the municipality, but only one (1) may be a municipal officer. There also needs to be the election of "voter" members (generally six (6)). See 30-A M.R.S. section 2103. Once elected, the Commission has twelve (12) months (subject to a twelve (12)-month extension for certain reasons), to prepare and submit a final report and proposed charter to the Council. The Council must then submit the proposed amended charter to the voters by referendum at the next regular or special municipal election after the final report has been submitted." See MMA Charter Resource Packet at p. 1; see also 30-A M.R.S. section 2105.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 18, 2021

SUBJECT: Written Public Comment

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. Order 80-21.22 Public Comment

Prepared by:

Date: 10/18/2021

Submission for tonight's Council Meeting 0 views



Phil Steele <philsteele22@gmail.com>

9:25 AM (5 hours ago)

to publiccomment@portlandmaine.gov

Attached is the testimony I will provide tonight re Order 80-21/22 which I would like included in the Council's agenda packet and the public record.
Thanks very much.

Phil Steele
22 Clifford Street
Portland 04102



My name is Phil Steele, and I live at 22 Clifford Street. I have closely read the findings of fact which Corporation Counsel is proposing this Council adopt in response to the Supreme Judicial Court's remand of the FEP lawsuit, and have the following observations.

Points 1 – 10 and 15 represent the gist of Corporation Counsel's memorandum dated 8/29/19 to the previous Council and have already been presented to the Court. Points 13 and 14 describe that document. Contrary to point number 14, the Court did not find Ms. West-Chuhta's reasoning to be "compelling and persuasive" at all. Rather, here is a direct quote from their Opinion:

[Paragraph 38] The petition...does not, on its face, purport to propose a fundamental change in the form, structure, or nature of the City's government (10)

(10) As the City's attorney pointed out to the City Council, the proposed charter change would impose a funding mandate, but it is not obvious why the mandate would have the sweeping impact on City government that the attorney attributed to it.

Presumably points 11 and 12 in Corporation Counsel's new proposal are designed to elaborate on her earlier reasoning. But let's look closely as to whether they are actual statements of fact.

Point 11: The first two sentences are simply not true. A funding mandate pegged to a particular benchmark does exist in the charter, pertaining to the Mayor's salary. Even if there were none already, there is nothing in the Home Rule Act that prevents funding mandates from being included if the citizens of Portland vote to do so. The third sentence in Point 11 is not even close to factual. There are an enormous number of mandates (imposed by the state and federal governments, courts, and contracts as well as by the charter) which the Council must fund in each city budget. Regardless of how many mandates there are, the only thing that "ensures that critical City functions and obligations can be fulfilled" is the power of the Council to impose taxes and fees. **That** ability is not impinged if and when a new mandate is added.

I would further observe that adding one more mandated line item to the budget does not "substantially alter the existing budget process" (see point 8) or "disrupt, cancel, or abrogate" it in any way (point 9).

Point 12: The first sentence is a fact which the Court has already acknowledged as not obviously justifying the designation of FEP's proposal as a charter revision. The second sentence is not factual at all. Future city councils would never "**be required** {my emphasis} to elevate the funding of election campaigns over the operation of emergency services, snow plowing, or school operations". It is possible, I suppose, that they might choose to cut such spending in the face of projected budget shortfalls. But they could just as easily raise taxes and/or user fees, cut other non-essential service items such as funding the municipal golf course, choose to not fill open positions in the City's administrative offices, etc. The only thing that is required by a funding mandate is that those funds be expended in the designated way. What the City Council does after that to ensure the city's budget is balanced is entirely up to them.

To conclude, I urge the Council to reject Corporation Counsel's original determination by voting against the proposed findings of fact. As noted above, most of what is included therein has already been presented to and skeptically received by the Court. What has been added as further justification is either non-factual (points 10 and 11) or a statement of belief/opinion masquerading as fact (point 13). As we all know from Donald Trump, just because you believe and say something doesn't make it true.

Instead, this Council should immediately declare the FEP proposal a charter amendment and place it on the ballot for the citizens of Portland to vote on next June. Failing to do so means continuing to spend city time and resources on Corporation Counsel's claim, Home Rule Act notwithstanding, that it is the exclusive authority of the City Council to determine what goes into the city budget and what is in the best interests of its citizenry. More importantly, if the proposed findings of fact are adopted and by chance the Court finds them convincing, winning this lawsuit will not stop Portland citizens from trying to change our Charter. All it will do is guarantee more Charter Commissions like the one we have today. Further, you may well be limiting the Council's own ability to propose future charter amendments since many, if not most, of them (like requiring the use of RCV in city elections) impose direct budgetary costs on the city which future councils must fund. If the people can't impose funding requirements through the charter without the intervening step of a Charter Commission, won't the Council eventually be held by the Courts to the same process? Just think what fun the opponents of RCV are going to have if you win this case.

I submit to you that if the Council is truly concerned about maintaining its authority and the form of government we currently have, engendering future Charter Commissions is hardly the way to achieve that goal.

Council Agenda - Order 80-21/22 0 views



John Brautigam <johnbrautigam@gmail.com>

11:39 AM (3 hours ago)

to publiccomment@portlandmaine.gov, council@portlandmaine.gov, cityclerk@portlandmaine.gov, Benjamin, Jen Thompson, Danielle West, John Brautigam

Attached please find the following documents in relating to today's City Council agenda, Order 80-21/22:

- Cover Letter
- FEP Legal Memorandum
- Findings of Fact (alternative)
- Memorandum from Former Mayor and Council Members
- Nyhart Cost Estimate Memorandum

I also include a copy of the FEP Memorandum on Due Process which was previously provided separately to the Council and Corporation Counsel.

I ask that each be included in the packet today.

Thank you.

JOHN BRAUTIGAM

John Brautigam, Esq.

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Falmouth, ME 04105

207-671-6700

www.linkedin.com/in/john-brautigam

johnbrautigam@gmail.com

he/him

JOHN BRAUTIGAM

Esq. LLC

October 18, 2021

City of Portland
389 Congress St.
Room 203
Portland, ME 04101

Email to: publiccomment@portlandmaine.gov
cityclerk@portlandmaine.gov

RE: City Council Agenda Proposed Order 81-21/22

Dear Sir/Madam:

I am submitting the attached documents and ask that they be provided to the City Council and included in the agenda packet for the above referenced matter. We also request that they be placed into the record.

Very truly yours,

A handwritten signature in black ink that reads "John Brautigam". The signature is written in a cursive style with a large, looping "J" and a long, sweeping underline.

To: Hon. Kate Snyder, Mayor
Members of the Portland City Council

From: John Brautigam, Esq.
Ben Gaines, Esq.
Fair Elections Portland and the Charter Amendment Petitioners

Date: October 18, 2021

cc: Office of Corporation Counsel, City of Portland
Danielle West, Esq.

RE: Charter Amendment Hearing and Due Process

As you know, in *Fair Elections Portland, et al. v. City of Portland*, 2021 ME 32, the Maine Supreme Judicial Court rejected the City’s “amendment versus revision” analysis. The Court also held that the City Council had failed to make the findings of fact required under Maine law. The Court remanded the case to the City with an order requiring the Council to adjudicate the Fair Elections Portland proposal and make findings of fact. A remand has the legal effect of ending the legal case in Superior Court.

To date, the City has done nothing to conduct the fact finding process mandated by that Order.

Now that the Council has belatedly placed the matter on its agenda, Fair Elections Portland and the charter amendment petitioners strenuously object to several ongoing due process violations. All stakeholders have due process rights, including the right to notice of the issues, an opportunity to be heard, the right to introduce evidence and witnesses, the right to respond to claims and evidence, and the right to an impartial fact-finder. The City’s actions and omissions have now jeopardized each of these bedrock rights.

The ongoing due process violations detailed herein seriously impair this proceeding and infringe petitioners’ rights to fair and timely consideration of their petition. We submit these objections for the record. To the extent that we participate in a so-called “comment” opportunity,¹ we do not waive any of our due process rights, including the right to a *bona fide* public hearing required under Maine law, Title 30-A.

To begin to mitigate these serious constitutional and statutory violations, we ask the Council to immediately address the following:

¹ The “comment” period was not announced until approximately 7:00 p.m. on the last business day before the day of the October 18 meeting. It appeared as an amendment to the meeting agenda posted on the City website. The City provided no other notice to Fair Elections Portland or the public.

1. Unlawful Delay

First, we object to the illegal delay. The Home Rule Act requires a municipality to order a public hearing within 10 days and to file a report with the City Clerk within 7 days after that hearing. The petition was remanded to the City on July 14, and the City had notice of the remand a full month before that date. Under Maine law, the remand had the effect of re-tolling the statutory deadlines, giving the City until July 24 to act. State law required the City to schedule a hearing by that date. Although FEP immediately requested action from the City, an additional 10 weeks passed without even a minimal step to comply with the statutory deadline and the Court Order. This delay violated statutory due process and also resulted in a separate additional violation of the Home Rule Act requirement that the measure be placed on “the next” ballot, which would have been the ballot for the November 2021 election. This added failure has prejudiced petitioners by further delaying and depriving them of their constitutional rights.

2. The Mayor’s Impermissible Pre-Judgment of the Facts

Second, actions and public statements of Mayor Snyder reveal that she has pre-determined the factual questions at the center of the Court remand. This violates due process.

It is a cornerstone of our legal system that a person or body entrusted to serve as fact-finder must refrain from deciding factual issues before the relevant facts are available and interested parties are heard. To be perfectly clear: The determination ordered by the Court is not a question for the political or policy judgment of the mayor and council; it is a factual determination. Specifically, the Court (¶33) directed the City to “examine how the specific proposal at issue would, if adopted, interact with the terms of the existing charter and the municipality’s operations under the existing charter.” The Court noted that this examination “is of critical importance” *Id.* This is a finding of fact, not a scrivener’s task of jotting down points in writing. And it most definitely is not a policy decision.

We assume that the Mayor was not properly advised of the role of the fact-finder in this context. Regardless of intent, the Mayor has made public statements revealing that she does not approach the findings of fact with an open mind. Instead, she has stated publicly that she intends to have the Fair Elections Portland proposal referred to the Charter Commission.² But this is the precise question upon which the Law Court directed fact finding. This is a plain violation of both the Superior Court and the Supreme Judicial Court’s rulings, which both held that the City cannot satisfy its legal obligation by simply transferring this matter to the Charter Commission.

It is now clear that the mayor and staff have written findings of fact intended to achieve her goal of pushing the question off to the Charter Commission.³ Both the mayor’s statements and

² “Mayor Kate Snyder, who was not mayor when the council voted in 2019, said in August that she believes the Charter Commission is best-suited to take up the proposal, since it would involve a funding mandate. ‘I think we will all benefit from deep study of this issue,’ Snyder said.” Portland Press Herald, August 31, 2021.

³ Whether or not this matter can be relegated to the Charter Commission has already been decided by the Courts, which ruled against the City on this point. Both the Superior Court and the Law Court rejected the

decision not to place this matter on the Council agenda in a timely fashion⁴ reveal that she is not on course to comply with the courts' rulings, which are predicated on a fair and unbiased fact-finding inquiry followed by Council deliberation and decision.

A person who has already made up her mind on the factual question should not preside and vote on the findings of fact before the facts are received. The mayor should withdraw her proposed Order 80-21/22 and must recuse herself from any public hearing, deliberation, or vote on findings of fact in this matter.

3. Entrusting Quasi-Judicial Council Action to Litigation Staff

Third, fundamental fairness demands impeccable impartiality when the City Council adopts findings of fact as directed by the Court. This principle applies with equal force to every person on City staff who participates in the fact-finding process. All must be scrupulously fair and unbiased in advance of the public hearing and the presentation of facts.

Unfortunately, the City has turned this matter over to staff who have pre-judged the factual determination. Corporation Counsel Danielle West apparently has been entrusted with responsibility for implementing the Court Order despite her role as the lead counsel in the litigation. This is equivalent to allowing a team's quarterback to also serve as head referee – it offends the basic concept of fairness and due process in this quasi-judicial fact-finding.

Even more troubling, on August 23, 2001 — before any facts had been presented to the City -- Corporation Counsel West told the Council that she has already decided what the findings of fact will contain:

I just want to remind everyone that the Council determined that it was, that its decision to act as a gatekeeper and decide that our most important governing document, our City charter, that a change to it involving clean elections funds, which would require funding of such a program, which was the only program that would require such funding under our charter, was of such a change that it required a Charter Commission, and a Charter Commission to review that. And actually we have one underway right now, which will be looking at a lot of issues, this was one of the impetuses of this Charter Commission, was this specific case in this instance, and *so that is being addressed I think in due course in being appropriately addressed as the council had decided.*

City's contention that it could refer this question to a Charter Commission. Both Courts have ordered the City Council – not the Charter Commission – to make findings of fact. The Court ordered the City to “examine how the specific proposal at issue would, if adopted, interact with the terms of the existing charter and the municipality's operations under the existing charter.”

⁴ Portland's charter states, “[t]he mayor shall direct the city manager in the preparation of council meeting agendas.” Art. II, Sec. 5 (d). Because the Mayor is responsible for the Council's schedule, she is ultimately responsible both for the prejudicial delay and the inappropriate Executive Session.

We did not challenge it specifically in court, actually the Fair Elections Portland challenged it in court specifically, we responded to that challenge, and went all the way up through, we got a favorable decision by the superior court, which is the lower court in Maine, and then *the Law Court decided that we were correct as well on about 85% of what the law is on this subject, and just said, "oh we just need you guys to put in writing your reasons why you decided that way," so that's all the court is asking us to do.*

This remark makes it clear that Corporation Counsel had already decided the outcome of the “fact finding” and that she views the task not as a *bona fide* inquiry, but only a ministerial task of putting words on paper. Deciding the conclusion before actually hearing the facts turns the current fact-finding process into a sham -- a further violation of due process.

Rather than adjudicating a new fact-finding process without bias or prejudgment, that process has been entrusted to someone who has revealed that regardless of what facts are received into the record, she has already decided that the measure will satisfy the Law Court’s legal definition of “revision of the charter.” But the Law Court was clear: this determination must be based on real facts, an “adjudication” and “process” that the City Council must undertake with an open mind.

The Law Court mandated a fair factual inquiry followed by a decision of an impartial Council based on those facts. Instead, Corporation Counsel reached her decision first, and is now laboring to “find” facts to justify that decision.⁵ This is what is meant by “we just need you guys to put it in writing . . .” Entrusting the process to one who has effectively precluded the factual inquiry ordered by the Court violates due process.

4. Conducting Fact-Finding in Executive Session

Fourth, in Executive Session on August 30, 2021 the City Council engaged in non-public fact finding in violation of due process.

Without question, the Council is entitled to hear litigation advice in executive session. But it is not allowed to hold closed door proceedings while in its quasi-judicial role or to discuss findings of fact. When making findings of fact, the City Council does not stand in the role of policymaker. It stands in the position of an adjudicator of fact much like a court of law. The City must set aside the role it held as litigant in proceedings that have now concluded, and must adjudicate the facts in a process which is completely transparent and open to the public. No court would ever countenance pre-determining or even discussing findings of fact in secret session.

Nonetheless, on August 30, the Council scheduled an Executive Session “with the City attorney in order to discuss the City’s legal rights and duties, and pending litigation in Fair Elections Portland, et al. v. City of Portland, pursuant to 1 M.R.S. section 405(6)(E).” The record is now completely clear that this closed-door meeting went well beyond a review of the judicial

⁵ There was no real factual inquiry in 2019 – the City’s attorney presented the matter as a legal question and instructed the Council to adopt her legal reading, terminating any factual inquiry.

decision⁶ and ventured into improper non-public discussion of fact-finding. Corporation Counsel has actually admitted — in writing — that a purpose of the meeting was to engage in fact-finding.⁷ Closed-door fact finding is a patent violation of due process.

5. Violation of Statutory Public Hearing Notice Requirements

Fifth, the City’s consideration of a proposed charter amendment is governed by state law which takes precedence over the City Council’s own rules. Pursuant to state law, the City was required to publish notice at least 7 days prior to a public hearing. 30-A M.R.S. § 2104(5)(A) (“At least 7 days before the hearing, they shall publish a notice of the hearing in a newspaper having general circulation in the municipality.”) The reason state law mandates a specific publication and advance notice requirement is to thwart the practice of some local officials to minimize public input by using arbitrary and ineffective methods of announcing public proceedings. Yet that is precisely what the City has done here.

Through its legal counsel, on October 1, 2021 the City filed papers in Court for the exclusive and specific purpose of stating to the Court that it had scheduled a statutory public hearing for October 18. That was not true. Furthermore, the City did not bother to notify the public — obviously a prerequisite for a bona fide public hearing. This is a flagrant violation of the specific due process protections required by § 2104(5)(A). By averring in a state court proceeding that it had already “scheduled” a statutory public hearing, when in fact no hearing was on any schedule, the City Attorney displayed a contumacious lack of candor toward the tribunal, for which we will seek redress in due course.

6. Fact-Finding by Persons Who Were Not Present for Factual Record

Sixth, the “findings of fact” in proposed Order 80-21/22 were written and placed on the agenda before any public factual proceeding has been conducted in the current City Council. Since there is no factual record received by the current City Council, the only “facts” that could conceivably form the basis for Order 80-21/22 are those in the record of the 2019 proceeding. Only the current mayor — and no other councilor — participated in drafting the findings of fact in Order 80-21/22. The mayor, however, was not present to hear testimony and consider the facts in 2019. Someone who was not present for the factual record in 2019 and has not yet seen facts that might be presented in 2021 cannot possibly sponsor or write findings of fact in such a momentous case.⁸

⁶ At the time of the September 30th closed-door meeting, the remand was complete, and there was no pending litigation. There was no need for the City to discuss its role as fact finder behind closed doors, especially before petitioners or the public had an opportunity to be heard. This meeting unlawfully deprived petitioners and others of due process.

⁷ On October 1, 2021 Corporation Counsel filed a memorandum with the Superior Court which cites the August 30 closed-door meeting as evidence of how the City has “worked diligently” to conduct the fact finding ordered by the Court. This makes it patently clear that the meeting improperly ventured into what should be only public fact-finding.

⁸ Only three members of the current Council were present for the 2019 factual record. Only two of those members were present for the entire factual record. It is therefore impossible to assemble a quorum for a vote based on the 2019 facts unless the Council impermissibly includes members who were not present for the factual record in 2019.

Remedial Measures

Upon final action by the Council, we will seek judicial remedies for each of the forgoing due process violations. Until then, the City can begin to mitigate these ongoing violations by undertaking the following measures:

1. To avoid even the appearance of pre-judgment as an impartial fact-finder, the mayor must recuse herself from presiding, deliberating, or voting at any proceeding relating to the proposed charter amendment.
2. The City must provide to Fair Elections Portland and the public all communications between Mayor Snyder, City Manager Jennings, Corporation Counsel West, or any other Councilor or staff, related to the scheduling of the Executive Session on August 30 or to the scheduling of the agenda item on Order 80-21/22.
3. The City must correct for the co-mingling of litigation and fact-finding roles now assumed by Corporation Counsel in this matter. If the City Council determines that it cannot make findings of fact without legal counsel, the only way it can begin to repair the damage to due process is to relinquish the staffing of the fact-finding process in its entirety to an attorney with absolutely no connection to, or business with, the Corporation Counsel office.
4. The City must disclose any internal communications involving any officer, staff person or member of the Council regarding this fact-finding, including instructions or “straw votes” while in any executive session. This includes any communications involving the Office of Corporation Counsel relating to findings of fact.
5. City Councilors must be directed to disregard all instructions or comments relating to fact finding delivered by Corporation Counsel in Executive Session or at any other time. Any Councilor who cannot act as a fair and unbiased fact-finder, including setting aside any bias that might have arisen out of participation in the prior litigation on this question, must recuse themselves. Any members of the Council unable or unwilling to fairly consider the full factual record because they would prefer the Charter Commission to handle this question, or for any other reason, must recuse themselves.
6. The Council must conduct a public hearing that complies with the Home Rule Act notice requirements.
7. The Council must ensure that any and all witnesses and factual information included in the record be presented in a fair and transparent manner, including identification of the sources of that information. Anyone in the office of Corporation Counsel who has been involved in litigation on this matter must refrain from bringing forward witnesses or factual information or from participating in drafting findings of fact prior to the public hearing. Fair Elections Portland

must be provided a full and fair opportunity to rebut all factual assertions and legal arguments. All written findings that are not supported by specific information in the record must be rejected.

8. Copies of all draft findings of fact or similar paper or electronic documents or communications, including attachments, in the possession of any City staff, officer, or Council Member must be disclosed as public documents and must be provided to Fair Elections Portland and the public sufficiently in advance of any public hearing.

To: Hon. Kate Snyder, Mayor
Members of the Portland City Council

From: John Brautigam, Esq.
Ben Gaines, Esa.
Fair Elections Portland and the Charter Amendment Petitioners

Date: October 18, 2021

cc: Office of Corporation Counsel, City of Portland

RE: Applying the Supreme Judicial Court’s Legal Analysis to the Pending Charter Amendment

On August 30, 2019 Fair Elections Portland submitted a memorandum to the City Council laying out the legal test for whether a proposal is a “charter amendment” that can go directly to the voters, or is a “revision of the charter” that could go to a charter commission.

Fair Elections Portland’s memorandum was very clear about the applicable test. We wrote that this question depends on whether the proposal would alter or abolish “the form or structure of government.” Page 2-3. We explained that proposals for a “major change in governmental form and scheme” can be considered a “revision of the charter.” Page 3. We quoted the opinion of former City attorney Gary Wood, who said that a revision is a proposal that “alters the fundamental structure of municipal government” or alters “the power structure among the Mayor and Councilors.” Page 4. In summary, we took the position that a charter amendment that does not alter the form or structure of the government should not be considered a “revision of the charter.”

Corporation Counsel strongly disagreed with the test described by FEP. Corporation Counsel asserted a very different test to distinguish a “charter amendment” from a “revision of the charter.” On September 16, 2019 Corporation Counsel advised the City Council that the distinction depends on the cost of the proposal rather than its impact on the form or structure of City government. Corporation Counsel advised the City Council that it could not place a measure on the ballot if it included any financial impact of any amount – “even one cent.” *See* transcript of September 16, 2019 City Council meeting.

On June 17, 2021 the Maine Supreme Judicial Court issued its decision in this dispute. The decision states that the correct test for distinguishing between a charter amendment and a revision of the charter is whether the measure “purport[s] to propose a fundamental change in the form, structure, or nature of the City’s government.” Page 24-25. In simple terms, the Law Court agreed with the test put forth by Fair Elections Portland. The Court rejected the “one cent” test that Corporation Counsel attempted to rely on.

The City Council is now under a Court order to make findings of fact. The information provided to the current council will provide the basis of those findings of fact. Those facts show that the

proposed charter amendment will cost the City between \$100,000 and \$300,000 annually according to the best available estimates. The facts also show that the City budget process will not be affected by the charter amendment should it be adopted, other than the new program must be funded. The facts show that the form and structure of City government will not change in any way as a result of the proposed amendment.

The “findings of fact” in this matter boil down to one single question: Does the current Charter already have any mandatory programs for which the Council must allocate funds? Or would the proposed public funding charter amendment stand alone as the only Charter provision that must be funded? The answer is indisputable: the Portland Charter already has many provisions which the City Council must fund in its budget:

1. The existing Portland Charter already mandates that the City Council provide funding for public education:

“Our government shall provide public education that enables all residents to acquire the knowledge and skills necessary to participate fully in Portland’s civic, intellectual, cultural and economic life. . . .

[The school budget must include] various sums required for the support of public schools for the ensuing fiscal year

[The City Council must] appropriate one gross amount for the support of the public schools, which amount shall not be less than the sum required to be appropriated for such purposes by the general laws of the state.”

2. The existing Portland Charter already mandates that the City Council provide for the ranked choice voting protocol, including any costs in requires:

“For the positions of mayor, city councilor, and school board member, the city clerk shall implement a ranked choice voting protocol”

3. The existing Portland Charter already mandates that the City Council provide for the salary of the mayor and pay the necessary costs:

“At minimum, the mayor shall be paid compensation consisting of a salary which is no less than one and one-half (1.5) times the median household income for Portland”

4. **The existing Portland Charter already mandates that the City Council provide for the salaries of school board members and additional compensation to the chair, and pay the necessary costs:**

"The city council shall by order establish the amount each member of the school board shall be entitled to receive as compensation for all services rendered, which compensation shall be the same as that received by members of the city council, other than the mayor. The city council shall provide additional compensation to the chair of the school board"

5. **The existing Portland Charter already mandates that the City Council provide annual local elections and pay the necessary costs:**

"On the first Tuesday after the first Monday in November of each year, the regular municipal election shall be held"

6. **The existing Portland Charter already mandates that the City Council provide and pay for the cost of recall elections:**

"The city council shall, within ten (10) days of receipt of the clerk's certificate, order an election to be held. . . ."

7. **The existing Portland Charter already mandates that the City Council pay the cost of the premiums for bonds required for the City Manager and other officials:**

"The premium on such bond shall be paid by the city."

8. **The existing Portland Charter already mandates that the City Council pay the costs of an annual audit of the school department accounts to be conducted by an independent certified auditor:**

"All the accounts of the city and the school department shall be audited annually by a qualified certified public accountant to be chosen by the city council."

9. **The existing Portland Charter already mandates that the City Council pay for all activities in the enterprise funds:**

"The proposed city budget prepared by the manager shall provide a complete financial plan of city general and enterprise funds and activities for the ensuing fiscal year."

10. The existing Portland Charter already mandates that the City Council pay debt service on bonds:

"[Budget proposal must include] debt service for the ensuing fiscal year

. . . debt service obligations on previously authorized bonds [are not subject to veto]."

11. The existing Portland Charter already mandates that the City Council provide for the safety of the public:

"[The City shall] provide for the general health, safety and welfare of our community."

* * *

In two years of this dispute, Corporation Counsel has never once acknowledged these funding mandates already in the Charter.

Since the Charter already has provisions which the City Council **must fund** in the budget, adding one more such provision is simply business as usual. It changes nothing in the "form" or "structure" of city government, let alone makes a "profound" or "fundamental" change that re-works the very basis of governmental powers.

Legal Conclusions

1. Applying the test announced by the Supreme Judicial Court to the facts before the City Council shows that the proposed charter amendment does not include a "fundamental change in the form, structure, or nature of the City's government" in the words of the Court.
2. Therefore, the proposed charter amendment cannot be re-classified as a "revision of the charter" and instead must be treated as a charter amendment as intended by Fair Elections

Portland and current state law. This means that the City is legally required to place the measure on the ballot pursuant to the Home Rule Act.

3. The City should order the measure placed on the ballot at a date mutually agreed upon between Fair Elections Portland and City staff.

To: Mayor Snyder and City Council Members

From: Former Portland Mayors and Councilors

Date: October 18, 2021

Re: Factual Record - Fair Elections Portland Charter Amendment Proposal

The undersigned submit this letter to assist the City Council in its conduct of proceedings consistent with the Maine Supreme Judicial Court's opinion in *FEP v. City of Portland*, including the adoption of findings of fact required by the Court to allow for judicial review.

We are former Mayors and City Councilors who together have multiple decades of direct experience with Portland government, including its budget process. Based on this experience, and our knowledge of the City's municipal operations, we believe the following substantive factual information is relevant to the task now before the Council. And based on these facts, it is our conclusion that the proposed charter amendment, supported by a petition which was certified by the City Clerk,¹ would not significantly alter the budget process, and does not constitute a "profound and fundamental alteration in the essential character or core operations of municipal government."²

The Budget Process.

The proposed charter amendment will have very little impact on the process the City follows to develop and approve its budget. It will only add an additional line item among many, with a minor fiscal impact.

The budget process is similar year after year.³ First, City staff produce a draft of the initial budget. Typically, each department prepares the portion of the budget funding its projected costs and reflecting revenues (if any) for the fiscal year. Those amounts are usually based on the amounts budgeted and spent during the previous fiscal year, adjusted by the department head to reflect new policies or anticipated changes in external circumstances.

¹ The proposed charter amendment reads:

"The city council shall establish and fund a mechanism providing public campaign funds to qualified candidates for mayor, city council, and school board. The mechanism must provide sufficient funds to allow candidates who meet qualifying criteria to conduct competitive campaigns, must be voluntary, must limit the amount of private funds a candidate may raise, must only be available to candidates who demonstrate public support, and must be limited to candidates who enter into a binding agreement not to accept private contributions other than those allowed by the public funding program. The mechanism must be available by the 2021 municipal elections."

² We take no position on the wisdom of the proposed amendment itself. This letter should not be seen as an endorsement of the policy, rather only as testimony regarding the magnitude of its effect on municipal operations.

³ For a general overview of the City's budget process, see City of Portland, Maine, Municipal Budget July 1, 2020 – June 30, 2021, Appendix: Budget Overview, 196-199
<http://www.portlandmaine.gov/ArchiveCenter/ViewFile/Item/1194>.

The City Manager and Finance Director, in consultation with the Mayor for the purpose of receiving policy guidance, review the departmental submissions, and may make adjustments or additions of their own. They may also recommend adjustments in revenue to ensure a balanced budget. The proposed budget is then submitted to the City Council for review and consideration first by the Finance Committee and then by the full Council. On the basis of that budget, the City Council must adopt an appropriation resolve providing a single gross amount for general City purposes, and a second for school purposes.

Many Line Items in the Budget are “Outside the Control” of the City Manager and Finance Director.

Although the City Manager and Finance Director have latitude to make changes in departmental budgets, that latitude is limited. There are many budget items which are not discretionary. In the words of the City Manager, these budget items and the amounts they require are “outside of our control.”⁴ Providing ongoing funding for these inflexible spending requirements is a critically important reality of City budgeting.

Historically those mandatory items have included restricted funds, debt payments, contractual obligations, operations mandated by state law, and spending pursuant to court order. Taken together they include millions of dollars of spending and a substantial portion of the budget.

Payments to service the debts accrued by the City are mandatory. Even in the event the Mayor vetoes the general Appropriation Resolve, the City must continue to make payments to service its debt obligations on all previously authorized bonds.⁵ The City’s FY22 budget provides over \$48 million for service on existing debt, a \$2.65 million increase over the previous year.⁶

Portland’s existing charter also mandates certain spending and constrains the City’s budgetary flexibility. Article II, § 4 requires payment of a pre-determined minimum salary and benefits to the mayor. Article III, § 1, requires the Council to compensate each member of the school board with the same salary it provides to councilmembers, and mandates that the Council provide “additional compensation to the chair of the school board appropriate to reflect his or her additional responsibilities as chair.” Article VI, § 5, and Article VII, § 14 require the City to finance bonds for the City manager, and any other person entrusted with City monies, respectively.

⁴ City of Portland, *City Manager’s Recommend Budget Summary Letter*, 8 (April 26, 2021) <https://www.portlandmaine.gov/DocumentCenter/View/31242/FY22-City-Manager-Recommended-Budget-Blue-Book-Summary>; *FY22 City Manager’s Recommended Budget (Digital Budget Binder)* (April 27, 2021) <https://portlandme.civicclerk.com/Web/GenFile.aspx?ad=9885>.

⁵ See Portland City Charter, Article VII, § 8.

⁶ *City Manager’s Recommended Budget Summary Letter*, *supra* note 3, at 9, 12.

By state law mandate, the spending plan must also include sufficient funding for several core governmental functions including public education,⁷ maintenance of vital records such as birth, marriage and death certificates,⁸ election administration,⁹ solid waste disposal,¹⁰ and the maintenance of public roads.¹¹ The Maine Municipal Association has published an exhaustive Mandate Inventory, detailing over seven pages of statutory citations to significant unfunded state mandates which require spending by Maine’s municipal bodies.¹² Although the precise amount needed for these functions may vary, state law requires sufficient funding to provide the mandatory services. State law also mandates funding the full amount assessed upon the City by the Greater Portland Transit District (METRO).¹³ The City’s FY22 budget included a mandatory \$3,020,147 METRO assessment.¹⁴

The City Council has enacted at least two express appropriation mandates by ordinance: to the City’s Land Bank Fund¹⁵ and to the City’s Public Art Fund.¹⁶ For each program the City must appropriate one-half of one percent of the annual Capital Improvement appropriation, roughly \$50,000 per year.¹⁷

Several additional City programs are maintained through restricted funds provided for through designated fees, including the solid waste disposal fund,¹⁸ the Jill C. Duson Housing Trust Fund,¹⁹ the Sustainable Transportation Fund,²⁰ the Streets and Sidewalks Fund,²¹ and the Tree Trust

⁷ See Maine Const. Art VIII § 1 (“Legislature are authorized, and it shall be their duty to require, the several towns to make suitable provision, at their own expense, for the support and maintenance of public schools.”); 20-A M.R.S. § 4501 (“every school administrative unit shall raise annually *sufficient* funds to maintain or support elementary and secondary schools to provide free education for its resident students at all grade levels.” (emphasis added)).

⁸ 22 M.R.S. § 2702.

⁹ 30-A M.R.S. § 633.

¹⁰ 38 M.R.S. § 1305.

¹¹ 23 M.R.S. § 3651.

¹² Maine Municipal Association, *State and Federal Mandates in Maine* (May, 2015) <https://www.memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?EntryId=8614>.

¹³ 30-A M.R.S. § 3517.

¹⁴ City of Portland, *Comparative Budget Plan FY 2022 Final Allowance Budget Resolve* (June 8, 2021) <https://www.portlandmaine.gov/ArchiveCenter/ViewFile/Item/1191>.

¹⁵ Portland City Code Sec. 2-45(a)(6) (“Deposits into the fund shall include An annual appropriation of .5% of the total annual capital improvement program.”)

¹⁶ Portland City Code Sec. 14-21.4.2 (“A percentage of the City’s Capital Improvement Program (CIP) shall be calculated and appropriated annually to the Portland Public Art Fund. The annual appropriation shall be .5% of the total annual CIP.”)

¹⁷ City of Portland, *FY20 Public Art Committee Annual Report & FY21 Budget Plan* (October 22, 2020) <https://www.portlandmaine.gov/ArchiveCenter/ViewFile/Item/1128>; Order 169-20/21, Order Accepting the 2020 Land Bank Commission Annual Report (Feb. 22, 2021) <https://www.portlandmaine.gov/DocumentCenter/View/30495/2020-Portland-Land-Bank-Annual-Report>.

¹⁸ Portland City Code Sec. 12-109.1(h).

¹⁹ Portland City Code Sec. 14-18.3.2.

²⁰ Portland City Code Sec. 14-19.3.3(A).

²¹ Portland City Code Sec. 25-157(d).

Fund.²² In 2020 alone, \$383,631.50 in dedicated fees and penalties were allocated to the Housing Trust Fund, which, as of February 2, 2021, held a balance of \$1,455,975.63.²³

In recent years, Portland voters have been allowed to consider whether to incorporate additional mandatory expenditures into the charter despite testimony from the City Clerk that each would impose significant additional costs.²⁴ Those proposals included charter amendments for both non-citizen voting and ranked choice elections. In 2020 voters approved the charter amendment expanding the use of ranked choice voting to City council and school board elections, effectively mandating funding for the significant additional costs of tabulating those votes under a ranked choice system.²⁵

The federal government, likewise, imposes significant mandates upon City spending, especially in the area of environmental protection. For instance, in 2012, the U.S. Environmental Protection Agency issued an Administrative Order finding that the City had violated the Clean Water Act and was subject to penalties and mandates requiring the City to undergo a Capacity, Management, Operations, and Maintenance Assessment.²⁶ Since 2013, the City has spent over \$250 million to comply with this order and a 1991 consent decree with the Maine Department of Environmental Protection.²⁷

In the budget process, these non-discretionary expenditures are combined with expenditure changes recommended by staff and compiled into the budget package presented to the City Council Finance Committee, which may make further adjustments and amendments to reflect new information or policy changes. The full City Council then approves the budget by voting on the annual Appropriation Resolve. The June 2021 Resolve approved a budget in the amount of \$268,216,301 for general municipal purposes and an additional \$125,154,700 for school purposes.²⁸

²² Portland City Code Sec. 29-14(b).

²³ Order 232-20/21, Order Accepting and Adopting the 2021 Jill C. Duson Housing Trust Fund Annual Plan (May 3, 2021) <https://www.portlandmaine.gov/DocumentCenter/View/31420/Order-232-2021>.

²⁴ See Memorandum From Linda C. Cohen, City Clerk, To Pamela Plumb, Chair, and Members of the Charter Commission, Re: Ranked Choice Voting (Commonly Referred to as Instant Run-off Voting) (January 5, 2010) <https://www.portlandmaine.gov/DocumentCenter/View/1160/Cohen-Memo-1-5-2010>; Memorandum From Linda C. Cohen, City Clerk, To Pamela Plumb, Chair, and Members of the Charter Commission, Re: Implementing Non-U.S. Citizen Voting in Municipal Elections (March 10, 2010) <https://www.portlandmaine.gov/DocumentCenter/View/1161/Cohen-Memo-on-Cost>.

²⁵ See Memorandum From Katherine Jones, City Clerk, To City Manager Jon Jennings and Finance Director Brendan O'Connell, Re: Budget Increases Related to Elections (August 13, 2020) <https://portlandme.civicclerk.com/Web/GenFile.aspx?ad=6625> (itemizing mandatory costs to the City associated with ranked choice elections).

²⁶ See generally City of Portland, *CMOM Assessment and Corrective Action Plan Report* (November, 2013) <https://www.portlandmaine.gov/DocumentCenter/View/13789/2013-11-18-CMOM-Program-Implementation-Annual-Report-with-Appendices>.

²⁷ *City Manager's Recommended Budget Summary*, *supra* note 3, at 3.

²⁸ Order 257-20/21, Fiscal Year 2021/2022 Appropriation Resolve (June 7, 2021) <https://www.portlandmaine.gov/DocumentCenter/View/31787/Order-257-2021>; see also Order 12-21/22, Order Amending Order 257-20/21 Fiscal Year 2021-2022 Appropriation Resolve (July 19, 2021) <https://www.portlandmaine.gov/DocumentCenter/View/31999/Order--12-2122>.

Approval of the Appropriation Resolve is not the only occasion when the Council routinely makes decisions relating to finances. The City Council may consider and approve additional spending items at its regular meetings throughout the year, often at the suggestion of the City Manager or other staff. It is not unusual for the City Council to authorize multiple additional spending initiatives of \$100,000 or more in a single meeting, some based on budget line items and others not.

The Proposed Charter Amendment.

The proposed charter amendment requires the City to add one additional program to this funding scheme. The public funding program would be mandatory, along with the other budget items described above. Expert analysis²⁹ estimates that a public funding program would cost between \$100,000 to \$200,000 annually. We assume, for the purpose of this statement, that an even more generous program would require no more than \$300,000 annually.

Adding the cost of election funding into the City budget process will not disrupt that process, nor any of the City's other operations. It is already the job of the departments, City Manager, Finance Director, and Finance Committee to create a budget each year reflecting a continuation of baseline spending, along with new spending required by a change in law or circumstances. Whether that new spending results from a change in federal law, state law, court order, or charter amendment, it is not unusual or disruptive for the budget process to flex to accommodate the new cost. Indeed, this is the purpose of the budget process, and it is the ordinary role of the City's professional budget managers to accommodate such changes.

At an estimated one one-thousandth of the total budget, the funding required by this charter amendment is within the typical year-to-year variation already seen in this process. Even in the first year this added funding will not be disruptive. After the first year, it will be an ordinary part of the process.

* * *

Under this amendment, Portland government will continue in the council-manager form with a popularly elected mayor, as set forth in the Charter as revised in 2010. The budget process will remain as it has been for years, with mandatory spending in various categories coupled with discretionary spending initiatives. The allocation of powers, authorities, and responsibilities between the City Manager, Finance Director, City Council, and Mayor is not altered. Nothing significant would need to be changed to accommodate the public funding of municipal elections.

It is our conclusion that, based on these factual observations, the proposed amendment would not make any profound or fundamental alteration in the essential character or core operations of municipal government. Nor do we believe that these facts support the conclusion that the amendment would change the form, structure, or nature of City government.

²⁹ Nick Nyhart, a professional with experience aiding in the development of a variety of municipal public funding programs across the country, has written an analysis which is provided separately to the City Council.

Hon. Kim Cook	City Council Member 2017-2020
Hon. Jon Hinck	City Council Member 2013-2016
Hon. Ethan Strimling	Mayor 2015-2019
Hon. Barbara Wood	City Council Member 1988-1991

Appendix

City Code Sections

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Portland City Code Sec. 2-45(a)(6)	3
Portland City Code Sec. 14-21.4.2	12
Portland City Code Sec. 12-109.1(h)	7
Portland City Code Sec. 14-18.3.2	9
Portland City Code Sec. 14-19.3.3(A)	10
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Chapter 2 ADMINISTRATION*

***Charter reference(s)**--Powers and duties, art. I, § 2.

Cross reference(s)--Ordinances promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds in the city or any evidence of the city's indebtedness, or any contract or obligation assumed by the city saved from repeal, § 1-4(1); ordinances making any appropriations saved from repeal, § 1-4(4); ordinances prescribing the number, classification or compensation of any city officers or employees saved from repeal, § 1-4(10); ordinances providing for retirement benefits saved from repeal, § 1-4(11); uniform procedure for collecting assessments, § 1-16; elections, Ch. 9; general assistance, Ch. 13; planning board, § 14-16 et seq.; administration and enforcement of zoning, § 14-461 et seq.; jurisdiction of board of appeals for zoning, § 14-471 et seq.; board of appeals, § 14-541 et seq.; historic preservation, § 14-600 et seq.; licenses and permits, Ch. 15; police, Ch. 20; special police, § 20-16 et seq.; administration and enforcement of traffic regulations, § 28-11 et seq.; traffic division, § 28 et seq.; traffic engineer, § 28-21 et seq.; parking division, § 28-41 et seq.

Art. I. In General, §§ 2-1 -- 2-15

Art. II. Officers, §§ 2-16--2-30

Div. 1. Generally, §§ 2-16-2-20

Div. 2. Prohibition on Immigration Status Checks §§ 2-21-2-30

Art. III. Boards, Commissions, Committees, etc., §§ 2-31--2-40

Art. III-A. Portland Land Bank Commission; Fund, §§ 2-41-2-45

Art. IV. Civil Service, §§ 2-46--2-90

Div. 1. Generally, § 2-46

Div. 2. Civil Service Commission, §§ 2-47--2-57

Div. 3. Employment Subcommittee, §§ 2-58-2-75

Div. 4. Police Citizen Review Subcommittee, §§ 2-76-2-90

Art. V. Employee Benefits, §§ 2-91--2-200

Div. 1. Generally, §§ 2-91--2-100

Div. 2. Retirement, §§ 2-101--2-200

Art. VI. Funds Due to City, §§ 2-201--2-300

Div. 1. Generally, §§ 2-201--2-220

Div. 2. Provisional Payments, §§ 2-221--2-229

Div. 3. Interest, §§ 2-230--2-300

Art. VII. Procurement and Contracting Procedures, §§ 2-301--2-400

Div. 1. Generally, § 2-301

Div. 2. Competitive Process for Contracts, §§ 2-302-2-312

Div. 3. Sale or Disposal of Real or Personal Property §§ 2-313-2-400

Art. VIII. Civil Emergency Preparedness, §§ 2-401--2-415

Art. X. Exemption from Vehicle Excise Tax for Certain Military Personnel, §§ 2-436--2-437

ARTICLE I. IN GENERAL

Sec. 2-1. City seal.

The design set forth below shall be the device of the city seal; and the motto shall be: *"RESURGAM, SIGILLUM, CIVITATIS PORTLANDIAE."*

- (cc) Riverside Golf Course (but excluding land on or within three hundred (300) feet of the parking lots and land on and within three hundred (300) feet of the existing clubhouse (building 1158) and three other buildings (buildings 1140, 1200, and 1260) and excluding any land on or within three hundred (300) feet of the Riverside Recycling Facility) (361 A002, 360 A001, 362 A001, 363 A001, 359 A001, 358, A001, 364 A001, 357 A001, 365 A001, 366 A001, 367 A001)
- (dd) Riverton Park (325 C008, 361 A001)
- (ee) Stroudwater Park (213 E003, 213 E004)
- (ff) Taylor Street Park (057 A006, 057 A009, 057 A010, 057 A018)
- (gg) Tommy's Park (032 H009) (urban open public space)
- (hh) University Park (436 B001, 438 B001) and
- (ii) Western Promenade Park (064 E024, 068 E001, 070 C001, 071 A011, 071 A002, 071 A007).

Dedication of the above-listed properties as Land Bank property interests shall not affect any rights and interests of record held by third parties existing on the effective date of this ordinance. The above-listed properties may be removed from such dedication by the same process set forth in section 2-43(c).
(By Referendum, 6-10-14)

Sec. 2-45. Land Bank Fund.

(a) *Establishment of fund.* The City shall establish a municipal land bank fund to be set up as a separate account within the city to be used to carry out the purposes of this article pursuant to the commission's approved annual budget. Deposits into the fund shall include:

1. Funds appropriated to be deposited into the fund by vote of the City Council;
2. Voluntary contributions of money or other liquid assets to the fund;
3. Any federal, state or private grant or loan funds provided to the land bank fund;
4. Interest from fund deposits and investments;
5. Repayments of loans authorized by the commission and reimbursement upon the sale of property interests from the land bank or acquired with land bank funds; and

6. An annual appropriation of .5% of the total annual capital improvement program.
7. The City Council must approve any expenditure from this fund for the acquisition of property, including but not limited to the cost of options to purchase.

(b) *Authority to grant or loan funds.* In addition to any other authority granted hereunder and subject to its annual budget, the Commission shall have the authority to make grants and loans to private nonprofit groups for the purpose of acquiring property interests in accordance with the purposes of this article. Such grants or loans shall be on such terms as provided by rules of the commission.

(c) *Land bank property management.* The Commission may expend land bank funds for administration, maintenance, management and limited capital improvement of land bank property, provided, however, such expenditures shall not exceed 10% of the commission's budget without a 2/3 vote of the commission and approval by the City Council.

(d) *Payments; records.* All expenses lawfully incurred carrying out this article must be evidenced by proper vouchers and shall be paid by the City only upon submission of records duly approved by the commission and in a form satisfactory to the City's Finance Director. The City shall prudently invest available assets of the fund and all income from any investment or repayment of any loans shall accrue to the fund. Records of all meetings and transactions under this article shall be kept in accordance with City policies and procedures. (Substitute Ord. No. 233-99, §1, 4-5-99; Ord. No. 19 03/04, 7-21-03)

ARTICLE IV. CIVIL SERVICE*

*Charter reference(s)--Mandate for civil service, Art. VI, § 3.

*Cross reference(s)--Commissions generally, § 2-31 et seq.

*Cross reference(s)--32 M.R.S.A. § 7166 (Limitation on use of polygraph in employment)

*Editor's Note--The Civil Service Ordinance was substantially reorganized and revised by Council Order No. 89-02/03, 11-4-02.

DIVISION 1. GENERALLY

Sec. 2-46. Definitions.

The following words and phrases, when used in this article, shall having the meanings respectively ascribed to them unless the context

Chapter 12 GARBAGE, WASTES AND JUNK*

***Cross reference(s)**--Litter in cemeteries, § 7-131; disposal of wastes by food service establishments, § 11-26; littering prohibited in parks, § 18-22; litter removal from sidewalks, § 25-171 et seq.

State law reference(s)--Litter control, 17 M.R.S.A. § 2261 et seq.; solid waste management, 38 M.R.S.A. § 1301 et seq.

Art. I. In General, § 12-1--12-15

Art. II. Garbage and Solid Waste Removal/Recycling, §§ 12-16--12-45

Art. III. Health Nuisances, §§ 12-46--12-60

Art. IV. Public and Private Dumps, §§ 12-61--12-74

Art. V. Junked Motor Vehicles, §§ 12-75--12-99

Art. VI. Solid Waste Disposal, §§ 12-100--12-119

Art. VII. Rendering Wastes, §§ 12-120--12-205

Div. 1. Generally, §§ 12-120--12-149

Div. 2. Waste Transportation Licenses, §§ 12-150--12-199

Div. 3. Construction and Operation of Rendering Facilities,
§§ 12-200--12-209

Art. VIII. Polystyrene and Plastic, §§ 12-210--12-229

Div. Polystyrene §§ 12-211--12-219

Div. Plastic §§ 12-220--12-237

[Art. IX. Repealed]

Art. X. Abandoned Bicycles, §§ 12-238--12-241

ARTICLE I. IN GENERAL

Sec. 12-1. Reserved.

Sec. 12-2. Reserved.

Sec. 12-3. Reserved.

Sec. 12-4. Reserved.

Sec. 12-5. Reserved.

Sec. 12-6. Reserved.

Sec. 12-7. Reserved.

Sec. 12-8. Reserved.

Sec. 12-9. Reserved.

Sec. 12-10. Reserved.

Sec. 12-11. Reserved.

Sec. 12-12. Reserved.

Sec. 12-13. Reserved.

Sec. 12-14. Reserved.

(Ord. No. 192A-93, 1-25-93; Ord. No. 112-96, § 3, 11-4-96; Ord. No. 140-02/03, 1-22-03; Ord. No. 219-02/03, 4-28-03; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 12-109.1. License fees.

(a) *Established.* The city council shall by order establish the following fees on commercial refuse collectors or refuse transporters:

- (1) A general license fee for every commercial refuse collector or refuse transporter;
- (2) A vehicle license fee on each vehicle used by a commercial refuse collector or a refuse transporter to collect or transport Portland waste within the city;
- (3) A fee on each container, capable of holding ten (10) or more cubic yards of construction and demolition waste or recyclables, used by a commercial refuse collector or a refuse transporter to hold Portland waste;
- (4) A tonnage fee on each ton of Portland waste collected or transported.

(b) *Calculation of tonnage fee.* The tonnage fee shall be a fee determined in a fiscal basis by multiplying the fee per ton times the number of tons of Portland waste that the public works authority estimates that a collector or transporter will collect or transport in the next fiscal year.

The public works authority is authorized but not required to rely upon tonnage reports produced by RWS in calculating the fees herein.

The minimum tonnage estimate for the period January 1, 1997, to June 30, 1997, shall be half of the tonnage figures supplied by RWS for the period July 1, 1995, to June 30, 1996, which is hereby established as the base year for the purpose of estimating the minimum tonnage for commercial refuse collectors or refuse transporters identified in the RWS figures. Any tonnage that is hauled by a commercial refuse collector but is attributed by RWS to a generator within the City of Portland shall be added to the tonnage for which the collector must pay the tonnage fee.

(c) *Payment of tonnage fee.* The tonnage fee shall be payable monthly to the public works authority in twelve (12) equal installments, except for the period January 1, 1997, to June 30, 1997, which shall be paid in six (6) equal installments. Each payment is due fifteen (15) days after the end of the month

for which payment is being made.

(d) *Adjustment of tonnage fee.*

- (1) During a fiscal year the tonnage fee shall not be reduced unless a licensee files a written request with supporting documents with the public works authority that demonstrates that the number of tons used in the original estimate will be at least twenty (20) percent higher than the actual tonnage hauled due to a change in conditions that occurred after the original estimate was made.
- (2) During a fiscal year the tonnage fee may be increased by the public works authority whenever it determines that an original estimate is too low due to a change that occurred after the original estimate was made. Thirty (30) days prior to increasing a tonnage fee, the public works authority shall send a written notice of its intent to increase the fee and the reasons for that increase, but the increase may be charged from the date the notice of increase is mailed or delivered.
- (3) After a fiscal year, the public works authority may award a credit for the next fiscal year to any commercial refuse collector or refuse transporter who filed written notice with supporting documents by certified mail return receipt requested during a fiscal year that demonstrates that the number of tons used in the original estimate was too high in relation to the number of tons actually hauled or transported. To be eligible for this credit, the hauler or transporter must have sent the written notice and documents within ten (10) days of the date upon which the hauler or transporter knew or should have known of the change in conditions.

(e) *Interest on unpaid tonnage fees.* Interest on unpaid fees shall begin on the sixteenth day after the end of the month for which payment is owed. The rate of interest shall be the rate established annually by the council on unpaid property taxes.

(f) *Additional fees.* An additional fee of three (3) times the cost of any required license or permit fee shall be charged for the issuance of any license or permit after expiration of the holder's prior license unless the application for renewal of the license was filed prior to such expiration.

(g) *Proration of fees.* The fee for a license which is

issued after July first of each fiscal year shall be prorated for each full month the licensee will not have the use of the license only if the licensee provides verification that it is a business which was not in existence as of July first. In the event that the licensee is a new business, the license fee shall be reduced by ten (10) percent for each full month that the licensee shall not have use of the license, but in no case shall the license fee be reduced by more than fifty (50) percent.

(h) *Application of fees.* All fees established by this chapter shall be placed in a separate account. Funds from that account may only be used to pay for the city's cost of solid waste disposal, which costs shall include but not be limited to the costs necessary for administration, inspection, enforcement, and to meet the city's financial obligation to RWS.
(Ord. No. 112-96, § 4, 11-4-96)

Sec. 12-109.2. Application process.

Licensed applicants who wish to be licensed for the next fiscal year must file their applications on or before March first with the documentation required by the public works authority, except that for the period of January 1, 1997, to June 30, 1997, the applications and documents must be filed by December 1, 1996.

The public works authority may require accurate lists containing such information as the public works authority deems necessary, including but not limited to size and location of waste containers used to collect or transport Portland waste, the frequency with which such containers are emptied, the amount of Portland waste tonnage collected or transported per haul during the preceding twelve (12) months, and the total Portland waste tonnage collected or transported by the collector or transporter during the preceding twelve (12) months, and the collector's or transporter's estimate of the amount of Portland waste tonnage that will be collected or hauled during the upcoming fiscal year.

If an applicant does not furnish the requested information, the applicant is barred from making a request to the public works authority to change the estimated tonnage, or from taking an appeal from the public works authority's tonnage estimate, but such written information and other information shall not be conclusive upon the public works authority.

Commencing in 2003, each license application shall be accompanied by evidence of a waste hauling agreement between the applicant and RWS for disposal of Portland waste collected or transported by the applicant from the date that the application is filed and throughout the upcoming license year.
(Ord. No. 112-96, § 5, 11-4-96; Ord. No. 140-02/03, 1-22-03)

CITY OF PORTLAND LAND USE CODE



Amended 7/19/21



review on the condition that they comply with the requirements of this Subsection 18.2.5.

- D. **Low-income housing minimum.** All hotel projects shall provide one unit of low-income housing for rent in the City of Portland for every 28 rooms in the hotel project, which shall meet the standards outlined in Subsections 18.2.3(C)(3), (4), and (5) and in the implementing regulations governing low-income units. This amount shall be rounded up to the nearest increment of 28 rooms. These units shall be deed restricted for the longest period permitted by law, shall not be used for short-term rentals of less than 30 days, and must be provided with distinct entrances from the street to delineate them from the hotel itself.
- E. **Fee-in-lieu alternative.** As an alternative to providing low-income housing units under Subsection 18.2.5(D) above, a hotel project may pay a fee-in-lieu of \$3,806 per hotel guest room. This amount shall be paid into the City's Housing Trust Fund and used for the purposes set forth in the ordinance and regulations applicable to that trust.
- F. **Annual adjustments.** The amounts in Subsection 18.2.5(E) above shall be adjusted annually in the same way as the fee under Section 18.1.8.
- G. **Regulations.** The Planning Board may promulgate implementing regulations based on this subsection.

18.3 JILL C. DUSON HOUSING TRUST FUND

18.3.1 Purpose

The purpose of enacting this section is:

- A. To establish a City of Portland Housing Trust Fund for the promotion, retention, and

creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the city.

- B. To serve as a vehicle for addressing very low, low, and median income housing needs through a combination of funds as set out in this article.

18.3.2 Establishment of the Jill C. Duson Housing Trust Fund

The City Council shall establish a special revenue account under the name "City of Portland Jill C. Duson Housing Trust Fund" (Housing Trust Fund).

Deposits into the fund shall include:

- A. Contributions from the City's housing replacement ordinance under Subsection 18.1.8.
- B. In-lieu fees under Subsections 18.2.3 and 18.2.5.
- C. Funds appropriated to be deposited into the fund by vote of the City Council.
- D. Voluntary contributions of money or other liquid assets to the fund.
- E. Any federal, state, or private grant or loan funds provided to the fund.
- F. Interest from fund deposits and investments.
- G. Repayments of loans made from the fund.

18.3.3 Management of the trust fund

The City Manager, or his or her designee, shall serve as the manager of the Housing Trust Fund. The responsibilities of the manager, subject to the orders of the City Council, shall include:

- A. Maintaining the financial and other records of the Housing Trust Fund.
- B. Disbursing and collecting Housing Trust Fund monies in accordance with the Housing Trust Fund annual plan.

are consistent with state requirements for utilizing transportation-related impact fees.

19.3.3 Deposits and expenditures

A. Deposits. The City shall establish a Sustainable Transportation Fund to be set up as a separate account within the City. Deposits into the fund shall include:

1. 100% of the revenue generated by the fee in-lieu of parking program, as established in Subsection 19.1.7 of this article.
2. Funds appropriated for deposit into the fund by vote of the City Council.
3. Voluntary contributions of money or other liquid assets to the fund.
4. Any federal, state or private grant or loan funds provided to the fund.

B. Accounting of deposits. Funds from the fee in-lieu of parking program, as established in Subsection 19.1.7, shall be individually collected and accounted for by project and the geographic fee in-lieu of parking subdistrict in which it is located.

C. Funds to be used within 10 years of deposit. Funds collected under the fee in-lieu of parking ordinance shall be spent on eligible infrastructure and/or capital improvements or expenses within 10 years of the date of collection. Any funds which are not so utilized and which exceed the City's actual costs of implementing the infrastructure improvement or improvements for which such fees were collected shall be refunded. Refunds shall be paid to the owner of records of the property for which the funds were collected, determined as of the date the refund is made.

D. Use of funds by subdistrict. Funds collected under the fee in-lieu of parking ordinance shall

be spent on permitted expenditures of the fund within the same geographic fee in-lieu of parking sub-district as the contributing project. However, for projects located within 250 feet of an abutting subdistrict, contributed fees can be used for eligible infrastructure projects in either abutting subdistrict.

E. Permitted expenditures of the fund. The Sustainable Transportation Fund may only be expended on the activities as described below:

1. Funds collected as fees in-lieu of parking shall be expended toward capital transportation improvements. Such capital improvements shall include but are not limited to the following:
 - a. Parking infrastructure:
 - i. Shared use, publicly accessible parking facilities.
 - ii. Publicly accessible bicycle racks and bicycle parking shelters.
 - b. Transit capital improvements and expenses:
 - i. Bus shelters, bus turnouts, transit signage and other transit amenities.
 - ii. Buses and transit vehicles.
 - iii. Transit and transportation information systems.
 - iv. Fixed guide way and/or rail transit systems.
 - c. Pedestrian and bicycle infrastructure:
 - v. Multi-use trails and non-vehicular transportation corridors.
 - vi. Pedestrian infrastructure and amenities located on publicly accessible rights-of-way including but not limited to crosswalks, signalization, landscaping, street

furniture, wayfinding signage, traffic calming, and lighting.

- vii. New public sidewalks and new bicycle lanes along publicly accessible rights of way or corridors where such facilities are not previously provided.

- d. Other such improvements intended to enhance transportation choice and promote transit and non-automotive transport.

- 2. Funds collected or appropriated by means other than from a fee in-lieu of parking may be used for any of the capital transportation improvements listed above, and for any of the following uses:

- a. Transportation Demand Management program administration.
- b. On- or off-peninsula transit and/or non-automotive transportation capital or operating expenses.
- c. Transit and/or non-automotive transportation promotion and education material.
- d. Other such programs or improvements intended to enhance transportation choice and promote transit and non-automotive transport for the City of Portland.

- F. **Annual Sustainable Transportation Plan and appropriations schedule.** Annually, the City Manager shall submit to the City Council a recommended sustainable transportation plan and appropriations schedule, utilizing the revenues of the Sustainable Transportation Fund. The Transportation Committee of the City Council or such other committee as the council shall designate shall recommend and

refer the plan and appropriations schedule to the City Council for action.

a traditional and typical element of architectural design.

- C. Those elements generally considered to be conventional components of a landscape architectural design including, but not limited to, plant materials, pools, paths, benches, receptacles, fixtures, and planters except as allowed by (G) and (H) in the list of included art work above.
- D. Art objects which are mass produced or of a standard design, such as playground sculpture or fountains, except pieces of historical significance to the city.
- E. Directional or other functional elements, such as supergraphics, signage, color coding, and maps, except where sculptural pieces are used to define gateways in the city.
- F. Electrical, water, or mechanical service for activation of the work.
- G. Exhibitions and educational programs related to the work.
- H. Performing arts.
- I. Art that displays slogans, logos, mascots, or commercial advertising.

Public art collection. Art objects that are owned by the City of Portland which are permanently installed in public, accessible locations. Permanent public art must be located in a public place with public visibility and impact, and shall have a permanence at least comparable to associated capital projects.

Public art guidelines. The regulations adopted by the committee and approved by the City Council which establish procedures to carry out the purpose of this article. The guidelines shall include but not be limited to criteria for selection of artists and art works, maintenance of a file of interested

artists, procedures for artistic competitions, and requirements for the maintenance of works of art.

21.4 FUNDING

21.4.1 Establishment of Public Art Fund

The City shall establish a special revenue fund designated as the Public Art Fund in the City treasury from which expenditures may be made in accordance with this ordinance. The Public Art Fund shall contain a capital account to fund permanent public improvements in the form of the purchase, acquisition, or commission of new public art, or major restorations, and an operations and maintenance account. Authorized expenditures include, but are not limited to, associated site installation costs, such as lighting and landscaping, and costs associated with the commission, engineering, contract administration, unveiling, and dedication activities. Also authorized are expenditures associated with preservation, conservation, and repair of existing public art. Capital funds may come from any source, including the sale of general obligation bonds. The City's capital improvement program shall contain an annual appropriation for the Public Art Fund calculated in accordance with Subsection 21.4.2. Funds for the operation and maintenance account may come from any source except bonds.

21.4.2 City-funded projects

A percentage of the City's Capital Improvement Program (CIP) shall be calculated and appropriated annually to the Portland Public Art Fund. The annual appropriation shall be .5% of the total annual CIP. Nothing contained herein shall preclude funding the acquisition of art for municipal property in other ways.

Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES*

***Cross reference(s)**--Ordinances dedicating, naming, establishing, locating, relocating, opening, paving, widening, vacating, etc., any street or public way in the city saved from repeal, § 1-4(3); ordinances establishing or prescribing grades in the city saved from repeal, § 1-4(6); dogs running at large prohibited, § 5-17; buildings and building regulations, Ch. 6; cemeteries, Ch. 7; land use, Ch. 14; loitering, § 17-1; parks, recreation and public buildings, Ch. 18; peddlers and solicitors, Ch. 19; farmers markets, Ch. 21; sewers, Ch. 24; broadband communications network, Ch. 27; traffic and motor vehicles, Ch. 28; vehicles for hire, Ch. 30.

State law reference(s)--Highways generally, 23 M.R.S.A § 1 et seq.; local highway law, 23 M.R.S.A § 2701 et seq.

- Art. I. In General, §§ 25-1--25-15
- Art. II. Obstructions and Encumbrances, §§ 25-16--25-45
 - Div. 1. Generally, §§ 25-16--25-25
 - Div. 2. Permit, §§ 25-26--25-45
- Art. III. Street Acceptances, §§ 25-46--25-65
- Art. IV. Street Grades, §§ 25-66--25-80
- Art. V. Street Names and Numbers, §§ 25-81--25-95
- Art. VI. Sidewalk and Curbing Construction and Maintenance, §§ 25-96--25-115
- Art. VII. Excavations, §§ 25-116--25-170
 - Div. 1. Generally, §§ 25-116--25-150
 - Div. 2. Street Opening Permit, §§ 25-151--25-170
- Art. VIII. Removal of Snow and Ice, §§ 25-171--25-190
- Art. IX. Moving of Structures, §§ 25-191--25-205
 - Div. 1. Generally, §§ 25-191, 25-192
 - Div. 2. Permit, §§ 25-193--25-205

ARTICLE I. IN GENERAL

Sec. 25-1. Barbed wire prohibited.

No fence of barbed wire, or of which barbed wire is a part, shall be erected or maintained along the line of any such streets, ways, or public places in the city without a revocable permit issued by the building inspector therefor. The city council may provide by order for a reasonable fee for such permit. No permit shall be issued unless the building inspector determines that such barbed wire will be erected and maintained in such a way as to adequately protect users of such streets, ways and public places.

and void and shall have to be renewed.
(Ord. No. 10-97, 6-16-97)

Sec. 25-157. Fees and charges.

***Editor's Note:** Pursuant to Order No. 243-15/16 passed 5/16/2016, the fees for street opening permits are as follows:

Street opening permit \$360.00
Sidewalk opening permit \$252.00
Esplanade/other permit \$180.00

(a) Each street opening permit may be assessed two (2) fees: an administrative charge and a permanent pavement restoration charge.

(1) *Administrative:* This fee shall reimburse the city for the direct cost of labor and equipment necessary to administer this article and the rules and regulations and the rehabilitation of city streets primarily due to excavations.

(2) *Permanent pavement restoration:* This fee shall cover the city's cost of permanently restoring the disturbed pavement area and shall be based on the final measured size of each permitted street opening.

(b) All fees shall be enacted annually by order of the city council. The public works authority shall notify currently licensed excavators in advance of annual fee revisions necessary to reflect costs of program administration, permanent pavement restoration, annual excavator's license fee, and other applicable charges.

(c) Upon permit application, the administrative charge, estimated permanent pavement restoration charge shall be paid to the street openings clerk unless waived by the public works authority as provided below. No permit shall be issued without appropriate payment of fees. Utility applicants in good standing shall be granted the option of being invoiced by the city for these fees.

(d) All fees and charges collected by the public works authority in the issuance of permits pursuant to this article shall be placed in a fund dedicated and utilized solely for the administration of this article and the rules and regulations, and

the rehabilitation of city streets primarily due to excavations.

(e) Waiver of fees:

- (1) To prevent untimely delays to construction activities within the limits of city and/or MDOT planned reconstruction areas, the city shall waive all street opening permit fees for utilities and individuals having work to do in such areas until the time reconstruction takes place. This waiver can only be applied if the applicant clearly indicates the nature and limits of work on their permit application.
- (2) The director may waive all permit fees in streets or sidewalk/driveway areas to contractors under contract to the city or MDOT.
- (3) To promote the use of trenchless technologies and minimize pavement disturbance, the permanent restoration fee will not be assessed to any excavation area achieved by trenchless technologies which do not result in pavement damage.
- (4) No permanent pavement restoration fee will be assessed for excavations into streets classified with a pavement condition index (PCI) requiring total reconstruction per the city's pavement management and maintenance program.
- (5) No permanent pavement restoration fee will be assessed to public utilities in good standing under the rules and regulations who are allowed to perform their own permanent pavement restorations in conformance with the rules and regulations.
- (6) The city manager may authorize special waivers of permit fees if special conditions exist, including public health issues and significant financial hardship to a homeowner, which can be supported by the director in writing.

(Ord. No. 10-97, 6-16-97; Ord. No. 71-00, 9-18-00)

Sec. 25-158. Reserved.

(Ord. No. 10-97, 6-16-97; Ord. No. 71-00, 9-18-00)

Sec. 25-159. Bonds.

Bonds or deposits shall be required of all applicants other

Chapter 29 VEGETATION*

*Cross reference(s)--Plants, shrubs and flowers in cemeteries, § 7-86 et
seq.; land use, Ch. 14.

Art. I. Heritage Tree Protection Ordinance , §§ 29-1--29-15

Div. 1. In General, §§ 29-1--29-13

Div. 2. Tree Trust, §§ 29-14--29-15

Art. II. Trees, §§ 29-16--29-24

ARTICLE 1. HERITAGE TREE PROTECTION ORDINANCE

DIVISION 1. IN GENERAL

Sec. 29-1. Title.

This article shall be known as the Heritage Tree Protection Ordinance (hereinafter, the "Ordinance").
(Ord. No. 26-20/21, 8-3-2020)

Sec. 29-2. Intent and purpose.

The preservation of the tree canopy and the planting of replacement trees is intended to enhance the quality of life and the environment of the city; to reduce energy consumption; to protect air quality; to provide protection from glare and heat; to baffle noise; to reduce topsoil erosion and stormwater runoff; to preserve and enhance habitat for wildlife; to protect and increase property values; to combat climate change through carbon sequestration; to provide natural privacy for neighbors; to enhance the overall appearance of the City; and to acknowledge the intrinsic value of the mature trees within our community.

The purpose of this Ordinance is to discourage the removal or extensive pruning of Heritage Trees located in historic districts of the City of Portland on private property and to replace the valuable ecological services such trees provide should they be removed.
(Ord. No. 26-20/21, 8-3-2020)

Sec. 29-3. Definitions.

for a Tree Permit within 30 days of the removal. Each business day thereafter, until an application is filed, shall constitute a separate violation of this ordinance and shall be subject to the penalties outlined in Section 1-15 of the Portland City Code.

(b) Stop work order: Upon notice that trees are being removed without a Heritage Tree Removal Permit, such work shall be immediately stopped by the Director of Parks, Recreation, and Facilities or designee. The stop work order shall be in writing and shall be mailed to the owner of record of the property and posted at the front of the property in a conspicuous location, and if possible, given to the owner of the lot involved, or to the owner's agent, or to the person doing the work, and shall state the conditions under which work will be permitted to resume.

(c) Injunctive relief: Whenever there exists reasonable cause to believe that a person is violating any applicable provision of this article, the city may institute a civil action for an injunction in a court of competent jurisdiction ordering the defendant to correct the unlawful condition or to cease the unlawful use of the property.
(Ord. No. 26-20/21, 8-3-2020)

Sec. 29-12. Conflicts with Other Ordinances.

Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of this ordinance or of any other ordinance, regulation or statute, the more restrictive chapter, article or ordinance of the Portland City Code shall control.
(Ord. No. 26-20/21, 8-3-2020)

Sec. 29-13. Effective date.

This ordinance shall become effective thirty (30) days following passage by the City Council. During the time between passage and the effective date, the City Arborist shall post a notice on the City Web Page and mail a notice about the ordinance to all licensed arborists in Cumberland County.
(Ord. No. 26-20/21, 8-3-2020)

DIVISION 2. TREE TRUST

Sec. 29-14. Tree Trust.

(a) *Purpose.* The purpose of enacting this section is to establish a tree trust fund to facilitate compliance with tree replacement requirements set forth in Chapter 29 of this Code

(b) *Establishment of the tree trust fund.* The city council hereby establishes a special revenue account under the name "City of Portland Tree Trust Fund." Deposits into the fund shall include:

1. Contributions made by anyone removing heritage trees and choosing to make a contribution in lieu of planting trees as specified in Chapter 29 of this code;
2. Funds appropriated to be deposited into the fund by vote of the city council;
3. Voluntary contributions of money or other liquid assets to the fund;
4. Any federal, state or private grant or loan funds provided for tree trust fund purposes; and/or
5. Interest from fund deposits and investments.

(c) *Management of the trust fund.* The city manager, or his or her designee, shall serve as the manager of the tree trust fund. The responsibilities of the manager, subject to the orders of the city council, shall include:

1. Maintaining the financial and other records of the tree trust fund;
2. Disbursing and collecting tree trust fund monies in accordance with the tree trust fund annual plan; and
3. Monitoring the use of monies expended and assuring compliance with the purposes of the fund and the conditions under which any portions of the fund were granted or loaned.

(d) *Tree trust fund annual plan.* Each fiscal year, the city council shall adopt a tree trust fund annual plan. The city manager shall submit to the city council a recommended tree trust fund annual plan, utilizing the revenues of the tree trust fund

as well as any other funds the manager may propose as appropriate. The Sustainability and Transportation Committee of the city council, or such other committee as the council shall designate, shall conduct public hearings on the recommended plan and refer the matter to the council for action.

The tree trust fund annual plan shall include:

1. A description of all tree planting programs to be funded in part or in full by the tree trust fund;
2. Identification of the locations trees were planted in the prior year;
3. Identification of locations that would most greatly benefit from tree planting to reduce the amount of impervious surface, reduce urban heat islands, and manage stormwater;
4. The amount of funds used for tree planting in the prior year.

(f) *Distribution and use of the tree trust fund's assets.*

1. All distribution of principal, interest or other assets of the tree trust fund shall be made in furtherance of the public purposes set out in this article (Heritage Tree Protection Ordinance).

2. Funds shall not be used for city administrative expenses.

(Ord. No. 26-20/21, 8-3-2020)

Sec. 29-15. Reserved.

ARTICLE II. TREES*

*State law reference(s)--Nurserymen and arborists, 32 M.R.S.A. § 1901 et seq.

Nick Nyhart Consulting * Democracy: Policy, Research, Advocacy, Strategy
7 Lombard St, Boston, MA 02124
202-255-9430 * nyhart.democracy@gmail.com

October 5, 2021

Dear Mayor Snyder and Members of the City Council:

I am aware that you are making findings of fact regarding a proposal for public funding of municipal elections.

I am writing as someone who has helped create public funding systems around the country and observed their implementation to offer relevant facts regarding the costs of a potential system of publicly financed elections for the City of Portland.

Over the past three decades I have worked with elected officials, policy experts, and grassroots reformers across the country as they have designed, implemented and evaluated various programs of public financing at the state and local level. I did this as the director of a regional money-in-politics policy project in New England beginning in the early 1990's, continuing through two decades of executive leadership at Public Campaign (later known as Every Voice Center), a national organization that focused on innovative campaign finance policies at the local, state, and federal level. The public funding systems that I have been engaged with at a policy level include those in Connecticut, New York City, Seattle, Arizona, Portland (OR), and Washington, D.C. I continue to work with scholars, lawmakers, and advocates who are evaluating and advancing similar small donor-based policy initiatives.

Obviously, specific estimates of required funding for such systems depend on the actual policy provisions of legislation and regulation. However, the known existing costs of a variety of different models, all modest in expense, give a ballpark range of the likely level of expenditures. I have estimated a range of approximate costs based on systems from "away" as well as Maine Clean Elections, focusing on the core cost of the public money given to candidates.

The table below looks at costs of the models in Maine (2018), Connecticut (2018), Seattle (2019) and New York City (2021, to date). Connecticut's grant-based system, initiated in 2008, is based on the Maine model. Seattle's voucher system, to date the only one of its kind in the country, gives \$100 in vouchers to each city resident, which can be donated to qualifying candidates who may redeem the vouchers for campaign cash. New York City employs the country's best known matching fund system. Under recent revisions to the New York program, qualifying candidates now may receive an 8 to 1 match on contributions of up to \$250. In each of these jurisdictions the programs apply to all members of its legislative bodies, chief executives and other jurisdiction-wide elected officials. All enjoy significant participation from candidates and are seen as leading examples of their particular model.

There are at least two ways to make these comparisons. First, it is possible to calculate the cost of public funding as a percentage of the overall budget of a jurisdiction. Second, one could determine the cost-per-resident of that jurisdiction. Either of these two methods can be reasonably relied upon to provide a general range of costs; while individual implementations may differ, all are within the same order of magnitude."

The table below shows the annualized costs as both a percentage of the jurisdictional budget and as an annualized cost per individual resident. (NOTE: the 2021 NYC figures are incomplete, but most of the funds have been allocated.)

<u>COST METHOD</u>	<u>JURISDICTIONS</u>			
	ME (2018)	CT (2018)	Seattle (2019)	NYC (2021)
Annualized Cost per Person	\$1.68	\$2.79	\$1.63	\$3.43
Annualized Cost as % of Budget	0.050%	0.048%	0.021%	0.031%
Pro-rated for Portland per person	\$110,880	\$184,140	\$107,580	\$226,380
Pro-rated for Portland % of budget	\$134,100	\$128,736	\$56,322	\$83,142

Using these models as a baseline, a reasonable pro-rated estimate for costs in Portland, assuming a population of approximately 66,000 and an annual budget of \$268.2 million, would range from a low of \$107,580 to a high of \$226,380 under the population method and a low of \$56,322 to a high of \$134,100 under a percent-of-budget method. These estimates include only public financing funds given to candidates, not administrative expenses. The grant costs include both primary and general elections, so the absence of primaries in Portland's municipal elections may result in lower costs. (In Maine's statewide clean elections system, for example, primaries account for 33% of the grant funding.)

I hope this information is useful as you assess the possible cost of providing public funding in Portland elections.

Sincerely,

Nick Nyhart

I demand clean elections. 1 view



Fran Hoef-Bouchard <carmelx44@yahoo.c... Oct 16, 2021, 9:05:13 AM (2 days ago)
to publiccomment@portlandmaine.gov

Attention, members of the Council,

I signed a petition for a charter amendment on clean elections, and I deserve a vote. Stop stonewalling! Please include this email as written comment in the Council's agenda packet.

I am watching.

Fran Hoef-Bouchard

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: October 5, 2021

SUBJECT: Order 81-21/22 Approving and Appropriating \$4.5 Million for Land Acquisition by the Portland International Jetport - 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 10/18/2021

Final Action 11/1/2021

Can action be taken at a later date: Yes

PRESENTATION: Paul Bradbury, Airport Director, will introduce this item and provide a brief presentation if requested by the Council.

I. SUMMARY

The Portland International Jetport requests approval and a \$4.5 million appropriation from its unrestricted fund balance to acquire land identified in its Sustainable Airport Master Plan for acquisition.

II. AGENDA DESCRIPTION

The Portland International Jetport is requesting approval and an appropriation of \$4.5 million from its unrestricted fund balance for the acquisition of land. The parcels proposed for acquisition were specifically noted for future purchase in the Jetport's Sustainable Airport Master Plan that was accepted by the City Council in 2016.

The purchase includes five parcels totaling 4.53 acres currently held by Toye Airport Park, LLC and Toye Realty Holdings III, LLC.

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

III. BACKGROUND

The Portland International Jetport is requesting the acquisition of five parcels totaling 4.53 acres at a cost of \$4.5 million. The proposed area for land acquisition is shaded in the graphic below. The land is appraised at \$4.75 million, but the selling entities, Toye Airport Park, LLC and Toye Realty Holdings III, LLC, have agreed to sell the parcels for the purchase price of \$4.5 million as outlined in the attached real estate purchase and sale agreement.



The Jetport's Sustainable Airport Master Plan process noted the importance of this land to future airport development and called for its acquisition in the intermediate planning horizon. The intermediate planning horizon covers fiscal years 2023 - 2027 within the Jetport's capital improvement plan. Although the timing for this acquisition is earlier than planned, it recognizes the current ownership entities: Toye Airport Park, LLC and Toye Realty Holdings III, LLC, are interested in a timely sale of these parcels. This provides the Jetport with a unique opportunity to acquire these parcels now and eliminate the possibility of other alternate development that is inconsistent with the Jetport's Sustainable Airport Master Plan.

The proposed acquisition includes the 2.56 acre former Park' N Jet valet parking operation which can accommodate up to 350 cars. This business operated by Toye Airport Park, LLC discontinued operations in August 2020 due to the pandemic. Now that passenger volumes are near 2019 levels, this acquisition will allow for the Jetport to immediately return the parking capacity that Park' N Jet provided back to the market. This lot is significantly more convenient for passengers than the current discount lot off district road and can be operated at a lower expense. Additionally, this acquisition includes an undeveloped parcel of 1.97 acres which, in combination with the Park' N Jet parcel, will be needed to accommodate future terminal, roadway, and parking development.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The approval of this land acquisition will allow the Portland International Jetport to immediately increase its available parking capacity and restore a valet parking option. This acquisition will also provide needed future land area for terminal, roadway, and parking development.

The Portland International Jetport provides a robust connection for the region to the national air transportation system and in doing so plays an important role in supporting the City Council's economic development goals. Approval of this project will help the Portland International Jetport better serve the air service needs of the region now and in the future.

V. FINANCIAL IMPACT

As of June 30, 2021, the Portland International Jetport's unrestricted cash balance was \$25,509,094. If this order is approved, the Jetport's unrestricted cash will be reduced by \$4.5 million for the proposed land acquisition. The procurement of this land will provide an immediate new parking revenue stream for the Jetport that is projected to net \$300,000 annually at current passenger levels.

Cash reserves are an important consideration by the rating agencies when assigning a debt rating. The Jetport is currently rated Baa1 by Moody's and BBB+ by S&P. The proposed land acquisition will reduce the Jetport's unrestricted cash to \$21 million, a level which provides 440 days of operating cash on hand and an industry appropriate amount of liquidity.

VI. STAFF ANALYSIS AND BACKGROUND

The Portland International Jetport, at only 769 acres, is a land-constrained airport when compared to peer airports with similar passenger and flight volumes. The land purchase being requested under this order has been noted as a critical acquisition for future development given its close proximity to the passenger terminal and public parking facilities.

Attached to this memo is additional back up material outlining the details of this land acquisition. These attachments include the proposed purchase and sale agreement, a copy of the Jetport's sustainable master plan development staging diagram, and copies of the land appraisals for this proposed acquisition.

VII. RECOMMENDATION

Jetport staff fully supports and recommends the acquisition of this land as outlined in the Jetport's City Council accepted Sustainable Airport Master Plan.

VIII. LIST ATTACHMENTS

1. Appropriating \$4.5 million for Land Acquisition by the Portland International Jetport 10.18.2021
2. Jetport Master Plan Development Staging Graphic
3. PS Toye entities and City of Portland airport property (for Council approval 10-12-21)
4. ParkNJetRevised Appraisal parcel A&B Aug '19 (1)
5. Jetport_Parcels C&D_Revised 8-25-19

Prepared by:

Paul Bradbury, Jetport Director

Date: 10/05/2021

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 APPROPRIATING \$4.5 MILLION FOR
LAND ACQUISITION BY
THE PORTLAND INTERNATIONAL JETPORT**

ORDERED, that the purchase of five parcels of land totaling 4.53 acres currently held by Toye Airport Park, LLC and Toye Realty Holdings III, LLC by the Portland International Jetport is hereby approved; and

BE IT FURTHER ORDERED, that \$4,500,000 from the Portland International Jetport unrestricted fund balance is hereby appropriated to purchase this property.

DEVELOPMENT STAGING

SHORT TERM DEVELOPMENT

- 1 Terminal Apron Expansion Northwest End - Phase 1 *
 - 2 Environmental Assessment and Permitting for Airport Improvements - NS
 - 3 Gate 1 Apron Reconstruction and Construct TW C Snow Shoulders North
 - 4 Runway Incursion Warning System
 - 5 3rd Floor Bypass Auto Exit Portals
 - 6 Gate 1 - 6 Rehabilitation Vertical Circulation Improvement
 - 7 Pre-Conditioned Air/Lifts for Loading Bridges
 - 8 Gate 1 Additional Loading Bridges
 - 9 Central Air Handling Units
 - 10 Terminal Apron Expansion Northwest End - Phase 2 *
 - 11 Environmental Assessment Mitigation Measures - NS
 - 12 ARFF Vehicle
 - 13 Snow Removal Tractor for Airfield Lights/Signs
 - 14 Maintenance Building Generator and Enclosure
 - 15 Click to Activate Runway Lights
 - 16 Administrative Offices above Bag Claim - East End
 - 17 Additional Loading Bridges for Gate 11
 - 18 Long Term Hold/Deicing/RON Apron - Phase 1
 - 19 FIS Facility
 - 20 Snow Melt Equipment for Contaminated Snow - SRE/Maintenance
 - 21 Long Term Hold/Deicing/RON Apron - Phase 2
 - 22 Runway 11 Taxiway Bypass and Perimeter Service Road Realignment
 - 23 Tree Removal for GOS on Runway 36 End
 - 24 Expand Baggage Claim - Phase 2
 - 25 Loading Bridge
 - 26 Construct Air Cargo Taxiway - Phase 1
 - 27 Rehabilitate Cargo Apron
 - 28 Displacement Plows
 - 29 Airport Security Fence and Gate Upgrades (North East Area)
- NS - Not Shown

This proposed land acquisition is noted as Intermediate Term Development Project 3 in the Jetport's Sustainable Airport Master Plan.

LEGEND

- Airport Property Line
- City Limit Line
- Airport Fence Line
- Runway Protection Zone (RPZ)
- Short Term Development
- Intermediate Term Development
- Long Term Development
- Third Party Tenant Development
- Sustainable Projects
- * Demand-Based Projects

INTERMEDIATE TERM DEVELOPMENT

- 1 Construct Taxiway C Realignment - Phase 1
- 2 Loading Bridge
- 3 Land Acquisition
- 4 Construct Air Cargo Taxiway - Phase 2
- 5 Loading Bridges
- 6 Replace Regional Boarding Ramps at Gates 18 and C
- 7 Relocate Taxiway A East of Runway 18-36
- 8 Construct Taxiway C Realignment - Phase 2
- 9 Relocate Service Access Road East of Cargo
- 10 Parking Garage Expansion Phase 3 *

LONG TERM DEVELOPMENT

- 1 Construct Air Cargo Apron Phase I (North) *
- 2 Construct Air Cargo Apron Phase II (South) *
- 3 ARFF Vehicle
- 4 Construct Taxiway B Runway 36 to 29
- 5 Extend Cargo Apron East Interport Location *
- 6 Rotary Snowplow 5000 TPH
- 7 Expand Maintenance Building
- 8 Construct Aircraft Engine Run-Up Pad *
- 9 SRE 18' FRT MTD Broom
- 10 Strengthen/Rehab Runway 11-29
- 11 Displacement Plows/Spreaders
- 12 Strengthen/Rehab Taxiways A, D, E, & F
- 13 2000 Gallon Liquid Spreader
- 14 ARFF Vehicle
- 15 Construct South Apron Taxiway
- 16 Construct South General Aviation Apron - Phase 1 *
- 17 Construct South General Aviation Apron - Phase 2 *
- 18 Terminal Westerly Expansion
- 19 Rehabilitate Runway 18-36, Taxiways B and J
- 20 Construct South General Aviation Apron - Phase 3
- 21 Ramp Expansion East of Air Traffic Control Tower
- 22 Snow Plows
- 23 Parking Garage Expansion Phase 4 *
- 24 Terminal Easterly Expansion/Renovation *

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2021 (the "Contract Date"), is by and between **TOYE AIRPORT PARK, LLC** and **TOYE REALTY HOLDINGS III, LLC**, each a Maine limited liability company with an address of P.O. Box 2801, South Portland, Maine 04116 (collectively, "Seller") and the **CITY OF PORTLAND**, a Maine municipal corporation with a principal office at 389 Congress Street, Portland, Maine 04101 ("Purchaser").

1. Purchase and Sale of Property.

Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, and pay for the following described property owned by Seller (collectively, the "Premises"):

Those certain lots or parcels of real property, including buildings, improvements and parking areas, located at 992, 1008, 1020 and 1024 Westbrook Street, Portland, ME 04102 and Parcel C, Jetport Boulevard, Portland, ME 04102 as more particularly set forth on Exhibit A attached hereto and made a part hereof, together with the rights and appurtenances pertaining to the Premises, including all of Seller's right, title and interest in and to the adjacent streets, roads, alleys, strips, gores, easements, rights of ingress or egress, rights-of-way, reversionary rights, and any other interests in, on, or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the Premises, and any awards made or to be made in connection therewith.

2. Purchase Price.

(a) The purchase price for the Premises shall be Four Million Five Hundred Thousand and no/100 (\$4,500,000.00) Dollars (the "Purchase Price"). The Purchase Price, subject to adjustment as provided herein, shall be paid by Purchaser to Seller by wire transfer or, at Seller's sole option, by bank check in immediately available funds, to Seller (or to its Qualified Intermediary) at the Closing. The Purchase Price shall be reduced at Closing by the amounts, if any, paid to Seller under that certain License Agreement (the "License Agreement") by and among Seller, Purchaser and SP Plus Corporation dated as of October 1, 2021 (the "License Payments"), provided that, such reduction in the Purchase Price shall not exceed Fifty Thousand (\$50,000) Dollars.

3. Prorations, Adjustments and Costs. Seller and Purchaser shall prorate as of the date of Closing the following items:

(a) real estate taxes and assessments and stormwater charges assessed against the Premises for the tax year in which the Closing occurs, except to the extent paid by SP Plus Corporation under the License Agreement. Seller is responsible for any unpaid real estate taxes for prior years; and

(b) charges for heat, oil, sewer, water or any other utility services provided to the Premises.

4. Conveyance: Title.

(a) Seller shall convey the Premises to Purchaser by good and sufficient Quitclaim Deed with Covenant (the "Deed"). Title to the Premises shall be good and marketable and shall be free and clear of all liens and encumbrances except (i) zoning restrictions and land use matters; (ii) current taxes and assessments; and (iii) any "Defects of Title" as (defined below) accepted or waived by Purchaser pursuant to Section 4(b).

(b) On or before the Closing Date, Purchaser shall notify Seller of any defects in title that would make Seller unable to give title to the Premises as herein stipulated (any of which is called herein a "Defect of Title"), except that Purchaser has no obligation to object to any mortgage or other monetary lien affecting the Premises, which Seller agrees to remove prior to the Closing Date, or use any portion of the Purchase Price to satisfy the same at Closing. Seller shall have a period of not more than 30 days after receipt of notice of such defect within which to remedy or cure any such Defect of Title, and the Closing shall be extended to the date that is five (5) business days after the expiration of such 30-day period. If such Defects of Title are not corrected or remedied within such 30-day period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the Premises subject to the uncured Defects of Title without reduction of the Purchase Price and without any right to damages and without any other liability on the part of Seller, or (ii) to terminate this Agreement whereupon all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

5. "AS IS" Sale; Due Diligence Period and Right to Inspections.

(1) The Premises is expressly purchased and sold "AS IS," "WHERE IS," and "WITH ALL FAULTS."

(2) Purchaser shall have the right, at its sole cost and expense, to conduct inspections and tests of the Premises and to perform such other due diligence with respect to the Premises as Purchaser deems reasonably necessary, including a Phase I Environmental Site Assessment ("Phase I ESA"). Purchaser acknowledges and agrees that its inspection right shall expire at 5:00 P.M. (EST) on November 30, 2021 (such period being hereinafter referred to as the "Due Diligence Period"). If, in connection with the performance of its due diligence, Purchaser and/or its engineers, architects, consultants, contractors, or other representatives require access to the Premises, Seller agrees to reasonably cooperate with Purchaser and its representatives. Purchaser shall have the right to terminate this Agreement if Purchaser determines, in its sole discretion, that it is not satisfied for any reason with the information obtained by Purchaser during the Due Diligence Period. To exercise such termination right, Purchaser shall give written notice of termination to Seller prior to the expiration of the Due Diligence Period, time being of the essence with respect to the giving of such notice. If Purchaser gives notice of termination on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth herein. If Purchaser fails to give such notice of termination on or before said deadline, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section, and Purchaser agrees to purchase the Premises in its "as is and where is" condition as of the expiration of the Due Diligence Period, subject to reasonable wear and tear, without abatement or reduction of the Purchase Price.

(3) The Purchase Price and the terms and conditions set forth herein are the result of arm's-length bargaining between entities familiar with transactions of this kind, and said price, terms and conditions reflect the fact that Purchaser is not relying upon any information provided by Seller or statements, representations or warranties, express or implied, made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Premises, the physical or environmental condition of the Premises, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Premises with any regulation, or any other attribute or matter of or relating to the Premises.

(4) Purchaser acknowledges and agrees that no representation has been made and no responsibility is assumed by Seller with respect to condition of the Premises, or the current and future applicable zoning or building code requirements or the compliance of the Premises with any other laws, rules, ordinances or regulations.

6. Closing.

(a) The Closing shall take place on November 30, 2021, or such earlier date as the parties may agree (the "Closing Date"), at 10 a.m. at the offices of Purchaser's attorney or at such other place as shall be mutually agreed to by both Purchaser and Seller. TIME IS OF THE ESSENCE.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(1) Seller shall execute, have acknowledged and deliver to Purchaser the Deed describing the Premises, such Deed to be subject only to those matters set forth in Section 4(a) and to any Defects of Title accepted or waived by Purchaser pursuant to Section 4(b); and

(2) Purchaser shall wire or deliver a bank check for the Purchase Price (as adjusted as provided herein) to as required by Section 2(b); and

(3) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out their obligations under this Agreement or as may be required by law; and

(4) Seller shall deliver full possession of the Premises to the Purchaser.

7. **Risk of Loss.** The risk of loss to the Premises prior to the Closing Date shall be on Seller.

8. **Brokers.**

Seller and Purchaser each represent and warrant to each other that no broker was involved in this transaction. Each party agrees to protect, indemnify and hold harmless the other from and against any and all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and judgments relating to any fee, commission or other compensation asserted by any other broker, finder or other intermediary in connection with this Agreement or the transactions contemplated hereby arising out of its acts.

9. **Default.**

(a) If Purchaser fails to perform its obligations as set forth in this Agreement, then Seller shall as its sole and exclusive remedy be entitled to retain the License Payments as liquidated damages as a result of such failure to perform and this Agreement shall be deemed terminated. Purchaser acknowledges that Seller's damages because of Purchaser's failure to perform are difficult to ascertain and agree that the amount of the License Payments represents a reasonable estimate of the amount of

Seller's damages as a result thereof.

(b) If Seller fails to perform its obligations as set forth in this Agreement, then Purchaser shall have all rights and remedies available in law or equity, including specific performance.

10. Notices.

All notices, demands or other communications made pursuant to this Agreement shall be in writing and shall be either hand delivered or sent by certified or registered mail, return receipt requested. Such notice shall be deemed effective upon the earlier of (a) actual receipt or (b) two days following its deposit in the United States mail, postage prepaid, and addressed as follows:

If intended to Seller, to:

Thomas A. Toye, III
P.O. Box 2801
South Portland, ME 04116

With a copy to:

Drew A. Anderson, Esq.
Murray, Plumb & Murray
P.O. Box 9785
Portland, ME 04104-5085

If intended to Purchaser, to:

Paul H. Bradbury, P.E.
Airport Director
Portland International Jetport
1001 Westbrook Street
Portland, ME 04102

and

City of Portland
Attn: Corporation Counsel
389 Congress Street
Portland, ME 04101

With a copy to:

Nicholas J. Morrill, Esq.
Jensen Baird
P.O. Box 4510
Portland, ME 04112-4510

11. Miscellaneous.

(a) Seller and Purchaser shall each pay their portion of the Maine State Transfer Tax, to the extent applicable.

(b) Each party shall pay its own attorneys' fees. Other closing costs will be allocated according to the custom for commercial real estate transactions in Maine.

(c) Seller hereby acknowledges Purchaser's requirement to withhold 2½% of the purchase price pursuant to 36 M.R.S.A. §5250-A if Seller is not a resident of the State of Maine, unless Seller presents to Purchaser at closing a Certificate of Exemption or Certificate of Reduction from the State of Maine Bureau of Taxation.

(e) By signing this Agreement, Purchaser acknowledges that Purchaser has been notified of the State of Maine's withholding tax requirement pursuant to 36 M.R.S.A. §5250-A.

(f) Seller hereby certifies that Seller is a resident of the United States of America and is not subject to the 10% withholding tax imposed upon "foreign persons" by Section 1445(a) of the Internal Revenue Code of 1954.

(g) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and permitted assigns.

(h) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Seller and Purchaser.

(i) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(j) If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.

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

12. Section 1031 Exchange. Seller reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the Purchaser. Purchaser agrees to execute any and all documents (subject to the reasonable approval of Purchaser's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Premises shall not be contingent upon or subject to the completion of such exchange. Seller agrees to indemnify and hold Purchaser free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from Seller's participation in such exchange.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date set forth below their respective signatures, to be effective as of the Contract Date.

SELLER:

**TOYE AIRPORT PARK, LLC
TOYE REALTY HOLDINGS, III, LLC**

By: _____
Name: Thomas A. Toye, Member of each

PURCHASER:

CITY OF PORTLAND

By: _____
Name:
Title:

EXHIBIT A

Cumberland County Assessor's reference as Map 208, Block A, Lots 5, 6 & 7 and Map 210A, Block A, Lot 2, and the property known as 0 Jetport Boulevard and currently identified by the Cumberland County Assessor's reference as Map 210A, Block A, Lot 6 all more particularly bounded and described as follows:

TOYE AIRPORT PARK, LLC PROPERTIES:

PARCEL ONE (Tax Map 208, Block A, Lot 6):

A certain lot or parcel of land with the buildings thereon, situated in Portland, on the westerly side of Westbrook Street, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a stake on the west side of said Westbrook Street North four and one-half degrees East (N 4 ½° E) eight hundred six (806) feet from Abner Gould's corner; thence North seventy-four and one-half degrees West (N 74 ½° W) along the line of land now or formerly of Nellie R. Johnson one hundred six and fifty-seven hundredths (106.57) feet to a point; thence from said point North four and one-half degrees East (N 4 ½° E) and parallel with said Westbrook Street eighty-six (86) feet to a point; thence from said last mentioned point in an easterly direction and at right angles to the last described bound one hundred (100) feet to a point on the westerly side of Westbrook Street; thence from said point on the Westerly side of Westbrook Street South four and one-half degrees West (S 4 ½° W) along the side of said Westbrook Street fifty (50) feet to the point of beginning.

TOGETHER with that property conveyed by the City of Portland to Toye Airport Park, LLC, dated November 16, 2001 and recorded in said Registry of Deeds in Book 16971, Page 193 described as Parcel 2 and further bounded and described as follows:

A certain lot or parcel of land on the westerly side of Westbrook Street, in the City of Portland, County of Cumberland, State of Maine, being shown as "Area to be Conveyed to Thomas Toye, III" on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc. dated 11-15-01 by Sebago Technics, Inc., said parcel being more particularly bounded and described as follows:

Beginning at a 5/8-inch capped iron rebar at the southeasterly corner of land now or

formerly of Thomas A. Toye, III by deed recorded at the Cumberland County Registry of Deeds in Book 10097, Page 17;

Thence S 08°-54'-54" E, by and along said Westbrook Street, a distance of 11.71 feet to a point;

Thence S 55°-13'-45" W, passing through land of the Grantor, a distance of 21.88 feet to a point;

Thence N 83°-28'-06" W, passing through land of the Grantor, a distance of 22.38 feet to a point on the southerly line of said land of Toye, said point being the easterly corner of "Area A to be Conveyed";

Thence N 60°-44'-36" E, by and along said Toye, a distance of 44.00 feet to the point of beginning.

Meaning and intending to describe a certain lot or parcel of land containing 403 square feet, more or less, and being shown as "Land to be Conveyed to Thomas Toye III" on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc., dated through 11-15-01 by Sebago Technics, Inc.

EXCEPTED from the above property is that property conveyed by Toye Airport Park, LLC to the City of Portland by Warranty Deed, dated November 16, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16971, Page 184 described as Parcel 1.

PARCEL TWO (Tax Map 208, Block A, Lot 7):

A certain lot or parcel of land, situated on the westerly side of Westbrook Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning on the westerly sideline of Westbrook Street at the northeasterly corner of land conveyed by Sarah D. Rich to Raymond L. Cousins, by deed dated August 28, 1922, and recorded in the Cumberland County Registry of Deeds in Book 1115, Page 5; thence northerly by the westerly sideline of Westbrook Street one hundred (100) feet to the southeasterly corner of land conveyed by Sarah D. Rich to Catherine M. Lindell, by deed dated September 28, 1929, and recorded in said Registry of Deeds in Book 1333, Page 260; thence westerly at right angles with Westbrook Street and by said Lindell land one hundred (100) feet to land conveyed by Sarah D. Rich to Isaac H. Fairweather; thence southerly parallel with Westbrook Street and by said Fairweather land one hundred (100) feet to the northwesterly corner of said Cousins land; thence easterly by said Cousins land and at right angles with Westbrook Street one

hundred (100) feet to the point of beginning, containing 10,000 square feet, or less.

PARCEL THREE (Tax Map 208, Block A, Lot 5):

A certain lot or parcel of land, with the buildings thereon, situated on the westerly side of Westbrook Street, in Portland, in the County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at a point on said westerly side of Westbrook Street, distant northerly one hundred (100) feet from the point of intersection of said westerly side of Westbrook Street with the northerly sideline of a certain lot or parcel of land conveyed to Raymond L. Cousins by deed dated August 28, 1922, and recorded in said Registry of Deeds in Book 1115, Page 5; thence running northerly along said westerly side of Westbrook Street a distance of one hundred fifty (150) feet to a point; thence running westerly and along a line at right angles to said westerly side of Westbrook Street a distance of one hundred (100) feet to a point; thence running southerly and along a line parallel to said westerly sideline of said street a distance of one hundred fifty (150) feet to a point; thence running easterly and on a line again at right angles to said westerly side of said street a distance of one hundred (100) feet to a point of beginning.

TOGETHER with that property conveyed by the City of Portland to Toye Airport Park, LLC, dated November 16, 2001 and recorded in said Registry of Deeds in Book 16971, Page 193 described as Parcel 1 and further bounded and described as follows:

A certain lot or parcel of land situated on the westerly side of, but not adjacent to, Westbrook Street, in the City of Portland, County of Cumberland, State of Maine, and being depicted as “Area to be Conveyed to Thomas Toye III” on a plan of land titled “Survey Plot Plan of Land to be Conveyed” for Dufresne-Henry, Inc., dated through November 15, 2001 by Sebago Technics, Inc. (the “Plan”), said parcel being more particularly bounded and described as follows:

Beginning at the northwesterly corner of land now or formerly of Toye Airport Park, LLC, by deed recorded in the Cumberland County Registry of Deeds in Book 15957, Page 160, at land of the Grantor;

Thence S 08°-54’-54” E, by and along said land of Toye Airport Park, LLC, a distance of 17.43 feet to a point;

Thence N 78°-54’-06” W, passing through land of the Grantor, a distance of 50.84 feet to a point in the southerly line of other land of Thomas A. Toye III recorded in said Registry of Deeds in Book 6290, Page 27;

Thence N 81°-02'-37" E, by and along said other lands of Toye, a distance of 47.77 feet to the point of beginning.

Meaning and intending to describe a certain triangular parcel of land containing 416 square feet, more or less, and depicted as "Area to be Conveyed to Thomas Toye III" on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc., dated through 11-15-01, by Sebago Technics, Inc.

PARCEL FOUR (Tax Map 210A, Block A, Lot 2):-

A certain lot or parcel of land, with the buildings thereon, situated in Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the westerly side of Westbrook Street, said point being distant northerly along said westerly side of said Westbrook Street 774.36 feet from the northerly terminus of the discontinuance of said Street by the County Commissioners as defined in Docket 1175 and dated January, 1957, on file in the office of said County Commissioners, Portland, Maine, said point being the northerly corner of land of the Norman Realty Holding Corporation; thence North eighty-two degrees forty-four minutes West (N 82° 44' W) by land of said Norman Realty Holding Corporation and at right angles to the said westerly sideline of said Westbrook Street a distance of 100.00 feet to a point; thence South seven degrees sixteen minutes West (S 7° 16' W) on a line parallel to and distant 100.00 feet westerly of the said westerly sideline of said Westbrook Street and at right angles to the last described course a distance of 100.00 feet to a point; thence North eighty-two degrees forty-four minutes West (N 82° 44' W) by land conveyed by Bertram J. Fairweather to the City of Portland by Warranty Deed dated August 30, 1967 and recorded in the Cumberland County Registry of Deeds in Book 3009, Page 666 and at right angles to the last-described course a distance of Four Hundred Seventy (470) Feet, more or less, to land as conveyed to John A. and Lorena A. Knight by deed dated May 26, 1955 and recorded in said Registry of Deeds in Book 2231, Page 116; thence North sixty-six degrees thirty-five and one-half minutes East (N 66° 35½' E) by land now or formerly of said Knight a distance of Five Hundred Twelve and One-Half (512½) Feet to a point; thence North eighty-one degrees fifty-two and one-half minutes East (N 81° 52½' E) by land of said Knight a distance of one hundred thirty-four (134) feet, more or less, to the westerly sideline of said Westbrook Street; thence South seven degrees sixteen minutes West (S 7° 16' W) by the westerly sideline of said Westbrook Street a distance of One Hundred Ninety-Seven (197) Feet, more or less, to said land of said Norman Realty Holding Corporation and the point of beginning, containing 1.78 acres, more or less.

Together with a right-of-way fifteen (15) feet in width lying to the west of a line distant 100.00 feet westerly and parallel to the said westerly sideline of said Westbrook Street and to extend Two Hundred Twenty-Five (225) Feet to the south from the most southerly boundary line of the parcel above described and conveyed to the Grantee, within which a septic tank effluent drain may be maintained, repaired and replaced so long as said drain may be needed to serve the premises herein described and conveyed to the Grantee.

Also the Grantor herein conveys and assigns to the Grantee any rights it may have as a result of the provision in the deed from Bertram J. Fairweather to the City of Portland, dated August 30, 1967 and recorded in said Registry of Deeds in Book 3009, Page 666, whereby the City of Portland agreed that should there be constructed within a period of not more than ten (10) years from the date of said deed, a public airport access road, crossing the land therein conveyed to the City to a point on Congress Street; said City will convey to the assigns of the Grantor a right-of-way twenty (20) feet in width extending from the land herein above conveyed to this Grantee in a location lying to the South of the division line between the land now or formerly of John A. and Lorena A. Knight and extending in a westerly direction by said division line to the easterly sideline of said future airport access road, it being understood and agreed that such a right-of-way when granted shall be for the purpose of travel only and for no other purpose and that no building, structure or other encumbrance of any nature shall be placed, erected or maintained therein.

The above-described premises together with the rights of way are all and the same as reserved and covenanted by said Fairweather and City of Portland in the aforesaid 1967 deed between said parties.

EXCEPTED from the above property is that property conveyed by Toye Airport Park, LLC to the City of Portland by Warranty Deed, dated November 16, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16971, Page 184 described as Parcel Two.

Meaning and intending to convey and hereby conveying the remaining premises as described in the Quitclaim Deed Without Covenant from Thomas A. Toye to Toye Airport Park, LLC, dated January 8, 2001 and recorded in said Registry of Deeds in Book 15957, Page 160 and the same premises as described in the Quitclaim Deed from the City of Portland to Toye Airport Park, LLC, dated November 16, 2001 and recorded in said Registry of Deeds in Book 16971, Page 193.

TOYE REALTY HOLDINGS III, LLC PROPERTY:

PARCEL FIVE (Tax Map 210A, Block A, Lot 6) – 0 Jetport Boulevard:

A certain lot or parcel of land situated on the southeasterly side of a strip of land now or formerly owned by the City of Portland, said strip running southwesterly from the westerly sideline of Westbrook Street, so called, in the City of Portland, County of Cumberland, State of Maine as shown on Standard Boundary Survey of Thomas A. Toye Property, Westbrook Street, Portland, Maine for Toye Realty Holdings LLC, dated November 27, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 22, being more particularly bounded and described as follows:

Beginning at a 5/8 inch capped iron rebar set on the northwesterly sideline of land now or formerly owned by the City of Portland by a deed dated August 30, 1967 and recorded in said Registry of Deeds in Book 3009, Page 666, said rebar being located N 50°-10'-25" E, a distance of 25.51 feet from a found 1¼ inch iron pipe found 12 inches high;

Thence N 38°-04'-35" W, by and along land now or formerly owned by the City of Portland by a deed dated February 4, 1991 and recorded in said Registry of Deeds in Book 9492, Page 231, a distance of 307.77 feet to a 5/8 inch capped iron rebar set on the southeasterly sideline of land now or formerly owned by the City of Portland by a deed recorded in said Registry of Deeds in Book 13434, Page 266;

Thence N 51°-55'-25" E, by and along said land of the City of Portland, a distance of 287.17 feet to a 5/8 inch capped iron rebar set at the northwesterly corner of land now or formerly owned by Portland Jetport Title Corp. by a deed dated June 10, 1991 and recorded in said Registry of Deeds in Book 9684, Page 257;

Thence S 38°-04'-35" E, by and along said land of Portland Jetport Title Corp., a distance of 299.0 feet to a 5/8 inch capped iron rebar set on the northwesterly sideline of land now or formerly owned by Thomas A. Toye III by a deed dated November 1, 1982 and recorded in said Registry of Deeds in Book 6290, Page 27;

Thence S 50°-10'-25" W, by and along said land of Thomas Toye and land of the City of Portland, a total distance of 287.30 feet to the point of beginning.

This property is subject to any easements of record.

EXCEPTED from the above property is that property conveyed by Toye Realty Holdings III, LLC to the City of Portland, dated November 16, 2001 and recorded in said Registry of Deeds in Book 16971, Page 190.

Meaning and intending to convey and hereby conveying the remaining property described in the Release Deed from Toye Realty Holdings, LLC to Toye Realty Holdings III, LLC, dated January 8, 2001 and recorded in said Registry of Deeds in Book 15976, Page 325.



**CUSHMAN &
WAKEFIELD**

APPRAISAL OF REAL PROPERTY

Park' N Jet
992, 1008, 1020, and 1024 Westbrook Street
Portland, Cumberland County, ME 04101

IN AN APPRAISAL REPORT

As of March 8, 2019

Prepared For:

Toye Airport Park, LLC
P.O. Box 6285
Cape Elizabeth, ME 04107

Prepared By:

Cushman & Wakefield of Massachusetts, Inc.
Valuation & Advisory
225 Franklin Street, Suite 300
Boston, MA 02110
Cushman & Wakefield File ID: 19-27001-900309-001



Park' N Jet
992, 1008, 1020, and 1024 Westbrook Street
Portland, Cumberland County, ME 04101



225 Franklin Street, Suite 300
Boston, MA 02110
Tel +1 (617) 330-6966
cushmanwakefield.com

August 14, 2019

Mr. Thomas Toye, III
President
Toye Airport Park, LLC
P.O. Box 6285
Cape Elizabeth, ME 04107

Re: Appraisal Report

Park' N Jet
992, 1008, 1020, and 1024 Westbrook Street
Portland, Cumberland County, ME 04101

Cushman & Wakefield File ID: 19-27001-900309-001

Dear Mr. Toye, III:

In fulfillment of our agreement as outlined in the Letter of Engagement copied in the Addenda, we are pleased to transmit our appraisal of the above referenced property in the following Appraisal Report.

The subject property is the Park' N Jet facility which is located along Westbrook Street, adjacent to the Portland Jetport. The improvements consist of a 4,032 square foot service garage building with fueling dispenser and a canopy. The parking capacity is reported to be 350 parking spaces within asphalt and gravel parking areas. The improvements are sited on four contiguous parcels of land that total 2.57 acres. The facility is owner operated.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP).

Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinion:

Value Conclusions			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Market Value As-Is	Fee Simple	March 8, 2019	\$4,200,000

Compiled by Cushman & Wakefield of Massachusetts, Inc.

**The value opinion includes \$135,000 of personal property.*

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

This appraisal does not employ any extraordinary assumptions.

Hypothetical Conditions

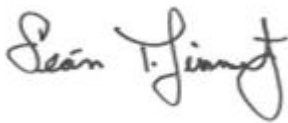
For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

CUSHMAN & WAKEFIELD OF MASSACHUSETTS, INC.



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Client Satisfaction Survey

WE WANT TO HEAR FROM YOU! VALUATION & ADVISORY



V&A National Quality Control Group values your feedback!

- What are we doing right?
- Are there areas where we could improve?
- Did our report meet your requirements?

As part of our quality monitoring campaign, your comments are critical to our efforts to continuously improve our service.

We'd appreciate your help in completing a short survey pertaining to this report and the level of service you received. Rest assured, any feedback will be treated with proper discretion and is not shared with executive management. If you prefer to limit who receives the survey response, the distribution can be altered at your request.

Simply click <https://www.surveymonkey.com/r/LQKCGLF?c=19-27001-900309-001> to respond or print out the survey in the Addenda to submit a hard copy.

Contact our Quality Control Committee with any questions or comments:

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Summary of Salient Facts and Conclusions

BASIC INFORMATION

Common Property Name:	Park' N Jet
Address:	992, 1008, 1020. and 1024 Westbrook Street Portland, Maine 04101
County:	Cumberland
Property Ownership Entity:	Toye Airport Park, LLC

SITE INFORMATION

Land Area:	111,752 SF	2.57 Acres
Site Shape:	Irregularly shaped	
Site Topography:	Level at street grade	
Frontage:	Good	
Site Utility:	Good	
Flood Zone Status:		
Flood Zone:	C	
Flood Map Number:	2300510012C	
Flood Map Date:	December 6, 1998	

BUILDING INFORMATION

Type of Property:	Parking facility-surface
Building Area:	
Gross Building Area:	4,032 SF
Number of Spaces:	350
Land-to-Building Ratio:	27.72:1
Number of Buildings:	One
Number of Stories:	One
Quality:	Average
Year Built:	1972
Year Renovated:	2013
Condition:	Average
Actual Age:	47 Years
Effective Age:	20 Years
Remaining Economic Life:	25 Years
Parking:	
Number of Parking Spaces:	350
Parking Type:	Surface

MUNICIPAL INFORMATION**Assessment Information:**

Assessing Authority:	City of Portland
Assessor's Parcel Identification:	208-A-005, -006, -007 & 210-A-002-001
Current Tax Year:	2018/2019
Taxable Assessment:	\$1,118,850
Current Tax Liability:	\$25,152
Taxes per Square Foot:	\$71.86
Are Taxes Current?	Taxes are current
Is a Grievance Underway?	Not to our knowledge
Subject's Assessment Is:	At market levels

Zoning Information:

Municipality Governing Zoning:	City of Portland
Current Zoning:	A-B Airport Business
Is Current Use Permitted?	Yes
Current Use Compliance:	Complying use
Zoning Change Pending:	No
Zoning Variance Applied For:	Not applicable

HIGHEST & BEST USE**As Though Vacant:**

A parking facility or other airport support use as supported by market demand

As Improved:

A parking and service facility as currently improved.

VALUATION INDICES		Market Value
VALUE DATE		As-Is
SALES COMPARISON APPROACH		March 8, 2019
Indicated Value:		\$4,450,000
Per Space:		\$12,714
INCOME CAPITALIZATION APPROACH		
Direct Capitalization		
Net Operating Income (Stabilized):		\$334,108
Capitalization Rate:		8.00%
Indicated Value:		\$4,176,350
Indicated Value Rounded:		\$4,200,000
Per Space:		\$12,000.00
FINAL VALUE CONCLUSION		
Real Property Interest:		Fee Simple
Concluded Value:		\$4,200,000
Per Space:		\$12,000
Implied Capitalization Rate:		7.95%
EXPOSURE AND MARKETING TIMES		
Exposure Time:		9 Months
Marketing Time:		9 Months

**The value opinion includes \$135,000 of personal property.*

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

This appraisal does not employ any extraordinary assumptions.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Property Photographs

AERIAL PHOTOGRAPH – BOUNDARIES ARE APPROXIMATE



FRONT EXTERIOR VIEW



REAR EXTERIOR VIEW



REAR EXTERIOR VIEW



OFFICE/CUSTOMER AREA



OFFICE CUSTOMER AREA



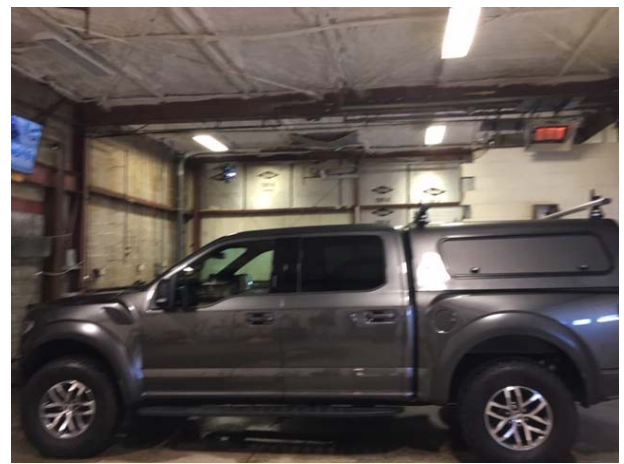
STAFF AREA



SERVICE AREA



SERVICE AREA



PARKING AREA



PARKING AREA



PARKING AREA



PARKING AREA



Scope of Work

Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report:

Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP).

Cushman & Wakefield of Massachusetts, Inc. has an internal Quality Control Oversight Program. This Program mandates a "second read" of all appraisals. Assignments prepared and signed solely by designated members (MAIs) are read by another MAI who is not participating in the assignment. Assignments prepared, in whole or in part, by non-designated appraisers require MAI participation, Quality Control Oversight, and signature. For this assignment, Quality Control Oversight was provided by Stefan Sargeant, MAI, MRICS.

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value. The exclusion of this approach to value does not reduce the credibility of the assignment results.

Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms “describe,” “summarize,” and “state” connote different levels of detail, with “describe” as the most comprehensive approach and “state” as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report:

- Describes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Describes the Scope of Work used to develop the appraisal
- Describes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Describes the rationale for the Highest and Best Use opinion

Identification of Property

Common Property Name:	Park' N Jet
Address:	992, 1008, 1020, and 1024 Westbrook Street, Portland, Cumberland County, ME 04101
Location:	The subject property is located along Westbrook Street in the Portland Jetport.
Assessor's Parcel Numbers:	208-A-005, -006, -007 & 210-A-002-001
Legal Description:	The legal description is recorded in the deeds in Book 16971, Pages 184 and 193 and Book 15957, Page 160 of the Cumberland County Registry of Deeds. Further reference is made to the survey provided by the client and presented in the report.

Property Ownership and Recent History

Current Ownership:	Toye Airport Park, LLC
Sale History:	To our knowledge, the property has not otherwise sold or transferred in the past three years.
Current Disposition:	To the best of our knowledge, the property is not under contract of sale nor is it being marketed for sale.

Dates of Inspection and Valuation

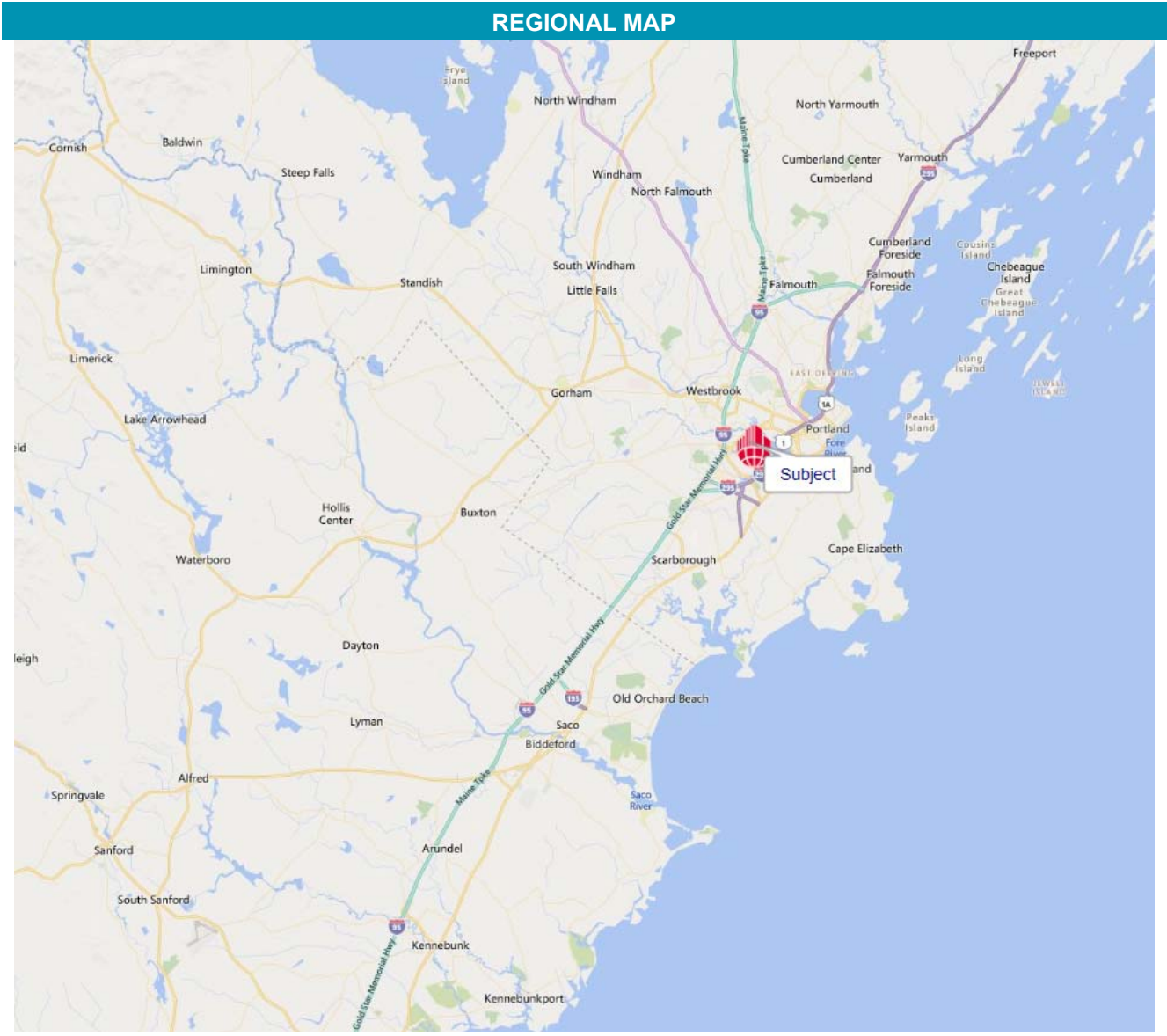
Effective Dates of Valuation:

As Is:	March 8, 2019
Date of Report:	August 14, 2019
Date of Inspection:	March 8, 2019
Property Inspected by:	Sean T. Finnerty did make a personal inspection of the subject property. Robert N. Skinner, MAI, MRICS did an exterior inspection only.

Client, Intended Use and Users of the Appraisal

Client:	Toye Airport Park, LLC
Intended Use:	This appraisal is intended to provide an opinion of the Market Value of the Fee Simple interest in the property for portfolio review and internal decision-making purposes. This report is not intended for any other use.
Intended User:	This appraisal report was prepared for the exclusive use of Toye Airport Park, LLC. The client may share the appraisal with the FAA for informational purposes only, without reliance and without liability to Cushman & Wakefield. Use of this report by others is not intended by the appraisers.

Regional Analysis



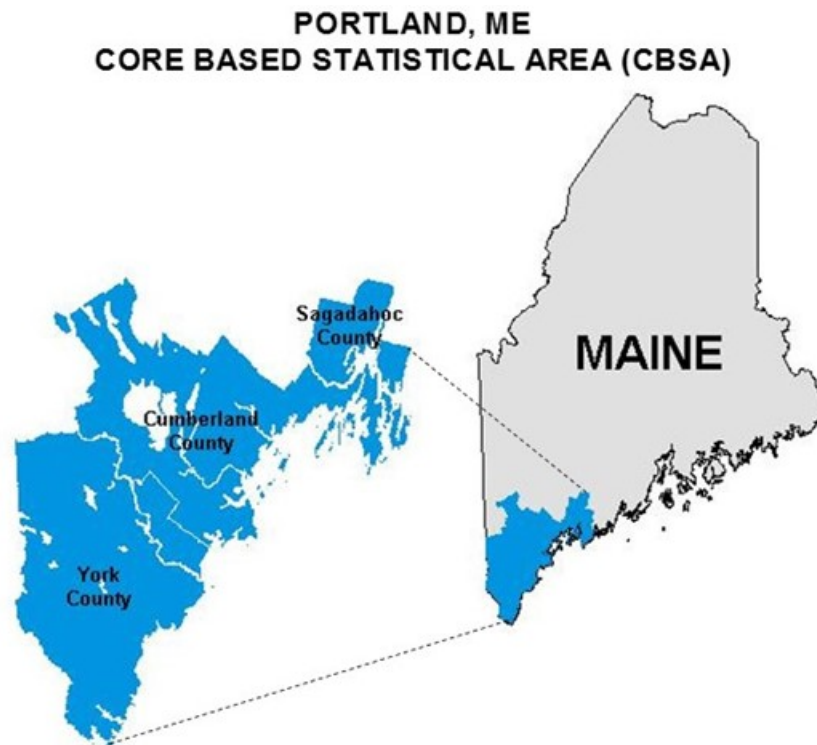
Southern Maine Regional Analysis

Introduction

The Southern Maine region, consisting of the Portland, Maine Core Based Statistical Area (CBSA), is located on the southern tip of the Maine-New Hampshire border, approximately 100 miles north of Boston. The Southern Maine region is comprised of three counties: York, Cumberland and Sagadahoc. Total land area in the region amounts to 2,196 square miles. Located in Cumberland County, the City of Portland is the state's largest city and holds a population of approximately 69,225 residents according to Experian Marketing Solutions. Stretching along the Atlantic coast, on the Gulf of Maine, the area's shoreline includes the notable tourism destinations of Kittery, Ogunquit, Kennebunkport, Portland and Freeport.

Map

The following map portrays the Portland CBSA within the state of Maine:



Source: Cushman & Wakefield Valuation & Advisory

Current Trends

In 2018, Southern Maine's regional economy has continued its expansion behind diverse industry growth, a tight labor market, strong income gains and positive in-migration. As the economic nucleus of State of Maine, the Portland area offers strong employment opportunities to the state's workers as well as a coastal destination for vacationers and retirees. The region has historically led the economic expansion of the state and has continued to do so in 2018, with unemployment rates at a record low. The rising wages of Southern Maine's employees have bolstered income levels, encouraged consumer spending, attracted in-migration by young professionals and strengthened household formation trends. High wages and relatively abundant employment opportunities, particularly in the construction, healthcare and service industries, have been vital to feeding accelerating population growth in recent years. The region's coastal position not only supports tourist and retiree demographics, but also serves one of the east coast's leading ports, which assists the cruise ship industry and the region's marine resources. The area's tourism and export industries are largely dependent on national economic conditions and consumer confidence and, in the past year, an increase in disposable income has supported regional spending and business growth. Through the near term, Southern Maine's regional economy is forecast to continue expanding but could struggle to sustain its current pace given potential labor shortages in a tightening market and significant barriers to entry including a lack of affordable housing and relatively high business costs.

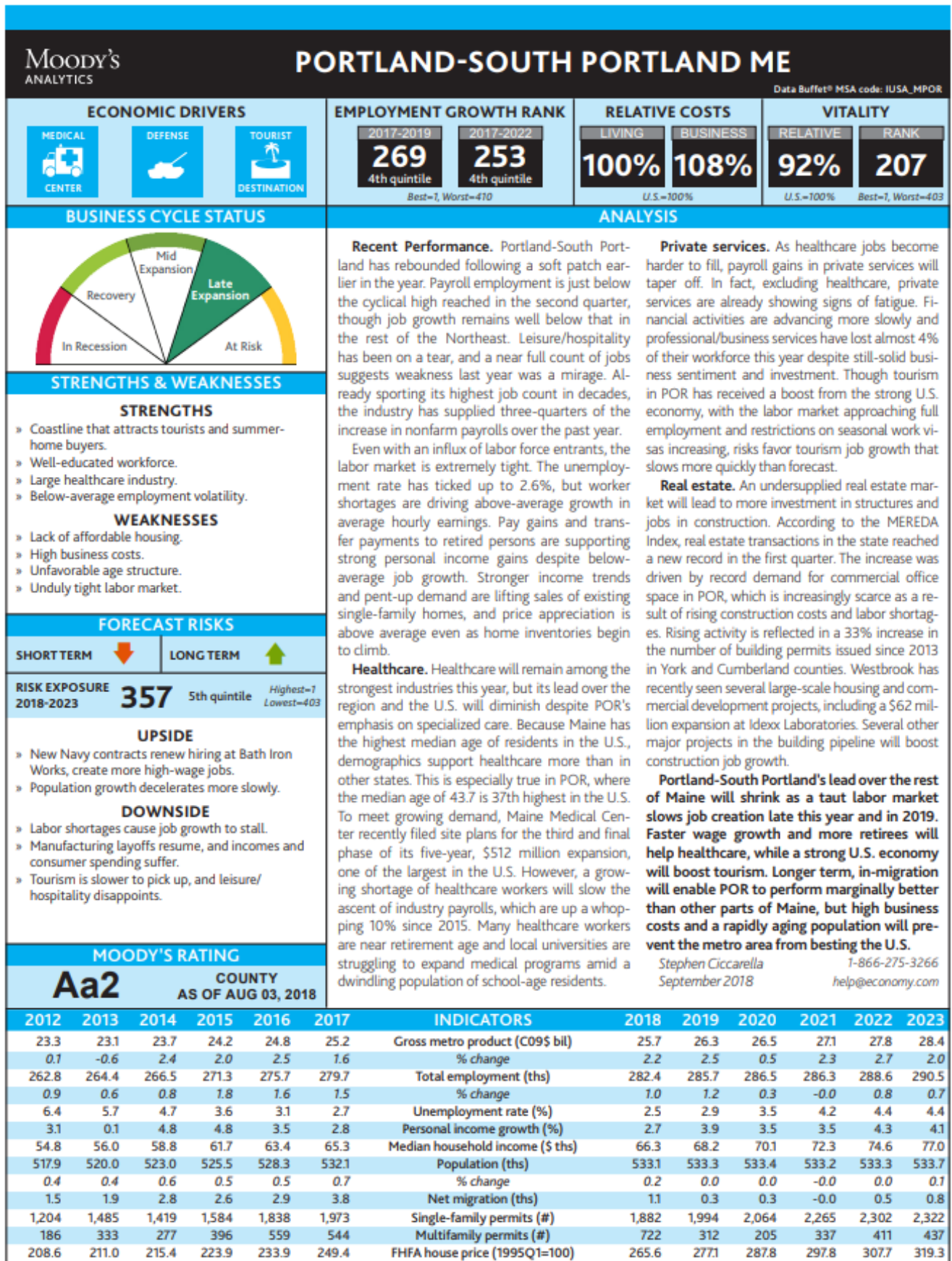
Further considerations are as follows:

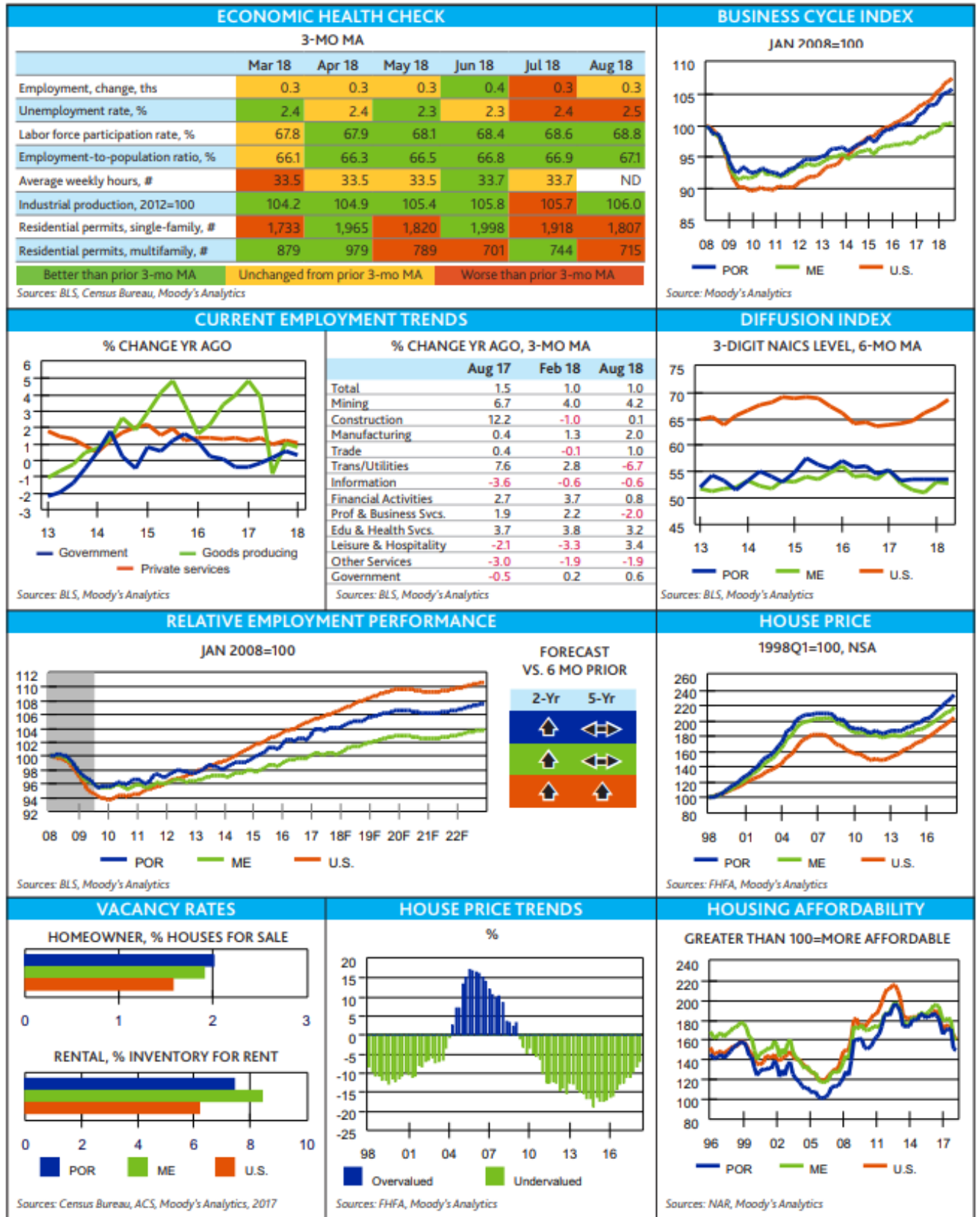
- The Port of Portland serves the largest tonnage of any New England Seaport and is a leading east coast port for marine and petroleum goods. In 2017, the Portland's trade with the world totaled \$17.7 billion in a 14.0 percent increase over the previous year. The Maine Department of Transportation reported that 17,515 container units traveled through the port in 2017, in a 13.0 percent increase over 2016's container totals, with the number expected to climb to 20,000 container units through the close of 2018. The state's largest export categories have historically been paper, fish and marine products, computer and electronic products and transportation equipment. The success of the port is due in large part to its largest cargo operator and foreign direct investor, Icelandic shipping company Eimskip. The International Marine Terminal expansion project doubled the size of the shipping-container terminal in 2015. The project added 12 acres, 5,000 feet of railroad track, and a new concrete loading pad to the port to reduce shipping costs and make Portland more internationally competitive. In early 2017, Eimskip announced its plans to add four more port calls to the Port of Portland this year with the goal of reaching weekly port calls by 2020.
- Maine's extensive coastline has established it as a cruise ship destination over the past decade, with the state's total number of ship visits expected to reach at least 335 in 2018. Portland, the state's second largest cruise ship destination behind Bar Harbor, is expected to see 119 ships call to its port in the 2018 season, bringing an estimated 172,184 passengers to the city. In a trend of rising income levels and payroll expansion, the rise of consumer confidence has provided travelers with disposable incomes to be invested back into Portland's economy and local businesses. The increase in travel to the Greater Portland area has been supported by consumer confidence and national economic conditions, including the favorable exchange rate with Canada.

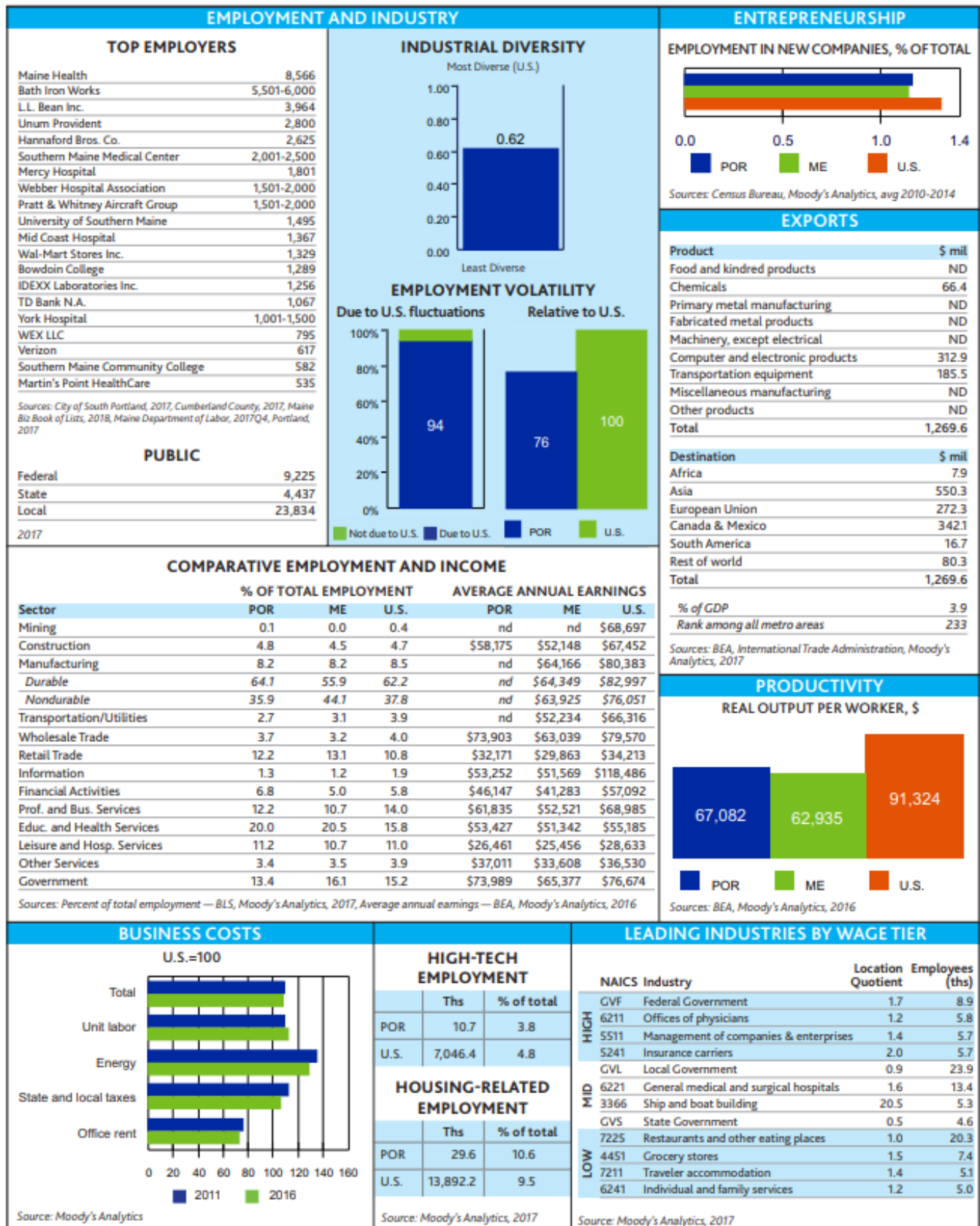
- Brunswick Landing, the business campus occupying the former Naval Air Station Brunswick campus, has exceeded all expectations of the Midcoast Regional Redevelopment Authority (MRA) into 2018. Brunswick Landing covers 3,200 acres of the former U.S. Naval Facility and is home to almost 2 million square feet of commercial and industrial space, as well as the Brunswick Executive Airport. In its first five years, the development had exceeded the MRA's projected job creation by more than 1,000 jobs, bringing a total of more than 1,700 new full-time positions to the area. Brunswick Landing is currently occupied by more than 110 companies, many of which are expanding their payrolls, including Wayfair, which opened its sales center in September 2016 and is home to 500 new employees. Brunswick Landing has supported the state's growing aviation hub as the home of Atol, One Aviation, Tempus Jets, Flight Level Aviation, MVP Aero, Brunswick Aviation Services and Maine Coastal Flight. In May 2018, developer Brunswick Landing Venture announced plans to build the site's first residential project with 40 condominium units. Brunswick Landing Venture is also responsible for the conversion of 147 rental units on the property.
- In December 2018, Maine Medical Center received final approval by the Portland Planning Board for the third and final phase of its \$525 million expansion, which will replace the 360,000 square-foot staff parking garage at the corner of Congress and Gilman streets with a six-story office building. The new facility is expected to reach completion in 2022, following the 2020 opening of the new staff parking garage. The new building will allow the hospital to reorganize its cardiovascular care services with new procedure rooms and 64 private patient rooms and to add 200 new employees to the campus. Maine Medical Center gained approval from the City of Portland to begin construction on Phase I of its expansion in March 2018, allowing it to break ground on two patient care floors with 64 new oncology patient rooms in the East Tower, relocate its helipad and add three levels to its visitor parking garage. Phase I of construction is expected to reach completion by late 2019. In July 2017, Maine Medical Center acquired one of the largest office buildings in Downtown Portland, the 134,000 square foot One Riverfront Plaza building. The new asset will be home to Maine Medical Center's information services and administrative teams, consolidating between 400 and 500 employees previously spread across eight office locations. The purchase of One Riverfront Plaza for \$10.75 million demonstrates Maine Medical's ever-growing presence in the region.
- The Maine Real Estate & Development Association measured the state's real estate activity with a 2018 MEREDA Index of 96.0. The U.S. Bureau of Economics cites real estate as the State of Maine's second largest GDP driver, behind healthcare, and the Index's year-over-year growth demonstrates expansion beyond pre-recession levels. The MEREDA Index is formed by a composite of the state's commercial, residential and construction components, which measured 101.5, 92.2 and 91.4, respectively. The state's commercial component, which measured 101.5, demonstrated a slight year-over-year drop in response to decreased transactional volume but trended above pre-recession levels, with an increase in commercial development expected to come online in the next six to twelve months and accelerate activity within the market. The residential component, at 92.2, recorded 5.2 percent growth from October 2016 through September 2017 as a result of increased permits for single and multi-family construction as well as healthy residential unit sales, with demand for housing in urban settings such as Downtown Portland rising. The construction component, which accounts for 10.0 percent of the composite index with a measure of 91.4, climbed 6.7 percent over the past six months in one of its best showings since 2010. Through the near term, the construction component will be challenged to sustain its growth rate in light of a relative lack of qualified tradespeople for subcontractors.

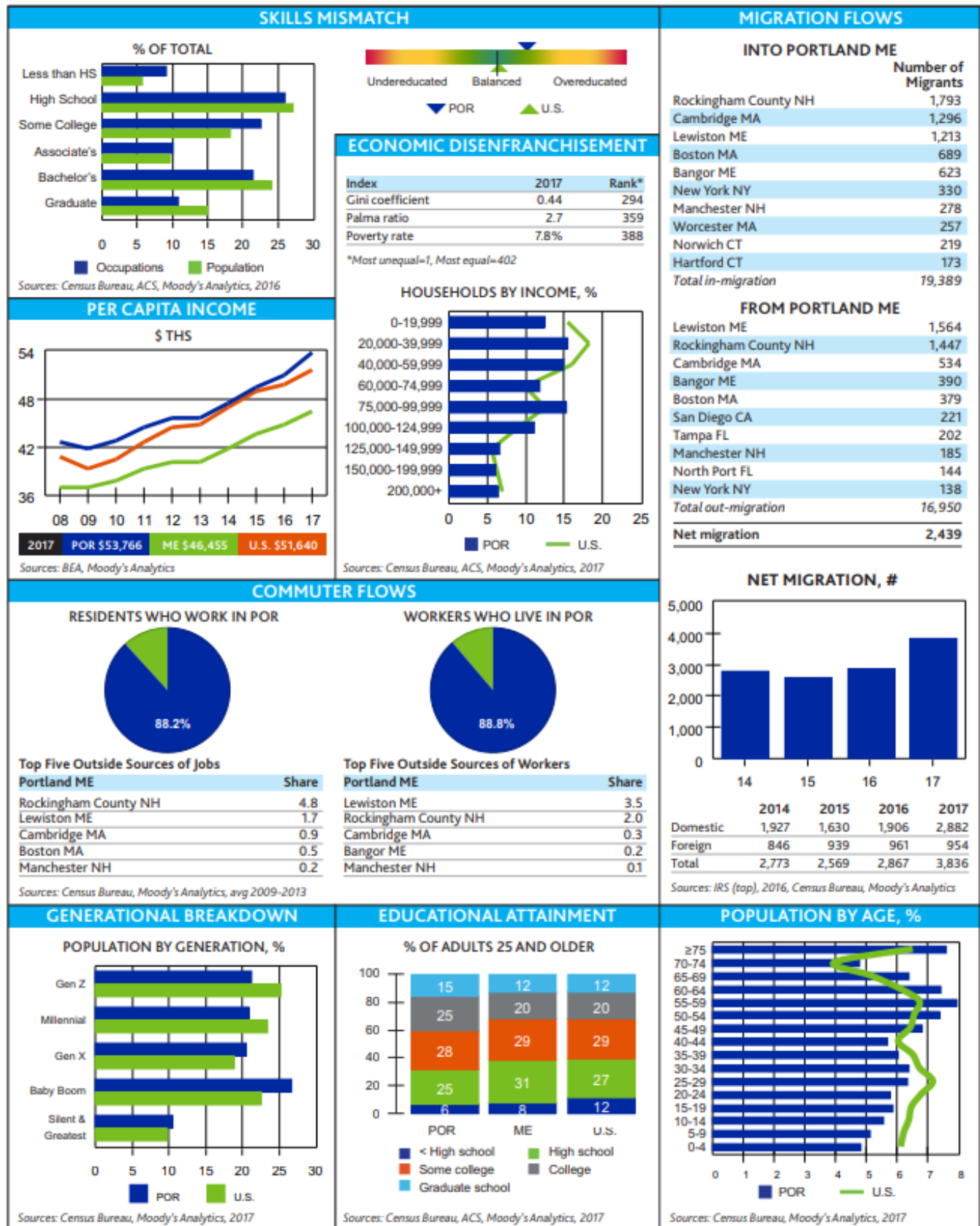
Economic Trends

The September 2018 Moody's Analytics Précis report for the Portland Region is as follows:



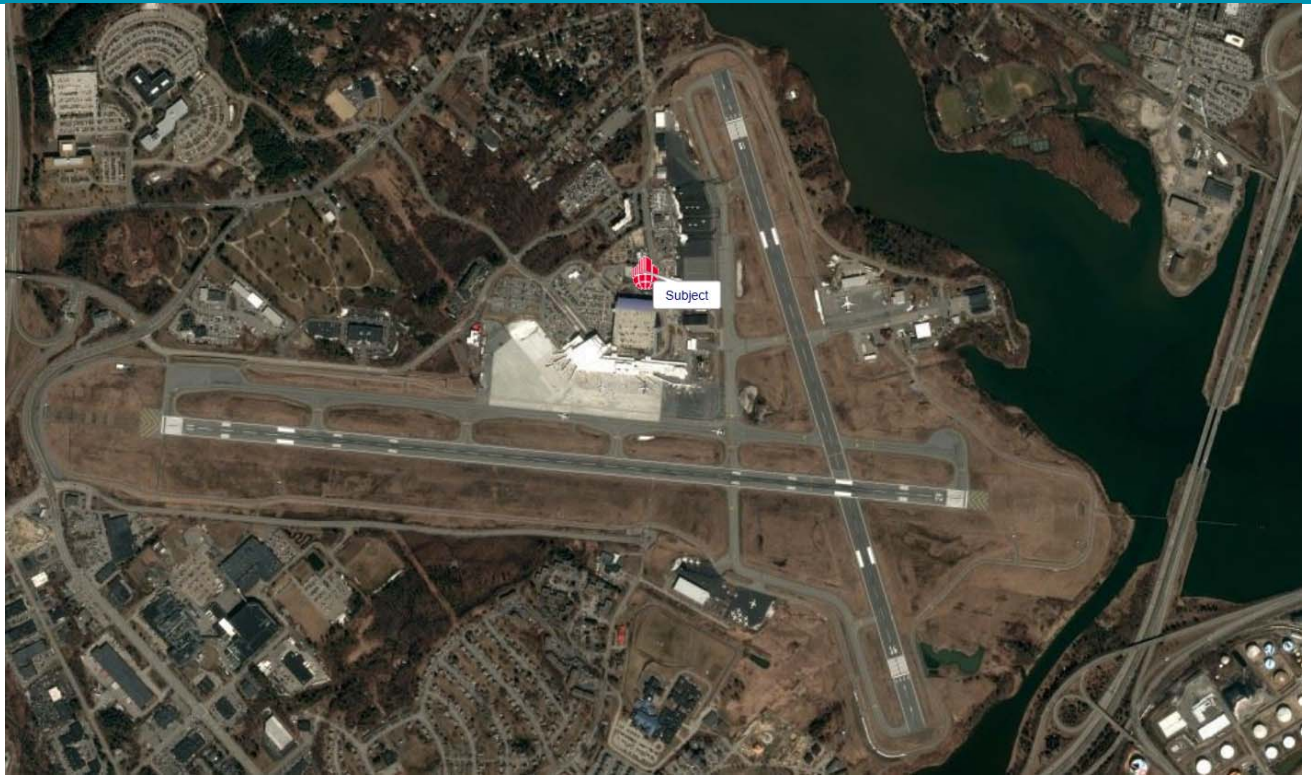






Local Area Analysis

LOCAL AREA MAP



The subject property is located along Westbrook Street adjacent to the Portland International Jetport. The subject is furthermore located near several interstates and the border of Portland and South Portland.

Access

Access is considered good given proximity to nearby major roadways, highways, and airport.

Local:	The subject property has direct frontage and access to the Portland International Jetport, situated near the intersection of Jetport Boulevard and Westbrook Street. Westbrook Street travels in a general southeast/northwesterly direction turning into Stroudwater Street beyond an overpass to the west of I-95. Near the subject, Congress Street is a four-lane surface street with center turning lane providing general west to east travel. Congress Street extends from its intersection with Spring street on the west and through the heart of downtown Portland to its intersection with Eastern Promenade at the Atlantic Ocean to the east. Maine Mall Road passes the Maine Mall on its west side and has an intersection with Interstate 95 approximately three miles southwest of the subject. Gorham Road is a primary east/west thoroughfare located to the south of the subject which passes along the north side of the Maine Mall, becoming known as Running Hill Road to the west of Interstate 95, and merging with Route 9/Western Avenue less than two miles southeast of the subject, just 0.4 miles before its interchange with Interstate 295. Western Avenue is a four-lane surface street with center turn-lane providing general northwest to southeast travel, becoming known as Johnson Road which is accessed less than a mile from the subject property by Jetport Boulevard. Jetport Boulevard is the primary access route to the airport via the subject. Westbrook Street, abutting the eastern vicinity of the property, extends from the Portland International Jetport, to Congress Street and Route 1 north of the subject.
Route 1	Route 1 travels the coast of Maine through several jurisdictions, but links South Portland with Scarborough, ME near the subject.
Interstate 95	The subject is located within proximity to Interstate 95 (I-95). I-95 travels north through Maine to Canada and south to all points along the eastern seaboard of the United States. Interstate 95 can be accessed via an interchange with Jetport Boulevard, less than ½ mile west of the subject.
Interstate 295	This interstate splits off from Interstate 95 approximately 5-miles southwest of the subject. I-295 travels east of I-95 through Portland and rejoins I-95 south of Augusta. I-295 provides access to the downtown core of Portland and numerous coastal communities.

Transportation

The subject property sits adjacent to the Portland International Jetport grounds, and roughly 0.4-miles or a short walk of the passenger terminal. The city of Portland is also served by Amtrak with five daily round trips to Boston and continuing service to Freeport, ME and Brunswick, ME via Amtrak's Downeaster trains.

Additionally, Portland is well served by regional bus services and the local municipal bus service known as METRO, with service to the subject neighborhood with nearby stops along Maine Mall Road. Many hotels in the area provide shuttle service to the airport.

Transportation linkages within Portland currently include ferry service to Nova Scotia, Canada. The ferry service lasts just 5.5 hours and includes entertainment on board, including restaurants, music, and activities. However, it appears service maybe discontinued as the ferry operator is looking to move to Bar Harbor, ME. A final decision on this proposal has not yet been made. Cruise ship business to Portland has also become very popular. These cruise ships provide “day trippers” to the downtown Portland area who spend money in local restaurants and retail establishments. The cruise ship and ferry terminal are about 5.1 miles from the subject site via Congress Street at the Maine State Pier.

Local Area Characteristics



The subject's local area is composed of various commercial uses including retail, office, industrial, limited residential, and hospitality uses that support the Jetport. Located roughly two miles southwest from the subject is the Maine Mall. The Maine Mall is the largest indoor mall in the state with over 155 stores and restaurants. The mall was constructed in 1971 and renovated in 1989 and 1994. The mall contains over 1.4 million square feet of space and is anchored by Macy's, Sears, Sports Authority, and Best Buy. The Maine Mall is the only super-regional mall within a 45-mile radius. Surrounding the mall are several big box retailers, restaurants, strip centers, stand-alone improvements, and hotels.

Within a roughly two-mile radius of the subject are several office buildings, industrial developments, recreation, an international airport, and a number of residential neighborhoods. The Fairchild Semi-Conductor plant as well as UNUM office buildings, are major employers in the area, and are both located near the subject and airport. Portland International Jetport sits just southwest of the subject.

The airport serves the greater Portland, MSA and handles carriers such as US Airways, AirTran, United Airlines, Northwest, Delta, Jet Blue, and Continental. The airport has grown considerably over the past 10 years.

Located less than two miles southwest of the subject by way of Western Avenue, is a cluster of commercial development including the multi-building facility owned and occupied by Texas Instruments. Texas Instruments occupies more than ±700,000 square feet of office, industrial, and manufacturing space where the company produces microchip wafers and employs more than 550. Approximately 2.5-miles to the northwest of the subject are the ±111,100 square foot office building and ±555,900 square foot manufacturing facility of IDEXX Corporation. In late 2013, IDEXX completed the expansion of their Westbrook, ME facility with the addition of the ±111,000 square foot administration building. The expansion allowed IDEXX to double its workforce from 800 to approximately 1,600. The IDEXX facility is located within the Five Star Industrial Park in Westbrook, ME; the park offers roughly 1.2 million square feet of space within 23 buildings. Other large-scale office and industrial uses include the three-building campus of the UNUM Group, (provider of disability insurance among other financial services). The three buildings total more than ±789,000 square feet and UNUM employees more than 2,800 at their Portland, ME campus located just 0.75-miles north of the subject.

Conclusion

The subject local market area benefits from its proximity and access to Portland International Jetport, the Maine Mall, downtown Portland, several employers, Interstate 95 and Interstate 295. Airport passenger counts are important to the subject given its proximity to the Jetport. Passenger activity since the last economic downturn is up considerably and future passenger growth is promising. The subject's demographics point to slight increases in population and household growth in relation to the county rates, which in turn should help the local area economy. Overall, the subject neighborhood represents good locational characteristics for area businesses, parking, and lodging operations.

National Parking Lot and Garage Industry Overview

Introduction

Data for the following analysis is mostly provided by the National Parking Association (NPA) and IBISWorld. Other sources include: The Bureau of Labor Statistics; CoStar Group; U.S. Department of Transportation (DOT); and the U.S. Energy Information Administration (EIA).

NPA is a leading trade association for the parking industry in North America representing the interest of public and private parking sector leaders and professionals. The 2013-2014 Parking in North America study (Parking Rate Study) by the National Parking Association is the most recent annual benchmarking report that surveys all segments, including trends in rates and revenue, within the parking industry

Industry Climate

The U.S. parking lot and garage industry, which includes approximately 8,000 establishments, had an annual revenue of \$9.6 billion in 2018, according to IBISWorld. The U.S. economy works in tandem with a national driving culture, and parking services have grown with the marketplace over the current expansion cycle. Overall increases in parking rates and improvements in travel figures have resulted in steady development for the sector's employment and sales activity.

Below are brief points on some of the variables that help determine the performance of the U.S. parking lot and garage industry:

- Work commuters comprise a large portion of daily drivers. Consequently, a rise in unemployment decreases the number of drivers who commute to work, adversely affecting demand for parking services. At year-end 2018, the national unemployment rate, at 3.9 percent, is among the lowest on record. Declining unemployment indicates that people are working; therefore, commuters will require parking-related services.
- According to the latest available data from the Federal Highway Administration (FHWA), the number of registered automobiles has gradually fallen since the high set in 2008. However, the FHWA also reports that the total miles travelled has posted year-over-year increases from 2011 through 2018. The increase in miles suggests the overall distance being covered by the average driver is longer. Drivers covering more distance generally have more of a need for the services offered by the parking lot and garage industry as commuters travelling outside of a small radius become less likely to use an alternative form of transportation, such as walking, biking or riding a motorcycle.
- High gas prices can lead to declines in vehicle usage, having a knock effect on the parking industry. However, when the price of crude oil decreases, there is usually an uptick in demand for parking services. Gas prices had generally fallen from 2012 through 2016, but over the last two years gas prices rose once more. Despite the increase since 2016, gas prices reported in 2018 remain below the previous five-year average, according to the EIA.
- The national parking lot and garage industry is thought to be in the mature phase of its life cycle. This is somewhat demonstrated from declines in revenue on an annual basis in 2016 and 2017, while total industry revenue in 2018 posted a minor 0.3 percent year-over-year increase.

The table below details key indicators of the U.S. automobile industry from 2008 through 2018:

U.S. Automobile Industry 2008 - 2018			
Year	Automobile Registration (Millions)	U.S. Vehicle Miles (Billions)	Gasoline - All Grades (Dollars per Gallon)
2018	n/a	3,224.9	\$2.81
2017	n/a	3,212.7	\$2.53
2016	111.5	3,174.4	\$2.25
2015	112.9	3,095.4	\$2.52
2014	113.9	3,025.7	\$3.44
2013	113.7	2,988.3	\$3.58
2012	111.3	2,968.6	\$3.68
2011	125.7	2,950.4	\$3.58
2010	130.9	2,967.3	\$2.84
2009	134.9	2,956.8	\$2.41
2008	137.1	2,973.5	\$3.23

Source: U.S. Department of Transportation Federal Highway Administration,
U.S. Energy Information Administration, and Cushman & Wakefield Valuation & Advisory

Economics of Parking

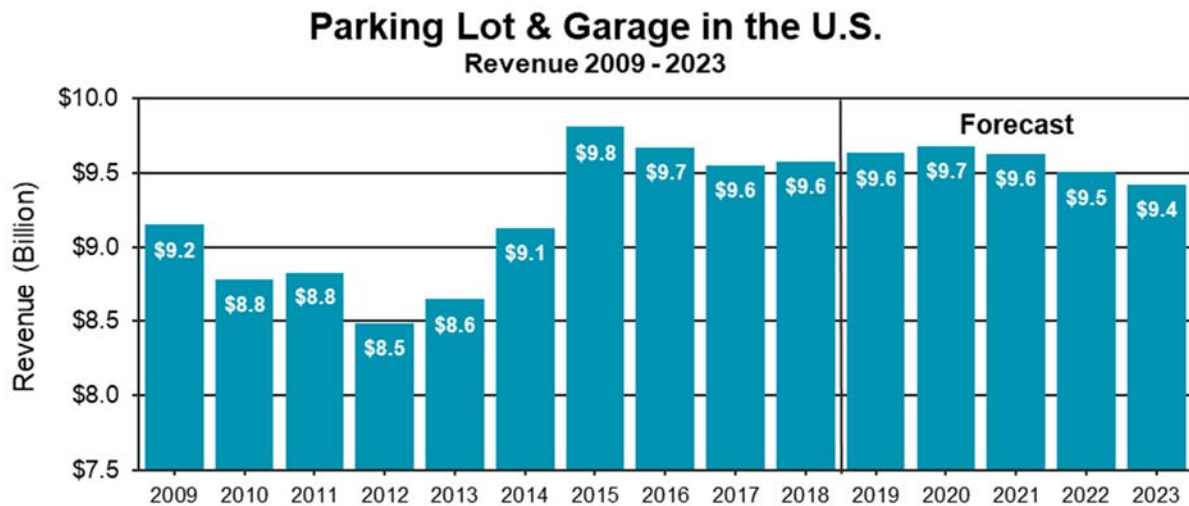
Revenue

As key industry indicators have improved over recent years, as has the need for parking services at airports, entertainment venues and central business districts. To maintain healthy profit margins, most industry players raised their service rates over the most recent five-year period. Companies have pushed to boost revenue in recent years to meet the expense of new services that are being offered, in addition to the increase in employment and wages. Going forward, the industry will continue to benefit from municipalities, hospitals and universities outsourcing their parking operations.

Further considerations are as follows:

- From 2014 through 2018, the industry has reported an average annual growth rate at 2.1 percent. Revenue for 2018, at \$9.6 billion, increased 0.3 percent over total industry revenue for 2017. This follows two years of annual revenue declines for the industry.
- Over the next five years, IBISWorld expects revenue for the parking lots and garages industry to decline at an annualized rate of 0.3 percent to \$9.4 billion in 2023. The projected decline in revenue over this period reflects the market's saturation, a sign of a mature industry.

The following chart illustrates the annual revenue of the parking lot and garage industry in the United States from 2009 through 2018. Forecasts for the years 2019 through 2023 have been included:



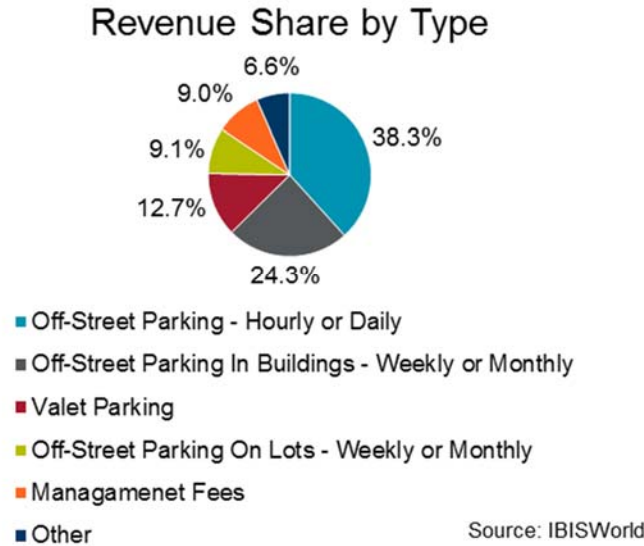
Source: IBISWorld

Services

The services provided by the parking lots and garages industry can be broken down into several categories. Following are the major areas in which the industry provides services:

- **Off-Street Parking** refers to any site that offers parking services for automobiles, motorcycles and bicycles that are not curbside; this includes parking lots, garages and driveways. According to IBISWorld, Off-Street Parking accounts for 71.7 percent of industry revenue. Hourly and daily Off-Street Parking is 38.3 percent per U.S. Census. Weekly or monthly Off-Street Parking services account for 24.3 percent of revenue.
- **Valet** services refer to attendants who parks and retrieves customers' automobiles for a fee. These services account for roughly 12.7 percent of total industry revenue. Valet services are prevalent in restaurants, hotels, hospitals and medical centers and are generally considered an auxiliary service. This segment has been on the rise over the past five years as operators seek to expand their service offerings.
- **Management Contracts** make up approximately 9.0 percent of total revenue. Under a management contract, industry operators do not own their own facilities but rather are paid a monthly base fee to manage and operate the facilities of their client. In addition to charging a monthly fee, operators may also receive an incentive fee for achieving performance objectives set by the client. Under this structure, wages, additional fees, taxes and other expenses are covered by the owner of the facility. The owner or facility is also responsible for maintenance and security. As a result, management contracts generally require the least amount of capital. Furthermore, management contracts tend to last one to three years, making them less risky than their leasing counterpart. With less risk, there are also lower returns. Under management contracts, profit and revenue are limited by fixed fees. This service segment has continued to make up a larger share of industry revenue over last the five years.
- **On-Street Parking** generates about 0.7 percent of industry revenue. Operators of this segment provide prepaid On-Street Parking spaces for automobiles, motorcycles and bicycles.

The chart below highlights the share of total parking revenue by type, according to IBISWorld:



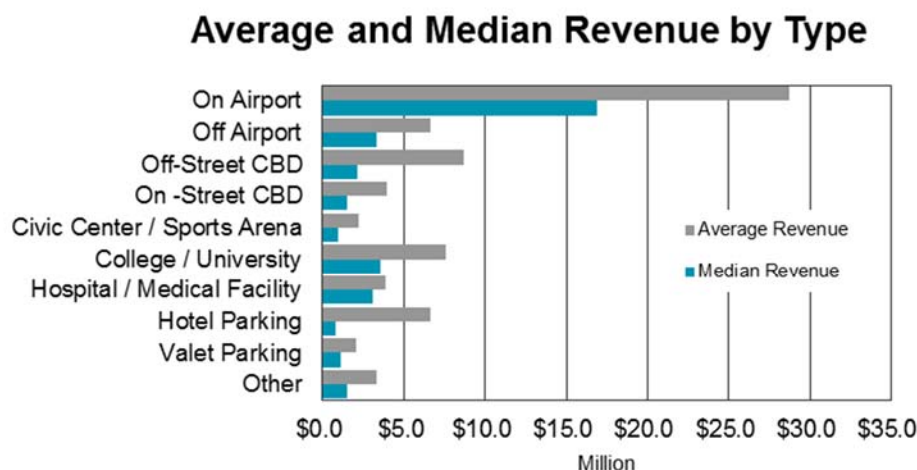
Demand for parking services is directly related to the transportation habits and demographic breakdown of the U.S. population. Increased travel by car or plane leads to rising demand for parking services while the use of automotive substitutes, such as public transportation or bicycles, decreases demand for parking.

Below are the industries that make the largest contributions to national parking revenue:

- **Air Travel**, parking at airports has traditionally been a reliable market for the industry. Moreover, since travelers typically park their vehicles for days at a time, industry operators offer various ancillary services such as valet, car washing and shuttle bus services. However, the rising prominence of ride-share services such as Uber and Lyft are increasingly drawing consumers away from airport parking facilities as fewer travelers choose to drive their own vehicles to the airport.
- **Off-Premise Airport Parking** is the third-largest market this industry serves. Parking services for Off-Premise Airport Parking include shuttle busses run by parking operators. The average annual revenue per facility was \$6.6 million according to the NPA. Demand for air travel has steadily grown over recent years, and consumers remain highly sensitive to price for airport parking. As a result, Off-Premise Airport Parking currently generates a larger share of revenue than it did in 2010, at the expense of On-Premise Airport Parking.
- **On-Premise Airport Parking** has a slightly smaller market than Off-Premise Airport Parking. On-Premise Airport Parking generates \$28.7 million annually per facility, more than any other facility in other markets. Annual revenue per space is also relatively high, at about \$2,625 according to the NPA. This market share of industry revenue remains below its pre-recessionary level despite recovering demand for air travel, because more consumers opt for Off-Premise Airport Parking.
- **College and Universities** have the highest number of spaces per facility with about 9,000 on average, according to the NPA. Structure parking makes up about 27.0 percent of the spaces in this market, surface parking makes up about 69.0 percent and metered spots account for 4.0 percent. Annual revenue per space is the lowest in this market, at about \$671 per space.

- **Hotel Parking** includes the industry's shuttle bus services as well as parking. Revenue per space is greater in this market than any other, at about \$3,275 annually according to the NPA. This market's current share of industry revenue has recovered to prerecession levels.
- **Hospital Parking** operations require the industry's valet services as well as parking, and revenue per space is about \$1,407. This market tends to avoid declines during economic downturns and has expanded over the past five years.

The following table provides the average and median revenue by parking type:



Source: National Parking Association 2013

Parking Rates

The National Parking Association analyzed rates at facilities across the U.S. Trends emerged when regions were compared with one another. The association compared the study's findings with their report in 2012, comparisons show that most sectors recorded parking rate increases.

Following are further comments regarding parking rates:

- The parking rates in the Northeast more than doubled that of any other region. The South did report the highest rates for monthly unreserved and reserved parking, however the Northeast had the top rates in all other categories. The West is by far the cheapest of all hourly rate regions, monthly rates were closer to all other regions (with the exception of the Northeast).
- Across the industry, parking rates vary between parking industry sectors. Notably, valets and hotels tended to display the highest mean averages for first hour rates compared to other parking segments (\$4.69 and \$4.33, respectively).
- The average monthly unreserved parking space rate reported by CBD Off-Street facilities was \$105, a 3-year decline from \$130 in 2010. Off-Street CBD facilities reported an average monthly rate for a reserved parking space of \$180, decreasing from the \$199 rate reported in 2011.
- On-Street parking in the CBD recorded a decrease in parking rates over 2011. Rate increases were common across the board in the previous study, as 46.0 percent of CBD On-Street parking respondents reported rate increases. However, these rates dropped from \$1.35 in 2011 to \$0.86 in 2012. NPA explains that the declines are due to a higher proportion of small market respondents.

- On Airport parking boasts highest 12-hour daily self-park rate at \$22.85. There were year-over-year increases for short term self-park and long-term self-park for On Airport rates. Off Airport daily self-park rate was \$10.19, remaining the same in 2012 as 2011, while max first hour rate for self-park increased over the same time period.

Parking rates by region and sector are featured in the tables below:

Mean Average Rates By Area				
	Northeast	South	Midwest	West
Per 1 hour	\$12.80	\$4.33	\$5.14	\$3.54
Per 2 hours	\$19.04	\$7.04	\$9.44	\$5.56
Per 3 hours	\$17.29	\$7.46	\$9.92	\$8.38
Per 12 hours	\$22.47	\$12.57	\$18.39	\$18.39
Per 24 hours	\$31.93	\$15.70	\$19.42	\$16.86
Per motorcycle	\$12.72	\$6.40	\$7.71	\$6.04
Per max	\$16.07	\$12.75	\$10.77	\$13.67
Per max to close	\$27.54	\$15.83	\$13.00	\$18.03
Per evening	\$12.42	\$6.87	\$6.25	\$6.02
Per over night	\$15.50	\$12.54	\$7.32	\$11.73
Per early bird	\$16.93	\$8.65	\$9.53	\$10.52
Per week	\$62.81	\$52.38	\$49.25	\$54.99
Per event	\$23.76	\$11.74	\$9.98	\$9.00
Per month	\$337.61	\$120.50	\$119.40	\$141.82
Per month (reserved)	\$388.75	\$438.32	\$122.58	\$171.69
Per month (unreserved)	\$488.30	\$622.32	\$160.49	\$195.73
Per valet	\$17.63	\$14.43	\$9.96	\$10.34

Source: Parkopedia and National Parking Association 2013

Mean Average Rates by Sector								
	CBD Off-Street	CBD On-Street	Hospital	Hotel	College/ University	On Airport Short-Term	Off Airport Short-Term	Valet
First Hour Rate (self-park) /Per Hour Rate	\$3.71	\$0.86	\$2.80	\$4.33	\$2.05	\$2.76	\$3.50	\$4.69
First Hour Rate (Valet)	n/a	n/a	\$7.35	\$9.06	n/a	\$11.22	n/a	\$9.03
12 Hour Daily Max (self-park)/Daily Weekday	\$11.24	n/a	\$7.22	\$16.53	\$8.53	\$22.85	\$10.19	\$14.90
12 Hour Daily Max (Valet)	n/a	n/a	\$11.80	\$24.56	n/a	\$19.49	n/a	\$18.42
Max 24 Hour Rate (Self Park)	\$13.09	n/a	n/a	\$21.92	n/a	\$22.47	n/a	\$5.51
Max 24 Hour Rate (Valet)	n/a	n/a	n/a	n/a	n/a	\$24.14	n/a	\$3.45

Source: Parkopedia and National Parking Association 2013

Operations and Management

According to the NPA, the preference of managing rather than owning parking garage facilities has continued to grow. Operators have sought to insulate themselves from volatile real estate cycles, and many sold their owned parking facilities and focused on leased and management operations. Part of the industry's early recovery attributed to the expansion of management contract operations. These types of operations are less capital intensive than property ownership or lease agreements, which makes them less risky.

Sectors that were somewhat resistant to the recession (e.g. hospitals, universities and municipalities) began to outsource their parking services to industry operators, mitigating industry declines in the earlier years and aiding in a speedy recovery afterward.

Further considerations on the management of parking facilities include:

- NPA reported that 55.0 percent of respondents stated that their facilities were managed as opposed to owner-operated. Although this was slightly lower than the 59.0 managed vs. owned in 2011, the decline can be attributed to the higher amount of respondents that own smaller facilities which tend to be managed by the owner.
- A correlation between number of spaces and revenue generated was apparent within survey responses, according to the NPA study. In general, the greater the number of spaces managed, the greater the revenue generated.
- According to IBISWorld, the number of industry operators has grown at an annualized rate of 2.2 percent from 2014 through 2018. Over the same period the number of establishments has grown at a higher annualized rate of 2.6 percent. This difference is attributable to an increase in the number of non-employers in the industry.

Employment

The parking lot and garage industry has experienced an increase of establishments, wages and employment over recent years. Despite the rise in employment wages within the industry during this time, profitability has increased, according to IBISWorld. On average, industry operators' foray into value-added ancillary services has contributed to average industry profit of 9.8 percent in 2018, up from 6.4 percent in 2013. Profitability has especially increased for larger operators that can more easily continue automating facilities. Despite the possibility of further automation, employment is expected to continue to alongside industry growth as labor is required to oversee garages and lots, perform maintenance and provide valet and shuttle bus services.

Below are points relating to the industry's employment:

- Employment has grown at an annualized rate of 2.5 percent from 2014 through 2017, according to the Bureau of Labor Statistics. This growth is 1.1 percentage point below the growth of industry establishments over the same period. In second quarter 2018, establishments grew 2.9 percent since year-end 2017, while employment grew 1.9 percent.
- The increase of non-employing operators in the industry, and the rising use of automation technology, including automated pay stations and entry systems, has and will continue to partially constrain employment growth.
- Average annual wages have grown at an annualized rate of 3.9 percent from 2014 through 2017, according to the Bureau of Labor Statistics. Ahead of the 2.3 percent annual wage growth rate for all occupations over the same period.

The following table details employment and wage information for the parking lot and garage industry as reported by the Bureau of Labor Statistics:

Parking Lot and Garage Employment			
	Establishments	Employees	Average Annual Wage
2018 Q2	7,938	143,507	n/a
2017	7,712	140,794	\$24,338
2016	7,574	139,263	\$23,137
2015	7,250	135,640	\$22,467
2014	6,938	130,940	\$21,683

Source: Bureau of Labor Statistics

Investment Market

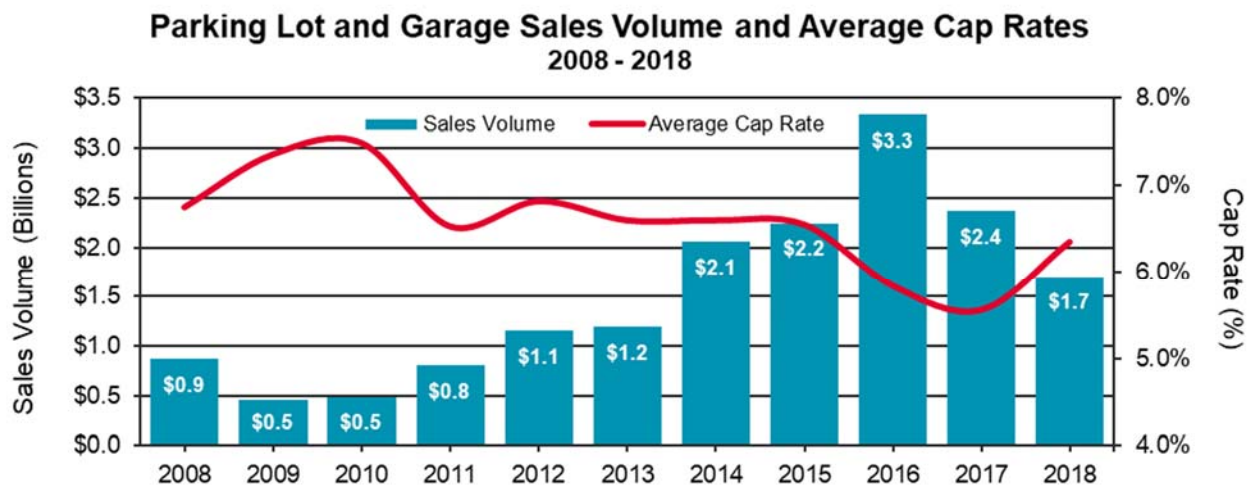
The matters and timeline to acquire a parking lot or garage can depend on the nature of the property. A municipal asset is subject to the public bidding process, in which legal and tax issues and municipal politics can complicate transactions. Whereas private transactions are more accessible and easier to structure. Typically, private transactions can be consummated in a much shorter time frame and usually with less burdensome contract terms and conditions.

Sales activity in the national parking lot and garage industry increased on an annual basis from 2010 through 2016. This correlates with escalations in revenue since 2012. However, 2018 sales activity, at \$1.7 billion, marked the second year over annual declines, based on preliminary data.

Following are notes regarding parking lot and garage sales activity:

- According to CoStar, 426 parking lots and garages transferred for roughly \$1.7 billion, in 2018. Sales activity for the parking lot and garage property type in the U.S. peaked in 2016 when 549 facilities traded for approximately \$3.3 billion.
- The average price per square foot, at \$259.4 in 2018, the highest level since CoStar began to track market data.
- The average cap rate for parking lots and garages had held at a range between 6.5 to 6.6 percent from 2011 through 2015 before dropping to below 6.0 percent in 2016 and 2017. The average cap rate rose to 6.4 percent for 2018.

The sales volume and average cap rates for the parking lot and garage industry from 2008 through 2018 are detailed below:



Source: CoStar Group, Inc.

Major Companies

The parking lot and garage industry has a low level of market share concentration, with the top four companies accounting for an estimated 42.1 percent of industry revenue. The remaining share of the market is mainly composed of small operators that cater to local demand, the majority of which have fewer than 10 employees.

Notable points regarding national parking lot and garage ownership follow:

- According to NPA, the top 50 U.S. companies generate about 65.0 percent of revenue. About 90.0 percent of companies operate a single facility.
- Indigo has a 50.0 percent interest in Laz Parking, which is headquartered in Hartford, CT, and operates 973,000 parking spaces in 31 states while employing 11,400 workers. The financial backing of Indigo allowed Laz Parking to acquire Alpha Park in 2017, following other acquisitions in recent years. Over the last five years, Laz Parking has increased its revenue by 5.2 percent on an annual basis.
- Standard Parking Corporation absorbed Central Parking Corporation, formerly the industry's largest operator, in 2012. The merger forced the company to divest various businesses in order to consolidate, therefore Standard Parking Corporation decreased its market share despite other acquisitions and mergers. The company's 2018 revenue represents 1.1 percent annualized growth over the last five years.
- In the midst of large-scale consolidation, small non-employing operators have entered the industry at a faster rate than those that have withdrawn from it. The desire for more compacted locations will result in the continued consolidation of major companies. Major players are expected to engage in mergers with other large operators as they continue to purchase smaller independent lots that are located in areas with high growth potential.

The largest owners of parking garages in the U.S. are detailed below:

Parking Lot and Garage Industry			
Top Competitors			
Company	# of U.S. Centers	Revenue (in millions)	Market Share
Indigo (Laz Parking)	n/a	\$1,464.4	15.3%
Standard Parking Corporation	n/a	\$1,448.6	15.1%
ABM Industries Inc.	1,800	\$838.9	8.8%
ACE Parking Management Inc.	450	\$277.8	2.9%

Source: IBISWorld

Trends and Challenges

The parking lot and garage industry is in the mature phase of its current cycle and the ever-increasing amount of parking establishments has led to an abundance of competition. Added to this is the changing landscape for the market, as a growing number of consumers opt for alternative modes of transportation and even moving away from car ownership all together. Going forward, an increasingly competitive market and a growing preference away from driving could lead to slower demand for parking services.

Featured below are trends as well as forthcoming challenges for the parking lot and garage industry:

- Operators are have implemented smarter technology into their services. New features, such as pre-booked spaces, cashless transactions and enhanced vehicles security, will streamline management operations and provide convenience to customers.
- Standard Parking Corporation, the industry's largest company, provides their service offerings at parking centers to include emergency repair, traffic report updates and audiobooks for monthly parkers. Laz Parking have attempted to make its facilities more environmentally friendly by providing recycling facilities and electric vehicle charging stations. In doing so, the company appeals to growing eco-consciousness among consumers. Moreover, companies are increasingly providing ancillary services under contracts with cities, such as shuttle buses and valet parking.
- Perhaps the most prominent test for the industry is the mobility shifts that have been widely adopted over recent years. Ridesharing (car-sharing and driver-led services) is estimated to record \$15.6 billion in revenue in 2018 and grow to \$26.3 billion by 2023. Nonetheless, ridesharing does not seem to have reduced the appetite for car ownership. Goldman Sachs forecasts annual sales of private cars will increase an estimated 7.9 percent by 2030 from 2016 levels and 91.0 percent of ridesharing users have not made any change regarding car ownership, at least not yet, according to Cushman & Wakefield's 2019 Mobility Shifts in Commercial Real Estate report. But, such services are thought to dampen the appetite for individuals to own a car, this is especially the case for those living in urban districts. There is an increasing amount of the working population that desire for more livable and walkable communities. Individuals within these communities often opt away from the expense of vehicle ownership and ultimately reduce the pool of adults needing automobile services.
- Ridesharing apps have much higher usage among millennials compared to older generational cohorts, and vehicle ownership is declining in this group. The largest group of car buyers is between 35 and 54 years old. As young people age into these car-buying segments, in the cities where ridesharing is low-cost and a widespread reality, there is a real possibility that they will buy fewer cars.

- An important addition to the market is micro-mobility options—i.e., e-scooters and bikes—which have seen their adoption grow dramatically due to infrastructure investment and vehicle sharing. Consumers in urban areas are increasingly opting for cheaper alternatives to driving and parking as 46.0 percent of car trips within this segment of consumers are less than three miles.
- The production of self-driving vehicles is forecast to escalate over the next two years, with Forbes projecting there to be 10 million self-driving cars by 2020. Estimates of the amount of parking freed up by driverless vehicles vary significantly: from 34.0 percent (61 billion square feet) of current parking inventory by 2040 – 2050, up to 90.0 percent of current parking inventory in 15 years. Whatever the ultimate tally, there is no doubt that a large proportion of the approximately 6,500 square miles of parking in the U.S. will be affected. As the industry evolves towards true self-driving capability, it is expected that there will be a dramatic reduction in parking. Some parking will still be needed for automated fleets but at vastly reduced space usage due to robotic parking.
- Increasing parking rates across all industry segments may push consumers to explore alternative transportation. A recent survey on ridesharing conducted by the University of California/Davis reveals that parking is the primary reason why people rideshare (cited by 37.0 percent of survey respondents). Unsurprisingly, the cities where ridesharing is most prevalent are also those with the costliest parking. Some hotels and airports are already reporting an increase in ride-hailing as an alternative to parking at their facilities.
- Efforts by federal and state governments to reduce traffic through carpooling, local transit and bicycle-use, may reduce the number of cars on the road and, therefore, demand for parking services.
- Gas prices per gallon have grown over the last two years, and continued growth would negatively impact the industry and related services.

Summary

Based on key industry indicators, the demand for parking services is not expected to decline significantly any time soon. The sector, like most others, will face challenges, however demographic and economic trends point to a stable industry over the coming years.

Detailed below are final thoughts regarding the state of the national parking lot and garage market:

- Market conditions vary depending on region, service and the type of parking facility. Off-Street Parking is still the main source of revenue for the industry. The most expensive parking rates are at hotels and airports, and the Northeast region has the highest rates in almost all categories.
- Demographic trends have boosted industry growth. The U.S. population continues to rise, resulting in higher demand for automobiles and automotive services.
- The industry has developed alongside the expanding national economy. Economic improvements have furthered marketplace opportunities and generated a higher rate of disposable income. As a consequence, more individuals have had the ability to purchase vehicles which has led to a higher pool of customers for the industry.
- Growth within the industry can be represented by the rise of establishments, employment and wages, all of which have improved in recent years. Labor and wage expenses could be at risk in the future, as operators turn to technological advancements, such as automating entry, payment and exit systems.

- New forms of transportation and increasing competition could limit parking rate growth as demand for parking services is stretched. Revenue for the industry is projected to grow through 2020 and begin to decline through 2023, however industry revenue will remain above the previous ten-year average during this period.
- Going forward, the parking lot and garage industry is expected to remain stable. The healthy rate of construction activity for new commercial and residential developments will further the need for parking services and offset any losses experienced in the near- to medium-term.

PWM Parking Market Overview

Overview

Our market overview forms a basis for assessing market area boundaries, supply and demand factors, and indications of financial feasibility. To identify current market trends for airport parking facilities at Portland International Jetport (referred to in this report by its FAA code, PWM as they relate to the subject property, we surveyed the competing airport parking facilities in the immediate area to quantify market supply.

Typically, an off-site airport parking facility is simply a lighted and paved lot surrounded by perimeter fencing, with shuttle buses used to transport customers between their cars and the airport terminals. Proximity to the airport is a critical consideration for the viability of these operations. In addition to location, superior service and security differentiate the quality of off-site airport parking facilities. Companies that successfully combine these elements may command higher daily parking rates and maintain higher occupancy levels due to repeat customers.

Off-site parking lots are becoming more popular as airports reduce the number of on-site parking spaces for security reasons. Privately operated off-site parking facilities are often less expensive than lots managed by airports, and online discounts can make off-site facilities even cheaper.

On-site airport parking has long had an advantage over off-site airport parking due to the extra time required to shuttle to and from the airport. However, as airports have gotten larger, many airport-operated long-term lots are also now a shuttle ride away from the terminals. Also, at busier airports, the long-term lot is more frequently full, and a traveler could spend extra time searching for a parking space before retreating to an off-site lot, further nullifying any advantage an on-site lot may have over an off-site lot. The changing market conditions have allowed off-site lots to become progressively more competitive with the on-site lots.

Portland International Airport

The Portland International Jetport or commonly referred to as the Jetport is located in the southeastern portion of Cumberland County, approximately three miles from downtown Portland. The airport is situated on 769 acres of property within both Portland and South Portland. The primary runway and the southern half of the crosswind runway are located in South Portland. The north half of the crosswind runway and the majority of the existing landside facilities are located in Portland. The airport property protecting the west approach to the primary runway abuts the West- brook corporate limits. The airport's elevation is 75.7 feet above mean sea level (MSL).

Demand for off-site airport parking facilities is directly linked to the airport they serve. As can be gleaned from the following statistics, the total number of passengers has continued to increase over 5.07 percent annually on average over the last five years. The table below summarizes historical passenger counts since 2004.

YEAR	TOTAL PASSENGERS	% Change
2004	1,365,078	
2005	1,455,925	6.66%
2006	1,410,484	-3.12%
2007	1,650,581	17.02%
2008	1,762,925	6.81%
2009	1,736,941	-1.47%
2010	1,707,426	-1.70%
2011	1,674,814	-1.91%
2012	1,671,826	-0.18%
2013	1,675,978	0.25%
2014	1,667,734	-0.49%
2015	1,728,746	3.66%
2016	1,785,649	3.29%
2017	1,862,213	4.29%
2018	2,134,430	14.62%

The largest reason for the increase in passenger volume was due to the addition of JetBlue and Southwest Airlines. In 2017, a new high was achieved, and airport management noted that new flights to Charlotte, NC, Washington D.C., New York, NY, and Sarasota, FL allowed passenger volume to increase. Year-to-date through February 2019, passenger growth was up 14.56 percent compared to the same period in 2018. Growth in passenger activity has a direct positive impact on parking demand.

Drivers can choose from the on-airport parking garage, short-term lot, long-term lot and one off-site near the airport.



This excludes the subject property which is independently owned. In addition to the existing supply of parking options we have also reviewed and proposed changes to the supply. We are unaware of any off-airport lots that are proposed. Furthermore, the 2016 master planned did not propose parking in the initial ten-year plan but did in the 20-year forecast. Nonetheless parking demand remains as on airport lots including the subject continually reach max capacity during the peak months and busier times.

Conclusion

The subject is located adjacent to the Jetport and therefore has the same competitive advantage as the on-airport facilities provided by the Jetport. Demand for spaces is driven by passenger counts, which as previously summarized have been continuously increasing over the past five years. There has not been any new supply in stalls on-airport and off-airport has not changed significantly over the recent past. The near-term outlook for the neighborhood is stable and for the subject is modest growth based on increased passenger counts.

Property Analysis

Site Description

GENERAL

Location: 992, 1008, 1020, and 1024 Westbrook Street
 Portland, Cumberland County, Maine 04101
 The subject property is located along Westbrook Street in the Portland Jetport.

Shape: Irregularly shaped

Topography: Level at street grade

Land Area: 2.57 acres / 111,752 gross square feet

MULTIPLE PARCELS SUMMARY TABLE

Address	APN	Land Area (Ac)	Land Area (SF)
992 Westbrook Street	208-A-006-001	0.15	6,407
1008 Westbrook Street	208-A-007-001	0.23	10,000
1020 Westbrook Street	208-A-005-001	0.34	15,000
1024 Westbrook Street	210A-A-002-001	1.84	80,345
Total:		2.57	111,752

Access, Visibility and Frontage: The subject property has good access and good visibility. The frontage is rated as good.
 The frontage dimensions are listed below:
 Westbrook Street: 504 feet

Utilities: All public utilities are available and deemed adequate. Utility providers for the subject property are as follows:

Water	City of Portland
Sewer	City of Portland
Electricity	CMP
Gas	Unitil
Telephone	Various

Site Improvements: Site improvements include asphalt paved and gravel parking areas, curbing, signage, landscaping, yard lighting and drainage. The subject also has a canopy covering the fuel area.

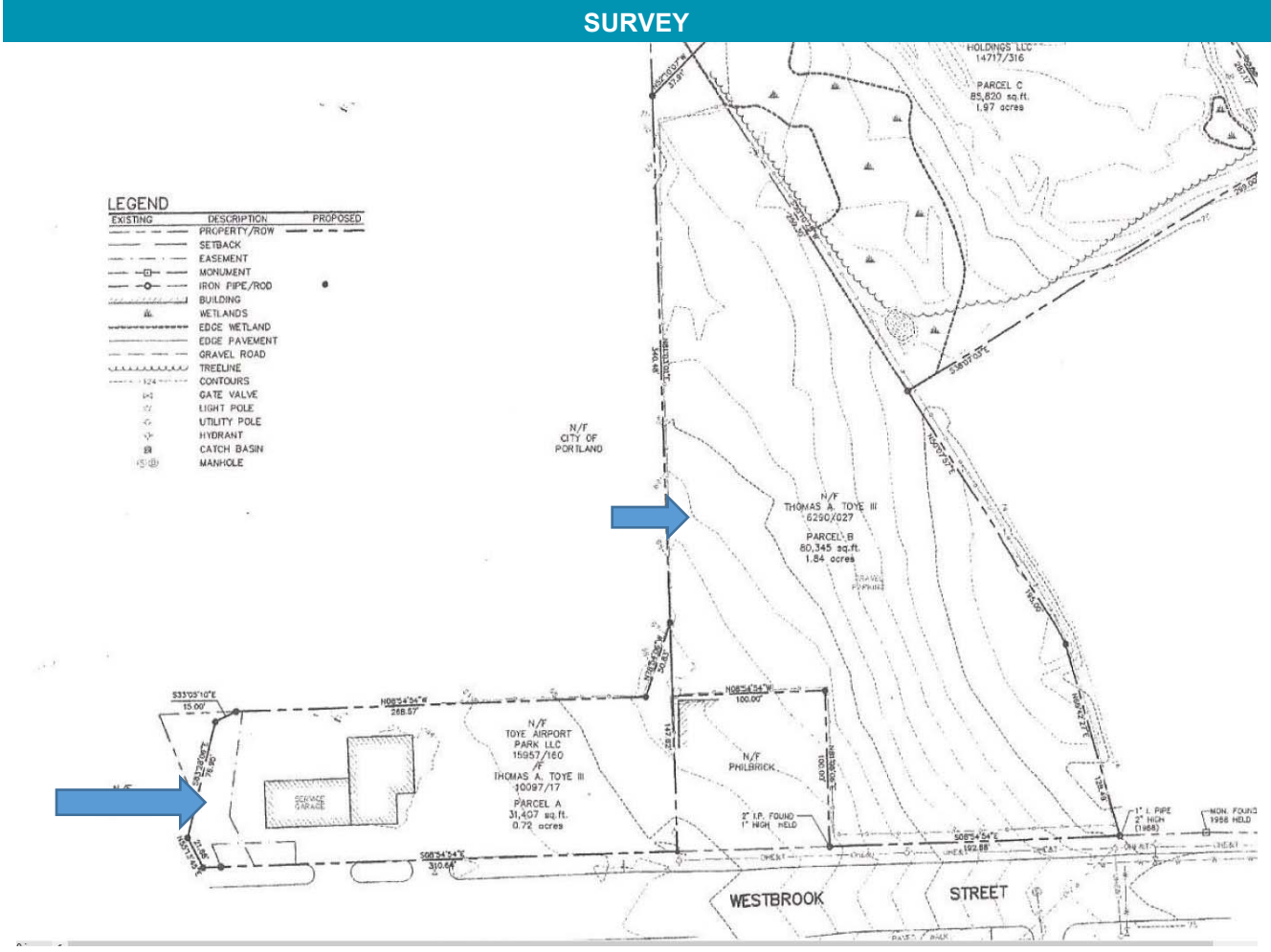
SITE CONDITIONS

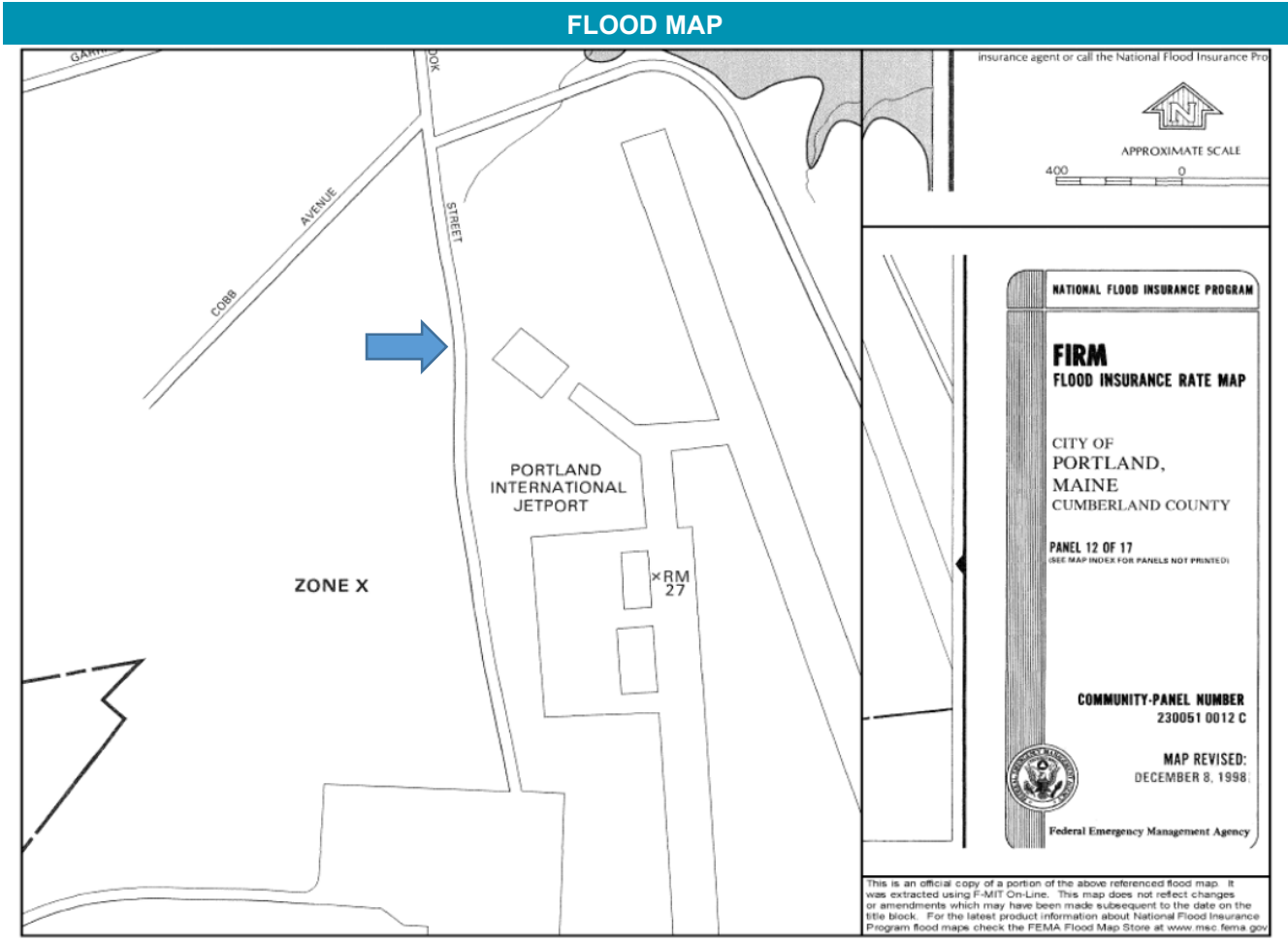
Soil Conditions: We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.

Land Use Restrictions:	We were not given a title report to review. A review of the legal description and a discussion with the ownership revealed that there are no easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
Wetlands:	We were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
Hazardous Substances:	We observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
Flood Zone Description:	The subject property is located in flood zone C (Areas outside of a 100-year flood hazard) as indicated by FEMA Map 2300510012C, dated December 06, 1998. The flood zone determination and other related data are provided by a third-party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.

CONCLUSIONS

Overall Site Utility:	The subject site is functional for its current use.
Location Rating:	Good
Summary:	The subject is comprised of four contiguous parcels of land that have good visibility and frontage. The site is irregular in shape which may limit some permitted uses.





Improvements Description

The following description of improvements is based on a physical inspection of the improvements and our discussions with the subject property's owner's representative.

GENERAL DESCRIPTION

Property Type:	Parking facility
Year Built:	1972
Year Renovated:	2013
Number of Buildings:	1
Number of Stories:	1
Land to Building Ratio:	27.72 to 1
Gross Building Area:	4,032 square feet

CONSTRUCTION DETAIL

Basic Construction:	Concrete block
Foundation:	Poured concrete slab
Framing:	Masonry
Floors:	Concrete slab
Exterior Walls:	Masonry
Roof Type:	Flat with parapet walls
Roof Cover:	Rubber membrane and metal panel
Windows:	Thermal windows in aluminum frames
Pedestrian Doors:	Glass, wood and metal

MECHANICAL DETAIL

Heat Source:	Gas
Heating System:	Forced Air
Cooling:	HVAC-Office only
Cooling Equipment:	The cooling equipment is roof mounted.
Plumbing:	The plumbing system is assumed to be adequate for the existing use and in compliance with local law and building codes.
Electrical Service:	The electrical system is assumed to be adequate for the existing use and in compliance with local law and building codes.
Electrical Metering:	The building has a master meter.

Emergency Power:	None
Fire Protection:	Not sprinklered
Security:	Exterior monitors

INTERIOR DETAIL

Layout:	The service garage has a large open customer/office area with back office areas. The rear sections of the building are comprised of open service areas. The rear of the building also has on fueling dispenser covered by a canopy.
Floor Covering:	Ceramic Tile
Walls:	Drywall or exposed
Ceilings:	Acoustical tile or exposed
Lighting:	Fluorescent
Restrooms:	The property features adequate restrooms for men and women.

OTHER IMPROVEMENTS

Parking:	The property contains approximately 350 surface parking spaces. Depending on the section of the building the parking areas are either asphalt paved and striped or crushed gravel. Typically, passengers drop the cars with the employees whom park the cars.
On-Site Landscaping:	The site has nominal land scaping around the perimeter.
Other:	Site improvements include asphalt paved and gravel parking areas, curbing, signage, landscaping, yard lighting and drainage.
Personal Property:	We have excluded from our valuation all service related equipment. The remaining personal property associated with the parking operation (four shuttles and one plow truck) was estimated by the ownership to be valued at \$135,000 (rounded). The value was based on their depreciated asset schedule utilized for tax purposes. We have assumed this information is true and correct.

ANALYSIS AND CONCLUSIONS

Condition:	Average
Quality:	Average
Actual Age:	47 years
Effective Age:	20 years - The subject's improvements (both short and long-lived items) are of average quality and in average condition. Thus, the effective age is estimated to be below the actual age.
Expected Economic Life:	45 years - The Marshall Valuation Services publication was relied on to estimate life expectancy of the subject's improvements.
Remaining Economic Life:	25 years

Roof & Mechanical Inspections:	We did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
Curable Physical Deterioration:	We have not been provided with a capital expenditure plan or an engineering report that would identify specific costs required to repair deficiencies at the subject property.
Functional Obsolescence:	There is no apparent functional obsolescence present at the subject property.
Summary:	After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.

Real Property Taxes and Assessments

Current Property Taxes

The subject property is located in the taxing jurisdiction of the City of Portland, and the assessor's parcel identification is 208-A-005, -006, -007 & 210-A-002-001. According to the local tax collector's office, taxes are current. The assessment and taxes for the property are presented in the following table:

REAL ESTATE ASSESSMENTS & TAXES FOR THE TAX YEAR 2018/2019							
Lot Number	Land Assessment	Improved Assessment	Total Assessment	Tax Rate	Taxes	Other Assessments & Charges	Total Tax Liability
Real Property							
208-A-006-001	\$58,400	\$6,660	\$65,060	\$22.48	\$1,463	\$0	\$1,463
208-A-007-001	\$157,000	\$214,400	\$371,400	\$22.48	\$8,349	\$0	\$8,349
208-A-005-001	\$132,000	\$38,820	\$170,820	\$22.48	\$3,840	\$0	\$3,840
210A-A-002-001	\$495,500	\$16,070	\$511,570	\$22.48	\$11,500	\$0	\$11,500
Grand Total	\$842,900	\$275,950	\$1,118,850	\$22.48	\$25,152	\$0	\$25,152

Compiled by Cushman & Wakefield of Massachusetts, Inc.

The following table are the historical real estates for the subject property for years 2014-2019:

CURRENT AND HISTORICAL REAL ESTATE TAXES PER THE CITY OF PORTLAND						
2014						
1008 WESTBROOK ST	208-A-005-001	2014	\$3,316			
992 WESTBROOK ST	208-A-006-001	2014	\$1,263			
1020 WESTBROOK ST	208-A-007-001	2014	\$7,208			
1024 WESTBROOK ST	210A-A-002-001	2014	\$9,929			
	Total:		\$21,715			
2015						
1008 WESTBROOK ST	208-A-005-001	2015	\$3,416		Annual % Change	
992 WESTBROOK ST	208-A-006-001	2015	\$1,301			
1020 WESTBROOK ST	208-A-007-001	2015	\$7,428			
1024 WESTBROOK ST	210A-A-002-001	2015	\$10,231			
	Total:		\$22,377		3.05%	
2016						
1008 WESTBROOK ST	208-A-005-001	2016	\$3,524			
992 WESTBROOK ST	208-A-006-001	2016	\$1,342			
1020 WESTBROOK ST	208-A-007-001	2016	\$7,662			
1024 WESTBROOK ST	210A-A-002-001	2016	\$10,554			
	Total:		\$23,082		3.15%	
2017						
1008 WESTBROOK ST	208-A-005-001	2017	\$3,606			
992 WESTBROOK ST	208-A-006-001	2017	\$1,373			
1020 WESTBROOK ST	208-A-007-001	2017	\$7,840			
1024 WESTBROOK ST	210A-A-002-001	2017	\$10,799			
	Total:		\$23,619		2.33%	
2018						
1008 WESTBROOK ST	208-A-005-001	2018	\$3,698			
992 WESTBROOK ST	208-A-006-001	2018	\$1,409			
1020 WESTBROOK ST	208-A-007-001	2018	\$8,041			
1024 WESTBROOK ST	210A-A-002-001	2018	\$11,076			
	Total:		\$24,223		2.56%	
2019						
1008 WESTBROOK ST	208-A-005-001	2019	\$3,840			
992 WESTBROOK ST	208-A-006-001	2019	\$1,463			
1020 WESTBROOK ST	208-A-007-001	2019	\$8,349			
1024 WESTBROOK ST	210A-A-002-001	2019	\$11,500			
	Total:		\$25,152		3.83%	

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Real Property Tax Conclusion

The 2019 total taxes for the property are \$25,152, which are 3.83 percent higher than the 2018 tax liability. The average annual increase over the five years has been approximately 3.0 percent. Based on this information we have forecasted our taxes at \$25,906.

Zoning

General Information

The property is zoned A-B Airport Business by the City of Portland. A summary of the subject's zoning is provided in the following table:

ZONING	
Municipality Governing Zoning:	City of Portland
Current Zoning:	A-B Airport Business
Current Use:	Parking and service
Is Current Use Permitted?	Yes
Permitted Uses:	Permitted uses within this district include parking lots and garages, hotel or motel, car rental, airport related services, restaurant, and bank

ZONING REQUIREMENTS	CODE	SUBJECT COMPLIANCE
Minimum Lot Area:	20,000 square feet	Complying
Maximum Building Height:	75 feet	Complying
Maximum Lot Coverage (% of Lot Area):	70.0%	Complying
Minimum Yard Setbacks:		
Front (Feet):	20	Complying
Rear (Feet):	None	Complying
Side (Feet):	None	Complying
Required On-Site Parking:	By use	Complying

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Zoning Conclusions

We analyzed the zoning requirements in relation to the subject property, and considered the compliance of the existing or proposed use. We are not experts in the interpretation of complex zoning ordinances but based on our review of public information, the subject property appears to be a complying use.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

We note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Highest and Best Use

Highest and Best Use Definition

The Dictionary of Real Estate Appraisal, Sixth Edition (2015), a publication of the Appraisal Institute, defines the highest and best use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

To determine the highest and best use we typically evaluate the subject site under two scenarios: as though vacant land and as presently improved. In both cases, the property's highest and best use must meet the four criteria described above.

Highest and Best Use of Site as though Vacant

Legally Permissible

The zoning regulations in effect at the time of the appraisal determine the legal permissibility of a potential use of the subject site. As described in the Zoning section, the subject site is zoned A-B Airport Business by the City of Portland. We are not aware of any further legal restrictions that limit the potential uses of the subject. In addition, rezoning of the site is not likely due to the character of the area.

Physically Possible

The physical possibility of a use is dictated by the size, shape, topography, availability of utilities, and any other physical aspects of the site. The subject site contains 2.57 acres, or 111,752 square feet. The site is irregularly shaped and level at street grade. It has good frontage, good access, and good visibility. The overall utility of the site is considered to be good. All public utilities are available to the site including public water and sewer, gas, electric and telephone. Overall, the site is considered adequate to accommodate most permitted development possibilities.

Financially Feasible and Maximally Productive

In order to be seriously considered, a use must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Financially feasible uses are those uses that can generate a profit over and above the cost of acquiring the site, and constructing the improvements. Of the uses that are permitted, possible, and financially feasible, the one that will result in the maximum value for the property is considered the highest and best use.

Conclusion

We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible, and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the subject site's physical characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of the subject site as though vacant is for development with a parking facility or other airport support use as supported by market demand.

Highest and Best Use of Property as Improved

The Dictionary of Real Estate Appraisal defines highest and best use of the property as improved as:

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

In analyzing the Highest and Best Use of a property as improved, it is recognized that the improvements should continue to be used until it is financially advantageous to alter physical elements of the structure or to demolish it and build a new one.

Legally Permissible

As described in the Zoning Analysis section of this report, the subject site is zoned A-B Airport Business. The site is improved with an office use containing 4,032 square feet of gross building area. In the Zoning section of this appraisal, we determined that the existing improvements represent a complying use. We also determined that the existing use is a permitted use in this zone.

Physically Possible

The subject improvements were constructed in 1972 and were last renovated in 2013. The improvements are in average condition. We know of no current or pending municipal actions or covenants that would require a change to the current improvements.

Financially Feasible and Maximally Productive

In the Reconciliation section, we estimate a market value for the subject property, as improved, of \$4,200,000. In our opinion, the improvements contribute significantly to the value of the site. It is likely that no alternative use would result in a higher value.

Conclusion

It is our opinion that the Highest and Best Use of the subject property as improved is a parking and service facility as currently improved.

Most Likely Buyer

The subject's size, type, and configuration make it ideally suited for owner occupancy. Although some other projects within market are leased, most facilities similar to the subject are owner-occupied. An examination of recent sales activity in the area indicates that there is demand for such properties by owner-users within the market. As a result, we conclude that the most likely purchaser of the subject is an owner-user, who would typically rely on the income approach to value the property.

Valuation Process

Methodology

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

We considered each approach in developing our opinion of the market value of the subject property. We discuss each approach below and conclude with a summary of their applicability to the subject property.

Cost Approach

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial profit and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Sales Comparison Approach

In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value, the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, per space, price per acre, price per unit, or price per square foot of potential building area. In each case, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

Income Capitalization Approach

In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization. Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted to a present value using an internal rate of return that is determined by analyzing current investor yield requirements for similar investments.

Summary

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value. The exclusion of this approach to value does not reduce the credibility of the assignment results.

Sales Comparison Approach

Methodology

Using the Sales Comparison Approach, we developed an opinion of value by comparing the subject property to similar, recently sold properties in the surrounding or competing area. This approach relies on the principle of substitution, which holds that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

By analyzing sales that qualify as arm's-length transactions between willing and knowledgeable buyers and sellers, we can identify value and price trends. The basic steps of this approach are:

- Research recent, relevant property sales and current offerings in the competitive area;
- Select and analyze properties that are similar to the subject property, analyzing changes in economic conditions that may have occurred between the sale date and the date of value, and other physical, functional, or locational factors;
- Identify sales that include favorable financing and calculate the cash equivalent price;
- Reduce the sale prices to a common unit of comparison such as price per space, price per square foot of net rentable area, effective gross income multiplier, or net income per square foot;
- Make appropriate comparative adjustments to the prices of the comparable properties to relate them to the subject property and
- Interpret the adjusted sales data and draw a logical value conclusion.

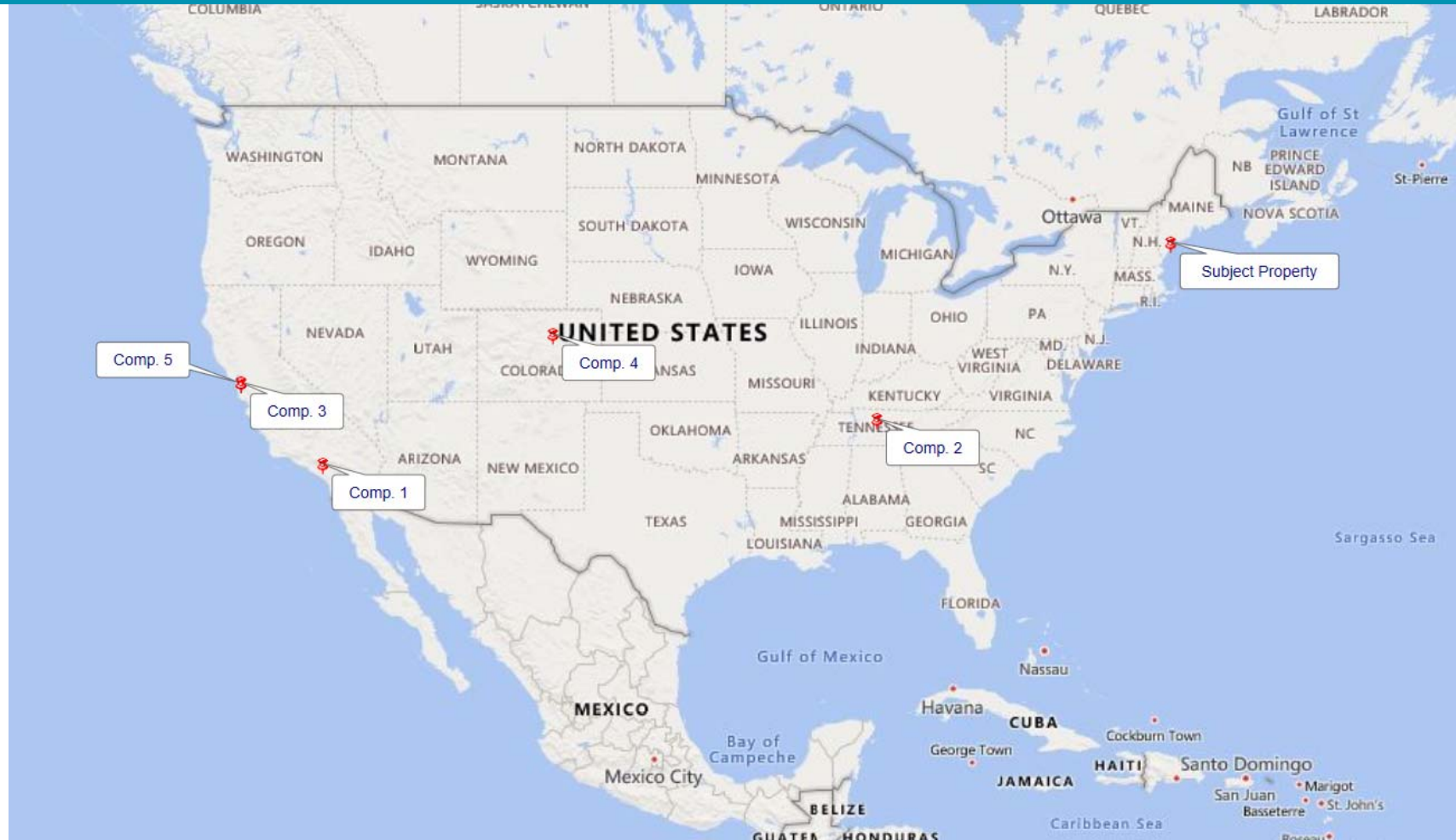
The most widely used and market-oriented unit of comparison for properties such as the subject is the sales price per space. All comparable sales were analyzed on this basis. The following pages contain a summary of the improved properties that we compared to the subject property, a map showing their locations, and the adjustment process. It is noted that there were not any conveyances of off-airport surface lots in the subject's region and as such, we have expanded our search geographically and have highlighted sales on a national level.

Due to the nature of the subject property and the level of detail available for the comparable data, we have elected not to analyze the comparables through the application of a traditional adjustment grid using percentage adjustments. It was concluded that the We have instead presented the sales unadjusted as a point of reference for the Client and to serve as a test-of-reasonableness for the value estimated via the Income Capitalization Approach. This methodology is commonly used by participants that buy and sell property similar to the subject property. Due to the extreme variance in the subject's income capabilities and the comparables, we have also employed the NOI per space multiplier analysis, which we consider to be more relevant.

SUMMARY OF IMPROVED SALES												
PROPERTY INFORMATION					TRANSACTION INFORMATION							
No.	Property Name Address, City, State	Land (SF)	No. of Spaces	Cond.	Grantor	Grantee	Sale Date	Sale Price	\$/Space	NOI/Space	OAR	Comments
S	Subject Property	111,752	350	Average						\$972.06		
1	Sunrise Airport Parking 1236 East Airport Drive Ontario, CA	252,212	613	Average	Gomez G C Separate Property Trust	Marconi, LLC	3/16	\$4,250,000	\$6,933.12	\$502.65	7.25%	The Sunrise Airport Parking provides parking for Ontario International Airport and has been in operation for 35 years. The lot has approximately 600 spaces. The rate is \$8.00 per day, and the property was under contract from March 2013 to August 2013 for \$4,900,000. There was limited interest since the contract fell through, but was ultimately acquired in March 2016. The business and the real estate were acquired together. The real estate sold at \$3.5M and the business value was an additional \$750,000. The broker reported the cap rate was 7.25%.
2	Fly Away Airport Parking 1671 Murfreesboro Pike Nashville, TN	370,260	1,140	Average	J&L Airport Parking, LLC	PAVe Nashville, LLC et al	10/15	\$8,000,000	\$7,017.54	\$561.40	8.00%	Parkit Enterprise, Inc. acquired Fly Away Airport Parking, a 1,140 stall, 8.5-acre facility servicing the Nashville International Airport. The \$8 million transaction was completed with \$5.4 million of financing at LIBOR plus 230 basis points, amortizing for periods up to 25 years. In addition, \$1.2 million of vendor financing was utilized at 4% amortizing over five years. Parkit invested \$677,000, representing 50% of the contributed capital for the acquisition. The remaining capital was funded by Parking Real Estate LLC, Parkit's joint venture partner. The cap rate is based on year one net operating income.
3	Fastrak Airport Parking 195 98th Avenue Oakland, CA	246,629	710	Good	CFS 2907 Oakland Red LLC,	Dodg Corporation	5/15	\$5,425,000	\$7,640.85	\$585.88	7.67%	The property contains 710 spaces, a portion of which are covered. In addition to the parking stalls, the subject is improved with a maintenance building containing approximately 5,000 square feet as well as a modular building used as an office. The NOI is based on historical and projected average daily rates of \$8.80 and an average occupancy of 70%.
4	Canopy Airport Parking 8100 Tower Road Commerce City, CO	2,013,169	4,200	Good	Canopy Airport Parking, LLC	OP Canopy Owner, LLC	4/15	\$38,000,000	\$9,047.62	\$778.10	8.60%	This 4,200 airport parking facility includes 150,000 square feet of covered space with 475 indoor valet spaces plus 1,025 self-park spaces. There are an additional 2,700 uncovered spaces. There is a ground lease in place where the tenant pays the landlord 5.0 percent of EGI. The lease is for 20 years with four five-year renewal options. Only the first renewal period is the tenant's option, with a possible expiration date of September 30, 2034. Average annual occupancy is estimated at 60.0 percent.
5	Expresso Airport Parking 880 Dolittle St & 498 Hester St San Leandro, CA	626,393	1,230	Good	Ann Becher Smead	Parking Acquisition Ventures, LLC	9/14	\$18,700,000	\$15,203.25	\$988.21	6.50%	This was the September 2014 portfolio sale of two adjoining parcels to the prior tenant. The property services the off-airport parking needs for patrons of the Oakland International Airport. The property has 1,000 surface spaces and 230 covered spaces.
STATISTICS												
Low		246,629	613				9/14	\$4,250,000	\$6,933.12	\$502.65	6.50%	
High		2,013,169	4,200				3/16	\$38,000,000	\$15,203.25	\$988.21	8.60%	
Average		701,733	1,579				6/15	\$14,875,000	\$9,168.48	\$683.25	7.60%	

Compiled by Cushman & Wakefield of Massachusetts, Inc.

IMPROVED SALE LOCATION MAP



Comparable Sales Discussion

The sales indicated a price per parking space of \$6,933.12 to \$15,203.25 with an average of \$9,168.48. The five sales were all outside of New England and were located on or near airports with higher volume than the Portland Jetport and are significantly larger than the subject property. We have concluded to market value of the subject property on an as is basis of \$4,200,000 or \$12,000 per space. Our concluded unit value is bracketed by the five sales and considered reasonable.

In addition to this analysis, we have also employed the NOI multiplier analysis, which we consider to be more accurate assessment of the qualitative variances in the comparables net operating income per space as compared to the subject.

NOI Multiplier Analysis

The NOI multiplier is used by investors when analyzing comparable properties in relation to the subject property.

The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

In this method, we compared the sales to the subject primarily along economic lines rather than on physical characteristics. Economic measures such as the relationship of sales price to net operating income are inclusive of all the physical and economic attributes of a property.

In our opinion, a buyer's criteria for the purchase of properties such as the subject are predicated primarily on the property's net income characteristics. Thus, we identified a relationship between the net operating income and the sales price of the subject and the comparables. We, therefore, adjusted the sales by multiplying the prices per space of the sales by the ratio of the subject's net operating income (NOI) per space to the comparable's NOI per space. The net income multiplier analysis accounts for differences between the comparables and the subject relative to economic differences, location, construction quality, age/condition, exposure, access and other physical characteristics. Inferior properties generally achieve lower rent levels resulting in a lower net operating income per square foot.

Analysis of Sales

On a previous chart we listed the comparable sale transactions that we considered to be most similar to the subject property. In this method, we compared these sales to the subject primarily along economic lines rather than on physical characteristics. Economic measures such as the relationship of sales price to net operating income are inclusive of all the physical and economic attributes of a property.

The adjustment table that follows illustrates the adjustment process. Each comparable's sale price per square foot has been adjusted through application of the ratio derived by dividing the subject's NOI/Space by the comparables NOI/Space and multiplying the result by the comparable's sale price per square foot. The derivation of the subject's projected net operating income in the stabilized year of this analysis is concluded to be \$333,354 or \$952.44 per space, as presented in the Income Capitalization Approach section of this report.

Summary of the NOI Multiplier Analysis

After adjustments, the comparable improved sales reflect unit prices ranging from \$11,099.93 to \$14,686.07 per space with an average of \$12,666.96 per space. Therefore, we concluded to a unit value of \$12,700.00 per space. The valuation summary is provided in the following table:

NOI MULTIPLIER SUMMARY								
Market Value As-Is								
No.	Name and Location	Subject NOI Per Space		Comp. NOI Per Space		Comp. Price Per Space		Adj. Price Per Space
1	Sunrise Airport Parking 1236 East Airport Drive Ontario, CA	\$954.59	÷	\$502.65	x	\$6,933.12	=	\$13,166.82
2	Fly Away Airport Parking 1671 Murfreesboro Pike Nashville, TN	\$954.59	÷	\$561.40	x	\$7,017.54	=	\$11,932.43
3	Fastrak Airport Parking 195 98th Avenue Oakland, CA	\$954.59	÷	\$585.88	x	\$7,640.85	=	\$12,449.54
4	Canopy Airport Parking 8100 Tower Road Commerce City, CO	\$954.59	÷	\$778.10	x	\$9,047.62	=	\$11,099.93
5	Expresso Airport Parking 880 Dolittle St & 498 Hester St San Leandro, CA	\$954.59	÷	\$988.21	x	\$15,203.25	=	\$14,686.07
ANALYSIS								
Low								\$11,099.93
High								\$14,686.07
Average								\$12,666.96
VALUE CONCLUSION								
Indicated Value Per Space				\$12,700.00				
No. of Spaces				x 350				
Preliminary Value				\$4,445,000				
Rounded to nearest \$50,000				\$4,450,000				

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Income Capitalization Approach

Methodology

The Income Capitalization Approach determines the value of a property based on the anticipated economic benefits. The principle of “anticipation” is essential to this approach, which recognizes the relationship between an asset’s potential future income and its value. To value the anticipated economic benefits of a property, potential income and expenses must be projected, and the most appropriate capitalization method must be selected.

The most common methods of converting net income into value are Direct Capitalization and Yield Capitalization. In direct capitalization, net operating income is divided by an overall capitalization rate to indicate an opinion of market value. In the yield capitalization method, anticipated future cash flows and a reversionary value are discounted to an opinion of net present value at a chosen yield rate (internal rate of return).

Investors acquiring this type of asset will typically look at year one returns but must also consider long-term strategies. Hence, depending on certain factors, each of the income approach methods has merit. We placed sole reliance on the Direct Capitalization Method since the property is at stabilized operations and the overall rate used is derived from recent market transactions and then compared to current survey data. It is likely that a prospective purchaser of this type of property would utilize Direct Capitalization as the primary tool in evaluating the property.

Potential Gross Income

Potential gross income is generated by a number of distinct elements:

- Parking Income
- Service & other income – We note that the service income generated at the subject property is via oil changes, detail/car washes, and other limited vehicle services. The service income and related operating expenses have not been included in our analysis. It could not be determined if a potential buyer would continue to offer these services. Furthermore, we are not appraising the subject property as a going-concern, which would require additional analysis beyond the agreed scope of this appraisal.

The first step in this approach is to analyze all potential gross income, starting with an analysis of the subject’s parking operation. The current daily rate at the subject property is \$14.00 per day with a minimum charge of \$28.00. There are corporate and loyalty programs.

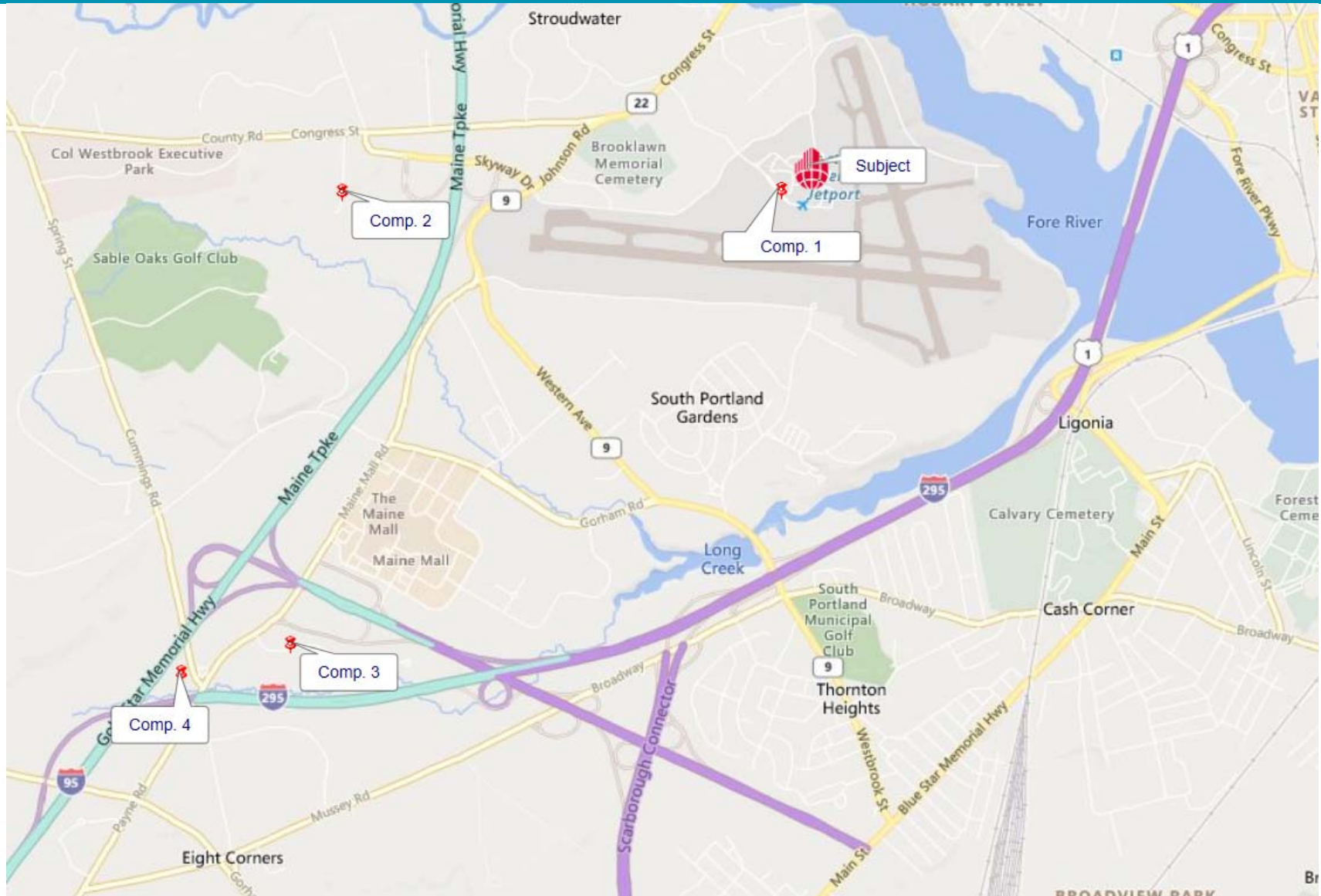
Analysis of Comparable Parking Lots

The following table summarizes rental activity for comparable spaces in similar properties in the market.

AIRPORT PARKING COMPARABLES								
PROPERTY INFORMATION			LEASE INFORMATION					
NO.	Property Name Address, City, State	SIZE (NRA)	Type GARAGE/SURFACE)	SURVEY DATE	DAILY RATE	ON/OFF AIRPORT	DISTANCE TO PWM (Miles)	COMMENTS
S	Subject Property	350	Surface		\$14.00	On		
1	Jetport Garage 1001 Westbrook Street Portland, ME	2,610	Garage	4/19	\$14.00	On	0	The garage has 2,610 spaces for short-term and long-term parking. Short-term parking is \$48 per day.
2	Pink Lot 150 District Road Portland, ME	450	Surface	4/19	\$10.00	Off	2	The discount lot has typically been operated on an as needed basis and has a free shuttle surface to and from the airport.
3	Courtyard Portland Airport 100 Southborough Drive South Portland, ME	Unkown	Surface	4/19	\$9.00	Off	2	The Courtyard offers long-term parking with shuttle service.
4	Fairfield Inn Portland 2 Cummings Road Scarborough, ME	Unknown	Surface	4/19	\$8.00	Off	2	The hotel offers long-term parking with shuttle service.
STATISTICS								
Low		450		4/19	\$8.00		0	
High		2,610		4/19	\$14.00		2	
Average		1,530		4/19	\$10.25		2	

Compiled by Cushman & Wakefield of Massachusetts, Inc.

COMPARABLE RENTAL LOCATION MAP



Discussion of Comparable Rents

As noted in the Market Analysis section the Jetport has limited parking options. The primary parking supply aside from the subject are the Jetport parking garage and lot. The secondary competition is from the Jetport's offsite lot and the parking at the hotels. As the table notes these locations are further away and are accessible via shuttle. The ownership recently increased the daily rate to match the Jetport on airport pricing. The pricing is considered reasonable.

Revenue & Expense Analysis

We developed an opinion of the property's annual income and operating expenses after reviewing the subject's historical data and the operating performance of other facilities. We were provided with the income and operating expense data for 2014-2018 and the revenue information for year-to-date 2019. This is included the profit and loss statements that are included in the Addenda of the report and the operating ledgers retained in our work files. The subject began operation in November 2013. The revenue information for 2016 through March 2019 was also provided. We analyzed each item of expense and developed an opinion regarding what an informed investor would consider typical. Our opinions of future revenue and expenses are presented in the following table.

REVENUE AND EXPENSE ANALYSIS						SUBJECT PROPERTY						
	2014 Actual		2015 Actual		2016 Actual		2017 Actual		2018 Actual		Cushman & Wakefield Forecast ⁽¹⁾	
	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space
REVENUE												
Parking Revenue	\$235,015	\$671.47	\$468,271	\$1,337.92	\$604,143	\$1,726.12	\$582,728	\$1,664.94	\$687,724	\$1,964.93	\$790,883	\$2,259.67
POTENTIAL GROSS REVENUE	\$235,015	\$671.47	\$468,271	\$1,337.92	\$604,143	\$1,726.12	\$582,728	\$1,664.94	\$687,724	\$1,964.93	\$790,883	\$2,259.67
Vacancy and Collection Loss	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
EFFECTIVE GROSS REVENUE	\$235,015	\$671.47	\$468,271	\$1,337.92	\$604,143	\$1,726.12	\$582,728	\$1,664.94	\$687,724	\$1,964.93	\$790,883	\$2,259.67
OPERATING EXPENSES												
Insurance	\$3,080	\$8.80	\$4,446	\$12.70	\$3,640	\$10.40	\$8,678	\$24.79	\$5,033	\$14.38	\$5,184	\$14.81
CAM	\$66,355	\$189.58	\$41,763	\$119.32	\$35,582	\$101.66	\$40,243	\$114.98	\$40,130	\$114.66	\$41,334	\$118.10
Payroll & Benefits	\$240,291	\$686.54	\$296,447	\$846.99	\$322,071	\$920.20	\$320,790	\$916.54	\$287,409	\$821.17	\$300,000	\$857.14
General & Administrative	\$144,651	\$413.29	\$151,028	\$431.51	\$154,648	\$441.85	\$145,708	\$416.31	\$63,209	\$180.60	\$65,105	\$186.02
Fees, License, Rent, etc.	\$19,145	\$54.70	\$22,016	\$62.90	\$21,794	\$62.27	\$16,272	\$46.49	\$17,997	\$51.42	\$20,000	\$57.14
Total Operating Expenses	\$473,521	\$1,352.92	\$515,700	\$1,473.43	\$537,736	\$1,536.39	\$531,691	\$1,519.12	\$413,778	\$1,182.22	\$431,623	\$1,233.21
Real Estate Taxes	\$21,715	\$62.04	\$22,377	\$63.93	\$23,082	\$65.95	\$23,619	\$67.48	\$24,223	\$69.21	\$25,906	\$74.02
TOTAL EXPENSES	\$495,237	\$1,414.96	\$538,077	\$1,537.36	\$560,818	\$1,602.34	\$555,310	\$1,586.60	\$438,001	\$1,251.43	\$457,529	\$1,307.23
NET OPERATING INCOME	(\$260,222)	(\$743.49)	(\$69,806)	(\$199.44)	\$43,325	\$123.79	\$27,418	\$78.34	\$249,723	\$713.49	\$333,354	\$952.44

(1) Stabilized Year Begins: 3/8/2019

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Discussion of Revenue Items

We analyzed each revenue item in making our forecast, with our conclusions summarized on the previous table. In most cases, our forecast is well supported by the historical or budget information. However, in some cases, further clarification. The following table highlights the historical revenue at the subject property for 2016 thru 2018. Please note that the subject's parking income is presented net of discounts.

HISTORICAL REVENUE				
Year	No. Parkers	Parking Rev.	Weighted Rev. Per Parker	% Change of Total Rev.
2018	11,191	\$687,724	\$61.45	24.58%
2017	9,708	\$552,041	\$56.86	-5.26%
2016	11,341	\$582,702	\$51.38	

As the table indicates there was a decline in both parkers and revenue in 2017. The ownership indicated that in 2017 they ended all print, radio, and television advertising. In addition, the coupon program ended, and the parking rates were increased from \$10.00 per day to \$12.00 per day. They believe these factors more than likely contributed to the decrease in revenue. The revenue in 2017 does increase significantly in the last six months of the year. In 2018 the number of parkers increased significantly as the weighted revenue per parker. The ownership indicated that the increase is a direct result of the increased passenger traffic at the airport noted earlier and limited on airport parking options. The 2019 revenue numbers are trended to surpass the 2018 revenue projections:

2019 vs 2018 Revenue Comparison Thru 3/31				
Year	No. Parkers	Parking Rev.	Weighted Rev. Per Parker	% Change of Total Rev.
2019	2,812	\$213,911	\$76.07	33.48%
2018	2,246	\$160,253	\$71.35	

As noted the ownership increased the daily rate to \$14.00 per day in 2019 and the number of parkers thru March 2019 is still ahead of 2018. In order to project the parking revenue, we considered the continued increased passenger traffic at the Jetport, the lack of competition, the historical performance of the subject, and the current parking rate. We have projected a 15 percent increase for the parking revenue of \$790,883 is reasonable. Our projection assumes the subject will achieve 11,000 parkers, which is 2.36 percent above the three-year average. The weighted revenue per parker equates to \$71.90 which is less than one percent higher than the 2018 weighted revenue per parker. In light of the preceding, our revenue projection is considered to be well-supported and in line with the historical performance of the subject.

Discussion of Expenses

We analyzed each expense item in making our forecast, with our conclusions summarized on the previous table. In most cases, our forecast is well supported by the historical or budget information. The operating expense categories are listed below:

- **Property Insurance** – We relied on the historical expense for the subject property as supported by the operating expense comparables.
- **CAM** – This includes repairs & maintenance expenses, utilities, supplies, and other property maintenance expenses. The 2014 operating expense may have included some nonrecurring costs related to the opening of the operation. Years 2014-2018 ranged from \$35,582 to \$41,763 or \$101.66 per space to \$119.32 per space. We relied on the historical expense for the subject property as supported by the operating expense comparables.
- **Payroll & Benefits** – Includes employees and third-party contracts. The historical expense ranged from \$240,291 to \$322,071 with an average of \$293,401 or \$686.54 per space to \$920.20 per space with an average of \$838.29 per space. The payroll expense fluctuated as the operation was stabilizing. Based on the historical operating expense we have forecasted an expense of \$300,000 or \$857.14 per space. The operating expense comparables range from \$743.51 to \$1,236 per space.
- **General Administrative** – Includes all accounting, legal, general administrative, vehicle fleet expenses, office, supplies, and advertising. The historical expense ranged from \$63,209 to \$154,648 or \$180.60 per space to \$441.85 per space. The ownership ended all media advertising in later 2017. The total advertising for 2014-2017 ranged from \$80,697 to \$124,963 with the 2018 advertising cost was \$19,000. Relying on the 2018 operating expense and considering the operation is well established we have forecasted an expense of \$65,105 or \$186.02 per space. The operating expense comparables range from \$125 to \$317.03 per space.
- **Fees, Licenses, Rent, etc.** – Includes credit card fees, bank fees, management fees, ground rent if applicable. The historical operating expense ranged from \$16,272 to \$22,016 with an average of \$19,445. Based on the historical operating expense we have forecasted an expense of \$20,000.
- **Real Estate Taxes**

Operating Expense Conclusion

We thoroughly analyzed the subject's expense history and expense comparables to make our projections. We relied heavily on the subject's historical operation data due to the differences that exist between the subject and operating expense comparables. Therefore, we forecast the total operating expenses for the subject property (excluding real estate taxes) to be \$431,623, equating to \$1,233.21 per space in the first stabilized year (year one). The operating expenses (excluding real estate taxes) projected for the subject property reflect an operating expense ratio at stabilization of 54.57 percent of effective gross income. The operating expense comparisons presented in the operating expense analysis table in the following section support our opinion of operating expenses for the subject property.

Operating Expense Comparables

The following table illustrates detailed expense levels for surface and garage properties in New England. In our judgment, a reconciled expense figure of \$1,233.21 per square foot (excluding real estate taxes) is reasonable for the subject property considering its age, size and budgeted expense figures.

SUBJECT PROPERTY				COMPARABLES REVENUE AND EXPENSE ANALYSIS							
Property Type	Surface	Garage		Surface		Garage		Garage		Surface	
# of Spaces	350	1,380				634		1,029		164	
Year of Record		2017		2016		2016		2017		2016	
Actual/Budget/Annualized		Actual		Actual		Actual		Actual		Actual	

	Cushman & Wakefield Forecast ⁽¹⁾		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
REVENUE	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI
EFFECTIVE GROSS REVENUE	\$2,259.67	100.00%	\$11,145.00	100.00%	\$2,558.00	100.00%	\$8,977.00	100.00%	\$10,173.00	100.00%	\$7,964.00	100.00%
OPERATING EXPENSES												
Insurance	\$14.81	0.66%	\$75.56	0.68%	\$54.00	2.11%	\$10.00	0.11%	\$45.00	0.44%	\$130.00	1.63%
CAM	\$118.10	5.23%	\$427.24	3.83%	\$325.00	12.71%	\$135.00	1.50%	\$510.00	5.01%	\$71.24	0.89%
Payroll & Benefits	\$857.14	37.93%	\$743.51	6.67%	\$1,084.00	42.38%	\$1,236.00	13.77%	\$818.00	8.04%	\$817.82	10.27%
General & Administrative	\$186.02	8.23%	\$185.04	1.66%	\$125.00	4.89%	\$167.00	1.86%	\$208.00	2.04%	\$317.03	3.98%
Fees, License, Rent, etc.	\$57.14	2.53%	\$29.47	0.26%	\$176.00	6.88%	\$0.00	0.00%	\$0.00	0.00%	\$229.83	2.89%
Total Operating Expenses	\$1,233.21	54.57%	\$1,460.82	13.11%	\$1,764.00	68.96%	\$1,548.00	17.24%	\$1,581.00	15.54%	\$1,565.92	19.66%
Real Estate Taxes	\$71.86	3.18%	\$2,086.20	18.72%	\$83.00	3.24%	\$2,200.00	24.51%	\$1,178.00	11.58%	\$41.16	0.52%
TOTAL EXPENSES	\$1,305.07	57.76%	\$3,547.02	31.83%	\$1,847.00	72.20%	\$3,748.00	41.75%	\$2,759.00	27.12%	\$1,607.08	20.18%
NET OPERATING INCOME	\$954.59		\$7,597.98		\$711.00		\$5,229.00		\$7,414.00		\$6,356.92	

(1) Fiscal Year Beginning: 4/01/2019

Fiscal Year Ending: 3/31/2020

Compiled by Cushman & Wakefield of Massachusetts, Inc.

The five expense comparables reflect operating expenses (excluding real estate taxes and any ground rent) ranging from \$1,460.82 to \$1,764.00 with an average of \$1,583.95 per square foot. The five-operating expense comparables excluding real estate taxes indicate operating expense ratios ranging from 13.11 percent to 68.96 percent bracketing the forecasted ratio. Based on our analysis of the expense levels at comparable properties, we concluded that there is adequate support for our operating expense conclusions.

Income and Expense Pro Forma

The following chart summarizes our opinion of income and expenses for year one, which is the first stabilized year in this analysis.

SUMMARY OF REVENUE AND EXPENSES			
Stabilized Year For Direct Capitalization:	Year One		
REVENUE	Annual	\$/Space	% of EGI
Parking Revenue	\$790,883	\$2,259.67	
Service Revenue	\$0	\$0.00	
POTENTIAL GROSS REVENUE	\$790,883	\$2,259.67	
Vacancy and Collection Loss	\$0	\$0.00	
EFFECTIVE GROSS REVENUE	\$790,883	\$2,259.67	100.00%
OPERATING EXPENSES			
Insurance	\$5,184	\$14.81	0.66%
CAM	\$41,334	\$118.10	5.23%
Payroll & Benefits	\$300,000	\$857.14	37.93%
General & Administrative	\$65,105	\$186.02	8.23%
Fees, License, Rent, etc.	\$20,000	\$57.14	2.53%
Total Operating Expenses	\$431,623	\$1,233.21	54.57%
Real Estate Taxes	\$25,152	\$71.86	3.18%
TOTAL EXPENSES	\$456,775	\$1,305.07	57.76%
NET OPERATING INCOME	\$334,108	\$954.59	42.24%

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Investment Considerations

The U.S. economy demonstrated its strength throughout 2018. The market weathered several bouts of uncertainty during the fourth quarter and continued to expand at a healthy clip. The U.S. real gross domestic product (GDP) grew at a 2.2 percent annual rate in the fourth quarter of 2018. Overall GDP for 2018, at 2.9 percent, matched 2015 as the joint-highest annual increase during the current expansion cycle. Key economic indicators, particularly the employment market, have performed over the last year and are expected to be a stabilizing force in 2019.

Gains in nonfarm payrolls in 2018 exceeded those of 2017, with roughly 2.7 million new jobs added. The unemployment rate ended 2018 at 3.9 percent, down 20 basis points from a year ago. As the economy continues to crank out jobs, worker shortages have become businesses primary concern. The fourth quarter of 2018 marked the fourth consecutive quarter that job openings in the labor market have exceeded the number of unemployed persons. The National Federation of Independent Businesses reported that the proportion of small businesses with at least one position they are having a hard time filling jumped to a record 39.3 percent. This dearth of available workers continues to manifest in labor shortages across markets and across sectors, ultimately pressuring firms to increase wages. The Employment Cost Index for private sector wages and salaries—the most reputable source for wage data—rose 3.1 percent year-over-year in fourth quarter of 2018. This is the fastest rate of wage growth observed since the third quarter of 2008.

Further considerations include:

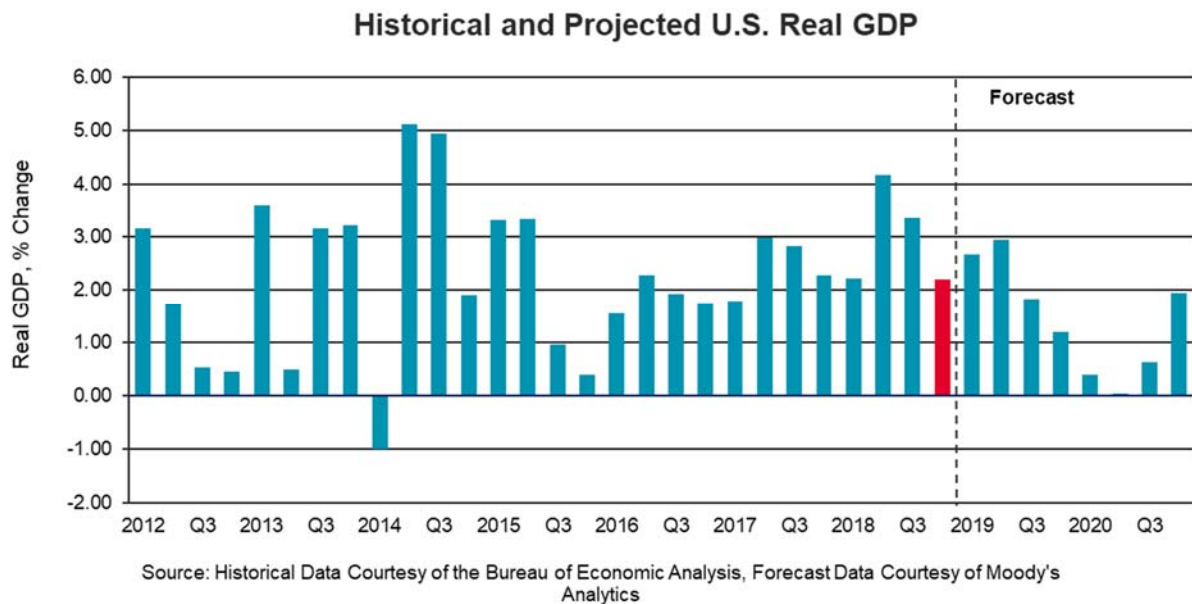
- Employment in the key office-using sectors (financial, professional and business services and information) averaged 49,700 per month in fourth quarter 2018. Despite trade tensions, manufacturing is still adding jobs. Total employment in industrial related sectors (warehouse, transportation and manufacturing) increased by 122,800 in the fourth quarter, with manufacturing accounting for 76,000 jobs added. Industrial employment in 2018 totaled roughly 480,100 jobs added, among the largest 12-month increase since the mid-1990s.
- U.S. commercial real estate investment activity rose in 2018 to a level only topped by sales volume recorded in 2007. Furthermore, global sales volume set an all-time record high for the year. U.S. sales activity in the fourth quarter increased at a double-digit pace from a year prior, and was almost \$3 billion higher than the third quarter 2018 total. There is an abundance of ready capital as well as willing investors, as such U.S. deal volume is expected to remain at high levels in 2019.
- Global stock and bond markets have experienced wild up's and down's, particularly in late 2018. As of this writing, the equity markets were once again trading within a breath of all-time highs.
- The Federal Reserve raised interest rates four times in 2018, pushing the short-term interest rates to 2.25 to 2.50 percent, still low by historical standards. In its March meeting, the Federal Reserve decided to hold interest rates at their current level and indicated that there will be no hikes in 2019. This announcement comes three months after the central bank said two hikes would be appropriate in 2019.
- Consumer confidence rebounded in February and March after taking a dip in early 2019. The University of Michigan's estimate of consumer sentiment for January dropped sharply from December to its lowest reading since October 2016. This may be a reflection of the uncertainty generated by the partial government shutdown.
- Consumer spending unexpectedly plunged in December, the largest decline in a decade, largely due to falling gas prices. December did record a strong holidays sales period and strong employment growth for the quarter as a whole. Consumer spending did grow 2.5 percent in the fourth quarter – behind on an annual and quarterly basis. On an annual basis, the Commerce Department estimates that in 2018, e-commerce sales topped \$500 billion for the first time, rising 14.2 percent from 2017 to \$512.6 billion. In 2018, e-commerce sales represented 28.0 percent of total GAFO (general, apparel, furniture and other) retail sales, another record.
- As a new policy-making environment has descended upon Washington, there is some uncertainty about what specific legislative priorities will prevail over the coming years. Immediate concerns surround the domestic political environment that led to the longest government shutdown in U.S. history in January 2019. However, tailwinds from fiscal stimulus—both tax cuts and certain tax changes, as well as increased federal spending—will continue to buttress GDP growth. Economic, job and wage growth are likely to remain firm in 2019.
- Progress will be tempered by slowing global growth, and possibly by growing trade tensions. Uncertainty around Brexit and fears of a broader global economic slowdown have many investors proceeding with caution. Trade tensions remain high, particularly between the U.S. and China, and a full-blown trade war cannot be ruled out.

Economic Conditions

The current U.S. economic expansion cycle is nearly a decade old, and is by general consent a strong economy and getting stronger. Despite this, interest rates, which help determine the cost of borrowing money for investments, have lingered near historic lows since the 2008 recession. Interest rates went unchanged through to December 2015, when the Federal Reserve increased the rate for the first time in almost a decade. The initial rate hike was miniscule and the action was just the first step in what will likely be a very lengthy process of monetary policy normalization. It reflected the consensus that a solid foundation was propelling the economic expansion.

Consistent with its past communications, the Federal Reserve did not immediately vote to raise the rate, rather waited for the effects of the global headwinds to dissipate before further normalization. In December 2016, the Federal Reserve raised its interest rates by a quarter of a point, to a range between 0.50 and 0.75 percent, and has since increased seven more times, each by 0.25 points. The current range is between 2.25 and 2.50 percent following the most recent hike in December 2018. All signs in the economy point to continued growth over the near-term. And with inflation firming, it was expected that the Federal Reserve will continue to raise interest rates throughout 2019. However, in the Federal Reserve's March 2019 meeting, it was indicated that there will be no hikes in 2019.

The following graph displays historical and projected U.S. real GDP percent change (annualized on a quarterly basis) from first quarter 2012 through fourth quarter 2020 (red bar highlights the most recent quarter available - 18Q4):



Further points regarding current economic conditions are as follows:

- The U.S. real GDP has been expanding since June 2009 and is the second-longest streak of its kind in U.S. history. The longest streak ran 120 months from March 1991 to March 2001. Fourth quarter GDP grew 2.2 percent, pushing the GDP growth rate for 2018 to 2.9 percent. Economists forecast continued economic expansion through 2020, though growth may ebb in 2019 as the fiscal boost from the tax cuts eventually fade. The National Association for Business Economics forecasts 2.7 percent GDP growth in 2019 and the Urban Land Institute's annual forecast survey expects the economy to grow 1.7 percent in 2020.
- Commercial and multifamily mortgage loan originations increased 14.0 percent in fourth quarter 2018 when compared to the same period in 2017, according to the Mortgage Bankers Association's Quarterly Survey of Commercial/Multifamily Mortgage Banker. An increase in originations for health care, multifamily and industrial products led to the overall increase in lending volumes.
- Commercial mortgage-backed securities (CMBS) have been spurred by measured investment sales activity and stable credit spreads. Commercial Mortgage Alert data indicates that U.S. CMBS issuance in 2018, at \$76.9 billion, was 12.4 percent lower when compared to CMBS issuance in 2017. Issuance fell sharply in the final quarter of 2018 due to market volatility.

U.S. Real Estate Market Implications

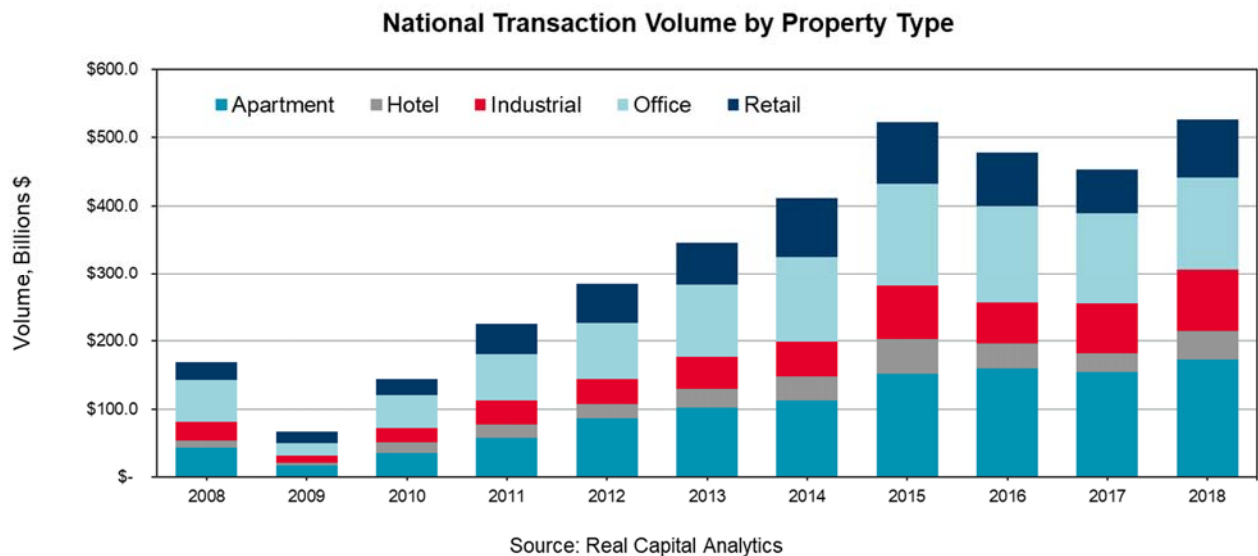
The commercial real estate market's sales volume reached \$526.2 billion in 2018, 16.2 percent above sales volume in 2017. Deal volume in 2018 is at its second-highest level on record, according to Real Capital Analytics. One of the strongest parts of the market in 2018 was entity-level transactions. The high water-mark for entity-level deal activity in this cycle had been 2015, when such M&A type deals came in at \$63.5 billion for the year. Preliminary figures suggest that these deals were nearly \$5 billion higher in 2018 and represented roughly 12.0 percent of all volume for the year. However, the sale of individual assets was challenged in fourth quarter 2018, particularly into December, with preliminary figures suggesting individual asset sales was flat relative to fourth quarter 2017. The trends for prices were relatively unchanged in the final quarter of 2018 despite the lower-than-normal pace of deal activity. Cap rates were mostly flat even with the volatility in the financial markets. This volatility may well explain the changes in deal volume.

According to PricewaterhouseCoopers (PwC) Real Estate Investor Survey, there is mixed sentiment with regard to buying, selling, or holding properties across the survey's markets. Most participants believe that holding assets in the best position for the year ahead (46.0 percent) while the remainder is divided between selling (36.0 percent) and buying (18.0 percent). In addition, average cap rates for all property types decreased in 13 survey markets, increased in 13, and held steady in eight over third quarter 2018, according to the PwC Real Estate Investor Survey for fourth quarter 2018. Although quarterly shifts are diverse, surveyed investors expect overall cap rates to hold steady over the next six months.

Notable points for the U.S. real estate market include:

- Deal volume in 2018 for the six largest metros grew 16.0 percent on a year-over-year basis while deal volume in secondary and territory markets increased 12.0 percent and 18.0 percent, respectively, over the same period. The strongest numbers for the quarter came from the hotel sector, where volume was up 50.0 percent on a year-over-year basis. In addition, the retail, industrial and apartment markets each posted double digit annual growth in deal volume for the year.
- The majority of participants in the PwC Real Estate Investor Survey believe that current market conditions are neutral in the national net lease market – while 29.0 percent said market conditions favor sellers and 14.0 percent answered conditions favor buyers. This sentiment has shifted from three years ago when investors unanimously viewed this market as favoring sellers.
- Cap rates declined six basis points and seven basis points in the National Warehouse and National Apartment markets, respectively, in fourth quarter 2018, according to PwC Real Estate Investor Survey. At 7.46 percent, the Chicago office market's overall cap rate is the highest of any market in fourth quarter 2018, while the Manhattan office market, at 4.7 percent, has the lowest cap rate. Overall, CBD markets reported lower cap rates than their suburban counterparts and are considered lower investment risks.

The following graph compares national transaction volume by property type from 2008 through 2018:



Conclusion

The latest string of stock market volatility notwithstanding, economic conditions in the U.S. are among the strongest levels experienced throughout this cycle. Given the correlation between the economy and property markets, values are expected to climb in most markets/product types as the expansion continues. The industry has been powered by strong business investment and sustained improvements in the labor markets. Despite the uncertainties and potential headwinds in the U.S. market, there is an abundance of dry powder and investors are growing their allocations to real estate. Going forward, the economy is expected to continue to grow at a healthy pace in 2019, creating a positive environment for commercial real estate.

Below are notes regarding the outlook for the U.S. national real estate market in 2019 and beyond:

- Participants in the PwC Real Estate Investor Survey hold a positive outlook for the commercial real estate industry over the near-term. Investors are mindful of high pricing and the potential for interest rate increases, however the market is fundamentally healthy, and most assets types continue to perform well.
- As central banks gradually scale back, monetary policy remains highly accommodative by historic standards and supports continued growth in real estate. Expansionary policy has transitioned to a growth story and modest core-inflation. The latest global economic data on trade, spending, jobs, confidence, and factory orders is mostly solid and gathering moderate speed. The IMF revised Global GDP growth forecasts to 3.65 percent for 2019 – on par with the growth rates observed over the past two years. Furthermore, the probability of a near-term Global recession remains as low as 5.0 percent, according to Oxford Economics.
- Consumer and business confidence have been at healthy levels, supported by tight labor markets, strong financial market returns, increasing housing values, and improved access to credit. Despite the dip in in early 2019, consumer confidence has already rebounded and is expected to grow throughout the year, as the U.S. is on pace to add 1.5 to two million jobs in 2019, despite starting the year close to full employment.
- Overall, the U.S. economy is in its best shape for several years and is likely to remain strong throughout the near term. Barring an unexpected shock to global markets, the economy is anticipated to experience steady growth for the foreseeable future.

The factors listed in the following table have been considered in our valuation of this property and will have an impact on our selection of all investor rates.

INVESTMENT CONSIDERATIONS

Real Estate Market Trends:	Real estate market trends have a significant bearing on the value of real property. The real estate market in which the subject property is located is currently improving.
Property Rating:	After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Location Rating:	After considering all of the locational aspects of the subject, including regional and local accessibility as well as overall visibility, we have concluded that the location of this property is good.
Overall Investment Appeal:	There are many factors that are considered prior to investing in this type of property. After considering all of these factors, we conclude that this property has good overall investment appeal.

Capitalization Rate Analysis

On the following pages we discuss the process of how we determine an appropriate overall capitalization rate to apply to the subject's forecast net income.

Capitalization Rate from Comparable Sales

CAPITALIZATION RATE SUMMARY			
No.	Name and Location	Sale Date	Capitalization Rate
1	Sunrise Airport Parking 1236 East Airport Drive Ontario, CA	3/2016	7.25%
2	Fly Away Airport Parking 1671 Murfreesboro Pike Nashville, TN	10/2015	8.00%
3	Fastrak Airport Parking 195 98th Avenue Oakland, CA	5/2015	7.67%
4	Canopy Airport Parking 8100 Tower Road Commerce City, CO	4/2015	8.60%
5	Expresso Airport Parking 880 Dolittle St & 498 Hester St San Leandro, CA	9/2014	6.50%
STATISTICS			
Low		9/2014	6.50%
High		3/2016	8.60%
Median		5/2015	7.67%
Average		6/2015	7.60%

Compiled by Cushman & Wakefield of Massachusetts, Inc.

These rates reflect a clear range in rates from 6.50 to 8.60 percent. The subject is located adjacent to the Portland Jetport, which has been realizing increases in passenger counts. However, in terms of volume it is a secondary airport. The subject's income levels have been consistent over the provided three-year history. For these reasons, it is our opinion that the subject would be acquired on a rate at the upper end of the range.

Derivation of R_o from Band of Investment

Most properties are purchased with debt and equity capital; therefore, the overall capitalization rate must satisfy the market return requirements of both investment positions. The lender/mortgagee must anticipate a rate of return that is appropriate for the investment's perceived risk in order to make the loan; the loan principal is typically repaid through periodic amortization payments. The equity investor/mortgagor must also anticipate a rate of return that is commensurate with the investment's perceived risk or they opt for an alternative investment. Thus, we analyze capitalization rates for debt and equity.

The capitalization rate for debt is known as the mortgage constant (R_M); it is the ratio of annual debt service to the principal amount of the mortgage loan. A mortgage interest rate of 4.75 percent, coupled with an amortization term of 30 years, was employed to derive a mortgage constant of 6.26 percent. It is calculated as follows:

$$R_M = \frac{\text{Monthly Payment} \times 12}{\text{Amount of Loan}}$$

The monthly payment of a loan is calculated using the following formula:

$$\text{Monthly Payment} = \frac{\text{Interest Rate (i)}}{1 - \text{Present Value Factor}}$$

The Present Value Factor can be obtained from financial tables that show the six functions of a dollar.

The rate used to capitalize equity income is called the equity capitalization rate (R_E); it is the ratio of annual pre-tax cash flow (usually in the first year of the holding period) to the amount of the equity investment.

The R_o indicated by the band of investment is a weighted average of the R_M and R_E . Using the loan-to-value ratio (M) and the equity ratio (E or 1-M) the R_o is calculated as follows:

$$R_o = (M \times R_M) + (E \times R_E)$$

Mortgage Terms

The following mortgage interest rate is based on periodic conversations with representatives of lending institutions providing local mortgage financing. Thus, given the physical and economic characteristics of the subject property, and on the basis of our research, the market terms for conventional loans made on properties similar to the subject are as follows:

MORTGAGE COMPONENT	
TYPICAL LOAN TERMS	
Mortgage Rate	4.75%
Amortization Term (Years)	30
Number of Payments	360
Loan-to-Value Ratio (M)	70.00%
Equity Ratio (E)	30.00%
Mortgage Constant (R_M)	6.26%

Compiled by Cushman & Wakefield of Massachusetts, Inc.

The preceding data are used in the development of an overall capitalization rate (R_o) for the subject property using the Band of Investment Technique.

Equity Dividend Rate (R_E)

The Appraisal Institute defines equity dividend rate as an income rate that reflects the relationship between a single year's equity cash flow expectancy and the equity investment. Also known as the equity capitalization rate, cash on cash rate or cash flow rate, this rate is used to convert equity dividend into an equity value indication.

Our selected R_E is as follows:

EQUITY COMPONENT	
Equity Dividend Rate (R_E)	10.00%

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Calculation of Overall Capitalization Rate (R_o)

The calculation of the overall capitalization rate (R_o) using the band of investment technique is as follows:

R _O BY BAND OF INVESTMENT		
Mortgage Ratio	70.00%	
Annual Mortgage Constant	6.26%	
Mortgage Component		4.38%
Equity Ratio	30.00%	
Equity Dividend Rate	10.00%	
Equity Component		3.00%
Indicated Overall Rate (R_o)		7.38%

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Capitalization Rate Conclusion

We considered OARs indicated by sales of comparable properties, sales data from CoStar and the HFF First Quarter 2019 (Investment-Grade), and the opinions of brokers, owners, and prospective purchasers. The indications from these various sources are:

CAPITALIZATION RATE SUMMARY	
Comparable Sales	6.50% to 8.60%
CoStar Sales Average (2018 to Present)	6.90%
HFF-2019 First Quarter	5.00% to 6.50%
Market Participants	7.00% to 8.00%
Band-of-Investment	7.38%
Conclusion	8.00%

Compiled by Cushman & Wakefield of Massachusetts, Inc.

We believe that data derived from our discussions with market participants most clearly reflects current market parameters. Given the property attributes and prevailing market return rates, we conclude that a 8.00 percent OAR is applicable to the subject NOI forecast and is reasonable given the subject's location and lack of competition and the overall risk.

Direct Capitalization Method Conclusion

In the Direct Capitalization Method, we developed an opinion of market value by dividing year one net operating income by our selected overall capitalization rate. Our conclusion using the Direct Capitalization Method is as follows:

DIRECT CAPITALIZATION METHOD		
Market Value As-Is		
NET OPERATING INCOME	\$334,108	\$954.59
Sensitivity Analysis (0.50% OAR Spread)	Value	\$/Space
Based on Low-Range of 7.50%	\$4,454,773	\$12,727.92
Based on Most Probable Range of 8.00%	\$4,176,350	\$11,932.43
Based on High-Range of 8.50%	\$3,930,682	\$11,230.52
Indicated Value	\$4,176,350	\$11,932.43
Rounded to nearest \$50,000	\$4,200,000	\$12,000.00

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Reconciliation and Final Value Opinion

Valuation Methodology Review and Reconciliation

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value. The exclusion of this approach to value does not reduce the credibility of the assignment results.

The approaches indicated the following:

FINAL VALUE RECONCILIATION		
	Market Value As-Is	Per Space
Date of Value	March 8, 2019	
Sales Comparison Approach		
NOI Multiplier	\$4,450,000	\$12,714
Conclusion	\$4,450,000	\$12,714
Income Capitalization Approach		
Conclusion	\$4,200,000	\$12,000
Final Value Conclusion	\$4,200,000	\$12,000

Compiled by Cushman & Wakefield of Massachusetts, Inc.

We gave sole weight to the Income Capitalization Approach because this mirrors the methodology used by purchasers of this property type. The Direct Capitalization Method within the Income Capitalization Approach is the most appropriate based on its stabilized income levels. We have given consideration to the Sales Comparison Approach as a check-of-reasonableness only due to the lack of any true comparable sales in the local or regional market. Because of this we only provided a general discussion of the sale comparables and developed the NOI Multiplier method.

Value Conclusions			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Market Value As-Is	Fee Simple	March 8, 2019	\$4,200,000

Compiled by Cushman & Wakefield of Massachusetts, Inc.

**The value opinion includes \$135,000 of personal property.*

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

This appraisal does not employ any extraordinary assumptions.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Exposure Time and Marketing Time

Based on our review of national investor surveys, discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded within this report would have been approximately nine (9) months. This assumes an active and professional marketing plan would have been employed by the current owner.

We believe, based on the assumptions employed in our analysis, as well as our selection of investment parameters for the subject, that our value conclusion represents a price achievable within nine (9) months.

Assumptions and Limiting Conditions

"Report" means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

"Property" means the subject of the Report.

"Cushman & Wakefield" means Cushman & Wakefield, Inc. or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of Cushman & Wakefield who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
- The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Cushman & Wakefield shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Cushman & Wakefield any inaccuracies or errors that it believes are contained in the Report.
- The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
- The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analyses. Publication of the Report or any portion thereof without the prior written consent of Cushman & Wakefield is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Cushman & Wakefield's prior written consent. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Cushman & Wakefield in writing to use or rely thereon, hereby agrees to indemnify and hold Cushman & Wakefield, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).
- Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
- The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
- The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Cushman & Wakefield assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity or completeness of lease information provided by others. Cushman & Wakefield recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

- The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Cushman & Wakefield make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials that may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Cushman & Wakefield recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
- Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Cushman & Wakefield recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.
- If the Report is submitted to a lender or investor with the prior approval of Cushman & Wakefield, such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this Report.
- In the event of a claim against Cushman & Wakefield or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by Cushman & Wakefield or its affiliates for this Report and under no circumstances shall any claim for consequential damages be made.
- If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Cushman & Wakefield, its employees and the Appraiser have no liability to such recipients. Cushman & Wakefield disclaims any and all liability to any party other than the party that retained Cushman & Wakefield to prepare the Report.
- Unless otherwise noted, we were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
- Unless otherwise noted, we were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
- Unless otherwise noted, we were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
- Unless otherwise noted, we observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
- Unless otherwise noted, we did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
- By use of this Report each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Sean T. Finnerty and Robert N. Skinner, MAI, MRICS did make a personal inspection of the property that is the subject of this report.
- Sean T. Finnerty has not provided prior services, as an appraiser or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- Robert N. Skinner, MAI, MRICS has not provided prior services, as an appraiser or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the persons signing this report.
- As of the date of this report, Robert N. Skinner, MAI, MRICS has completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, Sean T. Finnerty has completed all the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

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Addenda Contents

Addendum A:	Glossary of Terms & Definitions
Addendum B:	Engagement Letter
Addendum C:	Property Information
Addendum D:	Improved Sales Datasheets
Addendum E:	Qualifications of the Appraisers

Addendum A:

Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2015), published by the Appraisal Institute, Chicago, IL, as well as other sources.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

Cash Equivalency

An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.

Depreciation

1. In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method.

Disposition Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. In the case of Disposition value, the seller would be acting under compulsion within a limited future marketing period.

Ellwood Formula

A yield capitalization method that provides a formulaic solution for developing a capitalization rate for various combinations of equity yields and mortgage terms.

The formula is applicable only to properties with stable or stabilized income streams and properties with income streams expected to change according to the J- or K-factor pattern. The formula is

$$RO = [YE - M (YE + P \frac{1}{S} n - RM) - \Delta O \frac{1}{S} n] / [1 + \Delta I J]$$

where

RO = Overall Capitalization Rate

YE = Equity Yield Rate

M = Loan-to-Value Ratio

P = Percentage of Loan Paid Off

$\frac{1}{S} n$ = Sinking Fund Factor at the Equity Yield Rate

RM = Mortgage Capitalization Rate

ΔO = Change in Total Property Value

ΔI = Total Ratio Change in Income

J = J Factor

Also called mortgage-equity formula.

Exposure Time

1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. See also marketing time.

Extraordinary Assumption

An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Insurable Replacement Cost/Insurable Value

A type of value for insurance purposes.

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest

The tenant's possessory interest created by a lease. See also negative leasehold; positive leasehold.

Liquidation Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a severely limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- The buyer is acting in what he or she considers his or her best interest.
- A limited marketing effort and time will be allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. Under market value, the seller would be acting in his or her own best interests. The seller would be acting prudently and knowledgeably, assuming the price is not affected by undue stimulus or atypical motivation. In the case of liquidation value, the seller would be acting under extreme compulsion within a severely limited future marketing period.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Market Value

As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) See also exposure time.

Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Prospective Value upon Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

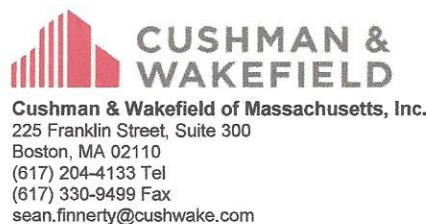
¹ "Interagency Appraisal and Evaluation Guidelines." Federal Register 75:237 (December 10, 2010) p. 77472.

Special, Unusual, or Extraordinary Assumptions

Before completing the acquisition of a property, a prudent purchaser in the market typically exercises due diligence by making customary enquiries about the property. It is normal for a Valuer to make assumptions as to the most likely outcome of this due diligence process and to rely on actual information regarding such matters as provided by the client. Special, unusual, or extraordinary assumptions may be any additional assumptions relating to matters covered in the due diligence process, or may relate to other issues, such as the identity of the purchaser, the physical state of the property, the presence of environmental pollutants (e.g., ground water contamination), or the ability to redevelop the property.

Addendum B: Engagement Letter

Sean T. Finnerty
Senior Director



March 5, 2019

Mr. Thomas A. Toye, III
President
TOYE AIRPORT PARK, LLC
P.O. Box 6285
Cape Elizabeth, ME 04107

Re:

992, 1008, 1020, and 1024 Airport Boulevard (Parcel A)
Jetport Boulevard 210A-A006-001 (Parcel C)
1060 Westbrook Street (Parcel D)
Portland, ME

Dear Mr. Toye:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties to This Agreement: Cushman & Wakefield of Massachusetts, Inc. ("C&W") and TOYE AIRPORT PARK, LLC (the "Client").

Intended Users: The appraisal will be prepared for the Client and is intended only for the use specified below. The client may share the appraisal with the FAA for informational purposes only, without reliance and without liability to Cushman & Wakefield. The Client agrees that there are no other Intended Users.

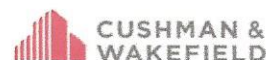
Intended Use: Internal review by the Client.

Type of Opinion and Rights Appraised: Market value of the Fee Simple Interest

Date of Value: • Date of inspection

Subject of the Assignment and Relevant Characteristics: The property to be appraised consists of four parcels of land in the Jetport. Parcels A&B are improved with a parking lot and Parcels C & D are vacant developable land.

Assignment Conditions: This appraisal may incorporate certain extraordinary assumptions and/or hypothetical conditions in order to produce certain assignment results.



II. ANTICIPATED SCOPE OF WORK

USPAP Compliance:

C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
 - Sales Comparison Approach
 - Income Capitalization Approach

III. REPORTING AND DISCLOSURE

Scope of Work Disclosure:

The actual Scope of Work will be reported within the report.

Reporting Option:

The appraisals will be communicated in two Appraisal Reports.

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee:

All invoices are due upon receipt. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Additional Expenses:

Fee quoted is inclusive of expenses related to the preparation of the report.

Retainer:

A retainer of 50% is required for this assignment in order to commence work.

Report Copies:

The final report will be delivered in electronic format. Up to two hard copies will be provided upon request.

Start Date:

The appraisal process will initiate upon receipt of signed agreement, applicable retainer, and the receipt of the property-specific data.

Acceptance Date:

This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

Final Report Delivery:

March 29, 2019, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable upon delivery of the report.

Changes to Agreement: The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

Prior Services Disclosure: USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) has not provided prior services within the designated time frame.

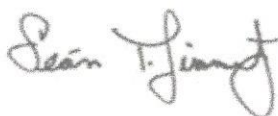
Future Marketing Disclosure: Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.

Conflicts of Interest: C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment, we reserve the right to withdraw from the assignment without penalty.

Further Conditions of Engagement: The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,
CUSHMAN & WAKEFIELD OF MASSACHUSETTS, INC.



Sean T. Finnerty
Senior Director

AGREED:
CLIENT: Toye Airport Park, LLC

By:

Name:

Title:

E-mail Address:

Phone Number:

Date:

TToye3@AOL.COM

305-450-2552

Information Needed to Complete the Assignment

We understand that you will provide the following information for our review.

- Site contact for the inspection
- All site plans
- Supplemental Standards, if applicable (applies only to government agencies, government sponsored entities, other entities that establish public policy)
- Additional Information to be considered in the appraisal

CONDITIONS OF ENGAGEMENT

- 1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.
- 2) Federal banking regulations require banks and savings and loan associations to employ appraisers where a FIRREA compliant appraisal must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions, including mortgage bankers/brokers. Because of that requirement, an appraisal, if ordered independent of a financial institution or agent, may not be accepted by a federally regulated financial institution. The appraisal prepared pursuant to this Engagement will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the Standards of Professional Practice and the Code of Ethics of the Appraisal Institute.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.
- 5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.
- 6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.
- 7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.
- 8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential damages be made.
- 10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.
- 11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.

Addendum C: Property Information

0088366

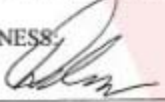
BK16971PG184

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, that **TOYE AIRPORT PARK, LLC**, a Maine limited liability company with a place of business in Cape Elizabeth, in the County of Cumberland and State of Maine, for consideration paid, grants to the **CITY OF PORTLAND**, a municipal corporation with a place of business at 389 Congress Street, Portland, Maine 04101, with **WARRANTY COVENANTS** the land, together with any improvements thereon, located in the City of Portland, County of Cumberland and State of Maine, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

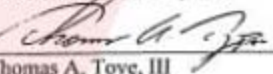
IN WITNESS WHEREOF, the said TOYE AIRPORT PARK, LLC has caused this instrument to be signed this 16th day of November, 2001.

WITNESS:



TOYE AIRPORT PARK, LLC

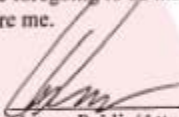
By:


Thomas A. Toye, III
Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

November 16, 2001

Personally appeared the above-named Thomas A. Toye, III, sole member of said limited liability company and acknowledged the foregoing to be his free act and deed, and the deed of said limited liability company, before me.


Notary Public/Attorney at Law
Drew A. ANDERSON
Printed Name

**EXHIBIT A
TO
WARRANTY DEED**

Parcel One:

A certain lot or parcel of land situated on the westerly side, but not adjacent to, Westbrook Street in the City of Portland, County of Cumberland, State of Maine, being a portion of the premises depicted on a plan of land titled "Survey Plot Plan to be Conveyed" for Dufresne-Henry, dated through November 15, 2001 by Sebago Technics, Inc. (the "Plan"), said parcel being more particularly bounded and described as follows:

Beginning at a capped 5/8 inch iron rebar found at the southwesterly corner of parcel herein described at the northeasterly corner of land now or formerly of the City of Portland as shown on the Plan;

Thence N 08°-54'-54" W, by and along said City of Portland, a distance of 50.00 feet to a point;

Thence S 33°-05'-10" E, passing through land of the Grantor, a distance of 15.00 feet to a point;

Thence S 83°-28'-06" E, passing through land of the Grantor, a distance of 54.58 feet to a point in the northerly line of said City of Portland, said point lies S 60°-44'-36" W, 44.00 feet from a capped 5/8 inch iron rebar found on the westerly side of said Westbrook Street;

Thence S 60°-44'-36" W, by and along said City of Portland, a distance of 62.65 feet to the point of beginning.

Meaning and intending to describe a certain parcel of land containing 1,153 square feet, more or less, being "Area A to be Conveyed" as shown on the Plan.

The above-described parcel being a portion of the premises described in a deed from Thomas A. Toye, III to Toye Airport Park, LLC, dated January 8, 2001 and recorded in said Registry of Deeds in Book 15957, Page 160.

Together with a construction easement over lands of Toye Airport Park, LLC ("Toye") being described as follows:

Beginning at a 5/8 inch capped iron rebar set on the westerly side of Westbrook Street, at land now or formerly of the City of Portland.

Thence S 60°-44'-36" W, by and along said City of Portland, a distance of 44.00 feet to a point;

Thence N 83°-28'-06" W, by and along the above described lot, a distance of 54.58 feet to an angle point;

Thence N 33°-05'-10" W, by and along said above described lot, a distance of 15.00 feet to a point on the easterly line of said City of Portland;

Thence N 08°-54'-54" W, by and along said City of Portland, a distance of 3.97 feet to a point;

Thence S 89°-59'-57" E, passing through land of Toye, a distance of 67.72 feet to an angle point;

Thence N 56°-56'-23" E, passing through land of Toye, a distance of 36.27 feet to a point on the westerly side of said Westbrook Street;

Thence S 08°-54'-54" E, by and along said Westbrook Street, a distance of 21.24 feet to the point of beginning.

The above-described construction easement being a portion of the premises described in a deed from Thomas A. Toye, III to Toye Airport Park, LLC, dated January 8, 2001 and recorded in said Registry of Deeds in Book 15957, Page 160.

The construction easement shall expire on the earlier to occur of (i) completion of site work in "Area A to be Conveyed" as shown on the Plan, or (ii) June 30, 2003.

Parcel Two:

A certain lot or parcel of land situated on the westerly side of, but not adjacent to, Westbrook Street in the City of Portland, County of Cumberland, State of Maine, being a portion of the premises depicted on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc., dated through September 21, 2001 by Sebago Technics, Inc. (the "Plan"), said parcel being more particularly bounded and described as follows:

Beginning at a capped 5/8 inch rebar at the southeasterly corner of land now or formerly of the City of Portland by deed recorded in the Cumberland County Registry of Deeds in Book 9492, Page 231;

Thence N 50°-07'-57" E, by and along land now or formerly of Toye Realty Holdings, LLC by deed recorded at said Registry in Book 14717, Page 316, being more particularly depicted as Area "B" to be conveyed as shown on the Plan, a distance of 28.00 feet to a point at land of the Grantor;

Thence S 52°-10'-08" E, passing through land of the Grantor, a distance of 37.91 feet to a point on the northerly side of other land now or formerly of the City of Portland by deed recorded in said Registry of Deeds in Book 3009, Page 666;

Thence S 81°-02'-29" W, by and along said other land of the City of Portland, a distance of 72.11 feet to a point;

Thence N 50°-07'-57" E, by and along first mentioned land of the City of Portland, a distance of 25.79 feet to the point of beginning.

Meaning and intending to describe a certain parcel of land containing 996 square feet, more or less, being "Area C to be Conveyed" as shown on the Plan.

The above-described property being a portion of the premises described in a deed from Thomas A. Toye, III to Toye Airport Park, LLC by deed dated January 8, 2001 and recorded in said Registry of Deeds in Book 15957, Page 160.

For further reference a reduced copy of the Plans attached hereto as Exhibits B and B-1.

S:\T\Toye\09 Deed-Airport Park - Areas A & C & Enc doc

BK 16971 PG 189

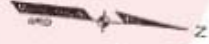
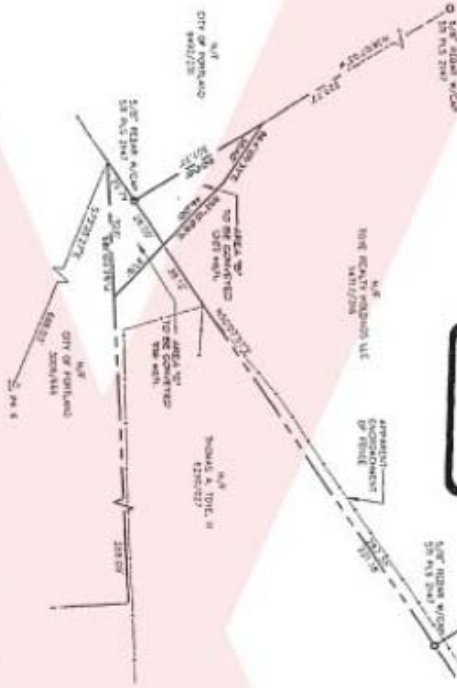


EXHIBIT
B-1



0088368

BK 16971 PG 193

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, a body politic and corporate in the County of Cumberland, State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration paid by Toye Airport Park, LLC, with a mailing address of P.O. Box 266, Cape Elizabeth, County of Cumberland, State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim to the said Toye Airport Park, LLC, its successors and assigns, a certain lot or parcel of land described in Exhibit A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said City of Portland has hereunto caused this instrument to be signed by Joseph E. Gray, Jr., its duly authorized City Manager, this 16th day of November, 2001

CITY OF PORTLAND

Elizabeth L. Bagerton
Witness

By: Joseph E. Gray, Jr.
City Manager

11-16-01

STATE OF MAINE
CUMBERLAND, ss. [Date]

Personally appeared the above-named Joseph E. Gray, Jr. in his capacity as the City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Portland.

Before me,

Donna M. Katsafias
Notary Public/Attorney at Law

Donna M. Katsafias
Printed Name

Office: Elizabeth Toye D&L

EXHIBIT A

Parcel 1:

A certain lot or parcel of land situated on the westerly side of, but not adjacent to, Westbrook Street, in the City of Portland, County of Cumberland, State of Maine, and being depicted as "Area to be Conveyed to Thomas Toye III" on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc., dated through November 15, 2001 by Sebago Technics, Inc., said parcel being more particularly bounded and described as follows:

Beginning at the northwesterly corner of land now or formerly of Toye Airport Park LLC, by deed recorded at the Cumberland County Registry of Deeds in Book 15957, Page 160, at land of the Grantor;

Thence S 08° 54' 54" E, by and along said land of Toye Airport Park, LLC, a distance of 17.43 feet to a point;

Thence N 7½° 54' 06" W, passing through land of the Grantor, a distance of 50.84 feet to a point in the southerly line of other land of Thomas A. Toye III recorded in Book 6290, Page 27;

Thence N 81° 02' 37" E, by and along said other lands of Toye, a distance of 47.77 feet to the point of beginning.

Meaning and intending to describe a certain triangular parcel of land containing 416 square feet, more or less, and depicted as "Area to be Conveyed to Thomas Toye III" on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc. dated through 11-15-01, by Sebago Technics, Inc.

The above-described parcel being a portion of the premises described in a deed from Bertram J. Fairweather to City of Portland dated June 19, 1967 and recorded in the Cumberland County Registry of Deeds, Book 3007, Page 617, and by deed from Bertram J. Fairweather to City of Portland dated August 30, 1967 and recorded in the Cumberland County Registry of Deeds, Book 3009, Page 666.

Bearings referenced herein are based on Grid North.

Parcel 2:

A certain lot or parcel of land located on the westerly side of Westbrook Street, in the City of Portland, County of Cumberland, State of Maine, being shown as "Area to be Conveyed to Thomas Toye III" on a plan of land titled "Survey Plot Plan or Land to be Conveyed" for Dufresne-Henry, Inc. dated through 11-15-01 by Sebago Technics, Inc., said parcel being more particularly bounded and described as follows:

Beginning at a 5/8-inch capped iron rebar at the southeasterly corner of land now or formerly of Thomas A. Toye III by deed recorded at the Cumberland County Registry of Deeds in Book 10097, Page 17;

Thence S 08°-54'-54" E, by and along said Westbrook Street, a distance of 11.71 feet to a point;

Thence S 55°-13'-45" W, passing through land of the Grantor, a distance of 21.88 feet to a point;

Thence N 83°-28'-06" W, passing through land of the Grantor, a distance of 22.38 feet to a point on the southerly line of said land of Toye, said point being the easterly corner of "Area A to be Conveyed";

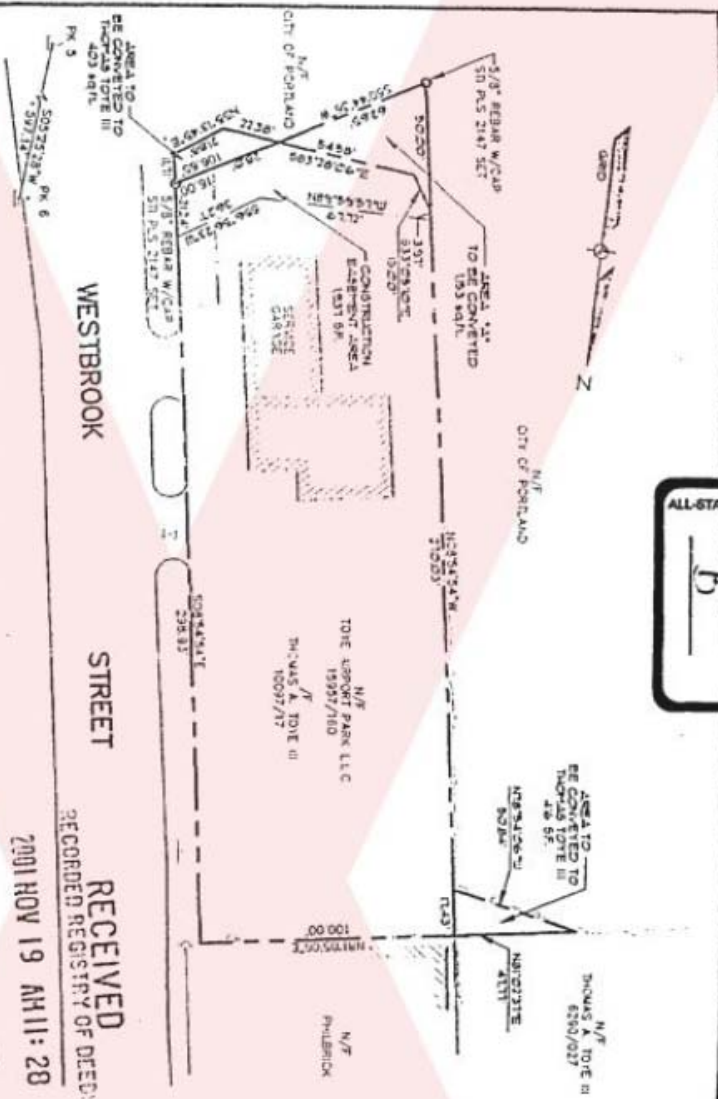
Thence N 60°-44'-36" E, by and along said Toye, a distance of 44.00 feet to the point of beginning.

Meaning and intending to describe a certain lot or parcel of land containing 403 square feet, more or less, and being shown as "Land to be Conveyed to Thomas Toye III" on a plan of land titled "Survey Plot Plan of Land to be Conveyed" for Dufresne-Henry, Inc., dated through 11-15-01 by Sebago Technics, Inc.

The above described parcel being a portion of the premises described in a deed from Bertram J. Fairweather to City of Portland dated June 19, 1967 and recorded in the Cumberland County Registry of Deeds, Book 3007, Page 617, and by deed from Bertram J. Fairweather to City of Portland dated August 30, 1967 and recorded in the Cumberland County Registry of Deeds, Book 3009, Page 666, and by deed from Eleanor J. Nielson to City of Portland dated July 9, 1957 and recorded in the Cumberland County Registry of Deeds, Book 2361, Page 436.

Bearings referenced herein are based on Grid North.

For further reference, a reduced copy of the Plan is attached hereto as Exhibit B.



D	DCS	11-15-01	REVISE NORTHWESTERLY AREA
C	DCS	9-28-01	ADD AREA TO TOWN TOE II
B	DCS	9-21-01	REVISED PER CLIENT MODIFICATIONS
A	DCS	3-7-01	REVISED PER CLIENT COMMENTS

RECEIVED
RECORDED REGISTRY OF DEEDS
2001 NOV 19 AM 11:28
CUMBERLAND COUNTY
John B. Brown

Sabago Technics
Engineering & Planning for the Future
One Chubb Street
Westbrook, ME 04090-1339
Tel (207) 653-0337

SURVEY PLOT PLAN
OF:
LAND TO BE CONVEYED
WESTBROOK STREET
PORTLAND, MAINE
FOR:
DUFRESNE-HENRY, INC.
CONSULTING ENGINEERS
PORTLAND, ME 04101

DESIGN BY:	DCS
CHECKED BY:	DED
DATE:	1-30-01
SCALE:	1"=40'
FIELD BK:	245A-187
PROD. NO:	01045EC
DRAWING:	01045EC

SHEET 11-15-01

GENERAL NOTES

1. THE RECORD OWNER OF THE PROPERTY IS TONE AIRPORT, INC. BY DEED RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 15957 PAGE 150.
2. PLAN REFERENCES:
 - A) SITE PLAN OF THIRTY CAR PENTON, DATED THIRTY-ONE SEPTEMBER 21, 2001 BY DUFRESNE-HENRY, INC.
 - B) PHASE I PARKING GARAGE PORTLAND INTERNATIONAL AIRPORT, GENERAL LAYOUT PLAN DATED DECEMBER 15, 2000 BY HENRY.
 - C) PHASE I PARKING GARAGE PORTLAND INTERNATIONAL AIRPORT, THOMAS TOYE II PROPERTY TRANSFER PLAN DATED THIRTY-ONE SEPTEMBER 21, 2001 BY DUFRESNE-HENRY, INC.
3. THE PURPOSE OF THIS PLAN IS TO DEPICT A PROPOSED CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY TO AN ADJUTER. THE ABOVE DESCRIBED ADJUTER BEING PORTLAND.
4. THIS PLAN IS BASED UPON A STANDARD BOUNDARY SURVEY PERFORMED IN CONFORMANCE WITH THE STATE OF MAINE LICENSED SURVEYOR FOR PROFESSIONAL LAND SURVEYORS CATEGORY B, WITH THE EXCEPTION THAT NO UPDATED RECONSTRUCTION OF THE PROPERTY HAS BEEN PROVIDED. NO NEW RECONSTRUCTION HAS BEEN PROVIDED.
5. THIS PLAN IS SUBJECT TO CHANGE UPON RECEIPT AND REVISION OF THE COMMENT.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	SETBACK	---
---	EASEMENT	---
---	IRON PIPE/ROD	---
---	CL/LI	---
---	CURVE/LINE NO.	---
---	BUILDING	---
---	SIGN	---
---	EDGE PAVEMENT	---
---	OVERHEAD	---
---	ELEC. & TEL.	---
---	GATE VALVE	---
---	UTILITY POLE	---
---	CHAIN LINK FENCE	---
---	PK BY OTHERS	---

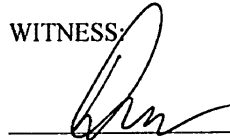
QUITCLAIM DEED WITHOUT COVENANT (RELEASE DEED)

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **THOMAS A. TOYE, III**, an individual, of Cape Elizabeth, County of Cumberland, State of Maine, for consideration paid, **RELEASES** to **TOYE AIRPORT PARK, LLC**, a Maine limited liability company with a place of business in Cape Elizabeth, County of Cumberland, State of Maine, whose mailing address is P.O. Box 266, Cape Elizabeth, Maine 04107, the land, together with any improvements thereon, located in the City of Portland, County of Cumberland and State of Maine, and being more particularly described in **Exhibit A** attached hereto and made a part hereof

IN WITNESS WHEREOF, the said THOMAS A. TOYE, III has signed this instrument this 8th day of January, 2001.

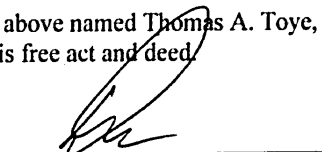
WITNESS:


Thomas A. Toye, III

STATE OF MAINE
COUNTY OF CUMBERLAND

January 8, 2001

Then personally appeared before me the above named Thomas A. Toye, III, and acknowledged the foregoing instrument to be his free act and deed.


Attorney at Law/Notary PublicThas A. Andrusa
Printed Name

**EXHIBIT A
TO
RELEASE DEED**

Four (4) certain lots or parcels of land bounded and described as follows:

PARCEL ONE:

A certain lot or parcel of land with the buildings thereon, situated in Portland, on the westerly side of Westbrook Street, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a stake on the west side of said Westbrook Street North four and one-half degrees East (N 4 ½° E) eight hundred six (806) feet from Abner Gould's corner; thence North seventy-four and one-half degrees West (N 74 ½° W) along the line of land now or formerly of Nellie R. Johnson one hundred six and fifty-seven hundredths (106.57) feet to a point; thence from said point North four and one-half degrees East (N 4 ½° E) and parallel with said Westbrook Street eighty-six (86) feet to a point; thence from said last mentioned point in an easterly direction and at right angles to the last described bound one hundred (100) feet to a point on the westerly side of Westbrook Street; thence from said point on the Westerly side of Westbrook Street South four and one-half degrees West (S 4 ½° W) along the side of said Westbrook Street fifty (50) feet to the point of beginning.

PARCEL TWO:

A certain lot or parcel of land, situated on the westerly side of Westbrook Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning on the westerly sideline of Westbrook Street at the northeasterly corner of land conveyed by Sarah D. Rich to Raymond L. Cousins, by deed dated August 28, 1922, and recorded in the Cumberland County Registry of Deeds in Book 1115, Page 5; thence northerly by the westerly sideline of Westbrook Street one hundred (100) feet to the southeasterly corner of land conveyed by Sarah D. Rich to Catherine M. Lindell, by deed dated September 28, 1929, and recorded in said Registry of Deeds in Book 1333, Page 260; thence westerly at right angles with Westbrook Street and by said Lindell land one hundred (100) feet to land conveyed by Sarah D. Rich to Isaac H. Fairweather; thence southerly parallel with Westbrook Street and by said Fairweather land one hundred (100) feet to the northwesterly corner of said Cousins land; thence easterly by said Cousins land and at right angles with Westbrook Street one hundred (100) feet to the point of beginning, containing 10,000 square feet, or less.

PARCEL THREE:

A certain lot or parcel of land, with the buildings thereon, situated on the westerly side of Westbrook Street, in Portland, in the County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at a point on said westerly side of Westbrook Street, distant northerly one hundred (100) feet from the point of intersection of said westerly side of Westbrook Street with the northerly sideline of a certain lot or parcel of land conveyed to Raymond L. Cousins by deed dated August 28, 1922, and recorded in said Registry of Deeds in Book 1115, Page 5; thence running northerly along said westerly side of Westbrook Street a distance of one hundred fifty (150) feet to a point; thence running westerly and along a line at right angles to said westerly side of Westbrook Street a distance of one hundred (100) feet to a point; thence running southerly and along a line parallel to said westerly sideline of said street a distance of one hundred fifty (150) feet to a point; thence running easterly and on a line again at right angles to said westerly side of said street a distance of one hundred (100) feet to a point of beginning.

PARCEL FOUR:

A certain lot or parcel of land, with the buildings thereon, situated in Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the westerly side of Westbrook Street, said point being distant northerly along said westerly side of said Westbrook Street 774.36 feet from the northerly terminus of the discontinuance of said Street by the County Commissioners as defined in Docket 1175 and dated January, 1957, on file in the office of said County Commissioners, Portland, Maine, said point being the northerly corner of land of the Norman Realty Holding Corporation; thence North eighty-two degrees forty-four minutes West (N 82° 44' W) by land of said Norman Realty Holding Corporation and at right angles to the said westerly sideline of said Westbrook Street a distance of 100.00 feet to a point; thence South seven degrees sixteen minutes West (S 7° 16' W) on a line parallel to and distant 100.00 feet westerly of the said westerly sideline of said Westbrook Street and at right angles to the last described course a distance of 100.00 feet to a point; thence North eighty-two degrees forty-four minutes West (N 82° 44' W) by land conveyed by Bertram J. Fairweather to the City of Portland by Warranty Deed dated August 30, 1967 and recorded in the Cumberland County Registry of Deeds in Book 3009, Page 666 and at right angles to the last-described course a distance of Four Hundred Seventy (470) Feet, more or less, to land as conveyed to John A. and Lorena A. Knight by deed dated May 26, 1955 and recorded in said Registry of Deeds in Book 2231, Page 116; thence North sixty-six degrees thirty-five and one-half minutes East (N 66° 35½' E) by land now or formerly of said Knight a distance of Five Hundred Twelve and One-Half (512½) Feet to a point;

thence North eighty-one degrees fifty-two and one-half minutes East (N 81° 52½' E) by land of said Knight a distance of one hundred thirty-four (134) feet, more or less, to the westerly sideline of said Westbrook Street; thence South seven degrees sixteen minutes West (S 7° 16' W) by the westerly sideline of said Westbrook Street a distance of One Hundred Ninety-Seven (197) Feet, more or less, to said land of said Norman Realty Holding Corporation and the point of beginning, containing 1.78 acres, more or less.

Together with a right-of-way fifteen (15) feet in width lying to the west of a line distant 100.00 feet westerly and parallel to the said westerly sideline of said Westbrook Street and to extend Two Hundred Twenty-Five (225) Feet to the south from the most southerly boundary line of the parcel above described and conveyed to the Grantee, within which a septic tank effluent drain may be maintained, repaired and replaced so long as said drain may be needed to serve the premises herein described and conveyed to the Grantee.

Also the Grantor herein conveys and assigns to the Grantee any rights he may have as a result of the provision in the deed from Bertram J. Fairweather to the City of Portland, dated August 30, 1967 and recorded in said Registry of Deeds in Book 3009, Page 666, whereby the City of Portland agreed that should there be constructed within a period of not more than ten (10) years from the date of said deed, a public airport access road, crossing the land therein conveyed to the City to a point on Congress Street; said City will convey to the assigns of the Grantor a right-of-way twenty (20) feet in width extending from the land herein above conveyed to this Grantee in a location lying to the South of the division line between the land now or formerly of John A. and Lorena A. Knight and extending in a westerly direction by said division line to the easterly sideline of said future airport access road, it being understood and agreed that such a right-of-way when granted shall be for the purpose of travel only and for no other purpose and that no building, structure or other encumbrance of any nature shall be placed, erected or maintained therein.

The above-described premises were conveyed to Isaac H. Fairweather by Sarah D. Rich, by deed dated March 1, 1921 and recorded in said Registry of Deeds in Book 1071, Page 190. Upon the death of Isaac H. Fairweather said premises were devised by him by his Last Will and Testament, an abstract of which is recorded in said Registry of Deeds in Book 1970, Page 386, in equal shares, to the said Fairweather and his sister, Theresa M. Boyle who conveyed her interest therein to the said Fairweather by deed dated September 1, 1950 and recorded in said Registry of Deeds in Book 2015, Page 405. Reference is made to the same of which the foregoing is a portion.

The above-described premises together with the rights of way are all and the same as reserved and covenanted by said Fairweather and City of Portland in the aforesaid 1967 deed between said parties.

Meaning and intending to convey and hereby conveying the same premises conveyed to Thomas A. Toye, III by Quitclaim Deed of Barbara W. Toye, dated May 28, 1992 and recorded in said Registry of Deeds in Book 10097, Page 17.

SATVToyt09\Deed to Toye Airport Park, LLC.DOC

5

RECEIVED
RECORDED REGISTRY OF DEEDS
2001 JAN 12 AM 10:16
CUMBERLAND COUNTY
John B. O'Brien

Total Passengers

Due to HIGH VOLUME Passengers should use the Discount Lot (Pink Lot) located at **150 District Road, Portland, ME.**

\$10/Day - Credit Card Only - FREE Shuttle Bus runs every 20 minutes.

YEAR	TOTAL PASSENGERS
2004	1,365,078
2005	1,455,925
2006	1,410,484
2007	1,650,581
2008	1,762,925
2009	1,736,941
2010	1,707,426
2011	1,674,814
2012	1,671,826
2013	1,675,978
2014	1,667,734
2015	1,728,746
2016	1,785,649
2017	1,862,213
2018	2,134,430

2019 Statistics

2018 Statistics

Daily Trend Report for Park N Jet - Portland

2018-01-01 00:00:00 to 2018-01-31 23:59:59 vs. 2019-01-01 00:00:00 to 2019-01-31 23:59:59

2018-01-01 00:00:00 to 2018-01-31 23:59:59											2019-01-01 00:00:00 to 2019-01-31 23:59:59										
Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total	Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total
01/01/18	111	10	18	0	-30.00	0.00	1774.00	227.00	0.00	2001.00	01/01/19	109	6	29	0	-51.20	0.00	2816.80	83.00	0.00	2899.80
01/02/18	103	21	27	0	-15.60	-36.00	2820.40	197.00	0.00	3017.40	01/02/19	85	11	20	0	-14.20	-62.00	1971.80	97.00	0.00	2066.80
01/03/18	97	35	23	0	-17.20	-94.00	2178.80	173.00	0.00	2351.80	01/03/19	77	6	17	0	-45.60	0.00	1778.40	135.00	0.00	1913.40
01/04/18	109	4	3	0	0.00	0.00	336.00	18.00	0.00	354.00	01/04/19	66	23	14	0	0.00	0.00	1532.00	12.00	0.00	1544.00
01/05/18	110	10	26	0	0.00	-44.00	1868.00	125.00	0.00	1993.00	01/05/19	75	11	15	0	0.00	-96.00	1162.00	125.00	0.00	1307.00
01/06/18	94	26	33	0	-24.00	-36.00	1788.00	40.00	0.00	1828.00	01/06/19	71	23	9	0	0.00	0.00	990.00	10.00	0.00	940.00
01/07/18	86	16	14	0	0.00	0.00	1524.00	80.00	0.00	1604.00	01/07/19	84	41	17	0	-18.00	-68.00	1424.00	0.00	0.00	1424.00
01/08/18	89	35	20	0	0.00	-16.00	1704.00	30.00	0.00	1734.00	01/08/19	109	21	6	0	0.00	0.00	556.00	40.00	0.00	596.00
01/09/18	103	23	19	0	0.00	0.00	1308.00	214.00	0.00	1522.00	01/09/19	124	23	19	0	0.00	0.00	890.00	30.00	0.00	920.00
01/10/18	107	24	19	0	0.00	0.00	1040.00	93.00	0.00	1133.00	01/10/19	128	14	32	0	-7.20	-26.00	2320.80	47.00	0.00	2367.80
01/11/18	113	30	17	0	0.00	-4.00	1080.00	70.00	0.00	1150.00	01/11/19	110	18	37	0	-23.20	-63.00	2245.80	78.00	0.00	2323.80
01/12/18	126	27	21	0	-12.00	-4.00	1024.00	199.00	0.00	1223.00	01/12/19	91	18	14	0	0.00	0.00	1148.00	125.00	0.00	1273.00
01/13/18	132	15	27	0	-9.60	-144.00	1622.40	252.50	0.00	1874.90	01/13/19	95	22	17	0	0.00	0.00	1148.00	32.00	0.00	1180.00
01/14/18	120	12	28	0	0.00	-12.00	2184.00	200.00	0.00	2384.00	01/14/19	100	47	19	0	0.00	0.00	1884.00	0.00	0.00	1884.00
01/15/18	104	31	23	0	0.00	-50.00	1402.00	86.00	0.00	1488.00	01/15/19	128	28	28	0	-8.40	-26.00	2207.60	30.00	0.00	2237.60
01/16/18	112	24	18	0	-36.00	-20.00	952.00	165.00	0.00	1137.00	01/16/19	128	43	24	0	-40.60	0.00	1933.40	56.00	0.00	1989.40
01/17/18	118	17	14	0	0.00	-34.00	752.00	22.00	0.00	774.00	01/17/19	147	32	35	0	0.00	-36.00	1978.00	78.00	0.00	2056.00
01/18/18	121	20	22	0	0.00	0.00	1476.00	82.00	0.00	1558.00	01/18/19	144	34	46	0	-8.40	-28.00	2785.60	136.00	0.00	2921.60
01/19/18	119	42	32	0	-4.80	-46.00	2037.20	242.00	0.00	2279.20	01/19/19	132	18	15	0	0.00	0.00	1422.00	142.00	0.00	1564.00
01/20/18	129	22	26	0	-9.60	-12.00	2162.40	130.00	0.00	2292.40	01/20/19	135	2	4	0	0.00	0.00	434.00	20.00	0.00	454.00
01/21/18	124	14	28	0	0.00	-38.00	1678.00	124.50	0.00	1802.50	01/21/19	133	28	34	0	-15.40	0.00	3030.60	65.00	0.00	3095.60
01/22/18	111	36	24	0	0.00	-24.00	1440.00	252.00	0.00	1692.00	01/22/19	127	42	35	0	-26.60	-84.00	2731.40	20.00	0.00	2751.40
01/23/18	123	25	21	0	0.00	-8.00	1496.00	128.00	0.00	1624.00	01/23/19	135	47	28	0	-37.80	-56.00	2476.20	132.00	0.00	2608.20
01/24/18	127	25	16	0	-48.00	0.00	900.00	115.00	0.00	1015.00	01/24/19	154	28	38	0	-43.40	-70.00	2720.60	58.00	0.00	2778.60
01/25/18	136	18	24	0	0.00	0.00	1626.00	165.00	0.00	1791.00	01/25/19	144	27	32	0	-28.00	-28.00	2454.00	197.00	0.00	2651.00
01/26/18	130	24	33	0	0.00	0.00	2232.00	219.50	0.00	2451.50	01/26/19	139	15	38	0	-2.80	0.00	2643.20	20.00	0.00	2663.20
01/27/18	121	19	19	0	-1.20	0.00	1514.80	168.00	0.00	1682.80	01/27/19	116	15	34	1	0.00	-36.00	2512.00	274.00	0.00	2786.00
01/28/18	122	16	30	1	-48.00	-12.00	1704.00	14.00	0.00	1718.00	01/28/19	97	38	24	0	0.00	-56.00	1890.00	40.00	0.00	1930.00
01/29/18	108	23	17	0	-6.00	0.00	1502.00	53.00	0.00	1555.00	01/29/19	111	35	18	0	-5.60	0.00	1042.40	40.00	0.00	1082.40
01/30/18	114	23	13	0	0.00	0.00	876.00	20.00	0.00	896.00	01/30/19	128	15	25	0	-58.80	0.00	1951.20	10.00	0.00	1961.20
01/31/18	124	16	20	0	0.00	0.00	2084.00	98.50	0.00	2182.50	01/31/19	117	36	33	0	-16.80	0.00	2139.20	0.00	0.00	2139.20
3543	663	675	1		-292.00	-634.00	48086.00	4023.00	0.00	52109.00	3539	767	756	1		-452.00	-753.00	58179.00	2132.00	0.00	60311.00

	2018	2019	Change
Pkg Net.	\$48086.00	\$58179.00	20.99%
Total	\$52109.00	\$60311.00	15.74%
Closed	675	756	12.00%

Daily Trend Report for Park N Jet - Portland

2018-02-01 00:00:00 to 2018-02-28 23:59:59 vs. 2019-02-01 00:00:00 to 2019-02-28 23:59:59

2018-02-01 00:00:00 to 2018-02-28 23:59:59											2019-02-01 00:00:00 to 2019-02-28 23:59:59										
Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total	Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total
02/01/18	120	26	25	0	0.00	0.00	1328.00	213.00	0.00	1541.00	02/01/19	121	26	28	0	-14.00	0.00	2018.00	40.00	0.00	2058.00
02/02/18	121	32	23	0	-42.00	-12.00	1670.00	213.50	0.00	1883.50	02/02/19	119	24	26	0	-11.20	-14.00	2412.80	162.00	0.00	2574.80
02/03/18	130	30	18	0	-8.40	-60.00	1391.60	153.00	0.00	1544.60	02/03/19	117	21	13	0	0.00	0.00	930.00	40.00	0.00	970.00
02/04/18	142	13	25	0	-18.00	-12.00	1622.00	118.00	0.00	1740.00	02/04/19	125	54	29	0	0.00	-42.00	2206.00	72.00	0.00	2278.00
02/05/18	130	31	21	0	-4.80	0.00	1451.20	40.00	0.00	1491.20	02/05/19	150	53	25	0	-25.20	-28.00	2046.80	76.00	0.00	2122.80
02/06/18	140	28	32	0	-72.00	-36.00	2040.00	54.00	0.00	2094.00	02/06/19	178	38	40	0	0.00	-42.00	1750.00	38.00	0.00	1788.00
02/07/18	136	14	7	0	0.00	-12.00	200.00	20.00	0.00	220.00	02/07/19	176	25	39	0	-40.60	-98.00	2233.40	80.00	0.00	2313.40
02/08/18	143	25	32	0	-10.40	-16.00	2137.60	92.50	0.00	2230.10	02/08/19	161	33	55	0	-39.20	-14.00	3558.80	130.00	0.00	3688.80
02/09/18	136	26	35	0	-6.00	-12.00	2686.00	350.00	0.00	3036.00	02/09/19	140	18	27	0	-36.40	-132.00	2075.60	110.00	0.00	2185.60
02/10/18	127	20	23	0	-22.40	-12.00	2037.60	50.00	0.00	2087.60	02/10/19	131	25	26	0	-63.00	0.00	2457.00	60.00	0.00	2517.00
02/11/18	124	20	23	0	0.00	-12.00	1960.00	177.00	0.00	2137.00	02/11/19	130	57	38	0	0.00	-42.00	2646.00	157.00	0.00	2803.00
02/12/18	121	32	19	0	-21.60	-48.00	1070.40	70.00	0.00	1140.40	02/12/19	149	34	13	0	0.00	-42.00	952.00	144.00	0.00	1109.00
02/13/18	134	18	26	0	0.00	-44.00	1812.00	216.50	0.00	2028.50	02/13/19	170	17	39	0	-28.00	-26.00	3400.00	30.00	0.00	3544.00
02/14/18	126	37	22	0	0.00	-4.00	1188.00	132.00	0.00	1320.00	02/14/19	148	34	37	0	-18.20	-70.00	2321.80	74.00	0.00	2393.00
02/15/18	141	29	27	0	0.00	-4.00	1608.00	194.50	0.00	1802.50	02/15/19	145	21	30	0	0.00	-28.00	2060.00	62.00	0.00	2096.20
02/16/18	143	32	15	0	0.00	0.00	856.00	56.00	0.00	914.00	02/16/19	136	18	26	0	-37.80	0.00	2331.00	50.00	0.00	2356.20
02/17/18	160	29	16	0	-90.00	-12.00	1162.00	130.00	0.00	1292.00	02/17/19	128	40	20	0	-35.00	-66.00	1715.00	20.00	0.00	1735.00
02/18/18	173	34	38	0	0.00	-46.00	2542.00	252.00	0.00	2794.00	02/18/19	148	50	25	0	-58.80	-28.00	1691.20	12.00	0.00	1703.20
02/19/18	169	35	31	0	0.00	-34.00	2200.00	98.00	0.00	2298.00	02/19/19	172	46	21	0	-54.60	-98.00	1793.40	129.00	0.00	1922.40
02/20/18	173	28	17	0	-8.00	0.00	1044.00	20.00	0.00	1064.00	02/20/19	198	33	29	0	-35.00	-14.00	3051.00	70.00	0.00	3121.00
02/21/18	184	28	27	0	0.00	-16.00	1856.00	223.50	0.00	2079.50	02/21/19	202	36	43	0	-35.00	-56.00	3177.00	105.00	0.00	3282.00
02/22/18	185	26	34	0	0.00	-24.00	2472.00	108.50	0.00	2580.50	02/22/19	195	21	46	0	-5.60	0.00	2682.40	145.00	0.00	2827.40
02/23/18	177	27	31	0	0.00	-10.00	1780.00	110.00	0.00	1890.00	02/23/19	169	29	32	0	0.00	-50.00	3100.00	318.00	0.00	3418.00
02/24/18	173	25	41	0	0.00	-71.00	3540.00	225.00	0.00	3765.00	02/24/19	167	26	34	0	-23.80	-28.00	2496.20	131.00	0.00	2627.20
02/25/18	157	26	33	0	-4.80	0.00	2267.20	128.50	0.00	2395.70	02/25/19	159	80	28	0	-8.40	-84.00	2259.60	42.00	0.00	2301.60
02/26/18	150	23	25	0	0.00	-12.00	2124.00	277.50	0.00	2401.50	02/26/19	211	39	31	0	-15.40	-28.00	3892.60	222.00	0.00	4114.60
02/27/18	148	21	37	0	-84.00	-38.00	3098.00	433.00	0.00	3531.00	02/27/19	219	51	60	0	-66.40	-1342.00	67737.60	2754.00	0.00	70491.60
02/28/18	132	27	21	0	0.00	-36.00	1996.00	128.00	0.00	2124.00	02/28/19	210	32	59	0						
4095	742	724	0		-392.40	-583.00	51139.60	4286.00	0.00	55425.60	4474	981	919	0							

		2018	2019	Change
Pkg Net.		\$51139.60	\$67737.60	32.46%
Total		\$55425.60	\$70491.60	27.18%
Closed		724	919	26.93%

Daily Trend Report for Park N Jet - Portland

2018-03-01 00:00:00 to 2018-03-11 10:32:59 vs. 2019-03-01 00:00:00 to 2019-03-11 10:32:59

2018-03-01 00:00:00 to 2018-03-11 10:32:59											2019-03-01 00:00:00 to 2019-03-11 10:32:59										
Day	Inv	Open	Close	Cred	Descnt	Coupon	Pkg Net	Services	Taxes	Total	Day	Inv	Open	Close	Cred	Descnt	Coupon	Pkg Net	Services	Taxes	Total
03/01/18	138	31	32	0	0.00	0.00	2836.00	392.00	0.00	3228.00	03/01/19	183	35	46	0	-14.00	-14.00	3262.00	32.00	0.00	3294.00
03/02/18	137	9	16	0	-3.60	-36.00	876.40	126.00	0.00	1002.40	03/02/19	172	27	36	0	0.00	-105.00	3617.00	72.00	0.00	3689.00
03/03/18	130	19	26	1	0.00	-20.00	1788.00	118.00	0.00	1906.00	03/03/19	163	25	31	0	-46.20	-28.00	2593.80	86.00	0.00	2679.80
03/04/18	124	36	34	0	0.00	-4.00	2104.00	142.00	0.00	2246.00	03/04/19	157	35	29	0	-11.20	-28.00	2740.80	185.00	0.00	2925.80
03/05/18	127	28	21	1	0.00	-34.00	1826.00	90.00	0.00	1916.00	03/05/19	163	51	33	0	-43.40	-112.00	2630.60	67.00	0.00	2697.60
03/06/18	134	34	23	0	0.00	0.00	1372.00	164.50	0.00	1536.50	03/06/19	181	53	28	0	-33.60	-70.00	1716.40	10.00	0.00	1726.40
03/07/18	145	23	19	0	-8.40	0.00	1167.60	34.00	0.00	1201.60	03/07/19	206	18	39	0	-44.80	-18.00	2713.20	62.00	0.00	2775.20
03/08/18	149	9	20	0	0.00	-50.00	1438.00	130.00	0.00	1568.00	03/08/19	185	41	43	0	-8.40	-28.00	2725.60	155.00	0.00	2880.60
03/09/18	138	26	28	0	0.00	-18.00	2080.00	275.00	0.00	2355.00	03/09/19	182	26	27	0	-46.20	-28.00	2529.80	80.00	0.00	2609.80
03/10/18	136	25	27	0	-7.20	0.00	2612.80	143.50	0.00	2756.30	03/10/19	181	29	35	0	-32.20	-42.00	3369.80	74.00	0.00	3443.80
03/11/18	134	11	4	0	0.00	0.00	392.00	0.00	0.00	392.00	03/11/19	176	25	5	0	0.00	0.00	672.00	0.00	0.00	672.00
1492	251	250	2		-19.20	-162.00	18492.80	1615.00	0.00	20107.80	1949	365	352	0		-280.00	-473.00	28571.00	823.00	0.00	29394.00

	2018	2019	Change
Pkg Net.	\$18492.80	\$28571.00	54.50%
Total	\$20107.80	\$29394.00	46.18%
Closed	250	352	40.80%

JETPORT PARK N' FLY LLC

STATEMENT OF OPERATIONS
12/31/18

INCOME	CURRENT PERIOD	PERCENT	YEAR TO DATE	PERCENT
PARKING REVENUE	\$ 61,746.40	94.83	\$ 688,758.90	93.81
SERVICE REVENUE	3,367.00	5.17	45,466.50	6.19
TOTAL INCOME	\$ 65,113.40	100.00	\$ 734,225.40	100.00

OPERATING EXPENSES

PERSONNEL EXPENSE	23,508.88	36.10	311,736.55	42.46
COURTESY COACH EXPENSE	3,462.72	5.32	28,595.72	3.89
GARAGE DETAILING SUPPLIES	247.99	0.38	2,803.83	0.38
GARAGE PARTS/SUPPLIES	690.96	1.06	6,964.48	0.95
OIL SERVICE EXPENSE	0.00	0.00	1,582.83	0.22
① PREMISES EXPENSES	6,126.89	9.41	91,411.82	12.45
INSPECTION STICKERS	0.00	0.00	53.00	0.01
VEHICLE CLEANING MATERIAL	0.00	0.00	266.90	0.04
EQUIPMENT EXPENSE	0.00	0.00	1,092.27	0.15
EQUIPMENT R&M	0.00	0.00	134.00	0.02
② ADVERTISING EXPENSES	2,488.25	3.82	20,260.31	2.76
DUES & SUBSCRIPTIONS	0.00	0.00	354.00	0.05
OFFICE SUPPLIES	0.00	0.00	1,332.91	0.18
TELEPHONE EXPENSE	169.03	0.26	2,017.65	0.27
MANAGEMENT FEES	500.00	0.77	6,000.00	0.82
ACCOUNTING FEES	0.00	0.00	1,650.00	0.22
LEGAL FEES	0.00	0.00	505.17	0.07
DAMAGE/REPAIRS	665.88	1.02	2,994.41	0.41
ADMINISTRATIVE	220.00	0.34	722.61	0.10
BANK SERVICE CHARGES	0.00	0.00	64.00	0.01
CREDIT CARD FEES	1,510.91	2.32	17,643.23	2.40
③ INTEREST	219.10	0.34	3,041.66	0.41
TOTAL OPERATING EXPENSES	\$ 39,810.61	61.14	\$ 501,227.35	68.27

NET PROFIT/(LOSS)	\$ 25,302.79	38.86	\$ 232,998.05	31.73
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ADD BACKS

① { RETAXES PARCEL "C"	+ 11,573
{ RETAXES PARCEL "D"	+ 10,680
② DAUGHTEN DOES FACEBOOK MKTG	+ 6,240
③ INTEREST ON LOANS	+ 3,041
	31,834
	264,832 NOI ADJUSTED

PREPARED BY BOULOS ASSET MANAGEMENT

JETPORT PARK N' FLY LLC

STATEMENT OF OPERATIONS
12/31/17

	CURRENT PERIOD	PERCENT	YEAR TO DATE	PERCENT
INCOME				
PARKING REVENUE	\$ 43,075.21	91.47	\$ 582,728.28	94.13
SERVICE REVENUE	4,019.00	8.53	36,315.50	5.87
TOTAL INCOME	\$ 47,094.21	100.00	\$ 619,043.78	100.00
OPERATING EXPENSES				
PERSONNEL EXPENSE	23,065.04	48.98	322,495.04	52.10
COURTESY COACH EXPENSE	1,802.91	3.83	44,167.08	7.13
GARAGE DETAILING SUPPLIES	708.13	1.50	4,469.69	0.72
GARAGE PARTS/SUPPLIES	865.26	1.84	3,074.46	0.50
PREMISES EXPENSES	29,259.66	62.13	121,235.04	19.58
SIGNAGE	0.00	0.00	130.00	0.02
VALET TICKETS	0.00	0.00	2,049.88	0.33
INSPECTION STICKERS	0.00	0.00	70.00	0.01
EQUIPMENT EXPENSE	0.00	0.00	100.89	0.06
MARKETING EXPENSE	0.00	0.00	2,768.90	0.45
ADVERTISING EXPENSES	1,670.83	3.55	78,257.86	12.64
DUES & SUBSCRIPTIONS	0.00	0.00	354.00	0.06
OFFICE SUPPLIES	34.00	0.07	91.33	0.01
TELEPHONE EXPENSE	167.65	0.36	1,327.77	0.30
MANAGEMENT FEES	500.00	1.06	6,000.00	0.97
ACCOUNTING FEES	0.00	0.00	1,500.00	0.24
LEGAL FEES	2,944.49	6.25	6,131.96	0.99
PROMOTIONS EXPENSE	0.00	0.00	250.00	0.04
DAMAGE/REPAIRS	0.00	0.00	3,639.54	0.59
ADMINISTRATIVE	0.00	0.00	43.42	0.01
CREDIT CARD FEES	1,065.41	2.26	13,618.58	2.20
INTEREST	279.00	0.59	3,675.26	0.59
TOTAL OPERATING EXPENSES	\$ 62,362.38	132.42	\$ 616,450.70	99.55
INCOME TAX EXPENSE	0.00	0.00	344.00	0.06
NET PROFIT/(LOSS)	\$ (15,268.17)	(32.42)	\$ 2,449.08	0.40

PREPARED BY BOULOS ASSET MANAGEMENT

JETPORT PARK N' FLY LLC

STATEMENT OF OPERATIONS
12/31/16

INCOME	CURRENT PERIOD	PERCENT	YEAR TO DATE	PERCENT
PARKING REVENUE	\$ 46,435.63	94.90	\$ 604,443.11	93.11
SERVICE REVENUE	2,497.50	5.10	43,708.50	6.73
MISCELLANEOUS INCOME	0.00	0.00	096.08	0.15
INTEREST INCOME	0.00	0.00	14.76	0.00
TOTAL INCOME	\$ 48,933.13	100.00	\$ 649,162.45	100.00
OPERATING EXPENSES				
PERSONNEL EXPENSE	25,731.65	52.59	324,131.64	49.93
COURTESY COACH EXPENSE	697.25	1.42	21,156.03	3.26
GARAGE DETAILING SUPPLIES	289.00	0.59	3,411.13	0.53
GARAGE PARTS/SUPPLIES	572.55	1.17	6,054.10	0.93
PREMISES EXPENSES	2,664.30	5.44	88,377.59	13.61
SIGNAGE	569.70	1.16	569.70	0.09
INSPECTION STICKERS	120.00	0.25	170.00	0.03
ADVERTISING EXPENSES	9,634.23	19.69	124,615.73	19.20
DUES & SUBSCRIPTIONS	0.00	0.00	354.00	0.05
OFFICE SUPPLIES	0.00	0.00	312.27	0.05
TELEPHONE EXPENSE	0.00	0.00	683.60	0.11
MANAGEMENT FEES	500.00	1.02	6,000.00	0.92
ACCOUNTING FEES	0.00	0.00	1,850.00	0.28
LEGAL FEES	1,403.00	2.87	4,431.32	0.68
DAMAGE/REPAIRS	0.00	0.00	2,199.97	0.34
ADMINISTRATIVE	70.00	0.14	30.00	0.01
CREDIT CARD FEES	1,112.41	2.27	14,519.56	2.24
INTEREST	329.26	0.67	673.70	0.10
TOTAL OPERATING EXPENSES	\$ 43,693.35	89.29	\$ 599,610.34	92.37
NET PROFIT/(LOSS)	\$ 5,239.78	10.71	\$ 49,552.11	7.63

PREPARED BY BOULOS ASSET MANAGEMENT

Daily Trend Report for Park N Jet - Portland

2018-03-01 00:00:00 to 2018-03-29 08:59:59 vs. 2019-03-01 00:00:00 to 2019-03-29 08:59:59

2018-03-01 00:00:00 to 2018-03-29 08:59:59											2019-03-01 00:00:00 to 2019-03-29 08:59:59										
Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total	Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total
03/01/18	138	31	32	0	0.00	0.00	2836.00	392.00	0.00	3228.00	03/01/19	183	34	46	0	-14.00	-14.00	3262.00	32.00	0.00	3294.00
03/02/18	137	9	16	0	-3.60	-36.00	876.40	126.00	0.00	1002.40	03/02/19	171	26	36	0	0.00	-105.00	3617.00	72.00	0.00	3689.00
03/03/18	130	19	26	1	0.00	-20.00	1788.00	118.00	0.00	1906.00	03/03/19	161	25	31	0	-46.20	-28.00	2593.80	86.00	0.00	2679.80
03/04/18	124	36	34	0	0.00	-4.00	2104.00	142.00	0.00	2246.00	03/04/19	155	35	29	0	-11.20	-28.00	2740.80	185.00	0.00	2925.80
03/05/18	127	28	21	1	0.00	-34.00	1826.00	90.00	0.00	1916.00	03/05/19	161	51	33	0	-43.40	-112.00	2630.60	67.00	0.00	2667.60
03/06/18	134	34	23	0	0.00	0.00	1372.00	164.50	0.00	1536.50	03/06/19	179	53	28	0	-33.60	-70.00	1716.40	10.00	0.00	1726.40
03/07/18	145	23	19	0	-8.40	0.00	1167.60	34.00	0.00	1201.60	03/07/19	204	19	39	0	-44.80	-18.00	2713.20	62.00	0.00	2775.20
03/08/18	149	9	20	0	0.00	0.00	1438.00	130.00	0.00	1568.00	03/08/19	184	41	43	0	-8.40	-28.00	2725.60	155.00	0.00	2880.60
03/09/18	138	26	28	0	0.00	0.00	2080.00	275.00	0.00	2355.00	03/09/19	181	26	27	0	-46.20	-28.00	2529.80	80.00	0.00	2609.80
03/10/18	136	25	27	0	-7.20	0.00	2612.80	143.50	0.00	2756.30	03/10/19	180	29	35	0	-32.20	-42.00	3369.80	74.00	0.00	3443.80
03/11/18	134	19	30	0	0.00	0.00	2108.00	65.00	0.00	2173.00	03/11/19	175	45	45	0	-44.80	-28.00	4053.20	310.00	0.00	4363.20
03/12/18	124	48	25	1	0.00	-58.00	1562.00	90.00	0.00	1652.00	03/12/19	175	57	38	1	0.00	-28.00	3024.00	42.00	0.00	3066.00
03/14/18	148	23	13	0	0.00	-12.00	956.00	10.00	0.00	966.00	03/14/19	185	33	46	0	0.00	-28.00	2676.00	147.00	0.00	2823.00
03/15/18	158	48	44	0	-18.00	-20.00	3002.00	342.00	0.00	3344.00	03/15/19	172	32	35	0	-110.60	-28.00	3067.40	142.00	0.00	3209.40
03/16/18	162	33	30	0	0.00	-26.00	1980.00	121.00	0.00	2101.00	03/16/19	169	17	33	0	-23.80	-28.00	3298.20	177.00	0.00	3475.20
03/17/18	165	21	27	0	-8.40	0.00	2499.60	129.00	0.00	2628.60	03/17/19	153	22	26	0	0.00	-70.00	2044.00	80.00	0.00	2124.00
03/18/18	158	26	30	0	0.00	0.00	1748.00	89.00	0.00	1837.00	03/18/19	149	69	38	0	0.00	0.00	3290.00	160.00	0.00	3450.00
03/19/18	155	45	23	0	0.00	0.00	1640.00	40.00	0.00	1680.00	03/19/19	180	60	32	0	-14.00	-64.00	2462.00	30.00	0.00	2492.00
03/20/18	177	31	27	0	-2.00	-8.00	1706.00	166.00	0.00	1872.00	03/20/19	208	26	49	0	-100.80	-42.00	3199.20	263.00	0.00	3462.20
03/21/18	181	22	13	0	0.00	-12.00	1140.00	138.00	0.00	1278.00	03/21/19	185	23	47	0	-21.00	0.00	2929.00	70.00	0.00	2999.00
03/22/18	190	45	44	0	-7.20	-40.00	2892.80	140.00	0.00	3032.80	03/22/19	161	35	51	0	-42.00	-28.00	3770.00	120.00	0.00	3890.00
03/23/18	191	47	40	0	0.00	-51.00	2560.00	333.00	0.00	2893.00	03/23/19	145	22	24	0	-39.20	-28.00	2424.80	230.00	0.00	2654.80
03/24/18	197	18	25	0	0.00	-12.00	2244.00	92.00	0.00	2336.00	03/24/19	143	20	29	0	-5.60	0.00	2500.40	92.00	0.00	2592.40
03/25/18	190	11	48	0	-18.00	-48.00	3566.00	228.00	0.00	3794.00	03/25/19	133	59	26	0	0.00	0.00	1626.00	78.00	0.00	1704.00
03/26/18	154	39	39	0	0.00	-78.00	3006.00	186.00	0.00	3192.00	03/26/19	167	48	31	0	-46.20	0.00	2627.80	85.00	0.00	2712.80
03/27/18	154	21	29	0	0.00	0.00	2468.00	114.50	0.00	2582.50	03/27/19	184	50	41	0	-77.00	-14.00	2677.00	75.00	0.00	2952.00
03/28/18	146	22	34	0	-15.60	-52.00	2222.40	98.00	0.00	2320.40	03/28/19	193	25	47	0	-113.40	0.00	3470.60	210.00	0.00	3680.60
03/29/18	134	11	6	0	0.00	0.00	552.00	20.00	0.00	572.00	03/29/19	171	11	6	0	0.00	0.00	392.00	0.00	0.00	392.00
	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	03/13/19	194	33	42	0	-74.20	-14.00	2915.80	172.00	0.00	3087.80
4276	770	773	3		-88.40	-643.00	55953.60	4016.50	0.00	59970.10	5001	1026	1033	1		-992.60	-873.00	80546.40	3306.00	0.00	83852.40

	2018	2019	Change
Pkg Net.	\$55953.60	\$80546.40	43.95%
Total	\$59970.10	\$83852.40	39.82%
Closed	773	1033	33.64%

JETPORT PARK N' FLY LLC

STATEMENT OF OPERATIONS
12/31/14

INCOME	CURRENT PERIOD	PERCENT	YEAR TO DATE	PERCENT
PARKING REVENUE	\$ 26,314.15	97.59	\$ 235,014.98	95.90
SERVICE REVENUE	650.00	2.41	10,043.00	4.10
INTEREST INCOME	0.69	0.00	10.18	0.00
TOTAL INCOME	\$ 26,964.84	100.00	\$ 245,068.16	100.00
OPERATING EXPENSES				
INSURANCE EXPENSE	0.00	0.00	9,350.25	3.82
PERSONNEL EXPENSE	17,902.38	66.39	235,516.54	96.10
COURTESY COACH EXPENSE	6,288.86	23.32	19,723.12	8.05
GARAGE DETAILING SUPPLIES	141.51	0.52	2,105.26	0.86
GARAGE PARTS/SUPPLIES	1,387.53	5.15	1,387.53	0.57
PREMISES EXPENSES	20,280.71	75.21	99,483.38	40.59
SIGNAGE	0.00	0.00	2,421.48	0.99
EQUIPMENT EXPENSE	0.00	0.00	157.50	0.06
ADVERTISING EXPENSES	12,599.74	46.73	112,147.96	45.76
DUES & SUBSCRIPTIONS	0.00	0.00	359.00	0.15
OFFICE SUPPLIES	0.00	0.00	438.87	0.20
TELEPHONE EXPENSE	128.14	0.48	1,357.94	0.56
MEALS & ENTERTAINMENT	0.00	0.00	213.45	0.10
MANAGEMENT FEES	500.00	1.85	6,000.00	2.45
ACCOUNTING FEES	0.00	0.00	1,970.00	0.80
LEGAL FEES	0.00	0.00	3,803.24	1.55
ADMINISTRATIVE	0.00	0.00	1,551.28	0.63
BANK SERVICE CHARGES	0.00	0.00	50.00	0.02
CREDIT CARD FEES	573.07	2.13	5,242.79	2.14
FINANCING FEES	0.00	0.00	664.00	0.27
INTEREST	2,177.79	8.08	12,708.41	5.22
TOTAL OPERATING EXPENSES	\$ 61,979.73	229.85	\$ 516,802.00	210.89
NET PROFIT/(LOSS)	\$ (35,014.89)	(129.85)	\$ (271,733.84)	(110.89)
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PREPARED BY BOULOS ASSET MANAGEMENT

JETPORT PARK N' FLY LLC

STATEMENT OF OPERATIONS

12/31/15

INCOME	CURRENT PERIOD	PERCENT	YEAR TO DATE	PERCENT
PARKING REVENUE	\$ 46,268.35	93.86	\$ 468,270.98	93.57
SERVICE REVENUE	3,023.50	6.13	32,182.50	6.43
INTEREST INCOME	0.78	0.00	10.57	0.00
TOTAL INCOME	\$ 49,292.63	100.00	\$ 500,464.05	100.00
OPERATING EXPENSES				
PERSONNEL EXPENSE	24,483.63	49.67	273,940.02	54.74
COURTESY COACH EXPENSE	736.90	1.49	14,990.54	3.00
GARAGE DETAILING SUPPLIES	216.64	0.44	4,479.94	0.90
GARAGE PARTS/SUPPLIES	446.64	0.91	1,922.67	0.38
PREMISES EXPENSES	53,817.81	109.18	86,390.31	17.26
SIGNAGE	988.73	2.01	1,820.18	0.36
PARKING LOT R&M	16,942.50	34.37	20,286.50	4.05
VALET TICKETS	0.00	0.00	2,049.76	0.41
INSPECTION STICKERS	120.00	0.24	240.00	0.05
ADVERTISING EXPENSES	15,638.98	31.73	126,597.15	25.30
DUES & SUBSCRIPTIONS	0.00	0.00	354.00	0.07
OFFICE SUPPLIES	6.48	0.01	581.60	0.12
TELEPHONE EXPENSE	135.90	0.28	1,555.29	0.31
CONSULTING/PROF FEES	0.00	0.00	2,550.00	0.51
MANAGEMENT FEES	500.00	1.01	6,000.00	1.20
ACCOUNTING FEES	0.00	0.00	1,550.00	0.33
LEGAL FEES	455.00	0.92	2,014.80	0.40
DAMAGE/REPAIRS	0.00	0.00	4,072.72	0.99
CREDIT CARD FEES	1,111.06	2.25	10,007.98	2.14
TOTAL OPERATING EXPENSES	\$ 115,600.27	234.52	\$ 563,003.46	112.52
NET PROFIT/(LOSS)	\$ (66,307.64)	(134.52)	\$ (62,539.41)	(12.52)
=====				

PREPARED BY BOULOS ASSET MANAGEMENT

Service Revenue Report for Park N Jet - Portland

01/01/2019 00:00 to 06/30/2019 23:59

Services Summary By Class

Class	Tick w/ Serv %	Tickets (%)	Avg. Amt	Gross	Coup. Amt	Net Revenue	Sales Tax	Airport Fee	Comm (%)	NR - Comm	FPP +	FPP -
DETAIL	0.8%	47 (5.5%)	\$57.87	\$2720.00	\$0.00	\$2720.00	\$0.00	\$0.00	\$-0.00 (0%)	\$2720.00	0	0
GAS	0%	0 (0%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 (0%)	\$0.00	0	0
MISC	0.19%	11 (1.3%)	\$25.00	\$275.00	\$0.00	\$275.00	\$0.00	\$0.00	\$-0.00 (0%)	\$275.00	0	0
OIL	1.54%	91 (10.6%)	\$44.37	\$4038.00	\$-35.00	\$4003.00	\$0.00	\$0.00	\$-0.00 (0%)	\$4003.00	0	35
WASH	12%	709 (82.6%)	\$22.51	\$15957.00	\$-191.00	\$15766.00	\$0.00	\$0.00	\$-0.00 (0%)	\$15766.00	0	347
TOTALS	14.52% of 5908	858 (100%)	\$26.79	\$22990.00	\$-226.00	\$22764.00	\$0.00	\$0.00	\$-0.00 (0%)	\$22764.00	0	382

Services Summary By Description

Description	Tickets (%)	Avg. Amt	Gross	Coup. Amt	Net Revenue	Sales Tax	Airport Fee	Comm (%)	NR - Comm	FPP +	FPP -
DETAIL: Car wax	14 (1.6%)	\$78.21	\$1095.00	\$0.00	\$1095.00	\$0.00	\$0.00	\$-0.00 (0%)	\$1095.00	0	0
DETAIL: car interior	4 (0.5%)	\$20.00	\$80.00	\$0.00	\$80.00	\$0.00	\$0.00	\$-0.00 (0%)	\$80.00	0	0
DETAIL: SUV ext wash	6 (0.7%)	\$18.00	\$108.00	\$0.00	\$108.00	\$0.00	\$0.00	\$-0.00 (0%)	\$108.00	0	0
DETAIL: SUV interior	9 (1%)	\$24.00	\$216.00	\$0.00	\$216.00	\$0.00	\$0.00	\$-0.00 (0%)	\$216.00	0	0
DETAIL: truck interior	2 (0.2%)	\$28.00	\$56.00	\$0.00	\$56.00	\$0.00	\$0.00	\$-0.00 (0%)	\$56.00	0	0
DETAIL: Truck/van wax	12 (1.4%)	\$97.08	\$1165.00	\$0.00	\$1165.00	\$0.00	\$0.00	\$-0.00 (0%)	\$1165.00	0	0
MISC: TIRE ROTATION	11 (1.3%)	\$25.00	\$275.00	\$0.00	\$275.00	\$0.00	\$0.00	\$-0.00 (0%)	\$275.00	0	0
OIL: Extra quart of oil	2 (0.2%)	\$3.00	\$6.00	\$0.00	\$6.00	\$0.00	\$0.00	\$-0.00 (0%)	\$6.00	0	0
OIL: oil change	29 (3.4%)	\$35.00	\$1015.00	\$-35.00	\$980.00	\$0.00	\$0.00	\$-0.00 (0%)	\$980.00	0	35
OIL: ONE QT SYN OIL	21 (2.4%)	\$13.67	\$287.00	\$0.00	\$287.00	\$0.00	\$0.00	\$-0.00 (0%)	\$287.00	0	0
OIL: SYNTHETIC OIL CHANG	39 (4.5%)	\$70.00	\$2730.00	\$0.00	\$2730.00	\$0.00	\$0.00	\$-0.00 (0%)	\$2730.00	0	0
WASH: car Combo	80 (9.3%)	\$26.80	\$2144.00	\$-111.00	\$2033.00	\$0.00	\$0.00	\$-0.00 (0%)	\$2033.00	0	111
WASH: Car Hand Wash	133 (15.5%)	\$10.94	\$1455.00	\$-10.00	\$1445.00	\$0.00	\$0.00	\$-0.00 (0%)	\$1445.00	0	10
WASH: Exterior Van/ Truck Wash	58 (6.8%)	\$13.55	\$786.00	\$-12.00	\$774.00	\$0.00	\$0.00	\$-0.00 (0%)	\$774.00	0	168
WASH: S.U.V wax	18 (2.1%)	\$85.56	\$1540.00	\$0.00	\$1540.00	\$0.00	\$0.00	\$-0.00 (0%)	\$1540.00	0	0
WASH: SUV Combo	58 (6.8%)	\$38.00	\$2204.00	\$0.00	\$2204.00	\$0.00	\$0.00	\$-0.00 (0%)	\$2204.00	0	0
WASH: Unum Shuttle	1 (0.1%)	\$60.00	\$60.00	\$0.00	\$60.00	\$0.00	\$0.00	\$-0.00 (0%)	\$60.00	0	0
WASH: van / truck, Combo	361 (42.1%)	\$21.52	\$7768.00	\$-58.00	\$7710.00	\$0.00	\$0.00	\$-0.00 (0%)	\$7710.00	0	58
TOTALS	858 (100%)	\$26.79	\$22990.00	\$-226.00	\$22764.00	\$0.00	\$0.00	\$-0.00 (0%)	\$22764.00	0	382

274955

Monthly Summary Report for Park N Jet - Portland

For days running 00:00 - 00:00

01/01/2016 to 03/31/2019

Month	Avg Inv	Opened	Closed	Avg Stay	DBR	Credit	Gross	Discounts	Coupons	Parking Net	Services	Taxes	Fees	Total	Weighted Rev per Parker			Weighted Daily Rev Avg		
															Parking	Services	Total	Parking	Services	Total
2016/01	144.32	828	817	5.95	817	0	50,147.00	-100.00	-6,143.00	43,904.00	3,548.00	0.00	0.00	47,452.00	53.74	4.34	58.08	9.03	0.73	9.76
2016/02	202.38	1034	1002	5.80	1002	1	60,605.00	-226.50	-7,505.00	52,873.50	4,542.00	0.00	0.00	57,415.50	52.77	4.53	57.30	9.10	0.78	9.88
2016/03	221.10	1179	1205	6.11	1205	0	76,700.00	-139.20	-8,970.00	67,590.80	4,843.50	0.00	0.00	72,434.30	56.09	4.02	60.11	9.18	0.66	9.84
2016/04	222.63	1215	1197	5.84	1196	0	73,267.00	-252.00	-8,782.00	64,233.00	5,186.50	0.00	0.00	69,429.50	53.71	4.34	58.05	9.20	0.74	9.94
2016/05	182.35	1138	1191	5.06	1192	0	64,668.00	-227.50	-8,062.00	56,378.50	4,161.50	0.00	0.00	60,540.00	47.30	3.49	50.79	9.35	0.69	10.04
2016/06	132.07	887	908	4.69	908	0	45,432.00	-136.50	-4,828.00	40,467.50	3,466.00	0.00	0.00	43,933.50	44.57	3.84	48.41	9.50	0.82	10.32
2016/07	103.29	639	659	5.17	660	0	35,652.00	-132.00	-3,068.00	32,452.00	2,564.50	0.00	0.00	35,016.50	49.17	3.89	53.06	9.51	0.75	10.26
2016/08	107.29	689	696	5.12	696	0	37,610.00	-104.10	-4,446.00	32,060.00	2,050.00	0.00	0.00	34,110.00	51.00	3.20	54.17	9.28	0.63	9.92
2016/09	142.93	929	857	4.81	857	0	44,463.00	-210.00	-4,553.00	39,700.00	3,252.50	0.00	0.00	42,952.50	46.32	3.80	50.12	9.63	0.79	10.42
2016/10	163.84	1113	1118	4.98	1119	1	58,694.00	-290.30	-7,443.00	50,960.70	3,800.50	0.00	0.00	54,761.20	45.54	3.40	48.94	9.14	0.68	9.83
2016/11	148.80	902	940	5.09	941	1	59,885.00	-387.20	-4,412.00	55,085.80	3,565.50	0.00	0.00	58,651.30	56.54	3.79	62.33	11.50	0.74	12.25
2016/12	137.97	774	746	5.00	748	2	47,522.00	-312.80	-1,236.00	45,973.20	2,497.50	0.00	0.00	48,470.70	61.46	3.34	64.80	12.29	0.67	12.96
2017/01	127.68	759	782	5.95	782	0	56,328.00	-190.80	-4,842.00	51,295.20	2,840.00	0.00	0.00	54,135.20	65.59	3.63	69.23	11.02	0.61	11.63
2017/02	148.89	789	736	5.52	736	0	52,008.00	-236.00	-6,292.00	45,480.00	2,898.00	0.00	0.00	48,378.00	61.79	3.94	65.73	11.19	0.71	11.91
2017/03	198.06	1112	1099	5.74	1099	0	77,904.00	-184.00	-9,926.00	67,794.00	4,207.00	0.00	0.00	72,001.00	61.69	3.83	65.52	10.75	0.67	11.41
2017/04	182.43	1053	1077	5.27	1078	0	72,648.00	-318.80	-10,214.00	62,115.20	3,364.50	0.00	0.00	65,478.70	57.62	3.12	60.74	10.93	0.59	11.53
2017/05	133.94	880	942	4.96	941	1	58,916.00	-254.00	-9,012.00	49,650.00	2,878.00	0.00	0.00	52,528.00	52.76	3.06	55.82	10.64	0.62	11.25
2017/06	111.87	727	727	4.50	729	1	40,792.00	-172.40	-5,052.00	36,567.60	2,758.00	0.00	0.00	38,326.60	48.79	3.78	52.57	10.84	0.84	11.68
2017/07	93.58	600	611	5.32	613	2	39,751.00	-241.20	-5,210.00	34,299.80	1,745.50	0.00	0.00	36,045.30	55.95	2.85	58.80	10.52	0.54	11.05
2017/08	84.52	586	584	4.69	586	2	34,416.00	-97.20	-3,882.00	30,436.80	2,190.50	0.00	0.00	32,627.30	51.94	3.74	55.68	11.07	0.80	11.87
2017/09	111.93	745	705	4.49	710	2	40,974.00	-110.40	-5,948.00	34,915.60	2,200.50	0.00	0.00	37,116.10	49.18	3.10	52.28	10.95	0.69	11.64
2017/10	135.48	924	952	4.69	953	1	56,448.00	-332.40	-8,144.00	47,971.60	3,807.00	0.00	0.00	51,778.60	50.34	3.99	54.33	10.73	0.85	11.58
2017/11	129.00	807	813	5.47	813	1	54,862.00	-380.40	-7,329.00	47,152.60	3,407.50	0.00	0.00	50,560.10	58.00	4.19	62.19	10.60	0.77	11.37
2017/12	121.84	682	688	5.72	688	0	48,552.00	-470.40	-2,719.00	45,362.60	4,019.00	0.00	0.00	49,381.60	67.91	6.02	73.92	11.87	1.05	12.92
2018/01	114.29	683	674	6.05	675	1	48,984.00	-282.00	-6,060.00	48,086.00	4,023.00	0.00	0.00	52,109.00	71.24	5.96	77.20	11.77	0.99	12.76
2018/02	146.25	742	724	5.72	724	0	52,052.00	-392.40	-5,200.00	51,139.60	4,286.00	0.00	0.00	55,425.60	70.63	5.92	76.55	12.35	1.03	13.38
2018/03	151.17	833	843	5.77	847	4	61,700.00	-88.40	-584.00	61,027.60	4,541.50	0.00	0.00	65,569.10	72.05	5.36	77.41	12.49	0.93	13.42
2018/04	171.47	1035	1006	5.20	1006	0	66,904.00	-125.60	-6,760.00	66,102.40	4,989.00	0.00	0.00	71,091.40	65.71	4.96	70.67	12.64	0.95	13.59
2018/05	120.94	807	861	4.91	861	0	53,424.00	-129.20	-6,380.00	52,656.80	4,928.00	0.00	0.00	57,584.80	61.16	5.72	66.88	12.46	1.17	13.62
2018/06	104.67	713	731	5.06	734	3	42,088.00	-129.60	-6,730.00	41,286.40	3,354.00	0.00	0.00	44,639.40	56.25	4.57	60.82	11.12	0.90	12.02
2018/07	94.90	591	584	4.95	585	2	36,536.00	-127.20	-4,580.00	35,950.80	2,285.00	0.00	0.00	38,235.80	61.45	3.91	65.36	12.42	0.79	13.20
2018/08	138.58	1083	1061	4.31	1063	1	58,756.00	-236.80	-6,450.00	57,874.20	2,966.00	0.00	0.00	60,840.20	54.44	2.79	57.23	12.63	0.65	13.28
2018/09	153.13	1068	1035	4.27	1038	3	58,092.00	-360.20	-7,770.00	56,961.80	3,976.00	0.00	0.00	60,937.80	54.88	3.83	58.71	12.85	0.90	13.75
2018/10	185.39	1371	1384	4.47	1386	2	79,696.00	-361.20	-1,044.00	78,290.80	3,381.00	0.00	0.00	81,671.80	56.49	2.44	58.93	12.64	0.55	13.18
2018/11	189.43	1309	1305	4.61	1307	2	78,176.00	-260.40	-1,313.00	76,602.60	3,370.00	0.00	0.00	79,972.60	58.61	2.58	61.19	12.71	0.56	13.27
2018/12	161.06	935	964	5.23	965	1	63,536.00	-582.60	-1,207.00	61,746.40	3,367.00	0.00	0.00	65,113.40	63.99	3.49	67.48	12.23	0.67	12.90
2019/01	114.16	767	755	5.53	756	1	59,384.00	-452.00	-753.00	58,179.00	2,132.00	0.00	0.00	60,311.00	76.96	2.82	79.78	13.92	0.51	14.43
2019/02	159.25	980	918	4.87	919	0	69,716.00	-566.40	-1,312.00	67,737.60	2,754.00	0.00	0.00	70,491.60	73.71	3.00	76.70	15.14	0.62	15.75

2019/03	170.65	1085	1138	5.09	1137	1	90,080.00	-1,076.60	-1,009.00	87,994.40	3,670.00	0.00	0.00	91,664.40	77.39	3.23	80.62	15.20	0.63	15.84
Totals	145.02	34993	35015	5.16	35052	37	2,207,377.00	-10,803.70	-160,195.00	2,036,378.30	134,046.50	0.00	0.00	2,170,424.80	58.10	3.82	61.92	11.26	0.74	12.00

Monthly Summary Report for Park N Jet - Portland

For days running 00:00 - 00:00

01/01/2016 to 12/31/2016

Month	Avg Inv	Opened	Closed	Avg Stay	DBR	Credit	Gross	Discounts	Coupons	Parking Net	Services	Taxes	Fees	Total	Weighted Rev per Parker			Weighted Daily Rev Avg		
															Parking	Services	Total	Parking	Services	Total
2016/01	144.32	828	817	5.95	817	0	50,147.00	-100.00	-6,143.00	43,904.00	3,548.00	0.00	0.00	47,452.00	53.74	4.34	58.08	9.03	0.73	9.76
2016/02	202.38	1034	1002	5.80	1002	1	60,605.00	-226.50	-7,506.00	52,873.50	4,542.00	0.00	0.00	57,415.50	52.77	4.53	57.30	9.10	0.78	9.88
2016/03	221.10	1179	1205	6.11	1205	0	76,700.00	-139.20	-8,970.00	67,590.80	4,843.50	0.00	0.00	72,434.30	56.09	4.02	60.11	9.18	0.66	9.84
2016/04	222.63	1215	1197	5.84	1196	0	73,267.00	-252.00	-8,782.00	64,233.00	5,196.50	0.00	0.00	69,429.50	53.71	4.34	58.05	9.20	0.74	9.94
2016/05	182.35	1138	1191	5.06	1192	0	64,668.00	-227.50	-8,062.00	56,378.50	4,161.50	0.00	0.00	60,540.00	47.30	3.49	50.79	9.35	0.69	10.04
2016/06	132.07	887	908	4.69	908	0	45,432.00	-136.50	-4,828.00	40,467.50	3,486.00	0.00	0.00	43,953.50	44.57	3.84	48.41	9.50	0.82	10.32
2016/07	103.29	639	659	5.17	660	1	36,652.00	-132.00	-3,068.00	32,452.00	2,564.50	0.00	0.00	35,016.50	49.17	3.89	53.06	9.51	0.75	10.26
2016/08	147.00	890	890	5.43	890	0	57,010.00	-121.10	-4,710.00	52,062.90	4,230.50	0.00	0.00	56,293.40	47.53	3.23	50.77	9.28	0.63	9.92
2016/09	142.83	929	857	4.81	857	0	44,463.00	-210.00	-4,553.00	39,700.00	3,252.50	0.00	0.00	42,952.50	46.32	3.80	50.12	9.63	0.79	10.42
2016/10	163.84	1113	1118	4.98	1119	1	58,694.00	-290.30	-7,443.00	50,980.70	3,800.50	0.00	0.00	54,781.20	45.54	3.40	48.94	9.14	0.68	9.83
2016/11	148.80	902	940	5.09	941	1	59,895.00	-387.20	-4,412.00	55,085.80	3,565.50	0.00	0.00	58,651.30	58.54	3.79	62.33	11.50	0.74	12.25
2016/12	137.97	774	746	5.00	748	2	47,522.00	-312.80	-1,236.00	45,973.20	2,497.50	0.00	0.00	48,470.70	61.46	3.34	64.80	12.29	0.67	12.96
Totals	158.82	11327	11336	5.34	11341	6	654,654.00	-2,635.10	-69,417.00	582,701.90	43,708.50	0.00	0.00	626,410.40	51.38	3.85	55.23	9.62	0.72	10.34

Monthly Summary Report for Park N Jet - Portland

For days running 00:00 - 00:00

01/01/2017 to 12/31/2017

Month	Avg Inv	Opened	Closed	Avg Stay	Weighted Rev per Parker										Weighted Daily Rev Avg					
					DBR	Credit	Gross	Discounts	Coupons	Parking Net	Services	Taxes	Fees	Total	Parking	Services	Total			
2017/01	127.68	759	782	5.95	782	0	56,328.00	-190.80	-4,842.00	51,295.20	2,840.00	0.00	0.00	54,135.20	65.59	3.63	69.23	11.02	0.61	11.63
2017/02	148.89	789	736	5.52	736	0	52,008.00	-236.00	-6,292.00	45,480.00	2,898.00	0.00	0.00	48,378.00	61.79	3.94	65.73	11.19	0.71	11.91
2017/03	198.06	1112	1099	5.74	1099	0	77,904.00	-184.00	-8,926.00	67,794.00	4,207.00	0.00	0.00	72,001.00	61.69	3.83	65.52	10.75	0.67	11.41
2017/04	182.43	1053	1077	5.27	1078	0	72,648.00	-318.80	-10,214.00	62,115.20	3,364.50	0.00	0.00	65,479.70	57.62	3.12	60.74	10.83	0.59	11.53
2017/05	133.94	880	942	4.96	941	1	58,916.00	-254.00	-9,012.00	49,650.00	2,878.00	0.00	0.00	52,528.00	52.76	3.06	55.82	10.64	0.52	11.25
2017/06	111.87	727	727	4.50	729	1	40,792.00	-172.40	-5,052.00	35,567.60	2,758.00	0.00	0.00	38,325.60	48.79	3.78	52.57	10.84	0.54	11.68
2017/07	93.58	600	611	5.32	613	2	39,751.00	-241.20	-5,210.00	34,299.80	1,745.50	0.00	0.00	36,045.30	55.95	2.85	58.80	10.52	0.54	11.05
2017/08	94.57	596	594	4.80	595	2	34,112.00	-172.00	-5,052.00	28,700.00	1,190.00	0.00	0.00	29,890.00	51.94	3.74	55.68	11.07	0.80	11.87
2017/09	111.93	745	705	4.49	710	2	40,974.00	-110.40	-5,948.00	34,915.60	2,200.50	0.00	0.00	37,116.10	49.18	3.10	52.28	10.55	0.69	11.54
2017/10	135.48	924	952	4.69	953	1	56,448.00	-332.40	-8,144.00	47,971.60	3,807.00	0.00	0.00	51,778.60	50.34	3.99	54.33	10.73	0.85	11.68
2017/11	129.00	807	813	5.47	813	1	54,862.00	-380.40	-7,329.00	47,152.60	3,407.50	0.00	0.00	50,560.10	58.00	4.19	62.19	10.60	0.77	11.37
2017/12	121.84	682	668	5.72	668	0	48,552.00	-470.40	-2,719.00	45,362.60	4,019.00	0.00	0.00	49,381.60	67.91	6.02	73.92	11.87	1.05	12.92
Totals	131.44	9664	9696	5.21	9708	10	633,599.00	-2,988.00	-78,570.00	552,041.00	36,316.50	0.00	0.00	588,356.50	56.86	3.74	60.61	10.81	0.72	11.63

Monthly Summary Report for Park N Jet - Portland For days running 00:00 - 00:00 01/01/2018 to 12/31/2018

Month	Avg Inv	Opened	Closed	Avg Stay	DBR	Credit	Gross	Discounts	Coupons	Parking Net	Services	Taxes	Fees	Total	Weighted Rev per Parker			Weighted Daily Rev Avg		
															Parking	Services	Total	Parking	Services	Total
2018/01	114.29	683	674	6.05	675	1	48,984.00	-292.00	-606.00	48,086.00	4,023.00	0.00	0.00	52,109.00	71.24	5.96	77.20	11.77	0.99	12.76
2018/02	146.25	742	724	5.72	724	0	52,052.00	-392.40	-520.00	51,139.60	4,286.00	0.00	0.00	55,425.60	70.63	5.92	76.55	12.35	1.03	13.38
2018/03	151.17	833	843	5.77	847	4	61,700.00	-88.40	-584.00	61,027.60	4,541.50	0.00	0.00	65,569.10	72.05	5.36	77.41	12.49	0.93	13.42
2018/04	171.47	1035	1006	5.20	1006	0	66,904.00	-125.60	-676.00	66,102.40	4,989.00	0.00	0.00	71,091.40	65.71	4.96	70.67	12.64	0.95	13.59
2018/05	120.94	807	861	4.81	861	0	53,424.00	-129.20	-639.00	52,665.80	4,928.00	0.00	0.00	57,593.80	61.16	5.72	66.88	12.46	1.17	13.62
2018/06	104.67	713	731	5.06	734	3	42,088.00	-129.60	-673.00	41,265.40	3,354.00	0.00	0.00	44,639.40	56.25	4.57	60.82	11.12	0.90	12.02
2018/07	94.90	591	584	4.95	585	2	36,536.00	-127.20	-458.00	35,950.80	2,285.00	0.00	0.00	38,235.80	61.45	3.91	65.36	12.42	0.79	13.20
2018/08	120.68	4093	4004	5.04	4000	1	50,700.00	-400.00	-580.00	50,000.00	2,995.00	0.00	0.00	60,840.20	54.44	2.79	57.23	12.63	0.65	13.28
2018/09	153.13	1068	1035	4.27	1038	3	58,092.00	-360.20	-770.00	56,961.80	3,976.00	0.00	0.00	60,937.80	54.88	3.83	58.71	12.65	0.90	13.75
2018/10	185.39	1371	1384	4.47	1386	2	79,696.00	-361.20	-1,044.00	78,290.80	3,381.00	0.00	0.00	81,671.80	56.49	2.44	58.93	12.64	0.55	13.18
2018/11	189.43	1309	1305	4.61	1307	2	78,176.00	-260.40	-1,313.00	76,602.60	3,370.00	0.00	0.00	79,972.60	58.61	2.58	61.19	12.71	0.56	13.27
2018/12	161.06	935	964	5.23	965	1	63,536.00	-582.60	-1,207.00	61,746.40	3,367.00	0.00	0.00	65,113.40	63.99	3.49	67.48	12.23	0.67	12.90
Totals	144.12	11170	11172	4.96	11191	19	699,944.00	-3,085.60	-8,134.00	687,724.40	45,466.50	0.00	0.00	733,190.90	61.45	4.05	65.52	12.39	0.82	13.21

Monthly Summary Report for Park N Jet - Portland
For days running 00:00 - 00:00
01/01/2019 to 03/31/2019

Month	Avg Inv	Opened	Closed	Avg Stay	DBR	Credit	Gross	Discounts	Coupons	Parking Net	Services	Taxes	Fees	Total	Weighted Rev per Parker			Weighted Daily Rev Avg		
															Parking	Services	Total	Parking	Services	Total
2019/01	114.16	767	755	5.53	756	1	59,384.00	-452.00	-753.00	58,179.00	2,132.00	0.00	0.00	60,311.00	76.96	2.82	79.78	13.92	0.51	14.43
2019/02	158.25	980	918	4.87	919	0	69,716.00	-656.40	-1,312.00	67,737.60	2,754.00	0.00	0.00	70,491.60	73.71	3.00	76.70	15.14	0.62	15.75
2019/03	170.65	1085	1138	5.09	1137	1	90,080.00	-1,076.60	-1,009.00	87,994.40	3,670.00	0.00	0.00	91,664.40	77.39	3.23	80.62	15.20	0.63	15.84
Totals	147.64	2832	2811	5.14	2812	2	219,180.00	-2,196.00	-3,074.00	213,911.00	8,556.00	0.00	0.00	222,467.00	76.07	3.04	79.11	14.80	0.59	15.39

3 PAGES

COMPARISON OF 1ST QTR 2018
WITH 1ST QTR OF 2019

Daily Trend Report for Park N Jet - Portland

2018-01-01 00:00:00 to 2018-03-31 23:59:59											2019-01-01 00:00:00 to 2019-03-31 23:59:59										
Day	Inv	Open	Close	Cred	Descnt	Coupon	Pkg Net	Services	Taxes	Total	Day	Inv	Open	Close	Cred	Descnt	Coupon	Pkg Net	Services	Taxes	Total
01/01/18	111	10	18	0	-30.00	0.00	1774.00	227.00	0.00	2001.00	01/01/19	109	6	29	0	-51.20	0.00	2816.80	83.00	0.00	2899.80
01/02/18	103	21	27	0	-15.60	-36.00	2820.40	197.00	0.00	3017.40	01/02/19	85	11	20	0	-14.20	-62.00	1971.80	97.00	0.00	2068.80
01/03/18	97	35	23	0	-17.20	-94.00	2178.80	173.00	0.00	2351.80	01/03/19	77	6	17	0	-45.60	0.00	1778.40	135.00	0.00	1913.40
01/04/18	109	4	3	0	0.00	0.00	336.00	18.00	0.00	354.00	01/04/19	66	23	14	0	0.00	0.00	1532.00	12.00	0.00	1544.00
01/05/18	110	10	26	0	0.00	-44.00	1868.00	125.00	0.00	1993.00	01/05/19	75	11	15	0	0.00	-96.00	1182.00	125.00	0.00	1307.00
01/06/18	94	26	33	0	-24.00	-36.00	1788.00	40.00	0.00	1828.00	01/06/19	71	23	9	0	0.00	0.00	930.00	10.00	0.00	940.00
01/07/18	86	16	14	0	0.00	0.00	1524.00	80.00	0.00	1604.00	01/07/19	84	41	17	0	-18.00	-68.00	1424.00	0.00	0.00	1424.00
01/08/18	89	35	20	0	0.00	-16.00	1704.00	30.00	0.00	1734.00	01/08/19	109	21	6	0	0.00	0.00	556.00	40.00	0.00	596.00
01/09/18	103	23	19	0	0.00	0.00	1308.00	214.00	0.00	1522.00	01/09/19	124	22	10	0	0.00	0.00	3220.00	30.00	0.00	3250.00
01/10/18	107	24	19	0	0.00	0.00	1040.00	93.00	0.00	1133.00	01/10/19	128	14	32	0	-7.20	-26.00	2320.80	47.00	0.00	2367.80
01/11/18	113	30	17	0	0.00	-4.00	1080.00	70.00	0.00	1150.00	01/11/19	110	18	37	0	-23.20	-63.00	2245.80	78.00	0.00	2323.80
01/12/18	126	27	21	0	-12.00	-4.00	1024.00	199.00	0.00	1223.00	01/12/19	91	18	14	0	0.00	0.00	1148.00	125.00	0.00	1273.00
01/13/18	132	15	27	0	-9.60	-144.00	1622.40	252.50	0.00	1874.90	01/13/19	95	22	17	0	0.00	0.00	1148.00	32.00	0.00	1180.00
01/14/18	120	12	28	0	0.00	-12.00	2184.00	200.00	0.00	2384.00	01/14/19	100	47	19	0	0.00	0.00	1884.00	0.00	0.00	1884.00
01/15/18	104	31	23	0	0.00	-50.00	1402.00	86.00	0.00	1488.00	01/15/19	128	28	28	0	-8.40	-26.00	2207.60	30.00	0.00	2237.60
01/16/18	112	24	18	0	-36.00	-20.00	952.00	185.00	0.00	1137.00	01/16/19	128	43	24	0	-40.60	0.00	1933.40	56.00	0.00	1989.40
01/17/18	118	17	14	0	0.00	-34.00	752.00	22.00	0.00	774.00	01/17/19	147	32	35	0	0.00	-36.00	1878.00	78.00	0.00	2056.00
01/18/18	121	20	22	0	0.00	0.00	1476.00	82.00	0.00	1556.00	01/18/19	144	34	46	0	-8.40	-28.00	2785.60	136.00	0.00	2921.60
01/19/18	119	42	32	0	-4.80	-46.00	2037.20	242.00	0.00	2279.20	01/19/19	132	18	15	0	0.00	-18.00	1422.00	142.00	0.00	1564.00
01/20/18	129	22	26	0	-9.60	-12.00	2162.40	130.00	0.00	2292.40	01/20/19	135	2	4	0	0.00	0.00	434.00	20.00	0.00	454.00
01/21/18	124	14	28	0	0.00	-38.00	1678.00	124.50	0.00	1802.50	01/21/19	133	28	34	0	-15.40	0.00	3030.60	65.00	0.00	3095.60
01/22/18	111	36	24	0	0.00	-24.00	1440.00	252.00	0.00	1692.00	01/22/19	127	42	35	0	-26.60	-84.00	2731.40	20.00	0.00	2751.40
01/23/18	123	25	21	0	0.00	-8.00	1496.00	128.00	0.00	1624.00	01/23/19	135	47	28	0	-37.80	-56.00	2476.20	132.00	0.00	2608.20
01/24/18	127	25	16	0	-48.00	0.00	900.00	115.00	0.00	1015.00	01/24/19	154	28	38	0	-43.40	-70.00	2720.60	58.00	0.00	2778.60
01/25/18	136	18	24	0	-30.00	0.00	1626.00	165.00	0.00	1791.00	01/25/19	144	27	32	0	-28.00	-28.00	2454.00	197.00	0.00	2651.00
01/26/18	130	24	33	0	0.00	0.00	2232.00	219.50	0.00	2451.50	01/26/19	139	15	38	0	-2.80	0.00	2643.20	20.00	0.00	2663.20
01/27/18	121	19	19	0	-1.20	0.00	1514.80	168.00	0.00	1682.80	01/27/19	116	15	34	1	0.00	-36.00	2512.00	274.00	0.00	2786.00
01/28/18	122	16	30	1	-48.00	-12.00	1704.00	14.00	0.00	1718.00	01/28/19	97	38	24	0	0.00	-56.00	1880.00	40.00	0.00	1930.00
01/29/18	108	23	17	0	-6.00	0.00	1502.00	53.00	0.00	1555.00	01/29/19	111	35	18	0	-5.60	0.00	1042.40	40.00	0.00	1082.40
01/30/18	114	23	13	0	0.00	0.00	876.00	20.00	0.00	896.00	01/30/19	128	15	25	0	-58.80	0.00	1951.20	10.00	0.00	1961.20
01/31/18	124	16	20	0	0.00	0.00	2084.00	98.50	0.00	2182.50	01/31/19	117	36	33	0	-15.80	0.00	2139.20	0.00	0.00	2139.20
02/01/18	120	26	25	0	0.00	0.00	1328.00	213.00	0.00	1541.00	02/01/19	121	26	28	0	-14.00	0.00	2018.00	40.00	0.00	2058.00
02/02/18	121	32	23	0	-42.00	-12.00	1670.00	213.50	0.00	1883.50	02/02/19	119	24	26	0	-11.20	-14.00	2412.80	162.00	0.00	2574.80
02/03/18	130	30	18	0	-8.40	-60.00	1391.60	153.00	0.00	1544.60	02/03/19	117	21	13	0	0.00	0.00	930.00	40.00	0.00	970.00
02/04/18	142	13	25	0	-18.00	-12.00	1622.00	118.00	0.00	1740.00	02/04/19	125	54	29	0	0.00	-42.00	2206.00	72.00	0.00	2278.00
02/05/18	130	31	21	0	-4.80	0.00	1451.20	40.00	0.00	1491.20	02/05/19	150	53	25	0	-25.20	-28.00	2046.80	76.00	0.00	2122.80
02/06/18	140	28	32	0	-72.00	-36.00	2040.00	54.00	0.00	2094.00	02/06/19	178	38	40	0	0.00	-42.00	1750.00	38.00	0.00	1788.00

2018-01-01 00:00:00 to 2018-03-31 23:59:59											2019-01-01 00:00:00 to 2019-03-31 23:59:59										
Day	Inv	Open	Close	Cred	Debit	Coupon	Pkg Net	Services	Taxes	Total	Day	Inv	Open	Close	Cred	Debit	Coupon	Pkg Net	Services	Taxes	Total
02/07/18	136	14	7	0	0.00	-12.00	200.00	20.00	0.00	220.00	02/07/19	176	25	39	0	-40.60	-98.00	223.40	80.00	0.00	233.40
02/08/18	143	25	32	0	-10.40	-16.00	2137.60	92.50	0.00	2230.10	02/08/19	161	33	55	0	-39.20	-14.00	3558.80	130.00	0.00	3688.80
02/09/18	136	26	35	0	-6.00	-12.00	2666.00	350.00	0.00	3036.00	02/09/19	140	18	27	0	-36.40	-132.00	2075.60	110.00	0.00	2185.60
02/10/18	127	20	23	0	-22.40	-12.00	2037.60	50.00	0.00	2087.60	02/10/19	131	25	26	0	-63.00	0.00	2457.00	60.00	0.00	2517.00
02/11/18	124	20	23	0	0.00	-12.00	1960.00	177.00	0.00	2137.00	02/11/19	130	57	38	0	0.00	-42.00	2646.00	157.00	0.00	2803.00
02/12/18	121	32	19	0	-21.60	-48.00	1070.40	70.00	0.00	1140.40	02/12/19	149	34	13	0	0.00	-42.00	952.00	157.00	0.00	1109.00
02/13/18	134	18	26	0	0.00	-44.00	1812.00	216.50	0.00	2028.50	02/13/19	170	17	39	0	-26.00	0.00	3400.00	144.00	0.00	3544.00
02/14/18	126	37	22	0	0.00	-4.00	1188.00	132.00	0.00	1320.00	02/14/19	148	34	37	0	-18.20	-26.00	2321.80	30.00	0.00	2351.80
02/15/18	141	29	27	0	0.00	-4.00	1608.00	194.50	0.00	1802.50	02/15/19	145	21	30	0	0.00	-70.00	2060.00	74.00	0.00	2134.00
02/16/18	143	32	15	0	0.00	0.00	856.00	58.00	0.00	914.00	02/16/19	136	18	26	0	-49.00	-28.00	2331.00	62.00	0.00	2393.00
02/17/18	160	29	16	0	-90.00	-12.00	1162.00	130.00	0.00	1292.00	02/17/19	128	39	20	0	-37.80	0.00	2006.20	50.00	0.00	2056.20
02/18/18	172	24	22	0	-3.00	-16.00	2272.00	402.00	0.00	2719.00	02/18/19	147	50	25	0	-35.00	-66.00	1715.00	20.00	0.00	1735.00
02/19/18	169	35	31	0	0.00	-34.00	2200.00	98.00	0.00	2298.00	02/19/19	171	46	21	0	-58.80	-28.00	1691.20	12.00	0.00	1703.20
02/20/18	173	28	17	0	-8.00	0.00	1044.00	20.00	0.00	1064.00	02/20/19	197	33	29	0	-54.60	-98.00	1793.40	129.00	0.00	1922.40
02/21/18	184	28	27	0	0.00	-16.00	1856.00	223.50	0.00	2079.50	02/21/19	201	36	43	0	-35.00	-14.00	3051.00	70.00	0.00	3121.00
02/22/18	185	26	34	0	0.00	-24.00	2472.00	108.50	0.00	2580.50	02/22/19	194	20	46	0	-35.00	-56.00	3177.00	105.00	0.00	3282.00
02/23/18	177	27	31	0	0.00	-10.00	1780.00	110.00	0.00	1890.00	02/23/19	167	29	32	0	-5.60	0.00	2682.40	145.00	0.00	2827.40
02/24/18	173	25	41	0	0.00	-71.00	3540.00	225.00	0.00	3765.00	02/24/19	165	26	34	0	0.00	-50.00	3100.00	316.00	0.00	3416.00
02/25/18	157	26	33	0	-4.80	0.00	2267.20	128.50	0.00	2395.70	02/25/19	157	80	28	0	-23.80	-28.00	2496.20	131.00	0.00	2627.20
02/26/18	150	23	25	0	0.00	-12.00	2124.00	277.50	0.00	2401.50	02/26/19	209	39	31	0	-8.40	-84.00	2259.60	42.00	0.00	2301.60
02/27/18	148	21	37	0	-84.00	-38.00	3098.00	433.00	0.00	3531.00	02/27/19	217	52	60	0	-32.20	-312.00	4473.80	78.00	0.00	4551.80
02/28/18	132	27	21	0	0.00	-36.00	1996.00	128.00	0.00	2124.00	02/28/19	210	32	59	0	-15.40	-28.00	3892.60	222.00	0.00	4114.60
03/01/18	138	31	32	0	0.00	0.00	2836.00	392.00	0.00	3228.00	03/01/19	183	34	46	0	-14.00	-14.00	3262.00	32.00	0.00	3294.00
03/02/18	137	9	16	0	-3.60	-36.00	876.40	126.00	0.00	1002.40	03/02/19	171	26	36	0	0.00	-105.00	3617.00	72.00	0.00	3689.00
03/03/18	130	19	26	1	0.00	-20.00	1788.00	118.00	0.00	1906.00	03/03/19	161	25	31	0	-46.20	-28.00	2593.80	86.00	0.00	2679.80
03/04/18	124	36	34	0	0.00	-4.00	2104.00	142.00	0.00	2246.00	03/04/19	155	35	29	0	-11.20	-28.00	2740.80	185.00	0.00	2925.80
03/05/18	127	28	21	1	0.00	-34.00	1826.00	90.00	0.00	1916.00	03/05/19	161	51	33	0	-43.40	-112.00	2630.60	67.00	0.00	2697.60
03/06/18	134	34	23	0	0.00	0.00	1372.00	184.50	0.00	1536.50	03/06/19	179	53	28	0	-33.60	-70.00	1716.40	10.00	0.00	1726.40
03/07/18	145	23	19	0	-8.40	0.00	1167.60	34.00	0.00	1201.60	03/07/19	204	19	39	0	-44.80	-18.00	2713.20	62.00	0.00	2775.20
03/08/18	149	9	20	0	0.00	-50.00	1438.00	130.00	0.00	1568.00	03/08/19	184	41	43	0	-8.40	-28.00	2725.60	155.00	0.00	2880.60
03/09/18	138	26	28	0	0.00	-18.00	2080.00	275.00	0.00	2355.00	03/09/19	181	26	27	0	-46.20	-28.00	2529.80	80.00	0.00	2609.80
03/10/18	136	25	27	0	-7.20	0.00	2612.80	143.50	0.00	2756.30	03/10/19	180	29	35	0	-32.20	-42.00	3369.80	74.00	0.00	3443.80
03/11/18	134	19	30	0	0.00	-48.00	2108.00	65.00	0.00	2173.00	03/11/19	175	45	45	0	-44.80	-28.00	4053.20	310.00	0.00	4363.20
03/12/18	124	48	25	1	0.00	-58.00	1562.00	90.00	0.00	1652.00	03/12/19	175	57	38	1	0.00	-28.00	3024.00	42.00	0.00	3066.00
03/14/18	148	23	13	0	0.00	-12.00	956.00	10.00	0.00	966.00	03/14/19	185	33	46	0	0.00	-28.00	2676.00	147.00	0.00	2823.00
03/15/18	156	48	44	0	-18.00	-20.00	3002.00	342.00	0.00	3344.00	03/15/19	172	32	35	0	-110.60	-28.00	3067.40	142.00	0.00	3209.40
03/16/18	162	33	30	0	0.00	-26.00	1980.00	121.00	0.00	2101.00	03/16/19	169	17	33	0	-23.80	-26.00	3298.20	177.00	0.00	3475.20
03/17/18	165	21	27	0	-8.40	0.00	2499.60	129.00	0.00	2628.60	03/17/19	153	22	26	0	0.00	-70.00	2044.00	80.00	0.00	2124.00
03/18/18	156	26	30	0	0.00	0.00	1748.00	89.00	0.00	1837.00	03/18/19	149	69	38	0	0.00	0.00	3290.00	160.00	0.00	3450.00
03/19/18	155	45	23	0	0.00	-16.00	1640.00	40.00	0.00	1680.00	03/19/19	180	59	32	0	-14.00	-64.00	2462.00	30.00	0.00	2492.00

2018-01-01 00:00:00 to 2018-03-31 23:59:59											
Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total	
03/20/18	177	31	27	0	-2.00	-8.00	1706.00	166.00	0.00	1872.00	
03/21/18	181	22	13	0	0.00	-12.00	1140.00	138.00	0.00	1278.00	
03/22/18	190	45	44	0	-7.20	-40.00	2892.80	140.00	0.00	3032.80	
03/23/18	191	47	40	0	0.00	-51.00	2560.00	333.00	0.00	2893.00	
03/24/18	197	18	25	0	0.00	-12.00	2244.00	92.00	0.00	2336.00	
03/25/18	190	11	48	0	-18.00	-48.00	3566.00	228.00	0.00	3794.00	
03/26/18	154	39	39	0	0.00	-78.00	3006.00	186.00	0.00	3192.00	
03/27/18	154	21	29	0	0.00	0.00	2468.00	114.50	0.00	2582.50	
03/28/18	146	22	34	0	-15.60	-52.00	2222.40	98.00	0.00	2320.40	
03/29/18	134	27	25	0	0.00	-30.00	1806.00	137.00	0.00	1943.00	
03/30/18	136	25	38	0	0.00	-52.00	2556.00	258.00	0.00	2814.00	
03/31/18	122	22	47	0	0.00	0.00	1207.00	130.00	0.00	1337.00	
03/01/19	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	
12173	2258	2246	5	-772.80	-1942.00	160253.20	12850.50	0.00	173103.70		

2019-01-01 00:00:00 to 2019-03-31 23:59:59											
Day	Inv	Open	Close	Cred	Disct	Coupon	Pkg Net	Services	Taxes	Total	
03/20/19	207	27	49	0	-100.80	-42.00	3199.20	263.00	0.00	3462.20	
03/21/19	185	23	47	0	-21.00	0.00	2929.00	70.00	0.00	2999.00	
03/22/19	161	35	51	0	-42.00	-28.00	3770.00	120.00	0.00	3890.00	
03/23/19	145	21	24	0	-39.20	-28.00	2424.80	230.00	0.00	2654.80	
03/24/19	142	21	29	0	-5.60	0.00	2500.40	92.00	0.00	2592.40	
03/25/19	133	59	26	0	0.00	0.00	1626.00	78.00	0.00	1704.00	
03/26/19	167	47	31	0	-46.20	0.00	2627.80	85.00	0.00	2712.80	
03/27/19	183	49	41	0	-77.00	-14.00	2877.00	75.00	0.00	2952.00	
03/28/19	191	27	47	0	-113.40	0.00	3470.60	210.00	0.00	3680.60	
03/29/19	171	25	45	0	-22.40	-112.00	3155.60	70.00	0.00	3225.60	
03/30/19	151	22	30	0	-61.60	-14.00	2192.40	134.00	0.00	2326.40	
03/31/19	143	23	35	0	0.00	-28.00	2492.00	160.00	0.00	2652.00	
03/13/19	194	33	42	0	-74.20	-14.00	2915.80	172.00	0.00	3087.80	
13288	2832	2812	2	-2195.00	-3122.00	213911.00	8556.00	0.00	222467.00		

	2018	2019	Change
Pkg Net.	\$160253.20	\$213911.00	33.48%
Total	\$173103.70	\$222467.00	28.52%
Closed	2246	2812	25.20%

Addendum D: Improved Sales Datasheets

IMPROVED SALE COMPARABLE 1



Property Name: Sunrise Airport Parking
Address: 1236 East Airport Drive
City, State, Zip: Ontario CA 91761-2017
MSA: Riverside-San Bernardino
County: San Bernardino
Submarket: N/A
Property Type: Retail-Commercial
Property Subtype: Parking Facility - Surface
Classification: N/A
ID: 126773
Tax Number(s): 0113-221-31

PROPERTY INFORMATION

Site Area (Acres):	5.79	Number of Buildings:	1
Site Area (Sq.Ft.):	252,212	Number of Stories:	1
Gross Bldg Area:	1,800	Number of Parking:	613
Gross Leasable Area:	1,800	Parking Ratio:	340.56:1,000
Year Built:	1988	L:B Ratio:	140.12:1
Last Renovation:	N/A	Tenancy Type:	Owner Occupied
Quality:	Average		
Condition:	Average		

SALE INFORMATION

Status:	Recorded Sale	OAR:	7.25%
Deed Reference:	20160083756	NOI:	\$308,125
Sale Date:	3/2016	NOI per Space:	\$502.65
Sale Price:	\$4,250,000	Occupancy:	90.00%
Price per Space:	\$6,933	Buying Entity:	N/A
Value Interest:	Fee Simple		
Grantor:	Gomez G C Separate Property Trust		
Grantee:	Marconi, LLC		
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

CoStar, Assessor's Page, reliable Third Party

COMMENTS

The Sunrise Airport Parking provides parking for Ontario International Airport and has been in operation for 35 years. The lot has approximately 600 spaces. The rate is \$8.00 per day, and the property was under contract from March 2013 to August 2013 for \$4,900,000. There was limited interest since the contract fell through, but was ultimately acquired in March 2016. The business and the real estate were acquired together. The real estate sold at \$3.5M and the business value was an additional \$750,000. The broker reported the cap rate was 7.25%. Based on 613 parking spaces, the sale price equates to \$6,933 per space.



Property Name: Fly Away Airport Parking
 Address: 1671 Murfreesboro Pike
 City, State, Zip: Nashville TN 37217-2917
 MSA: Nashville
 County: Davidson
 Submarket: N/A
 Property Type: Retail-Commercial
 Property Subtype: Parking Facility - Surface
 Classification: N/A
 ID: 329379
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	8.50	Number of Buildings:	1
Site Area (Sq.Ft.):	370,260	Number of Stories:	1
Gross Bldg Area:	1,140	Number of Parking:	1,140
Gross Leasable Area:	1,140	Parking Ratio:	1,000.00:1,000
Year Built:	1995	L:B Ratio:	324.79:1
Last Renovation:	N/A	Tenancy Type:	Owner Occupied
Quality:	Average		
Condition:	Average		

SALE INFORMATION

Status:	Recorded Sale	OAR:	8.00%
Deed Reference:	20151102-0111596	NOI:	\$640,000
Sale Date:	10/2015	NOI per Space:	\$561.40
Sale Price:	\$8,000,000	Occupancy:	N/A
Price per Space:	\$7,018	Buying Entity:	Owner-User
Value Interest:	Fee Simple		
Grantor:	J&L Airport Parking, LLC		
Grantee:	PAVe Nashville, LLC et a		
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public records and press release

COMMENTS

Parkit Enterprise, Inc. acquired Fly Away Airport Parking, a 1,140 stall, 8.5-acre facility servicing the Nashville International Airport. The \$8 million transaction was completed with \$5.4 million of financing at LIBOR plus 230 basis points, amortizing for periods up to 25 years. In addition, \$1.2 million of vendor financing was utilized at 4% amortizing over five years. Parkit invested \$677,000, representing 50% of the contributed capital for the acquisition. The remaining capital was funded by Parking Real Estate LLC, Parkit's joint venture partner. The cap rate is based on year one net operating income. Based on 1,140 parking spaces



Property Name: Fastrak Airport Parking
 Address: 195 98th Avenue
 City, State, Zip: Oakland CA 94603-1003
 MSA: Oakland
 County: Alameda
 Submarket: N/A
 Property Type: Retail-Commercial
 Property Subtype: Parking Facility - Surface
 Classification: N/A
 ID: 134570
 Tax Number(s): 5020-002-17, 044-5020-002-21,
 044-5070-020
 -020

PROPERTY INFORMATION

Site Area (Acres):	5.66	Number of Buildings:	1
Site Area (Sq.Ft.):	246,629	Number of Stories:	1
Gross Bldg Area:	5,000	Number of Parking	710
Gross Leasable Area:	5,000	Parking Ratio:	142.00:1,000
Year Built:	1999	L:B Ratio:	49.33:1
Last Renovation:	2004	Tenancy Type:	Owner Occupied
Quality:	Good		
Condition:	Good		

SALE INFORMATION

Status:	Recorded Sale	OAR:	7.67%
Deed Reference:	2015129999	NOI:	\$415,973
Sale Date:	5/2015	NOI per Space:	\$585.88
Sale Price:	\$5,425,000	Occupancy:	70.00%
Price per Space:	\$7,641	Buying Entity:	Owner-User
Value Interest:	Fee Simple		
Grantor:	CFS 2907 Oakland Red LLC,		
Grantee:	Dodg Corporation		
Financing:	N/A		
Condition of Sale:	None		

VERIFICATION COMMENTS

Buyer and Public Records.

COMMENTS

The property contains 710 spaces, a portion of which are covered. In addition to the parking stalls, the subject is improved with a maintenance building containing approximately 5,000 square feet as well as a modular building used as an office. The NOI is based on historical and projected average daily rates of \$8.80 and an average occupancy of 70%. Based on 710 parking spaces, the sale price equates to \$7,641 per space.



Property Name: Canopy Airport Parking
 Address: 8100 Tower Road
 City, State, Zip: Commerce City CO 80022
 County: Adams
 Submarket: N/A
 Property Type: Retail-Commercial
 Property Subtype: Parking Facility - Surface
 Classification: N/A
 ID: 386928
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	46.22	Number of Buildings:	1
Site Area (Sq.Ft.):	2,013,169	Number of Stories:	1
Gross Bldg Area:	21,000	Number of Parking:	4,200
Gross Leasable Area:	21,000	Parking Ratio:	200.00:1,000
Year Built:	2010	L:B Ratio:	95.87:1
Last Renovation:	N/A	Tenancy Type:	Owner Occupied
Quality:	Good		
Condition:	Good		

SALE INFORMATION

Status:	Recorded Sale	OAR:	8.60%
Deed Reference:	0029443	NOI:	\$3,268,000
Sale Date:	4/2015	NOI per Space:	\$778.10
Sale Price:	\$38,000,000	Occupancy:	60.00%
Price per Space:	\$9,048	Buying Entity:	Owner-User
Value Interest:	Leasehold		
Grantor:	Canopy Airport Parking, LLC		
Grantee:	OP Canopy Owner, LLC		
Financing:	N/A		
Condition of Sale:	None		

VERIFICATION COMMENTS

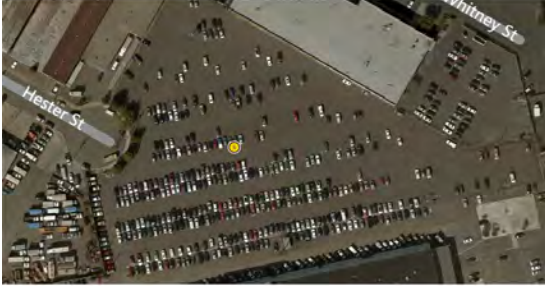
C&W Files

COMMENTS

This 4,200 airport parking facility includes 150,000 square feet of covered space with 475 indoor valet spaces plus 1,025 self-park spaces. There are an additional 2,700 uncovered spaces. There is a ground lease in place where the tenant pays the landlord 5.0 percent of EGI. The lease is for 20 years with four five-year renewal options. Only the first renewal period is the tenant's option, with a possible expiration date of September 30, 2034. Average annual occupancy is estimated at 60.0 percent.

IMPROVED SALE COMPARABLE 5

Property Name: Espresso Airport Parking
Address: 880 Dolittle Street and 498 Hester Street
City, State, Zip: San Leandro CA 94577
County: Alameda
Submarket: Oakland CA - Airport Area
Property Type: Retail-Commercial
Property Subtype: Parking Facility - Surface
Classification: N/A
ID: 371974
Tax Number(s): N/A



PROPERTY INFORMATION

Site Area (Acres):	14.38	Number of Buildings:	1
Site Area (Sq.Ft.):	626,393	Number of Stories:	1
Gross Bldg Area:	213,373	Number of Parking:	1,230
Gross Leasable Area:	213,373	Parking Ratio:	5.76:1,000
Year Built:	1952	L:B Ratio:	2.94:1
Last Renovation:	N/A	Tenancy Type:	Single-Tenant
Quality:	N/A		
Condition:	N/A		

SALE INFORMATION

Status:	Recorded Sale	OAR:	6.50%
Deed Reference:	236393	NOI:	\$1,215,500
Sale Date:	9/2014	NOI per Space:	\$988.21
Sale Price:	\$18,700,000	Occupancy:	N/A
Price per Space:	\$15,203	Buying Entity:	Owner-User
Value Interest:	Fee Simple		
Grantor:	Ann Becher Smead		
Grantee:	Parking Acquisition Ventures, LLC		
Financing:	N/A		
Condition of Sale:	None		

VERIFICATION COMMENTS

C&W Research, CoStar

COMMENTS

This was the September 2014 portfolio sale of two adjoining parcels to the prior tenant. The property services the off-airport parking needs for patrons of the Oakland International Airport. The property has 1,000 surface spaces and 230 covered spaces. Based on 1,230 parking spaces, the sale price equates to \$15,203 per space.

Addendum E: Qualifications of the Appraisers



Sean Finnerty, MAI Senior Director

Valuation & Advisory
Cushman & Wakefield of Massachusetts, Inc.

Professional Expertise

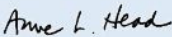
Mr. Finnerty is a Senior Director for Cushman & Wakefield's Valuation & Advisory group in the New England Area. Prior to joining Cushman & Wakefield, Mr. Finnerty was the principal of his own appraisal practice that focused on private estate assignments for portfolio management and tax filings. Since 2004, Mr. Finnerty has also worked as an appraisal consultant for New England Commercial Realty Advisors, Inc., in Westborough, Massachusetts. During this time, Mr. Finnerty has appraised a variety of commercial properties within the New England region. Prior to becoming an appraiser, Mr. Finnerty worked in commercial property management and real estate acquisitions.

Appraisal and consulting assignments have included self-storage, car dealerships, vacant land, gas stations, multi-tenanted office buildings, industrial properties, market and affordable apartment buildings, student housing, feasibility and market studies, special-use properties, and investment properties throughout the New England area.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute (MAI #468086). As of the current date, Sean Finnerty, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Associate Member – Massachusetts Board of Real Estate Appraisers
- Member – Maine Real Estate & Development Association (MEREDA)
- Member – NH Commercial Investment Board of Realtors (NHCIBOR)
- Certified General Real Estate Appraiser in the following states:
 - Maine – CG2844
 - Massachusetts – 75369
 - New Hampshire – NHCG-771
 - Rhode Island – CGA.0020017
 - Vermont – 080.0106395
- Bachelor of Arts – History, Bridgewater State College

MAINE

	State of Maine DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION BOARD OF REAL ESTATE APPRAISERS
License Number CG2844	
Be it known that	
SEAN THOMAS FINNERTY	
has qualified as required by Title 32 MRSA Chapter 123 and is licensed as:	
CERTIFIED GENERAL APPRAISER	
ISSUE DATE December 30, 2018	 Commissioner
EXPIRATION DATE December 31, 2019	

MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS		
DIVISION OF PROFESSIONAL LICENSURE		
BOARD OF		
REAL ESTATE APPRAISERS		
ISSUES THE FOLLOWING LICENSE CERT		
GEN. REAL ESTATE APPRAISER		
SEAN T FINNERTY		
225 FRANKLIN STREET		
SUITE 300		
BOSTON, MA 02110		
75369	09/20/2020	547281
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

NEW HAMPSHIRE

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

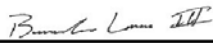
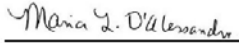
ISSUED TO: SEAN T FINNERTY



NHCG-771

EXPIRATION DATE: 09/30/2020

RHODE ISLAND

	State of Rhode Island and Providence Plantations Department of Business Regulation Real Estate Appraisers Section John O. Pastore Complex, Bldg. 69-1 1511 Pontiac Avenue Cranston, RI 02920-0942	
Certified General Appraiser		
Certification No. <u>CGA.0020017</u>	This Certification Expires on: <u>06/29/2020</u>	
(In accordance with Title V, Chapter 20.7 of the General Laws of Rhode Island relating to Real Estate Appraisers) Pursuant to vested authority and having received full payment of the required fee, the Department of Business Regulation has licensed/certified		
Sean T. Finnerty		
The person named herein may engage in the business of appraisal practice, provided he shall in all respects conform to the Provisions of Title V, Chapter 20.7 of the General Laws of Rhode Island 1987, as amended, and the rules and regulations issued under authority thereof, beginning <u>06/30/2018</u> and ending <u>06/29/2020</u> unless this license is suspended revoked or voluntarily returned to the Department during this period.		
 Chairperson, Real Estate Appraisers Board	 Deputy Director	

VERMONT



State of Vermont
Real Estate Appraisers
Certified General Real Estate Appraiser

Sean T. Finnerty
225 Franklin St Ste 300
Boston , Massachusetts 02110-2812

Credential #:080.0106395
Status:Active
Effective:Jun 01,2018
Expires:May 31, 2020



Secretary of State

For the most accurate and up to date record of licensure, please visit <https://secure.professionals.vermont.gov/>



Robert N. Skinner, MAI, MRICS Executive Managing Director

Valuation & Advisory
Cushman & Wakefield of Massachusetts, Inc.

Professional Expertise

Mr. Skinner is an Executive Managing Director of Cushman & Wakefield's Valuation & Advisory (V&A) group and the Area Lead for both the New England (MA, RI, ME, VT, & NH) and Mid-Atlantic (PA, MD, DE, VA & DC) regions. In this capacity, he manages Cushman & Wakefield's V&A activities and serves as the single point of contact for several major clients. Prior to joining Cushman & Wakefield in 2001, Mr. Skinner worked in investment sales, where he spent five years with New England's top producing investment sales team analyzing, underwriting and marketing the region's top assets.

Mr. Skinner has specialized in multifamily properties including garden, mid-rise and high-rise apartment, and condominium assets, as well as CBD office and life science product and proposed mixed-use developments. To date, Mr. Skinner has analyzed and valued over \$25 billion in for-rent and for-sale housing, totaling 75,000 units, and \$14 billion in office product, totaling 60 million square feet. As a member of C&W's Dispute Analysis & Litigation Practice, he continues to provide litigation, arbitration and expert witness services.

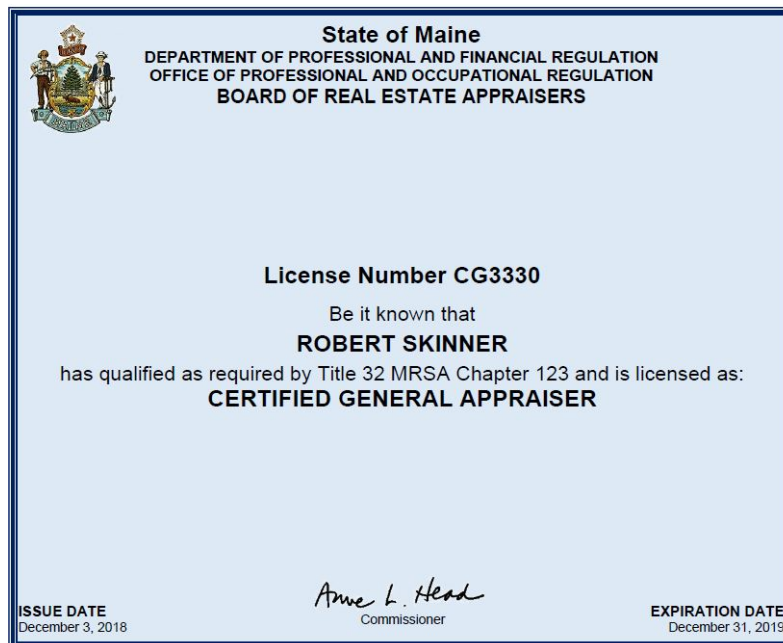
Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute (MAI #451313). As of the current date, Robert Skinner, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Member, Royal Institution of Chartered Surveyors No. 5604056
- Member, Rental Housing Association
- Member, Real Estate Finance Association
- Certified General Real Estate Appraiser in the following states:
 - Connecticut – RCG.0001388
 - Maine – CG3330
 - Massachusetts – 75057
 - New Hampshire – NHCG-720
 - Rhode Island – CGA.0A01325
 - Vermont – 080.0105759
- Master of Business Administration in Real Estate Finance and Entrepreneurship, Boston University
- Bachelor of Science in Landscape Design and Horticulture, University of Connecticut

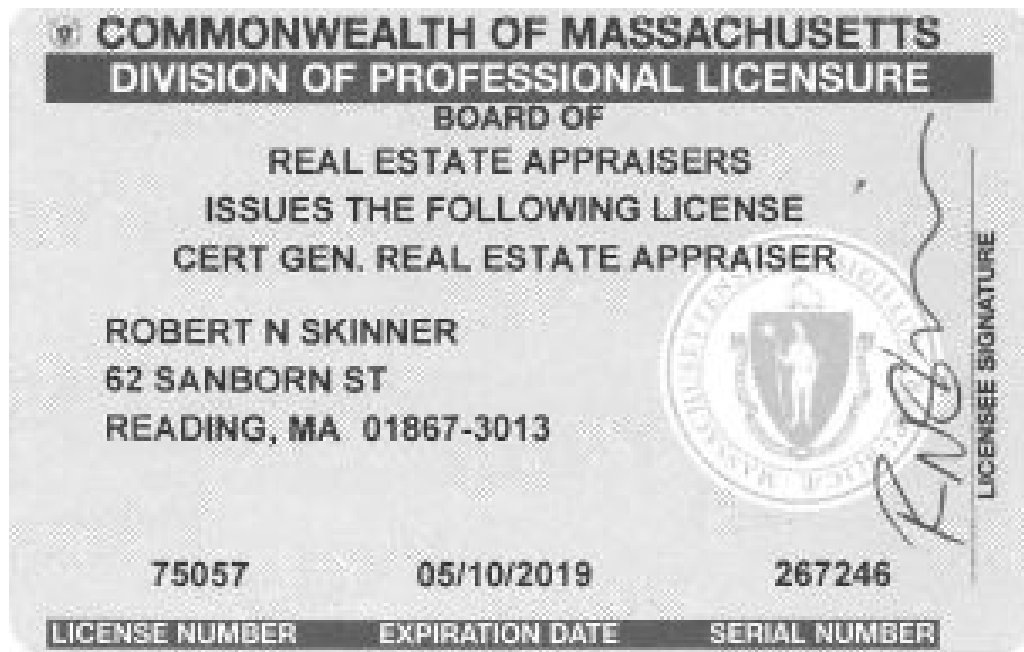
CONNECTICUT



MAINE



MASSACHUSETTS



NEW HAMPSHIRE

State of New Hampshire

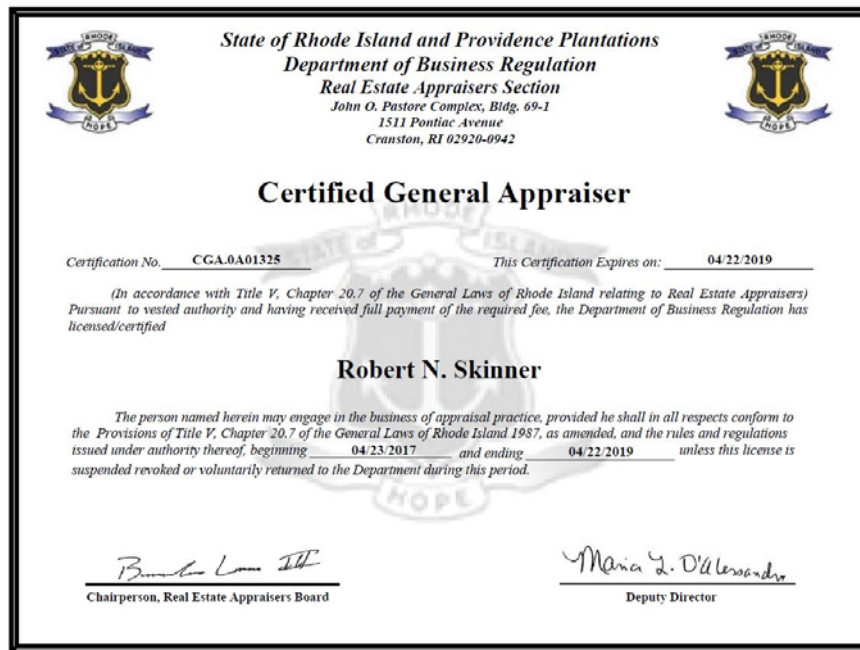
REAL ESTATE APPRAISER BOARD
APPROVED TO PRACTICE AS AN
CERTIFIED GENERAL APPRAISER
ISSUED TO: ROBERT N SKINNER



NHCG-720

EXPIRATION DATE: 05/31/2020

RHODE ISLAND



VERMONT





APPRAISAL OF REAL PROPERTY

Parcels C & D
Jetport Boulevard (Parcel C) & 1060 Westbrook Street (Parcel D)
Portland, Cumberland County, ME 04102

IN AN APPRAISAL REPORT

As of March 8, 2019

Prepared For:

Toye Airport Park, LLC
P.O. Box 6285
Cape Elizabeth, ME 04107

Prepared By:

Cushman & Wakefield of Massachusetts, Inc.
Valuation & Advisory
225 Franklin Street, Suite 300
Boston, MA 02110
Cushman & Wakefield File ID: 19-27001-900309-002



Parcels C & D

**Jetport Boulevard (Parcel C) & 1060 Westbrook
Street (Parcel D)**

Portland, Cumberland County, ME 04102



225 Franklin Street, Suite 300
Boston, MA 02110
Tel +1 (617) 330-6966
cushmanwakefield.com

August 25, 2019

Mr. Thomas Toye, III
President
Toye Airport Park, LLC
P.O. Box 6285
Cape Elizabeth, ME 04107

Re: Appraisal Report

Parcels C & D

Jetport Boulevard (Parcel C) & 1060 Westbrook Street (Parcel D)
Portland, Cumberland County, ME 04102

Cushman & Wakefield File ID: 19-27001-900309-002

Dear Mr. Toye, III:

In fulfillment of our agreement as outlined in the Letter of Engagement copied in the Addenda, we are pleased to transmit our appraisal of the above referenced property in the following Appraisal Report.

The subject properties consist of two vacant parcels of land located along Jetport Boulevard and Westbrook Street within close proximity to the Portland Jetport. Parcel C is situated along Jetport Boulevard and has a land area of 1.97 acres. Parcel D is located at the corner of Jetport Boulevard and Westbrook Street and has a land area of 4.03 acres.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP).

Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinions:

Value Conclusions			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Market Vause As-Is (Parcel C)	Fee Simple	March 8, 2019	\$550,000
Market Vause As-Is (Parcel D)	Fee Simple	March 8, 2019	\$650,000

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

The appraisal employs a number of extraordinary assumptions. We have assumed that each parcel is developable. In addition, we have assumed the information regarding the areas of the parcels, the location of the wetlands, and additional encumbrances provided to us by the Client and/or estimated are accurate. We have also assumed that Parcel C is encumbered with only 10,780 square feet of wetlands that can be filled for a parking lot use per the permit issued on January 15, 2016 by the Army Corps of Engineers.

The City of Portland only indicates the site area of Parcel D as 2.37 acres. The site plan provided by the ownership indicates a land area of 4.03 acres. We have assumed the survey information is accurate and have relied on it for this report. A review of the legal description and a discussion with the ownership revealed that northerly section of the site is encumbered with a drainage easement and detention pond. The ownership indicated that the easement and pond encumber approximately one-acre or 43,560 square feet of land area. We have assumed this information is accurate and have utilized a net land area for Parcel D of 131,987 square feet. Because the use of these assumptions will affect market value, we reserve the right to revise or conclusions if this information is found to be untrue.

Hypothetical Conditions

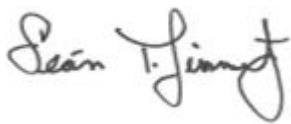
For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

CUSHMAN & WAKEFIELD OF MASSACHUSETTS, INC.



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ME Certified General Appraiser
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Client Satisfaction Survey

WE WANT TO HEAR FROM YOU! VALUATION & ADVISORY



V&A National Quality Control Group values your feedback!

- What are we doing right?
- Are there areas where we could improve?
- Did our report meet your requirements?

As part of our quality monitoring campaign, your comments are critical to our efforts to continuously improve our service.

We'd appreciate your help in completing a short survey pertaining to this report and the level of service you received. Rest assured, any feedback will be treated with proper discretion and is not shared with executive management. If you prefer to limit who receives the survey response, the distribution can be altered at your request.

Simply click <https://www.surveymonkey.com/r/LQKCGLF?c=19-27001-900309-002> to respond or print out the survey in the Addenda to submit a hard copy.

Contact our Quality Control Committee with any questions or comments:

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Steve.Saunders@cushwake.com

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Summary of Salient Facts and Conclusions

BASIC INFORMATION

Common Property Name:	Parcels C & D Jetport Boulevard (Parcel C) & 1060 Westbrook Street (Parcel D)
Address:	Portland, Maine 04102
County:	Cumberland Toye Realty Holdings, LLC & Toye Realty Holdings III, LLC
Property Ownership Entity:	

SITE INFORMATION

Land Area:	<u>Square Feet</u>	<u>Acres</u>
Parcel C:	85,813	1.97
Parcel D (Gross):	175,547	4.03
Parcel D (Net):	131,987	3.03
Site Shape:	Irregularly shaped	
Site Topography:	Gently sloping	
Frontage:	Good	
Site Utility:	Average	

MUNICIPAL INFORMATION**Assessment Information:**

Assessing Authority:	City of Portland
Assessor's Parcel Identification:	210A-A006-001 (Parcel C), 207-A-012-001 & 210A-B-7 (Parcel D)
Current Tax Year:	2019
Taxable Assessment:	\$1,003,300
Current Tax Liability:	\$22,554
Taxes per square foot:	\$0.14
Are taxes current?	Taxes are current
Is a grievance underway?	Not to our knowledge
Subject's assessment is:	At market levels

Zoning Information:

Municipality Governing Zoning:	City of Portland
Current Zoning:	A-B Airport Business
Is current use permitted?	Yes
Current Use Compliance:	Complying use
Zoning Change Pending:	Not to our knowledge
Zoning Variance Applied For:	Not to our knowledge

HIGHEST & BEST USE**As Vacant-Parcel C:**

Development of a parking facility as supported by market demand

As Vacant-Parcel D:

Interim hold until market conditions support speculative commercial development as allowed by zoning.

VALUATION INDICES		Market Value
VALUE DATE		As-Is
		March 8, 2019
PARCEL C LAND VALUATION		
Land Value		
Indicated Value:		\$550,000
Per Square Foot:		\$6.41
PARCEL D LAND VALUATION		
Land Value		
Indicated Value:		\$650,000
Per Square Foot:		\$4.92
EXPOSURE AND MARKETING TIMES		
Exposure Time:		12 Months
Marketing Time:		12 Months

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

The appraisal employs a number of extraordinary assumptions. We have assumed that each parcel is developable. In addition, we have assumed the information regarding the areas of the parcels, the location of the wetlands, and additional encumbrances provided to us by the Client and/or estimated are accurate. We have also assumed that Parcel C is encumbered with only 10,780 square feet of wetlands that can be filled for a parking lot use per the permit issued on January 15, 2016 by the Army Corps of Engineers.

The City of Portland only indicates the site area of Parcel D as 2.37 acres. The site plan provided by the ownership indicates a land area of 4.03 acres. We have assumed the survey information is accurate and have relied on it for this report. A review of the legal description and a discussion with the ownership revealed that northerly section of the site is encumbered with a drainage easement and detention pond. The ownership indicated that the easement and pond encumber approximately one-acre or 43,560 square feet of land area. We have assumed this information is accurate and have utilized a net land area for Parcel D of 131,987 square feet. Because the use of these assumptions will affect market value, we reserve the right to revise our conclusions if this information is found to be untrue.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Property Photographs

AERIAL PHOTOGRAPH – BOUNDARIES ARE APPROXIMATE



PARCEL C



PARCEL C



PARCEL C



PARCEL D



PARCEL D



PARCEL D



Scope of Work

Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report:

Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP).

Cushman & Wakefield of Massachusetts, Inc. has an internal Quality Control Oversight Program. This Program mandates a "second read" of all appraisals. Assignments prepared and signed solely by designated members (MAIs) are read by another MAI who is not participating in the assignment. Assignments prepared, in whole or in part, by non-designated appraisers require MAI participation, Quality Control Oversight, and signature. For this assignment, Quality Control Oversight was provided by Stefan Sargeant, MAI, MRICS.

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms “describe,” “summarize,” and “state” connote different levels of detail, with “describe” as the most comprehensive approach and “state” as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report:

- Describes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Describes the Scope of Work used to develop the appraisal
- Describes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Describes the rationale for the Highest and Best Use opinion

Identification of Property

Common Property Name:	Parcels C & D
Address:	Jetport Boulevard (Parcel C) & 1060 Westbrook Street (Parcel D), Portland, Cumberland County, Maine 04102
Location:	The subject properties are located in along Jetport Boulevard and Westbrook Street near the Portland Jetport in the city of Portland.
Assessor's Parcel Numbers:	210A-A006-001 (Parcel C), 207-A-012-001 & 210A-B-7 (Parcel D)
Legal Description:	The legal description is recorded in Book 16971, Page 184 of the Cumberland County Registry of Deeds. Further reference is made to the site plans presented within the report.

Property Ownership and Recent History

Current Ownership:	Toye Realty Holdings, LLC & Toye Realty Holdings III, LLC
Sale History:	To our knowledge, the property has not otherwise sold or transferred in the past three years.
Current Disposition:	To the best of our knowledge, the property is not under contract of sale nor is it being marketed for sale.

Dates of Inspection and Valuation

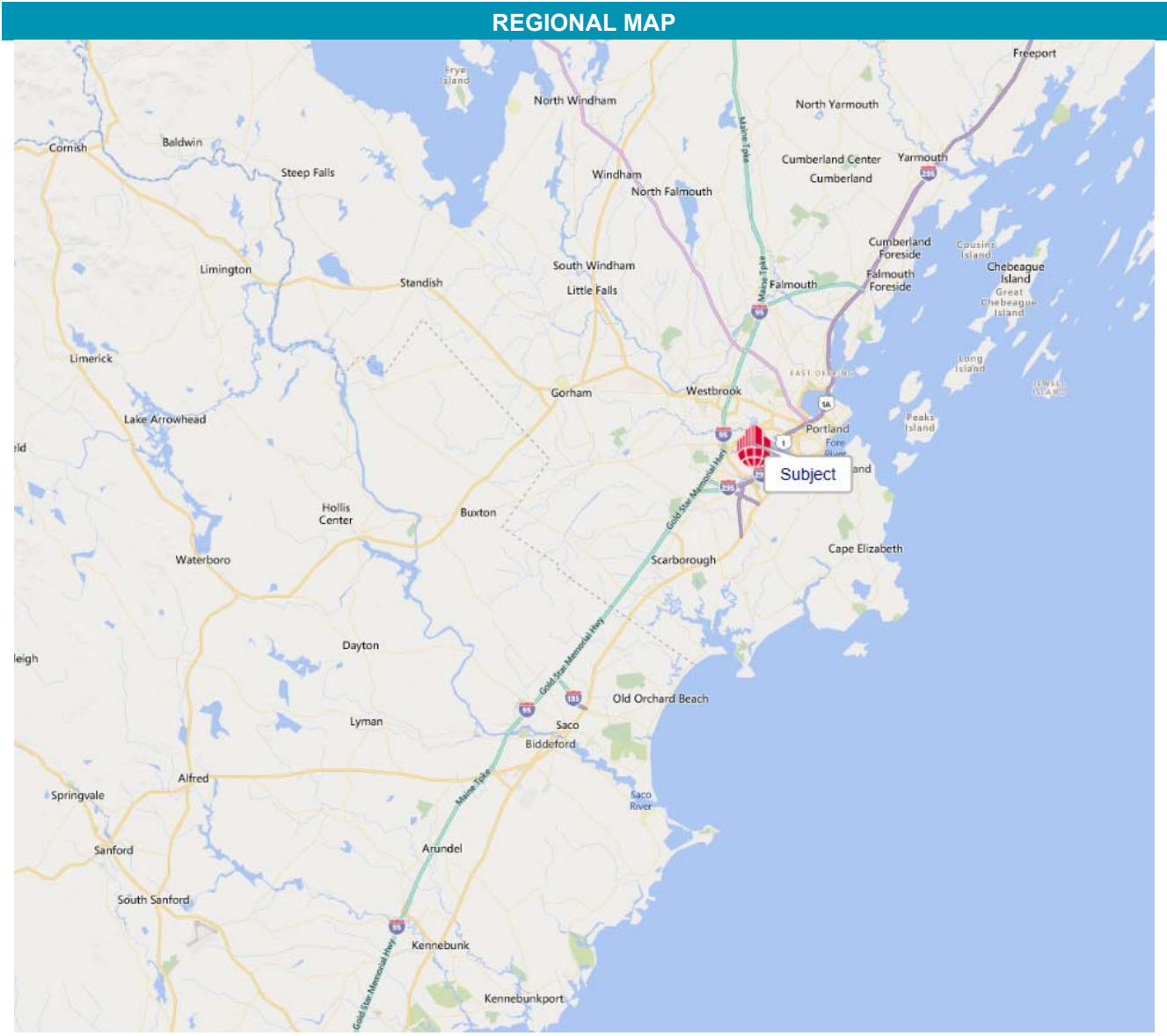
Effective Dates of Valuation:

As Is:	March 8, 2019
Date of Report:	August 25, 2019
Date of Inspection:	March 8, 2019
Property Inspected by:	Sean T. Finnerty and Robert N. Skinner, MAI, MRICS

Client, Intended Use and Users of the Appraisal

Client:	Toye Airport Park, LLC
Intended Use:	This appraisal is intended to provide an opinion of the Market Value of the Fee Simple interest in the property for portfolio review and internal decision-making purposes. This report is not intended for any other use.
Intended User:	This appraisal report was prepared for the exclusive use of Toye Airport Park, LLC. The client may share the appraisal with the FAA for informational purposes only, without reliance and without liability to Cushman & Wakefield. Use of this report by others is not intended by the appraiser. Use of this report by others is not intended by the appraisers.

Regional Analysis



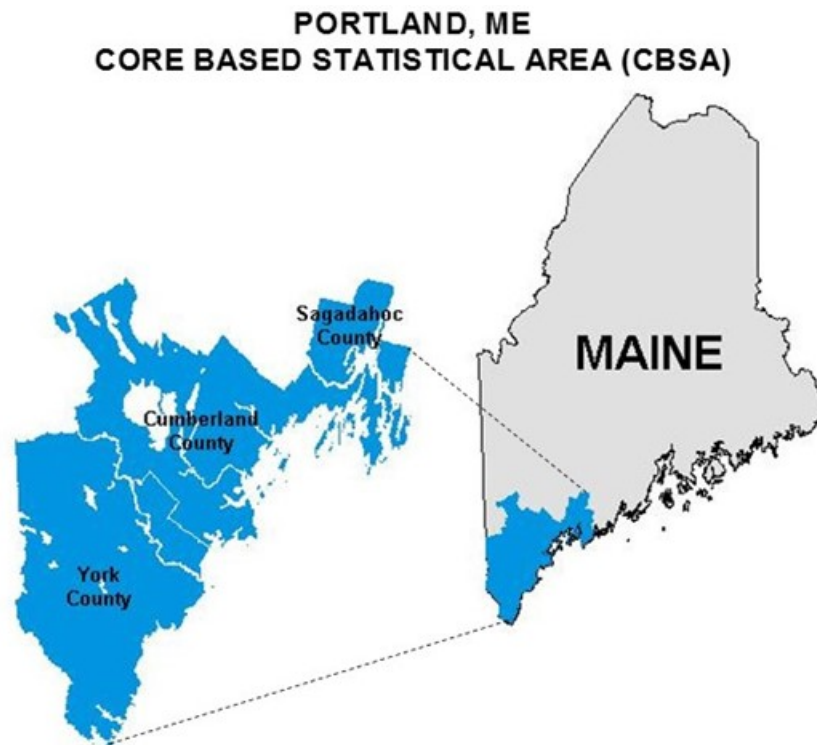
Southern Maine Regional Analysis

Introduction

The Southern Maine region, consisting of the Portland, Maine Core Based Statistical Area (CBSA), is located on the southern tip of the Maine-New Hampshire border, approximately 100 miles north of Boston. The Southern Maine region is comprised of three counties: York, Cumberland and Sagadahoc. Total land area in the region amounts to 2,196 square miles. Located in Cumberland County, the City of Portland is the state's largest city and holds a population of approximately 69,225 residents according to Experian Marketing Solutions. Stretching along the Atlantic coast, on the Gulf of Maine, the area's shoreline includes the notable tourism destinations of Kittery, Ogunquit, Kennebunkport, Portland and Freeport.

Map

The following map portrays the Portland CBSA within the state of Maine:



Source: Cushman & Wakefield Valuation & Advisory

Current Trends

In 2018, Southern Maine's regional economy has continued its expansion behind diverse industry growth, a tight labor market, strong income gains and positive in-migration. As the economic nucleus of State of Maine, the Portland area offers strong employment opportunities to the state's workers as well as a coastal destination for vacationers and retirees. The region has historically led the economic expansion of the state and has continued to do so in 2018, with unemployment rates at a record low. The rising wages of Southern Maine's employees have bolstered income levels, encouraged consumer spending, attracted in-migration by young professionals and strengthened household formation trends. High wages and relatively abundant employment opportunities, particularly in the construction, healthcare and service industries, have been vital to feeding accelerating population growth in recent years. The region's coastal position not only supports tourist and retiree demographics, but also serves one of the east coast's leading ports, which assists the cruise ship industry and the region's marine resources. The area's tourism and export industries are largely dependent on national economic conditions and consumer confidence and, in the past year, an increase in disposable income has supported regional spending and business growth. Through the near term, Southern Maine's regional economy is forecast to continue expanding but could struggle to sustain its current pace given potential labor shortages in a tightening market and significant barriers to entry including a lack of affordable housing and relatively high business costs.

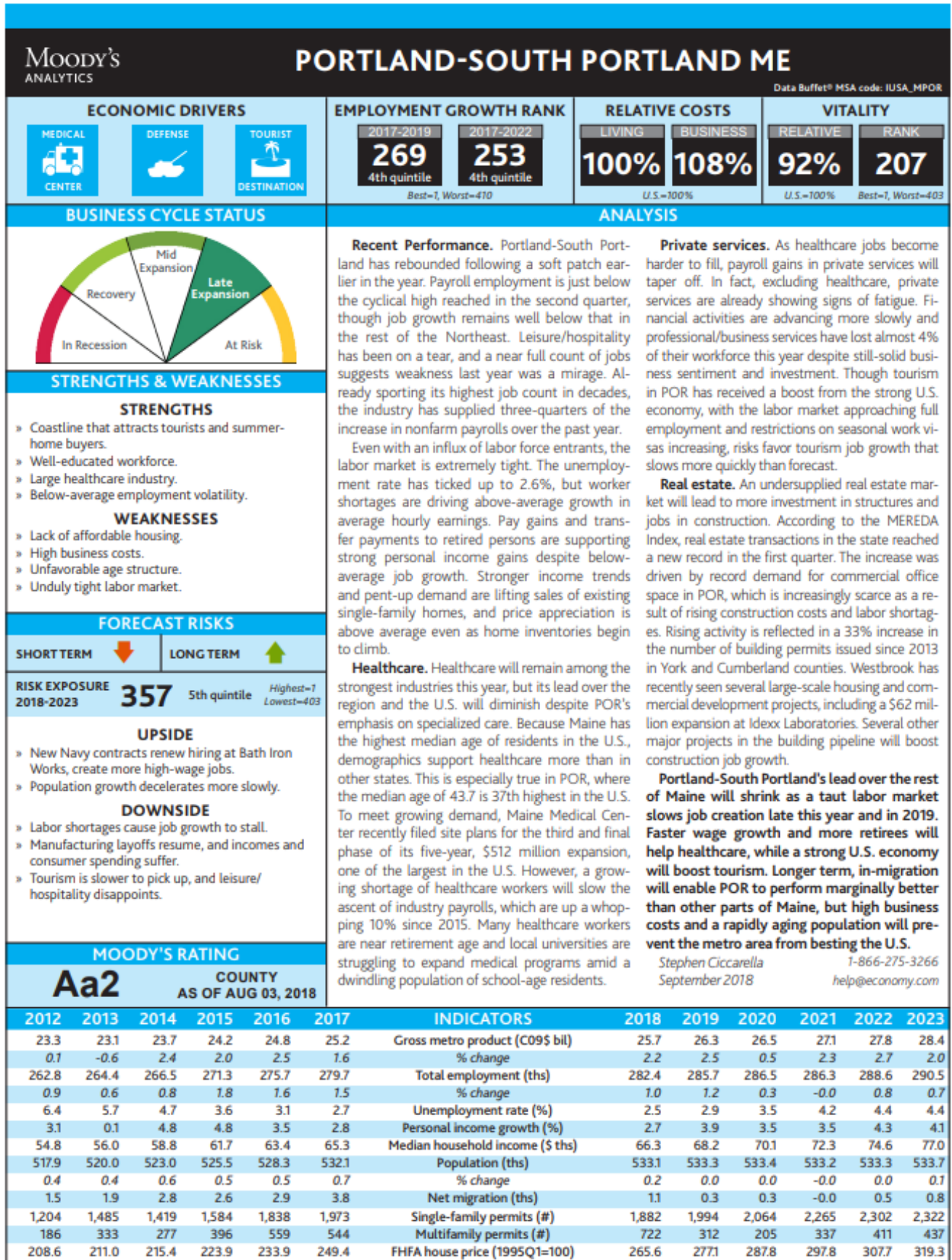
Further considerations are as follows:

- The Port of Portland serves the largest tonnage of any New England Seaport and is a leading east coast port for marine and petroleum goods. In 2017, the Portland's trade with the world totaled \$17.7 billion in a 14.0 percent increase over the previous year. The Maine Department of Transportation reported that 17,515 container units traveled through the port in 2017, in a 13.0 percent increase over 2016's container totals, with the number expected to climb to 20,000 container units through the close of 2018. The state's largest export categories have historically been paper, fish and marine products, computer and electronic products and transportation equipment. The success of the port is due in large part to its largest cargo operator and foreign direct investor, Icelandic shipping company Eimskip. The International Marine Terminal expansion project doubled the size of the shipping-container terminal in 2015. The project added 12 acres, 5,000 feet of railroad track, and a new concrete loading pad to the port to reduce shipping costs and make Portland more internationally competitive. In early 2017, Eimskip announced its plans to add four more port calls to the Port of Portland this year with the goal of reaching weekly port calls by 2020.
- Maine's extensive coastline has established it as a cruise ship destination over the past decade, with the state's total number of ship visits expected to reach at least 335 in 2018. Portland, the state's second largest cruise ship destination behind Bar Harbor, is expected to see 119 ships call to its port in the 2018 season, bringing an estimated 172,184 passengers to the city. In a trend of rising income levels and payroll expansion, the rise of consumer confidence has provided travelers with disposable incomes to be invested back into Portland's economy and local businesses. The increase in travel to the Greater Portland area has been supported by consumer confidence and national economic conditions, including the favorable exchange rate with Canada.

- Brunswick Landing, the business campus occupying the former Naval Air Station Brunswick campus, has exceeded all expectations of the Midcoast Regional Redevelopment Authority (MRA) into 2018. Brunswick Landing covers 3,200 acres of the former U.S. Naval Facility and is home to almost 2 million square feet of commercial and industrial space, as well as the Brunswick Executive Airport. In its first five years, the development had exceeded the MRA's projected job creation by more than 1,000 jobs, bringing a total of more than 1,700 new full-time positions to the area. Brunswick Landing is currently occupied by more than 110 companies, many of which are expanding their payrolls, including Wayfair, which opened its sales center in September 2016 and is home to 500 new employees. Brunswick Landing has supported the state's growing aviation hub as the home of Atol, One Aviation, Tempus Jets, Flight Level Aviation, MVP Aero, Brunswick Aviation Services and Maine Coastal Flight. In May 2018, developer Brunswick Landing Venture announced plans to build the site's first residential project with 40 condominium units. Brunswick Landing Venture is also responsible for the conversion of 147 rental units on the property.
- In December 2018, Maine Medical Center received final approval by the Portland Planning Board for the third and final phase of its \$525 million expansion, which will replace the 360,000 square-foot staff parking garage at the corner of Congress and Gilman streets with a six-story office building. The new facility is expected to reach completion in 2022, following the 2020 opening of the new staff parking garage. The new building will allow the hospital to reorganize its cardiovascular care services with new procedure rooms and 64 private patient rooms and to add 200 new employees to the campus. Maine Medical Center gained approval from the City of Portland to begin construction on Phase I of its expansion in March 2018, allowing it to break ground on two patient care floors with 64 new oncology patient rooms in the East Tower, relocate its helipad and add three levels to its visitor parking garage. Phase I of construction is expected to reach completion by late 2019. In July 2017, Maine Medical Center acquired one of the largest office buildings in Downtown Portland, the 134,000 square foot One Riverfront Plaza building. The new asset will be home to Maine Medical Center's information services and administrative teams, consolidating between 400 and 500 employees previously spread across eight office locations. The purchase of One Riverfront Plaza for \$10.75 million demonstrates Maine Medical's ever-growing presence in the region.
- The Maine Real Estate & Development Association measured the state's real estate activity with a 2018 MEREDA Index of 96.0. The U.S. Bureau of Economics cites real estate as the State of Maine's second largest GDP driver, behind healthcare, and the Index's year-over-year growth demonstrates expansion beyond pre-recession levels. The MEREDA Index is formed by a composite of the state's commercial, residential and construction components, which measured 101.5, 92.2 and 91.4, respectively. The state's commercial component, which measured 101.5, demonstrated a slight year-over-year drop in response to decreased transactional volume but trended above pre-recession levels, with an increase in commercial development expected to come online in the next six to twelve months and accelerate activity within the market. The residential component, at 92.2, recorded 5.2 percent growth from October 2016 through September 2017 as a result of increased permits for single and multi-family construction as well as healthy residential unit sales, with demand for housing in urban settings such as Downtown Portland rising. The construction component, which accounts for 10.0 percent of the composite index with a measure of 91.4, climbed 6.7 percent over the past six months in one of its best showings since 2010. Through the near term, the construction component will be challenged to sustain its growth rate in light of a relative lack of qualified tradespeople for subcontractors.

Economic Trends

The September 2018 Moody's Analytics Précis report for the Portland Region is as follows:

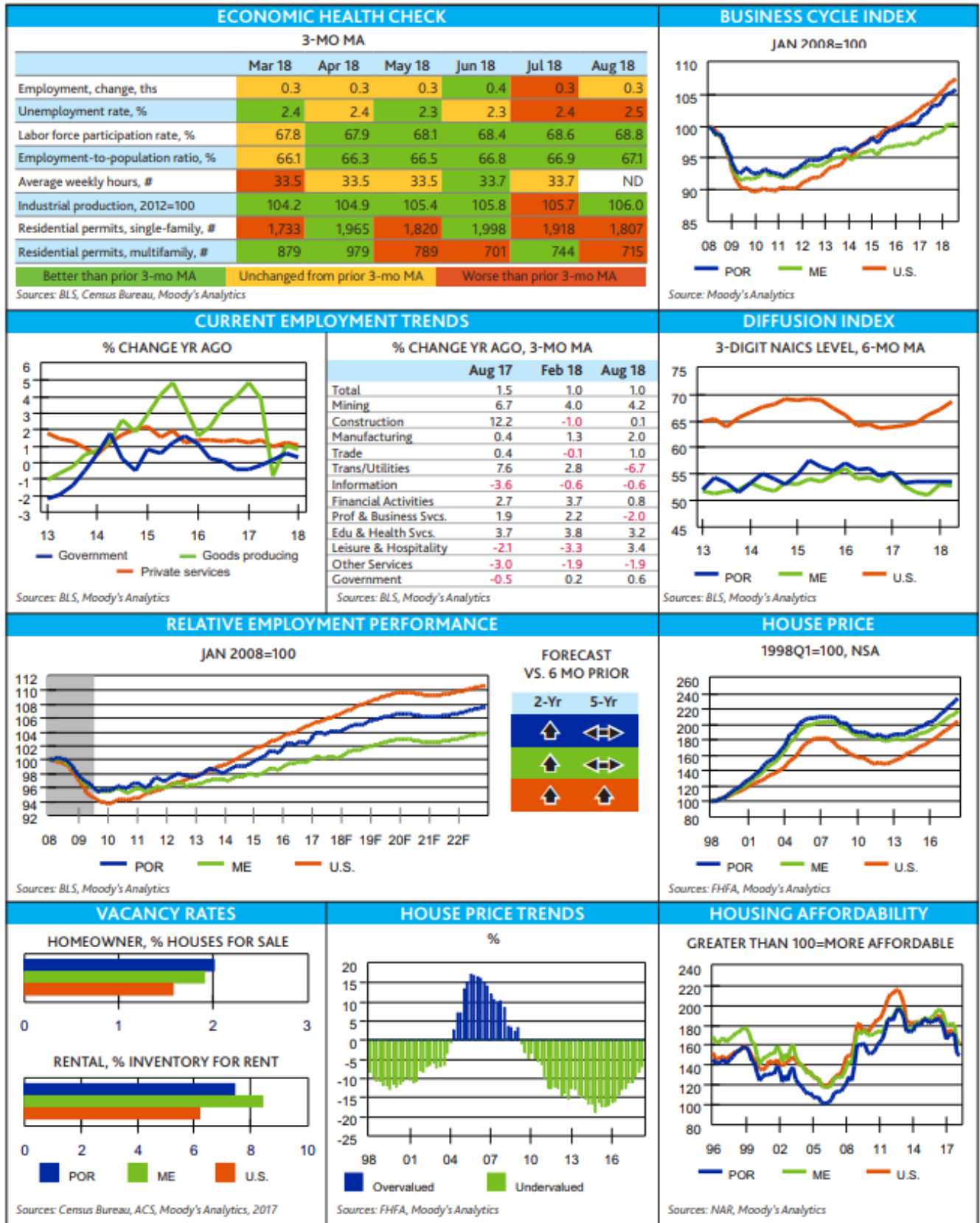


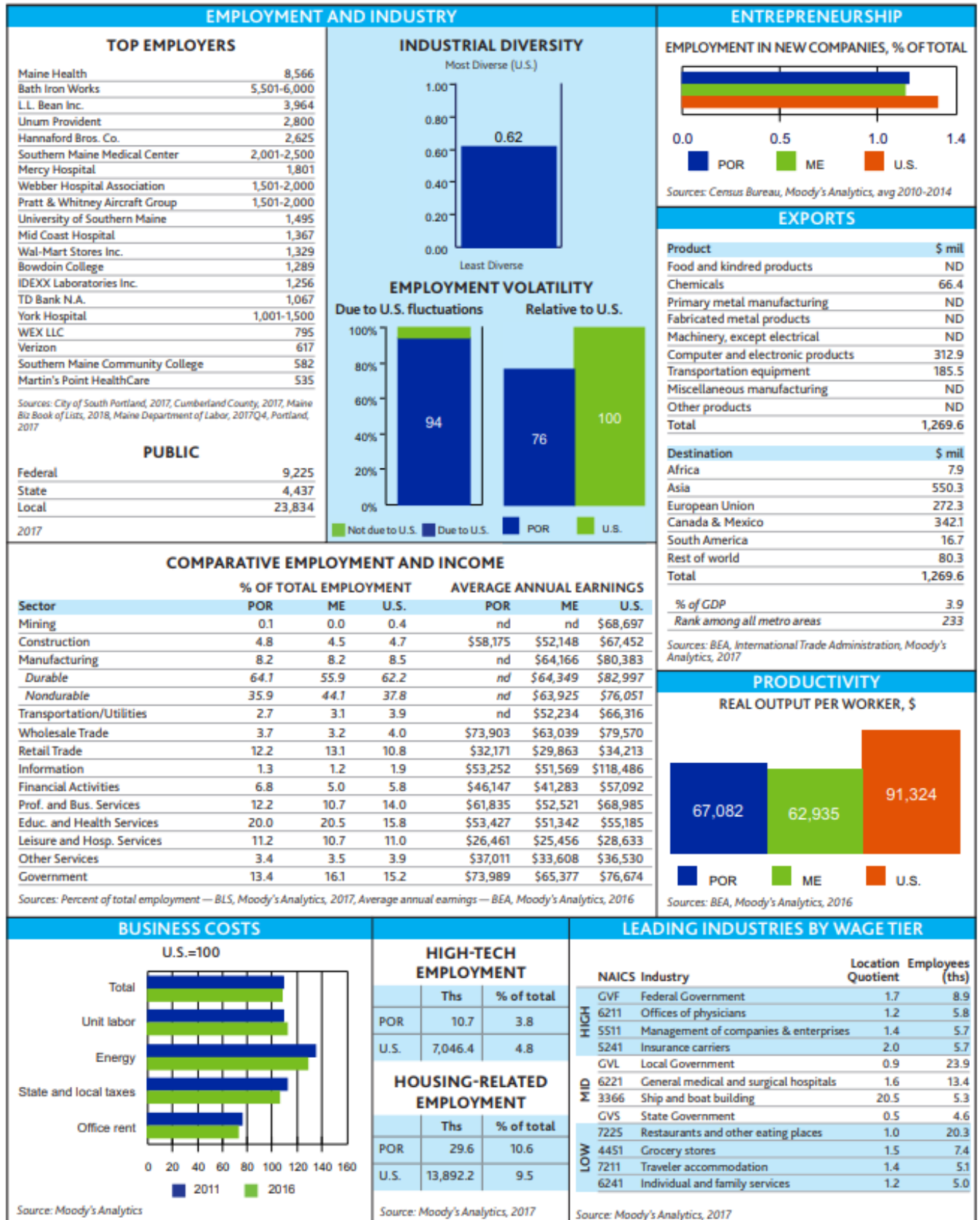
MOODY'S RATING

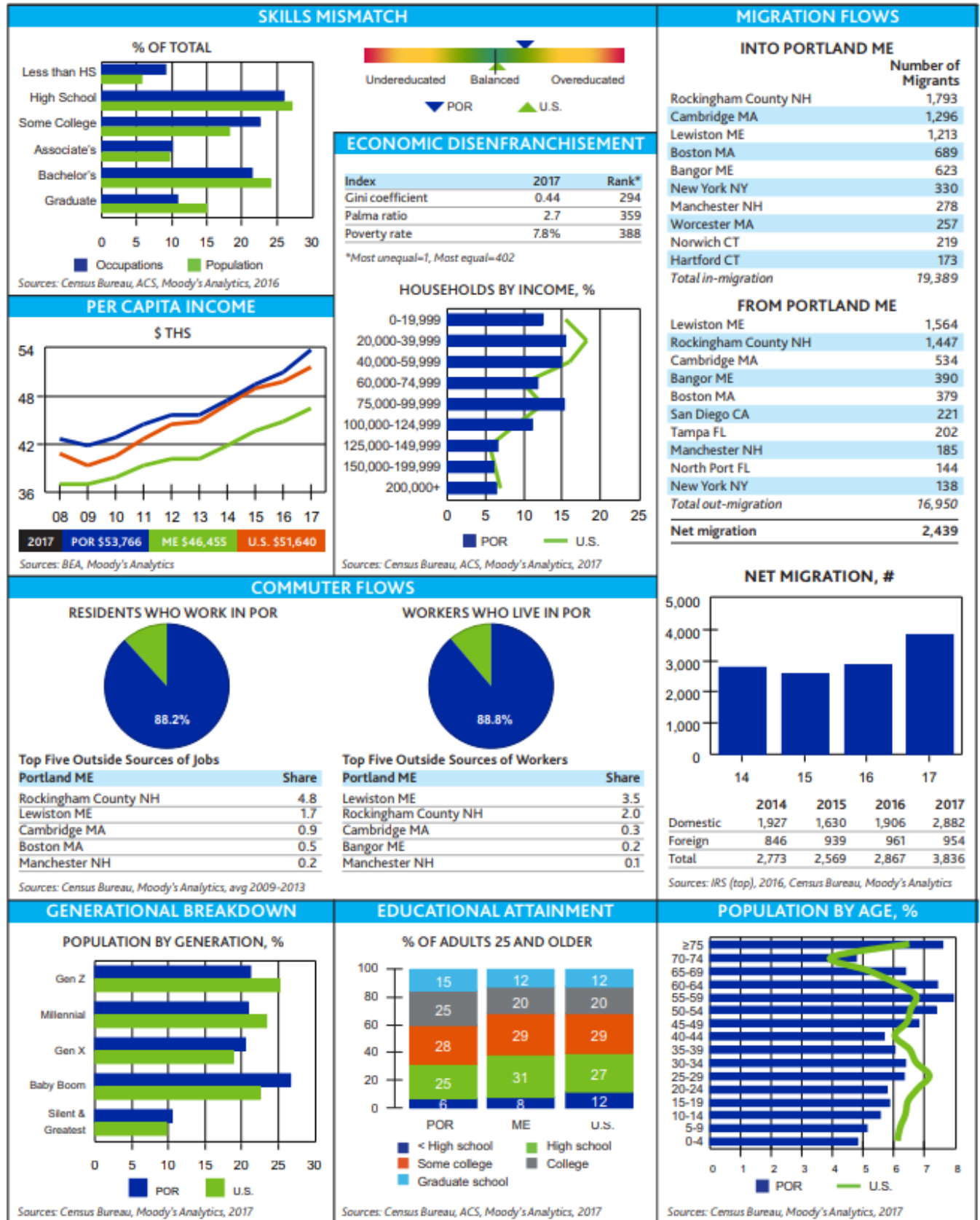
Aa2

COUNTY
AS OF AUG 03, 2018

2012	2013	2014	2015	2016	2017	INDICATORS	2018	2019	2020	2021	2022	2023
23.3	23.1	23.7	24.2	24.8	25.2	Gross metro product (C09\$ bil)	25.7	26.3	26.5	27.1	27.8	28.4
0.1	-0.6	2.4	2.0	2.5	1.6	% change	2.2	2.5	0.5	2.3	2.7	2.0
262.8	264.4	266.5	271.3	275.7	279.7	Total employment (ths)	282.4	285.7	286.5	286.3	288.6	290.5
0.9	0.6	0.8	1.8	1.6	1.5	% change	1.0	1.2	0.3	-0.0	0.8	0.7
6.4	5.7	4.7	3.6	3.1	2.7	Unemployment rate (%)	2.5	2.9	3.5	4.2	4.4	4.4
3.1	0.1	4.8	4.8	3.5	2.8	Personal income growth (%)	2.7	3.9	3.5	3.5	4.3	4.1
54.8	56.0	58.8	61.7	63.4	65.3	Median household income (\$ ths)	66.3	68.2	70.1	72.3	74.6	77.0
517.9	520.0	523.0	525.5	528.3	532.1	Population (ths)	533.1	533.3	533.4	533.2	533.3	533.7
0.4	0.4	0.6	0.5	0.5	0.7	% change	0.2	0.0	0.0	-0.0	0.0	0.7
1.5	1.9	2.8	2.6	2.9	3.8	Net migration (ths)	1.1	0.3	0.3	-0.0	0.5	0.8
1,204	1,485	1,419	1,584	1,838	1,973	Single-family permits (#)	1,882	1,994	2,064	2,265	2,302	2,322
186	333	277	396	559	544	Multifamily permits (#)	722	312	205	337	411	437
208.6	211.0	215.4	223.9	233.9	249.4	FHFA house price (1995Q1=100)	265.6	277.1	287.8	297.8	307.7	319.3







Local Area Analysis



The subject properties are situated along Jetport Boulevard and Westbrook Street. The subject properties are within close proximity to the Portland Jetport.

Access

Access is considered good given proximity to nearby major roadways, highways, and airport.

Local:	The subject properties have direct frontage and access to the Portland International Jetport, situated near the intersection of Jetport Boulevard and Westbrook Street. Westbrook Street travels in a general southeast/northwesterly direction turning into Stroudwater Street beyond an overpass to the west of I-95. Near the subject properties, Congress Street is a four-lane surface street with center turning lane providing general west to east travel. Congress Street extends from its intersection with Spring street on the west and through the heart of downtown Portland to its intersection with Eastern Promenade at the Atlantic Ocean to the east. Maine Mall Road passes the Maine Mall on its west side and has an intersection with Interstate 95 approximately three miles southwest of the subject. Gorham Road is a primary east/west thoroughfare located to the south of the subject which passes along the north side of the Maine Mall, becoming known as Running Hill Road to the west of Interstate 95, and merging with Route 9/Western Avenue less than two miles southeast of the subject, just 0.4 miles before its interchange with Interstate 295. Western Avenue is a four-lane surface street with center turn-lane providing general northwest to southeast travel, becoming known as Johnson Road which is accessed less than a mile from the subject property by Jetport Boulevard. Jetport Boulevard is the primary access route to the airport via the subject. Westbrook Street, abutting the eastern vicinity of the property, extends from the Portland International Jetport, to Congress Street and Route 1 north of the subject.
Route 1	Route 1 travels the coast of Maine through several jurisdictions, but links South Portland with Scarborough, ME near the subject properties.
Interstate 95	The subject is located within proximity to Interstate 95 (I-95). I-95 travels north through Maine to Canada and south to all points along the eastern seaboard of the United States. Interstate 95 can be accessed via an interchange with Jetport Boulevard, less than one-half mile west of the subject properties.
Interstate 295	This interstate splits off from Interstate 95 approximately 5-miles southwest of the subject. I-295 travels east of I-95 through Portland and rejoins I-95 south of Augusta. I-295 provides access to the downtown core of Portland and numerous coastal communities.

Transportation

The subject properties are within close proximity to the Portland International Jetport grounds, and roughly 0.4-miles or a short walk of the passenger terminal. The city of Portland is also served by Amtrak with five daily round trips to Boston and continuing service to Freeport, ME and Brunswick, ME via Amtrak's Downeaster trains.

Additionally, Portland is well served by regional bus services and the local municipal bus service known as METRO, with service to the subject neighborhood with nearby stops along Maine Mall Road. Many hotels in the area provide shuttle service to the airport.

Transportation linkages within Portland currently include ferry service to Nova Scotia, Canada. The ferry service lasts just 5.5 hours and includes entertainment on board, including restaurants, music, and activities. However, it appears service maybe discontinued as the ferry operator is looking to move to Bar Harbor, ME. A final decision on this proposal has not yet been made. Cruise ship business to Portland has also become very popular. These cruise ships provide “day trippers” to the downtown Portland area who spend money in local restaurants and retail establishments. The cruise ship and ferry terminal are about 5.1 miles from the subject site via Congress Street at the Maine State Pier.

Local Area Characteristics



The local area is composed of various commercial uses including retail, office, industrial, limited residential, and hospitality uses that support the Jetport. Located roughly two miles southwest from the subject is the Maine Mall. The Maine Mall is the largest indoor mall in the state with over 155 stores and restaurants. The mall was constructed in 1971 and renovated in 1989 and 1994. The mall contains over 1.4 million square feet of space and is anchored by Macy's, Sears, Sports Authority, and Best Buy. The Maine Mall is the only super-regional mall within a 45-mile radius. Surrounding the mall are several big box retailers, restaurants, strip centers, stand-alone improvements, and hotels.

Within a roughly two-mile radius of the subject properties are several office buildings, industrial developments, recreation, an international airport, and a number of residential neighborhoods. The Fairchild Semi-Conductor plant as well as UNUM office buildings, are major employers in the area, and are both located near the subject and airport. Portland International Jetport is just south the subject properties.

The airport serves the greater Portland, MSA and handles carriers such as US Airways, AirTran, United Airlines, Northwest, Delta, Jet Blue, and Continental. The airport has grown considerably over the past 10 years.

Located less than two miles southwest of the subject by way of Western Avenue, is a cluster of commercial development including the multi-building facility owned and occupied by Texas Instruments. Texas Instruments occupies more than ±700,000 square feet of office, industrial, and manufacturing space where the company produces microchip wafers and employs more than 550. Approximately 2.5-miles to the northwest of the subject are the ±111,100 square foot office building and ±555,900 square foot manufacturing facility of IDEXX Corporation. In late 2013, IDEXX completed the expansion of their Westbrook, ME facility with the addition of the ±111,000 square foot administration building. The expansion allowed IDEXX to double its workforce from 800 to approximately 1,600. The IDEXX facility is located within the Five Star Industrial Park in Westbrook, ME; the park offers roughly 1.2 million square feet of space within 23 buildings. Other large-scale office and industrial uses include the three-building campus of the UNUM Group, (provider of disability insurance among other financial services). The three buildings total more than ±789,000 square feet and UNUM employees more than 2,800 at their Portland, ME campus located just 0.75-miles north of the subject.

Conclusion

The subject properties local market area benefits from its proximity and access to Portland International Jetport, the Maine Mall, downtown Portland, several employers, Interstate 95 and Interstate 295. Airport passenger counts are important to the subject properties. Passenger activity since the last economic downturn is up considerably and future passenger growth is promising. The demographics point to slight increases in population and household growth in relation to the county rates, which in turn should help the local area economy. Overall, the subject properties' neighborhood represents good locational characteristics for area businesses, parking, and lodging operations.

Market Analysis

The subject properties are within close proximity to the Portland Jetport and are zoned Airport Business. This zone allows uses that support the airport such as office, light industrial/air cargo, parking, service, select retail, and hospitality.

The following are market summaries for retail, office, and industrial. We have excluded a summary of the hospitality. At this time the Portland market is over-supplied with four new hotels. They are located in the downtown section of the city. The two airport hotels have reportedly performed well but the attraction to the area remains the downtown hotels. Furthermore, at this time there are no hotel flags available. There are no parking reports for the airport. However, the ownership was in the process of approving Parcel C for passenger parking and incorporating the parcel into their existing Park' N Jet operation. We have examined the parking demand for the airport and have concluded there remains demand as the Jetport has continually opened their offsite lot to meet passenger demand. Furthermore, the ownership's revenue numbers at their existing operation support parking demand.

Portland Office Market Analysis

Market Characteristics

The Greater Portland office market contains approximately 24.6 million square feet of inventory in the State of Maine's largest metropolitan center. The Greater Portland office market is geographically segmented into eight submarkets: Bayside, Downtown Portland, East End, NE Cumberland County, Sagadahoc County, SW Cumberland County, West End and York County. The majority of Portland's office inventory is held within its SW Cumberland County, Downtown Portland and York County submarkets.

Current Trends

The Greater Portland office market continued to tighten through the close of 2018 as overall vacancy dropped to an unprecedented low and net absorption remained firmly in the black. The region's office market benefits from its high concentration of office-using payrolls, relative affordability and network of educational and medical institutions. Greater Portland's strong talent pool and emerging live, work, play environment has supported tenant in-migration and, located in relatively close proximity to New England's metro hubs, the market has welcomed more biotech and medical office-using companies over the past several years. Strong leasing activity, relatively slow construction trends and a lack of consolidations and relocations supported market fundamentals through fourth quarter.

Listed below are highlights of the Portland office market as of fourth quarter 2018:

- Average asking rents were reported at \$15.66 per square foot in fourth quarter, up 13.6 percent year-over-year and 1.0 percent from the previous quarter.
- At 3.5 percent, overall vacancy was unchanged from the previous quarter but down 1.1 percentage points year-over-year.
- Overall net absorption trended firmly in the black as five of the eight submarkets reported more space taken off of the market than was returned through fourth quarter. Fourth quarter 2018 overall net absorption outpaced the year-end absorption of the previous year by almost 200,000 square feet.

Vacancy

Overall availabilities in the Greater Portland office market measured 856,623 square feet at the end of fourth quarter, equating to a vacancy rate of 3.5 percent. Relatively strong leasing trends and a general lack of dispositions and relocations within the market held the overall vacancy rate from the previous quarter, a 1.1 percentage point improvement year-over-year. Consistently positive overall net absorption and relatively slow speculative construction trends will push prospective tenants towards existing availabilities and will drive down overall vacancy rates through the near term.

Construction

Construction activity remains limited in the Portland office market with the majority of additions coming in the form of the renovation and repositioning of outdated inventory. Over the next few years, the majority of new office inventory will be added as fragments of mixed-use developments, as will be the case with the proposed Thompson's Point development in Fore Point, which will deliver 300,000 square feet of Class B space. The Portland office market is comprised of small footprints of Class B space, with few deliveries of Class A inventory in recent years. Only two pure office projects were delivered in the Portland office market in 2018, spanning 24,894 square feet and 20,110 square feet, respectively. As of fourth quarter, 139,800 square feet of new office inventory was under construction in Greater Portland, led by Wex's 100,000 square foot headquarters underway at 1 Hancock Street in the East End submarket. Planned construction projects in the pipeline include 120,000 square feet at Portland Foreside, 60,410 square feet at Thompson's Point and 45,000 square feet at 170 Fore Street.

Asking Rents

Overall average rents climbed through fourth quarter to the quoted rate of \$15.66 per square foot. The fourth quarter rate was up \$0.15 per square foot from the previous quarter as the result of consistent leasing activity, but the continued growth of asking rents will be challenged by the market's relative lack of new, amenity rich space as it leans on the popularity of Class B inventory to propel market fundamentals. Through fourth quarter, the highest asking rents were reported in the Downtown Portland submarket with a quoted rate of \$18.18 per square foot.

The graphs below highlight the relationship between the overall vacancy rate and overall average asking rents for the Portland office market since 2008:



Source: CoStar Group Inc., Cushman & Wakefield Valuation & Advisory

Leasing Activity

Through fourth quarter 2018, Greater Portland's leasing activity relied on the summation of small-scale transactions as well as lease renewals and expansions. The high cost of relocation has affected the leasing volume of nearly every office market in the northeast and Portland's small footprints, lack of large corporate tenants and concentration of Class B and C space have magnified the trend. The largest new transaction of fourth quarter, according to CoStar Group Inc., was the lease 8,091 square feet at 119-123 Middle Street in the Downtown Portland submarket. A number of larger-scale lease transactions are expected to come online through the near term.

Absorption

Overall net absorption measured 364,766 square feet through fourth quarter 2018 as move-ins outpaced move-outs. Greater Portland's overall net absorption outperformed the fourth quarter of the previous year, which totaled 165,230 square feet. Given the market's small size and relative lack of large-scale tenants, overall net absorption has struggled to sustain momentum in previous quarters but is expected to remain in the black through the near term. Quarter-to-quarter improvement has been largely attributable to the summation of small-scale lease transactions. While slow construction trends will continue to drive down vacancy rates and prohibit large speculative deliveries, the market will require an influx of new tenants to gain momentum. In fourth quarter 2018, negative net absorption was reported by the Bayside, West End and York County submarkets.

Demand Forecast

Cushman & Wakefield's office market forecasts are derived using a regression model developed by our Research staff. The model is based on trends in historical occupancy and rental rate movements as well as factors such as employment growth, new construction and absorption tendencies.

Highlights of the demand analysis are as follows:

- Economic data suggests that office-using employment, which accounts for approximately 20.0 percent of Greater Portland's non-manufacturing employment, will climb by 1,737 net new jobs through 2023. The increase in office-using payrolls is expected to generate an average annual office space demand of 43,413 square feet over the same period.
- As of fourth quarter, the Portland office market was estimated to be oversupplied by 856,623 square feet of space, which translates to approximately 19.7 years of oversupply.

The following table outlines details of the demand analysis for the Portland office market:

Office Market Demand Analysis Portland/South Portland 4Q 2018	
Item	Total
Office Space Demand	
Total Non-Manufacturing Employment - (5-yr Avg)	288,172
Total Office Using Employment (*) - (5-yr Avg)	59,367
Office Using Employment as a Percentage	20.0%
Occupied Office Inventory, (sq. ft.)	23,734,612
Estimated Office Space per Employee Ratio (sq. ft.)	125
Forecasted Increase in Non-Manufacturing Employment (2019-2023)	8,683
Office-Using Employment as a Percentage	20.0%
Forecasted Increase in Office-Using Employment, (2019-2023)	1,737
Forecasted Office Space Demand Through 2023 (sq. ft.)	217,063
Average Annual Office Space Demand (sq. ft.)	43,413
Supply Stabilization Estimate	
Total Inventory - Fourth Quarter 2018	24,591,235
Stabilized Vacancy Rate	
Stabilized Vacancy (sq. ft.)	0
Current Overall Vacancy Rate	3.5%
Current Overall Vacancy (sq. ft.)	856,623
Oversupply / (Undersupply) of Space	856,623
Average Annual Demand	43,413
Year 1 - 2019	88,172
Year 2 - 2020	35,573
Year 3 - 2021	(5,573)
Year 4 - 2022	52,993
Year 5 - 2023	45,898
Years of Oversupply(**)	19.73

(*) Manufacturing, Construction, Trade, Transportation, and Utilities Only

(**) All Factors Being Constant

Source: Data Courtesy of Moody's Analytics, CoStar Group Inc., Cushman & Wakefield Valuation & Advisory

Conclusion

Through the close of 2018, the Portland office market sustained its momentum behind an improving vacancy rate and positive net absorption. The market's relative affordability and slow construction trends have been essential to improving market fundamentals, containing inventory levels and pushing tenants towards existing availabilities. The region's sustained demand will be challenged by the saturation of Class B and Class C office space, which offer affordable alternatives to nearby metros but contrast the flight-to-quality and amenity rich requirements of modern office tenants. With several residential and mixed-use developments expected to deliver to Downtown Portland in the next few years, an increasing live, work, play environment should aid the attraction and retention of young professionals to feed high-wage industry payrolls.

Greater Portland Industrial Market Analysis

Market Characteristics

The Greater Portland industrial market spans the southeastern coast of the State of Maine, anchored by the City of Portland. Portland's industrial market benefits from its coastal position and access to the Port of Portland, which supports the expanding containership and cruise ship traffic in the region. Food and beverage processors have sought Portland's strong warehouse and distribution market for its transportation infrastructure and the Port's expanding international presence. In recent years, Portland's industrial profile has shifted away from textile and paper mills to adopt a more trade-focused business climate, establishing a seafood, beverage and general food processing identity. Portland's regional economy has benefitted from both the return of domestic manufacturing and the national rise of consumer confidence. Maine's Port of Portland remains a major contributor to the area's industrial market, with overall shipments through the port increasing an estimated 20.0 percent annually since 2011 due largely to the growing presence of its largest cargo operator and foreign direct investor, Icelandic shipping company Eimskip. The Port's International Marine Terminal expansion project, which doubled the size of the shipping container terminal in 2015, added 12 acres, 5,000 feet of railroad track, and a new concrete loading pad to the port to reduce shipping costs and make Portland more internationally competitive. According to *The Portland Press Herald*, the volume of containers moving through the International Marine Terminal has more than doubled in the past five years, with 17,515 TEUs and \$502.7 million of volume in 2017.

Current Trends

The Greater Portland industrial market sustained its pace through fourth quarter 2018, demonstrating year-over-year improvements across all of its market fundamentals. The Portland industrial market reported a 70 basis point improvement in its overall vacancy rate between fourth quarter 2017 and fourth quarter 2018 due to high demand for its limited inventory, as strong leasing activity kept overall net absorption firmly in the black. Slow construction activity and robust leasing supported positive net absorption, but a high concentration of outdated space drove a slight year-over-year drop in the market's rental rates. Portland's accessibility, high quality of life and relatively low business costs as compared to Boston and competing markets will continue to attract warehouse and distribution tenants through the near term, further tightening the market and inciting new development. The market's growth rate will be challenged through the near term by a relative lack of available space and a light construction pipeline.

Listed below are highlights of the Greater Portland warehouse/distribution market:

- At 1.8 percent, overall vacancy decreased 70 basis points year-over-year.
- Overall absorption remained firmly in the black through fourth quarter 2018, with a net of 79,363 square feet taken off of the market. Fourth quarter 2018 net absorption significantly outperformed the previous year's pace, during which time the market recorded a negative net absorption of 419,441 square feet.
- In 2018, 74,625 square feet of new warehouse/distribution inventory was added in the Greater Portland market, with another 25,906 square feet under construction for delivery in the near term.

Vacancy

Overall vacancy in the Greater Portland warehouse/distribution market measured 488,405 square feet in fourth quarter 2018, translating to a vacancy rate of 1.8 percent. Strong leasing activity, limited relocations and stagnant construction trends supported overall vacancy and maintained positive absorption through fourth quarter. Strong demand will persist and translate into occupied stock, which increased almost 90 basis points over the year.

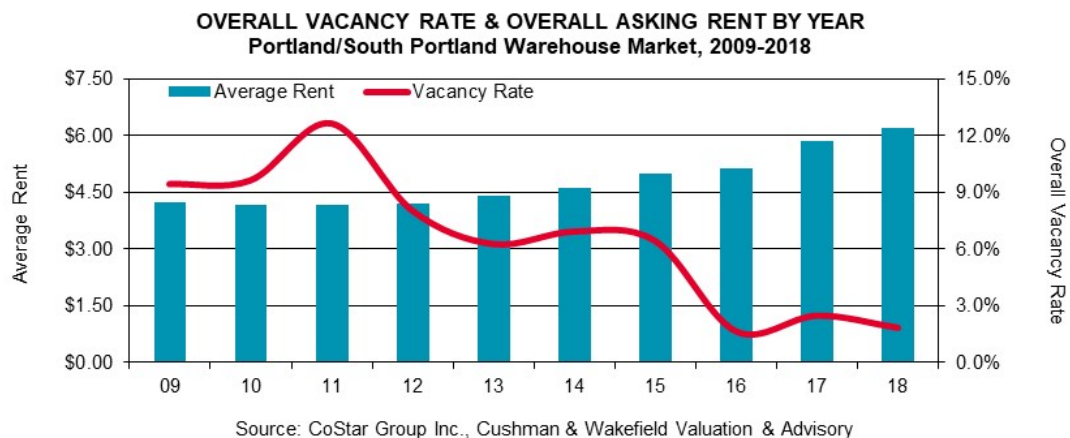
Construction

The limited number of industrial construction projects, proposed and underway, through the end of 2018 is a clear indication of the oversupply of industrial space in the Portland market. The Portland, Maine warehouse and distribution market has seen nearly negligible construction completions since 2009, when just 10,000 square feet of new industrial space came online. In 2016, another 33,485 square feet was added to the market and in 2017, the Greater Portland industrial market reported one 11,700 square foot warehouse/distribution completion in the SW Cumberland County submarket. Despite consistent leasing activity and record low vacancy rates through recent quarters, the region's developers remain skeptic after years of oversupply, opting to renovate existing space rather than make speculative investments. Construction energies in the Portland area have been focused on developments in residential and retail sectors, while ground-up industrial construction has taken a back seat. Construction activity picked up in late 2018 with 74,625 square feet of new warehouse/distribution space added to the market and another 25,906 square feet of new inventory in the construction pipeline.

Asking Rents

At \$6.19 per square foot, average rental rates for warehouse/distribution product rose to a decade high through fourth quarter, up approximately 5.8 percentage points year-over-year. Rents climbed through late 2018 alongside dropping overall vacancy, with competition for existing vacancies increasing. The market's fourth quarter quoted rate marked a decade high. The highest asking rents were recorded in the West End submarket, at \$12.00 per square foot.

The chart below illustrates vacancy rates and direct average rental rates recorded in the Portland warehouse/distribution market from 2008 through fourth quarter 2018:



Absorption

Relatively strong leasing activity and few relocations from the market supported positive net absorption through fourth quarter. The market's overall net absorption numbers have been helped by stagnant construction trends, pushing prospective tenants towards existing availabilities. In fourth quarter 2018, the Greater Portland industrial market reported 79,363 square feet of positive net absorption, outperforming the previous year's overall negative net absorption of 419,441 square feet. The summation of small-scale lease transactions through fourth quarter supported positive absorption trends and will continue to do so through the near term.

Demand Forecast

Cushman & Wakefield's office market forecasts are derived using a regression model developed by our Research staff. The model is based on trends in historical occupancy and rental rate movements as well as factors such as employment growth, new construction and absorption tendencies.

Highlights of the demand analysis are as follows:

- Economic data suggests total industrial employment will add 2,605 new jobs through 2023, translating to a forecasted total market demand of 755,380 square feet over the same period.
- Warehouse/distribution inventory growth will remain relatively sluggish over the next five years. As of fourth quarter 2018, the Greater Portland Industrial market was estimated to have 3.2 years of oversupply, and construction trends are unlikely to gain momentum until demand increases.

The following table outlines details of the demand analysis for Portland industrial markets:

Industrial Market Demand Analysis Portland/South Portland 4Q 2018	
Item	Total
Industrial Space Demand	
Total Employment - (5-yr Avg.)	288,172
Total Industrial Employment (*) - (5-yr Avg.)	89,159
Industrial Employment as a Percentage	30.0%
Occupied Industrial Inventory, (sq. ft.)	26,207,795
Estimated Industrial Space per Employee Ratio (sq. ft.)	290
Forecasted Increase in Total Employment (2019-2023)	8,683
Industrial Employment as a Percentage	30.0%
Forecasted Increase in Industrial Employment, (2019-2023)	2,605
Forecasted Total Market Demand Through 2023 (sq. ft.)	755,380
Average Annual Market Demand (sq. ft. per year)	151,076
Supply Stabilization Estimate	
Total Inventory - Fourth Quarter 2018	26,696,200
Stabilized Vacancy Rate	
Stabilized Vacancy (sq. ft.)	0
Current Overall Vacancy Rate	1.8%
Current Overall Vacancy (sq. ft.)	488,405
Oversupply / (Undersupply) of Space	488,405
Average Annual Demand	151,076
Year 1 - 2019	306,838
Year 2 - 2020	123,794
Year 3 - 2021	(19,392)
Year 4 - 2022	184,416
Year 5 - 2023	159,723
<u>Years of Oversupply(**)</u>	<u>3.23</u>

(*) Manufacturing, Construction, Trade, Transportation, and Utilities Only

(**) All Factors Being Constant

Source: Data courtesy of Moody's Analytics, CoStar Group Inc., Cushman & Wakefield Valuation & Advisory

Conclusion

The Portland, Maine industrial market has adjusted with the times, capitalizing on its transportation infrastructure via the Port of Portland expansion, railway development, and interstate access. With few industrial construction projects set to come online in the next year, and the majority of construction investments placed in retail, office, and residential markets, the industrial sector will see little change. Large, out of date warehouse and distribution centers require tenants to invest in repurposing and renovations – projects that they may be hesitant to undertake. Portland's slow recovery from the national recession has gained momentum in recent quarters behind improving market fundamentals and should be able to sustain this level of activity through the near term. The factors for demand of industrial space in the Portland market continue to be employment opportunities, trade volume, and fuel volatility.

Portland/South Portland Retail Market Overview

Introduction

Data for the analysis of the Greater Portland Retail market was provided by CoStar. Their proprietary database includes trends, forecasts, news and analyses for markets across the United States. Current and historical figures are compiled by highly qualified industry analysts. Surveyors, as they are called, are responsible for gathering information on property availabilities, rents and lease terms, etc. by directly contacting owners, managers and leasing agents.

CoStar's data are released on a quarterly basis and is widely recognized as a fundamental tool for appraisers throughout the country.

The Portland/South Portland retail market is comprised of eight submarkets. The subject's location in Portland is part of East End submarket, which is the second smallest of the submarkets in this area. As of Q3 2018 the entire retail market was experiencing a vacancy of 1.7 percent on a total inventory of 26.04 million square feet.

Market	Existing Inventory		Vacancy			YTD Net	YTD	Under	Quoted
	# Blds	Total GLA	Direct SF	Total SF	Vac %	Absorption	Deliveries	Const SF	Rates
Bayside	203	1,305,049	56,843	56,843	4.4%	(41,783)	0	0	\$22.52
Downtown Portland	189	2,004,109	32,346	32,346	1.6%	29,333	0	0	\$27.75
East End	85	447,927	4,001	4,001	0.9%	965	0	0	\$29.16
NE Cumberland County	703	4,223,941	46,458	46,458	1.1%	25,715	6,950	0	\$15.05
Sagadahoc County	206	1,498,694	1,097	1,097	0.1%	9,105	0	0	\$5.23
SW Cumberland County	780	6,088,994	117,701	121,675	2.0%	47,211	7,800	515,000	\$16.41
West End	77	414,226	5,263	5,263	1.3%	2,766	0	0	\$13.82
York County	1,540	10,059,716	178,075	178,075	1.8%	(65,838)	7,489	0	\$12.69
Totals	3,783	26,042,656	441,784	445,758	1.7%	7,474	22,239	515,000	\$16.61

Source: CoStar Property®

The subject's submarket was experiencing a slightly lower vacancy at 0.9 percent as of the same period. The subject's submarket contains just over 440,000 square feet of retail space. The average quoted rental rate is \$29.16 per square foot triple net, which is significantly above the entire markets average of \$16.61 per square foot.

Over the past several years the market has continued to experience a decrease in vacancy statistics as outlined in the following table.

General Retail Market Statistics

Third Quarter 2018

Period	Existing Inventory		Vacancy			Net Absorption	Deliveries		UC Inventory		Quoted Rates
	# Bids	Total GLA	Direct SF	Total SF	Vac %		# Bids	Total GLA	# Bids	Total GLA	
2018 3q	3,783	26,042,656	441,784	445,758	1.7%	(43,885)	0	0	2	515,000	\$16.61
2018 2q	3,783	26,042,656	394,957	401,873	1.5%	28,226	1	6,950	2	515,000	\$14.93
2018 1q	3,782	26,035,706	423,149	423,149	1.6%	23,133	2	15,289	3	521,950	\$14.92
2017 4q	3,780	26,020,417	427,893	430,993	1.7%	144,690	5	30,104	4	522,239	\$14.75
2017 3q	3,775	25,990,313	542,479	545,579	2.1%	(33,745)	2	13,680	9	552,343	\$14.94
2017 2q	3,773	25,976,633	495,054	498,154	1.9%	1,577	2	8,336	9	555,894	\$14.83
2017 1q	3,767	25,928,921	448,919	452,019	1.7%	9,305	1	9,026	9	555,891	\$14.49
2016	3,767	25,921,135	439,258	453,538	1.7%	350,636	8	66,649	8	60,237	\$13.43
2015	3,757	25,811,911	674,703	694,950	2.7%	120,464	5	35,427	2	21,806	\$12.15
2014	3,753	25,753,051	745,374	756,554	2.9%	254,298	12	148,308	2	39,319	\$11.49
2013	3,738	25,663,628	904,949	921,429	3.6%	207,056	4	23,723	12	152,212	\$12.35
2012	3,735	25,653,705	1,089,670	1,118,562	4.4%	194,772	8	28,173	2	8,759	\$13.17
2011	3,728	25,621,320	1,249,010	1,280,949	5.0%	(82,559)	8	61,347	5	15,375	\$12.97
2010	3,716	25,530,219	1,052,749	1,107,289	4.3%	40,419	5	60,138	8	55,829	\$14.33
2009	3,705	25,419,875	967,879	1,037,364	4.1%	33,422	8	70,219	4	22,638	\$13.25
2008	3,693	25,202,708	804,241	853,619	3.4%	574,525	9	59,715	10	211,803	\$14.61

Source: CoStar Property®

In 2008 vacancy was as high as 5.4 percent and it presently stands at 1.7 percent. Over this ten plus year time period the inventory has increased by approximately 900,000 square feet

Conclusion

Based on local market conditions it has been concluded that Parcel C has the characteristics that would make it ideal for airport parking. Parcel D due to its site and other characteristics could be developed as a build-to-suit for retail, light industrial or office. However, local conditions do not support speculative development at this time.

Property Analysis

Site Description

GENERAL

Location:	Jetport Boulevard (Parcel C) & 1060 Westbrook Street (Parcel D) Portland, Cumberland County, Maine 04102 The subject properties are located in along Jetport Boulevard and Westbrook Street near the Portland Jetport in the city of Portland.											
Shape:	Irregularly shaped – both parcels											
Topography:	Gently sloping – both parcels											
Parcel C Land Area:	1.97 acres / 85,813 gross square feet											
Parcel D Land Area:	4.03 acres / 175,547 gross square feet – Based on conversations with the ownership, a review of the site plan, deed, and Google Earth we have estimated that 43,560 square feet of the site is not usable as it is encumbered with the drainage easement and detention pond. As such the net usable area is 131,987 square feet or 3.03 acres. Reference is made to the Extraordinary Assumptions.											
Access, Visibility and Frontage:	The subject properties have good access and good visibility. The frontage is rated as good. The frontage dimensions are listed below: <table><tr><td>Jetport Boulevard (Parcel C):</td><td>267 feet</td></tr><tr><td>Jetport Boulevard (Parcel D):</td><td>105 feet</td></tr><tr><td>Westbrook Street (Parcel D):</td><td>652 feet</td></tr></table>		Jetport Boulevard (Parcel C):	267 feet	Jetport Boulevard (Parcel D):	105 feet	Westbrook Street (Parcel D):	652 feet				
Jetport Boulevard (Parcel C):	267 feet											
Jetport Boulevard (Parcel D):	105 feet											
Westbrook Street (Parcel D):	652 feet											
Utilities:	All public utilities are available and deemed adequate. Utility providers for the subject properties are as follows: <table><tr><td>Water</td><td>City of Portland</td></tr><tr><td>Sewer</td><td>City of Portland</td></tr><tr><td>Electricity</td><td>CMP</td></tr><tr><td>Gas</td><td>Unitil</td></tr><tr><td>Telephone</td><td>Various</td></tr></table>		Water	City of Portland	Sewer	City of Portland	Electricity	CMP	Gas	Unitil	Telephone	Various
Water	City of Portland											
Sewer	City of Portland											
Electricity	CMP											
Gas	Unitil											
Telephone	Various											
Site Improvements:	The subject properties are vacant land parcels.											

SITE CONDITIONS

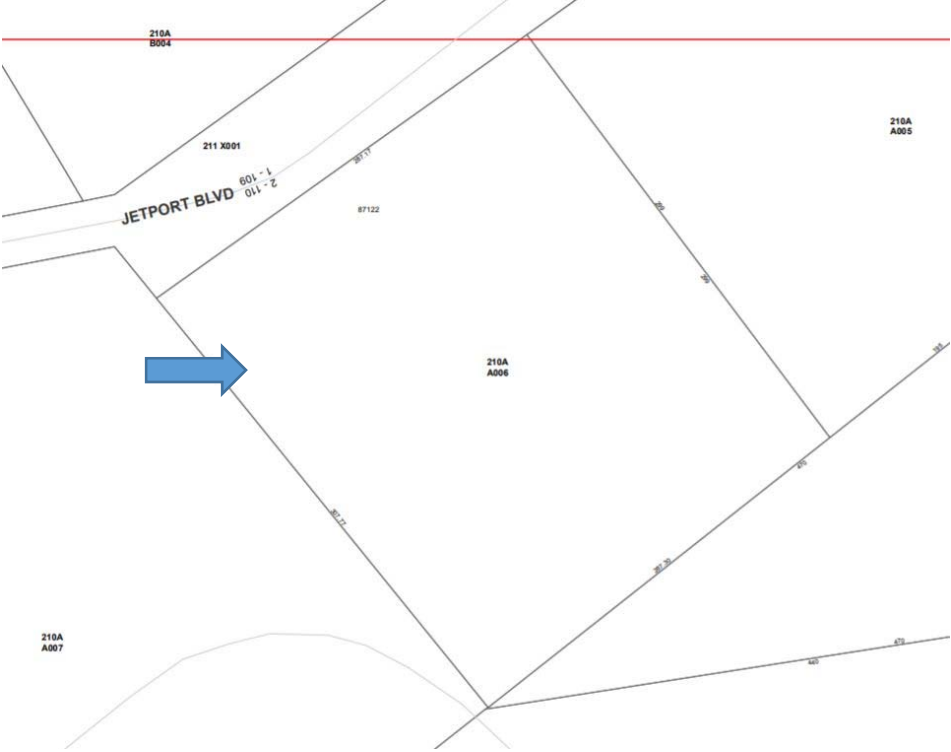
Soil Conditions:	We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support development.
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Land Use Restrictions:	A review of the legal description and discussions with the ownership revealed that Parcel D has a perpetual easement to a drainage and detention basin which is located at the northeastern section of the site. We have estimated that the drainage easement and detention pond encumbers 43,560 square feet of the site. We were not given a title report to review and the deeds did not reveal any other easements, encroachments, or restrictions that would adversely affect the sites' use. However, we recommend a title search to determine whether any adverse conditions exist.
Wetlands:	We were not provided with a wetlands report. In addition, our view of site conditions was limited due to snow coverage. The information discussed below was provided by the ownership. We have assumed this information is accurate (please refer to Extraordinary Assumptions). If subsequent engineering data reveal the presence of more regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field. Parcel C: A review of the site plan and discussion with the ownership noted that Parcel C has 10,780 square feet of wetland areas. The ownership was awarded permits fill the wetlands for a proposed parking use. The permits expire January 2020 if no activity has commenced. Based on the information provided we have assumed no other wetland areas. Parcel D: The ownership noted a small area of wetlands in the northeast section of Parcel D near the drainage easement and detention pond. This area is located within the 43,560 square foot non-usable area we noted in the land area description. Based on the information provided we have assumed no other wetland areas.
Hazardous Substances:	We observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
Flood Zone Description:	The subject properties are located in flood zone X (Areas determined to be outside the 500 year flood plain) as indicated by FEMA Map 2300510012C, dated December 08, 1998. The flood zone determination and other related data are provided by a third-party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.

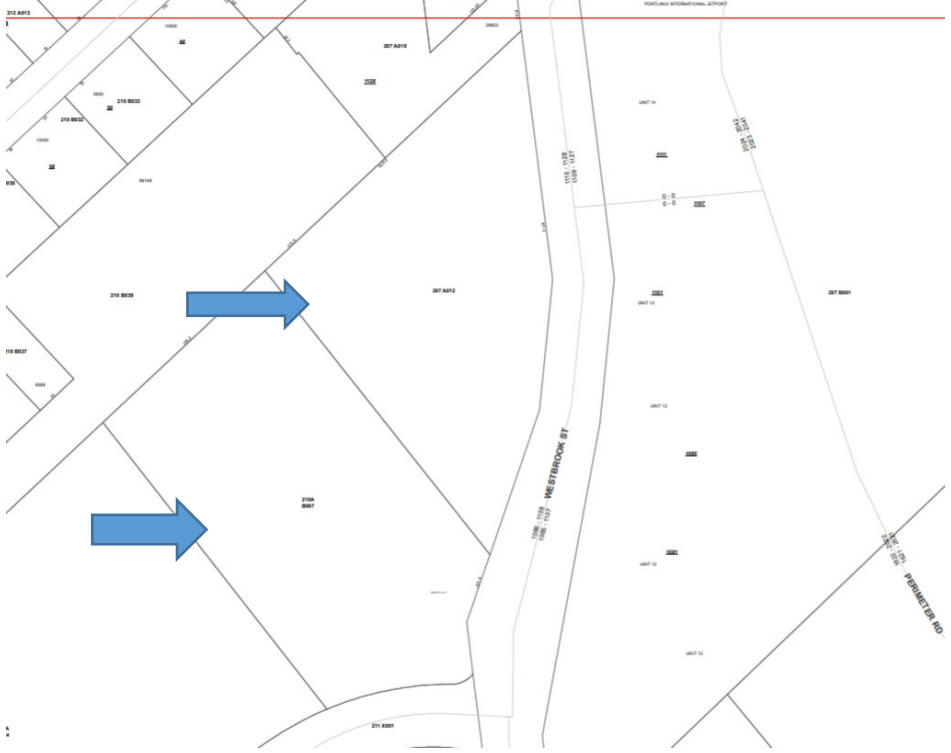
CONCLUSIONS

Location Rating:	Good
Summary:	The subject sites have good access and frontage within an establish neighborhood. Each site has wetlands which impact the development potential of each. Furthermore, each site is irregularly-shaped and has sloping wooded topography which limits the utility. Additionally, Parcel D has a detention basin which will limits its overall utility and marketability. These characteristics result in site utility ratings of average for both parcels.

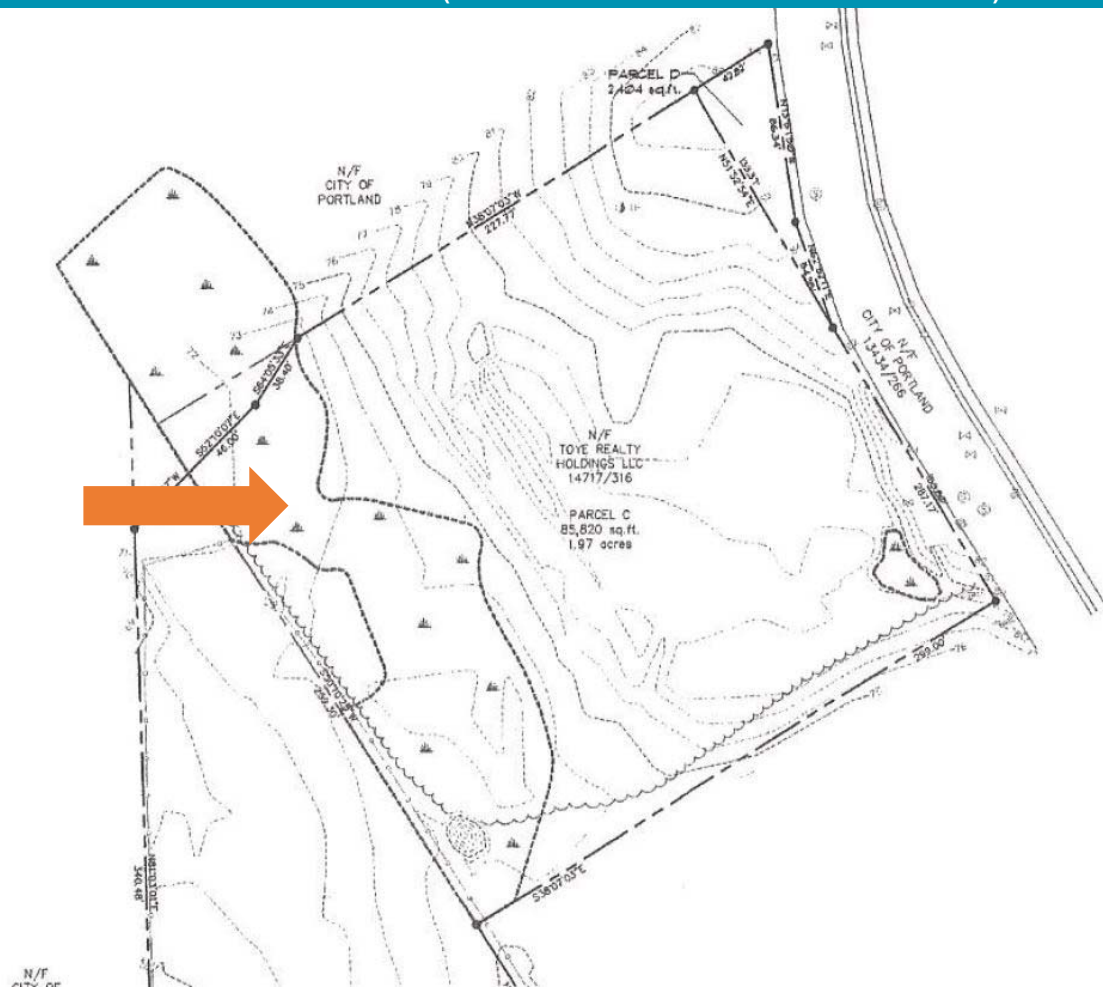
TAX MAP-PARCEL C



TAX MAP PARCEL D

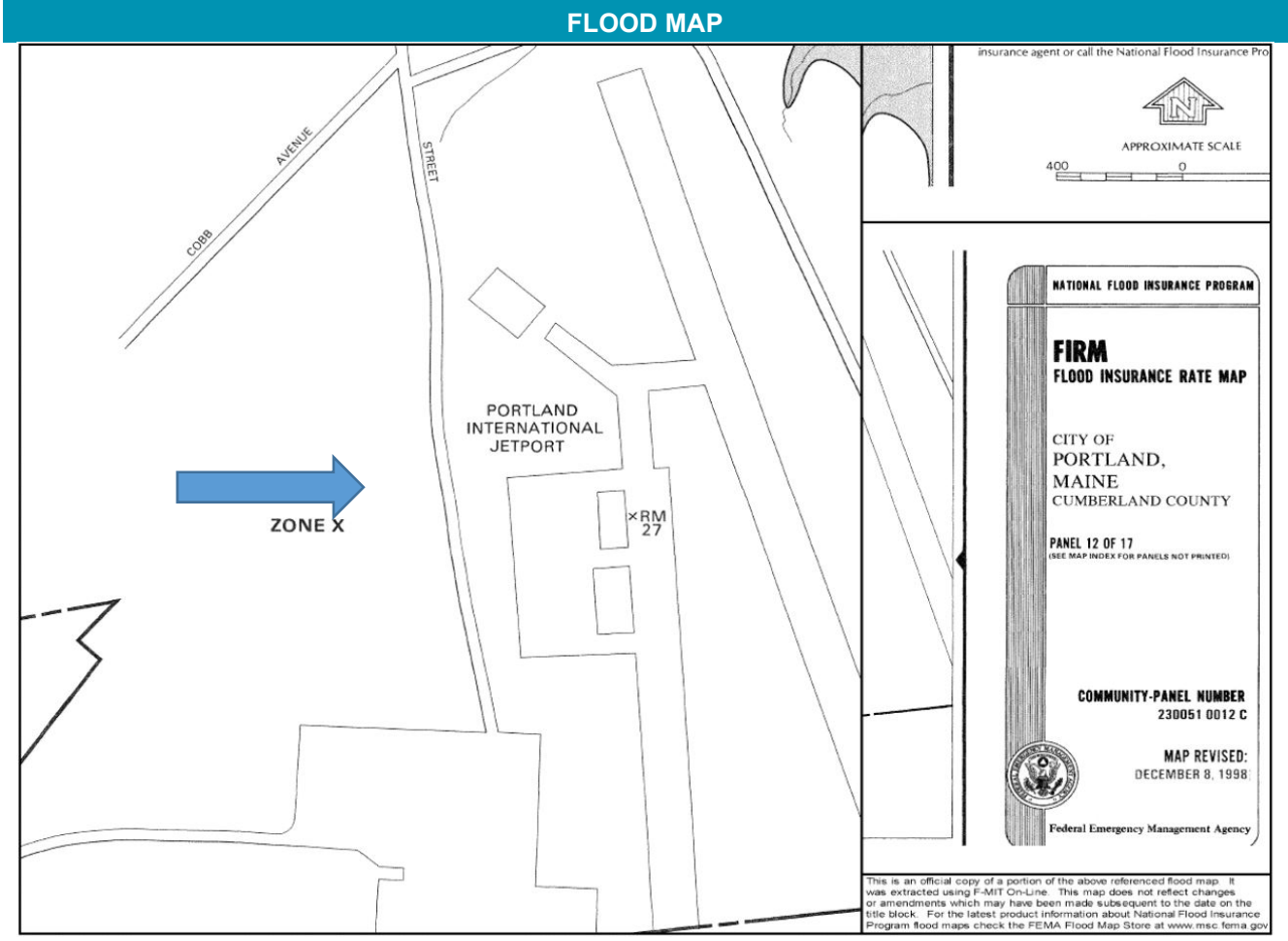


SITE PLAN – PARCEL C (ORANGE ARROW INDICATES WETLANDS)



SITE PLAN - PARCEL D (ORANGE ARROW NOTES DRAINAGE & DETENTION POND)





Real Property Taxes and Assessments

Current Property Taxes

The subject properties are located in the taxing jurisdiction of the City of Portland, and the assessor's parcel identifications are 210A-A006-001 (Parcel C), 207-A-012-001 & 210A-B-7 (Parcel D). According to the local tax collector's office, taxes are current.

The assessment and taxes for the property are presented in the following table:

REAL ESTATE ASSESSMENTS & TAXES FOR THE TAX YEAR 2019						
Lot Number	Land Assessment	Improved Assessment	Total Assessment	Taxable Assessment	Tax Rate	Total Tax Liability
Real Property						
210A-A-006-001 (Parcel C)	\$528,200	\$0	\$528,200	\$528,200	\$22.48	\$11,874
207-A-0012-001 & 210A-B007 (Parcel D)	\$475,100	\$0	\$475,100	\$475,100	\$22.48	\$10,680
Grand Total	\$1,003,300	\$0	\$1,003,300	\$1,003,300	\$22.48	\$22,554

Compiled by Cushman & Wakefield of Massachusetts, Inc.

The following table summarizes the subject's historical taxes:

CURRENT AND HISTORICAL REAL ESTATE TAXES		
	Parcel C	Parcel D
2014	\$10,252	\$9,222
2015	\$10,564	\$9,502
2016	\$10,897	\$9,801
2017	\$11,150	\$10,029
2018	\$11,436	\$10,286
2019	\$11,874	\$10,680

We note that City of Portland has assessed Parcel D as a 2.372 acre site rather than a 4.03 acre site as described in the site. The assessment for both parcels could change once the City of Portland completes the reassessment of all properties for the FY2021 tax cycle.

Zoning

General Information

The property is zoned A-B Airport Business by the City of Portland. A summary of the subject's zoning is provided in the following table:

ZONING	
Municipality Governing Zoning:	City of Portland
Current Zoning:	A-B Airport Business
Permitted Uses:	Permitted uses within this district include parking lots and garages, hotel or motel, car rental, airport related services, restaurant, and bank

ZONING REQUIREMENTS	CODE	SUBJECT COMPLIANCE
Minimum Lot Area:	20,000 square feet	Complying
Maximum Building Height:	75 feet	Not Applicable
Maximum Lot Coverage (% of Lot Area):	70.0%	Not Applicable
Minimum Yard Setbacks:		
Front (Feet):	20	Not Applicable
Rear (Feet):	None	Not Applicable
Side (Feet):	None	Not Applicable
Required On-Site Parking:	By use	

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Zoning Conclusions

We analyzed the zoning requirements in relation to the subject property, and considered the compliance of the existing or proposed use. We are not experts in the interpretation of complex zoning ordinances but based on our review of public information, the subject property appears to be a complying use. We note that the purpose of the zone provide an area for the development of airport-related enterprises. Appropriate uses permitted in this district are those customarily associated with the operation of the airport terminal and individual airlines and accessory uses to provide for the comfort and convenience of the airport's patrons and employees. The district is considered more restrictive in relation to other commercial zones.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

We note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Highest and Best Use

Highest and Best Use Definition

The Dictionary of Real Estate Appraisal, Sixth Edition (2015), a publication of the Appraisal Institute, defines the highest and best use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

To determine the highest and best use we typically evaluate the subject site under two scenarios: as though vacant land and as presently improved. In both cases, the property's highest and best use must meet the four criteria described above.

Highest and Best Use of Site as though Vacant

Legally Permissible

The zoning regulations in effect at the time of the appraisal determine the legal permissibility of a potential use of the subject sites. As described in the Zoning section, the subject sites are zoned A-B Airport Business by the City of Portland. We are not aware of any further legal restrictions that limit the potential uses of the subject sites. In addition, rezoning of the sites are not likely due to the character of the area.

Physically Possible

The physical possibility of a use is dictated by the size, shape, topography, availability of utilities, and any other physical aspects of the sites have previously been presented. Overall, the sites are considered adequate to accommodate most permitted development possibilities.

Financially Feasible and Maximally Productive

In order to be seriously considered, a use must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Financially feasible uses are those uses that can generate a profit over and above the cost of acquiring the sites, and constructing the improvements. Of the uses that are permitted, possible, and financially feasible, the one that will result in the maximum value for the property is considered the highest and best use.

Conclusion

We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the sites to determine what legal uses would be possible, and considered the financial feasibility of these uses to determine the uses that are maximally productive. Considering the subject sites' physical characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of Parcel C as though vacant is for the development of a parking facility as supported by market demand and for Parcel D is for interim hold until market conditions support speculative commercial development as allowed by zoning.

Valuation Process

Methodology

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

We considered each approach in developing our opinion of the market value of the subject property. We discuss each approach below and conclude with a summary of their applicability to the subject property.

Cost Approach

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial profit and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Sales Comparison Approach

In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value, the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, price per acre, price per unit, or price per square foot of potential building area. In both cases, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

Income Capitalization Approach

In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization. Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted to a present value using an internal rate of return that is determined by analyzing current investor yield requirements for similar investments.

Summary

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

Land Valuation - Parcel C

We used the Sales Comparison Approach to develop an opinion of land value. We examined current offerings and analyzed prices buyers have recently paid for comparable sites. If the comparable was superior to the subject, a downward adjustment was made to the comparable sale. If inferior, an upward adjustment was made. We note that there are no true comparables of the subject property. Adjustments are subjective in nature based on our discussions with market participants and understanding of the local market. There are no land parcels available for sale within the subject's immediate neighborhood. As such, we had to expand our search parameters.

The most widely used and market-oriented unit of comparison for properties with characteristics similar to those of the subject is price per square foot of land. All transactions used in this analysis are based on the most appropriate method used in the local market.

The major elements of comparison used to value the subject site include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its utility and the physical characteristics of the property.

The comparables and our analysis are presented on the following pages.

SUMMARY OF LAND SALES													
PROPERTY INFORMATION								TRANSACTION INFORMATION					
No.	Location	Size (SF)	Size (Acres)	Proposed Use	Zoning	Site Utility	Public Utilities	Grantor	Grantee	Sale Date	Sale Price	\$/SF Land	COMMENTS
S	Subject Property-Parcel C	85,813	1.97	Commercial	A-B Airport Business	Average	All available						
1	Duluth Trading 55 Maine Road South Portland, ME	68,825	1.58	Retail- Commercial	CCR	Excellent	All Available	Huszonek	KTJ 307, LLC	4/18	\$740,000	\$10.75	The site is located along Maine Mall Road, Western Avenue, and Interstate 95. The property is located across from the Portland Jetport and the Maine Mall. The buyers purchased the property for the development of a Duluth Reading retail store.
2	1945 Congress Street Portland, ME	114,563	2.63	Office	O-P	Average	All Available	Elks Lodge	Diversified Partners LLC / Fancy Sauce LLC	4/17	\$1,250,000	\$10.91	The Elks lodge that currently occupies 7 acres was condominiumized and two of the three units were sold for development of a 15,000 square foot medical office building and a 25,300 square foot general office. The land area shown is the total land area dedicated to the two condominium units associated with these buildings, which includes all necessary parking, site circulation and landscaping. 132 parking spaces will be located on the two condominium sites. The Elk's retained the remainder of the site and renovated their existing lodge, bringing it from 23,090 square feet to 13,500 square feet. The buyer took the site through approvals and a zoning change.
3	2401 Broadway South Portland, ME	392,911	9.02	Industrial	CG	Good	All Available	2401 Broadway Associates LLC	Plummer Properties LLC	12/16	\$1,275,000	\$3.25	This site is well located along Broadway between Interstate 295, the Maine Turnpike Approach, and Route 701. The parcel was on the market for over a decade and was ultimately purchased by Robert Plummer, founder and President of Eastern Excavation in Westbrook. Plummer plans to build three flex-space warehouses primarily for light industrial companies, with a small office component. The warehouses will be 28,500, 25,500 and 6,000 square feet with ceiling heights of 22 feet at the front and 21 feet at the rear. Currently, Plummer has a prospective tenant for the smallest warehouse. The new buildings will be custom fit to individual tenant needs. The buildings are currently under construction with the smallest building expected to be completed by the end of the summer and the others by fall.
4	1342 Congress Street Portland, ME	106,374	2.44	Special Purpose	R-5	Average	All Available	Roman Catholic Bishop of Portland	Jewish Community Alliance of So. ME	8/15	\$1,100,000	\$10.34	At the time of sale the property was improved with a 5,000 square foot building. The buyer obtained the approvals to demolish the building and redevelop the site with a 19,000 square foot neighborhood center. The property has shared access with the Westgate Shopping Center. The new facility will also have parking for 50 vehicles. The property was originally listed for sale at \$1,590,000.
5	151 Jetport Boulevard South Portland, ME	409,028	9.39	Office	DZ	Good	All Available	Brooklawn Memorial Park	Jetport State Building	3/14	\$850,000	\$2.08	This site is located on the Northerly side of Jetport Boulevard adjacent to the Portland international airport and Interstate 95. Following the sale, an 80,000 square foot office building was built for Department of Health and Human Services and Department of Labor offices. The former DHHS offices were in downtown Portland.
STATISTICS													
Low		68,825	1.58							3/14	\$740,000	\$2.08	
High		409,028	9.39							4/18	\$1,275,000	\$10.91	
Average		218,340	5.01							6/16	\$1,043,000	\$7.47	

Compiled by Cushman & Wakefield of Massachusetts, Inc.

LAND SALE ADJUSTMENT GRID: PARCEL C

		Economic Adjustments (Cumulative)					Property Characteristic Adjustments (Additive)					
No.	Price PSF Land & Date	Property Rights Conveyed	Conditions of Sale	Financing	Market ⁽¹⁾ Conditions	PSF Land Subtotal	Location	Size	Public Utilities	Utility ⁽²⁾	Other	Adj. Price PSF Land
1	\$10.75 4/18	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 2.6%	\$11.03 2.6%	Similar 0.0%	Smaller -5.0%	Similar 0.0%	Superior -30.0%	Similar 0.0%	\$7.17 -35.0%
2	\$10.91 4/17	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 5.7%	\$11.53 5.7%	Similar 0.0%	Larger 5.0%	Similar 0.0%	Superior -25.0%	Similar 0.0%	\$9.23 -20.0%
3	\$3.25 12/16	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 6.8%	\$3.47 6.8%	Inferior 10.0%	Larger 20.0%	Similar 0.0%	Superior -5.0%	Similar 0.0%	\$4.33 25.0%
4	\$10.34 8/15	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 11.2%	\$11.50 11.2%	Similar 0.0%	Larger 5.0%	Similar 0.0%	Superior -25.0%	Similar 0.0%	\$9.20 -20.0%
5	\$2.08 3/14	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 15.9%	\$2.41 15.9%	Similar 0.0%	Larger 20.0%	Similar 0.0%	Superior -5.0%	Similar 0.0%	\$2.77 15.0%
STATISTICS												
	\$2.08										Low -	\$2.77
	\$10.91										High -	\$9.23
	\$7.47										Average -	\$6.54

Compiled by Cushman & Wakefield of Massachusetts, Inc.

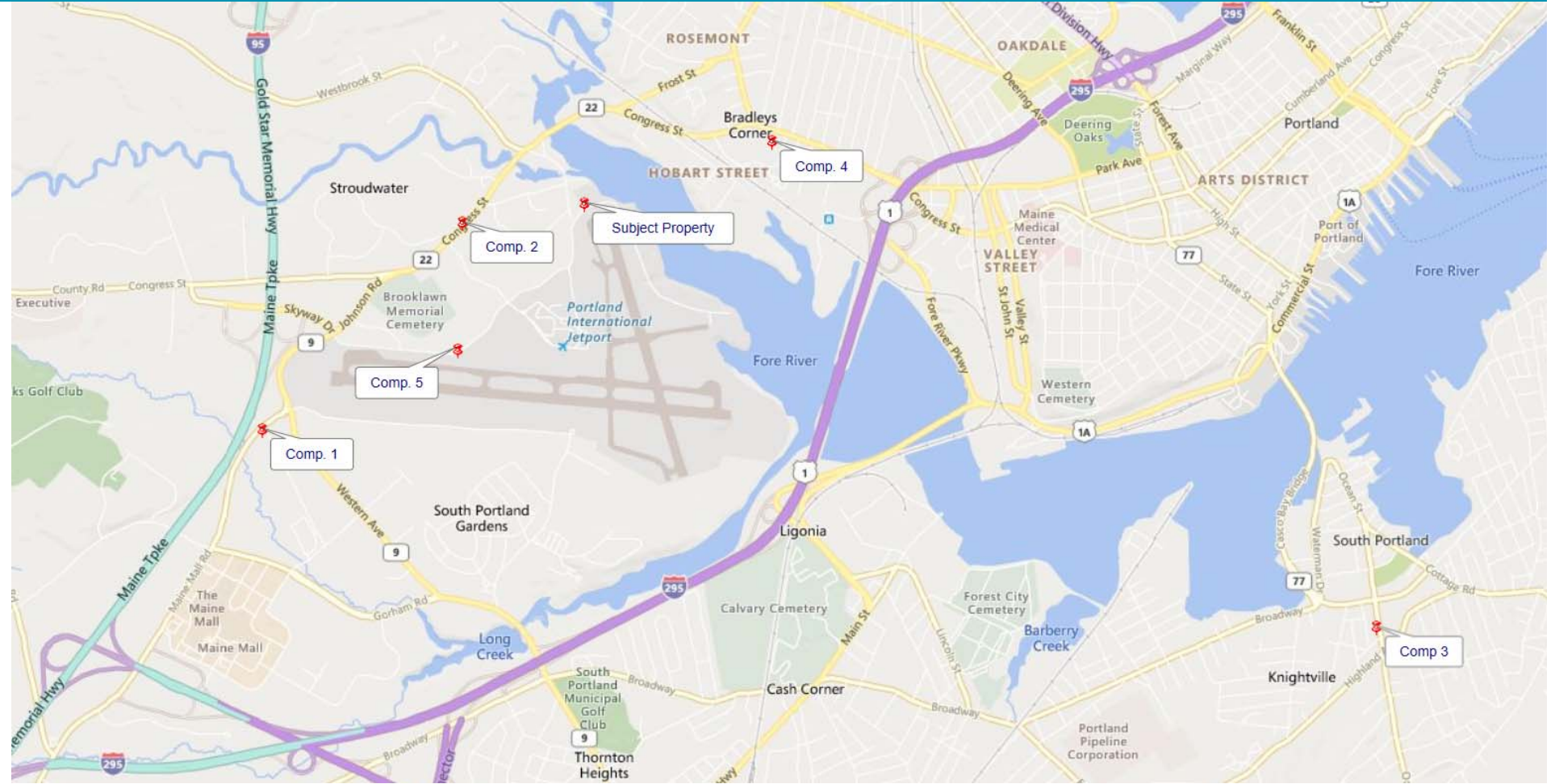
(1) Market Conditions Adjustment Footnote

Compound annual change in market conditions: 3.00%
Date of Value (for adjustment calculations): 3/8/19

(2) Utility Footnote

Utility includes shape, access, frontage and visibility.

LAND SALE LOCATION MAP – PARCEL C



Discussion of Adjustments

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. However, all sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments were required.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between March 2014 and April 2018. As the market has improved over this time period, we applied an annual adjustment of 3.00 percent.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. We made a downward adjustment to those comparables considered superior in location compared to the subject. Conversely, upward adjustments were made to those comparables considered inferior.

Land Sale 3 is located within an industrial area that is considered less desirable than the subject property's local area. As such the comparable was adjusted upward for its inferior local area in relation to the subject.

Size

The adjustment for size generally reflects the inverse relationship between unit price and lot size. Smaller lots tend to sell for higher unit prices than larger lots, and vice versa. Therefore, upward adjustments were made to larger land parcels, and downward adjustments were made to smaller land parcels.

Land Sale 1 was adjusted downward for its smaller land area.

Land Sales 2, 3, and 5 each required vary levels of upward adjustments to account for their larger site areas in relation to the subject.

Public Utilities

The availability of public utilities has a significant impact on the value of a property. Municipal utility providers often, but not always, provide utilities such as gas, water, electric, sewer, and telephone. It is therefore important to understand any differences that may exist in the availability of public utilities to the subject property and its comparables. All of the sales, like the subject, had full access to public utilities at the time of sale. Therefore, no adjustments were required.

Utility

The subject parcel is adequately shaped to accommodate a typical building. It has good access, good frontage and good visibility. Overall, it has been determined that the site has average utility. This is because the subject has wetlands that would require additional costs to fill, an irregular site configuration, and sloping topography. Adjustments were made where a comparable was considered to have superior or inferior utility.

All five land sales required some level of upward adjustments due to their superior site conditions (lack of wetlands) in relation to the subject property. Land Sales 1, 2, and 3 each warranted additional downward adjustments to account for their superior frontage and site configuration.

Other

In some cases, other variables will have an impact on the price of a land transaction. Examples include soil or slope conditions, restrictive zoning, easements, wetlands or external influences.

Land Sale 1 required a downward adjustment to account for its less restrictive zoning in relation to the subject's zoning.

Conclusion of Site Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace. Despite the subjectivity, the adjustments were considered reasonable and were applied consistently. After a thorough analysis, the comparable land sales reflect adjusted unit values ranging from \$2.77 per square foot to \$9.23 per square foot, with an average of \$6.54 per square foot. The comparables required gross adjustments ranging from 30.7 percent (Land Sale 2) to 41.8 percent (Land Sale 3). Given the level of gross adjustment each sale warranted it was no concluded that no sale warranted more consideration than the other. As such, we have placed equal reliance on each comparable sale. In light of the preceding, we have reconciled to the midpoint of the range. Therefore, we concluded that the indicated land value by the Sales Comparison Approach was:

AS IS LAND VALUE CONCLUSION- PARCEL C		Price PSF
		\$6.50
SQFT Measure		x 85,813
Indicated Value		\$557,786
Rounded to nearest \$50,000		\$550,000
\$/SF Basis		\$6.41
LAND VALUE CONCLUSION		\$550,000
\$/SF Basis		\$6.41

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Land Valuation – Parcel D

We used the Sales Comparison Approach to develop an opinion of land value for Parcel D.

We examined current offerings and analyzed prices buyers have recently paid for comparable sites. If the comparable was superior to the subject, a downward adjustment was made to the comparable sale. If inferior, an upward adjustment was made. We note that there are no true comparables of the subject property. Adjustments are subjective in nature based on our discussions with market participants and understanding of the local market. There are no land parcels available for sale within the subject's immediate neighborhood. As such, we had to expand our search parameters.

The most widely used and market-oriented unit of comparison for properties with characteristics similar to those of the subject is price per square foot of land. All transactions used in this analysis are based on the most appropriate method used in the local market.

The major elements of comparison used to value the subject site include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its utility and the physical characteristics of the property.

The comparables and our analysis are presented on the following pages.

SUMMARY OF LAND SALES

PROPERTY INFORMATION										TRANSACTION INFORMATION				
No.	Location	Net Size (sf)	Size (Acres)	Proposed Use	Zoning	Site Utility	Public Utilities	Grantor	Grantee	Sale Date	Sale Price	\$/SF Land	COMMENTS	
S	Subject Property-Parcel D	131,987	3.03	Commercial	A-B Airport Business	Average	All available							
1	Duluth Trading 55 Maine Road South Portland, ME	68,825	1.58	Retail- Commercial	CCR	Excellent	All Available	Huszonek	KTJ 307, LLC	4/18	\$740,000	\$10.75	The site is located along Maine Mall Road, Western Avenue, and Interstate 95. The property is located across from the Portland Jetport and the Maine Mall. The buyers purchased the property for the development of a Duluth Reading retail store.	
2	1945 Congress Street Portland, ME	114,563	2.63	Office	O-P	Average	All Available	Elks Lodge	Diversified Partners LLC / Fancy Sauce LLC	4/17	\$1,250,000	\$10.91	The Elks lodge that currently occupies 7 acres was condominiumized and two of the three units were sold for development of a 15,000 square foot medical office building and a 25,300 square foot general office. The land area shown is the total land area dedicated to the two condominium units associated with these buildings, which includes all necessary parking, site circulation and landscaping. 132 parking spaces will be located on the two condominium sites. The Elk's retained the remainder of the site and renovated their existing lodge, bringing it from 23,090 square feet to 13,500 square feet. The buyer took the site through approvals and a zoning change.	
3	2401 Broadway South Portland, ME	392,911	9.02	Industrial	CG	Good	All Available	2401 Broadway Associates LLC	Plummer Properties LLC	12/16	\$1,275,000	\$3.25	This site is well located along Broadway between Interstate 295, the Maine Turnpike Approach, and Route 701. The parcel was on the market for over a decade and was ultimately purchased by Robert Plummer, founder and President of Eastern Excavation in Westbrook. Plummer plans to build three flex-space warehouses primarily for light industrial companies, with a small office component. The warehouses will be 28,500, 25,500 and 6,000 square feet with ceiling heights of 22 feet at the front and 21 feet at the rear. Currently, Plummer has a prospective tenant for the smallest warehouse. The new buildings will be custom fit to individual tenant needs. The buildings are currently under construction with the smallest building expected to be completed by the end of the summer and the others by fall.	
4	1342 Congress Street Portland, ME	106,374	2.44	Special Purpose	R-5	Average	All Available	Roman Catholic Bishop of Portland	Jewish Community Allinace of So. ME	8/15	\$1,100,000	\$10.34	At the time of sale the property was improved with a 5,000 square foot building. The buyer obtained the approvals to demolish the building and redevelop the site with a 19,000 square foot neighborhood center. The property has shared access with the Westgate Shopping Center. The new facility will also have parking for 50 vehicles. The property was originally listed for sale at \$1,590,000.	
5	151 Jetport Boulevard South Portland, ME	409,028	9.39	Office	DZ	Good	All Available	Brooklawn Memorial Park	Jetport State Building	3/14	\$850,000	\$2.08	This site is located on the Northerly side of Jetport Boulevard adjacent to the Portland international airport and Interstate 95. Following the sale, an 80,000 square foot office building was built for Department of Health and Human Services and Department of Labor offices. The former DHHS offices were in downtown Portland.	
STATISTICS														
Low		68,825	1.58							3/14	\$740,000	\$2.08		
High		409,028	9.39							4/18	\$1,275,000	\$10.91		
Average		218,340	5.01							6/16	\$1,043,000	\$7.47		

Compiled by Cushman & Wakefield of Massachusetts, Inc.

LAND SALE ADJUSTMENT GRID: PARCEL D												
Economic Adjustments (Cumulative)							Property Characteristic Adjustments (Additive)					
No.	Price PSF Land & Date	Property Rights Conveyed	Conditions of Sale	Financing	Market ⁽¹⁾ Conditions	PSF Land Subtotal	Location	Size	Public Utilities	Utility ⁽²⁾	Other	Adj. Price PSF Land
1	\$10.75 4/18	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 2.6%	\$11.03 2.6%	Similar 0.0%	Smaller -10.0%	Similar 0.0%	Superior -35.0%	Superior -5.0%	\$5.52 -50.0%
2	\$10.91 4/17	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 5.7%	\$11.53 5.7%	Similar 0.0%	Smaller -5.0%	Similar 0.0%	Superior -30.0%	Similar 0.0%	\$7.50 -35.0%
3	\$3.25 12/16	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 6.8%	\$3.47 6.8%	Inferior 10.0%	Larger 15.0%	Similar 0.0%	Superior -10.0%	Similar 0.0%	\$3.99 15.0%
4	\$10.34 8/15	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 11.2%	\$11.50 11.2%	Similar 0.0%	Smaller -5.0%	Similar 0.0%	Superior -30.0%	Similar 0.0%	\$7.47 -35.0%
5	\$2.08 3/14	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 15.9%	\$2.41 15.9%	Similar 0.0%	Larger 15.0%	Similar 0.0%	Superior -10.0%	Similar 0.0%	\$2.53 5.0%
STATISTICS												
	\$2.08										Low -	\$2.53
	\$10.91										High -	\$7.50
	\$7.47										Average -	\$5.40

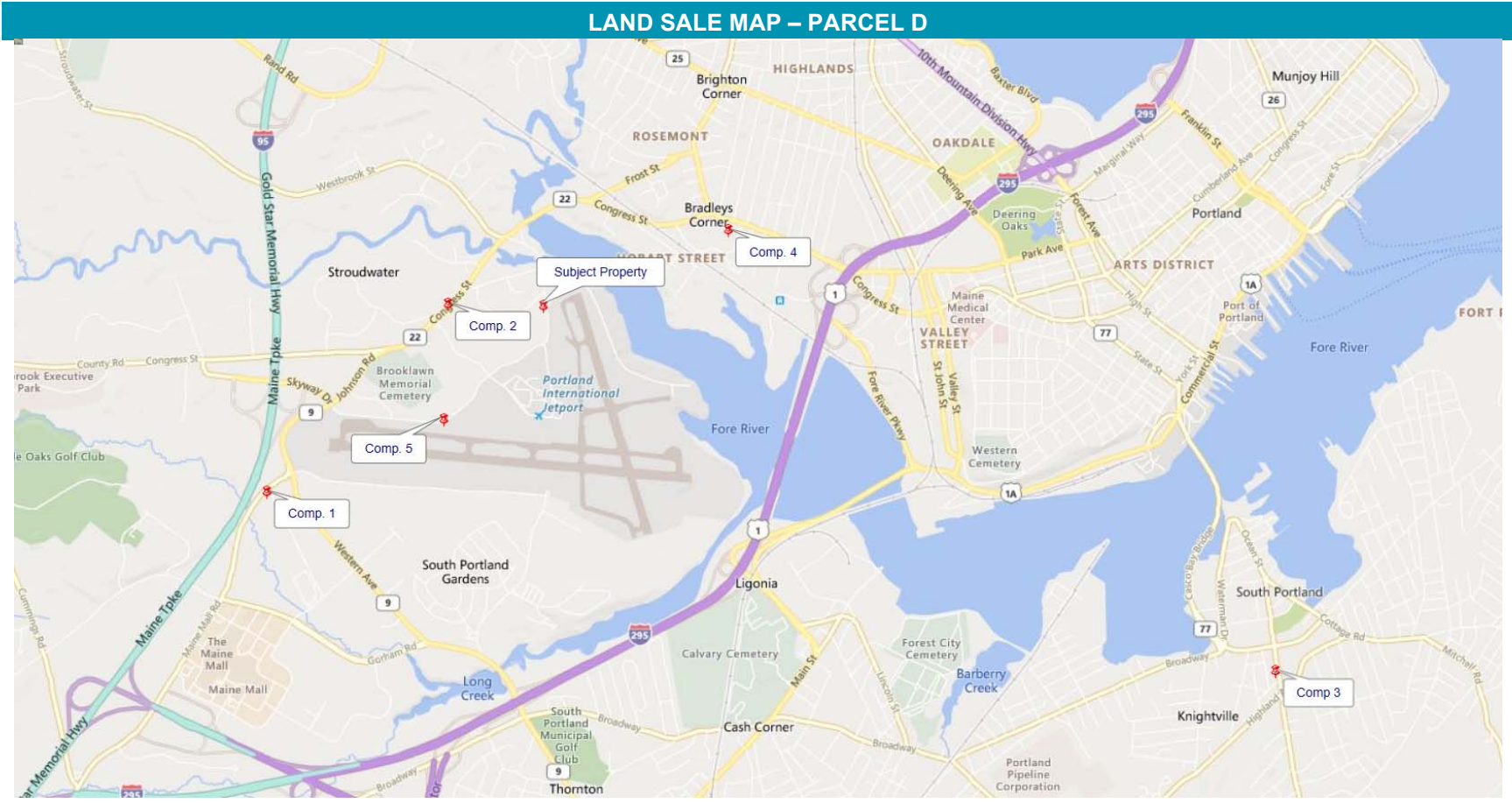
Compiled by Cushman & Wakefield of Massachusetts, Inc.

(1) Market Conditions Adjustment Footnote

Compound annual change in market conditions: 3.00%
Date of Value (for adjustment calculations): 3/8/19

(2) Utility Footnote

Utility includes shape, access, frontage and visibility.



Discussion of Adjustments

Property Rights Conveyed

We are valuing the fee simple interest similar to each of the comparables, therefore an adjustment for property rights is not required.

Conditions of Sale

All sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments were required.

Financial Terms

To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between March 2014 and April 2018. As the market has improved over this time period, we applied an annual adjustment of 3.00 percent.

Location

An adjustment for location is required when the location characteristics of a comparable property differ from those of the subject property. We made downward adjustments to those comparables considered superior in location when compared to the subject. Conversely, upward adjustments was made to those comparables considered inferior.

Land Sale 3 was adjusted upward for its inferior local area in relation to the subject.

Size

Upward adjustments were made to larger land parcels, and downward adjustments were made to smaller land parcels. We based the size adjustment on the net land area.

Land Sales 1, 2, and 4 were adjusted downward for their smaller land area. Land Sales 3 and 5 each required vary levels of upward adjustments to account for their larger site areas in relation to the subject.

Public Utilities

All of the sales, like the subject, had full access to public utilities at the time of sale. Therefore, no adjustments were required.

Utility

The subject parcel is adequately shaped to accommodate a typical building. It has good access, good frontage and good visibility. Overall, it has been determined that the site has average utility. As noted the subject has an irregular configuration and sloping topography. In addition, there is a drainage easement and detention pond. We have excluded this land area as it is not usable but recognize that it may impact the development potential of the subject. Adjustments were made where a comparable was considered to have superior or inferior utility.

All five land sales required some level of upward adjustments due to their superior site conditions (lack of wetlands) in relation to the subject property. Land Sales 1, 2, and 3 each warranted additional downward adjustments to account for their superior frontage and site configuration.

Other

In some cases, other variables will have an impact on the price of a land transaction. Examples include soil or slope conditions, restrictive zoning, easements, wetlands or external influences.

Land Sale 1 required a downward adjustment to account for its less restrictive zoning in relation to the subject's zoning.

Conclusion of Land Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace. Despite the subjectivity, the adjustments were considered reasonable and were applied consistently. After a thorough analysis, the comparable land sales reflect adjusted unit values ranging from \$2.53 per square foot to \$7.50 per square foot, with an average of \$5.40 per square foot. The comparables required gross adjustments ranging from 40.7 percent (Land Sale 2) to 52.6 percent (Land Sale 1). Given the level of gross adjustment each sale warranted it was no concluded that no sale warranted more consideration than the other. As such, we have placed equal reliance on each comparable sale. In light of the preceding, we have reconciled to below the midpoint of the range because of the drainage easement and detention pond. Therefore, we concluded that the indicated land value by the Sales Comparison Approach was:

AS IS LAND VALUE CONCLUSION- PARCEL D		Price PSF
Indicated Value		\$5.00
SQFT Measure	x 131,987	
Indicated Value		\$659,934
Rounded to nearest \$50,000		\$650,000
\$/SF Basis		\$5
LAND VALUE CONCLUSION		\$650,000
\$/SF Basis		\$4.92

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Reconciliation and Final Value Opinion

Valuation Methodology Review and Reconciliation

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

The approach indicated the following:

FINAL VALUE RECONCILIATION-PARCEL C		
	Market Value As-Is	PSF
Date of Value	March 8, 2019	
Land Valuation		
Land Value	\$550,000	
Land Value PSF		\$6.41
Final Value Conclusion	\$550,000	\$6.41

Compiled by Cushman & Wakefield of Massachusetts, Inc.

FINAL VALUE RECONCILIATION-PARCEL D		
	Market Value As-Is	PSF
Date of Value	March 8, 2019	
Land Valuation		
Land Value	\$650,000	
Land Value PSF		\$4.92
Final Value Conclusion	\$650,000	\$4.92

Compiled by Cushman & Wakefield of Massachusetts, Inc.

We gave sole weight to the Sales Comparison Approach because this mirrors the methodology used by purchasers of this property type.

Value Conclusions			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Market Vause As-Is (Parcel C)	Fee Simple	March 8, 2019	\$550,000
Market Vause As-Is (Parcel D)	Fee Simple	March 8, 2019	\$650,000

Compiled by Cushman & Wakefield of Massachusetts, Inc.

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

The appraisal employs a number of extraordinary assumptions. We have assumed that each parcel is developable. In addition, we have assumed the information regarding the areas of the parcels, the location of the wetlands, and additional encumbrances provided to us by the Client and/or estimated are accurate. We have also assumed that Parcel C is encumbered with only 10,780 square feet of wetlands that can be filled for a parking lot use per the permit issued on January 15, 2016 by the Army Corps of Engineers.

The City of Portland only indicates the site area of Parcel D as 2.37 acres. The site plan provided by the ownership indicates a land area of 4.03 acres. We have assumed the survey information is accurate and have relied on it for this report. A review of the legal description and a discussion with the ownership revealed that northerly section of the site is encumbered with a drainage easement and detention pond. The ownership indicated that the easement and pond encumber approximately one-acre or 43,560 square feet of land area. We have assumed this information is accurate and have utilized a net land area for Parcel D of 131,987 square feet. Because the use of these assumptions will affect market value, we reserve the right to revise or conclusions if this information is found to be untrue.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Exposure Time and Marketing Time

Based on our review of national investor surveys, discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded within this report would have been approximately twelve (12) months. This assumes an active and professional marketing plan would have been employed by the current owner.

We believe, based on the assumptions employed in our analysis, as well as our selection of investment parameters for the subject, that our value conclusion represents a price achievable within twelve (12) months.

Assumptions and Limiting Conditions

"Report" means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

"Property" means the subject of the Report.

"Cushman & Wakefield" means Cushman & Wakefield, Inc. or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of Cushman & Wakefield who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
- The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Cushman & Wakefield shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Cushman & Wakefield any inaccuracies or errors that it believes are contained in the Report.
- The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
- The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analyses. Publication of the Report or any portion thereof without the prior written consent of Cushman & Wakefield is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Cushman & Wakefield's prior written consent. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Cushman & Wakefield in writing to use or rely thereon, hereby agrees to indemnify and hold Cushman & Wakefield, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).
- Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
- The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
- The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Cushman & Wakefield assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity or completeness of lease information provided by others. Cushman & Wakefield recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

- The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Cushman & Wakefield make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials that may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Cushman & Wakefield recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
- Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Cushman & Wakefield recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.
- If the Report is submitted to a lender or investor with the prior approval of Cushman & Wakefield, such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this Report.
- In the event of a claim against Cushman & Wakefield or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by Cushman & Wakefield or its affiliates for this Report and under no circumstances shall any claim for consequential damages be made.
- If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Cushman & Wakefield, its employees and the Appraiser have no liability to such recipients. Cushman & Wakefield disclaims any and all liability to any party other than the party that retained Cushman & Wakefield to prepare the Report.
- Unless otherwise noted, we were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
- Unless otherwise noted, we were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
- Unless otherwise noted, we were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
- Unless otherwise noted, we observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
- Unless otherwise noted, we did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
- By use of this Report each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Sean T. Finnerty and Robert N. Skinner, MAI, MRICS did make a personal inspection of the property that is the subject of this report.
- Sean T. Finnerty has not provided prior services, as an appraiser or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- Robert N. Skinner, MAI, MRICS has not provided prior services, as an appraiser or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the persons signing this report.
- As of the date of this report, Robert N. Skinner, MAI, MRICS has completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, Sean T. Finnerty has completed all the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

Sean T. Finnerty
Senior Director
ME Certified General Appraiser
License No. CG2844
sean.finnerty@cushwake.com
617-204-4133 Office Direct

Robert N. Skinner, MAI, MRICS
Executive Managing Director
ME Certified General Appraiser
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robert.skinner@cushwake.com
(617) 204-5912 Office Direct

Addenda Contents

Addendum A:	Glossary of Terms & Definitions
Addendum B:	Engagement Letter
Addendum C:	Property Data
Addendum D:	Comparable Land Sales
Addendum E:	Qualifications of the Appraisers

Addendum A:

Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2015), published by the Appraisal Institute, Chicago, IL, as well as other sources.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

Cash Equivalency

An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.

Depreciation

1. In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method.

Disposition Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. In the case of Disposition value, the seller would be acting under compulsion within a limited future marketing period.

Ellwood Formula

A yield capitalization method that provides a formulaic solution for developing a capitalization rate for various combinations of equity yields and mortgage terms.

The formula is applicable only to properties with stable or stabilized income streams and properties with income streams expected to change according to the J- or K-factor pattern. The formula is

$$RO = [YE - M (YE + P \frac{1}{S} n - RM) - \Delta O \frac{1}{S} n] / [1 + \Delta I J]$$

where

RO = Overall Capitalization Rate

YE = Equity Yield Rate

M = Loan-to-Value Ratio

P = Percentage of Loan Paid Off

$\frac{1}{S} n$ = Sinking Fund Factor at the Equity Yield Rate

RM = Mortgage Capitalization Rate

ΔO = Change in Total Property Value

ΔI = Total Ratio Change in Income

J = J Factor

Also called mortgage-equity formula.

Exposure Time

1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. See also marketing time.

Extraordinary Assumption

An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Insurable Replacement Cost/Insurable Value

A type of value for insurance purposes.

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest

The tenant's possessory interest created by a lease. See also negative leasehold; positive leasehold.

Liquidation Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a severely limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- The buyer is acting in what he or she considers his or her best interest.
- A limited marketing effort and time will be allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. Under market value, the seller would be acting in his or her own best interests. The seller would be acting prudently and knowledgeably, assuming the price is not affected by undue stimulus or atypical motivation. In the case of liquidation value, the seller would be acting under extreme compulsion within a severely limited future marketing period.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Market Value

As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) See also exposure time.

Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Prospective Value upon Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

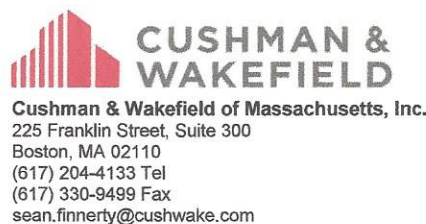
¹ "Interagency Appraisal and Evaluation Guidelines." Federal Register 75:237 (December 10, 2010) p. 77472.

Special, Unusual, or Extraordinary Assumptions

Before completing the acquisition of a property, a prudent purchaser in the market typically exercises due diligence by making customary enquiries about the property. It is normal for a Valuer to make assumptions as to the most likely outcome of this due diligence process and to rely on actual information regarding such matters as provided by the client. Special, unusual, or extraordinary assumptions may be any additional assumptions relating to matters covered in the due diligence process, or may relate to other issues, such as the identity of the purchaser, the physical state of the property, the presence of environmental pollutants (e.g., ground water contamination), or the ability to redevelop the property.

Addendum B: Engagement Letter

Sean T. Finnerty
Senior Director



March 5, 2019

Mr. Thomas A. Toye, III
President
TOYE AIRPORT PARK, LLC
P.O. Box 6285
Cape Elizabeth, ME 04107

Re:

992, 1008, 1020, and 1024 Airport Boulevard (Parcel A)
Jetport Boulevard 210A-A006-001 (Parcel C)
1060 Westbrook Street (Parcel D)
Portland, ME

Dear Mr. Toye:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties to This Agreement: Cushman & Wakefield of Massachusetts, Inc. ("C&W") and TOYE AIRPORT PARK, LLC (the "Client").

Intended Users: The appraisal will be prepared for the Client and is intended only for the use specified below. The client may share the appraisal with the FAA for informational purposes only, without reliance and without liability to Cushman & Wakefield. The Client agrees that there are no other Intended Users.

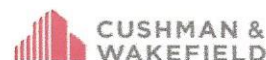
Intended Use: Internal review by the Client.

Type of Opinion and Rights Appraised: Market value of the Fee Simple Interest

Date of Value: • Date of inspection

Subject of the Assignment and Relevant Characteristics: The property to be appraised consists of four parcels of land in the Jetport. Parcels A&B are improved with a parking lot and Parcels C & D are vacant developable land.

Assignment Conditions: This appraisal may incorporate certain extraordinary assumptions and/or hypothetical conditions in order to produce certain assignment results.



II. ANTICIPATED SCOPE OF WORK

USPAP Compliance:

C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
 - Sales Comparison Approach
 - Income Capitalization Approach

III. REPORTING AND DISCLOSURE

Scope of Work Disclosure:

The actual Scope of Work will be reported within the report.

Reporting Option:

The appraisals will be communicated in two Appraisal Reports.

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee:

All invoices are due upon receipt. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Additional Expenses:

Fee quoted is inclusive of expenses related to the preparation of the report.

Retainer:

A retainer of 50% is required for this assignment in order to commence work.

Report Copies:

The final report will be delivered in electronic format. Up to two hard copies will be provided upon request.

Start Date:

The appraisal process will initiate upon receipt of signed agreement, applicable retainer, and the receipt of the property-specific data.

Acceptance Date:

This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

Final Report Delivery:

March 29, 2019, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable upon delivery of the report.

Changes to Agreement: The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

Prior Services Disclosure: USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) has not provided prior services within the designated time frame.

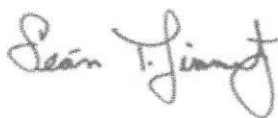
Future Marketing Disclosure: Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.

Conflicts of Interest: C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment, we reserve the right to withdraw from the assignment without penalty.

Further Conditions of Engagement: The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,
CUSHMAN & WAKEFIELD OF MASSACHUSETTS, INC.



Sean T. Finnerty
Senior Director

AGREED:
CLIENT: Toye Airport Park, LLC

By:

Name:

Title:

E-mail Address:

Phone Number:

Date: 3-5-19

THOMAS A. TOYE III

Member

TTOYE3@AOL.COM

305-450-2552

Information Needed to Complete the Assignment

We understand that you will provide the following information for our review.

- Site contact for the inspection
- All site plans
- Supplemental Standards, if applicable (applies only to government agencies, government sponsored entities, other entities that establish public policy)
- Additional Information to be considered in the appraisal

CONDITIONS OF ENGAGEMENT

- 1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.
- 2) Federal banking regulations require banks and savings and loan associations to employ appraisers where a FIRREA compliant appraisal must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions, including mortgage bankers/brokers. Because of that requirement, an appraisal, if ordered independent of a financial institution or agent, may not be accepted by a federally regulated financial institution. The appraisal prepared pursuant to this Engagement will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the Standards of Professional Practice and the Code of Ethics of the Appraisal Institute.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.
- 5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.
- 6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.
- 7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.
- 8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential damages be made.
- 10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.
- 11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.

Addendum C: Property Data

QUITCLAIM DEED WITHOUT COVENANT

28360

APEX, INC., a Maine corporation with a principal place of business in Portland, Maine, for consideration paid, hereby releases to THOMAS A. TOYE, of the Town of Cape Elizabeth, Maine, a certain parcel of land on the west side of Westbrook Street in the City of Portland, County of Cumberland and State of Maine, being more particularly described on Schedule A attached hereto and made a part hereof.

Being the same property described as PARCEL ONE in a warranty deed from BCD Airport Partners to Apex, Inc. dated April 6, 1992 and recorded in the Cumberland County Registry of Deeds in Book 9995, Page 41.

Peoples Heritage Savings Bank joins in this deed for the limited purpose of releasing this parcel only from its Mortgage and Security Agreement dated January 30, 1987 and recorded in said Registry of Deeds in Book 7616, Page 311, and a UCC-1 Financing Statement dated January 30, 1987 and recorded in said Registry of Deeds in Book 7620, Page 18.

Dated this 15th day of June, 1995.

WITNESS:

Rose A. Gilbert

APEX, INC.

By: [Signature]
Its Vice-President

PEOPLES HERITAGE SAVINGS BANK

Rose A. Gilbert

By: [Signature]
Its Vice-President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss:

June 15th, 1995

Personally appeared before me the above named Dana P. Wedge, Vice President of Apex, Inc. and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Apex, Inc.

Before me,

[Signature]
Notary Public/Attorney at Law
FLORIDA BAR # [Number]
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 16, 2001
Printed name

SEAL

MAINE REAL ESTATE TAX PAID

BK11973PG049

STATE OF MAINE
COUNTY OF CUMBERLAND, ss:

June 15th, 1995

Personally appeared before me the above named Dana P. Wedge, Vice President of Peoples Heritage Savings Bank and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of Peoples Heritage Savings Bank.

Before me,

Florinda D. Franklin

Notary Public/Attorney at Law

FLORINDA D. FRANKLIN
NOTARY PUBLIC, MAINE

Printed name

SEAL

SCHEDULE A

A certain parcel of land on the west side Westbrook Street in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Beginning on the west side of Westbrook Street at the southeast corner of land now or formerly of Norman H. Greenberg et al;

Thence along Westbrook Street S 07° 09' 35" E 269.70 feet;

Thence along Westbrook Street S 05° 38' 55" W 140.74 feet;

Thence along Westbrook Street S 18° 50' 25" W 241.83 feet;

Thence along Westbrook Street S 07° 01' 05" E 56.07 feet to the north side of a 50 foot access easement;

Thence along Westbrook Street S 07° 01' 05" E across the end of the access easement 60.22 feet to the parcel of land conveyed to Joseph F. Boulos et al by deed dated October 21, 1988 and recorded in Book 8557, Page 130, which parcel is now or formerly owned by Portland Jetport Associates;

Thence along the Portland Jetport Associates parcel on a curve to the left having a radius of 40.00 feet, an arc distance of 30.91 feet;

Thence along the Portland Jetport Associates parcel on a curve to the left having a radius of 315.00 feet, an arc distance of 190.81 feet;

Thence S 51° 55' 25" W along the Portland Jetport Associates parcel 269.00 feet;

Thence S 38° 04' 35" E along the Portland Jetport Associates 299.00 feet to land now or formerly of Thomas A. Toye, III;

Thence S 50° 10' 25" W along the Toye parcel 287.30 feet to a monument at land taken by the City of Portland;

Thence N 38° 04' 35" W along land of the City of Portland 357.77 feet to a monument;

Thence N 30° 06' 35" W along land of the City of Portland 335.07 feet to a monument at land now or formerly of Edward S. Boulos, Jr.;

Thence N 47° 04' 00" E along the land of Boulos and the land of Greenberg 1208.23 feet to Westbrook Street and the point of beginning;

Containing 12.3 acres, more or less.

SUBJECT, HOWEVER to the following easements:

1. Drainage and detention basin easement conveyed to Joseph F. Boulos et al by deed dated October 2, 1988 and recorded in Book 8557, Page 130, and described as Exhibit B in that deed, and TOGETHER WITH the right to relocate and/or terminate this easement as described in Exhibit B.

2. Access and utility easement, in common, conveyed to Joseph F. Boulos et al by deed dated October 2, 1988 and recorded in Book 8557, Page 130, and described as Exhibit C in that deed.

RECEIVED
RECORDED REGISTRY OF DEEDS

95 JUN 22 AM 11:01

CUMBERLAND COUNTY

John B. O'Brien



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

**MAINE GENERAL PERMIT (GP)
AUTHORIZATION LETTER AND SCREENING SUMMARY**

Toye Realty Holdings III, LLC
c/o Thomas Toye
P.O. Box 6285
Cape Elizabeth, ME 04107

CORPS PERMIT # NAE-2016-01301
CORPS PGP ID# Non-screen
STATE ID# L-

DESCRIPTION OF WORK:

place fill in 10,780 SF (.24 acres) of wetland in conjunction with the development of a gravel surface parking lot for an existing
valet parking service at the Portland Jetport off Jetport Boulevard Portland, Maine as shown on the attached plans entitled
Wetland Impact Plan of Toye Realty Holdings III, LLC Jetport Boulevard Portland, Maine for Thomas Toye by Sebago Technics in
1 sheet. See Attached Conditions:

LAT/LONG COORDINATES : 43.65015° N 70.31150° W USGS QUAD: ME- Portland West

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine General Permit (GP). Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 41 of the GP (page 18) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 12, 2015. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 12, 2016.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [] , ISSUED [X] , DENIED [] DATE _____

APPLICATION TYPE: PBR: _____, TIER 1: X, TIER 2: _____, TIER 3: _____, LURC: _____, DMR LEASE: _____, NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: N/A LEVEL OF REVIEW: CATEGORY 1: X CATEGORY 2: _____

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 _____, 404 X 10/404 _____, 103 _____

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

Rodney A. Howe
RODNEY A. HOWE
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

Frank J. Del Giudice 15 JAN 2016
FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

TOYE REALTY HOLDINGS III, LLC) NATURAL RESOURCES PROTECTION ACT
Portland, Cumberland County) FRESHWATER WETLAND ALTERATION
GRAVEL PARKING LOT) WATER QUALITY CERTIFICATION
L-26841-TC-A-N (after-the-fact approval)) FINDINGS OF FACT AND ORDER

Project Description: The applicant seeks after-the-fact approval for the alteration of 10,780 square feet of forested freshwater wetland. The applicant had begun construction of a parking lot at the Portland International Jetport by removing the trees and other vegetation on the parcel and stockpiling fill material. The project is shown on a plan titled "Site Layout Plan," prepared by Sebago Technics, and dated February 19, 2016. The applicant has avoided and minimized wetland impacts to the greatest extent practicable by utilizing the entire upland portion of the lot. The parking lot is the minimum size necessary to maintain the existing business. Due to the location of the wetlands and the location of an existing stormwater management structure, impacts to the wetlands are unavoidable. According to the Department's Geographic Information System, there are no mapped essential or significant wildlife habitats associated with the project site. The proposed project is located on Jetport Boulevard in the City of Portland.

Permit for:	☒ Tier 1
DEP Decision:	☒ Approved ☐ Denied (see attached letter)
CORPS Action:	☒ The Corps has been notified of your application. The following are subject to Federal screening: (1) projects with previously authorized or unauthorized work, in combination with a Tier 1 permit for a single and complete project, which total more than 15,000 square feet of altered area; (2) projects with multiple state permits and/or state exemptions which apply to a single and complete project that total more than 15,000 square feet of altered area; and (3) projects that may impact a vernal pool, as determined by the State of Maine or the Corps. If your activity is listed above, <i>Corps approval is required for your project.</i> For information regarding the status of your application contact the Corps' Maine Project Office at (207) 623-8367.

Standard Conditions:

- 1) If construction or operation of the activity is not begun within four (4) years from the date signed, this permit shall lapse and the applicant shall reapply to the Department for a new permit. This permit is transferable only with prior approval from the Department. If the activity is associated with a larger project, starting any aspect of that project constitutes start of construction.
- 2) The project shall be completed according to the plans in the application. Any change in the project plans must be reviewed and approved by the Department.
- 3) Properly installed erosion control measures shall be installed prior to beginning the project, and all disturbed soil should be stabilized immediately upon project completion.

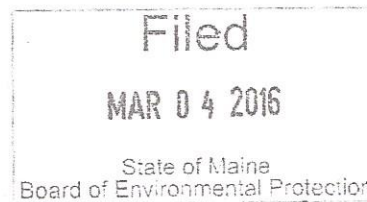
- 4) A copy of this approval will be sent to the City of Portland. Department approval of your activity does not supersede or substitute the need for any necessary local approvals.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 3RD DAY OF MARCH, 2016.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: *Paul Mercer*
For: Paul Mercer, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

DC/L26841AN/ATS#80168

QUITCLAIM DEED WITHOUT COVENANT (RELEASE DEED)
Maine Statutory Short Form

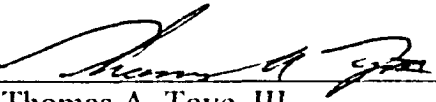
KNOW ALL PERSONS BY THESE PRESENTS THAT TOYE REALTY HOLDINGS, LLC, a Maine limited liability company with a place of business in Cape Elizabeth, County of Cumberland, State of Maine, for consideration paid, **RELEASES** to TOYE REALTY HOLDINGS III, LLC, a Maine limited liability company with a place of business in Cape Elizabeth, County of Cumberland, State of Maine, whose mailing address is P.O. Box 266, Cape Elizabeth, Maine 04107, the land, together with any improvements thereon, located in the City of Portland, County of Cumberland and State of Maine, and being more particularly described in **Exhibit A** attached hereto and made a part hereof

IN WITNESS WHEREOF, the said TOYE REALTY HOLDINGS, LLC has caused this instrument to be signed and sealed this 9th day of January, 2001.

WITNESS:

TOYE REALTY HOLDINGS, LLC

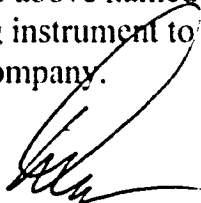
By:


Thomas A. Toye, III
Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

January 9, 2001

Then personally appeared before me the above named Thomas A. Toye, III, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said limited liability company.


Attorney at Law/Notary Public

New A. Anderson
Printed Name

**EXHIBIT A
TO
RELEASE DEED**

A certain lot or parcel of land situated on the southeasterly side of a strip of land now or formerly owned by the City of Portland, said strip running southwesterly from the westerly sideline of Westbrook Street, so called, in the City of Portland, County of Cumberland, State of Maine as shown on Standard Boundary Survey of Thomas A. Toye Property, Westbrook Street, Portland, Maine for Toye Realty Holdings LLC, dated November 27, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 22, being more particularly bounded and described as follows:

Beginning at a 5/8 inch capped iron rebar set on the northwesterly sideline of land now or formerly owned by the City of Portland by a deed dated August 30, 1967 and recorded in said Registry of Deeds in Book 3009, Page 666, said rebar being located N 50°-10'-25" E, a distance of 25.51 feet from a found 1¼ inch iron pipe found 12 inches high;

Thence N 38°-04'-35" W, by and along land now or formerly owned by the City of Portland by a deed dated February 4, 1991 and recorded in said Registry of Deeds in Book 9492, Page 231, a distance of 307.77 feet to a 5/8 inch capped iron rebar set on the southeasterly sideline of land now or formerly owned by the City of Portland by a deed recorded in said Registry of Deeds in Book 13434, Page 266;

Thence N 51°-55'-25" E, by and along said land of the City of Portland, a distance of 287.17 feet to a 5/8 inch capped iron rebar set at the northwesterly corner of land now or formerly owned by Portland Jetport Title Corp. by a deed dated June 10, 1991 and recorded in said Registry of Deeds in Book 9684, Page 257;

Thence S 38°-04'-35" E, by and along said land of Portland Jetport Title Corp., a distance of 299.0 feet to a 5/8 inch capped iron rebar set on the northwesterly sideline of land now or formerly owned by Thomas A. Toye III by a deed dated November 1, 1982 and recorded in said Registry of Deeds in Book 6290, Page 27;

Thence S 50°-10'-25" W, by and along said land of Thomas Toye and land of the City of Portland, a total distance of 287.30 feet to the point of beginning.

This property is subject to any easements of record.

Meaning and intending to describe a certain lot or parcel of land containing 87,123 square feet, or 2.00 acres, more or less, and being a portion of the same property conveyed to Toye Realty Holdings, LLC by a deed of Thomas A. Toye III dated April 29, 1999 and recorded in said Registry in Book 14717, Page 316.

S:\TV\Toyt09\Deed to Toye Realty Holdings III, LLC.DOC

RECEIVED
RECORDED REGISTRY OF DEEDS
2001 JAN 24 AM 10:15
CUMBERLAND COUNTY
John B O'Brien

Addendum D: Comparable Land Sales



Duluth Trading
55 Maine Road
South Portland ME 04106
MSAPortland
CumberlandCounty
Submarket: N/A
Property Type: Land
Property Subtype: Retail-Commercial
Classification: N/A
ID: 460183
Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	1.5800	Public Utilities:	All Available
Site Area (Sq.Ft.):	68,825	Electricity:	N/A
Zoning:	CCR	Water:	N/A
Utility:	Excellent	Sewer:	N/A
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Excellent	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	12,825
Topography:	Level	Potential Units:	N/A

SALE INFORMATION

Status:	Recorded Sale	Price per Sq.Ft.:	\$10.75
Deed Reference:	34812/104	Price per Acre:	\$468,354
Sale Date:	4/2018	Sale Price per Potential Building	\$57.70
Sale Price:	\$740,000	Price per Potential Units:	N/A
Value Interest:	Fee Simple		
Grantor:	Huszonek (Estate of M-R Starr)		
Grantee:	KTJ 307, LLC		
Financing:	Typical		
Condition of Sale:	Arm's Length		

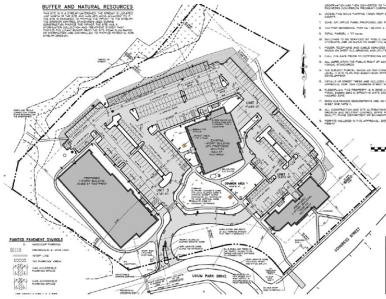
VERIFICATION COMMENTS

Broker, municipal records

COMMENTS

The site is located along Maine Mall Road, Western Avenue, and Interstate 95. The property is located across from the Portland Jetport and the Maine Mall. The buyers purchased the property vacant and obtained the approvals for the development of a Duluth Reading retail store.

1945 Congress Street
 Portland ME 04102
 Submarket: N/A
 Property Type: Land
 Property Subtype: Commercial
 Classification: N/A
 ID: 381981
 Tax Number(s): N/A



PROPERTY INFORMATION

Site Area (Acres):	2.6300	Public Utilities:	All Available
Site Area (Sq.Ft.):	114,563	Electricity:	Yes
Zoning:	O-P	Water:	Yes
Utility:	Average	Sewer:	Yes
Access:	Average	Gas:	N/A
Frontage:	N/A	Proposed Use:	Office
Visibility:	Average	Maximum FAR:	0.35
Shape:	Irregular	Potential Building Area:	40,300
Topography:	Gently Sloping	Potential Units:	N/A

SALE INFORMATION

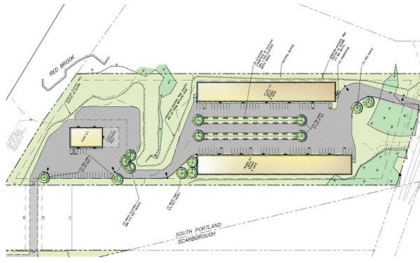
Status:	Recorded Sale	Price per Sq.Ft.:	\$10.91
Deed Reference:	18074/33958	Price per Acre:	\$475,285
Sale Date:	4/2017	Sale Price per Potential Building	\$31.02
Sale Price:	\$1,250,000	Price per Potential Units:	N/A
Value Interest:	Fee Simple		
Grantor:	Elks Lodge		
Grantee:	Diversified Partners LLC / Fancy Sauce LLC		
Financing:	Typical		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Public Records/Brokers/Reliable Third Party

COMMENTS

The Elks lodge that currently occupies 7 acres was condominiumized and two of the three units were sold for development of a 15,000 square foot medical office building and a 25,300 square foot general office. The land area shown is the total land area dedicated to the two condominium units associated with these buildings, which includes all necessary parking, site circulation and landscaping. 132 parking spaces will be located on the two condominium sites. The Elk's retained the remainder of the site and renovated their existing lodge, bringing it from 23,090 square feet to 13,500 square feet. The buyer took the site through approvals and a zoning change.



2401 Broadway
South Portland ME
Submarket: N/A
Property Type: Land
Property Subtype: Commercial
Classification: N/A
ID: 364774
Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	9.0200	Public Utilities:	All Available
Site Area (Sq.Ft.):	392,911	Electricity:	N/A
Zoning:	CG	Water:	N/A
Utility:	Good	Sewer:	N/A
Access:	Good	Gas:	N/A
Frontage:	N/A	Proposed Use:	Industrial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A

SALE INFORMATION

Status:	Recorded Sale	Price per Sq.Ft.:	\$3.25
Deed Reference:	33711/193	Price per Acre:	\$141,353
Sale Date:	12/2016	Sale Price per Potential Building	N/A
Sale Price:	\$1,275,000	Price per Potential Units:	N/A
Value Interest:	Fee Simple		
Grantor:	2401 Broadway Associates LLC		
Grantee:	Plummer Properties LLC		
Financing:	Typical		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

CoStar, municipal records

COMMENTS

This site is well located along Broadway between Interstate 295, the Maine Turnpike Approach, and Route 701. The parcel was on the market for over a decade and was ultimately purchased by Robert Plummer, founder and President of Eastern Excavation in Westbrook. Plummer plans to build three flex-space warehouses primarily for light industrial companies, with a small office component. The warehouses will be 28,500, 25,500 and 6,000 square feet with ceiling heights of 22 feet at the front and 21 feet at the rear. Currently, Plummer has a prospective tenant for the smallest warehouse. The new buildings will be custom fit to individual tenant needs. The buildings are currently under construction with the smallest building expected to be completed by the end of the summer and the others by fall.

1342 Congress Street
 Portland ME 04102-2117
 MSAPortland
 CumberlandCounty
 Submarket: N/A
 Property Type: Land
 Property Subtype: N/A
 Classification: N/A
 ID: 239358
 Tax Number(s): 191-B-16-17



PROPERTY INFORMATION

Site Area (Acres):	2.4400	Public Utilities:	All Available
Site Area (Sq.Ft.):	106,374	Electricity:	N/A
Zoning:	R-5	Water:	N/A
Utility:	Average	Sewer:	N/A
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	Special Purpose
Visibility:	Good	Maximum FAR:	0.18
Shape:	Irregular	Potential Building Area:	19,000
Topography:	Level	Potential Units:	N/A

SALE INFORMATION

Status:	Recorded Sale	Price per Sq.Ft.:	\$10.34
Deed Reference:	32526/197	Price per Acre:	\$450,820
Sale Date:	8/2015	Sale Price per Potential Building	\$57.89
Sale Price:	\$1,100,000	Price per Potential Units:	N/A
Value Interest:	Fee Simple		
Grantor:	Roman Catholic Bishop of Portland		
Grantee:	Jewish Community Alliance of So. ME		
Financing:	Typical		
Condition of Sale:	None		

VERIFICATION COMMENTS

Municipal records, CoStar, Broker

COMMENTS

At the time of sale the property was improved with a 5,000 square foot building. The buyer obtained the approvals to demolish the building and redevelop the site with a 19,000 square foot neighborhood center. The property has shared access with the Westgate Shopping Center. The new facility will also have parking for 50 vehicles. The property was originally listed for sale at \$1,590,000. The deed notes that the property cannot be used for abortion clinics, distribution of pornography, or erotic displays.



151 Jetport Boulevard
 South Portland ME
 Submarket: N/A
 Property Type: Land
 Property Subtype: Office
 Classification: N/A
 ID: 364785
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	9.3900	Public Utilities:	All Available
Site Area (Sq.Ft.):	409,028	Electricity:	N/A
Zoning:	DZ	Water:	N/A
Utility:	Good	Sewer:	N/A
Access:	Good	Gas:	N/A
Frontage:	N/A	Proposed Use:	Office
Visibility:	Average	Maximum FAR:	0.41
Shape:	Irregular	Potential Building Area:	80,000
Topography:	Level	Potential Units:	N/A

SALE INFORMATION

Status:	Recorded Sale	Price per Sq.Ft.:	\$2.08
Deed Reference:	31393/343	Price per Acre:	\$90,522
Sale Date:	3/2014	Sale Price per Potential Building	\$10.63
Sale Price:	\$850,000	Price per Potential Units:	N/A
Value Interest:	Fee Simple		
Grantor:	Brooklawn Memorial Park		
Grantee:	Jetport State Building		
Financing:	Typical		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

NECPE, municipal records, deed

COMMENTS

This site is located on the Northerly side of Jetport Boulevard adjacent to the Portland international airport and Interstate 95. Following the sale, an 80,000 square foot office building was built for Department of Health and Human Services and Department of Labor offices. The former DHHS offices were in downtown Portland.

Addendum E: Qualifications of the Appraisers



Sean Finnerty, MAI Senior Director

Valuation & Advisory
Cushman & Wakefield of Massachusetts, Inc.

Professional Expertise

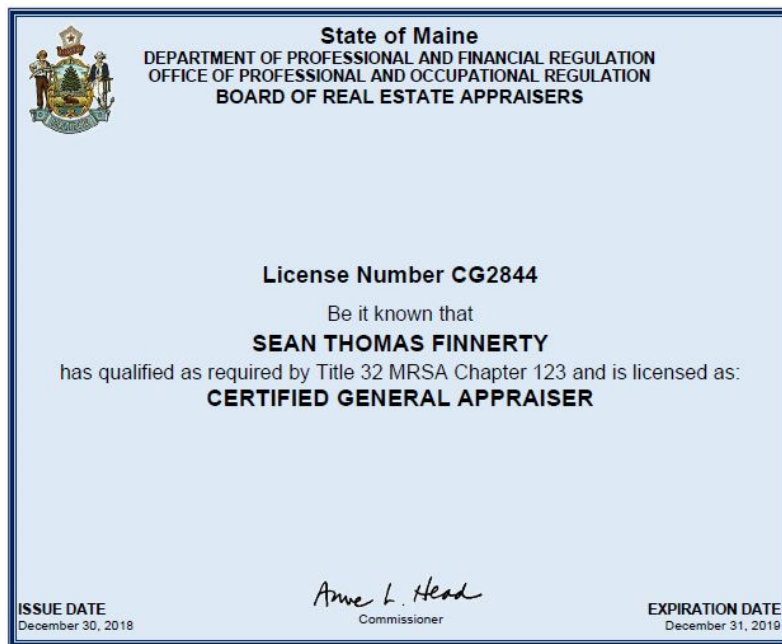
Mr. Finnerty is a Senior Director for Cushman & Wakefield's Valuation & Advisory group in the New England Area. Prior to joining Cushman & Wakefield, Mr. Finnerty was the principal of his own appraisal practice that focused on private estate assignments for portfolio management and tax filings. Since 2004, Mr. Finnerty has also worked as an appraisal consultant for New England Commercial Realty Advisors, Inc., in Westborough, Massachusetts. During this time, Mr. Finnerty has appraised a variety of commercial properties within the New England region. Prior to becoming an appraiser, Mr. Finnerty worked in commercial property management and real estate acquisitions.

Appraisal and consulting assignments have included self-storage, car dealerships, vacant land, gas stations, multi-tenanted office buildings, industrial properties, market and affordable apartment buildings, student housing, feasibility and market studies, special-use properties, and investment properties throughout the New England area.

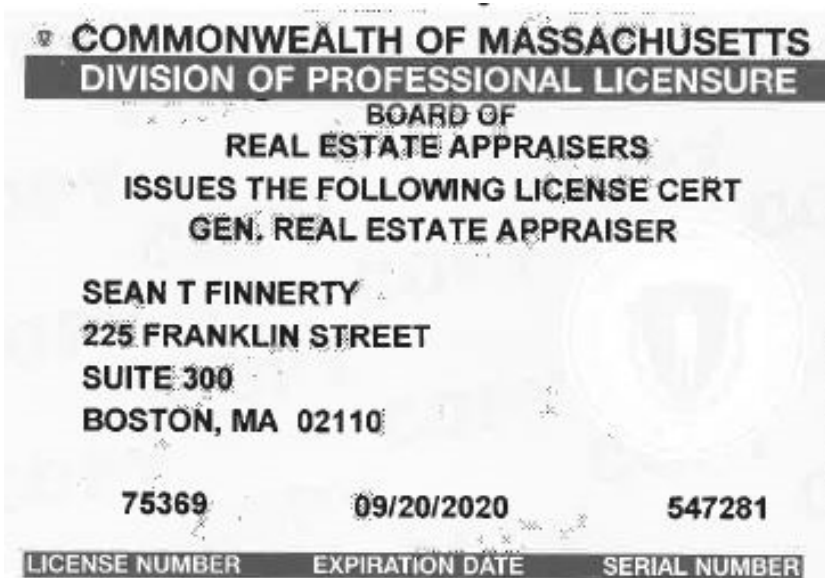
Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute (MAI #468086). As of the current date, Sean Finnerty, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Associate Member – Massachusetts Board of Real Estate Appraisers
- Member – Maine Real Estate & Development Association (MEREDA)
- Member – NH Commercial Investment Board of Realtors (NHCIBOR)
- Certified General Real Estate Appraiser in the following states:
 - Maine – CG2844
 - Massachusetts – 75369
 - New Hampshire – NHCG-771
 - Rhode Island – CGA.0020017
 - Vermont – 080.0106395
- Bachelor of Arts – History, Bridgewater State College

MAINE



MASSACHUSETTS



NEW HAMPSHIRE

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

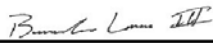
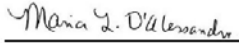
ISSUED TO: SEAN T FINNERTY



NHCG-771

EXPIRATION DATE: 09/30/2020

RHODE ISLAND

	State of Rhode Island and Providence Plantations Department of Business Regulation Real Estate Appraisers Section John O. Pastore Complex, Bldg. 69-1 1511 Pontiac Avenue Cranston, RI 02920-0942	
Certified General Appraiser		
Certification No. <u>CGA.0020017</u> This Certification Expires on: <u>06/29/2020</u>		
<i>(In accordance with Title V, Chapter 20.7 of the General Laws of Rhode Island relating to Real Estate Appraisers) Pursuant to vested authority and having received full payment of the required fee, the Department of Business Regulation has licensed/certified</i>		
Sean T. Finnerty		
<i>The person named herein may engage in the business of appraisal practice, provided he shall in all respects conform to the Provisions of Title V, Chapter 20.7 of the General Laws of Rhode Island 1987, as amended, and the rules and regulations issued under authority thereof, beginning <u>06/30/2018</u> and ending <u>06/29/2020</u> unless this license is suspended revoked or voluntarily returned to the Department during this period.</i>		
 Chairperson, Real Estate Appraisers Board	 Deputy Director	

VERMONT



State of Vermont
Real Estate Appraisers
Certified General Real Estate Appraiser

Sean T. Finnerty
225 Franklin St Ste 300
Boston , Massachusetts 02110-2812

Credential #:080.0106395
Status:Active
Effective:Jun 01,2018
Expires:May 31, 2020

James C. Condo
Secretary of State

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Robert N. Skinner, MAI, MRICS Executive Managing Director

Valuation & Advisory
Cushman & Wakefield of Massachusetts, Inc.

Professional Expertise

Mr. Skinner is an Executive Managing Director of Cushman & Wakefield's Valuation & Advisory (V&A) group and the Area Lead for both the New England (MA, RI, ME, VT, & NH) and Mid-Atlantic (PA, MD, DE, VA & DC) regions. In this capacity, he manages Cushman & Wakefield's V&A activities and serves as the single point of contact for several major clients. Prior to joining Cushman & Wakefield in 2001, Mr. Skinner worked in investment sales, where he spent five years with New England's top producing investment sales team analyzing, underwriting and marketing the region's top assets.

Mr. Skinner has specialized in multifamily properties including garden, mid-rise and high-rise apartment, and condominium assets, as well as CBD office and life science product and proposed mixed-use developments. To date, Mr. Skinner has analyzed and valued over \$25 billion in for-rent and for-sale housing, totaling 75,000 units, and \$14 billion in office product, totaling 60 million square feet. As a member of C&W' Dispute Analysis & Litigation Practice, he continues to provide litigation, arbitration and expert witness services.

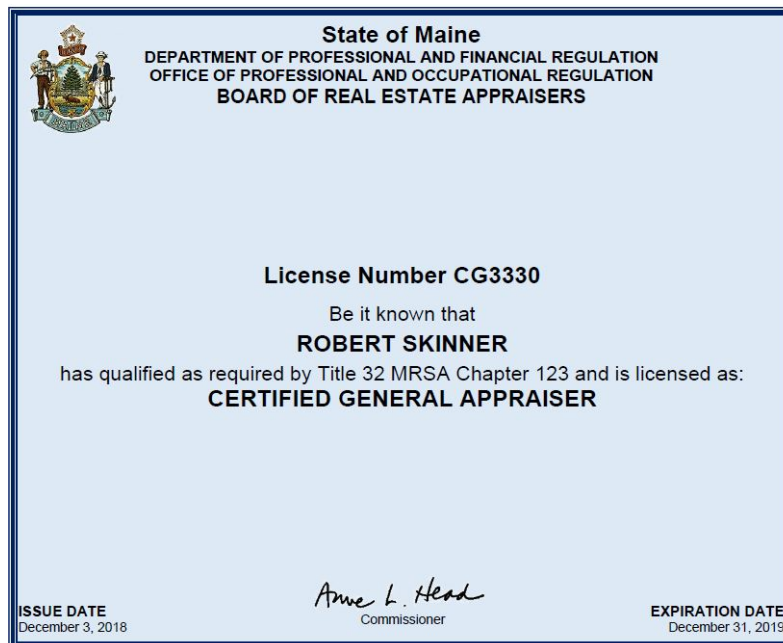
Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute (MAI #451313). As of the current date, Robert Skinner, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Member, Royal Institution of Chartered Surveyors No. 5604056
- Member, Rental Housing Association
- Member, Real Estate Finance Association
- Certified General Real Estate Appraiser in the following states:
 - Connecticut – RCG.0001388
 - Maine – CG3330
 - Massachusetts – 75057
 - New Hampshire – NHCG-720
 - Rhode Island – CGA.0A01325
 - Vermont – 080.0105759
- Master of Business Administration in Real Estate Finance and Entrepreneurship, Boston University
- Bachelor of Science in Landscape Design and Horticulture, University of Connecticut

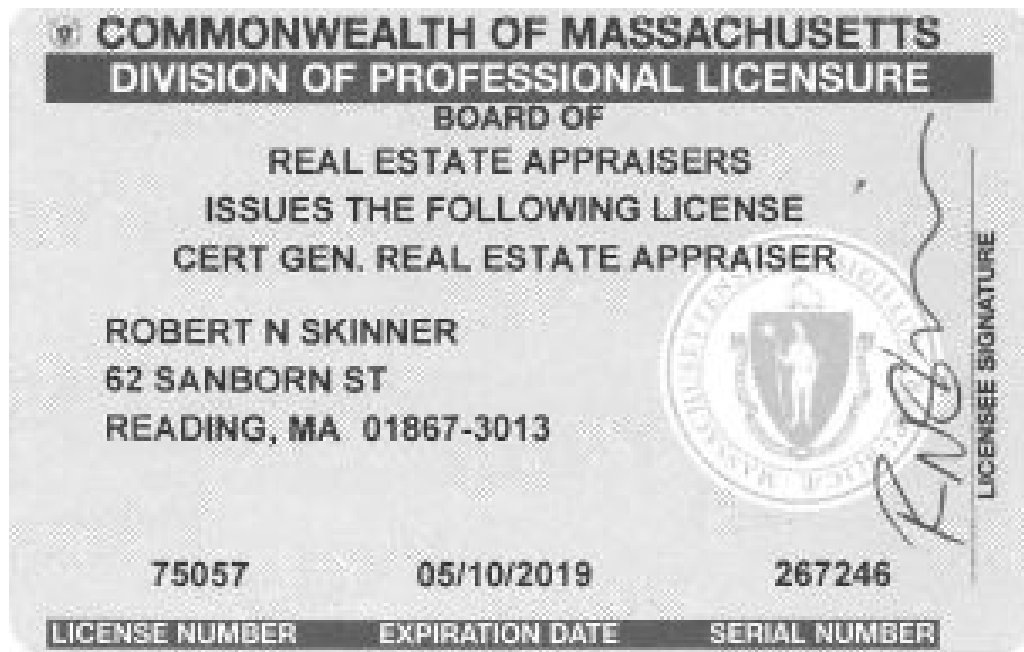
CONNECTICUT



MAINE



MASSACHUSETTS



NEW HAMPSHIRE

State of New Hampshire

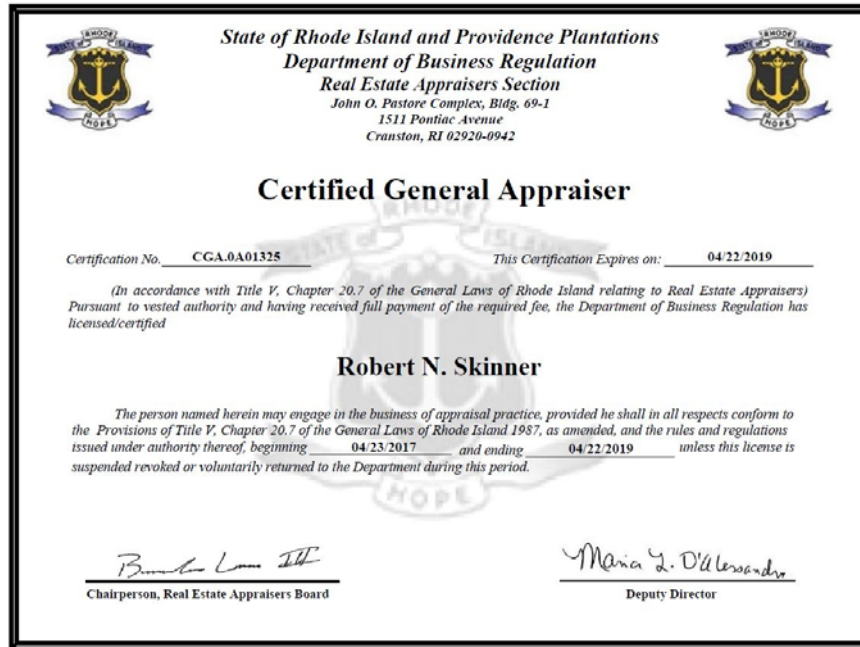
REAL ESTATE APPRAISER BOARD
APPROVED TO PRACTICE AS AN
CERTIFIED GENERAL APPRAISER
ISSUED TO: ROBERT N SKINNER



NHCG-720

EXPIRATION DATE: 05/31/2020

RHODE ISLAND



VERMONT



MEMORANDUM
City Council Agenda Item

FROM: Jon Jennings, City Manager

DATE: October 6, 2021

SUBJECT: Order 82-21/22 Approving the Homeless Services Center Ground and Building Master Leases at 654 Riverside Street - Sponsored by the Housing & Economic Development Committee, Mayor Kate Snyder, Chair, and the Finance Committee, Councilor Nicholas Mavodones, Chair

SPONSOR: Housing and Economic Development Committee, meeting held on October 5, 2021, and the vote was 4-0 to forward this to the City Council for approval, and Finance Committee, meeting held on October 7, 2021, and the vote was 3-0 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 10/18/2021

Final Action 11/1/2021

Can action be taken at a later date: No In order to keep the project moving forward, it is being requested that action be taken at the November 1, 2021, City Council meeting.

PRESENTATION: Jon Jennings/5 Minutes

I. SUMMARY

Ground and Building Master Leases will support construction of the Planning Board approved approximately 51,690 square foot 200-bed City of Portland Homeless Services Center located at 654 Riverside Street.

II. AGENDA DESCRIPTION

On October 5, 2021, the Housing & Economic Development Committee (HEDC) voted 4-0 to recommend to the City Council approval of these leases in substantially the form presented to them. Also, on October 7, 2021, the Finance Committee voted 3-0 to recommend to the City Council approval.

For the Homeless Services Center (HSC), a 51,690-square-foot, 200-bed facility, the cost would be capped at \$25 million for the facility construction. The \$5 million cost increase from the developer's original \$20 million proposal is due to changes required to address Planning Board approval conditions; the pandemic's impact on material costs; energy efficiency requirements associated with the Green New Deal; and site improvement expenses.

The annual rent would be fixed at \$2.701 million for 10 years, after which it would decrease by \$307,500 and include annual 2.5% escalators to \$434,489 in year 25. At the end of year 25, the City would have the option to purchase the HSC for \$1.

The \$25 million cost cap allows staff to negotiate equal or better lease terms based on additional negotiations with the developer and possible additional State of Maine and/or Cumberland County funds to support the HSC.

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

III. BACKGROUND

The Homeless Services Center (HSC) is an approximately 51,690 square foot 200-bed facility with complete wrap around services.

The City Council approved First and Second Agreements with Developers Collaborative (DC), the City selected HSC developer, for the City to cover costs to support DC finalizing the HSC design, handling a public engagement process to secure Planning Board approval, preparing construction/permit plans, and proposing a financial public-private partnership for DC to construct and own the HSC under a City lease/purchase option.

The Planning Board approved the HSC on September 14, 2021.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

City Council approval for the City Manager to executive Ground and Building Master Leases, in substantially the form as presented, to support construction of the Planning Board approved approximately 51,690 square foot 200-bed Homeless Services Center.

V. FINANCIAL IMPACT

Proposed business and financial terms for the Ground and Building Master Leases include:

Ground Lease is on City-owned property. The property will remain owned by the City for the entire Building Lease term and will be pledged at no cost to support construction of the HSC.

Building Master Lease/Purchase Option

Homeless Services Center Cost. Capped at \$25 million for the facility construction. The \$5 million cost increase based upon the original DC \$20 million Proposal are due to the finalizing the HSC facility space and site plans to address Planning Board approval conditions; the pandemic impact upon the cost of materials; energy efficiency requirements associated with the Green New Deal and site improvement expenses. The breakdown of increased project cost increases are as follows:

- ☐ Changes in Planning Board comments and conditions = \$750,000;
- ☐ Green New Deal requirements (specifically HVAC, electrical and insulation) = \$800,000;
- ☐ Design Changes to the building including increase in ceiling height for improved natural light = \$700,000;
- ☐ Escalated materials costs from March to October = \$1.05 million and
- ☐ Increased scope and overall costs of site work, plantings, hardscaping, outdoor seating, etc. = \$1.7 million.
- ☐ **TOTAL = \$5 Million**

Term. Twenty-five (25) years with two ten (10) year consecutive renewal options.

City Upfront Investment. \$5 million from City American Rescue Plan funds.

Annual Rent. Fixed at \$2.701 million for ten years followed by a drop to \$307,500 in year 11 with annual 2.5% escalators to \$434,489 in year 25.

Purchase Option at end of year 25. \$1.

Building capital, maintenance and operational cost responsibility. The City staff is comfortable with the City maintaining building capital responsibility because this will be a new building with equipment warranties. All facility operating and maintenance costs (i.e., utilities, insurance, janitorial services, building property taxes, etc.) will be handled by the City. The City will ultimately own the facility, so it makes sense for the City to maintain it.

VI. STAFF ANALYSIS AND BACKGROUND

The proposed business financial terms are reasonable when compared to the City cost of issuing debt to support the entire facility costs but additional analysis and negotiations will be necessary prior to final lease approval.

VII. RECOMMENDATION

The HEDC, at its October 5, 2021, meeting, recommended to the City Council approval of the Ground and Building Leases in substantial conformance as attached, with the HSC total cost cap of \$25 million allowing staff to negotiate equal or better lease terms based on additional negotiations with the developer and possible additional State of Maine and/or Cumberland County funds to support the HSC. The Finance Committee, at its October 7, 2021, recommended the same to the City Council.

VIII. LIST ATTACHMENTS

1. Approving the Homeless Services Center Ground and Building Master Leases at 654 Riverside Street 10.18.2021
2. Ground Lease (Homeless Services Center) 10-1-21
3. Lease Homeless Services Center City of Portland 10-13-21
4. Lease vs General Obligation Bonds Cost Analysis for FC 10.7.21

Prepared by:

Jon Jennings, City Manager

Date: 10/06/2021

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 GROUND LEASE AGREEMENT AND HOMELESS
SERVICES CENTER LEASE AGREEMENT BETWEEN THE CITY AND DC
RIVERSIDE LLC AND THE CITY AT 654 RIVERSIDE STREET**

ORDERED, that the Ground Lease Agreement and the Homeless Services Center Lease Agreement between the City and DC Riverside LLC at 654 Riverside Street are 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 negotiate reductions to the payment schedule in the Homeless Services Center Lease Agreement prior to its execution without further review and approval by the City Council provided that such negotiations reduce the total lease cost to the City and do not otherwise substantially change the lease; and

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

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") made as of the ____ day of _____, 2021, by and between the **CITY OF PORTLAND**, a Maine municipal corporation with a principal place of business and mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Landlord"), and **DC RIVERSIDE LLC**, a Maine limited liability company with a mailing address c/o Developers Collaborative, 631 Stevens Avenue, Suite 203, Portland, Maine 04103 (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of real property located at 654 Riverside Street, Portland, Maine, said real property being a portion of the premises described in a Quitclaim Deed with Covenant from Downtown Portland Corporation to the City of Portland, dated May 18, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27825, Page 68, depicted as "Proposed Lot 4-2" on a plan titled "2nd Amended Riverside Subdivision, Riverside Street, Portland" prepared by Sebago Technics dated January 23, 2018, revised through January 23, 2018, approved by the City of Portland Planning Board on January 23, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 199, generally depicted on the City of Portland Tax Map 323, Block A, Lot 3-5, and Tax Map 322, Block A, Lot 10, and being more particularly described in Exhibit A, attached hereto (the "Property"). The exact configuration of the Property is subject to a site plan amendment approval (resulting in a Third Amended Subdivision Plan, for which the Landlord shall be responsible). The parties agree to mutually cooperate to create, modify and revise the legal description of the Property described on Exhibit A to accommodate the Third Amended Subdivision Plan, and to attach a substitute or supplementary exhibit to the Lease to reflect the revised description.; and

WHEREAS, Landlord desires to lease said Property, and appurtenant rights as more particularly described herein, to Tenant, and Tenant desires to lease such Property and appurtenant rights from Landlord, to construct an approximately 51,690 square foot homeless services center (the "Building"), which is generally depicted on the site plan attached hereto as Exhibit B; and

WHEREAS, contemporaneously herewith, Landlord and Tenant intend to enter into a master lease agreement (the "Master Lease"), whereby Landlord as the Master Lease Tenant, will lease the Building from Tenant, as Master Lease Landlord, for the operation of the City of Portland "Homeless Services Center."

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

SECTION 1. Leased Premises; Title: Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, takes and hires from Landlord, for the term and upon and subject to the terms, conditions, covenants and provisions set forth in this Lease, the Property, free and clear of all liens and encumbrances (other than those matters set forth herein or in any schedules or exhibits attached hereto, none of which shall interfere with the use and enjoyment of the Leased Premises or unreasonably interfere with the construction, use and operation of the

Building), together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, including any easements granted subsequent to the date hereof (the "Leased Premises"). Exhibit B shall be updated periodically by way of a substitute exhibit to this Lease as necessary to accurately reflect the approved site plan, as they may be modified by the mutual consent of Landlord and Tenant, to assure the Leased Premises meet all State and municipal code regulations and conditions of approval, and to memorialize appurtenant easements and rights to the Leased Premises granted pursuant to Section 19 or otherwise. Tenant may, but shall have no obligation to, obtain a leasehold commitment of title insurance covering the Leased Premises from a title company acceptable to Tenant. Landlord agrees that it will not take any action after the effective date of this Lease which shall adversely affect the status of Tenant's leasehold interest in the Leased Premises.

SECTION 2. Term:

(a) This Lease shall be effective on the date of the signature of the last party to execute this Lease. Notwithstanding the effective date of this Lease, the term of this Lease shall Commence on the Commencement Date, as hereinafter defined and shall continue thereafter for a period of fifty (50) years (the "Term" or "term"), unless sooner terminated in accordance with the terms and conditions hereof.

The "Commencement Date," as used herein, shall mean the Commencement Date of the Master Lease. Landlord and Tenant shall confirm the Commencement Date and Term expiration date by mutually executing a term commencement date confirmation agreement in form mutually satisfactory to the parties promptly after the date the Commencement Date is determined.

SECTION 3. Rent: Base Rent for the entirety of the Term shall be \$1.00, due and payable by Tenant to Landlord upon execution of this Lease, receipt of which is hereby acknowledged.

SECTION 4. Permitted Use: The Tenant shall use the Leased Premises for the construction, development, maintenance, repair, replacement, management and operation of an approximately 51,690 square foot building to be operated as a homeless service center, and any other approved improvements created or designed to serve such purpose, including utilities and any other reasonably related improvements in connection with such use, and any other lawful uses permitted by applicable zoning (the "Permitted Use").

SECTION 5. Parking: There are no parking rights provided as part of this Lease, but the foregoing shall not prevent Tenant from constructing and using parking spaces on the Leased Premises.

SECTION 6. Taxes and Utilities:

(a) Tenant shall pay all real estate taxes, personal property taxes, and utility and maintenance expenses for the Leased Premises. It is intended that this is a net, net, net lease.

(b) Tenant, during the term of this Lease, as additional rent, shall pay and discharge punctually as and when the same shall become due and payable, all taxes (including without limitation all real estate taxes, for the Building and personal property taxes, if any), special and

general assessments, water fees, sewer fees, Stormwater fees, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, except as otherwise provided in this Section (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or with respect to, the Leased Premises or any part thereof, and any buildings, appurtenances, or equipment thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined); and, if not otherwise billed directly to Tenant by the providers, all sewer rents and charges for water, steam, gas, heat, hot water, electricity, light and power, and other service or services furnished to the Leased Premises during the term of this Lease (hereinafter referred to as "Utility Expenses"). Landlord agrees to promptly deliver to Tenant any tax or utility bills relating to the Leased Premises that are delivered to Landlord.

(c) Landlord and Tenant shall use their best efforts to have all Utility Expenses for services provided to the Leased Premises metered and charged directly to Tenant. In the event any of the Utility Expenses are charged to Landlord, Landlord shall have the right to pay such Utility Expenses directly to the service provider and collect such Utility Expenses for use of the Leased Premises from Tenant as additional rent, based on reasonable prorations of the entire charge.

(d) All such Taxes, which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the term of this Lease commences or terminates, shall be equitably apportioned pro rata between Landlord and Tenant in accordance with the respective portions of such year during which such term shall be in effect.

(e) In the event Tenant fails to pay Taxes on the Leased Premises within seven (7) days after receipt of written notice from Landlord, then Landlord shall have the right to pay such Taxes owed and collect such amounts from Tenant.

SECTION 7. Construction of Buildings and Improvements:

(a) Tenant, at its own cost and expense shall construct, develop, and locate the Building and other improvements on the Leased Premises in accordance with the Master Lease. Tenant shall, at its expense, cause the Leased Premises to be developed, improved and maintained, in accordance with plans approved by Tenant and Landlord and all pertinent governmental authorities as provided in the Master Lease.

(b) Throughout the duration of this Lease, Tenant agrees that all installations of or in any buildings, structures, and improvements that may be erected on the Leased Premises by Tenant, including, but not limited to, all plumbing, electrical, heating, air conditioning, safety equipment, and ventilation equipment and systems, and all other equipment, will be installed, operated, and maintained in accordance with the law and with the regulations and requirements of any and all governmental authorities, agencies, or departments having jurisdiction thereof, without cost or expense to Landlord.

(c) If, at any time during the term of this Lease, any liens or claims of mechanics, laborers, or material suppliers shall be filed against the Leased Premises or fixtures of Tenant, or any part or parts thereof, for any work, labor, or materials furnished, alleged to have been furnished or to be furnished pursuant to an agreement by Tenant or any person holding thereunder, Tenant, within sixty (60) days after the date of the filing or recording of any such lien, or the filing or recording of any notice of intention to file a lien or claim of lien at Tenant's own cost and expense, shall cause the same to be discharged by payment, bond, or otherwise, or at the option of Tenant, Tenant shall deposit, in trust, with Landlord or a bank or financial institution duly licensed to do business in the State of Maine or other mutually agreed upon escrow agent, a sum of money equal to the amount of such recorded lien, plus twenty-five percent (25%) thereof, to be applied either (a) to such portion of the amount, if any, as may be determined to be due and owing to the lien or in a final judgment of a court of competent jurisdiction, when and if such final judgment is no longer subject to appeal, or (b) to the payment of the lien or of all or a portion of said sum when and if written notice shall be sent by Tenant expressly authorizing such payment. Tenant shall also promptly reimburse Landlord for all of its expenses, losses and costs, including reasonable attorney fees, attributable to any such lien claims.

(d) Notwithstanding the foregoing, Tenant shall have the right to contest or review any such claim or lien by appropriate legal proceedings and in the event of any such contest or review, Tenant shall prosecute the contest with reasonable diligence, at Tenant's sole expense, and Tenant shall at all times effectually stay or prevent any official or judicial sale of the Leased Premises and Tenant shall pay or otherwise satisfy any final judgment (unless Tenant shall appeal the same, in which event the judgment entered on last appeal shall be the determining factor) which may be entered against it and thereafter promptly procure record satisfaction of the lien. Notwithstanding the foregoing, Tenant shall promptly pay all such liens and claims if at any time the Leased Premises or any part thereof shall then be subject to imminent forfeiture without any right of redemption.

(e) Subject to the terms of clause (f) of this Section 7 and Section 23, title to any building or improvements situated or erected on the Leased Premises (other than common utility lines), including the Building, and the Building-related equipment and other items installed thereon and any alteration, change or addition thereto shall remain in Tenant; and Tenant shall be entitled to take and deduct all depreciation and other deductions and tax credits related thereto on Tenant's income tax returns for the Building or buildings, Building-related equipment and/or other items, improvements, expenditures, additions, changes or alterations.

(f) On the expiration or any earlier termination of this Lease (unless terminated by Tenant as a result of a default by Landlord or by mutual consent of Landlord and Tenant), Tenant shall quit and surrender to Landlord the Leased Premises, the Building and all improvements then thereon in good condition, subject to reasonable wear and tear, in accordance with the provisions of Section 23.

SECTION 8. Maintenance: Landlord shall have no obligation to maintain or repair the Leased Premises or any improvements thereon in its capacity as Landlord hereunder (but subject to the terms of the Master Lease). During the term of this Lease, and subject to the terms of the Master Lease, Tenant shall, at its expense, maintain in good repair and condition the Leased

Premises, reasonable wear and tear and casualty only excepted.

SECTION 9. Requirements of Public Authority: During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town and city governments and of all other governmental authorities affecting the Leased 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.

SECTION 10. Access to Premises: Landlord shall have the right, upon reasonable prior notice to Tenant, and subject to the terms of the Master Lease or any permitted subleases, to enter upon the Leased Premises at all reasonable times to examine the same provided such entry shall not unreasonably interfere with the use then being conducted on the Leased Premises or interfere with the rights of the tenant under the Master Lease or any subtenants within the Building. Further reserving, (a) for the benefit of the Landlord, the right of pedestrian and vehicular access to the currently existing communications tower located on the Leased Premises, and (b) for the benefit of the Landlord, and the general public (to the extent permitted by the Landlord), the right of pedestrian access to the Portland Trails network that currently (or in the future) connects to the Leased Premises; provided, that the exercise by Landlord (and the general public, if applicable) shall not unreasonably interfere with Tenant's rights hereunder.

SECTION 11. Assignment and Subletting: With the advance written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed, Tenant may assign or sublease, all or any portion of the Leased Premises and may permit any subtenant or subtenants to assign or sublease this Lease or any sublease of all or any part of the Leased Premises so long as such assignee, sublessee, mortgagee, etc., in Landlord's reasonable discretion, is capable of performing all financial obligations owing to Landlord under the Lease; provided, however, Tenant, without such consent, may assign this Lease in its entirety or sublease a portion of this Lease to any affiliate, subsidiary or entity that is under common control with Tenant. Upon any assignment of this Lease, Tenant shall remain obligated under this Lease unless Landlord agrees otherwise in writing and receives a written agreement whereby the assignee agrees to assume such obligations and liabilities as a direct obligation to Landlord. Notwithstanding the foregoing, Tenant or its permitted assignees or subtenants may pledge, mortgage or otherwise provide or encumber the leasehold and Lease and/or Building and improvements to any Leasehold Mortgagees or lenders without the consent of Landlord.

SECTION 12. Landlord's Services: Except as otherwise provided herein, Landlord shall not be obligated to provide any services to Tenant.

SECTION 13. Signage: Tenant may, without cost or expense to Landlord, at any time and from time to time, place or permit to be placed signs, outdoor lighting devices and advertising matter outside of the Building constructed on the Leased Premises, and remove them or permit them to be removed, provided (i) the signs, lighting devices or advertising matter are in full compliance with all applicable laws, ordinances, and regulations pertaining thereto, including any conditions of approval as may be imposed by the City of Portland, and (ii) Tenant receives the prior approval of Landlord as to the size, number, location, and design of such sign(s), such approval not being unreasonably withheld, conditioned or delayed. Landlord hereby agrees to

execute any applications and consents that are reasonably required by governmental authorities for the construction, establishment or placement of such signs, but no such applications or consents shall impose any liability on Landlord by virtue of the erection or maintenance of any of said signs and Tenant covenants and agrees to indemnify, save Landlord harmless and defend, from any liability for damages or injuries including property damage and reasonable attorney fees, that may be sustained by anyone by reason thereof.

Except as aforesaid, Tenant shall have no right to place any signs at any location outside of the Leased Premises without the prior written consent of Landlord, which consent may be withheld, in its sole discretion.

Tenant also shall not be restricted in its placement of signs inside of the Building, or on the windows of the Leased Premises, provided that in each instance it complies with all applicable laws, regulations, and ordinances.

SECTION 14. Indemnity:

(a) Subject to the provisions of this Lease, Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties, claims or judgments arising from injury to person or property damage sustained by anyone in and about the Leased Premises, other than injury or damage caused by Landlord's gross negligence or intentional acts, or acts or omissions of Landlord in its capacity as tenant under the Master Lease. Tenant shall, at its own cost and expense, defend (and pay attorney's fees in connection with) any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above mentioned matter, claim or claims.

(b) Subject to the provisions of this Lease, and except to the extent arising from its own gross negligent act(s), gross negligent omission(s) or intentional act(s), or acts or omissions of Landlord in its capacity as tenant under the Master Lease, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Leased Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or subtenants, arising from the use or occupancy of the Leased Premises, provided, however, Landlord shall indemnify Tenant for its gross negligent acts or gross negligent omissions or intentional acts. Notwithstanding the foregoing, the indemnity provided under this Section shall not be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law.

(c) Tenant agrees to look solely to Landlord, including Landlord's interest in the Property, for recovery of any judgment from Landlord; it being agreed that any employee or beneficiary of Landlord, are not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

SECTION 15. Insurance:

(a) Tenant shall provide at its expense, and keep in force during the term of this Lease, general liability insurance with a good and solvent insurance company or companies licensed to do business in the State of Maine, selected by Tenant, in the amount of at least Three Million Dollars (\$3,000,000) with respect to injury or death, and Five Million Dollars (\$5,000,000) with respect to damages to property, occurring in or about the Leased Premises. Such policy or policies shall name Landlord as an additional insured. Tenant agrees to deliver certificates of such insurance to Landlord. Such insurance shall name Landlord as an additional insured and contain an agreement that such policy shall be non-cancelable without at least 10 days' written notice to Landlord.

(b) During the term of this Lease, Tenant shall keep the Building and improvements erected by Tenant on the Leased Premises at any time insured, against loss or damage by fire, and those casualties covered by the customary extended coverage endorsements, in an amount equal to at least one hundred percent (100%) of the full or sound insurable value of the Building and improvements. Subject to the prior rights of any lender to Tenant with respect to such proceeds, all proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to Tenant and may be used by Tenant for the reconstruction of the damaged improvements, subject, however to the terms of the Master Lease. 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 reasonably necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as herein before provided. Tenant shall have the right to make all adjustments of loss and execute all proofs of loss in its name.

SECTION 16. Waiver of Subrogation: All policies covering real or personal property which either party obtains affecting the Leased Premises shall include a clause or endorsement denying the insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Landlord and Tenant hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage.

SECTION 17. Destruction: In case of any damage to or destruction of the Building or any other improvements on the Leased Premises, or any portion thereof caused by fire or other casualty, Tenant shall promptly give written notice thereof to Landlord, and Tenant shall, at Tenant's sole cost and expense, immediately take all necessary action to secure the Leased Premises against unauthorized entry and shall continue such actions until the completion of restoration and rebuilding of Building and/or improvements, or the earlier termination of this Lease. Tenant shall, at its sole cost and expense (subject to the terms of the Master Lease), and without regard to the coverage, amount or availability of proceeds of any insurance, restore, repair, replace, rebuild or alter the same as nearly as possible to its condition immediately prior to such damage or destruction, all in conformity with and subject to plans and drawings to be approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or

delayed. Tenant shall complete such repairs, replacement, or rebuilding within a period of time which, under all prevailing circumstances, shall be reasonable.

SECTION 18. Eminent Domain:

(a) If, after the execution of this Lease and prior to the expiration of the Term, the whole or a material part of the Leased Premises shall be taken by eminent domain by a governmental agency other than Landlord, then the term hereof shall cease as of the time when Landlord shall be divested of its title in the Leased Premises or a material portion thereof, and rent shall be apportioned as of the time of the termination. A taking of a “material part of the Leased Premises” shall mean a taking which in the reasonable opinion of Tenant is extensive enough to render the Leased Premises unsuitable for the business and operations of Tenant thereon. Upon such a taking by eminent domain and an associated termination of this Lease, the parties agree to apportion the proceeds of the eminent domain award as follows: Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages and awards accruing on account of any taking by eminent domain or by reason of any act of any public authority other than Landlord for which damages or awards are payable relating to the value of the underlying unimproved land. Tenant reserves to itself, and Landlord assigns to Tenant, all rights to damages and awards accruing on account of any taking by eminent domain or by reason of any act of any public authority other than Landlord relating to, and the Tenant reserves a right, under all circumstances, to the full amount of that portion of the proceeds of such a taking attributable to the value of the buildings, improvements to and fixtures located on the Leased Premises. Tenant and Landlord may each fully participate in any such eminent domain proceeding and each party agrees to execute such instruments of assignment as may be reasonably required in any petition for the recovery of such damages or awards and Tenant and Landlord shall diligently pursue the same. It is agreed further that Landlord does not reserve to itself, and Tenant does not assign to Landlord, in addition to any damages or awards payable by any governmental authority for the buildings, improvements made and trade fixtures installed by Tenant, or those claiming under Tenant. Tenant shall also be entitled to any damages awarded for moving expenses in any such proceeding and any award for loss of the unexpired portion of the term of this Lease. In the event any award for eminent domain does not attribute separate values to these elements of damages, the parties shall for a period of thirty (30) days following issuance of the award attempt in good faith to allocate the award proceeds as between based on the factors noted above or, if the parties cannot agree on an allocation, the matter shall be submitted to arbitration in accordance with the terms hereof.

(b) In the event of the partial taking or condemnation or purchase by a governmental agency other than Landlord which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then, subject to the provisions of any mortgage or leasehold mortgage encumbering the Leased Premises from time to time, the proceeds shall be paid to Tenant which shall, subject to and limited by the amount of such proceeds that are actually available to Tenant, commence to restore, and thereafter complete such restoration, subject to any delays resulting from any cause not within the reasonable control of Tenant, the Leased Premises to a condition reasonably comparable to their condition at the time of such condemnation, less the portion lost in the taking or purchase, and this Lease shall continue in full force and effect, and the rent payable hereunder from and after said taking or purchase shall continue proportionally abated by the percentage reduction, if any, between the leasable

area of the Leased Premises before the condemnation event and its leasable area after restoration.

(c) Landlord agrees that it shall not commence or undertake any taking or condemnation proceeding against the Leased Premises.

SECTION 19. Utilities/Easements: Landlord, if requested by Tenant, shall join in reasonable agreements affecting the Leased Premises with utility companies, and/or public authorities which provide necessary and customary utilities creating easements in favor of such companies and/or authorities as are required in order to service the Building for the Permitted Use (including but not limited to the rights to install, lay, relay, construct, maintain, repair, improve, remove, replace and use utility lines, mains, cables, conduits, pipes and poles, with all related fixtures and appurtenances). Subject to the terms of the Master Lease, Tenant shall be responsible, at its expense, for bringing all utility lines, including without limitation natural gas lines and water and sewer lines to the Leased Premises from main lines or taps or connections in lines located on or near the Property.

SECTION 20. Subordination of Lease to Fee Mortgages: Subject to the terms of Section 21, the Tenant agrees, when requested by Landlord, to subordinate this Lease and the lien thereof to the lien of any mortgage or mortgages placed on Leased Premises (exclusive of any building or improvements placed upon the Leased Premises by Tenant at its expense) and to execute such recordable instruments as may be requested for the purpose, provided the holder of the mortgage on any portion of the Leased Premises or which has or may have rights effecting Tenant's interest as tenant under this Lease enters into a written agreement in recordable form with Tenant reasonably satisfactory to Tenant and its lender providing that, if by reason of breach of any condition of the mortgage, the mortgagee will, so long as Tenant complies with all the terms of this Lease, recognize Tenant and permit Tenant to continue in possession of the Leased Premises in accordance with the provisions of this Lease, and that said possession shall not be disturbed by a sale of the land and Landlord's rights under this Lease by the mortgagee. Tenant agrees, if requested by the holder of any such mortgage, to be a party to said agreement and will agree in substance that if the mortgagee or any person claiming under the mortgagee (including a purchaser at foreclosure sale, its successors and assigns) shall succeed to the interest of Landlord in this Lease, it will recognize said mortgagee or person and its successors and assigns as its Landlord under the terms of this Lease. Tenant agrees that it will, upon the request of Landlord, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination, all in form reasonably satisfactory to Tenant, and containing the recognition provisions described in this Section. The word "mortgage" as used herein includes mortgages, deeds of trust, or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof.

SECTION 21. Leasehold Mortgages: Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at any time and from time to time, without being required to obtain Landlord's consent, to mortgage, pledge as security or otherwise encumber for security purposes the leasehold interest herein demised on such terms, conditions and maturity as Tenant shall determine, and to enter into any and all extensions, modifications, amendments, replacements(s), and refinancing(s) of any such leasehold mortgage as Tenant may desire. Any such lender, secured party or pledgee and any then holder of any leasehold mortgage, security or

pledge may be referred to in this Lease as “Leasehold Mortgagee.” Upon Tenant’s request, Landlord shall make such changes or modifications to this Lease, with the exception of those provisions of this Lease concerning the Base Rent and the length of the Term, as are reasonably requested by any Leasehold Mortgagee to facilitate the mortgaging of the leasehold estate. Landlord shall execute such instruments as may be required by each Leasehold Mortgagee in order to subordinate the rights and interest of Landlord to the lien of each mortgage; however, in no event shall Landlord be required to subordinate its fee simple title in the land to such Leasehold Mortgagee.

At the request of Tenant or any Leasehold Mortgagee, Landlord shall enter into a Landlord’s Consent and Agreement containing language substantially similar to that set forth in this Section 21, or otherwise as shall be mutually satisfactory to Landlord and such Leasehold Mortgagee.

If Tenant, or Tenant’s successors or assigns, shall mortgage said leasehold interest then, as long as any such leasehold mortgage shall remain unsatisfied of record, the following provisions shall apply, notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:

(a) There shall be no cancellation, surrender, acceptance of surrender, or material modification of this Lease or attornment of any subtenant to Landlord without the Leasehold Mortgagee’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) If any Leasehold Mortgagee shall register with Landlord its name and address in writing, Landlord, on serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on such Leasehold Mortgagee by Certified Mail, Return Receipt Requested, addressed to said holder at the address registered with Landlord.

(c) Such Leasehold Mortgagee, in the event Tenant shall be in default hereunder, shall have the right, within the applicable cure period which is of the same duration as Tenant’s commencing, however, upon the Leasehold Mortgagee’s actual receipt of a notice of default from Landlord, to remedy or cause to be remedied such default, and Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been performed by Tenant. No default by Tenant in performing work required to be performed, acts to be done, or conditions to be remedied, shall be deemed to exist, if steps, in good faith, shall have been promptly commenced by Tenant or by said Leasehold Mortgagee or by any other party, person or entity to rectify the same and prosecuted to completion with diligence and continuity within applicable cure periods as specified herein.

(d) In the event this Lease is terminated before the natural expiration of the then current Term, whether by summary dispossession proceedings, service of notice to terminate, or otherwise, due to Tenant’s default, Landlord shall, by Certified Mail, Return Receipt Requested, serve on any Leasehold Mortgagee written notice of such termination, together with a statement of any and all sums which would at that time be due under this Lease but for

such termination, and of all other defaults, if any, under this Lease then known to Landlord. Such Leasehold Mortgagee shall, upon payment of any amounts due under the Lease, thereupon have the following options, but without releasing Tenant from its obligations under the Lease:

- (i) On the written request of the Leasehold Mortgagee, within thirty (30) days after service of the aforementioned notice of termination, Landlord shall enter into a new or direct lease of the Leased Premises with the Leasehold Mortgagee, or its designee, as provided in the following subparagraph (ii).
- (ii) Such lease shall be entered into at the reasonable cost of Tenant thereunder, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term of this Lease and at the rent and additional rent and on all the agreements, terms, covenants, and conditions of this Lease. The new Tenant under Lease shall in all instances be subject to the use and assignment restrictions set forth in the Lease. On the execution of the Lease, the Tenant named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for the termination as aforesaid and shall otherwise fully remedy or agree in writing to promptly remedy any existing defaults under this Lease. The new Tenant shall pay all reasonable expenses of Landlord, including reasonable counsel fees and court costs incurred in recovering possession of the Leased Premises as well as in the preparation, execution and delivery of such documents required to allow the new tenant to sign the Lease. Nothing contained herein shall release the Tenant named in this Lease from any of its obligations under this Lease which may not have been discharged or fully performed by any Leasehold Mortgagee, or its designees.
- (iii) Notwithstanding the provisions of this Lease, if Landlord shall elect to terminate this Lease by reason of Tenant being in default of rent or other covenants of Tenant hereunder or because of:
 - (A) The filing of a petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Code, or for reorganization within the meaning of Chapter XI of the Code or any successor provision, or the filing of any petition by or against Tenant under any future Bankruptcy Code provision for the same or similar relief; and the adjudication of Tenant as a bankrupt, or the entry of an order for reorganization under said Chapter XI or any successor provision, or the entry of an order for similar relief under any future Bankruptcy Code;
 - (B) The involuntary dissolution or the involuntary commencement of any action or proceeding for the dissolution or liquidation of Tenant, or for the appointment of a permanent receiver or a permanent trustee of all or substantially all of the property of

Tenant;

- (C) The taking possession of Tenant's property by any governmental office or agency other than Landlord pursuant to statutory authority for the dissolution, rehabilitation, reorganization, or liquidation of Tenant; or
- (D) The making by Tenant of an assignment for the benefit of creditors and Tenant being duly removed from possession or proceedings being commenced in a court of competent jurisdiction to remove said Tenant from possession;

and provided that the proceedings under (A), (B) and (C) shall not be dismissed or vacated within sixty (60) days after the institution or appointment, such as the case may be, then the holder of any mortgage on the leasehold interest who shall be entitled to notice, shall have and be subrogated to any and all rights of Tenant with respect to the curing of any default (other than the defaults specified in said subdivisions (A), (B), (C) and (D)) and shall also have the right to postpone and extend the specified date for the termination of this Lease, fixed by Landlord in a notice given pursuant thereto, for a period of not more than nine (9) months, provided such Leasehold Mortgagee shall promptly cure, or be diligently engaged in curing, any then existing default of Tenant not requiring possession (other than the defaults heretofore enumerated in (A), (B), (C) and (D) of this subparagraph (d)) and shall forthwith take steps to acquire Tenant's interest in the Lease by foreclosure of the mortgage or otherwise. If, before the date specified for the termination of this Lease as extended by the such Leasehold Mortgagee, the Tenant in default under the provisions of said subdivisions (A), (B), (C) and (D) shall be duly removed from possession, or proceedings have been instituted and are pending for such removal, and if the Leasehold Mortgagee or its designee shall deliver to Landlord its agreement and obligation to perform and observe the covenants and conditions to be performed by Tenant in this Lease contained and executed in the manner required to entitle a deed to recordation, then, and in such event, any such default specified in said subdivisions (A), (B), (C) and (D) on the part of Tenant shall be waived. In the event the Lease is terminated following any default by Tenant thereunder, including without limitation, by reason of any rejection of the Lease pursuant to the Federal Bankruptcy Code or other applicable state or federal law relating to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws, or otherwise, or as a result of an incurable, non-monetary breach of the Lease, Leasehold Mortgagee shall have the right to assume the Lease covering the Leased Premises or request that Landlord enter into a new lease with such Leasehold Mortgagee or its nominee or designee (the "New Lease"). The New Lease shall contain all of the same terms set forth in this Lease and shall be of the same priority as the Lease over all mortgages or other liens, charges, or other encumbrances against the Leased Premises. Tenant shall have no right, title or interest in or to such New Lease or the leasehold estate created thereby.

(e) The Leasehold Mortgagee shall be named as an insured, as its interest may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Lease. Upon written request, duplicate originals of the policies of such insurance shall be held by the Leasehold Mortgagee. If duplicate originals of such policies are not obtainable, certified copies thereof shall be delivered to Landlord. The proceeds of such insurance in case of loss

shall be paid to, and deposited with, the Leasehold Mortgagee, and said Leasehold Mortgagee shall disburse, in the absence of a default of Tenant to such holder said proceeds for the purpose of rebuilding, restoring and repairing the Leased Premises, and all proceeds shall be deemed trust funds to be used by Tenant for this purpose of rebuilding, restoring and repairing.

(f) The Tenant shall give the Leasehold Mortgagee written notice of any condemnation proceedings by any governmental agency other than Landlord affecting the Leased Premises. The said holder shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the said holder may be made such party or intervenor. Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned by Tenant to the said Leasehold Mortgagee to the extent of the balance of any principal, interest or other payment due or which shall thereafter accrue or become due to the said holder, but in the event of a partial taking of the improvements on the Leased Premises or a partial taking of the land forming part of the Leased Premises which does not result in the cancellation or termination of this Lease, there shall be paid to Tenant, as trust funds, out of the Tenant's interest in any award or damages for such taking, an amount equivalent to the cost to restore the improvements then on the Leased Premises to a complete architectural unit, including, without limitation, access cuts and roadways. Whatever repairs shall be made shall be comparable in quality to the part of the improvements so taken.

(g) The Leasehold Mortgagee shall be given notice by Tenant of any legal proceeding by the parties hereto, and shall have the right to intervene and be made a party to such proceedings, and the parties consent to such intervention. In the event the said Leasehold Mortgagee shall not elect to intervene or become a party to such proceedings, the said Leasehold Mortgagee shall receive notice, and a copy, of any award or decision made in said proceedings from the Tenant.

(h) If the Leasehold Mortgagee shall be an institutional lender such as a bank, trust company, savings and loan association, insurance company, union pension or retirement fund, government agency, or other lending institution whose loans on real estate are regulated by law, and the said Leasehold Mortgagee shall desire to contest the validity of any tax, levy, special or general assessments, water and sewer rent, or other governmental impositions or charges agreed to be paid by Tenant, such right is hereby granted to said holder.

(i) No Leasehold Mortgagee shall be personally liable under this Lease unless and until such Leasehold Mortgagee shall become the owner of the leasehold estate or has taken possession of the same, and then only for as long as it remains such owner or possessor subject to the provisions of this Lease. On any assignment of this Lease by any owner of the leasehold estate whose interest shall have been acquired by, through, or under any Leasehold Mortgagee or shall have been derived immediately from any holder thereof, the assignor shall be relieved of any further liability which may first accrue hereunder from and after the date of such assignment, it being the intention of the parties that once the Leasehold Mortgagee shall succeed to Tenant's interest hereunder, any and all subsequent assignments, whether by such holder, any purchaser at foreclosure sale or other transferee, or any assignee of either shall effect a release of the assignor's liability for defaults first occurring thereafter.

(j) On the execution and delivery of any new or direct Lease as provided in this Section 21, all subleases which theretofore may have been assigned and transferred to Landlord shall thereupon be transferred and assigned by Landlord to the new tenant under the new or direct Lease.

(k) The execution of any such leasehold mortgage shall be deemed an assignment by Tenant to such mortgagee of Tenant's election to remain in possession of the Leased Premises pursuant to 11 U.S.C. Section 364(h)(1) in the event of a rejection of this Lease by a trustee in bankruptcy of Landlord.

(l) The rights of the Leasehold Mortgagee under this Section are subject to the agreement of such holder to cure all monetary defaults and to pay any rents hereunder during the period it is exercising its rights hereunder in accordance with terms hereof.

(m) Neither the voluntary or other surrender of the Lease by Tenant, the mutual cancellation thereof by Landlord and Tenant, the conveyance of Landlord's interest in the Leased Premises to Tenant nor the conveyance of Tenant's interest in the Leased Premises to Landlord, shall work a merger, if any Leasehold Mortgage is then outstanding. In the event that Tenant acquires the fee title or any other estate, title or interest in the Leased Premises, any Leasehold Mortgage shall attach to and cover and be in lien upon the fee title or such other estate so acquired.

SECTION 22. Master Lease Provisions.

(a) Landlord acknowledges that the Master Lease may contain provisions that make Master Lease Tenant responsible for payment of certain items and for performance of certain actions that are the responsibility of Tenant hereunder. Provided Landlord is the tenant under the Master Lease, Landlord agrees that the terms and provisions of the Master Lease as to responsibility for payment of these items and performance of those obligations shall control.

(b) Landlord and Tenant recognize that the Master Lease will have an initial term of twenty-five years. Under the Master Lease, the Master Lease Tenant has the right to extend the base term for two renewal terms of ten (10) years each.

SECTION 23. Title. Tenant agrees that upon the expiration of the Term of this Lease or sooner termination thereof, possession of the Leased Premises will be promptly delivered to Landlord and Tenant shall transfer title, through execution of appropriate documents, to the Building and all improvements on the Leased Premises to Landlord at no cost to Landlord. Upon the termination or expiration of the initial term of this Lease, all rights of Tenant hereunder to possession of the Leased Premises under this Agreement shall immediately terminate.

SECTION 24. Defaults:

(a) In the event of (i) Tenant's failure to pay amounts due hereunder within fifteen (15) days after written notice from Landlord specifying such failure; or (ii) Tenant's failure to perform any of the non-monetary covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of

same for a period of thirty (30) calendar days after receipt of notice in writing from Landlord specifying the nature of such failure, and provided Tenant shall not cure said failure as provided in paragraph (b) of this Section; or (iii) if the estate hereby created shall be taken on execution or by other process of law and such taking is not discharged within ninety (90) days, or if any assignment shall be made of the property of the Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction and such appointment is not discharged within ninety (90) days, or a petition shall be filed for the reorganization of the Tenant under any provisions of the Bankruptcy Code now or hereafter enacted, and such proceeding is not dismissed within ninety (90) days after it is begun, or if the Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Code now or hereafter enacted and propose therein a plan to settle, satisfy or extend the time for the payment of debts; then, subject to the terms of Section 21, Landlord may, at its option, give to Tenant a notice of election to terminate the term of this Lease upon a date specified in such notice, which date shall be not less than thirty (30) business days (Saturdays, Sundays, and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed. Landlord further lawfully may immediately or at any time thereafter utilize procedures authorized by Maine law, including Forcible Entry and Detainer, to repossess the Leased Premises and expel Tenant and those claiming through or under Tenant and remove their effects without prejudice to any rights or remedies which might otherwise be used for arrears of rent or previous breach of covenant, and upon such notice or entry, all rights of Tenant under this Lease shall terminate. Tenant agrees to pay to Landlord, as damages for any above-described breach, all reasonable costs of reletting the Leased Premises including real estate commissions, costs of renovating the Leased Premises to suit the new tenant, all subject to Landlord's duty to mitigate damages. Tenant also agrees to pay Landlord for all costs relating to the default, including reasonable attorney's fees and costs related thereto.

All disputes arising in connection with non-monetary defaults hereunder shall be resolved pursuant to the arbitration provisions set forth in Section 26 hereof. Tenant shall have no right to arbitrate any monetary default hereunder, and in the event of such a monetary default, Landlord shall have all rights at law and in equity to enforce the provisions of this Lease.

(b) In the event that Landlord gives notice of a non-monetary default of such a nature that it cannot be cured within such thirty (30) day period then such default shall not be deemed to continue so long as the Tenant, after receiving such notice, proceeds to commence cure of the default as soon as reasonably possible and continues to take all steps reasonably necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as the Tenant shall be so proceeding to cure the same in good faith.

(c) If Tenant shall default in the performance of any non-monetary covenant, condition or obligation on its part to be performed under this Lease, Landlord may upon prior written notice thereof do so on behalf of and at the cost and expense of the Tenant, including

reasonable attorneys' fees and related expenses without waiving any claim of breach or for damages or any right to terminate this Lease.

(d) Should it be finally determined by arbitration or by a court of competent jurisdiction that the expending of sums by the Landlord was made necessary by Tenant's failure to perform a covenant, condition, or any other obligation on Tenant's part to be performed under this Lease, in such event, such sums at the option of Landlord shall be deemed additional rent and paid as such on the next or any subsequent rent day at the option of Landlord. Interest at the then existing prime rate (highest rate published) from time to time by the Wall Street Journal or its successor, and reasonable attorney's fees, if any, shall be collectible by the prevailing party from the non-prevailing party. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 25. Environmental:

- (a) Landlord represents and warrants to Tenant that:
- a. to the best of Landlord's knowledge, no Hazardous Substance (hereinafter defined) or underground tanks, vessels, or containers are present on or under the Leased Premises or on or under any adjacent property;
 - b. to the best of Landlord's knowledge, the Leased Premises, as of the effective date of this Lease, is in compliance in all material respects with the provisions of all local, state and federal environmental, health and safety laws, codes and ordinances and all rules and regulations promulgated thereunder; and
 - c. Except as set forth in the environmental reports provided to Tenant, Landlord has received no order, notice, or other communication of alleged or potential violation or failure to comply with any applicable environmental laws from any federal, state or local authorities in relation to any acts or omissions at the Leased Premises before the effective date

(b) Tenant represents, warrants and agrees that its use, maintenance and operations of the Leased Premises and the conduct of the business thereto, shall at all times be in material compliance with all applicable federal, state, county or local laws, regulations and ordinances of any governmental authorities relating to Hazardous Materials, as hereinafter defined. Tenant, its employees, customers, residents and invitees will not cause any Hazardous Materials to be deposited, discharged, emitted, placed or disposed of at or about the Leased Premises in violation of law or regulation and the Leased Premises will remain free from Hazardous Materials except for conditions that existed prior to the effective date of this Lease, gasoline and related petroleum products and other Hazardous Materials maintained or located

thereon in compliance with law and regulation. Tenant will indemnify and hold Landlord, its successors and assigns, harmless from any and all costs, expense, losses, damages, claims, obligations and liabilities of every nature and type (“Losses”), including environmental clean-up liabilities and obligations and reasonable attorney’s fees, arising from and relating to Tenant’s unlawful or prohibited discharge or release of Hazardous Materials due to use of or actions Tenant has taken at the Leased Premises.

(c) Tenant shall, to the extent arising from breach of the foregoing warranty, (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to remediate and/or clean up and remove all Hazardous Materials from the Leased Premises existing or arising from and relating to Tenant’s unlawful or prohibited discharge or release of Hazardous Materials due to use of or actions Tenant has taken at the Leased Premises, in accordance with all applicable federal, state and local laws, regulations, rules, ordinances and policies and in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless Landlord, its employees, agents, and officers, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of the breach of the foregoing warranties.

(d) As used herein, “Hazardous Materials” shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or matter, oil or other petroleum products, underground petroleum storage tanks, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§690 1, et seq.), applicable Maine Statutes (including 38 M.R.S.A. §§561, et seq.; 39 M.R.S.A. §§1361, et seq.; 38 M.R.S.A. §§1301, et seq.; and 38 M.R.S.A. §§1317, et seq.), or any similar federal, state or local law in effect from time to time, or in the regulations adopted and publications promulgated pursuant thereto or any other substances or materials constituting a hazard, peril or threat to the health of persons, animals or plant life.

SECTION 26. Arbitration:

(a) Any non-monetary dispute arising under or relating to this Lease shall be resolved by binding arbitration, which shall be conducted in accordance with the following paragraphs except as otherwise expressly provided for in this Lease.

(b) A party initiating arbitration proceedings may do so by giving written notice to that effect to the other party. The notice shall designate a disinterested person as one of the arbitrators. The party that initiates arbitration is hereinafter referred to as the “first party.” The other party is hereinafter referred to as the “second party.” Within ten (10) days after the initiation of the arbitration proceedings, the second party shall give notice to the first party designating another disinterested person as an arbitrator. Within the next ten (10) days, the two arbitrators shall select a third disinterested person as a third arbitrator. The three arbitrators

shall judge the dispute. If the second party shall fail to appoint a second arbitrator within the ten (10) day period next following the notice initiating the arbitration, the arbitrator designated by the first party shall judge the dispute and the judgment of the first arbitrator shall be binding upon the parties.

(c) If the two arbitrators appointed by the parties shall be unable to agree upon the appointment of a third arbitrator within the ten (10) day period after the second arbitrator is designated, the two arbitrators shall give written notice of the failure to agree to each of the parties. If the parties shall fail to agree upon the selection of a third arbitrator within ten (10) days after that notice has been received, then within ten (10) days thereafter either party may apply for the appointment of a third arbitrator to any justice of the existing session of the State of Maine Superior Court.

(d) The determination of the majority of the arbitrators shall be conclusive upon the parties. The arbitrators shall be directed to interpret and apply the terms of this Lease. Judgment may be entered upon the award of the arbitrators by either party in the State of Maine Superior Court.

(e) The party not prevailing in the arbitration shall pay the costs thereof, including the legal fees of the prevailing party if so ordered by the arbitrator.

(f) Except as otherwise expressly provided herein, the Commercial Arbitration Expedited Rules of the American Arbitration Association shall control all arbitration proceedings. Such arbitration shall take place in Portland, Maine. The arbitrator(s) resolving the dispute shall be advised that time is of the essence.

(g) Notwithstanding any other provision of this Lease, Tenant shall continue making monthly rent payments to Landlord without deduction as required hereunder during the term of this Lease, including without limitation during any arbitration or dispute resolution proceedings.

SECTION 27. Waivers: Failure of a party 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 a party at any time, express or implied, of any breach of any other provision of this Lease shall constitute a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account. If any action by either party shall require the consent or approval of the other party, the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or of any other action on any subsequent occasion. Each right and remedy which either party may have under this Lease or by operation of law shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more of all of such rights and remedies may be exercised at the same time or successively.

SECTION 28. Notices: Any notice required or permitted by this Agreement shall be in

writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon written verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either party may specify in writing.

If to Landlord: City of Portland

City Hall
389 Congress Street
Portland, Maine
Attn: City Manager

and

City of Portland
City Hall
389 Congress Street
Portland, Maine
Attn: Corporation Counsel

With a copy to:

Nicholas J. Morrill, Esq.
Jensen Baird
10 Free Street
Portland, Maine 04101

If to Tenant:

DC Riverside LLC
c/o Developers Collaborative
631 Sevens Avenue, Suite 203
Portland, Maine 04103
Attn: Kevin R. Bunker

With a copy to:

Drew A. Anderson, Esq.
Murray Plumb & Murray
75 Pearl Street, Suite 300
Portland, Maine 04101

SECTION 29. Certificates: Either party shall, without charge, at any time and from time to time hereafter, within ten (10) business days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee (including a Leasehold Mortgagee), purchaser or proposed mortgagee or proposed purchaser or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; (f) as to the dates that rent and any other charges hereunder have been paid, including any advance payments and (g) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other

person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same.

SECTION 30. 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 31. Memorandum of Lease: The parties will at any time, at the request of either one, promptly execute and record in the Cumberland County Registry of Deeds, a Memorandum of Lease, setting forth a description of the Leased Premises, the term of this Lease and any other portions hereof, excepting the rental provisions, in the form attached hereto as Exhibit C.

SECTION 32. Interpretation, etc.: 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. No provisions of this Lease shall be deemed to render Landlord and Tenant partners or participants in any other type of joint enterprise. The term "Landlord" whenever used herein shall mean only the then-owner of Landlord's interest herein and upon any sale, transfer or assignment of the interest of Landlord herein, its respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord and the selling or transferring party shall be entirely free and relieved of all covenants and obligations hereunder except as hereinafter provided, without further agreement between the parties or their successors in interest and it shall be deemed and construed that at any such sale, transfer or other conveyance, that such successor, purchaser or transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. This Lease shall not be construed against any party, and no consideration shall be given or presumption made, on the basis of which party drafted this Lease, or any particular provision hereof, or supplied the form of Lease.

This Lease and all rights, duties and performance hereunder or hereof shall be governed, interpreted, and construed in accordance with the laws of the State of Maine without giving effect to its conflict of laws provisions.

SECTION 33. Broker: Landlord and Tenant each warrant, covenant and agree that neither party has utilized or consulted a broker in connection with this Lease.

SECTION 34. No Merger: Notwithstanding any provisions of this Lease to the contrary, if at any time or times during the term of this Lease, Landlord and Tenant shall be the same person, party or entity, Landlord's and Tenant's interest shall remain separate and distinct, and shall not be merged into one estate so as to cancel, terminate or extinguish this Lease by law or otherwise.

SECTION 35. Parties: 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 successors, personal representatives, administrators and assigns. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land.

SECTION 36. Holding Over: Tenant has no right to holdover following the expiration or earlier termination of this Lease. If Tenant remains in possession after expiration or termination of this Lease, its status shall be that of trespasser in possession. Landlord shall have all rights available at law or equity to dispossess Tenant, and Tenant hereby indemnifies Landlord against all losses, expenses and costs, including reasonable attorneys' fees and court costs incurred by Landlord in connection with Tenant's unauthorized holdover.

SECTION 37. Facsimile Copies: Landlord and Tenant agree that facsimile or scanned copies of all documents required to be executed hereunder will be accepted in lieu of originals.

SECTION 38. Quiet Enjoyment: Landlord warrants that it has full right and power to execute and perform the Lease and to grant the estate demised herein and that so long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Leased Premises during the term hereof, subject, however, to the terms and provisions of this Lease.

SECTION 39. Time is of the Essence: Time is of the essence with respect to the performance of each and every obligation of the parties under this Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WITNESS:

LANDLORD:

CITY OF PORTLAND

By: _____

Name:

Its:

WITNESS:

TENANT:

DC Riverside LLC

By: _____

Name:

Its:

EXHIBIT A

[Leased Premises]

A certain lot or parcel of land, with the building and improvements, if any, located thereon, situated in on the westerly side of Riverside Street, so-called, in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Proposed Lot 4-2 as depicted on a plan titled “2nd Amended Riverside Subdivision, Riverside Street, Portland” prepared by Sebago Technics dated January 23, 2018, revised through January 23, 2018, approved by the City of Portland Planning Board on January 23, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 199 (the “Subdivision Plan”).

SUBJECT TO and TOGETHER WITH the benefit of the matters, easements, and notes set forth or referred to on the Subdivision Plan.

[Site Plan]

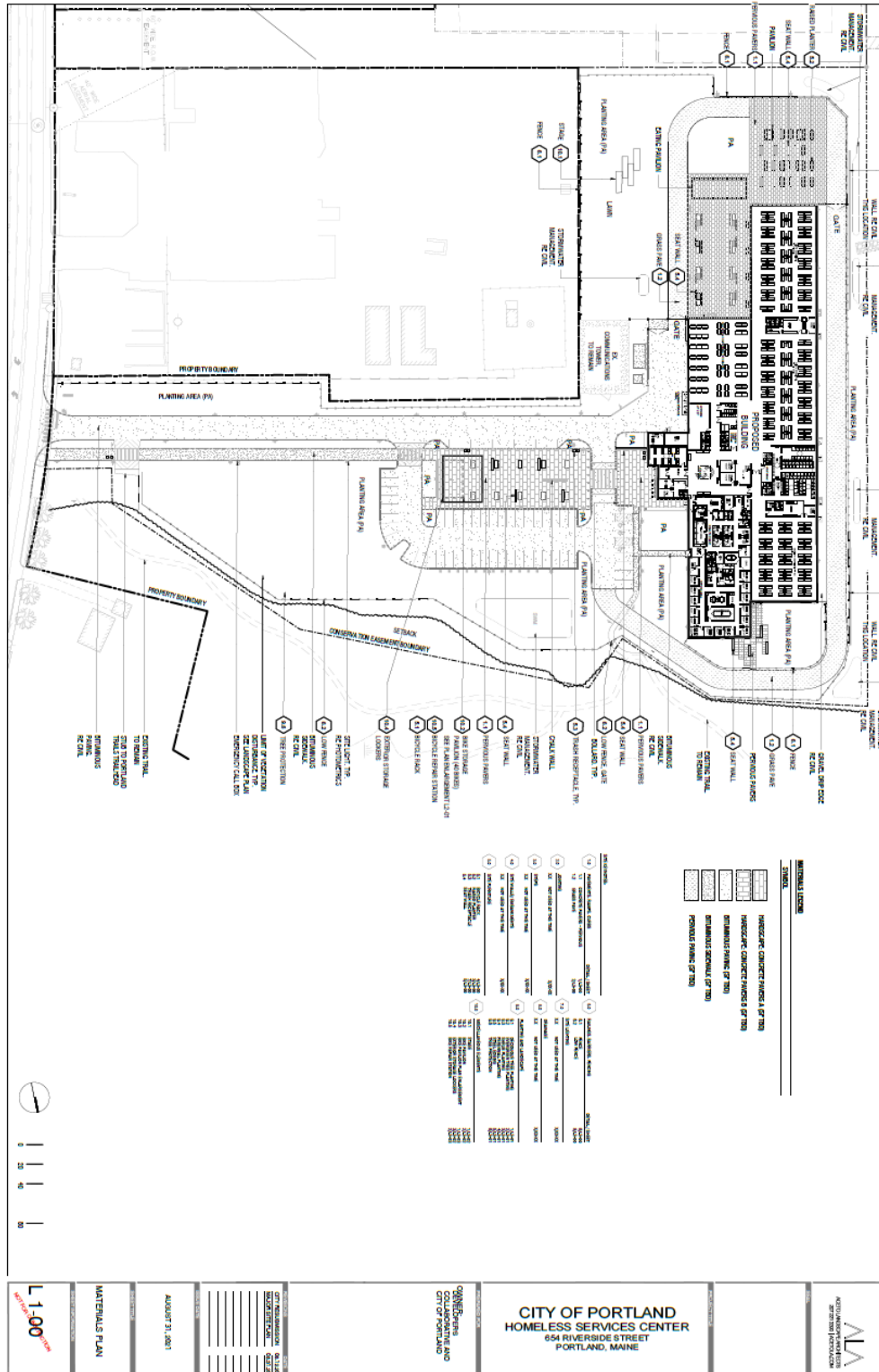


EXHIBIT C

MEMORANDUM OF LEASE

Notice is hereby given of the existence of a lease between Landlord and Tenant, as identified herein. The following information is provided in compliance with the terms of 33 M.R.S. §201, and the terms of the lease are incorporated herein by reference, whether or not specifically set forth in this Memorandum.

<u>Landlord:</u>	CITY OF PORTLAND 389 Congress Street Portland, Maine 04101
<u>Tenant:</u>	DC Riverside LLC 631 Stevens Avenue, Suite 203 Portland, Maine 04103
<u>Leased Property:</u>	A portion of the premises described in a Quitclaim Deed with Covenant from Downtown Portland Corporation to the City of Portland, dated May 18, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27825, Page 68, and being more particularly described in <u>Schedule A</u> attached hereto.
<u>Date of Lease:</u>	[Lease Date]
<u>Term of Lease:</u>	50 years, commencing [commencement date] and ending [expiration date].
<u>Renewals/Extensions:</u>	None.
<u>Options to Purchase:</u>	None.
<u>Transfer of Title:</u>	There are no provisions under the Lease restricting the transfer of title to the property, but the Lease shall remain in effect in the event of any transfer.

This Memorandum of Lease is recorded in compliance with the provisions of 33 M.R.S. §201 to provide record notice of the lease identified herein, as the same may be amended or modified. This Memorandum does not modify or alter the terms of the Lease.

[SIGNATURE PAGE TO FOLLOW]

Executed on _____, 202__.

CITY OF PORTLAND

By: _____

Name:

Its:

DC Riverside LLC

By: _____

Name:

Its:

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 202_

Then personally appeared the above named _____,
_____ 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,

Maine Attorney at Law/Notary Public

Name:

Commission Expiration:

SCHEDULE A

[Legal Description]

A certain lot or parcel of land, with the building and improvements, if any, located thereon, situated in on the westerly side of Riverside Street, so-called, in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Proposed Lot 4-2 as depicted on a plan titled “2nd Amended Riverside Subdivision, Riverside Street, Portland” prepared by Sebago Technics dated January 23, 2018, revised through January 23, 2018, approved by the City of Portland Planning Board on January 23, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 199 (the “Subdivision Plan”).

SUBJECT TO and TOGETHER WITH the benefit of the matters, easements, and notes set forth or referred to on the Subdivision Plan.

**LEASE AGREEMENT
DC RIVERSIDE LLC/CITY OF PORTLAND
HOMELESS SERVICES CENTER**

THIS LEASE AGREEMENT, dated this ____ day of _____, 2021 (the “Effective Date”), is between **DC Riverside LLC**, c/o Developers Collaborative, 631 Stevens Avenue, Suite 203, Portland, Maine 04103 (“Landlord”) and the **City of Portland**, a municipal corporation with a principal office located at 389 Congress Street, Portland, Maine 04101 (“Tenant”):

WHEREAS, Landlord holds a leasehold interest in the property known as 654 Riverside Street, Portland, Maine (the “Leased Land”) pursuant to that certain ground lease between Landlord, as tenant, and Tenant, as Landlord, dated on or about the date hereof (the “Ground Lease”), and

WHEREAS, Landlord and Tenant wish for Landlord to construct a building and improvements on the Leased Land, and for Landlord to lease the building and improvements on the Leased Land to Tenant, all as more particularly set forth herein.

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

BASIC TERMS:

Premises: The building, land, and associated improvements to be constructed by Landlord on the Leased Land known as 654 Riverside Street, Portland, Maine, and more particularly depicted as “Proposed Lot 4-2” on a plan titled “2nd Amended Riverside Subdivision, Riverside Street, Portland” recorded in the Cumberland County Registry of Deeds at Plan Book 218, Page 199, being a portion of the premises deeded to Tenant by deed recorded in said registry of deeds at Book 27825, Page 68 (the “Premises”). The Premises is generally depicted on the City of Portland Tax Map 23, Block A, Lot 3-5, and Tax Map 322, Block A, Lot 10, and is more particularly described on Schedule A attached to and made a part of this Lease. The exact configuration of the Premises is subject to site plan amendment approval (resulting in a Third Amended Subdivision Plan, for which the Tenant shall be responsible). The building to be constructed (the “Building”) shall contain approximately 51,690 square feet. The parties agree to

mutually cooperate to create, modify and revise the legal description of the Premises described on Schedule A to accommodate the Third Amended Subdivision Plan, and to attach a substitute or supplementary exhibit to the Lease to reflect the revised description.

Construction: Landlord hereby agrees to construct the Premises in accordance with Tenant's specifications, as detailed in Exhibits listed below.

Building and Address: 654 Riverside Street, Portland, Maine.

Tenant's Permitted Use: Homeless Services Center, and any legal use allowed under applicable local, state and federal laws.

Lease Term/Renewal: Twenty-five (25) years beginning on the Commencement Date (the "Initial Term"). "Lease Year" as used in this Lease shall mean the period of twelve (12) calendar months. The first Lease Year shall commence on the Commencement Date and end on the last day of the calendar month that includes the anniversary of the Commencement Date. Each subsequent Lease Year shall commence on the day following the end of the preceding Lease Year.

Provided that Tenant is not then (meaning at the time the notice described below is given) in default beyond any applicable cure period, and provided Tenant gives written notice to Landlord of Tenant's intent to renew this Lease (the "Extension Notice") at least fifteen (15) months prior to the expiration of the Initial Term, Tenant shall have the option to renew the term of this Lease for two terms of ten (10) years each (each, a "Renewal Term", and collectively, the "Renewal Terms"), commencing immediately after the end of the Initial Term or the first Renewal Term, as the case may be. The Renewal Terms shall be on the same terms and conditions as this Lease, except that there shall be no further renewals of this Lease, and except for Base Rent, which shall be adjusted as set forth below.

Commencement Date: The date of Substantial Completion of the Building Improvements (as such terms are defined in **Exhibit C** attached hereto).

Base Rent:

Commencing on the Commencement Date, Base Rent shall be the following amounts for the following periods of time:

Lease Years 1 – 10: Two Hundred Twenty-five Thousand Eighty-three and 33/100s (\$225,083.33) Dollars per month (\$2,701,000.00 annual Base Rent).

Lease Year 11: Twenty-five Thousand Six Hundred Twenty-five and no/100s (\$25,625) Dollars per month (\$307,500.00 annual Base Rent).

Lease Years 12 – 25: On the first day of Lease Year 12, and for each successive Lease Year during the remainder of the Initial Term, the annual Base Rent shall increase by two and one-half (2.5%) percent over the previous Lease Year.

Renewal Terms. If Tenant exercises its option(s) to renew, the Base Rent for each successive Lease Year during each of the Renewal Terms, as applicable, shall increase by two and one-half (2.5%) percent over the previous Lease Year

The Base Rent payable in Lease Years 1 – 10 is based upon Landlord's estimated total development cost of \$25,000,000, and assumes Tenant has contributed the Tenant Subsidy (as defined below) in the amount of \$5,000,000. If Landlord's Final Total Development Cost (as defined below) is less than \$20,000,000 for any reason, including a Tenant Subsidy in excess of \$5,000,000, then the Base Rent payable during Lease Years 1-10 shall be adjusted downward based upon Landlord's resulting reduced cost of its debt obligation, if applicable, as determined by Landlord in good faith,

For purposes of this Lease, "Landlord's Final Total Development Costs" shall mean all actual hard and soft costs and expenses incurred by the Landlord directly in connection with the acquisition, permitting, financing and development of the Premises and Building and shall include (but not be limited to) costs for design, permits and approvals, construction, legal services, surveys, title reports, management fees, deposits into required reserve accounts, impact fees, and any other expenditure related to the design, permitting, construction and placement in service of the Premises and Building. Landlord agrees that in no event shall

Landlord's Final Total Development Costs exceed \$25,000,000 (including the Tenant Subsidy).

For purposes of this Lease, "Tenant Subsidy" shall mean any State, Federal, County or City funds that Tenant causes to be contributed toward Landlord's development costs and expenses of the Premises and Building, provided such funds are contributed as permanently deferred debt, or such other mechanism, so that such funds are not considered income to Landlord, or otherwise result in any adverse tax consequences to Landlord. Tenant agrees that the Tenant Subsidy shall be at least \$5,000,000, which shall be paid to Landlord to be used exclusively by Landlord toward payment of Landlord's Final Total Development Costs, or reimbursement of the same, or otherwise contributed toward development costs of the Building, prior to the commencement of construction.

Landlord and Tenant shall confirm the Commencement Date and Initial Term expiration date, and the Base Rent payable during Lease Years 1 - 10, by mutually executing the term commencement date and base rent confirmation substantially in the form attached to and made a part hereof as **Exhibit A**, promptly after the date the Commencement Date is determined (the "Term Commencement and Base Rent Confirmation").

Security Deposit:

None

List of Exhibits:

Exhibit A Term Commencement and Base Rent Amendment

Exhibit B Premises/Site Plan, including Parking

Exhibit C Construction

Exhibit D Building Layout

Exhibit E – Plans and Specs

Exhibit F – Tenant's Work

LEASE TERMS:

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent and perform its other obligations as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant leases from

Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Except as may otherwise be expressly provided in a Construction Exhibits attached hereto, Tenant shall accept the Premises on the Commencement Date in its "AS-IS" condition, subject to all applicable laws, ordinances, regulations, covenants and restrictions, and Landlord shall have no obligation to perform or pay for any repair or other work therein. Landlord represents and warrants that, as of the Commencement Date, the Premises shall comply with all applicable Legal Requirements (as hereinafter defined), including, but not limited to, zoning ordinances and other Legal Requirements specific to Tenant's use of the Premises; provided, however, in the event of any breach of the foregoing representation and warranty, Tenant, as its sole and exclusive remedy, may require Landlord to bring the Premises in compliance with applicable Legal Requirements (including zoning ordinances and other Legal Requirements specific to Tenant's use of the Premises).

3. **Use.** (a) Subject to Tenant's compliance with all zoning ordinances and Legal Requirements, the Premises shall be used for the purpose of conducting a homeless services center and for such other lawful purposes as may be incidental thereto, and any other lawful uses permitted by applicable zoning. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, or subject the Premises to use that would damage the Premises.

(b) Tenant shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "**Legal Requirements**"). After the Commencement Date, Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's specific use or occupation of the Premises. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, or increase the insurance risk. If any increase in the cost of any insurance on the Premises is caused by Tenant's use or occupation of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord. Any entrance into or occupation of the Premises by Tenant prior to the Commencement Date shall be subject to all obligations of Tenant under this Lease.

4. **Base Rent.**

Tenant shall pay Base Rent in the amount set forth in the Basic Terms of this Lease. Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month

succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated.

All payments required to be made by Tenant to Landlord hereunder shall be payable at such address as Landlord may specify from time to time by written notice delivered in accordance herewith. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except where expressly provided in this Lease. Tenant acknowledges that late payment by Tenant to Landlord of any rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to determine. Therefore, if Tenant is delinquent in any monthly installment of Base Rent, estimated Operating Expenses or other sums due and payable hereunder for more than five (5) business days from the date when due, Tenant shall pay to Landlord on demand a late charge equal to five (5%) percent of the amount of such late payment for every month such payment remains due and outstanding. The parties agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment by Tenant. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Operating Expense Payments.** (a) During each month of the Lease Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated by Landlord from time to time, of Tenant's Proportionate Share (hereinafter defined) of Operating Expenses for the Property, to the extent not paid or provided directly by Tenant. Payments thereof for any fractional calendar month shall be prorated.

(b) The term "Operating Expenses" means certain costs and expenses incurred by Landlord with respect to the ownership, maintenance, and operation of the Property including without limitation; Taxes (as hereinafter defined); capital replacements and repairs; building systems replacement, repair and maintenance; association fees, if any; stormwater fees; landscaping and grounds maintenance, inclusive of snow and ice removal; management; water and sewer costs and charges; and utilities.

(c) If Tenant's total payments of Operating Expenses for any year are less than the actual Operating Expenses for such year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall retain such excess and credit it against Tenant's next payments. Landlord shall provide Tenant with a detailed statement of such Proportionate Share of actual Operating Expenses prior to Tenant's requirement to pay such charges. For purposes of calculating Tenant's Proportionate Share of Operating Expenses, a year shall mean a calendar year except the

first year, which shall begin on the Commencement Date, and the last year, which shall end on the expiration of this Lease.

(d) “Tenant’s Proportionate Share” shall equal One Hundred (100%) percent.

6. **Tenant Maintenance Obligations.** Tenant is responsible for the cost of maintaining utilities inside the Building, fire sprinklers and fire protection systems, exterior lighting and mechanical and building systems serving the Building, including without limitation, causing the heating, ventilation and air conditioning system serving the Premises to be inspected, serviced, repaired and maintained on a commercially regular basis by a licensed HVAC contractor, charges or assessments of any association or any restrictive covenants to which the Premises is subject; security services, janitorial, and trash collection and removal.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm water charges or other similar charges for utilities imposed by any association, governmental entity, or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant’s use of the Premises. Landlord shall cause all utilities to be charged directly to Tenant by the provider. Tenant shall pay all charges for utilities based upon consumption. No interruption or failure of utilities shall result in the abatement of Base Rent or termination of this Lease.

8. **Taxes.** Landlord shall pay all taxes, assessments and governmental charges (collectively referred to as “Taxes”) that either (a) accrue against the Premises during the Lease term if such Taxes are payable in advance, or (b) are assessed against the Premises during the Lease term if such Taxes are payable in arrears. Taxes shall be included as part of the Operating Expenses charged to Tenant pursuant to Paragraph 5 hereof during each year of the Lease term, based upon Landlord’s reasonable estimate of the amount of Taxes, and shall be subject to reconciliation and adjustment pursuant to Paragraph 5 once the actual amount of Taxes is known. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens thereof and any costs incurred in such contest may be included as part of Taxes. All capital levies or other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease and any franchise tax, any excise, transaction, sales or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Premises or any portion thereof shall be paid by Tenant to Landlord monthly in estimated installments or upon demand, at the option of Landlord, as additional rent; provided, however, in no event shall Tenant be liable for any net income taxes imposed on Landlord unless such net income taxes are in substitution for any Taxes payable hereunder. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant

shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant, and if any such taxes are levied or assessed against Landlord or Landlord's property and (a) Landlord pays them or (b) the assessed value of Landlord's property is increased thereby and Landlord pays the increased taxes, then Tenant shall pay to Landlord such taxes within ten (10) days after Landlord's request therefor.

9. **Insurance.**

Landlord Insurance.

(a) Landlord shall maintain an ISO Special Causes of Loss Form (formerly "all-risk") property insurance policy covering the Premises (at its full replacement cost), but excluding Tenant's Property (defined below). Such policy shall include insurance against (i) loss or damage by fire or other casualty, with coverage for perils at least as broad as Insurance Services Office form CP 1030 (Causes of Loss-Special Form), subject only to such exclusions as are approved by Landlord; (ii) rent loss insurance sufficient to pay all rent due under this Lease for a period of no less than twelve (12) months after a casualty; (iii) loss from so-called explosion, collapse and underground hazards; (iv) if a sprinkler is in the Premises, loss from sprinkler leakage; and (v) loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the Premises. All Landlord insurance policies shall be issued by an insurance company with a Best rating of A-:X or better and shall be licensed to do business in the state in which the Premises is located. All monies collected from the property insurance shall be applied on account of the obligation of Landlord to repair and/or rebuild the Premises pursuant to this Lease. The parties hereto agree that the policy or policies providing the property insurance which Landlord is obligated to maintain under the terms of this Section may be made payable to the holder of any mortgage on the fee interest of the Premises as its interests may appear under a standard mortgagee endorsement, provided such mortgagee(s) agrees that it will in the event of loss make the proceeds of such insurance available to Landlord during the course of reconstruction and repair upon presentation of material and labor bills for work completed and such other reasonable requirements of such mortgagee(s) so that such monies may be used by Landlord to pay for the costs of such repair and restoration work. If at any time there is no such mortgage, the insurance proceeds shall be paid to Landlord to pay for the costs of such repair and restoration work. Upon request, Landlord shall provide evidence of its insurance to Tenant.

(b) **Tenant Reimbursement.** Tenant shall reimburse Landlord, contemporaneously with the payment of the Base Rent, one-twelfth (1/12) of the premium cost incurred by Landlord for the insurance procured by Landlord as provided in Section 5.

Insurance to be Maintained by Tenant. Tenant shall purchase, at its own expense, and keep in force at all times during this Lease the policies of insurance set forth below (collectively, “**Tenant’s Policies**”). All Tenant’s Policies shall (a) be issued by an insurance company with a Best rating of A-:X or better and shall be licensed to do business in the state in which the Premises is located; and (b) endeavor to provide that said insurance shall not be canceled unless 10 days’ prior written notice shall have been given to Landlord (provided, however, if Tenant’s insurance policy does not provide for such notice, then in lieu of such notice from the insurer, Tenant hereby covenants to provide such notice). Certificates of Insurance evidencing said Tenant’s Policies shall be delivered to Landlord by Tenant prior to the Commencement Date and renewals thereof shall be delivered within 5 days after renewal of each Tenant’s Policy. The insurance provided by Tenant under this Section may be in the form of a blanket insurance policy covering other properties as well as the Premises. Tenant shall ensure that all of its vendors and contractors working or providing services to the Premises to provide similar coverages as required of Tenant under this section 9, including naming Landlord as additional insured and providing a waiver of subrogation with primary and non-contributory coverage.

General Liability and Auto Insurance. Tenant shall purchase and maintain, throughout the Term, a Tenant’s Policy(ies) of (i) commercial general or excess liability insurance, including personal injury and property damage, in the amount of not less than \$5,000,000.00 per occurrence, and \$10,000,000.00 annual general aggregate, per location; (ii) comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or on the Premises in the amount of not less than \$1,000,000, combined single limit. The Tenant’s Policies required by this section shall (a) name Landlord, and any party holding an interest to which this Lease may be subordinated as additional insureds; (b) provide coverage on an occurrence basis; and (c) be primary, not contributing with, and not in excess of, coverage that Landlord may carry with respect to the Premises.

Property and Workers’ Compensation Insurance. Tenant shall purchase and maintain, throughout the Term, a Tenant’s Policy or Policies of (i) “all-risk” property insurance covering Tenant’s Property (at its full replacement cost), and damage to other personal property resulting from any acts or operations of Tenant, and (ii) workers’ compensation insurance per the applicable state statutes covering all employees and volunteers of Tenant located at the Premises. To the extent Tenant’s worker’s compensation insurance does not cover non-employee volunteers, Tenant shall obtain insurance coverage for such volunteers similar to that provided by worker’s compensation policies.

Waiver of Subrogation. Without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to

recover against the other for damages covered by any of the insurance policies required to be maintained by either Landlord or Tenant under this Lease, including without limitation damages to personal property or damages to all or any portion of the Premises, arising by any cause whatsoever, to the extent such damages and claims are (a) insured against, or (b) required to be insured against by Landlord or Tenant under this Lease, or (c) were otherwise insurable against (whether or not actually insured). This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this section.

10. **Cost of Landlord's Maintenance, Repairs and Replacement.** This Lease is intended to be an absolute triple net lease. Accordingly, the cost of Landlord's maintenance, repair and replacement obligations, including the replacement of the Building's roof and roof membrane, and maintenance of the foundation piers and structural members of the exterior walls, replacement of HVAC, electrical, plumbing and mechanical systems, parking areas and other areas of the Building, including, but not limited to driveways, alleys, landscape and grounds surrounding the Premises, shall be paid by Tenant to Landlord pursuant to and in accordance with Paragraph 5 hereof.

11. **Tenant's Repairs.** (a) Tenant, at its sole expense, shall repair and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, doors and entryways, plumbing, water, and sewer lines up to points of common connection, security systems, ceilings, windows, interior walls, and the interior side of demising walls, and heating, ventilation and air conditioning systems, and other building and mechanical systems serving the Premises. Maintenance of the heating, ventilation and air conditioning systems and other mechanical and building systems serving the Premises shall be at Tenant's expense pursuant to maintenance service contracts entered into by Tenant or, at Landlord's written election, by Landlord (but at Tenant's expense). The scope of services and contractors under such maintenance contracts shall be subject to Landlord's prior written approval. Additionally, Landlord shall pass through any and all warranties for maintenance items in the Premises to Tenant. In the event that Landlord, in its reasonable discretion, determines that Tenant maintenance and repair obligations are not being met in a timely, professional, and workmanlike manner, Landlord may elect to perform Tenant's maintenance and repair obligations on behalf of Tenant and charge the costs as Operating Expenses

(b) In the event that any repair or maintenance obligation required to be performed by Tenant hereunder may affect the structural integrity of the Building (e.g., roof, foundation, structural members of the exterior walls), or include roof or wall penetrations, prior to commencing any such repair, Tenant shall provide Landlord with written notice of the necessary repair or maintenance and a brief summary of the structural

component or components of the Building that may be affected by such repair or maintenance. Within ten (10) business days after Landlord's receipt of Tenant's written notice, Landlord shall have the right, but not the obligation, to elect to cause such repair or maintenance to be performed by Landlord, or a contractor selected and engaged by Landlord, but at Tenant's sole cost and expense.

12. **Tenant-Made Alterations.** (a) Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations.

(b) All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval, which shall not be unreasonably withheld, delayed or conditioned. Landlord may monitor construction of the Tenant-Made Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations.

(c) Tenant shall furnish security or make other arrangements reasonably satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors.

(d) Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such items or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Prior to the expiration or termination of this Lease, Tenant, at its sole expense, shall repair any and all material damage caused by such removal and restore the Premises to its condition existing upon the later of the Commencement Date or Substantial Completion, normal wear and tear excepted.

13. **Signs.** All signage visible from outside the Premises shall conform to local rules and requirements. Tenant shall be solely responsible for all costs of signage manufacturing, installation and maintenance. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments.

14. **Parking.** Tenant shall be entitled to parking per **Exhibit B.** Tenant, at Tenant's sole cost, shall have the right to post signage or mark parking for use by Tenant's customers and guests.

15. **Restoration.** (a) If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within thirty (30) days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 180 days from the date Landlord receives all permits, approvals, and licenses required to begin reconstruction, the parties may mutually agree to terminate this Lease. If the parties do not mutually agree to terminate this Lease, or if Landlord estimates that restoration will take 180 days or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Landlord's obligation to restore is limited to the amount of insurance proceeds it receives as provided in Section 9 above.

(b) Intentionally deleted.

(c) If such damage or destruction is caused by the act(s) or omission(s) of Tenant, Tenant shall pay to Landlord with respect to any damage to the Premises and/or Property the amount of cost of restoration that exceeds the amount of insurance proceeds paid to Landlord within thirty (30) days after presentment of Landlord's invoice.

(d) Base Rent shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises; provided, however Tenant shall not be entitled to any abatement of rent in the event such damage or destruction resulted from the negligence or willful misconduct of Tenant. Such abatement, if any, shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

16. **Reserved.**

17. **Assignment and Subletting.** (a) Tenant shall have no right to assign this Lease. (b) Tenant may, with Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises (each being a "Transfer"). Notwithstanding the above, Tenant may sublet the Premises, or any part thereof, to any entity controlling, controlled by or under common control with the original Tenant named herein (a "Tenant Affiliate"), without the prior written consent of Landlord; provided, however, Tenant shall provide at least ten (10) days written notice prior to entering into any sublease with any Tenant Affiliate. Upon Landlord's receipt of Tenant's written notice of a desire to sublet the Premises, or any part thereof (other than a sublease to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed sublease. Without limiting the foregoing, Landlord may withhold its consent to any such subletting of the Premises to any party if the subletting is reasonably likely, in Landlord's discretion, to cause any amount to be received by Landlord as a result of such Transfer to fail to qualify as "rents from real property" for purposes of Section 512(b)(3) or 856(d) of the Internal Revenue Code of 1986, as amended ("IRS").

(b) Notwithstanding any Transfer, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such Transfer). In the event that the rent due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this Lease (which rental shall be calculated on a square foot basis if less than the entire Premises is subleased), then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant. In connection with any Transfer to which the provisions of this paragraph apply, Tenant shall provide written notice to Landlord prior to the effective date of any such Transfer as to whether any amount may be payable by Tenant under this paragraph and shall provide such information as Landlord may reasonably request in order for Landlord to determine whether the payment of any such amount is reasonably likely to cause Landlord to receive or accrue any amounts in respect thereof that may not qualify as "rents from real property under IRS Sections 512(b)(3) or 856(d).

(c) If the Premises is subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part

by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding subparagraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder. Any approved sublease shall be expressly subject to the terms and conditions of this Lease. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.

18. Indemnity.

Tenant Indemnification. Tenant hereby indemnifies, defends, and holds Landlord and its respective owners, members, managers, partners, directors, officers, agents and employees (collectively, “**Landlord Indemnified Parties**”) harmless from and against any and all Losses (defined below) actually suffered and to the extent arising from any occurrence in, upon or at the Premises during the Term; or resulting from or arising out of any lawsuit, executive order, referendum, or other action taken by municipal officials or bodies or citizen groups, that are intended to delay, stop or interfere with the construction of the Building and development of the project, or change, revise, amend, or terminate any term, provision or condition of this Lease, except to the extent any of the foregoing arises out of (a) the Landlord's breach of this Lease, (b) the negligence or misconduct of Landlord or its respective employees, agents, contractors, managers, members, representatives, partners, directors, or officers, or (c) any work by Landlord or any of its employees, agents, contractors, managers, members, representatives, partners, directors, or officers at the Premises or Property, or (d) any breach by Landlord of any of its warranties and representations under this Lease. The term “**Losses**” shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, actual losses of every kind and nature, reasonable sums paid in settlement of claims (which settlement is approved by Tenant), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, that are in any way related to any matter covered by the foregoing indemnity. Notwithstanding the foregoing, the indemnity provided under this Section shall not be construed as a waiver of Tenant's right to assert any and all defenses in response to claims made against Tenant, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law. The provisions of this Section shall survive the expiration or termination of this Lease.

Landlord Indemnification. Landlord shall indemnify and defend Tenant (and its affiliates, owners, shareholders, members, managers, partners, directors, officers, agents

and employees) against and hold Tenant and such other parties harmless from any and all Losses to the extent arising from (a) the Landlord's breach of this Lease, (b) the negligence or misconduct of Landlord or its respective employees, agents, contractors, managers, members, representatives, partners, directors, or officers, or (c) any work by Landlord or any of its employees, agents, contractors, managers, members, representatives, partners, directors, or officers at the Premises or Property, or (d) any breach by Landlord of any of its warranties and representations under this Lease. The provisions of this section shall survive the expiration or termination of this Lease.

Tenant Environmental Indemnity. Tenant hereby agrees to defend, indemnify and save harmless Landlord and its affiliates, subsidiaries, parent organization or their respective officers, directors, members, managers, partners, shareholders, employees and agents from all claims, costs, damages, demands, expenses, fines, judgments, corrective actions, remediation, liabilities and losses (including reasonable attorneys' fees, paralegal fees, expert witness fees, consultant fees, and other costs of defense) which arise during the Term from or in connection with (a) breach of the Tenant's representations or obligations, (b) the presence of Hazardous Materials at, on, under or migrating to or from the Premises or Property unless arising as a result of Landlord's actions during the Term, and (c) the presence of Hazardous Materials in the soil, surface water, groundwater, air, soil vapor and any building materials at or migrating to or from the Premises or Property unless arising as a result of Landlord's actions during the Term. In connection with the foregoing, Tenant shall have the sole responsibility for the investigation and remediation of all environmental conditions associated with the Premises unless arising as a result of Landlord's actions during the Term. Notwithstanding the foregoing, the indemnity provided under this Section shall not be construed as a waiver of Tenant's right to assert any and all defenses in response to claims made against Tenant, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law. The terms of this Section shall survive the expiration or termination of this Lease.

Any indemnification obligations set forth in this Lease shall be subject to the following conditions: (i) the indemnified party shall notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification is sought; (ii) the indemnified party shall have control of the defense or settlement, provided that the indemnifying party shall also participate in such defense or settlement with counsel at its selection and at its sole expense.

19. **Inspection and Access.** Upon twenty-four (24) hours prior verbal or written notice to Tenant (except in the event of an emergency, in which no notice shall be required), Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and

Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers or, in the event that Tenant has not exercised its option(s) to renew this Lease, or options to purchase rights set forth in Section 38, during the last year of the Lease Term, to prospective tenants. Landlord may erect a suitable sign on the Premises stating the Premises are available to let or that the Property is available for sale.

20. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord, but not otherwise.

21. **Surrender.** No act by Landlord shall be an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 15 and 16 excepted. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall meet with Landlord for a joint inspection of the Premises at the time of vacating. In the event of Tenant's failure to give such notice or to participate in such joint inspection, Landlord's inspection shall be deemed conclusive for purposes of determining Tenant's responsibility for repairs and restoration. No such performance by Landlord shall create any liability on the part of Landlord whatsoever. Any Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and all obligations concerning the condition and repair of the Premises. If Tenant has not fulfilled its obligations with respect to repairs and cleanup of the Premises or any other Tenant obligations as set forth in this Lease, Landlord shall have the right to perform any such obligations as it deems necessary at Tenant's sole cost and expense, and any time required by Landlord to complete such obligations shall be considered a period of holding over and the terms of Paragraph 22 shall apply.

22. **Holding Over.** If Tenant fails to vacate the Premises after the termination of the Lease Term, Tenant will be bound by the terms and provisions of this Lease except that no tenancy or interest in the Premises will result. Such holding over shall be an unlawful detainer and Tenant will be subject to immediate eviction. During such holdover period Tenant shall pay, in addition to any other rent or other sums then due Landlord, a daily base rental equal to 150% of the Base Rent in effect on the expiration or termination date,

unless Landlord consents to such holdover otherwise (which consent shall be effective only if in writing). Tenant shall also be liable for all Operating Expenses incurred during such holdover period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 22 shall not be construed as consent for Tenant to retain possession of the Premises.

23. **Events of Default**. Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Base Rent or any other payment required herein within five (5) business days of the date when due.

(b) Tenant shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "Proceeding for Relief"); (C) become the subject of any Proceeding for Relief which is not dismissed within sixty (60) days of its filing or entry; or (D) be dissolved or otherwise fail to maintain its legal existence.

(c) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(d) Intentionally deleted.

(e) Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(f) Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within sixty (60) days after any such lien or encumbrance is filed against the Premises.

(g) Tenant shall fail to execute any instrument of subordination or attornment or any estoppel certificate within the time periods set forth in Paragraphs 27 and 29 respectively following Landlord's request for the same.

(h) Tenant shall breach any of the requirements of Paragraph 30 and such failure shall continue for a period of thirty (30) days or more after notice from Landlord to Tenant without Tenant beginning remediation of the failure.

(i) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 23, and except as otherwise expressly provided herein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default.

24. **Landlord's Remedies.** (a) Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease including without limitation, Tenant's options to purchase rights set forth in Section 38, or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use all the furniture, fixtures and equipment at the Premises. In addition to the foregoing and not in lieu of any of Landlord's rights and remedies hereunder or at law or in equity, if a petition is filed by Tenant for relief under Chapter 11 of Title 11 of the United States Code, or for reorganization or arrangement under any provision of the Bankruptcy Code as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Code is filed against Tenant and is not dismissed within sixty (60) days thereafter, then in either of such cases this Lease shall at the option of Landlord terminate upon notice of termination to Tenant.

(b) If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and the amount by which all amounts due under this Lease for the remainder of the Term as if this Lease had not terminated (including both Base Rent and all forms of Operating Expenses) and any other balances due under this Lease for such period exceeds the net rent and additional rent received during such period from new leases of the Premises entered into pursuant to Landlord's "duty to mitigate" as described in Section 6010-A of Title 14, Maine Revised Statutes Annotated, as the same may be revised, replaced or amended from time to time, and to the extent the same is applicable to Landlord's recovery of damages from Tenant. In

determining the net rent from such new leases there shall be deducted from each monthly rental payment the monthly amortization amount of the reasonable costs of reletting the Premises including real estate commissions, advertising and reasonable costs of renovating the Premises to suit any new tenant or tenants, such amortization to be on a straight line basis over the term of the applicable new lease.

(c) In addition to any other remedy Landlord may have in this Lease or at law or in equity, if Tenant fails to perform its obligations hereunder within thirty (30) days after written notice thereof from Landlord to Tenant, Landlord shall have the right, but not the obligation, to perform Tenant's obligations.

(d) Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Property before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting, provided, that, Landlord has made commercially reasonable efforts to relet the Premises, and/or collect rent due in respect of such reletting.

25. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such

performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Property and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Building, and in the event of the transfer by such owner of its interest in the Building, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease or arising out of the relationship between Landlord and Tenant shall be limited solely to Landlord's interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

26. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

27. **Subordination.** (a) This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the Ground Lease, to the lien of any first mortgage, now existing or hereafter created on or against the Building or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, and to any easements (including those granting access to the City of Portland communication tower and the Portland Trails network), restrictions, covenants or other matters of record without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. The provisions of this Paragraph 27 shall be self-operative and no further instrument shall be required to effect such subordination or attornment; however, Tenant agrees to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder within ten (10) days of such request. Tenant's obligation to furnish each such instrument requested hereunder in the time period provided is a material inducement for Landlord's execution of this Lease.

(b) Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have

the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term “mortgage” whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the “holder” of a mortgage shall be deemed to include the beneficiary under a deed of trust.

(c) Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, or reputable overnight courier service, specifying the default in reasonable detail to any mortgage holder whose address has been given to Tenant, and affording such mortgage holder a reasonable opportunity to perform Landlord's obligations hereunder. Notwithstanding any such attornment or subordination of a mortgage to this Lease, the holder of any mortgage shall not be liable for any acts of any previous landlord, shall not be obligated to install any tenant improvements, and shall not be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance, unless required under the Lease.

28. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30) day period.

29. **Estoppel Certificates; Financing Documents.** Tenant agrees, from time to time, within ten (10) business days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any (i) estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord; and (ii) other document or documents any lender to Landlord may reasonably require in connection with any financing transaction Landlord enters into with respect to the Premises, provided such document(s) is in a commercially

reasonable form. Tenant's obligation to furnish each estoppel certificate or such financing document in a timely fashion is a material inducement for Landlord's execution of this Lease. Further, if Tenant fails to execute and deliver the estoppel certificate within ten (10) business days after Landlord's written request thereof, then Tenant shall be deemed to conclusively agree with the information contained in such estoppel certificate.

30. **Environmental**. For purposes of this Lease, the term "Hazardous Materials" shall mean and include any and all hazardous, special, medical, toxic or dangerous waste substance or material defined in, or regulated by, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), the Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.) and the Resource Conservation and Recovery Act (42 USC Section 6901, et. seq.) or any other federal, state or local statute, law, ordinance, code, rule, regulation, guideline, order or decree regulating, relating to or imposing liability or standards of conduct concerning the environment or any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Laws").

(a) Tenant agrees, at its sole expense, to comply with all Environmental Laws affecting the Premises to the extent such compliance is required as a result of (i) the use or occupancy of the Premises by Tenant, its employees, agents, contractors and invitees, or (ii) the acts or negligence of Tenant or Tenant's employees, agents, contractors or invitees, and Tenant shall promptly provide Landlord with any notices received from any governmental authority with respect to the same.

(b) Tenant shall not install any surface storage tanks on the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall not install any underground storage tanks on the Premises. Without the prior written consent of the Landlord Tenant shall not discharge, release, store, create, use, move onto or remove from the Premises any Hazardous Materials, except that Tenant may use small quantities of cleaning fluids and other lawful amounts of Hazardous Materials necessary for the operation of Tenant's business (including, without limitation, the operation of any UPS system) provided the same are used, stored and disposed of in strict compliance with all applicable Environmental Laws. Upon request of Landlord, Tenant shall provide Landlord with a material safety data sheet with respect to each Hazardous Material which Tenant utilizes on the Premises. If Landlord, in its sole judgment, reasonably believes, in good faith, that Tenant has caused the Premises or the surrounding environment to become contaminated with Hazardous Materials or that Tenant has violated any Environmental Laws, Landlord may, in addition to its other rights under this Lease, enter upon the Premises upon reasonable prior notice and obtain samples from the Premises, including the soil and groundwater under the Building, to determine whether and to what extent the Premises or the surrounding environment have become contaminated; Landlord agrees to take commercially reasonable measures to minimize any interference to Tenant's operations at the Premises. Such testing

shall be performed at Tenant's expense and Tenant shall pay the cost of such testing within thirty (30) days after Tenant's receipt of a reasonably detailed statement of such cost from Landlord. In the event that it is found that Tenant contaminated the Premises or the environment with Hazardous Materials, Tenant shall take all necessary steps, in consultation with Landlord, and at all times in accordance with best practices to fully remove such Hazardous Material from the Premises, any adjacent property and the environment including, but not limited to, the cost of any required or necessary repair, cleanup or detoxification and preparation of any closure or other remediation plans in connection therewith, all to the reasonable satisfaction of Landlord and in accordance with the standards for commercial office buildings and/or parks and all applicable federal, state and local laws and regulations. Tenant covenants and agrees that, with respect to any "Hazardous Materials" which Tenant, its agent or employees, may use, handle store or generate in the conduct of its business at the Premises it will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) in no event permit or cause any disposal of Hazardous Materials in, on or about the Premises or the Land and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, it shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) at all reasonable times, upon reasonable prior notice, permit Landlord or its agent or employees to enter the Leased Premises to inspect the same for compliance with the terms of this Paragraph and will further provide upon ten (10) business days' notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this Section 30; (v) upon termination of this Lease, at Tenant's expense, remove all Hazardous Materials from the Premises and, if applicable, comply with Maine and federal law as the same may be amended from time to time, including without limitation Chapter 851 of the Regulations for the Maine Department of Environmental Protection, Section 11 relating to "Closure"; and (vi) further agree to deliver the Premises to Landlord at the termination of this Lease free of all pollutants, contaminants, special wastes, underground storage tanks, asbestos, waste oil petroleum and any other hazardous, pathological, radioactive, dangerous or toxic substances, materials or wastes. The terms used in this Section 30 shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

31. **Intentionally deleted.**

32. **Security Service.** Tenant acknowledges and agrees that Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any

unauthorized entry into the Premises or any other breach of security with respect to the Premises.

33. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, government declared pandemics that prohibit Landlords obligations under this Lease, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord (“Force Majeure”).

34. **Entire Agreement; Amendment.** This Lease constitutes the complete and entire agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

35. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

36. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction.

37. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term “Tenant,” as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery and, if to Tenant, addressed to Tenant at, 389 Congress Street, Portland, Maine 04101, and Attn:

City Manager, 389 Congress Street, Portland, Maine 04101, Attn: Corporation, Counsel, with a copy to Nicholas J. Morrill, Esq., Jensen Baird, P.O. Box 4510, Portland, Maine 04112-4510, and if to Landlord, addressed to Landlord at 631 Stevens Avenue, Suite 203, Portland, Maine 04103. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon the earlier of delivery or refusal.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) This Lease shall not be filed by or on behalf of Tenant in any public record. Upon the request of either party, the parties will execute a memorandum of lease in recordable form.

(f) Each party acknowledges that it has had the opportunity to consult counsel with respect to this Lease, and therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(g) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(h) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(i) Any amount not paid by Tenant within five (5) business days after its due date in accordance with the terms of this Lease shall, in addition to other charges or fees provided in this Lease, bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or fifteen percent (15%) per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document,

so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(j) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Property is located, excluding any principles of conflicts of laws.

(k) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(l) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda (other than the rules and regulations) and the terms of this Lease, such exhibits or addenda shall control. In the event of a conflict between the rules and regulations attached hereto and the terms of this Lease, the terms of this Lease shall control.

(m) If either party should prevail in any litigation instituted by or against the other related to this Lease, the prevailing party, as determined by the court, shall receive from the non-prevailing party all costs and reasonable attorneys' fees (payable at standard hourly rates) incurred in such litigation, including costs on appeal, as determined by the court.

(n) If this Lease requires any act to be done or action to be taken (other than the payment of Rent) on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day. As used herein, a "Business Day" is a day other than a Saturday, Sunday or day on which banking institutions in the city in which the Property is located are authorized or required by law or executive order to be closed.

(o) In any legal proceeding that is brought by Landlord to enforce this Lease, Landlord shall have the right to file suit in, or, if such suit has been filed or proceeding has been instituted by any person or entity other than Landlord, to transfer such suit or proceeding to any court of competent jurisdiction in the State in which the Premises is located. Tenant hereby irrevocably accepts and consents to jurisdiction of any such court, and each irrevocably, knowingly, and voluntarily waives its right to object to jurisdiction of any such court, and irrevocably agrees to be bound by any final, non-appealable judgment rendered by any such court in connection herewith. Tenant hereby agrees that venue shall be proper in the state in which the Property is located, and each irrevocably waives its right to challenge the propriety of appropriateness, or to assert the inconvenience, of venue in such state.

38. **Options to Purchase Premises.** Provided that this Lease has not been terminated as a result of a default by Tenant under the terms of this Lease, Tenant shall

have the option to purchase the Premises during the term of this Lease, as it may be extended, as follows:

(a) Tenant shall have the option to purchase the Premises for the One Dollar (\$1.00), and other good and valuable consideration, including the assumption of any deferred debt from the Tenant Subsidy (the "Option Price") at the end of the Initial Term (provided Tenant has not exercised its right to renew this Lease), by providing at least eighteen (18) months prior written notice to Landlord of its intent to exercise the option to Landlord

(b) If the option to purchase rights set forth in (a) above are not exercised, and provided Tenant has exercised its right to renew this Lease for a Renewal Term or Renewal Terms, Tenant shall have the right to purchase the Premises for the Option Price at the end of the thirtieth (30th) Lease Year, the thirty-fifth (35th) Lease Year, the fortieth (40th) Lease Year, and the forty-fifth (45th) Lease Year, by providing at least eighteen (18) months prior written notice to Landlord.

(c) Time is of the essence with respect to such options to purchase and the giving of the option notices, such that the closing on the option to purchase must occur no later than the last day of the Initial Term with respect to the option set forth in (a) above, and no later than the end of the thirtieth (30th) Lease Year, the thirty-fifth (35th) Lease Year, the fortieth (40th) Lease Year, or the forty-fifty (45th) Lease Year , as applicable, with respect to the options set forth in (b) above.

(d) Upon Tenant's exercise of the option granted in this Section, the following provisions shall apply:

(i) Title. Landlord shall convey its leasehold interest (tenant's interest) in the Premises, and fee interest in the Building, to Tenant at the closing subject to covenants, easements, agreements, restrictions and like matters of record that do not adversely affect the use and enjoyment of its leasehold interest in the Premises and for which affirmative leasehold title insurance coverage can be obtained at no additional premium. In the event that Landlord is unable to convey title as aforesaid, Landlord shall, within a reasonable period of time, not to exceed thirty (30) days, after receipt of notice of any such defects from Tenant, use its best efforts to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, Tenant shall have the option to either terminate this Agreement or to close notwithstanding such defects as may exist. A portion of the Option Price may be applied to remove any title defects or encumbrances that may be removed by the payment of money.

(ii) Closing. The closing shall take place at the offices of Landlord's counsel, or at such other time and place as Landlord and Tenant shall mutually agree upon in writing. At the closing, Landlord shall execute and deliver to

Tenant, against payment of the Option Price, a Warranty Bill of Sale and other documents and instruments customary in similar transactions or as reasonably requested by Tenant.

(iii) Adjustments, Prorations and Closing Costs. If necessary, real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill. The Maine real estate transfer tax shall be paid by Landlord and Tenant in accordance with 36 M.R.S.A. 4641-A, to the extent applicable. Landlord shall refund to Tenant any unearned Base Rent for the remaining portion of the month following the closing date.

(iv) Possession. Landlord shall deliver possession of the Premises to Tenant at the closing, free of all leases, tenancies or occupancies by any person other than subtenants of Tenant.

(v) Risk of Loss, Damage, Destruction and Insurance. All risk of loss to the Premises prior to the closing shall be on Landlord, and Landlord shall keep the same insured against fire and other extended coverage risks as provided under this Lease until the closing. In the event that, after the exercise of the option granted herein but prior to the closing, any improvements which are part of the Premises are destroyed or substantially damaged, Tenant may either terminate the option granted herein or accept the insurance proceeds payable by reason of such damage or destruction and close notwithstanding the same. If such casualty occurs less than two months prior to the scheduled closing date, Tenant may elect to delay its choice and postpone the closing date until one month after the amount of insurance proceeds has been determined.

(vi) Tenant Default. If Tenant shall deliver the Tenant Notice but then shall default in its obligation to close on the purchase of the Premises for any reason other than Landlord default, title defects, condemnation or casualty, Tenant shall pay to Landlord liquidated damages in the amount of \$50,000 as Landlord's sole remedy for such default.

(vii) Landlord Default. If Landlord shall permit the existence of an encumbrance or title defect that shall make it impossible for Landlord to convey clear title to the Premises, or if Landlord shall default in its obligation to close on the purchase of the Premises for any reason, Tenant may (i) seek specific performance of this option to purchase in a court of competent jurisdiction, or (ii) terminate this option to purchase and remain as a tenant under this Lease.

39. **Limitation of Liability of Landlord's Partners, and Others.** Tenant agrees that any obligation or liability whatsoever of Landlord which may arise at any time under this Lease, or any obligation or liability which may be incurred by Landlord

pursuant to any other instrument, transaction, or undertaking contemplated hereby, shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of the constituent partners of Landlord, or any of their respective directors, officers, managers, members, representatives, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

40. **OFAC**. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

41. **Ground Lease**. The terms, covenants and conditions of the Ground Lease are hereby incorporated by reference herein and made a part hereof with the same force and effect as if such terms, covenants and conditions were completely set forth in this Lease. From and after the date hereof, Tenant agrees and undertakes to perform and observe all the terms, covenants and conditions under the Ground Lease. Tenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Ground Lease. Landlord shall not be required to furnish, supply, make any payment or perform any obligations under any provision of the Ground Lease as incorporated by reference herein, and Landlord shall have no liability to Tenant for any matter whatsoever, except for Landlord's obligation to use reasonable efforts, upon the request of Tenant, to cause the landlord under the Ground Lease to observe and perform its obligations under the Ground Lease, but Landlord shall not be obligated to commence any litigation to enforce the obligations of the landlord under the Ground Lease. Tenant shall not in any event have any rights with respect to the Premises greater than Landlord's rights under the Ground Lease.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

CITY OF PORTLAND

By: _____

Its: _____

LANDLORD:

DC RIVERSIDE LLC

By: _____

Its: _____

Schedule A
Description of Premises

A certain lot or parcel of land, with the building and improvements, if any, located thereon, situated in on the westerly side of Riverside Street, so-called, in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Proposed Lot 4-2 as depicted on a plan titled “2nd Amended Riverside Subdivision, Riverside Street, Portland” prepared by Sebago Technics dated January 23, 2018, revised through January 23, 2018, approved by the City of Portland Planning Board on January 23, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 199 (the “Subdivision Plan”).

SUBJECT TO and TOGETHER WITH the benefit of the matters, easements, and notes set forth or referred to on the Subdivision Plan.

Exhibit A

TERM COMMENCEMENT AND BASE RENT CONFIRMATION

THIS TERM COMMENCEMENT AND BASE RENT CONFIRMATION is made as of this _____ day of _____, 202____, by and between **DC Riverside LLC**, a Maine limited liability company with a mailing address of c/o Developers Collaborative, 631 Stevens Avenue, Suite 203, Portland, Maine 04103 ("Landlord") and the **City of Portland**, a municipal corporation with a mailing address of 389 Congress Street, Portland, Maine 04101 ("Tenant"), with respect to that certain Lease dated _____, 2021 (the "Lease"), pursuant to which Tenant has leased from Landlord the building located at 654 Riverside Street, Portland, Maine (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.
2. The Substantial Completion Date of the Building Improvements occurred on _____, 202____.
3. The Commencement Date occurred on _____, 202____.
4. Lease Year 1 shall end on _____, 202____.
5. The Initial Term shall expire on _____, 20____.
6. If exercised, the first Renewal Term shall commence on _____, 20____. The Extension Notice for the first Renewal Term must be given no later than _____, 20____.
7. If exercised, the second Renewal Term shall commence on _____, 20____. The Extension Notice for the second Renewal Term must be given no later than _____, 20____.
8. The Landlord's Final Total Development Cost was \$_____.
9. Pursuant to the Monthly Base Rent Section of the Lease, the Base Rent during Lease Years 1- 10 shall be \$_____.

IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the date first above written.

DC RIVERSIDE LLC

Witness By: _____
_____, Manager

CITY OF PORTLAND

Witness By: _____
_____, its: _____

Exhibit B Premises/Site Plan, including Parking

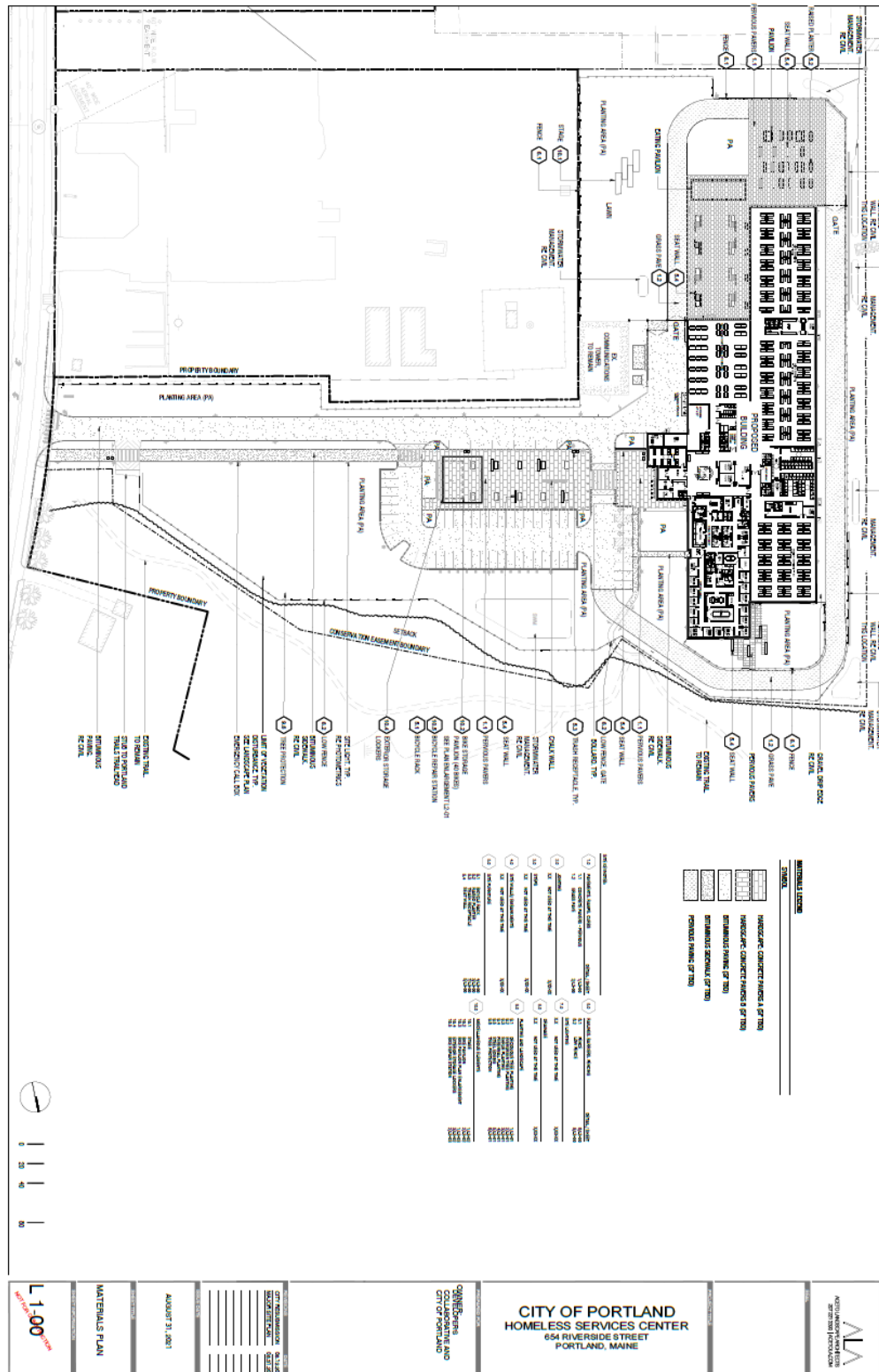


EXHIBIT C

CONSTRUCTION

(a) Landlord agrees to obtain all required governmental permits, licenses and approvals, including site plan amendment approval (collectively, the “Permits and Approvals”) necessary to construct the project as provided in this Lease, including the Exhibits. Landlord agrees to furnish or perform or cause to be performed those items of construction and the Building improvements (“Building Improvements”) pursuant to the mutually agreed upon layout and tenant specifications herein.

(b) Landlord shall be responsible for the construction of the core and shell building, and the Building Improvements. Tenant shall be responsible for those improvements set forth on Exhibit F attached to and made a part of this Lease, and all other improvements necessary for Tenant to conduct business in the Building not included in the Plans and Specs (as hereinafter defined) (“Tenant’s Work”). Tenant agrees that Tenant’s Work shall specifically include providing all furniture, fixtures and equipment except as specifically included in the Building Improvements, and all off-site improvements, including sidewalks, pedestrian improvements, crosswalks, wayfinding signage and systems, and the like, to the extent not included in the Plans and Specs (as hereinafter defined).

(c) Landlord and Tenant have agreed upon the plans and specifications (the “Plans and Specs”) for the Building Improvements, and such Plans and Specs are attached to and made a part of this Lease as Exhibit E. If Tenant shall desire any changes to the approved Plans and Specs prior to the date Landlord has obtained the Permits and Approvals (and Tenant may not request any changes to the Plans and Specs after the date the Permits and Approvals have been obtained), Tenant shall so advise Landlord in writing and Landlord shall determine whether such changes can be made in a reasonable and feasible manner. If Landlord agrees to make such reasonable changes, Landlord shall revise the Plans and Specs and resubmit the same to Tenant for its reasonable approval. If Tenant does not advise Landlord in writing of its disapproval of the revised Plans and Specs, and a detailed explanation of the reasons therefor, within () business days after Landlord’s delivery of the revised Plans and Specs, the same shall be deemed approved by Tenant in all respects. Any and all costs of reviewing any requested changes, and any and all costs of making any changes to the Building Improvements which Tenant may request and which Landlord may agree to shall be at Tenant’s sole cost and expense and if Landlord so requests, shall be paid to Landlord upon demand and before execution of the change order. In addition, if Tenant requests any changes to the approved Plans and Specs, then the timeframe within which the Landlord must obtain the Permits and Approvals as set forth in subparagraph (a) of this Exhibit C shall be extended by thirty (30) days.

(d) Landlord shall cause its general contractor to competitively bid the construction of the Building Improvements in accordance with the Plans and Specs (collectively, the "Base Bids"). At Tenant's request, Landlord shall provide Tenant with a copy of the Base Bids, together with a detailed summary of the estimated cost of the Building Improvements.

(e) Upon receipt of the Permits and Approvals Landlord shall proceed with and complete the construction of the Building Improvements. During construction of the Building Improvements, Landlord shall have the right, in its sole but reasonable discretion, to make adjustments to or amend the Plans and Specs as reasonably necessary to complete construction as described in the Plans and Specs, and in order to keep the Final Total Development Costs below \$25,000,000, provided such adjustments and modifications are in basic harmony with the development as set forth in the Plans and Specs, and the design, function, and aesthetics of the Building Improvements. As soon as such improvements have been substantially completed, Landlord shall notify Tenant in writing of the date that the Building Improvements were Substantially Completed. "Substantial Completion" or "Substantially Completed" means that in the reasonable opinion of Landlord's design professional, the improvements to the Premises required to be made by Landlord pursuant to this Exhibit have been completed substantially in accordance with the Plans and Specs and are in good and satisfactory condition, subject only to punchlist items that do not prevent Tenant from using the Premises for its intended use. The date of Substantial Completion, unless an earlier date is otherwise agreed to in writing between Landlord and Tenant, shall be the "Commencement Date," unless the completion of such improvements was delayed due to Tenant's acts or omissions, including, without limitation, delays resulting from Tenant's failure to timely respond to construction documents, failure to timely respond to governmental requirements in the permitting process, changes to the Plans and Specs or such improvements required by Tenant after the space plan or Plans and Specs have been agreed upon (each being a "Tenant Delay"), in which case the Commencement Date shall be the date such improvements would have been completed but for the Tenant Delay. After the Commencement Date, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of delivery of the Premises.

(f) The failure of Tenant to take possession of or to occupy the Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of rent by Tenant. Subject to applicable ordinances and building codes governing Tenant's right to occupy or perform work in the Premises and Landlord's prior written approval, Landlord may allow Tenant to install its machinery, equipment, fixtures, or other personal property on the Premises during the final stages of completion of construction provided that Tenant does not thereby interfere with the completion of construction or cause any labor dispute as a result of such installations. In the event of Tenant's entry and/or work in or about the Premises during the final stages of completion of construction, Tenant does hereby agree to assume all risk of loss or damage to its machinery, equipment, fixtures, and other personal property and to indemnify, defend, and

hold Landlord harmless from any loss or damage to such property, and all liability, loss, or damage arising from any injury to the Property or the property of Landlord, its contractors, subcontractors, or materialmen, and any death or personal injury to any person or persons arising out of Tenant's installations, whether or not any such loss, damage, liability, death, or personal injury was caused by Landlord's negligence. Delay in putting Tenant in possession of the Premises shall not serve to extend the term of this Lease or to make Landlord liable for any damages arising therefrom.

(g) Except for incomplete punch list items, upon the Commencement Date, Tenant shall have and hold the Premises as the same shall then be without any liability or obligation on the part of Landlord for making any further alterations or improvements of any kind in or about the Premises.

(h) Construction Related Disputes. In the event a dispute arises between Landlord and Tenant regarding the provisions of this Exhibit C, or any other construction related provision of this Lease, then either party shall have the right to notify the other party of its intention to refer the dispute to arbitration; said notice shall specifically set forth the issue or issues in dispute. If Landlord and Tenant are unable, in good faith, to resolve the dispute within ten (10) business days after the giving of notice to arbitrate, then either party may elect, at its option, to submit said dispute to arbitration at any time after the expiration of said ten (10) business day period. The parties agree further that if they disagree over whether the dispute in question is subject to arbitration, such issue shall also be submitted as part of the arbitration proceeding. Any arbitration under this Section shall be conducted under the Expedited Procedures provisions of the Commercial Arbitration Rules of the American Arbitration Association (or any successor thereto). The decision of the arbitrators shall be final and nonappealable and may be enforced in accordance with the laws of the State of Maine. Landlord and Tenant shall each pay for the services of its respective, appointed arbitrator, attorneys, and witnesses, plus one-half (1/2) of all other costs relating to the arbitration. The fees and disbursements of attorneys and witnesses may be assessed against either Landlord or Tenant if they are found by the arbitrators to have acted in bad faith in connection with said dispute. Notwithstanding anything to the contrary in this Lease, in connection with any arbitration proceeding, the arbitrators shall determine whether said proceeding resulted in any delay in the date that the Building Improvements were Substantially Completed, and, if yes, Commencement Date shall be extended by the period determined by the arbitrators.

EXHIBIT D
Building Layout

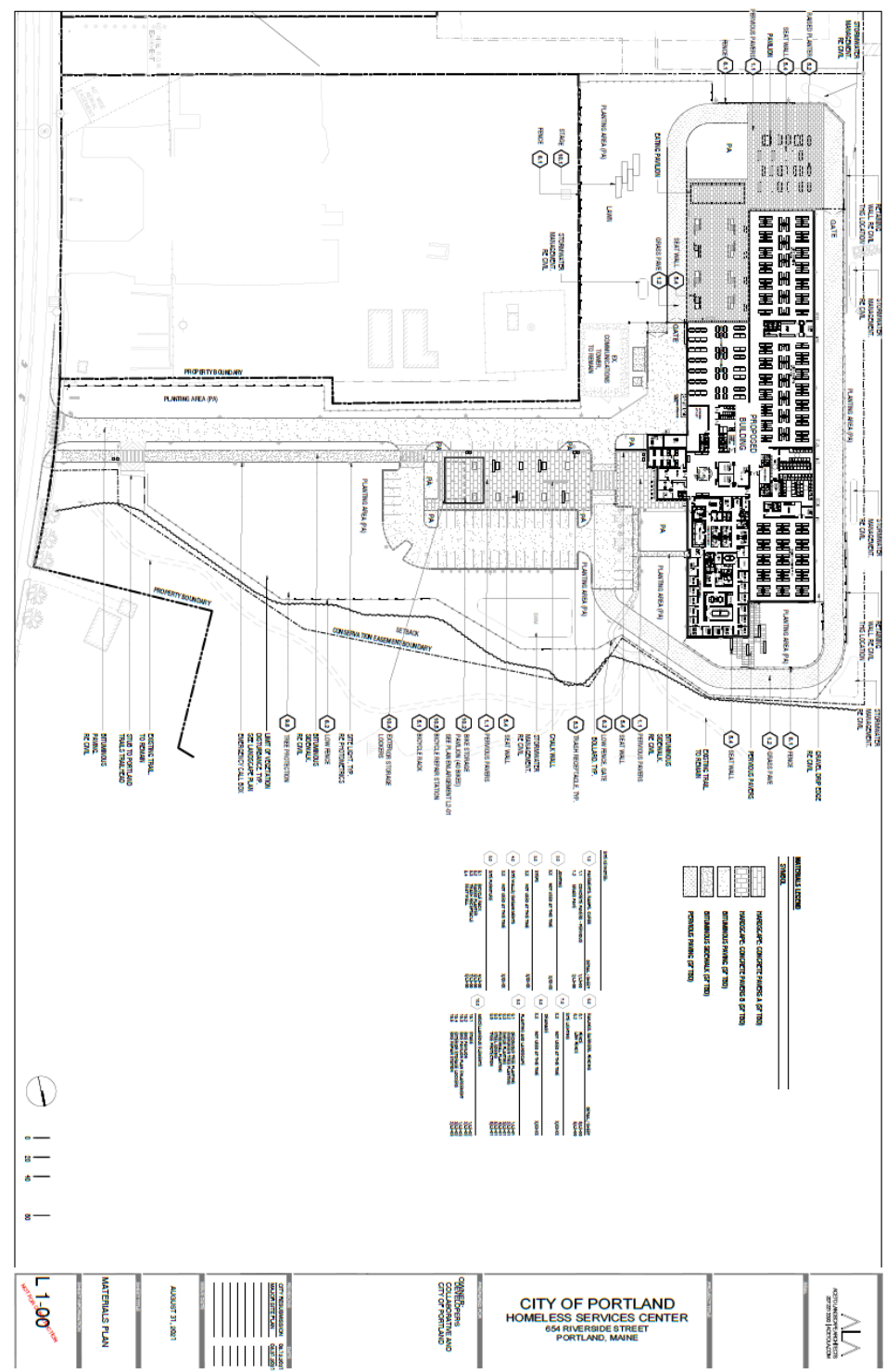


Exhibit E
Plans and Specs

Available upon request, and subject to modification based upon value-engineering

Exhibit F
Tenant's Work

Tenant shall be responsible for all improvements necessary for Tenant to conduct business in the Building not included in the Plans and Specs, and shall specifically include providing all furniture, fixtures and equipment except as specifically included in the Building Improvements, and all off-site improvements, including sidewalks, pedestrian improvements, crosswalks, wayfinding signage and systems, and the like, to the extent not included in the Plans and Specs.

	City Owned Facility Debt Service Costs	Developers Collaborative Annual Lease Cost	Difference	Notes / Assumptions
		Taken from Current Lease Proposal		
Year	(\$20M at 2.5% interest)			
1	1,085,000.00	\$2,701,000	\$1,616,000	1) Assume \$25M total cost. City/County/State/Fed invests \$5M in either case upfront into the project.
2	1,085,375.00	\$2,701,000	\$1,615,625	2) Under current lease proposal City is responsible for all maintenance / capital on facility (so City is responsible for these costs under either scenario - thus they are not a factor in the cost analysis)
3	1,085,375.00	\$2,701,000	\$1,615,625	3) Total developer construction cost estimate from current estimates: \$25,000,000
4	1,085,000.00	\$2,701,000	\$1,616,000	(\$5M applied up front to lease or to reduce initial borrowing costs)
5	1,084,250.00	\$2,701,000	\$1,616,750	4) Annual escalator in lease flat from Years 1-10, estimated at 2.5% (on \$300k) beginning in year 11
6	1,083,125.00	\$2,701,000	\$1,617,875	5) Interest rate estimated on bonds issued \$2.5% - (our last issue was at 2.07%)
7	1,086,625.00	\$2,701,000	\$1,614,375	6) Property taxes - under a triple net lease the property taxes due on the parcel would be added to the lease cost (and with a City owned facility there would be no taxes due). However, since these property taxes would be repaid to the City by the developer there is no net cost to the City and therefore these are being excluded from the analysis - they do not represent a true additional cost of leasing.
8	1,084,625.00	\$2,701,000	\$1,616,375	
9	1,087,250.00	\$2,701,000	\$1,613,750	
10	1,084,375.00	\$2,701,000	\$1,616,625	
11	1,086,125.00	\$307,500	-\$778,625	6) City Option to Purchase at end of year 25 for \$0.00
12	1,087,375.00	\$315,188	-\$772,188	7) City Charter Section 16 notes: (a) <i>The city council shall submit the following to voter referendum:</i>
13	1,083,125.00	\$323,067	-\$760,058	(1) <i>Orders or resolves authorizing the issuance of general obligation securities of the city in a principal amount greater than five one-hundredths of one (1) percent of the last certified state state valuation of the city for a single capital improvement or item of capital equipment;</i>
14	1,083,500.00	\$331,144	-\$752,356	<i>(currently this amount represents approximately \$6M). Thus voter referendum would be required if \$20M of General Obligation Bonds were issued for the project.</i>
15	1,083,375.00	\$339,422	-\$743,953	
16	1,087,750.00	\$347,908	-\$739,842	
17	1,086,500.00	\$356,606	-\$729,894	
18	1,084,750.00	\$365,521	-\$719,229	
19	1,087,500.00	\$374,659	-\$712,841	
20	1,084,625.00	\$384,025	-\$700,600	
21	1,086,250.00	\$393,626	-\$692,624	
22	1,087,250.00	\$403,467	-\$683,783	
23	1,087,625.00	\$413,553	-\$674,072	
24	1,087,375.00	\$423,892	-\$663,483	
25	1,086,500.00	\$434,489	-\$652,011	
	\$27,140,625.00	\$32,524,067.45	\$5,383,442.45	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2021

SUBJECT: Order 83-21/22 Approving the Collective Bargaining Agreement with the Police Benevolent Association (PBA) - 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

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 3% effective January 3, 2021 (retroactive); 0% effective January 2, 2022 and 3% effective January 1, 2023.

Other economic agreements are as follows:

Effective January 2022 – implement the 3C retirement plan (66.6% at 25 years, no age requirement); increase the employer contribution to the 401a retirement plan, 2.5% above the current employer contribution rate; increase the 18+ year step by 2%

Article 4 Salaries – Add Traffic Investigator to the Detective pay scale

Article 4.2.2 – add DRE and Media Specialist to the part time specialty list

Article 5 Overtime – one rate for outside details set at \$52.00 per hour

Article 7 Vacations – raise the accrual cap to 200 hours but keep maximum payout at 160 hours

Establish a Retirement Health savings Account (RHSA) to be funded from employees' excess sick leave accruals

The contract term is January 1, 2021 through December 31, 2023.

The approximate total direct costs of the general wage increases are approximately one million, one hundred fifty thousand (\$1,150,000.00) dollars over the three (3) year agreement.

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. Police Benevolent Association (PBA) contract 10.18.2021

Prepared by:

Date: 10/06/2021

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 COLLECTIVE BARGAINING AGREEMENT
WITH THE POLICE BENEVOLENT ASSOCIATION FOR 2021 TO 2023**

ORDERED, that the Collective Bargaining Agreement with the Police Benevolent Association for January 1, 2021 through December 31, 2023 is hereby approved in substantially the form attached.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
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 \$14,200,000 IN AMERICAN RESCUE PLAN ACT FUNDING

ORDERED, the sum of \$14,200,000 of American Rescue Plan Act Funding hereby is appropriated to fund the American Rescue Plan Projects listed in Exhibit A - ARPA First Tranche Funding Recommendations; and

BE IT FURTHER ORDERED, that if the actual funding necessary for any American Rescue Plan Project differs from the estimated cost on the attached Exhibit A, the City Manager is authorized, in his or her discretion, to reallocate available funding from within this appropriation to any other project listed on the ARPA First Tranche Funding Recommendations.

City of Portland Maine - American Rescue Plan Act - First Tranche Funding Recommendations

(note - due to limited funding and other constraints some amount in the Funding Recommended column do not match the original requested funding amounts)

Project Title	Description	Funding Recommended	ARPA Eligible	Community Priority
Kiwanis Community Pool Replacement	Kiwanis Community Pool Replacement	\$3,900,000	Yes	Parks Maintenance & Community Recreation
Homeless Services Center	First allocation of funding in support of new Homeless Services Center. Additional funding will be required from a variety of other funding sources which may include State, County and Federal funding alongside additional City funding.	\$3,500,000	Yes	Homeless Services
Housing Programs and Funding Expansion	Funding which will give City flexibility to expand funding approvals for projects which would be eligible for Jill C Duson Housing Trust Funds, supplementing existing funding.	\$1,000,000	Yes	Affordable Housing Programs
Public Health / Social Services Facility - 39 Forest Ave Renovations and Expansion	Consolidation of HHS into single location for Social Services and Public Health including expanded programs, space for vaccine clinic and more.	\$750,000	Yes	Public Health Homeless Services
Public Restrooms	Frequently mentioned "write in" request from open public comment in survey - funding for expanded public restrooms in the City. Further research and outreach will be done by City staff on on type and locations.	\$600,000	Yes	Public Health Other
Portland Water District (PWD) - Replace Water Mains on Concord Street with ARPA funding and reduce future water/sewer rates.	PWD is underway with a project water and sewer mains on Concord Street. Two PWD projects being recommended for funding totalling just under \$1M. A \$1M reduction in the PWD budget reduce the water rate by \$0.43 and would save the average Portland resident \$36 in a year.	\$555,000	Yes	Public Health
Funding to Address Child Care Needs	Although City did not receive many specific funding request in regards to child care, we know this is an area of great need based on outreach. City staff will continue to research and brainstorm with our community partners ways we can solve the child care problem. Items which may be considered with this funding are training about existing childcare subsidies available, start up capital (ex. loans / grants starting at \$10,000; funding for small providers), expansion of existing voucher programs, pay incentives to the extent they were not available from the State's recent \$73M investment etc. This includes financial support for the Youth and Family Outreach Child Care project to the extent it is needed if other funding sources are not approved.	\$1,000,000	Yes	Childcare Program Assistance
Amethyst Park Public Landing Dock	Cost to install existing floats to create a publicly accessible dock at the Amethyst Park. Can be used for transient berthing, islander use, water taxis, access to Ft Gorges, island access. Construct 240 lin ft of new public transient berthing in the existing Ocean Gateway marine passenger terminal complex. Project utilizes existing concrete floats and includes gangway, pilings, and landside improvements.	\$475,000	Yes	Parks Maintenance & Community Recreation, Water Infrastructure
HVAC / Air Quality at Expo Center	Upgrade the 60 yr old ventilation system for adequate air flow to accommodate the facilities capacity. Facility has been used on an increasingly frequent basis to meet pandemic public health needs and may be called upon again in the future. The space was home to a vaccine clinic, hundreds of asylum seekers who could not be housed elsewhere, is a fallout shelter and cooling center, hosts Portland High School and maine other Maine school events, and is home to the Maine Celtics. The current system cannot provide adequate airflow or use greater than a MERV5 filter. Systems are designed for a specific airflow, restricting the airflow will cause the system to fail.	\$475,000	Yes	Public Health
Continuation of Economic Development Programs	This bucket of funding will be used to continue successful programs run by the Housing and Economic Development Department during FY20 that were funded via previous Coronavirus Relief Funding. City staff including the American Rescue Plan Program Coordinator will assess the success of those previous programs and determine which to continue / expand based on demonstrated needs identified.	\$400,000	Yes	Small Business Assistance
PWD Baxter	This project is needed and ready to be constructed due to a recent sewer force main leak that nearly ended in a spill into Back Cove. This force main replacement is another step in the City's goals to improve the reliability and resiliency of the infrastructure that protects the water quality of Casco Bay and the city of Portland.	\$400,000	Yes	Public Health Water Infrastructure Improvements
IT Pandemic Related Expenses	The pandemic has exacerbated a number of IT issues based on the volume of users working remotely, the resulting cybersecurity issues, the complexities which have resulted from a fully remote public meeting environment, and potential future preparations for remote + local participation in public meetings. This block of funding would be used based on ARPA eligibility to meet cybersecurity needs and replace and upgrade IT infrastructure strained by the pandemic.	\$400,000	Yes	Other

City of Portland Maine - American Rescue Plan Act - First Tranche Funding Recommendations

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Project Title	Description	Funding Recommended	ARPA Eligible	Community Priority
Portland Pilots	Revenue loss from decreased cruise traffic due to pandemic - request was for \$900,000 but deemed to be regional need (harbor shared by Portland / South Portland, all of Cumberland County / Southern Maine benefits).	\$300,000	Yes	Small Business Assistance
PPL - Bridging the Digital Divide	To address the negative outlook for small businesses and disparities experienced by low- and moderate-income families as well as New Americans in our community, the Library is preparing to broaden wifi access and create a technology classroom with multi-lingual support. Upgrade mobile wifi on Bookmobile - \$6,000 • Establish technology lab/classroom at the Main Library, including one staff position, equipment, and multilingual services - \$125,000	\$135,000	Yes	Broadband Infrastructure
Replacement and ADDING Big Belly's and Trash Barrels	10 Big Belly's @ \$4,000/ea, 20 Trash Barrels @ \$1,700/ea, 15 Recycle Barrels @ \$1,700/ea + contingency	\$125,000	Yes	Parks Maintenance & Community Recreation, Public Health
Behavioral Health Alternative Response Program	Equipment for enhancement of Behavioral Health / Alternative Response (Van, Radios, laptops)	\$85,000	Yes	Homeless Services
Mental Health Crisis Training	Mental Health Crisis training enhancements for sworn, communications center and behavioral health staff	\$40,000	Yes	Public Health
PPL - Reimbursement of COVID related expenditures	The Portland Public Library submitted two additional project requests (HVAC - \$37K, additional COVID costs / revenue loss / budget curtailment of \$270,492). This request spreads across a variety of cost categories and only a portion of them are likely to be considered eligible under the ARPA Interim Final Rule. We are recommending an allocation of up to \$60,000 for ARPA eligible cost reimbursement.	\$60,000	Yes	Other
		\$14,200,000		

**American Rescue Plan Act
First Tranche Funding Recommendations
City Council Meeting
October 18, 2021
5:00pm**

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City of Portland Maine - American Rescue Plan Act - First Tranche Funding Recommendations

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City of Portland Maine - American Rescue Plan Act - First Tranche Funding Recommendations

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		\$14,200,000		

Kiwanis Community Pool Replacement

Proposal for American Rescue Plan Act Funding

9/15/21

This project, located in a HUD qualified census tract, would replace and improve the aging Kiwanis Community Pool, located at Dougherty Field Park in the Libbytown neighborhood. The existing pool was built in 1961 and has received regular maintenance and upkeep, allowing it to last 60 years, which is double the typical 30 year lifespan of an outdoor municipal pool.

In 2019, the Parks, Recreation and Facilities Department worked with the aquatics facility consulting firm Counsilman-Hunsaker to do public outreach on the potential replacement of the Community Pool, along with a feasibility study and cost estimates. Through polling of aquatic stakeholders and a community meeting, we received valuable feedback from the community about desired features in the new pool. Features desired by the community and included in the feasibility study include:

- Accessibility and inclusivity for all community members, and compliance with Americans with Disabilities Act (ADA)
- Tot and child zero-beach entry with play area areas
- Waterslide tower
- New spraypad with expanded features
- Water current zones
- Shaded areas swimmer use and community gatherings,
- Lap and fitness lanes
- Recreational swimming area

Please find attached the final presentation from Counsilman Hunsaker that includes conceptual designs and cost estimates. It is anticipated a mix of ARPA, Capital Improvement Plan and private donations will be used to fund this asset for the community.



Kiwanis Community Pool
Portland, ME
Feasibility Study
January 16, 2020

Project Overview



Feasibility Study Process



Needs Assessment

- Evaluate area providers
- Research area demographics
- Identify user groups
- Identify potential community partners
- Site analysis



Facility Program & Space Requirements

- Develop schematic design options for programming
- Develop project cost estimates
- Identify potential partnerships

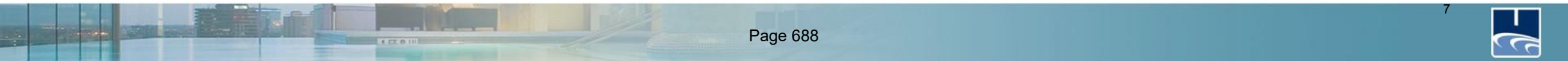


Operations & Business Plan

- Opinion of revenue
- Opinion of operating expenses
- Determine cash flow



Kiwanis Community Pool



Kiwanis Community Pool

- Built in 1961
- Outdoor lap / leisure pool
- Approximately 4,400 sf
- 200,000 gallons
- 6-lane, 25-meter pool
- Small waterslide
- Splash pad
- Adjacent to park playground



Kiwanis Community Pool

- 12,000 visits per summer
- Extended two week season for 2019
- Open swim offered for 3 hours a day
- Splash pad installed 10 years ago
- Kids swim free in July in 2019
- Swim lessons offered 3 sessions per summer (100 kids per session)
- Four foot water depth limits the number of children that can be in the pool at one time (parent/child ratio guidelines)

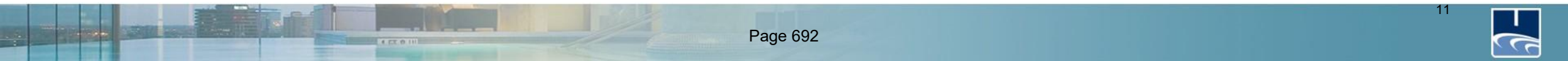


Kiwanis Community Pool

- Due to the type of structure, minimal improvements can be made to reconfigure the existing pool
- City will continue to have annual maintenance, structure patches and repairs
- Due to the inability of the gutters to handle surface skimming, water overflows out of the pool and onto the pool deck
- CH recommends outdoor aquatic facilities have three primary areas to meet the needs of aquatic users:
 - Capacity Holders (bodies of water)
 - Thrills (waterslides, diving board, climbing wall)
 - Children's area (shallow water specifically designed for children)
- While the existing Kiwanis pool does have 4,400 sf of water equating to an approximate capacity of 125 to 150 users, it does not have shallow water or thrill amenities to capture a greater number of children and teens
- Existing pool is over 300 perimeter feet and needs one additional ADA lift, or compliant stairs.
- Support building is in need of a renovation to provide Renovated locker rooms, Adequate storage for pool supplies, Office / user check-in area, Cash control, Lifeguard break room



Initial Feedback



Initial Feedback – Project Committee

- Children and families are primary users, current pool limits areas they can because of the lack of shallow water and 1:1 parent/child ratio
- Preferred features include:
 - Expanding play area for young children
 - Add lap lanes with deep water
 - Focus on families with children
 - Zero-depth entry
 - Shade and tables on the pool deck
 - Outdoor lighting
 - Updated bathhouse
 - Security fencing
 - Outdoor concessions
 - Family changing rooms
 - Climbing wall or larger slides to provide amenities for the older kids and teenagers
- Other considerations:
 - Bathroom access from back side of pool bath house
 - ADA Accessibility from the street parking
 - Ability to use splash pad when pool is not open
 - Ability to keep pool open until 8:00 p.m. would be fabulous
 - The pool name is confusing to the general public



Initial Feedback - Pool Users

- “We just discovered the pool this summer and it is great.”
- “I don’t like that there isn’t shallow end.”
- It would be nice to see a designated toddler area, as we have trouble managing multiple kids.”
- “Diving boards and a hot tub.”
- “We’d like a deck that doesn’t get soaked.”
- “A waterslide would be a nice option for this area and pool amenities for people with multiple children.”
- “Additional amenities for people with multiple children .”
- “The slide drop area is too deep and there are lots of rescues.”
- “More shade and tables for picnic area.”



Initial Feedback – Community Meeting

- Several meeting attendees like the pool as it is, make some schedule changes to allow for more community use, want toddler time, \$5.50 admission is expensive, mural out front, request for season pass
- Resident pricing structure and discount requested
- “Kiwanis pool is a treasure”
- Pool facility amenities need to be enhanced
- One request for an outdoor 50-meter by 25-yard pool
- Family parent view, have lane lines and family area
- One resident spoke out opposed to outdoor lights and late night swims
- Maintain current feel of the park and provide ample parking
- Lots of discussion around inclusion and need for parking

A poster for a Kiwanis Pool Meeting. The background is a blue swimming pool with lane lines. At the top, a red banner says 'PORTLAND'. Below it, a large black silhouette of a swimmer's head contains the text 'KIWANIS POOL MEETING' in white. Underneath the swimmer's head, in white text, is '@ 212 CANCO ROAD, SUITE A PORTLAND, ME'. In the center, a black silhouette of a pair of goggles contains the text 'THURSDAY, AUGUST 15TH' on the left and '5:30 PM - 7:00 PM' on the right. At the bottom, a dark blue box contains the text 'We're looking for:' followed by a list of swimmer types. To the left of this list is a logo for 'Counsilman-Hunsaker AQUATICS FOR LIFE'. At the very bottom, white text invites people to join the meeting to discuss the Master Plan Study for Kiwanis Pool.

PORTLAND

KIWANIS POOL MEETING

@ 212 CANCO ROAD, SUITE A
PORTLAND, ME

THURSDAY, AUGUST 15TH **5:30 PM - 7:00 PM**

We're looking for:

- pool users
- lesson parents
- adult lap swimmers
- aerobic swimmers
- master swimmers
- open swim/parents

Counsilman-Hunsaker
AQUATICS FOR LIFE

Join us at our meeting to discuss the Master Plan Study for Kiwanis Pool. We're interested in your thoughts and insights into current and future aquatic programming needs in our community.

Options Overview



September 24 Options Presentation

- Options shown are realistic and kid friendly
- Revised options should address amenities for children with parents who don't want to get into the water (keep existing splashpad)
- Diving boards are not essential, but deeper water is needed
- The 8-lane, 25-yard lap pool is a little big, show swimming pool with 6-lanes
- Options should account for lifeguarding considerations, including lifeguard zones and number of lifeguards needed on-duty
- Plan should including a new bathhouse, instead of a renovated bathhouse
- Move facility to the west in order to keep the spraypad and playground
- All options should include 2 separate pools
- Include ample perimeter deck space for pool guests



October 15 Options Overview

- Option 3 is the preferred option by the committee
- The swimming pool needs more deck space to accommodate increased number of pool users
- Reduce support building size
- Relocate pavilion to so that it can be accessed on a year-round basis
- Include restrooms that can be accessed year-round on the pool support building
- Explore phased swimming pool option, keeping existing pool while constructing a new leisure pool
- Provide costs to enclose the swimming pool for year-round swimming
- Community garden can be relocated if site requirements deem it necessary



Revised Option 3

- New 6-lane, 25-yard lap pool
 - Climbing wall
- New 3,000 SF leisure pool
 - Zero-beach entry w/children's play structure
 - Dual waterslide tower
- New 1,200 SF spraypad
- New entrance building
 - Locker rooms
 - Family changing restrooms w/offseason park access
 - Offices
 - Pool mechanical



Revised Option 3



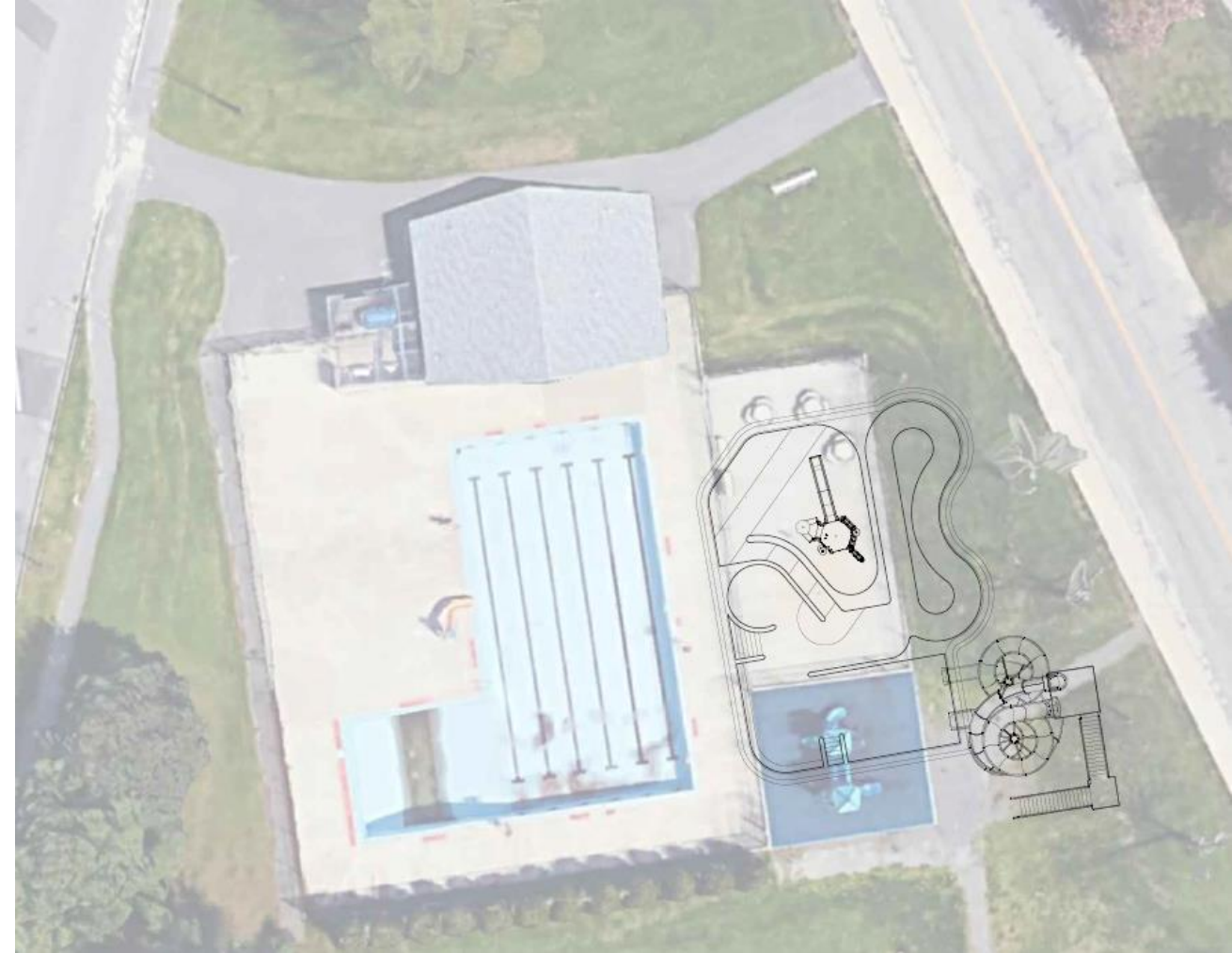
Revised Option 3

- New 6-lane, 25-yard lap pool
 - Climbing wall
- New 3,000 SF leisure pool
 - Zero-beach entry w/children’s play structure
 - Dual waterslide tower
- New 1,200 SF spraypad
- New entrance building
 - Locker rooms
 - Family changing restrooms w/offseason park access
 - Offices
 - Pool mechanical
- Construction Cost: \$5.5M
- Total Project Cost: \$7.1M

OPINION OF PROJECT COST: Leisure + Lap Pool					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Support Spaces		2,500	277	\$693,000	\$693,000
Concessions	Sq. Ft.	300	300	\$90,000	
Offices (Lifeguard + Admin)	Sq. Ft.	600	255	\$153,000	
Locker Rooms	Sq. Ft.	900	300	\$270,000	
Family Changing Rooms	Sq. Ft.	300	300	\$90,000	
Storage	Sq. Ft.	400	225	\$90,000	
Outdoor Aquatic Center		24,126	158	\$3,815,816	\$3,815,816
Outdoor Lap Pool	Sq. Ft.	3,229	285	\$920,265	
1M Diving	Qty.	1	15,000	\$15,000	
Climbing Wall	Allowance	1	35,000	\$35,000	
Waterslide	Allowance	1	100,000	\$100,000	
Outdoor Leisure Pool	Sq. Ft.	3,242	300	\$972,600	
Children's Play Structure	Allowance	1	175,000	\$175,000	
Play Structure Mechanical	Allowance	1	50,000	\$50,000	
Spray Features	Allowance	1	80,000	\$80,000	
River Mechanical	Allowance	1	50,000	\$50,000	
Waterslide Tower	Allowance	1	225,000	\$225,000	
Waterslide Mechanical	Allowance	1	50,000	\$50,000	
Spraypad	Sq. Ft.	1,200	195	\$234,000	
Features	Allowance	1	200,000	\$200,000	
Outdoor Pool Mechanical Room	Sq. Ft.	1,096	225	\$246,568	
Shade Structures	Qty.	4	10,000	\$40,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	15,344	12	\$184,128	
Overhead Lighting	Sq. Ft.	24,126	6	\$144,755	
Fencing	Linear Ft.	700	105	\$73,500	
Building Support		200	225	\$45,000	\$45,000
Building Mechanical / Electrical / Janitor		200	225	\$45,000	
Unit	Sq. Ft.		Cost	Opinion of Cost	Opinion of Cost
Efficiency		540		\$174,960	\$174,960
Circulation and Walls (20%)		540	324	\$174,960	
Unit	Sq. Ft.		Cost	Opinion of Cost	Opinion of Cost
Total Building Construction Costs		27,366	\$173	4,728,776	4,728,776
Site Construction Costs (demolition, parking, landscaping, utilities, walks)				\$684,146	\$684,146
Furniture, Fixtures, Equipment				\$165,000	\$165,000
Subtotal				\$5,577,922	\$5,577,922
Escalation Allowance (1 year)	5.0%			\$278,896	\$278,896
Contingency (Design / Construction)	10.0%			\$585,682	\$585,682
Design Fees, Surveys, Permitting	10.0%			\$644,250	\$644,250
Opinion of Probable Cost				\$7,086,750	\$7,086,750
				20	
Total Estimated Project Costs:			\$259	\$7,086,750	\$7,100,000
Estimate Current as of:			12/13/2019		
Source: Counsilman-Hunsaker					

Phased Option (Existing + New Leisure)

- Existing 6-lane, 25-yard lap pool
- New 3,000 SF leisure pool
 - Zero-beach entry w/children's play structure
 - Dual waterslide tower
- New 1,200 SF spraypad
- New entrance building
 - Locker rooms
 - Family changing restrooms w/offseason park access
 - Offices
 - Pool mechanical



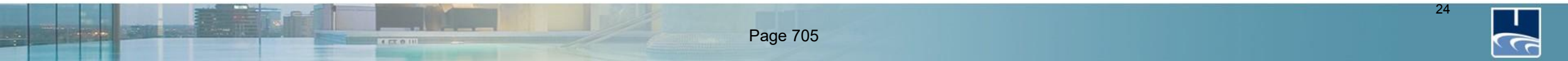
\$6.5M Option

\$6.5M Option

- In order to meet a budget under \$6.5M, the following items (highlighted) would need to be revised:
 - Leisure pool reduced from 3,200 SF to 2,800 SF
 - Pool to include same types of features on a slightly smaller scale
 - Reduction in size of children’s interactive play structure
 - Waterslide tower to include 1 slide instead of 2
 - Allowance of \$150,000 for spraypad features (originally \$200,000)
- These items could be included as add-alternates during the design and construction bidding process.
- Total opinion of probable cost: \$6,312,556

OPINION OF PROJECT COST: Leisure + Lap Pool					
Description	Unit	Amount	Cost per Unit	Opinion of Cost	Opinion of Cost
Support Spaces		2,500	277	\$693,000	\$693,000
Concessions	Sq. Ft.	300	300	\$90,000	
Offices (Lifeguard + Admin)	Sq. Ft.	600	255	\$153,000	
Locker Rooms	Sq. Ft.	900	300	\$270,000	
Family Changing Rooms	Sq. Ft.	300	300	\$90,000	
Storage	Sq. Ft.	400	225	\$90,000	
Outdoor Aquatic Center		22,737	149	\$3,380,066	\$3,380,066
Outdoor Lap Pool	Sq. Ft.	3,229	285	\$920,265	
Climbing Wall	Allowance	1	35,000	\$35,000	
Outdoor Leisure Pool	Sq. Ft.	2,800	300	\$840,000	
Children's Play Structure	Allowance	1	100,000	\$100,000	
Play Structure Mechanical	Allowance	1	50,000	\$50,000	
Spray Features	Allowance	1	80,000	\$80,000	
River Mechanical	Allowance	1	50,000	\$50,000	
Waterslide Tower (1 Slide)	Allowance	1	175,000	\$175,000	
Waterslide Mechanical	Allowance	1	50,000	\$50,000	
Spraypad	Sq. Ft.	1,200	195	\$234,000	
Features	Allowance	1	150,000	\$150,000	
Outdoor Pool Mechanical Room	Sq. Ft.	1,033	225	\$232,361	
Shade Structures	Qty.	6	10,000	\$60,000	
Shade Pavillion	Qty.	1	20,000	\$20,000	
Outdoor Deck	Sq. Ft.	14,460	12	\$173,520	
Overhead Lighting	Sq. Ft.	22,737	6	\$136,420	
Fencing	Linear Ft.	700	105	\$73,500	
Building Support		200	225	\$45,000	\$45,000
Building Mechanical / Electrical / Janitor		200	225	\$45,000	
Unit	Sq. Ft.	Cost		Opinion of Cost	Opinion of Cost
Efficiency	540			\$174,960	\$174,960
Circulation and Walls (20%)	540	324		\$174,960	
Unit	Sq. Ft.	Cost		Opinion of Cost	Opinion of Cost
Total Building Construction Costs	25,977	\$165		4,293,026	4,293,026
Site Construction Costs (demolition, parking, landscaping, utilities, walks)				\$519,534	\$519,534
Furniture, Fixtures, Equipment				\$156,000	\$156,000
Subtotal				\$4,968,560	\$4,968,560
Escalation Allowance (1 year)	5.0%			\$248,428	\$248,428
Contingency (Design / Construction)	10.0%			\$521,699	\$521,699
Design Fees, Surveys, Permitting	10.0%			\$573,869	\$573,869
Opinion of Probable Cost				\$6,312,556	\$6,312,556
				23	
Total Estimated Project Costs:		\$243		\$6,312,556	\$6,400,000
Estimate Current as of:		1/16/2020			
		Source: Counsilman-Hunsaker			

Pre-Engineered Pool Enclosures



Openaire Structures:

- Aluminum framing
- Translucent panels: glass, polycarbonate, ETFE, photovoltaic
- Operable roof & wall systems
- Cost varies on design & material selection:
- Approx. \$220-\$250/SF and up



Structures Unlimited:

- Aluminum framing
- Translucent Kalwall panels
- Insulation values up to R-46
- Operable roof & wall systems
- Cost varies on design & material selection:
- Approx. \$220-\$250/SF and up



*These images are manufacturer examples, projects not designed by C-H.



Sprung Structures:

- Architectural membrane structure
- Temporary & permanent structures
- Engineered for high moisture environments
- Daylight panels allow natural lighting
- Operable door options
- Cost varies on size & span
- Approx. \$120 - \$140/SF



*These images are manufacturer examples, projects not designed by C-H.



Sporting Event RG:

- Architectural membrane structure
- Temporary, semi-permanent, & permanent structures
- Expanded polystyrene insulated walls available
- Cost varies on size & span:
- Approx. \$60-\$80/SF



*These images are manufacturer examples, projects not designed by C-H.



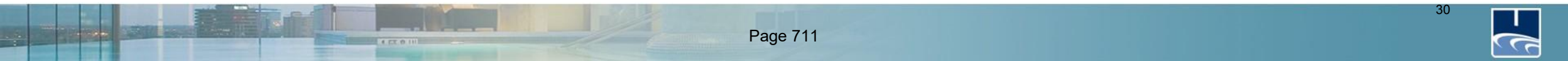
Yeadon Domes:

- Air-supported pool enclosure
- Aluminum base channel anchors inflated “dome” fabric enclosure
- PVC coated polyester
- Typically a seasonal installation
- Wind/Snow sensor options
- Labor intensive to install/remove each season
- Cost approx. \$40-\$65/SF
- Labor/equip cost for setup/takedown approx. \$30,000

*These images are manufacturer examples, projects not designed by C-H.

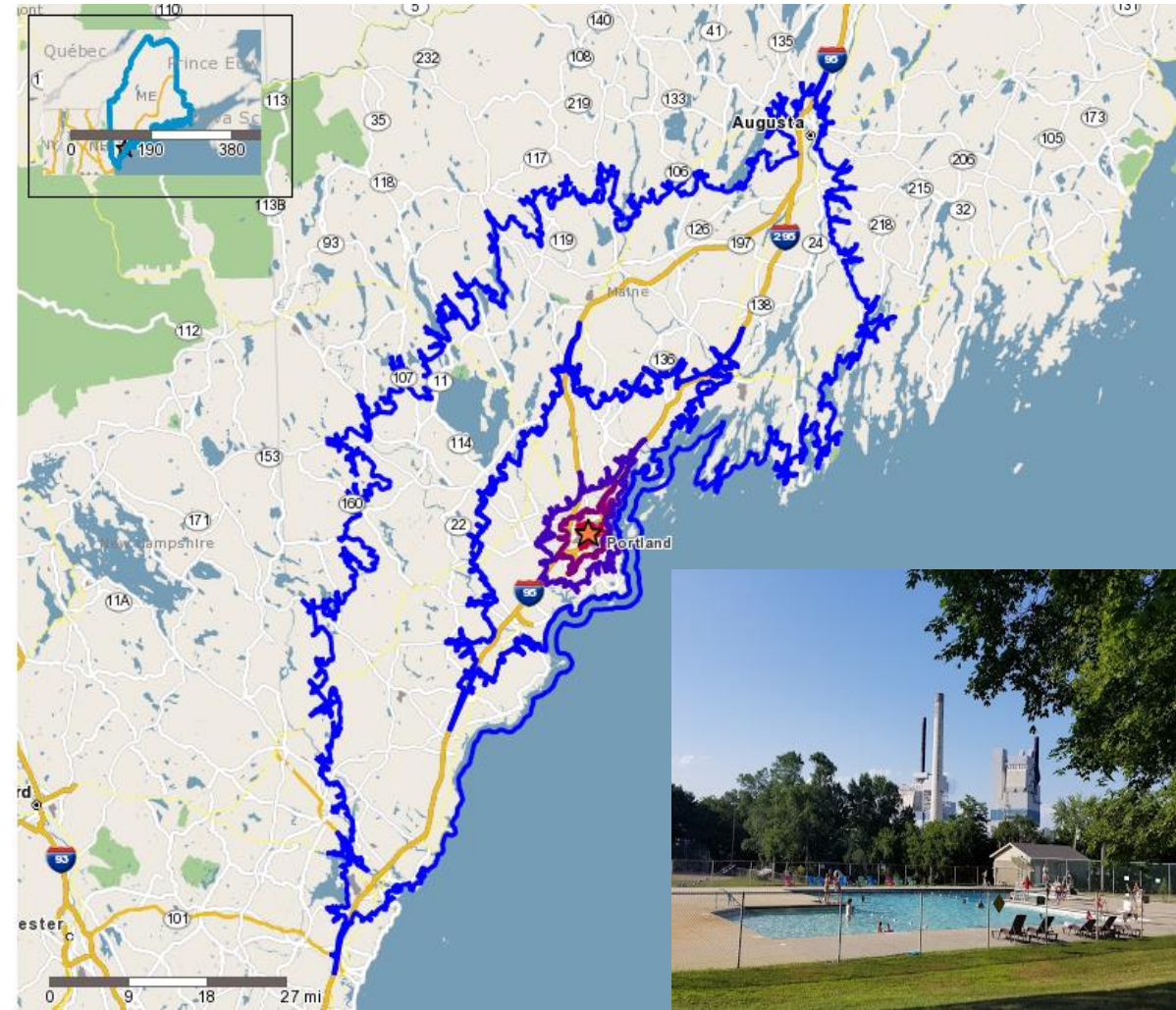


Operational Overview



Market Overview

- Portland population: 69,200
- 124,000 people within a 15-minute drive of Kiwanis Community Pool
- Above average number of adults 20-39 years of age when compared to the national average
- 19,000 children under the age of 14 within a 15-minute drive of Kiwanis Community Pool
- Income levels 97% to 132% of the national median household average of \$52,000
- Lack of area outdoor swimming pools
 - Cornelia Warren Pool (Westbrook)



Expense Budget

- Personnel – lifeguards, admissions, pool managers, head lifeguards
- Insurance – property & liability
- Repair and maintenance – pumps, motors, lights, equipment repairs
- Operating supplies – office supplies, facility equipment
- Chemicals – chlorine/pH buffer
- Advertising – brochures, flyers, event budget, promotions
- HVAC – heat and cool support spaces
- Electricity – pumps/motors for pool + lighting
- Water/sewer – pool water replacement + toilets/showers
- Programs – personnel, supplies

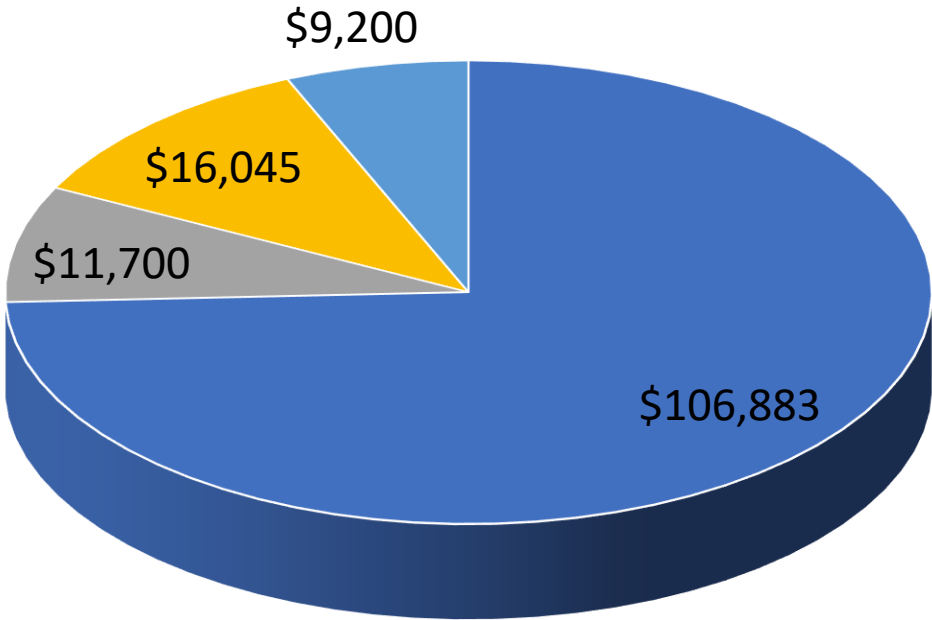
Direct Facility Expense Budget	
Option 3	
Facility Staff	
Full Time Employment	Not Included
Part-Time Management	\$5,184
Lifeguard Personnel	\$92,759
Front Desk Personnel	\$3,672
Personnel Equipment Cost	\$1,075
Training	\$4,000
Total Labor	\$106,690
Direct Facility Expenses	
Insurance	\$38,787
Repair and Maintenance	\$17,800
Credit Card Fees	\$1,722
Operating Supplies	\$10,680
Chemicals	\$10,514
Advertising	\$5,500
Total Commodities	\$85,003
Utilities	
HVAC	\$5,054
Electricity	\$19,218
Pool Heating	\$24,482
Data/Communications	\$5,184
Trash Service	\$3,120
Water & Sewer	\$22,142
Total Utilities	\$79,201
Programs	
Program Supplies	\$5,321
LG Class Materials	\$0
Food and Beverage	\$9,627
Part-Time Program Staff	\$4,050
Total Programs	\$18,998
Total Operating Expenses	\$289,892
Capital Replacement Fund	\$35,500
Total Expense	\$325,392



Revenue Budget

- Daily Admissions / Memberships
 - \$3.33 per capita expenditure
- Swimming Lessons
 - \$54 per session
- Food and Beverage
 - \$0.50 per capita expenditure
- Facility Rentals
 - Pavilion and facility rentals
 - \$100-\$175 per rental

Revenue Streams



■ Daily Admissions / Memberships ■ Aquatics Instruction Revenue ■ Food and Beverage ■ Rentals

Overall Summary

- Project Cost
- Attendance
- Revenue
- Expense
- Operating Cashflow
- Capital Replacement Fund
- Recapture Rate

	2019	2020	2021	2022	2023
Option 3					
Project Cost	\$7,086,750				
Attendance	35,711				
Revenue	\$143,829	\$146,025	\$162,187	\$163,804	\$173,177
Expense	\$293,548	\$300,943	\$309,992	\$317,600	\$326,040
Operating Cashflow	(\$149,719)	(\$154,918)	(\$147,806)	(\$153,796)	(\$152,862)
Recapture Rate	49%	49%	52%	52%	53%
Capital Replacement Fund	\$35,500	\$35,500	\$35,500	\$35,500	\$35,500
Cash Flow	(\$185,219)	(\$190,418)	(\$183,306)	(\$189,296)	(\$188,362)

*revenue assumes fee increase in years 3 and 5



Executive Summary

- Due to the type of structure, minimal improvements can be made to reconfigure the existing Kiwanis Pool, and the City will continue to have annual maintenance, structure patches and repair costs.
- While the existing Kiwanis pool does have 4,400 sf of water equating to an approximate capacity of 125 to 150 users, it does not have shallow water or more modern aquatic facility thrill amenities to capture a greater number of children, teens and families.
- The preferred option to replace Kiwanis Pool consists of a 6-lane, 25-yard lap pool that include multi-use opportunities for swim lessons, water fitness and recreation, in addition to lap swim. A secondary, shallow water recreational pool with a zero-beach entry, current channel and waterslide would provide enhanced family and recreational amenities to the swimming pool complex.
- Capital cost for option 3 is projected at \$5.5M for construction and \$7.1M for the overall project cost.
- The aquatic facility is projected to recover approximately 50% of its operating expenses through the revenue streams of daily admissions / passes, swimming lessons, concessions and rentals.
- Operating the pool under a temporary enclosure from September to May would increase the non-personnel operating budget by approximately \$144,000.



Questions / Comments





Kiwanis Community Pool
Portland, ME
Feasibility Study
January 16, 2020



Counsilman-Hunsaker
AQUATICS FOR LIFE



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

James H. Gailey
County Manager
Cumberland County
142 Federal Street
Portland, Maine 04101

September 16, 2021

Dear Jim,

In an effort to strengthen collaboration throughout Cumberland County to end and prevent homelessness within the County, the City of Portland requests \$3-\$5 million of ARPA funding be allocated to the proposed 208-bed Homeless Services Center (HSC) to be located at 654 Riverside Street in Portland.

HSC will replace the existing Oxford Street Shelter (OSS), a low-barrier emergency shelter in Portland that serves individuals experiencing homelessness, a significant number of whom are Cumberland County residents. In 2019, over 250 individuals from Cumberland County (excluding Portland) were served at OSS, representing 13,000 bednights. In 2018, we served over 270 clients from Cumberland County (excluding Portland), representing over 14,000 bednights. In addition to a physical space to sleep, clients receive housing navigation services, referrals and housing retention specialists to increase the success of our housing placements.

HSC will be a state-of-the-art, one-story, adult emergency shelter. The new shelter will be open 24 hours a day, 7 days a week with on-site meals and a wide range of services including: health and mental health care, substance use treatment, housing assistance, peer support, case management, employment assistance and more. The new location will be a one-story building, easily accessible to all. Our clients will be able to access the space 24 hours a day and will not need to leave with their belongings. They will have a large day space with an area for meal services, including a kitchen where staff will serve meals. There will be indoor storage lockers, bathrooms and laundry services; clients will be assigned to beds rather than mats on the floor, as is the current practice at OSS. Sleeping areas will have beds where each individual will have a headboard charging station, allowing them a space to keep their phones fully charged to receive calls from potential landlords, employers or outside providers. The bed layout will provide increased ability to physically distance and will provide an increased sense of privacy, as beds will be set in quads.

Homelessness is a regional concern and necessitates a collaborative response; funding partners for HSC currently include Maine State Housing Authority, City of Portland Community Development Block Grant, City of Portland Emergency Solutions Grant (ESG), General Assistance reimbursement, and City of Portland General Fund.. Throughout the pandemic, we have coordinated with our neighbors in South Portland to meet the extreme needs created and exacerbated by COVID-19. We seek to expand this collaboration and spirit of mutual aid across the County. Similar to our data sharing efforts last winter when the County engaged with the Lakes Region to design a plan to solve homelessness in that region. We have commitments from over a dozen agencies to provide services on-site, creating a one-stop model. In its role as a central intake and referral facility, the HSC will leverage these relationships to maximize efficiency of the system's resources. The Homeless Services Center is our path forward to long term solutions beyond the immediate public health emergency.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon P. Jennings".

Jon P. Jennings
City Manager



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

TO:	Councilor Nicholas Mavodones, Chair Members of the Finance Committee
FROM:	Mary Davis, Acting Director Housing and Economic Development Department
DATE:	September 16, 2021
SUBJECT:	Use of American Rescue Plan Funding for Housing - \$2,000,000

Staff is providing the Finance Committee with an overview of funding available in the Housing Trust Fund (HTF) along with an update on the progress of projects in the City's Affordable Housing Development Program.

Housing Trust Fund The HTF has an unencumbered balance of \$2,229,584.89. There are six projects that have Housing Trust Fund commitments totalling \$2,143,999. Phase 1 of the Portland Housing Authority's Front Street project is underway and has been allocated \$555,000 from the HTF. Phase 2 is not yet underway but has been allocated \$370,000. HomeStart's 18 Luther Street project is underway with a \$36,000 allocation. Community Housing of Maine's (CHOM) 83 Middle Street project (\$136,734) and Avesta's 200 Valley Street project (\$497,455) are expected to begin construction in September and October respectively. The Youth and Family Outreach project at 337 Cumberland Avenue (\$500,000) is expected to begin construction in 2022. In July, the City Council allocated \$48,810 to CHOM's 91 Winter Street project.

Other Development Projects. As you know, Request for Proposals for housing development have been issued on four city-owned parcels. The City has entered into Purchase and Sale Agreements (PSA) for three of the parcels and is negotiating a Purchase and Sale on the fourth parcel. In the proposals for the three parcels with signed PSAs, the developers indicated a need for assistance from the Housing Trust Fund totalling \$1,000,000. The developers of the community land trust project on 21 Randall Street, have indicated they may have a funding gap of up to \$900,000 in addition to the original request included in their proposal.

American Rescue Plan (ARP) Funding. In order to maximize the City's ability to leverage the HTF for additional housing development, staff is requesting that up to \$2 million in ARP funding be allocated to housing development - one million from each of the first two tranches of funding.



CITY OF PORTLAND
Health & Human Services

TO:	Jon P. Jennings - City Manager
FROM:	Kristen Dow - Health & Human Services Director Kathy Alves - Facilities Director
DATE:	September 30, 2021
SUBJECT:	ARPA Funding Request - Public Health & Social Services Renovation and Expansion at 39 Forest Avenue

The co-location of key programs from the Health & Human Services Departments Social Services and Public Health divisions to a single, centralized location at 39 Forest Avenue will reduce barriers to those who access vital services as well as enhance organizational efficiency. The much larger physical space at the Forest Avenue location provides opportunities for program expansion as well as increased opportunity for physical distancing to maintain health and safety for staff and service recipients.

The 39 Forest Avenue building spans the width of the block with entrances at 39 Forest Avenue and 100 Oak Street. At 37,000 square feet, the space is large enough to comfortably accommodate both Divisions' staff and the members of the public they serve. The large, flexible space inside the conference and training rooms will allow for expansion of existing offerings and creative opportunities for development of new services. The public health and social service divisions will each occupy one floor with public health clinical services on the first floor and Social Services, Administration and the fiscal team on the second floor.

The building allows for three separate entrances; public entrances to the building on Forest Avenue and a staff entrance on Oak Street. Accessibility ramps at the Forest Avenue entrance and inside the building provide accommodation for people who use wheelchairs and other mobility devices. Additionally, once inside the space at 39 Forest Avenue there is sufficient room to accommodate those using wheelchairs and other mobility devices—something lacking at some of our current locations.

The centralized location of the new building on the peninsula will place the office between Congress Street and Cumberland Avenue, granting access to major bus lines. We will also be able to operate some programs 7 days per week between 8am and 7pm, opening our doors to a wider array of people who work during the day or who need assistance after regular business hours. In addition to the fiscal and logistical benefits associated with co-location of HHS programs, the consolidation of these services in one location will result in reduced barriers for service recipients:

- Improved client access to services - Social Services and Public Health programs often share clients or see the same clients for different services, but don't always realize it. Co-locating our programs would improve our ability as a department to provide low-barrier services to clients under one roof.
- Strategic planning and collaboration - Co-locating services will naturally allow for programs to interact with one another in ways that are presently challenging. Meeting the vital health & human services needs of Portlanders will be improved through greater integration.
- Opportunities for program expansion - In both the Social Services and Public Health divisions, space constraints at current locations limit the opportunity to intentionally and strategically expand programs to meet community need.
- Improved health equity - At a time of increased recognition of the need to reduce health disparities as a means to achieve health equity for all, the co-location of HHS programs will serve to improve services for vulnerable populations. One example of many is that by physically locating the Resettlement Coordinator alongside the Minority Health Program, Portland will be taking a step forward in meeting the culturally and linguistically appropriate services (CLAS) standards to produce improved standards to the New Mainer population.



TO: ARPA Review Committee
c/o Portland Maine City Council
FROM: Portland Downtown
Cary Tyson, Executive Director
DATE: September 14, 2021
RE: Public Restroom Proposal, American Rescue Plan Act Funding

Portland Downtown is proposing American Rescue Plan Act (ARPA) funding be allocated for public restrooms and access to water (water fountains). While we can only comment on the geography of downtown, we recognize this is a citywide need.

There are many options for public restrooms including but not limited to fully assembled site such as those produced by [Greenflush Technologies](#), or the [Sanisette](#) and many, many others. We believe the most practical in terms of both cost and management is the [Portland Loo](#).

Cost of the Portland Loo is modest, relative to such expenditures. The Loo itself ranges from **\$120,000 - \$150,000** depending upon the model. Installation numbers vary depending upon site location, need for property/easement acquisition and access/or to utilities. Given that we currently do not have an agreed upon location, it's difficult to estimate an exact cost for installation but it can run into the six-figures should there not an existing pad, the state of current utilities needs addressing, if the installation is handled by a third party and/or if the existing infrastructure needs to be upgraded, etc. As a comparison, Santa Rosa, CA [recently spent](#) a total of \$268,000 for their Portland Loo and its installation. Included in this submission is detailed information from Portland Loo. This includes estimates of utility work, foundation work, shipping costs and installation bringing the total anywhere from **\$170,000 - \$177,000**.

In an effort to keep costs as low as possible we are suggesting one location for consideration be our downtown parks. This avoids costs such as property acquisition and hopefully limits costs related to plumbing and other infrastructure. For example, the water fountain in Lincoln Park leads us to think the water infrastructure is currently in place and thus likely to keep costs down. There is a history of public restrooms being located in public space so this is in line with past practice. However, we are not strictly opposed to other downtown sites should they be deemed more practical or cost effective.

We believe a minimum of two (2) public restrooms are needed in downtown, one in the Old Port and one in the Arts & Government district. The Old Port is currently where we see the largest influx of tourists who face the needs of access to public restrooms. The lack of year around public restrooms in the Arts & Government district is a deterrent for some potential shoppers as well as an opportunity to address the human needs of residents alike.

While we believe the Portland Loo is the most practical and economical way to address the issue of the need for public restrooms, we aren't wed to the Portland Loo should alternatives be determined as more appropriate or effective.

Further, we are proposing the installation of water fountains in downtown. Access to water addresses one of our most basic human needs, aids in addressing the ongoing health crises, aids in improving quality of place and the visitor experience. We are again suggesting our downtown parks as locations for installation. Again, we don't know the existing status of water line infrastructure which will impact the installation costs, the style of water fountain we are proposing is a modest price, approximately **\$5,000 per fountain**. We are largely agnostic in terms of brand, but we are suggesting a type similar to [THIS EXAMPLE](#). That is, a fountain that offers bottle filling, drinking fountain and a pet station. In particular, we believe that providing pet stations is important to enhancing our status as a community that's walkable and pet friendly.

We recognize that installation comes with ongoing maintenance and expenses such as increased restroom cleaning and water costs. Portland Downtown is willing to contribute to the ongoing costs via an additional line item in our Supplemental Services Agreement or other arrangement that can be worked out upon approval of the initial expense. Opportunities exist for sponsorship of public restrooms. Should the City deem that appropriate, we are willing to pursue such agreements in conjunction with the City and within the parameters set for such opportunities. This could be an opportunity to offset ongoing costs for both entities. The only caveat is that installations must occur within the Downtown Improvement District for us to provide ongoing resources.

Thank you for your consideration of our requests. We remain committed to being a strong partner to the City, its leaders and its citizens.



The Portland Loo

A Unique Solution to a Universal Problem

QUOTE

Date: September 14, 2021
Invoice #: [701]
Customer ID: Portland
Expires: 10/13/2021

To: **Name:** Cary Tyson **Ship to:** Zip Code 04101
City: Portland, ME

Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms
Evan Madden	Truck	FOB Shipping Point	TBD	see attached

Item #	QTY	Description	Unit Price	Line Total
1	1	<u>Portland Loo</u> : Single occupant public toilet. 316 stainless steel posts, panels, louvers, roof and toilet. Aluminum front door. Skylight, 40W heat trace, interior & exterior LED lighting with photoeye and motion sensor control and occupancy counter. Incl. interior 32oz hand sanitizer dispenser and lockable 2-roll toilet paper dispenser with AC power option. (LH/RH door swing and hand wash station to be determined later)	\$136,000.00	\$136,000.00
2	1	<u>Portland Loo</u> with Solar power only option with 3 panel solar, 2 batteries, and solar controller. (LH/RH door swing and LH/RH hand wash station to be determined later)	\$138,000.00	\$138,000.00
3	1	<u>Portland Loo</u> with Hybrid power option with 3 panel solar, solar controller and 2 battery back up. (LH/RH door swing and LH/RH hand wash station to be determined later)	\$138,600.00	\$138,600.00
4	1	Loo Template	incl	-
5	1	Foundation Mounting Hardware	incl	-
6	1	As Built Drawings	\$500.00	\$500.00
7	1	Hand Wash Basin *for standard hand wash station	\$1,500.00	\$1,500.00
8	1	Baby Changing Table	\$1,470.00	\$1,470.00
9	1	Trash Can	\$100.00	\$100.00
10	1	Sharps Container	\$900.00	\$900.00
11	1	Cold Weather Toilet Upgrade	\$4,500.00	\$4,500.00
12	1	Recessed Hand Wash Station with Cold Air Hand Dryer, Tempered Water, and Soap Dispenser	\$6,725.00	\$6,725.00
13	1	Shipping & Handling	\$9,320.00	\$9,320.00

Total	See Above
--------------	------------------

Make all checks payable to Madden Fabrication
 Thank you for your business!

2550 NW 25th Pl. Portland, Oregon 97210 (503)226-3968

Proposal good for 30 days. Madden reserves the right to pass on any material price escalation beyond 30 days.

- 1. Terms of Payment.** 30% at time of order, 50% at time of shipment and remaining 20% Net 30 after receipt by customer.
 - a. Deviation from Payment.** Payment Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyers and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to Madden Fabrication. Madden Fabrication does not accept partial payments, any offsets, credit card merchant fees and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 18 percent per annum or the highest lawful rate applicable, if such rate is less than 18 percent, from the date payment was due. The Madden Fabrication Warranty becomes null and void when payment is more than 5 business days past due.
 - b. Tax.** Unless otherwise indicated on the Madden Fabrication quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state, county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.
 - c. Fees.** Madden Fabrication is not responsible for any fees and or expenses related to licensing, inspections and engineering as required by individual states or local governments.
- 2. Change Orders.** All change orders must be signed by the buyer. Prices stated herein are valid for 1 month from the purchase order date, or two weeks from the purchase order date if unsigned, at which time Madden Fabrication may adjust its price if cost factors warrant. Additionally, any modifications to Madden Fabrication Portland Loo quote to customer, prior to formal approval, may result in a price adjustment. Any modification, to Madden Fabrication Portland Loo quote to customer, after formal approval, requested or required by Buyer for any reason shall be performed by Madden Fabrication at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to Madden Fabrication (ii) within 14 days of receipt of Buyer's description, Madden Fabrication shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to Madden Fabrication in accordance with payment terms.
- 3. Terms of Delivery.** Madden Fabrication will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for a damages suffered by the buyer by reason of such delay, when such delay is beyond Madden Fabrication control. All goods are shipped F.O.B. Portland, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Portland, Oregon. Madden Fabrication has no control over arrival time of shipment, and shall not be responsible for delays in shipments once the goods leave Madden Fabrication plant.
 - a. Procedures for Handling Products.** Madden Fabrication suggested procedures for handling products are as follows:

- i. All Madden Fabrication materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the Portland Loo Installation Procedures submitted with respect to the specified model of Portland Loo restroom facility or component.
 - ii. All material received from, but not manufactured by Madden Fabrication must be handled per the specific handling instructions of the manufacturer of the material.
 - iii. Proper handling equipment its supply and operation are strictly the responsibility of the Buyer.
- 4. Description of Products and Warranty.** The Portland Loo and all its associated components shall be warranted against defects in materials and workmanship for a period for not less than one year from date of final acceptance.
- 5. Time of Shipment and Delivery.** Unless otherwise specified on the purchase order, Madden Fabrication may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a Madden Fabrication shipment order by a Buyer is ready to deliver the goods to the buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.
- 6. Store & Invoice.** If Buyer delays shipment, regardless of the reason for delay, Madden Fabrication is permitted to invoice and the Buyer accepts the obligation to pay Madden Fabrication under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date. Once the order is invoiced, the materials shall become property of the agency/contractor. Further Madden Fabrication may at its sole discretion invoice the Buyer for a 100% of the contract value in addition for a **minimum** of \$2,500 per month of on-site storage per Loo. Deliveries that are delayed by the Buyer may be canceled by Madden Fabrication and the goods returned to Madden Fabrication at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of Madden Fabrication's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipment cost if Madden Fabrication elects to cause the goods to be returned to Madden Fabrication or delivered to another Buyer.
- 7. Cancellation.** Mutual acceptance of the purchase order indicates notice to Madden Fabrication to proceed with the provisions of design service required in completing its fabrication of Portland Loo per this purchase order agreement. Should Buyer cancel its purchase order prior to granting Notice to Proceed in production of the Portland Loo, Buyer shall pay the design fee stated in the purchase order as compensation for design services rendered. Madden Fabrication requires the Buyer to indicate approval of its supply offering by executing the signature page of the Purchase order agreement document and Notice to Proceed. Upon granting Madden Fabrication approval of this purchase order agreement and Notice to Proceed, Buyer accepts responsibility for all costs incurred by Madden Fabrication in producing the Portland Loo for Buyer.

8. Special Orders. All products sold by Madden Fabrication are custom to each particular job. Payments toward any product, once made are non-refundable.

9. Contract Documents. Together with the Purchase Order, the following constitute the “Contract Documents” and the entire contract between the parties, either written or oral: (i) Approved “final” Madden Fabrication purchase order agreement and (ii) Change Order form (if applicable).

10. Attorney Fees. If Buyer fails to pay any amount when due, and Madden Fabrication incurs any expenses in pursuant of collection, Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.

- a. In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues related to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs disbursements, and other expense incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursement, and other expenses that will be reasonably incurred in collecting monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding
- b. This agreement shall be interpreted and enforced according to the laws of the State of Oregon. The parties irrevocably submit and consent to the jurisdiction of the Multnomah County circuit courts of the State of Oregon and the Oregon Federal District Court, with respect to litigation regarding any dispute, claim or other matter related to this contract.

11. Intellectual Property. Madden Fabrication makes and sells the Portland Loo under license from the City of Portland, Oregon. Aside from implied licenses sufficient to install and maintain the Portland Loo purchased by the Buyer under this Agreement, the Buyer’s purchase of the Portland Loo shall not transfer any intellectual property rights pertaining to the Portland Loo, including but not limited to patent, trademark, and copyright rights in the design of the Portland Loo or in the name PORTLAND LOO. All such intellectual property rights shall remain owned by the City of Portland, subject to any licenses or assignments granted or executed by the City of Portland. The Buyer shall have no right to make copies of the Portland Loo, or to sublicense or otherwise commercially use any intellectual property associated with the Portland Loo.

12. Controlling Provisions. The terms and conditions of this Purchase Order shall supersede and control any provisions, terms and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions thereof.

13. Binding Effect. This Purchase Order agreement shall be effective and in force only when signed by Buyer and Madden Fabrication. Madden Fabrication must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representative, successors, and assigns of the parties.

14. Notice. All notices required by this Purchase Order shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; three days after deposit in United States Mail, postage prepaid, registered or certified mail; or on the date transmitted and received by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

15. Modification. No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

16. Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation of the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

17. Severability. The invalidity of any terms or provisions of the agreement shall not affect the validity of any other provisions.

18. Waiver. Waiver of any party of strict performance of any provisions of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or any other provision.

19. Counterparts. This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

X _____

Buyer's Authorized Representative

X ____/ ____ / ____.

Date

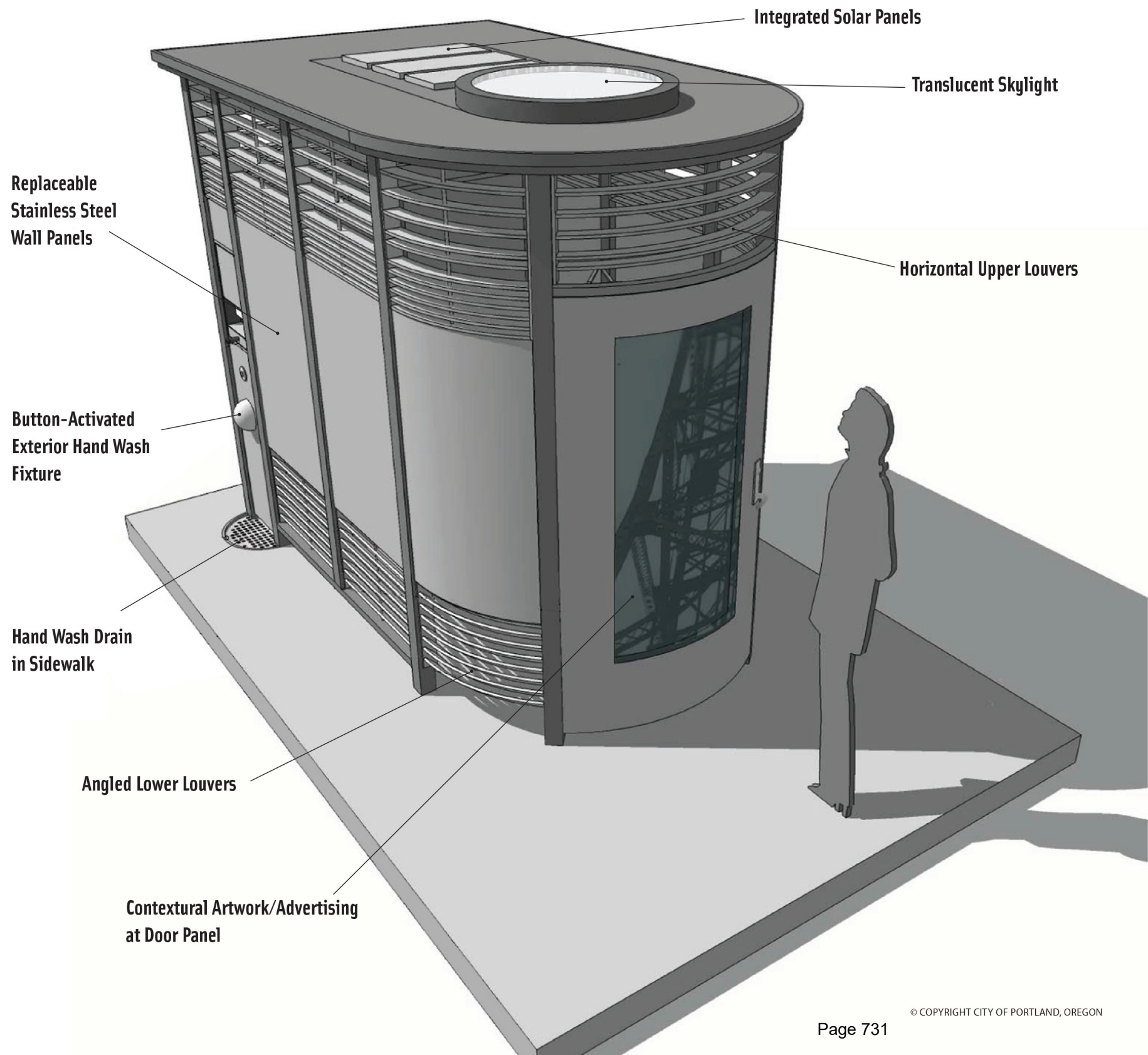
X _____

Portland Loo Representative

X ____/ ____ / ____.

Date

The Portland Loo



LIGHTWEIGHT.

The unit is composed of a minimum of materials. Utilizing stainless steel wall panels mounted to a slim profile steel structure means that the Portland Loo weighs a fraction of a typical restroom and can be delivered on-site as a complete enclosure.

SECURE.

Louvers at the top and bottom of the wall create an interior environment that offers complete visual privacy, while remaining as connected with the outside as possible. The lower louvers are angled to provide law enforcement the opportunity to observe the number of users within the unit without compromising privacy. The unit's hand-washing station is mounted on the exterior to promote shorter use times and to serve the general pedestrian population.

FUNCTIONAL.

The entire unit can be off-grid and lit entirely by solar-powered LED fixtures. Or the unit can be pre-wired for 115 volt AC power. At night a gentle light washes the exterior until it is occupied, at which time the interior lights activate and the exterior lights dim, announcing that it is in use. All of the cleaning and maintenance implements, as well as electrical components and solar batteries, are housed in the cabinet at the rear of the unit.

The Portland Loo

offers high durability and a unique and balanced blend of privacy and security, all at a cost that is a fraction of current stand-alone restroom models.

- Affordable
- Design deters illicit activity (CPTED)
- Durable/vandalism resistant
- Easy to service/replace damaged components
- Site almost anywhere (with water and sewer hookup)
- Designed to be open 24/7 without an attendant
- ADA accessible
- Sustainable/Solar-powered



Space available on exterior rear panels for graphics or advertising



Solar mechanics accessed through rear panel



Interior view



Exterior hand washing area



Solar panels and skylight on roof

The Portland Loo



www.theloo.biz

CONTACT:

Evan Madden
503-298-6032

emadden@theloo.biz



The Portland Loo

Innovative Public Restroom Design



*A Unique Solution
to a Universal Problem*

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09/2009



Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

September 13, 2021

Mayor Kate Snyder & Portland City Council
City Hall, Portland Maine
via: online submission

RE: The Portland Water District requests \$555,429 ARPA funds to replace Water and Sewer Mains on Concord Street

Portland Water District (District) is writing to request \$555,000 in supporting funds from the ARPA funds program for the replacement of water and sewer mains on Concord Street. This project was recently bid due to a failed City gravity sewer. The City of Portland contacted the District this past May, asking to fast-track a water main replacement due to a collapse sewer main. The District's 1957, 2.25" cast iron water main that services 13 customers needed to be relocated for the City to replace the existing sewer. The District bid the project and received bids (attached) from 3 contractors. The water main portion of the project is \$411,000, and the City's sewer main replacement is \$144,000. This project is expected to start next week.

Approval of the Portland Water District's request for \$555,000 will benefit both the City of Portland sewer ratepayers (\$144,000) and the District's water ratepayers (\$411,000) while updating the aging infrastructure on Concord Street.

Very Truly Yours,

Louise Douglas
President of the Board of Trustees

Carrie Lewis
General Manager



Water and Sewer Main Replacements in Concord St., Portland Bid Tabulation

Item No.	Description	Unit	Storey Brothers, Inc.		Gorham Sand & Gravel		Pratt & Sons Inc.	
			Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
W-1	Temporary Water Sytem	LS	\$45,050.00	\$45,050.00	\$17,010.00	\$17,010.00	\$75,000.00	\$75,000.00
W-2	6" D.I. Water Main	LF	\$465.00	\$4,650.00	\$0.01	\$0.10	\$500.00	\$5,000.00
W-3	4" D.I. Water Main	LF	\$435.00	\$206,625.00	\$407.00	\$193,325.00	\$500.00	\$237,500.00
W-4	6" Gate Valve	EA	\$3,350.00	\$3,350.00	\$2,435.00	\$2,435.00	\$3,000.00	\$3,000.00
W-5	4" Gate Valve	EA	\$1,950.00	\$1,950.00	\$2,265.00	\$2,265.00	\$2,500.00	\$2,500.00
W-6	1-inch Air Release Valve	EA	\$1,420.00	\$1,420.00	\$1,885.00	\$1,885.00	\$4,000.00	\$4,000.00
W-7	1" Copper Service - Long Side	EA	\$9,380.00	\$56,280.00	\$3,975.00	\$23,850.00	\$7,500.00	\$45,000.00
W-8	1" Copper Service - Short Side	EA	\$6,245.00	\$37,470.00	\$2,995.00	\$17,970.00	\$5,000.00	\$30,000.00
W-9	Rock Removal	CY	\$0.01	\$4.25	\$0.01	\$4.25	\$200.00	\$85,000.00
W-10	Gravel Borrow	CY	\$50.00	\$10,000.00	\$102.00	\$20,400.00	\$30.00	\$6,000.00
W-11	Hot Mix Asphalt - 19mm	TON	\$250.00	\$32,500.00	\$150.00	\$19,500.00	\$250.00	\$32,500.00
W-12	Remove/Reset Granite Curb	LF	\$61.00	\$4,880.00	\$51.25	\$4,100.00	\$80.00	\$6,400.00
W-13	Asphalt Sidewalk	SY	\$115.00	\$3,450.00	\$79.00	\$2,370.00	\$50.00	\$1,500.00
W-14	Foreman	HR	\$60.00	\$600.00	\$80.00	\$800.00	\$75.00	\$750.00
W-15	Laborer	HR	\$40.00	\$400.00	\$50.00	\$500.00	\$50.00	\$500.00
W-16	Excavator w/Operator	HR	\$110.00	\$1,100.00	\$280.00	\$2,800.00	\$150.00	\$1,500.00
W-17	Loader w/Operator	HR	\$90.00	\$900.00	\$170.00	\$1,700.00	\$125.00	\$1,250.00
W-18	Dump Truck w/Operator	HR	\$70.00	\$700.00	\$100.00	\$1,000.00	\$80.00	\$800.00
Water Main Bid Total			\$411,329.25		\$311,914.35		\$538,200.00	
603.1	Sanitary Sewer Pipe Bursting With HDPE Pipe	LF	\$200.00	\$83,000.00	\$590.00	\$244,850.00	\$550.00	\$228,250.00
604	Manholes and Basins	EA	\$6,900.00	\$20,700.00	\$8,050.00	\$24,150.00	\$10,000.00	\$30,000.00
632	Wyes	EA	\$2,800.00	\$39,200.00	\$1,200.00	\$16,800.00	\$1,000.00	\$14,000.00
633	House Sewer Laterals	LF	\$120.00	\$1,200.00	\$175.00	\$1,750.00	\$2,500.00	\$25,000.00
Total of Sewer Bid			\$144,100.00		\$287,550.00		\$297,250.00	
Basis of Award			\$555,429.25		\$599,464.35		\$835,450.00	
Total of PWD and City of Portland Bids			\$555,429.25		\$599,464.35		\$835,450.00	

Prepared 8/5/21
By Patrick Fitzgerald, Purchasing Agent, Portland Water District



SUPPORTING LOCAL CHILD CARE PROGRAMS

CITY OF PORTLAND BLUEPRINT FOR ARPA FUNDS

WHY INVEST IN CHILD CARE IN PORTLAND?

High-quality child care is essential for a vibrant, thriving county. It provides a powerful pathway to growing the human capital of a prosperous and sustainable community. It strengthens the workforce and local economy by allowing parents to work, build a career, and pay their bills. It also provides young children with experiences that support school readiness and nurture their cognitive, social, and emotional growth.

In recent months, the value of early care and education has become top-of-mind for many members of our community, including those who struggle to balance remote working while home with young children. The lack of high-quality early care and education in Portland has been negatively impacted by COVID-19.

Cumberland County Children's Data

(2021 Maine Kids Count Data, <https://www.mekids.org/priorities/kids-count/>)

1. Prior to Covid-19 over 12,500 children under 6 had all available parents in the workforce
2. Around 50 child care sites were enrolled as a level 3 or higher on Maine's Quality Ratings Scale prior to Covid-19
3. Cumberland County had by far the lowest rate of children attending public preschool in 2020 (around 500 children prior to Covid-19)
4. Additionally, the county's rate of children in high-quality child care sites fell during 2019-2020

Maine State Child Care Data

(State of Maine Child Care Survey Spring 2021, <https://www.maineaeyc.org>)

5. Less than 20% of child care programs had their financial needs met through current federal relief funding
6. 43% of family child care programs cited a growing waitlist to be their biggest challenge, while 58% of child care centers cited staff shortages
7. 44% of child care centers are operating at a deficit while 29% of family child care providers are operating at a deficit

HOW TO INVEST?

Language per the Department of Treasury’s Interim Final Rule on State and Local Fiscal Recovery Funds (*Recommended uses of funds for the City of Portland in Blue*)

Addressing Educational Disparities

Eligible services include new, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services.

Provide Cumberland County’s Head Start agency with funding to expand partnerships with community-based child care programs, to include costs to support access and quality including, but not limited to, wages, materials, coaching/training

Promoting Healthy Childhood Environments

Eligible services include new or expanded high-quality child care to provide safe and supportive care for children.

Invest in a Child Care Business Incubator program to support a cohort of new entrepreneurs with the tools to start a successful business, develop their early childhood education philosophy, and navigate the licensing process

Build upon Portland’s CDBG Childcare Voucher Collaborative, which offers child care scholarship assistance to some of Portland’s low-to-moderate income families, to include additional providers

Provide grants for new child care start-up programs or existing child care expansions including costs for renovations, construction, materials, equipment, hiring, licensing, leasing, staff compensation

FOR MORE INFORMATION

If you would like to learn more about the opportunities above, please feel free to contact either Katie or Heather for more details:

Katie Soucy,
Starting Strong Director
Portland ConnectED
ksoucy@portlandconnected.org
(651) 329-0306

Heather Marden,
Policy Director,
Maine Association for the Education of Young Children
heather@maineaeYC.org
(207) 489-2187

For additional reading:

Portland Press Herald Policy Matters: Child Care
<https://www.pressherald.com/policy-matters-child-care/>

Another labor crisis hits Maine: Parents can't find child care
<https://www.pressherald.com/2021/05/30/another-labor-crisis-hits-maine-parents-cant-find-child-care/>





Building a Brighter Future:

Expanding Portland's Early Childhood Education, Workforce, and Affordable Housing Capacity Proposal Narrative

Brief Project Summary & Request:

Portland's workforce infrastructure requires access to quality childcare for working parents --- especially low-income parents. This expansion and housing project will provide space to increase Youth & Family Outreach's (YFO) comprehensive early childhood educational and family support services, create affordable housing and double child and family education enrollment, a two-generation approach to ensure family stability.

YFO's History and Service Overview

Mission Statement: *Youth and Family Outreach creates opportunities that enhance independence and learning to support the quality of life for children, youth, and families in Greater Portland.*

Specifically, Youth & Family Outreach (YFO) is a comprehensive, high-quality early childhood education program that transforms the lives of young children and supports parent workforce participation to build strong a community. YFO has a rich, unwavering history of meeting the needs of Portland's children, teens, and families since 1844 initially as a community outreach mission of the Portland Ministries at Large working to prevent homelessness.

As a long-standing partner in the West Bayside community, YFO, since 1986, and in its current form, operates a full-day, full-year non- profit early care and education program serving children six weeks to five years of age and their families with the primary goal to alleviate the effects of poverty, ensure children are prepared to succeed in K-12 education, and parents complete their education and enter the workforce. Dedicated to diversity, YFO trains and hires 50% of its teachers from the immigrant community.

YFO is licensed by the state, accredited by the National Association for the Education of Young Children, and has received the highest rating for Maine's Quality Rating System. Hiring, retaining, and advancing the careers of quality early childhood educators is a priority at YFO.

YFO currently serves 58 infant, toddlers and preschool-age children and their parents and family members in full-day, year round educational programming. In addition, YFO was the first community-based childcare provider that offered a public Pre-K program in partnership with the Portland Public schools, utilizing a high-quality, evidence-based and aligned curriculum to ensure children are prepared to successfully transition into K-12 education.

Sustainable Business Model

YFO has managed a sustainable business model of services by enrolling 60% of children and their families living at or below poverty and 40% from a variety of incomes using a sliding scale. By carefully applying childcare subsidies and benefits to support eligible low-income families and with private tuition, and public preschool partnership funds. YFO's sustainability initiatives are designed to create a vibrant, nurturing community now and into the future. We collaborate to increase the efficiency of operations and seek groundbreaking approaches to improve services. We partner with community organizations, citizens, and businesses working to create economic opportunities for families and lift them up out of poverty.

We are innovative and promote actions that will make YFO resilient in the face of a changing climate. Our Building a Brighter Future capital campaign and Joint Development Agreement with Portland Housing Authority is exactly one of those actions. Taking our already sustainable business model and bringing it forward into this expansion and partnership will further our efforts of sustainability by adding shared rental income to our revenue streams. As has been demonstrated many times over the years, Youth and Family Outreach will engage in every opportunity to diversify our revenue streams, while building a strong, connected community.

A Model for Workforce Diversity & Inclusion

The YFO location is key to ensuring accessibility to families that are displaced or underserved, many of whom rely on public transportation or attend by foot. YFO uniquely fosters a culturally responsive environment: 50% of its children come from diverse racial/cultural communities and speak multiple languages. Half of YFO's teachers are from these same communities and use languages other than English with all children and their families.

YFO serves as not only a training and workforce development opportunity for immigrant families with young children but fosters empathy and builds strong relationships in and out of the classroom. With support from Department of Labor, several YFO immigrant staff have completed their degrees and certifications and currently four staff members working toward their professional degrees. YFO not only sets an example of cultural diversity for its students but supports the economic and workforce development that our diverse community needs, addressing racial equality and wage gaps for women and people of color.

Wrap-Around Services through Partnership

YFO offers a nationally recognized child nutrition program where all children eat a healthy family-style breakfast, lunch, and snack with classmates and teachers. Environmental sustainability is core to YFO's pedagogy and operations, therefore YFO buys all local food (and grows a little themselves), cooks creative and healthy meals from scratch, while teaching the students to respect the natural world. This unique nutrition program partners with local producers, uses only whole ingredients and is good for our planet. A collaboration with Cooking Matters extends nutritional support to families through evening classes, teaching nutrition and low-cost meal planning.

To serve the needs of the whole family, YFO engages in strategic partnerships to provide critical services to children and families. Partners provide free Public Pre-K, an on-site social work intern, workshops for families and children in nutrition, music education, parenting, language, and literacy support training for staff, and more. Service partners include Educare Central Maine, the Greater Portland Immigrant Welcome Center, Opportunity Alliance, Portland Public Schools, University of Southern Maine, Portland Housing Authority, Maine Behavioral Health, SnapEd, Palaver Strings, Fedcap, Greater Portland United Way, Portland Public Library, Portland Ovations, and Portland Museum of Art. (Memoranda of Understanding from Portland Public Schools and Portland Housing Authority is available upon request).

Key Partner

The Portland Housing Development Corporation (PHDC) will be our key partner in this project. PHDC was created in 1983 as the real estate development arm of the Portland Housing Authority. PHDC creates new affordable housing in Portland while also preserving affordable housing through renovation or re-development. Their staff has over 15 years of experience in community planning, finance, sustainable design and construction. PHDC creates communities that are affordable, environmentally responsible and strive to empower residents and bring people together as a community through integrated support services.

Portland's lack of affordable housing exacerbates the financial strain on moderate or low-income families raising young children as noted in data from the recent City of Portland's 2018 Biennial Housing Report: Portland Housing Authority has a waitlist and 47% of renter-occupied households and 29% of owner-occupied households pay over 30% or more of their income towards housing costs. When this project is complete there will be 60 affordable apartment units.

Expansion & Housing Project Need:

An estimated 3,910 children under five live in Portland with more than half living in poverty. YFO's home, West Bayside, is a densely populated neighborhood (12K people/per sq. mile) with 36.4% of residents living in poverty (compared to 15.9%/Portland). Nearly 75% of all West Bayside residents are foreign-born and 9.4% speak English "not well or not at all." (*City-Data.com, Census*)

As a community anchor institution, YFO effectively engages at risk parents and exposes their young children to evidence-based high-quality early education. Such exposure is a proven way to bolster a child's brain and social-emotional development, resulting in improved school-readiness and other outcomes over that child's lifetime. Families from all income levels make up the YFO waitlist of roughly 100 families, however, families living in poverty have more barriers to achieve educational success and are more likely to experience toxic stress and trauma. Early exposure to quality care can mitigate the deleterious effects of trauma and poverty (*Harvard's Center for the Developing Child*), therefore YFO is committed to reducing the wait list for those most in need first.

Portland's lack of affordable housing exacerbates the financial strain on moderate or low-income families raising young children as noted in data from the recent City of Portland's 2018 Biennial Housing Report: Portland Housing Authority has a waitlist and 47% of renter-occupied households pay over 30% or more of their income towards housing costs.

Workforce Development & Participation Barriers

Cumberland County has the highest rate of all parents with young children working statewide with 76.7%. (*Compared to 71% statewide- 2019 Kids Count Data*). Providing working parents full-day, full-year quality childcare ensures employee productivity as well as the ability of employers to attract and retain talent. A recent survey conducted by the Chamber of Commerce and region's United Way surveyed 125 greater Portland-based employers and found that:

- 70% of employees struggle to find affordable quality childcare.
- 88% either strongly agree or somewhat agree that increasing access to quality childcare should be a priority for our community.

Expansion Project Plan & Timeline

To address the enormous need in Greater Portland for quality early care and education, YFO conducted a feasibility study in the fall of 2019 and subsequently entered into an agreement with Portland Housing Development Corporation (PHDC). Together, YFO and PHDC have embarked on an ambitious plan that will transform the West Bayside community in Portland, and which is founded on the belief that a safe and affordable home, high-quality early childhood care and education, and culturally-inclusive family support will increase the opportunity for more families to grow and live with a sense of place, purpose, well-being, and financial stability.

The complete project includes **Three Phases**:

Phase 1: Property Acquisition of adjacent property formerly Maria's Restaurant: Completed on March 21, 2019;

Phase 2A: Submit and acquire Maine Housing Application Funding award: May 2020 to December 2020: Project was fully approved by the City of Portland in November 2020.

Phase 2B: YFO to secure signed pledges and/or cash and/or stock gifts to build out and equip the New and Renovated Program Space for direct services expansion: (\$800M in cash and pledges required by the end of January 2021; an additional \$800M by June 2021; final \$1M by January 2022);

Phase 3: Expand Early Childhood & Family/Community Education: June 2021 to December 2022

- Demolish the adjacent (Restaurant) building; and
- Construct and Implement 12,518 sq. ft of new and renovated education and community space:
 - Double the number of available childcare slots – from current 58 slots to 107 slots. Providing quality early care and education to an additional 23 infants and toddlers and 24 Preschoolers
 - Integrate renovated Chapel community space to allow for fuller wrap around services delivered by partners.
 - Bring a 11 new full-time jobs to the neighborhood.
- Provide 60 eligible families with safe, accessible, and affordable homes that honor Portland's rich and growing diversity.
- Expansion Project Grand Opening: September 2023.

YFO's leadership would welcome the opportunity to discuss this proposal with city staff, councilors and committee members. Access a portion of the recent American Rescue Funds that the city has received would be a significant to our fundraising efforts. We are keenly aware of the tremendous level of need that has risen in our state and community since the pandemic began, and we are therefore grateful for the opportunity to submit this proposal and for your consideration.

Sincerely,



Camelia Babson-Haley, Executive Director

enc.: YFO brochure with case for support



Youth and Family Outreach



Driven to Serve

Youth, Family, Community

With roots tracing back more than 150 years, Youth and Family Outreach is built on compassion and driven to meet the needs of Portland's children and families. Today, we are focused on early childhood education. We consciously prioritize homeless, teen and immigrant parents to provide them with quality care that sets a strong foundation for future success in school, work, and life. These early, vulnerable years are a time of such promise and possibility. By exposing young people to high

quality environments and diverse, caring relationships, we can bolster their brain wiring and social emotional development that sets them afoot on the path out of poverty.

In Portland, the waitlists for early childcare are hundreds long. And the cost for many families, especially those who are already struggling to make ends meet, is prohibitive. At Youth and Family Outreach, we give 60 children the gift of a strong start.

90% of brain development happens before children enter kindergarten

Source: First Five Years Fund, www.ffyf.org

When a child enters kindergarten ready for school, there is an 82% chance that child will master basic skills by age 11, compared with a 45% chance for children who are not school ready.

Source: First Five Years Fund, www.ffyf.org

The Program

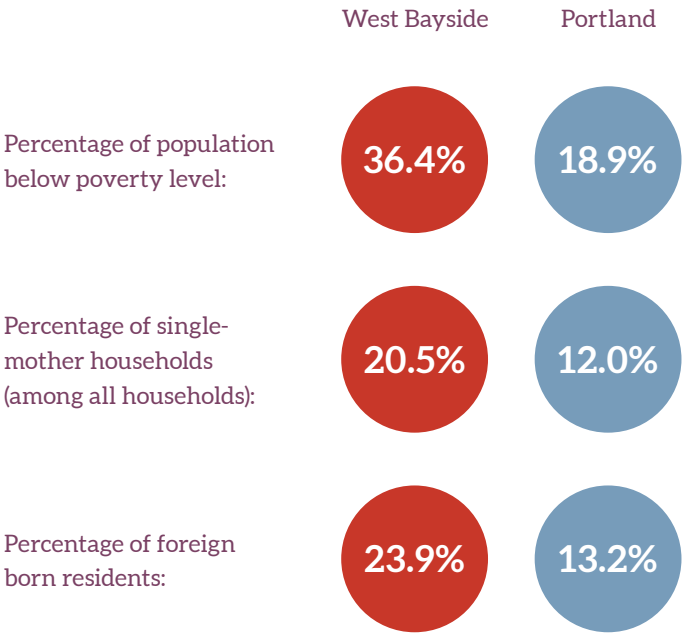
The future for not only our youth but the betterment of our community begins in the early formative years as we set the stage for reading comprehension, vocabulary and crucial social-emotional development. Staff meet training requirements for universal design, social emotional development, trauma informed practice, assessment tracking, and more. We are not only state licensed but accredited by the National Association for the Education of Young Children (NAEYC) and a level 4 on Maine's Quality Rating and Improvement System – the highest rating possible. Quality at YFO is not negotiable.



Rooted in Bayside

Our location in the heart of Portland's Bayside neighborhood allows for invaluable enrichment. We are within walking distance to the Portland Public Library, farmers market, Children's Museum, Portland Museum of Art, Merrill Auditorium, Portland's working waterfront, and more. Our community is truly an extension of our classroom.

Moreover, our location is key to ensuring accessibility to families that are displaced or underserved, many of whom rely on public transportation or come here by foot. West Bayside has almost twice as many foreign born residents as other Portland neighborhoods. Furthermore we have a higher concentration of households living in poverty, with all adults working, compared to the rest of Portland. Our immediate community is families who are employed or in school. It's imperative that they have consistent and high quality environments for their children.



Source: <http://www.city-data.com/>





1 in 4 children in Maine are considered to be food insecure.

Source: Coleman-Jensen, 2016

75% of food served at YFO comes from New England farmers and producers.



Teaching and Feeding the Whole Child

Hungry children can't focus and learn. Maine ranks 1st in New England, and 18th in the nation, for child food insecurity (*Educate Maine, 2016*). YFO has a nationally-recognized child nutrition program where all students eat a healthy family-style breakfast, lunch, and snack with their classmates and teachers. Our nutrition program is mindful of our community's resources, set in sound nutrition, uses only whole ingredients and is good to our planet. A collaboration with Cooking Matters extends nutritional support to families through evening classes, teaching nutrition and low-cost meal planning.



Wrap-Around Services through Partnerships

At YFO we know that a family needs to feel supported, be well fed, and have access to resources in order to be successful. Families living in poverty have more barriers to achieve that success and are more likely to experience toxic stress and trauma. To serve the needs of the whole family, YFO engages in strategic partnerships to provide much needed services to children and families. Partners provide an on-site social worker, workshops for families and children in nutrition, music, parenting, language and literacy support, training for staff, and much more. At YFO, our families get more than early education for their children, they get comprehensive support from our partners, and an ally in parenthood.



The People

What makes YFO unique is the people.

We are of and for our community and both our student population and our teachers reflect that. YFO embraces the positive contributions to our lives and community that comes from experiencing people of different backgrounds.

Our Community



of children at YFO are from families living at or below the poverty level.

- **60** children ages 6 weeks to 5 years and their families are enrolled in year-round, full day services and supports at YFO;
- **33%** of children have an identified special or mental health need;
- **50%** of our children are from diverse racial and cultural communities in which multiple languages are spoken;
- **95%** of our families are working or enrolled in school. The remaining **5%** are actively searching for jobs.



8 of the 16 YFO teachers incorporate language other than English from their home country as a means to communicate with students and families who are non-English speakers, as well as enhance the center's educational programming.



Strengthening Our Workforce

Relationships are key for our youngest learners. Hiring, retaining, and advancing the careers of quality early childhood educators is a priority at YFO. With support from YFO and the Department of Labor we have four staff members working toward their degree. In this way we not only set an example for our students, but we support the economic and workforce development that our community needs, addressing wage gaps for women and people of color.





As the Need Grows, So Will We

Maine is in the midst of a childcare crisis. 68.5% of Maine children under age 6 live in households with all parents working, but the average cost of care for one infant is 92.6% of the cost of tuition and fees at a 4-year Maine college. While the need for childcare grows, the number of licensed family childcare facilities has dropped 37% in the last 10 years. In addition, fewer and fewer childcare centers participate in the Child Care Subsidy Program. Investing in quality early care and education so that it is accessible and affordable for all families in Maine is essential to a healthy economy (*Maine Public Digital*, <https://projects.mainepublic.org/child-care-deep-dive>).

100+

We maintain an average wait list of 100 children.

To address the enormous need for expanded quality early care and family support, YFO has purchased the adjacent property (formerly Maria's Restaurant) and embarked on an ambitious plan to double our full-year student enrollment.

Our **Building a Brighter Future Campaign** will fund the design and building of a new structure on the newly acquired property, renovate our existing facility, create innovative green outdoor learning space, and expand programming to serve 110 students and their families.

To learn more about how you or your organization can help Build a Brighter Future for Greater Portland's most vulnerable young children, contact:

Camelia Haley,
Executive Director
Camelia.HaleyYFO@gmail.com
(207)874-1073
yfoutreachme.org

Every \$1 invested in early care and education yields \$7 - \$16.

Source: Grunewald, Rob, and Art Rolnick. "Early Childhood Development = Economic Development." *Fedgazette*, vol. 15, no. 2, 2003.



Our Mission

Youth and Family Outreach creates opportunities that support learning and enhance the quality of life for children, teens, and families in Greater Portland.



Youth & Family
Outreach

331 Cumberland Avenue
Portland, Maine 04101
207-874-1073
yfoutreachme.org



Design and Photography by Polychrome Collective



Building a Brighter Future

A Campaign for Youth & Family Outreach
co-chaired by Michael Bourque and Nancy Brain

As childcare providers across the state were forced to shutter, the critical importance of the childcare industry has become ever more apparent during the COVID-19 pandemic. The Center for American Progress reported on May 5, 2020 that as a result of COVID-19, Maine stands to lose 48% of its childcare provider supply and 22,814 licensed childcare slots.

Youth & Family Outreach (YFO) recognizes the gravity of this situation. We are actively engaged in advocating for the recovery of the early childhood field. By creating an additional 49 childcare slots through our expansion, we are providing a solution to help our community adapt to the new world we're living in.

The long term economic impacts of COVID-19 will make providing affordable, quality childcare services imperative for families looking for jobs and participating in the Greater Portland workforce.

In the fall of 2019, YFO conducted a feasibility study to explore how to address the already enormous need in Greater Portland for quality early care and education. To best expand and serve the needs of families, YFO chose to move forward in partnership with the Portland Housing Authority (PHA).

Together we are embarking on an ambitious plan to increase the opportunity for more families in our community to live with a sense of place, purpose, well-being, and financial stability.

A Space to Grow

The “Building a Brighter Future” Campaign includes three phases:

- 1

Acquisition of Adjacent Property

Completed on March 21, 2019;
- 2

Planning & Design

January 2020 to June 2021
Planning for the construction of a state of the art new sustainable childcare facility by achieving the Living Building Challenge and Passive House Certification.

These two programs will ensure that the new building will be designed to the highest level of energy efficiency, saving over 50% of energy cost, from a typical building, utilize healthy and sustainable materials, and create a connection to nature and the surrounding community.

- 3

Expand Early Childhood Education & Affordable Housing

June 2021 to June 2022

 - Provide quality early care and education to an additional 23 infants and toddlers and 24 Public Pre-K and preschoolers—doubling current capacity
 - Provide 60 eligible individuals and families with safe, accessible, and affordable homes that honor Portland’s rich and growing diversity
 - Integrate community learning space and services for children, families, and childcare providers in the region.

Shared Purpose: Existing partner programs will continue to serve families in the expanded community space, including The Opportunity Alliance, Maine Behavioral Health, The Greater Portland Immigrant Welcome Center, FedCap, SnapEd, University of Southern Maine, Cooking Matters, Palaver Strings, Portland Museum of Art, and Portland Public Schools. New partners will be strategically engaged to elevate economic opportunity and foster family stability.



4,066
square feet of renovated facility space
(in the chapel)

5,452
square feet of new facility space

3,000
square feet of green playground space

A Stablizing Beacon for the Bayside Neighborhood

Demolish the adjacent structure and build a new, fully accessible, energy efficient, 6-story building attached to the existing renovated chapel with state-of-the-art childcare space and 60 housing units:

- 12,518 square ft of new & renovated program space to include:
 - > play therapy, gross motor and project rooms
 - > family welcome center
 - > 9 new & renovated classrooms, half of which are for infants and toddlers
- 60 mixed income family units, broadening our scope as a service hub for local families.
- Expand nationally recognized nutrition program
- 1,697 square ft of family, community, & provider programming space

Developing affordable housing will allow YFO and PHA to secure significant outside investment and Low-Income Housing Tax Credits, reducing the capital campaign budget required for YFO.

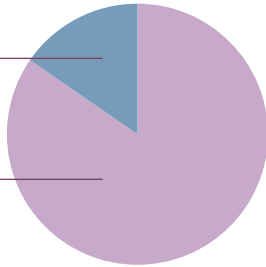


\$18.35 MILLION

COLLABORATIVE PROJECT:

\$2,952,000 for YFO facility space and programming expansion

\$15,400,000 million for 60 housing units



\$2.95 MILLION

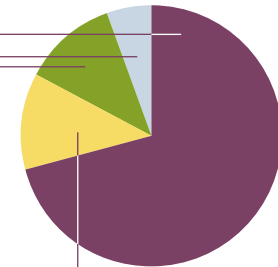
YFO CAMPAIGN:

\$2,091,000 million for YFO expansion and renovation

\$161,000 educational equipment, curriculum & materials

\$346,000 children’s scholarship endowment

\$354,000 outdoor play spaces



We Need You

Immediately upon completion this project will increase the availability of affordable homes, childcare and educational opportunities for Portland's working families. Over time, this project will serve as an integrated model for developing greater cultural understanding and social equity from birth through higher education, thereby strengthening workforce development, family stability, and community cohesion.

Your charitable gift, or organization's support can make a huge impact for Greater Portland's most vulnerable young children and their families. To learn how you or your business can help us Build a Brighter Future, please contact:

Camelia Babson-Haley
Executive Director
Camelia.HaleyYFO@gmail.com
(207) 874-1073
yfoutreachme.org



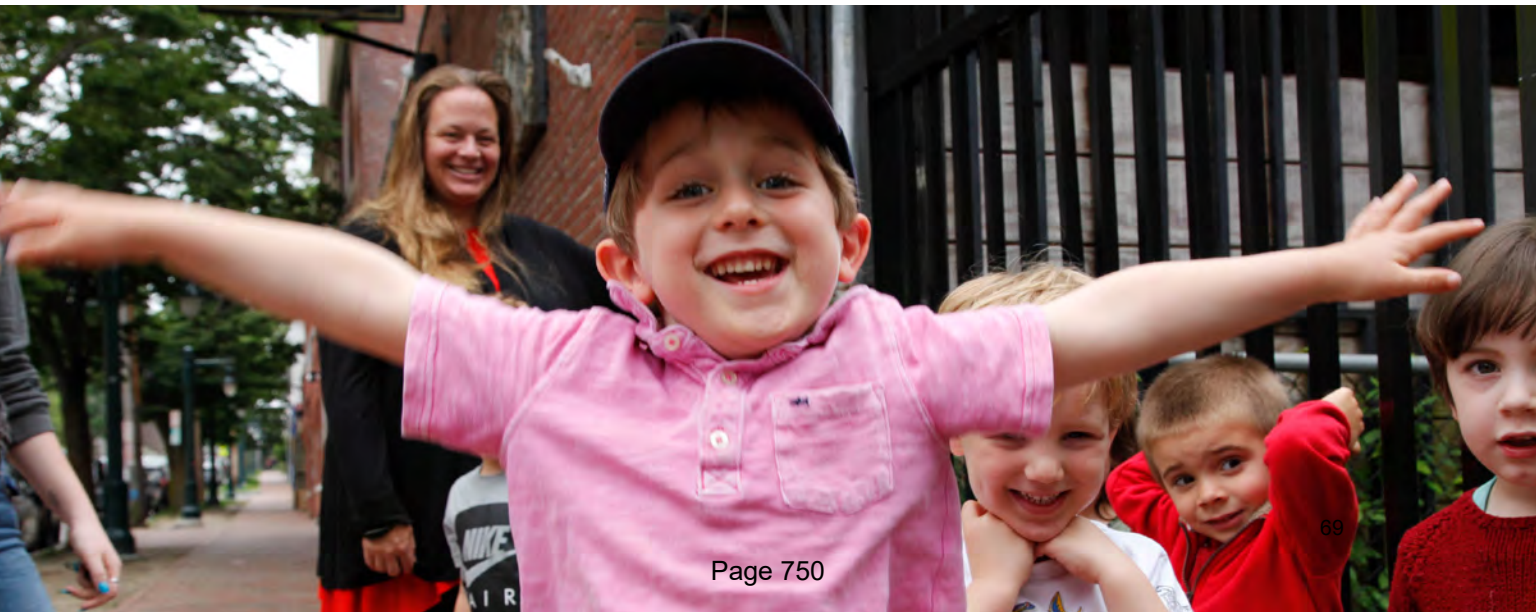
Board of Directors
& Campaign Committee
Amy Grommes Pulaski
Board President,
Grommes Pulaski Consulting
Melissa Cilley
Board Vice President,
Apex Youth Connection
Owen Patrick
Interim Board Treasurer,
Hannaford Bros.
Lindsay Chard
Board Secretary,
Portland Symphony Orchestra
Thomas Marczak
Campaign Chair, MaineHealth
Emily Dupraz
Pierce Atwood
Georgia Jenkins
Good Shepard Food Bank
Emily Liebling
Portland Public Schools
Brenda Norris
Special Education Teacher, Retired
Elise Malongi
Portland Community Squash
Elizabeth Pope
The Davis Education Foundation
Elisabeth Snell
The Muskie Institute for Public Service

Campaign Co-Chairs
Michael Bourque
CEO, MEMIC
Nancy Brain
Frances Hollis Brain Foundation Fund
at the Maine Community Foundation

Campaign Advisory Council
Weston Bonney
Peoples Heritage Financial Group,
Retired
Ana Hicks
Anti Poverty Policy Expert
Marie McCarthy
L.L. Bean
Victoria Rogers
MaineHealth

Campaign Friends
Laurel Getz
PR Consultant
Holly Martzial
Mindwell Marketing

in memory of Alain Nahimana
Leader, Friend, Supporter





CITY OF PORTLAND
Housing and Economic
Development Department

Memorandum

To: Brendan O'Connell, Finance Director

From: Bill Needelman, Waterfront Coordinator

Date: September 16, 2021

RE: ARPA funding for the Public Landing at Ocean Gateway

CC: Jon P. Jennings, City Manager
Mary Davis, Acting HED Director
Kathy Alves, Public Buildings and Waterfront Director
Ethan Hipple, PR&F Director

Introduction:

The need for expanded public landing facilities in Portland has been discussed publicly and privately within the Portland Harbor and Island communities for decades. To meet the growing needs of recreational and commercial boaters and to mitigate against significant shortcomings in the existing facilities, city staff is recommending a new public landing to be constructed within the Ocean Gateway marine passenger terminal complex. The project is estimated to cost \$400,000.

Purpose and Need:

Portland Harbor is one of Maine's busiest water bodies, but has an inadequate supply of full tide access to transient berthing for public use. Currently, the boating public has only one option for short-term tie up in Portland at Maine State Pier. The Maine State Pier landing is typically over capacity and has inadequate landside pickup and drop off facilities for safe and convenient use.

The COVID-19 pandemic raised the need for public landings in Portland Harbor. Boating, as a pandemic-safe activity, rose dramatically. Likewise, Casco Bay Island communities have always relied on private vessels for a portion of their everyday commuting and transportation needs. The pandemic increased islander demand for private boating infrastructure as a perceived safer alternative to crowded ferries.

Project Description:

The Public Landing at Ocean Gateway is proposed to be located east of the Ocean Gateway terminal, near the "paint building" which currently houses the Maine Narrow Gauge Museum.

The site is located proximate to the newly improved “Amethyst Lot” openspace and served by the existing Ocean Gateway vehicular turnaround.



The Public Landing at Ocean Gateway project consists of final design, permitting, and construction. Landside improvements would include construction of a concrete pad and pedestrian walkways. Pedestrian access to the dock would be provided by a 50-foot aluminum gangway ramp. The dock itself would be assembled from already owned recycled concrete floats secured to steel pilings and mooring dolphins. The completed facility would provide +/- 240 linear feet of public transient berthing.

Project construction costs are estimated at \$357,800. Final engineering, design, and permitting is estimated at \$37,400. Rounding up, total costs to complete are estimated at \$400,000



NOTES

1. SURVEY DATA INCLUDED FOR REFERENCE ONLY, AND MAY NOT BE UP TO DATE WITH EXISTING CONDITIONS.
2. DUE TO THE NATURE OF A TIDAL ENVIRONMENT, ALL HYDROGRAPHIC INFORMATION DEPICTED ON THESE PLANS CAN ONLY BE CONSIDERED TO REPRESENT CONDITIONS AT THE TIME OF THE BATHYMETRIC SURVEY.
3. BATHYMETRY DATA COLLECTED BY APEX COMPANIES, LLC OF BOSTON, MASSACHUSETTS, FROM NOVEMBER 29 THROUGH DECEMBER 1 OF 2016.
4. DEPTHS ARE BASED ON MEAN LOWER LOW WATER (MLLW) AND ARE SHOWN IN FEET.
5. CONTOUR INTERVAL IS ONE FOOT.

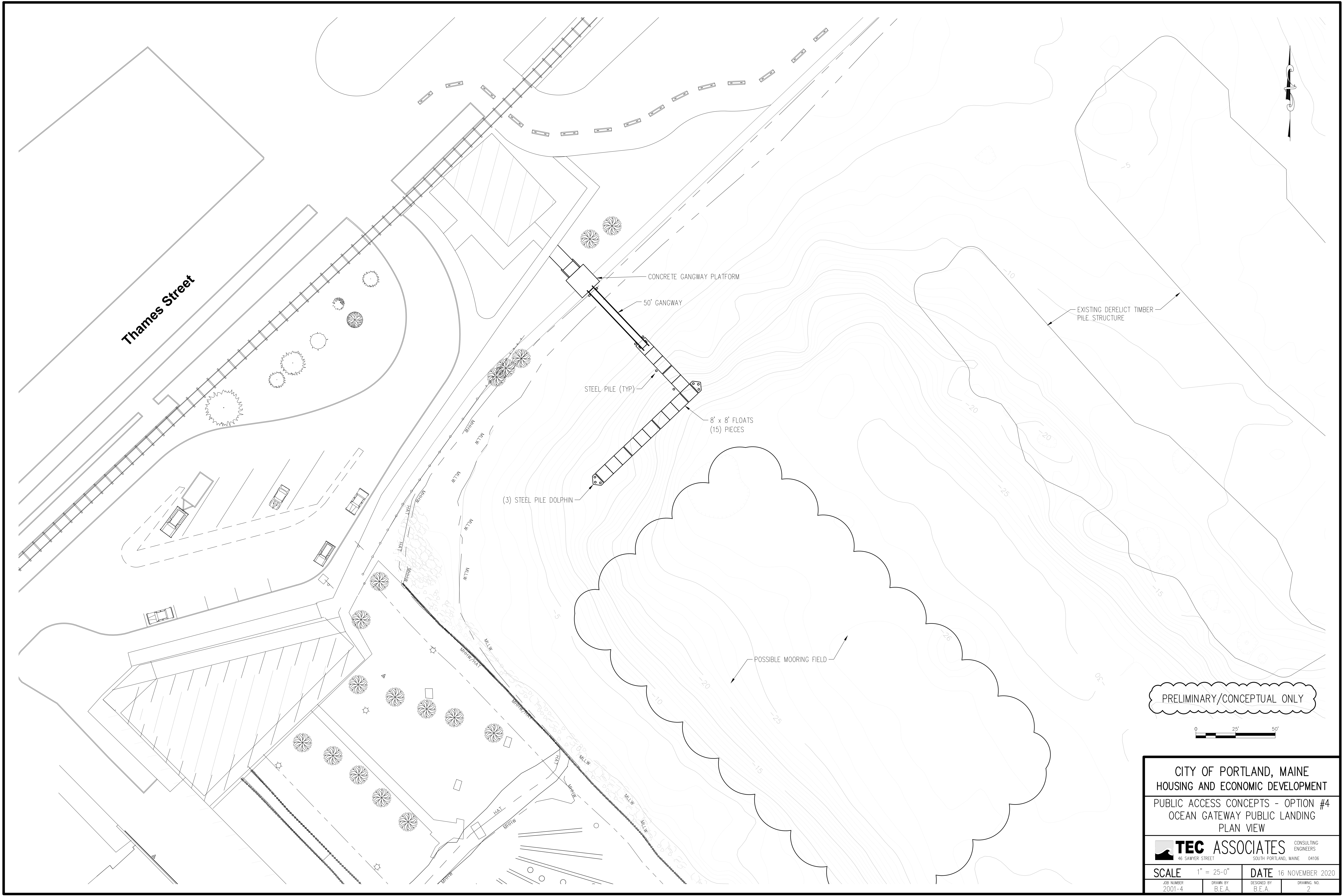
TIDAL DATA (ADJUSTED TO MLLW 0.00)

HIGHEST OBSERVED WATER LEVEL - 14.17'
MEAN HIGHER HIGH WATER LEVEL - 9.91'
MEAN HIGH WATER LEVEL - 9.45'
MEAN LOW WATER LEVEL - 0.34'
MEAN LOWER LOW WATER LEVEL - 0.00'
LOWEST OBSERVED WATER LEVEL - MINUS 3.41'

PRELIMINARY/CONCEPTUAL ONLY

CITY OF PORTLAND, MAINE
HOUSING AND ECONOMIC DEVELOPMENT
PUBLIC ACCESS CONCEPTS - OPTION #4
OCEAN GATEWAY PUBLIC LANDING
SITE PLAN AND BATHYMETRY

 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106	
SCALE 1" = 500'	DATE 16 NOVEMBER 2020
JOB NUMBER 2001-4	DRAWN BY B.E.A. DESIGNED BY B.E.A. DRAWING NO. 1



Thames Street

CONCRETE GANGWAY PLATFORM

50' GANGWAY

STEEL PILE (TYP)

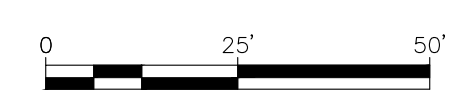
8' x 8' FLOATS
(15) PIECES

(3) STEEL PILE DOLPHIN

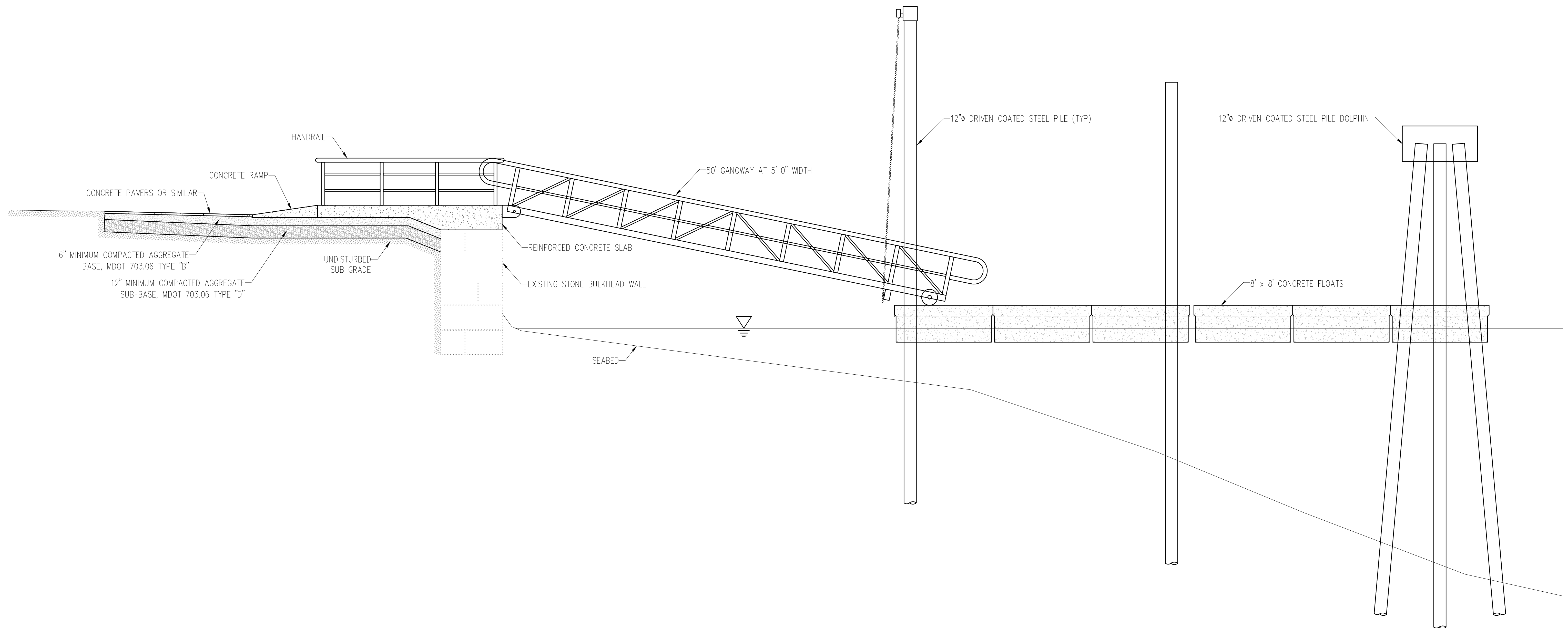
EXISTING DERELICT TIMBER
PILE STRUCTURE

POSSIBLE MOORING FIELD

PRELIMINARY/CONCEPTUAL ONLY



CITY OF PORTLAND, MAINE HOUSING AND ECONOMIC DEVELOPMENT			
PUBLIC ACCESS CONCEPTS - OPTION #4 OCEAN GATEWAY PUBLIC LANDING PLAN VIEW			
 TEC ASSOCIATES 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106		CONSULTING ENGINEERS	
SCALE 1" = 25'-0"		DATE 16 NOVEMBER 2020	
JOB NUMBER 2001-4	DRAWN BY B.E.A.	DESIGNED BY B.E.A.	DRAWING NO. 2



PRELIMINARY/CONCEPTUAL ONLY

CITY OF PORTLAND, MAINE
HOUSING AND ECONOMIC DEVELOPMENT
PUBLIC ACCESS CONCEPTS - OPTION #4
OCEAN GATEWAY PUBLIC LANDING
SECTION VIEW

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE $\frac{1}{4}" = 1'-0"$		DATE 16 NOVEMBER 2020	
JOB NUMBER 2001-4	DRAWN BY B.E.A.	DESIGNED BY B.E.A.	DRAWING NO. 3

TEC ASSOCIATES
 46 Sawyer Street
 South Portland, Maine 04106
(207) 767-6068 FAX (207) 767-7125

JOB 2001-4

SHEET NO. 1 OF 2

CALCULATED BY BEA **DATE** 12/1/2020

CHECKED BY **DATE**

Sheet Title: City Access Float Proposals - Ocean Gateway

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	TOTAL (\$)
1	<u>MATERIALS</u>				
1.1	Pipe Pile, Coated	lf	\$52.00	1,000	\$52,000.00
1.2	Concrete for Gangway Pad	cy	\$137.50	20	\$2,750.00
1.3	Rebar #6, Epoxy Coated	lb	\$0.75	250	\$187.50
1.4	Gangway, 5'x50'	ls	\$20,000.00	1	\$20,000.00
1.5	Gangway Hardware	ls	\$2,000.00	1	\$2,000.00
1.6	Float Hardware	ls	\$4,000.00	1	\$4,000.00
1.7	Galvanized Handrail	lf	\$6.20	180	\$1,116.00
1.8	Loam/Compost Mix	cy	\$35.25	50	\$1,762.50
1.9	Seed	sy	\$0.94	700	\$658.00
1.10	Base Course Crushed Rock	cy	\$25.00	15	\$375.00
1.11	Plant Mix Bearing Course, 2"	sy	\$7.60	25	\$190.00
1.12	Plant Mix Wearing Course, 1½"	sy	\$6.35	25	\$158.75
1.13	Park Fixtures	ea	\$500.00	10	\$5,000.00
1.14	15% Contractor Mark-up				\$12,779.66
					Subtotal
					\$102,977.41
2	<u>LABOR/EQUIPMENT</u>				
2.1	Mobilization/Demobilization	ls	\$5,000.00	2	\$10,000.00
2.2	Marine Demolition	day	\$7,000.00	4	\$28,000.00
2.3	Drive Pipe Pile	day	\$7,000.00	5	\$35,000.00
2.4	Site Demolition/Tree Removal	day	\$4,000.00	3	\$12,000.00
2.5	Excavation	day	\$4,000.00	3	\$12,000.00
2.6	Set Rebar and Forms	day	\$4,000.00	1	\$4,000.00
2.7	Concrete Pour	day	\$4,000.00	1	\$4,000.00
2.8	Sitework	day	\$4,000.00	7	\$28,000.00
2.9	Paving	day	\$4,000.00	1	\$4,000.00
2.10	Traffic Control	day	\$120.00	12	\$1,440.00
2.11	15% Temporary Facilities				\$20,766.00
					Subtotal
					\$159,206.00
3	<u>ENGINEERING</u>				
3.1	Geotechnical	ls	\$15,000.00	1	\$15,000.00
3.2	Design/Permitting Phase	ls	\$15,000.00	1	\$15,000.00
3.3	Construction Phase	ls	\$6,000.00	1	\$6,000.00
					Subtotal
					\$36,000.00
	20% Contingency				\$59,636.68
					Grand Total
					\$357,820.10

6 January 2021

Mr. Bill Needleman
Waterfront Coordinator
Housing and Economic Development Department
City of Portland, Maine
389 Congress Street
Portland, ME 04101-3509

Re: Professional Engineering Services for
Proposed Public Access Berthing at Ocean Gateway

Dear Mr. Needleman:

TEC Associates is happy to submit this proposal for engineering services for the design of a public access berthing at Ocean Gateway, per your request.

The proposed project would enable additional public access to the waterfront through the installation of seasonal floats capable of temporary small vessel berthing. The project includes a landward seating and gangway access pad, a 50-foot access gangway, approximately 120 linear feet of 8-foot by 8-foot concrete floats, and related sitework.

Engineering work for the proposed project includes the design of structural concrete, steel connections, pile or pile dolphins, permitting (including Harbor Commission, City Site Plan, NRPA (MaineDEP), and Army Corps), construction management, and other ancillary engineering services. Design plans and specifications will be provided for all work. The following is a cost breakdown of these services:

Subsurface Investigation (Including Field Borings)

- Field boring and soils analysis \$8,360.

Site Survey and Preliminary Permit Drawings and Design

- Two-man survey crew on site for 1/2-day, site drawings \$1,560.
- Provide preliminary design and permitting drawings, obtain necessary permits as outlined above (including permitting fees and related meetings/field visits) \$7,900.

Engineering Design

- Provide all geotechnical calculations and design for pile \$9,130.
- Provide all structural calculations and final design for gangway pad, anchoring/securement, site work, and ancillary engineering \$3,200.
- Provide all bid documents and facilitate bidding process and contract award with the City \$1,500.

Construction Management

- Provide site visits and pile driving/observation reports during the construction phase (assumed 12 week project duration) \$5,750.

Estimated cost: \$37,400.

All work shall be in accordance with the terms and conditions set forth in the Master Agreement for Engineering Consulting Services for 2020-2024 between TEC Associates and the City of Portland, Maine. This proposal may be accepted by signing in the spaces below and returning one complete copy to TEC Associates.

As always, please do not hesitate to reach out should you have any questions or concerns. We greatly appreciate this opportunity to work with the City.

Very truly yours,

TEC ASSOCIATES



Brendan Amy
Project Engineer

I understand and accept this proposal for the City of Portland, Maine – Public Access Berthing at Ocean Gateway:

By: _____ Title: _____
(Authorized Representative's Signature)

By: _____ Date: _____
(Print or Type Name)

Please sign and return one copy of this proposal to TEC Associates.



CITY OF PORTLAND
Public Buildings & Waterfront

To: Jon Jennings

From: Kathy Alves Public Buildings Director

Date: September 30, 2021

Re: EXPO ARPA Funding Request

The following request is to update the facility's HVAC system. The system is 50+ yrs old and is unable to safely support the needs as a multi-purpose space which has been increasingly called upon to meet the public health and social services needs of the City in addition to its traditional uses. The space is used primarily for large gatherings such as sporting events, educational needs, voting, a Fallout Shelter and most recently a mass vaccination site.

Antiquated systems at this facility have challenged us in many ways over the past few years, particularly during the use of the site as shelter for recently arrived asylum seekers and during the site's use as a mass vaccination site. Air exchanges are minimal, heat recovery units are non-existent preventing additional air exchanges from taking place.

New technology within the HVAC industry will make this space suitable for the community's needs in a safe and efficient environment.

System needs have been reviewed by staff and local Engineers and our latest cost estimate for the project is \$475,000, next steps include specifying equipment for availability. HVAC equipment currently has a 16-18 week lead time.

Kathy Alves

Public Buildings Director



Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

September 13, 2021

Mayor Kate Snyder & Portland City Council
City Hall, Portland Maine
via: online submission

RE: The Portland Water District requests \$400,000 ARPA funds to replace aging Sewer Force Main on Back Cove

Portland Water District (District) is writing to request \$400,000 in supporting funds from the ARPA funds program for the replacement of the Baxter Blvd sewer force main. This project is needed and ready to be constructed due to a recent sewer force main leak that nearly ended in a spill into Back Cove. This force main replacement is another step in the City's goals to improve the reliability and resiliency of the infrastructure that protects the water quality of Casco Bay and the city of Portland.

In conjunction with the City of Portland's Baxter Blvd West Combined Sewer Overflow (CSO) Storage project, the District is currently upgrading the Baxter Blvd Wastewater Pumping Station that will receive all the stored first flush storm/CSO water (2 million gallons) and pump it to the East End Wastewater Treatment Plant. The force main that we are requesting funding for is the conduit to deliver the stored storm/CSO water to the plant.

The current pump station upgrade of \$2.1 million did not include upgrading the force main, which is necessary now due to a recent force main break (7/16/2021). Baxter Blvd is currently closed to accommodate the current projects which further prioritizes this 40 year-old force main for replacement.

Approval of the Portland Water District's request for \$400,000 will be a significant step toward updating the existing infrastructure around the Back Cove and will ultimately be less than the City of Portland rate-payers will have to fund.

Very Truly Yours,

Louise Douglas
President of the Board of Trustees

Carrie Lewis
General Manager



Baxter Blvd Force Main Project.

Replacement of 1000 of 12" 1980 ductile iron pipe at an estimated cost of \$400/ft. .

District plans to perform this work next Spring.



In early 2020, however, the COVID-19 pandemic drastically changed commercial vessel traffic in Portland Harbor and upended the Harbor Commission's pilotage rate-setting paradigm. By early spring, the Governor shut down schools, businesses operated remotely, and out-of-state travel was prohibited. This action, combined with the end of heating fuel season, reduced the demand for product (fuel oil) vessels calling on the Port of Portland. The cruise ship industry was in a negative spotlight from the onset of the virus and a worldwide cease in cruise ship activity began. The U.S. C.D.C. set a "No Sail Order" and prohibited cruise ship operations in U.S. waters.

The vessel traffic projection component of the Harbor Commission's formula to set a "fair and reasonable" rate was shattered because it envisioned a rate that was based in part on the income Pilots could anticipate from cruise ships. It was immediately clear Portland Harbor would have no cruise ship visits for 2020 and fewer fuel oil vessels given the travel ban, but the need for emergency and household supplies arriving by ship continued to necessitate the need for ongoing pilotage operations. In other words, the ongoing expenses remained, but the lion's share of the income evaporated overnight. The Harbor Commission set an emergency rate hearing, and unanimously voted to implement the previously approved 2021 rate, effective May 1, 2020. In addition to the rate change, the Harbor Commission recognized a severe decrease in vessel numbers warranted an increase in the capital construction fund fee. As a result, the Port of Portland did not shut down during the pandemic.

COVID-19 recovery assistance:

Nonetheless, in 2020, Portland Pilots, Inc., struggled to meet basic monthly expenses to remain in operation given that 60% of its typical income comes from cruise ships. Regardless of the loss of ship traffic, pilots must maintain two pilot vessels, two full-time boat operators, three full-time pilots, and an operations manager, in order to service the remaining ship traffic. During the pandemic, the company retained all employees and continued to pay employee salaries, full medical premiums, and retirement expenses. The principals took deep salary cuts, received no return on investment, put company loans on the vessels' mortgages in forbearance for the maximum time allowed by our lender, took out additional lines of credit, and utilized PPP monies and a GPCOG grant to continue operations. These emergency measures, while helpful in the short-term, have now lapsed, and bills are again due.

The CERTS act was finally put in place, over 18 months after the start of pandemic. The wording and guidelines do not adequately address or remedy the loss of cruise ship traffic, which accounts for nearly 60 percent of Portland Pilots, Inc.'s annual revenues. Maine recently released Charter Transportation & Border Business Assistance Grant Program, which, like the CERTS Act does not begin to accurately or adequately address the colossal loss of cruise ship revenues.



As stated in the letter to the City Council by the Harbor Commission Chair Daniel Haley, no cruise ships called in 2020, and none called in 2021. What happens in 2022 is unknown, of course, but it's a reasonable inference that cruise ship traffic will not come roaring back to pre-pandemic levels next summer. Portland Pilots, Inc. has not recovered and is now faced with a second consecutive year with no cruise ship traffic. There are myriad COVID relief funds for businesses affected by the pandemic, but Portland Pilots, Inc., notwithstanding its commitment to keeping Maine's largest Port open, has been, and continues to be, significantly financially damaged by the effect COVID-19. Our search for funds to keep our vessels operating and our pilots and crews employed has been unavailing. We have been aggressively cutting and borrowing to keep the Port open, but time is running out. Pilots play a vital role in maritime transportation; the loss of pilot service is a critical point of failure to the safety of the Port and the State of Maine's commercial needs.

For the reasons outlined above and below, Portland Pilots, Inc. respectfully asks City Council for \$900,000 in ARPA discretionary funds to allow for a recovery from the devastating effect of the pandemic caused by the loss of over 200 scheduled cruise ship visits to the Port of Portland over the past two years. You should know that Portland Pilots is also requesting emergency (ARPA) funding from the Cumberland County Council (\$350,000) and the City of South Portland (\$450,000), whose deadlines for application are later in 2021, to spread out the impact of this loss to several government entities receiving ARPA funds.

Below is an overview comparison that clearly shows the trajectory and steady increase in cruise ship visits prior to the pandemic. The years 2017, 2018, and 2019 numbers are actual visits by cruise ships calling on the Port of Portland. The years 2020 and 2021 reflect the visits that were scheduled but then canceled due to COVID 19. The numbers for 2022 reflect very early bookings and expected to either increase (if the pandemic suddenly clears) or be canceled once again due to COVID variants.

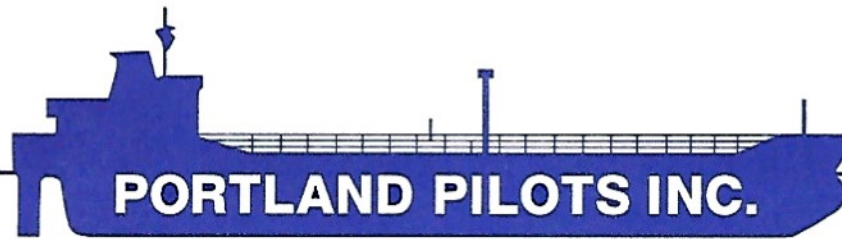
Summary of cruise ship income *prior* to COVID-19:

2017: 61 cruise ship calls to Portland

2018: 72 cruise ship calls to Portland

2019: 73 cruise ship calls to Portland

2019 Actual Cruise Ship Revenue: \$612,018.59, plus \$14,600 in Capital Construction Fees ("CCF") = \$626,618.59



2020 Cruise ships visits CANCELED as result of CDC "NO SAIL ORDER" / COVID-19:

2020: 99 scheduled / canceled cruise ship calls to Portland

Losses based on scheduled visits that did not occur: \$942,846 plus \$29,700 CCF = \$972,546.00

2021: 126 scheduled / canceled cruise ship calls to Portland

Losses based on scheduled visits that did not occur: \$1,043,130 plus \$37,800 CCF = \$1,080,930

2022 (projected): 121 scheduled cruise ship calls to Portland (early estimate reflects smaller ships with less revenue)

Scheduled revenue / losses (currently unknown): \$1,435,259 plus \$36,300 CCF = \$1,471,559

Conclusion:

As described above, Portland Pilots has suffered losses in excess of \$2 million as a direct result of the loss of cruise ship and other commercial ship traffic in the Port of Portland thus far, yet the Port has stayed open, there have been no ships delayed, and none of its boat crews have been laid off. Notwithstanding these losses and the ongoing expenses of running a safe pilotage operation, the recent rate increase by the Harbor Commission would allow Portland Pilots to recover its financial footing but only if City Council (and its sister councils in the County and across the harbor) chooses to fund this request of \$900,000. City Council has an opportunity to build a bridge to a sustainable pilotage service.

Thank you for your attention. We look forward to seeing you at the Workshop on September 13 so that we can answer any questions you may have as to our operation or the present challenges facing Portland Pilots and the Port of Portland.

Sincerely,

Capt. Mark Klopp
President

cc: Governor Janet Mills / Joseph Marro (Governor's Senior Policy Analyst)
Bruce Van Note (Commissioner, Maine Dept. of Transportation)
Matthew Burns (Interim Director, Maine Port Authority)
Daniel T. Haley (Chair, Portland Harbor Commission)
James Gailey (County Manager, Cumberland County)
Jon Jennings (City Manager, City of Portland)
Scott Morelli (City Manager, City of South Portland)

Captain Thomas J. Meyers, USCG, (retired)

4 Sea View Avenue
Cape Elizabeth, ME 04107
tommeyers72@gmail.com
1 (207) 310-1726

September 1, 2021

Mayor Kate Snyder and other members of the City Council
City of Portland
389 Congress Street
Portland, ME 04101

Re: Letter of support for Portland Pilots - ARPA funding

Dear Mayor Snyder and councilors:

I am writing in strong support of the Portland Pilots, Inc. application to receive funding through the American Rescue Plan Act (ARPA) of 2021. This personal endorsement is based on 28 years of experience in the Coast Guard – the last three as Commander, Coast Guard Group Portland - as well 13 years as the director of Transportation and Waterfront for the City of South Portland. A majority of my career assignments were directly related to navigation safety and waterways management. While quick to remind everyone that “I’m nobody’s Captain anymore,” I remain active in the Propeller Club and other organizations with a focus on the working waterfront. My experience with the marine transportation system is none-the-less relevant today as in the past.

There are navigation risks associated with every port and the vessels that call upon them. Port partners work together to mitigate the risk by providing or requiring systems of communication, navigational aids, training, and safety and security. When vessels of a certain size enter port, integration of all these systems into the safe movement of the vessel rests in the hands of one person: the pilot.

In the Port of Portland, the Board of Harbor Commissioners oversees the pilots’ licensing process. Over time, the Commission has crafted stringent qualifications that expand upon the Coast Guard’s mandatory licensing process. The regulations require hands on experience under the tutelage of other pilots, plus practical testing. This initial qualification process is reinforced with a re-licensing process with mandatory continuing professional training.

The Harbor Commission is best positioned to describe the negative impact the coronavirus has had on the port, in general, and the Portland Pilots specifically. It is not a stretch to offer that the pilot is the critical human element in the safe transit of vessels into the Port of Portland – now and in the future. I encourage your thoughtful consideration in providing them with emergency ARPA funds to ensure they can continue to provide the level of safety and experience the port demands.

Sincerely,





September 9, 2020

Dear Mayor Snyder and City Council Members,

This letter serves to express my support for the Portland Pilots Inc. in their pursuit to obtain American Rescue Plan (ARPA) emergency funding from the Portland City Council. The Portland Pilots are experiencing a significant financial shortfall due to the COVID-19 pandemic and the ensuing cancellation of virtually all commercial cruise vessels at the Port of Portland since 2020. The loss of revenue from piloting cruise vessels is also coupled with the decline of Portland Pipeline tankers that has occurred over the last several years.

Harbor Pilots are a critical link in the statewide and regional marine transportation system. Maritime transportation is often an "unseen and unheard-of" driver for commerce in coastal states. In Maine, many residents are oblivious to the fact that a tremendous amount of goods are shipped by sea and millions of tons of freight come across piers and wharves on an annual basis to supply the state with everything from petroleum products, road salt, household goods, containerized cargo, and many other daily use items. Harbor Pilots are responsible for safely bringing in the vessels carrying those goods. Pilot duties are essential to Maine's marine transportation system, but pilots also act as stewards of the environment by ensuring their duties are handled in a professional, safe, and conscientious manner.

Cognizance of the plight of the Portland Pilots is not just an awareness of one business' financial hardship due to the pandemic. State and local governments should also be aware that without a functional pilotage service in the Port of Portland, the people of Maine stand to lose a crucial link in the statewide chain of freight transportation. Funding from the City Council of Portland with ARPA funds to support this important business and service will allow the Portland Pilots to continue to operate while Maine and the country at large are affected by the COVID-19 pandemic.

I have personally spoken with the owners of Portland Pilots Inc. and understand their predicament very well. The Maine Port Authority is working closely with the pilots to help in our area of expertise, infrastructure development, and we are currently considering a study to explore the feasibility of a pilot berthing area and operating station at the International Marine Terminal. I ask you to support the Portland Pilots in their request for emergency funding to keep the Port of Portland viable throughout this difficult time in our country.

Best Regards,

A handwritten signature in black ink, appearing to read "Matthew B. Burns". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Matthew B. Burns
Acting Executive Director
Maine Port Authority
207-592-3221
matthew.burns@maine.gov.

Mayor Kate Snyder and other Members of the City Council
City of Portland
389 Congress Street
Portland, ME 04101

September 8, 2021

Re: Letter of Support for Portland Pilots - ARPA funding

Dear Mayor Snyder and Councilors:

Friends of Casco Bay writes in support of the Portland Pilots' request for ARPA funds. For more than 30 years, Friends of Casco Bay has worked to improve and protect the environmental health of Casco Bay. Over the course of our history, we have worked with the United States Coast Guard, the Maine Department of Environmental Protection, the Portland Harbor Commission, the City of Portland, and many other public and private interests to improve and protect the water quality of Portland Harbor.

Friends of Casco Bay knows the significant role the Portland Pilots play in keeping our harbor safe and protecting it from accidents and spills. Portland Harbor is a busy port. Children learning to sail, kayakers, and recreational boaters share our waters with oil tankers, cruise ships and container vessels. Portland Pilots are the highly trained professionals the community depends upon to safely pilot large vessels into the harbor without harm to people or the Bay.

The Portland Pilots have sent you a letter detailing their current financial strife secondary to the COVID-19 pandemic. We respectfully request that you allocate ARPA funds to them, to ensure the pilots will be here to protect our harbor from accidents and spills well into the future.

Thank you for considering our comments.

Respectfully submitted,



Ivy L. Frignoca, Casco Baykeeper
Friends of Casco Bay

September 21, 2021

Dear Mayor Snyder and City Council,

This letter serves as support for the Portland Pilots Inc. request for ARPA funding. MaineDOT is involved in all modes of transportation in the State of Maine. Specifically, the Office of Freight and Passenger Services provides administration to the Maine Pilotage Commission, which is representative of Pilots from all three regions in the state as well as industry experts to ensure that the marine transportation system is manned by competent and state-licensed river and harbor pilots.

As you probably know, the pilots have struggled with a significant decline in commercial vessel traffic in recent years in the Port of Portland. Cruise ships, which were once common on the Portland waterfront have all but ceased operations for time being, their return to service remains unclear at this time. As a small port without much vessel traffic, this loss of revenue has made a significant financial impact for the Portland Pilots.

It will be very difficult to keep the Port of Portland viable if the Portland Pilots continue to struggle financially. Vessel appointments, delays, or an outright suspension of service could occur which would be a departure from the on-demand 24/7 service currently offered for pilotage. Because of these reasons, I respectfully ask for your support of the request from Portland Pilots Inc.

Best Regards,



Bruce A. Van Note
Commissioner, MaineDOT

PROPRIETORS OF UNION WHARF

ESTABLISHED 1793

October 6, 2021

Mr. Brendan O'Connell
Mr. Nick Mavodones
City of Portland
389 Congress St.
Portland, ME 04101

Dear Brendan and Nick:

On behalf of the Proprietors of Union Wharf, I am writing in strong support of the Portland Pilot's application before you, to receive funding from the City of Portland's American Rescue Plan Act – ARPA funds, received from the federal government. I know there will be many qualifying plans, projects, businesses etc. within the City of Portland that will also be considered. But I cannot think of a better area to invest some of the funds, than in Portland's working waterfront with the Portland Pilots, a critical and very important piece of our waterfront.

The Portland Pilots exist to ensure that large ocean- going ship traffic can safely navigate in and out of the Port of Portland. They own , maintain and operate 2 – large pilot vessels that are based on Union Wharf, where they have been for over 36 years. They are always ready to go to sea, to meet the next ship calling on Portland or to help move bulk cargo, oil, passenger cruise vessels, barges and the like, 24/7, 365 days of the year out of the port and back to the open sea off Portland Head Light.

The Pilots operate as a business and have the same issues, expenses, equipment and vessel maintenance, overhead costs, payroll, insurances etc. that any other business would have. Their rate structure is overseen and set by the Portland Harbor Commission, and they are also protected from any entity wanting to jump in and become navigation Pilots and operate in the Port. They are also at the mercy of the ship traffic calling on the Port and over the past 18- 24 months, the ship traffic has been reduced dramatically. The large cruise ships have been tied up, the Portland Pipeline has all but stopped receiving ships and a general cut in ship traffic calling on Portland, has resulted in a significant reduction in operating revenue received by the Pilots.

The Pilots should be considered a part of the Port of Portland's infrastructure, just like the piers, wharfs and terminals are. Vessels need a place to tie up, load or unload their cargo/passengers etc. and they also need to be safely moved in and out of the port, no exceptions ever! For many decades, the Portland Pilots have been performing this critical and crucial function for the Port and will continue to do so for many decades to come.

By acting favorably on the Pilots application for ARPA funds, you will be helping to ensure they will have the necessary revenue to operate through this very rough and uncertain economic time and ensure that vessels calling on the Port of Portland will be safely moved in and out of the port.

Thank you for your consideration of the Portland Pilots.

Sincerely,


Charles A. Poole
President



**PORTLAND
PUBLIC
LIBRARY**

**Building health and resilience for Portland's youth
and vulnerable communities - Portland Public
Library Input to City of Portland's ARPA Funding**

Portland Public Library is a partner to the City of Portland in generating the path forward for growth and revitalization in the continuing wake of COVID-19. Portland Public Library (PPL) provides free resources for our community to thrive through discovery, curiosity, and connection.

As the COVID-19 pandemic developed, and persists, in the Portland community, the Library has been sharpening our focus on bridging inequity, reducing barriers, and providing practical tools for those surviving and striving. This document describes economic and public health harm due to COVID and three strategies the Library proposes as solutions for the compounding effects of COVID, within the scope of Federal Guidelines for ARP funding.

At its core, the Library provides crucial frontline, in-person services to those who are unserved or underserved. Every day, the Library addresses the compounding effects of economic disparity and public health risks.

I. Bridging the digital divide to advance workforce development with New Americans and low-income families

Inequities that the pandemic exacerbated in Portland include inadequate access to the internet and technology for low- and moderate-income families, and communication barriers for New Americans of all ages whose primary language is not English. PPL addresses small business support and workforce development tangibly through public computers available at all of our locations, targeted online resources, and expert staff assistance. We help community members research and apply for jobs, connect to medical and government services online, and learn business development skills.

COVID-19 revealed the need for PPL's commitment to digital access to become more than offering 90 minutes of use on the Library's on-site computers. Today's modern urban library needs a computer lab/classroom where there is not only access to technology but in-person tutoring, introductions to various software, and class assignments to build proficiency that can enable a stronger workforce in our community.

To address the negative outlook for small businesses and disparities experienced by low- and moderate-income families as well as New Americans in our community, the Library is preparing to broaden wifi access and create a technology classroom with multi-lingual support.

- Upgrade mobile wifi on Bookmobile - \$6,000
- Establish technology lab/classroom at the Main Library, including one staff position, equipment, and multilingual services - \$125,000

TOTAL investment for Bridging the Digital Divide: \$ 131,000

II. Restoring lost revenue, budget cuts, and additional expenditures for staff

As an employer, PPL incurred extra expenses to support our staff, many of whom represent low- or moderate-income families, and lost regular annual revenue due to COVID. The Library was not eligible for a PPP loan during the pandemic because of our payroll relationship with the City of Portland (COP). However, because we are legally a 501c3 independent employer, we offered reasonable and important supports to staff addressing COVID realities. We are proud to report that we have not had a positive COVID case to date amongst PPL staff and we are 96% fully vaccinated.

Additional wage expenses incurred in FY21 and FY22: **Total \$ 22,093**

- Time off for vaccine side effects - \$6,723
- Time off to quarantine while awaiting COVID test results - \$3,498
- Covid FMLA for childcare - \$5,672
- Emergency minimum wage differential to low-income frontline staff - \$6,200

Lost Revenue FY 2021 (excludes COP budget reduction): **Total \$ 38,898**

- Conference Room rentals - \$13,834
- Fees - \$3,690
- Photocopying/Printing - \$12,447
- Retail - \$8,927

COVID supplies including PPE supplies, plexi barriers, and HEPA filters: **\$ 7,894**

COP FY21-22 budget curtailment, not yet restored: **Total \$ 201,607**

- \$7,000 for staff FY22 step increase to start 7/1/2021 instead of 8/28/21 (pending)
- \$43,000 for restoring two frozen frontline staff positions in FY22 (pending)
- \$151,607 for restoring remaining frozen positions and operations cuts from original FY20 budget

Combined, these direct COVID revenue losses and additional costs total: \$ 270,492

III. Upgrading ventilation

Two of our branch libraries have inadequate ventilation systems by CDC and OSHA standards, so they are open to very limited numbers of patrons. Burbank Branch, where patron lending has bounced back fastest of all PPL locations, is currently limited to only 15 patrons. The Peaks Island Branch is limited to 7 patrons.

Having researched solutions, the attached proposal to provide fresh air exchanges for the Burbank Branch totals \$24,000. Peaks would be just over half of that. This investment of **\$37,000** would allow us to more than double occupancy in each branch.

Citywide Trash Barrel Additions and Replacements

Proposal for American Rescue Plan Act Funding

9/15/21

This project would address the need for additional trash barrel placements citywide where outdoor recreation has become more prominent due to indoor related safety concerns from COVID. The project will also help replace a few of our aging Big Belly trash receptacles that are no longer capable of communicating and functioning properly.

Citywide, there are over 260 trash barrels on the streets and in the parks. Many of these barrels are either solar-powered compactor Big Belly's at \$4,500/ea or Historic/parkside DuMor barrels at \$1,700/ea. This request will replace roughly 5 Big Belly receptacles and add an additional 5 units. Additionally, we will replace 10 regular trash barrels and add 10 new ones. Finally, we will add 15 new recycle barrels throughout the parks where food waste is most prevalent. Locations of these additions are below:

- 5 NEW Big Belly's: 2 at Eastern Promenade, 1 at Payson Park, 1 at Deering Oaks, 1 at the Riverton Trolley Park
- 10 NEW DuMor Trash Barrels: 3 at Eastern Prom, 1 at Payson Park, 2 at Western Prom, 3 at Deering Oaks, 1 at the park at the Amethyst Lot
- 15 NEW Recycle Barrels: 4 at Eastern Prom, 4 at Deering Oaks, 2 at the Western Prom, 2 at Payson Park, 2 on the Bayside Trail, 1 at the park at the Amethyst Lot

Totals:

10 Big Belly's @ \$4,500/ea = \$45,000

20 DuMor Trash Barrels @ \$1,700/ea = \$34,000

15 DuMor Recycle Barrels @ \$1,700/ea = \$25,500

Total = \$104,500*

*** Contingency should be added for cost increases and potential additional staff collection costs.**



PORTLAND POLICE DEPARTMENT INTERDEPARTMENTAL MEMORANDUM

September 30, 2021

TO: Brendan O'Connell, Finance Director

FROM: Heath Gorham, Assistant Chief of Police

SUBJECT : Behaviour Health Alternative Response ARPA Request

Although the deinstitutionalization movement of the 1960's was grounded in the best of intentions, a dearth of cohesive community support and treatment programs has left a significant number of individuals with severe mental illness struggling and at high risk of early death from suicide, substance use disorders or untreated medical problems. These individuals cycle in and out of a fragmented system of care and often land on the street, homeless, in crisis, and interacting with law enforcement.

With limited crisis services available in Southern Maine, and those that do exist severely taxed by the volume of need, police departments have increasingly become the de facto mental health providers. Over the course of the past four years, the Portland Police Department has responded to an average of more than 5,800 mental health related calls for service each year. These calls range from welfare checks and reports of public intoxication, to suicide threats to violence and threats of violence.

In order to appropriately respond to mental health related calls for service, the Portland Police Department has developed a robust, nationally recognized Behavioral Health program which includes licensed co-responders, mandatory, all sworn-staff Crisis Intervention Training and a substance use disorder clinical component. Despite these efforts, the need for boots on the ground crisis response remains high.

On the civilian side, limited staffing precludes 24/7 availability of crisis workers so more calls are being directed to emergency departments and the police. This past summer, the one on-duty crisis worker from The Opportunity Alliance, who also happens to be a Portland PD co-responder, responded to calls as far south as Biddeford and as far north as Topsham in a single shift.

While law enforcement agencies have long expressed concerns about the increasing reliance on officers to provide mental health services, the community at large has recently developed an awareness of this problem with community leaders, media outlets, and the general public all calling for an increase in non-police response.

The ever increasing demand for police response to mental health related calls along with the

lack of available civilian community responders led to the addition of an Alternative Response Liaison position at the Portland PD in February 2021. The concept was initially brought forward during the summer of 2020 by a PPD staff member who learned of the Cahoots program in Eugene, Oregon and immediately recognized the applicability to Portland. The Liaison spent her first few months evaluating successful alternative response models to identify the model best suited for Portland.

In June, 2021, the PD launched a pilot Alternative Response Program. Members of the PD's mental health team were prepositioned to Bayside during certain hours to provide a non-law enforcement response to certain calls[1] triaged through the Portland Regional Communications Center (PRCC). They also self-addressed layouts and other issues of concern.

Although the trial program was limited in scope, it confirmed the need for and the benefits of such a program. Alternative response provides a means for consumers to receive safe, appropriate and often, proactive, services while preserving public and responder safety.

The pilot program also revealed a number of challenges and program needs. In terms of responder safety, it became clear that a 2nd responder is not only desirable, it is necessary given the potential volatility of clientele served by the program. Because the pilot program was limited in scope, we were able to pair the Alternative Response Liaison with another member of the PD Behavioral Health Team, however this is not a viable long-term solution. We also identified the need for transportation and equipment to facilitate consumer services and enhance responder safety.

To address the concerns outlined above and to expand the program city-wide, the PD is seeking funding to outfit an Alternative Response Team. Specifically, we will purchase a passenger van, portable radios and laptops. The van will be used for responders to get to calls as well as to transport consumers to the hospital for mental health evaluation and / or medical treatment or to other services. Radios will provide a means of requesting additional support to include police or EMS while the laptops will be used to tie the responders into the Computer Aided Dispatch /Records Management System. This will facilitate dispatch of team members as well as documentation of interactions. Total estimated cost of these requests is \$125,000.

[1] Eligible call types include Check Well-Being, Behavioral Health and non-criminal drug type calls. Any call deemed to involve a serious crime, weapon, threat or likelihood of violence, and / or person with a history of violence is ineligible for alternative response.



PORTLAND POLICE DEPARTMENT INTERDEPARTMENTAL MEMORANDUM

September 30, 2021

TO: Brendan O'Connell, Finance Director

FROM: Heath Gorham, Assistant Chief of Police

SUBJECT : Crisis Intervention Training - ARPA Funding Request

The Portland Regional Communications Center receives more than 100,000 calls for service each year. While many calls require a police, fire or EMS response, others are best handled by civilian crisis service workers. 911 call takers play a vital role in identifying these calls and connecting individuals to crisis lines and other behavioral health care services in lieu of police services and/or providing crisis intervention trained officers with the information they need for safe, effective response.

Crisis Intervention Team (CIT) International, a leader in the development of mental health crisis response systems, recently introduced a CIT training program for personnel assigned to 911 centers. The 8-hour course prepares call takers to identify crisis calls, understand their role in triaging these calls and begin the de-escalation process. The course provides instruction in eliciting information to identify the possibility of a call being mental health related, offers techniques to reduce the emotional level of the caller and informs the process of dispatching appropriate first responders or conducting a warm hand-off to crisis services. If, in fact, a police response is deemed appropriate, this training assists the call taker in understanding what information should be gathered and relaying it to the responding officer(s).

Topics include Understanding Crisis Intervention, The Role of 911 in a Crisis Response System, indications of Mental Health Disorders, Suicide Assessment and Intervention, Crisis Intervention Strategies, and Call Management. The course includes scenario-based training which reflects actual mental health related calls for service to allow attendees to practice their skills.

ARPA funds will be used to ensure all members of the Portland Regional Communications Center attend this training. Costs include the course registration fee (\$250) as well as funds to cover the cost of backfilling positions in order to maintain adequate staffing estimated at a total of \$40,000.



Building health and resilience for Portland's youth and vulnerable communities - Portland Public Library Input to City of Portland's ARPA Funding

Portland Public Library is a partner to the City of Portland in generating the path forward for growth and revitalization in the continuing wake of COVID-19. Portland Public Library (PPL) provides free resources for our community to thrive through discovery, curiosity, and connection.

As the COVID-19 pandemic developed, and persists, in the Portland community, the Library has been sharpening our focus on bridging inequity, reducing barriers, and providing practical tools for those surviving and striving. This document describes economic and public health harm due to COVID and three strategies the Library proposes as solutions for the compounding effects of COVID, within the scope of Federal Guidelines for ARP funding.

At its core, the Library provides crucial frontline, in-person services to those who are unserved or underserved. Every day, the Library addresses the compounding effects of economic disparity and public health risks.

I. Bridging the digital divide to advance workforce development with New Americans and low-income families

Inequities that the pandemic exacerbated in Portland include inadequate access to the internet and technology for low- and moderate-income families, and communication barriers for New Americans of all ages whose primary language is not English. PPL addresses small business support and workforce development tangibly through public computers available at all of our locations, targeted online resources, and expert staff assistance. We help community members research and apply for jobs, connect to medical and government services online, and learn business development skills.

COVID-19 revealed the need for PPL's commitment to digital access to become more than offering 90 minutes of use on the Library's on-site computers. Today's modern urban library needs a computer lab/classroom where there is not only access to technology but in-person tutoring, introductions to various software, and class assignments to build proficiency that can enable a stronger workforce in our community.

To address the negative outlook for small businesses and disparities experienced by low- and moderate-income families as well as New Americans in our community, the Library is preparing to broaden wifi access and create a technology classroom with multi-lingual support.

- Upgrade mobile wifi on Bookmobile - \$6,000
- Establish technology lab/classroom at the Main Library, including one staff position, equipment, and multilingual services - \$125,000

TOTAL investment for Bridging the Digital Divide: \$ 131,000

II. Restoring lost revenue, budget cuts, and additional expenditures for staff

As an employer, PPL incurred extra expenses to support our staff, many of whom represent low- or moderate-income families, and lost regular annual revenue due to COVID. The Library was not eligible for a PPP loan during the pandemic because of our payroll relationship with the City of Portland (COP). However, because we are legally a 501c3 independent employer, we offered reasonable and important supports to staff addressing COVID realities. We are proud to report that we have not had a positive COVID case to date amongst PPL staff and we are 96% fully vaccinated.

Additional wage expenses incurred in FY21 and FY22: **Total \$ 22,093**

- Time off for vaccine side effects - \$6,723
- Time off to quarantine while awaiting COVID test results - \$3,498
- Covid FMLA for childcare - \$5,672
- Emergency minimum wage differential to low-income frontline staff - \$6,200

Lost Revenue FY 2021 (excludes COP budget reduction): **Total \$ 38,898**

- Conference Room rentals - \$13,834
- Fees - \$3,690
- Photocopying/Printing - \$12,447
- Retail - \$8,927

COVID supplies including PPE supplies, plexi barriers, and HEPA filters: **\$ 7,894**

COP FY21-22 budget curtailment, not yet restored: **Total \$ 201,607**

- \$7,000 for staff FY22 step increase to start 7/1/2021 instead of 8/28/21 (pending)
- \$43,000 for restoring two frozen frontline staff positions in FY22 (pending)
- \$151,607 for restoring remaining frozen positions and operations cuts from original FY20 budget

Combined, these direct COVID revenue losses and additional costs total: \$ 270,492

III. Upgrading ventilation

Two of our branch libraries have inadequate ventilation systems by CDC and OSHA standards, so they are open to very limited numbers of patrons. Burbank Branch, where patron lending has bounced back fastest of all PPL locations, is currently limited to only 15 patrons. The Peaks Island Branch is limited to 7 patrons.

Having researched solutions, the attached proposal to provide fresh air exchanges for the Burbank Branch totals \$24,000. Peaks would be just over half of that. This investment of **\$37,000** would allow us to more than double occupancy in each branch.



THE AMERICAN RESCUE PLAN ACT

CITY COUNCIL WORKSHOP AND PUBLIC FORUM - SEPTEMBER 13th, 2021

AMERICAN RESCUE PLAN ACT OF 2021

\$1.9 Trillion TOTAL

Municipal Portion (called the State and Local Fiscal Recovery Funds or SLFRF) is \$130 billion of the \$1.9 trillion

- 45.5 B allocated to Entitlement Communities utilizing a modified formula
- 19.5 B to smaller jurisdictions under population basis
- Counties receiving \$65B

Payments made to local governments in two tranches - first half 60 days after enactment, second half one year later.

City completed long US Treasury application and verification process and has received first tranche payment.

FUNDING FOR PORTLAND (AND OTHER ENTITLEMENT UNITS) IN MAINE

Maine	Auburn	\$13,545,799.00
Maine	Bangor	\$20,478,297.00
Maine	Biddeford	\$9,759,098.00
Maine	Lewiston	\$20,970,428.00
Maine	Portland City	\$46,290,652.00
Maine	South Portland city	\$10,498,362.00

NOTE: There were minor changes in funding amounts in the final ARPA. South Portland was previously an entitlement community but aligned itself with Cumberland County to provide the full county with entitlement status in 2006. For ARPA payment purposes South Portland appealed their initial treatment as a non-entitlement unit and received an increase in funding in from \$2.5 to \$10.5M.

- Other Towns/Cities (non-entitlement units) in Maine are all receiving smaller allocations.
- State Counties (including Cumberland, who will receive \$57,300,87) are also receiving allocations.
- The State of Maine has also released their initial plans for the \$4.5 billion invested by the American Rescue Plan in the State of Maine

ELIGIBLE EXPENDITURES: GENERAL RULES

Unless otherwise noted, covered period is March 3, 2021-December 31, 2024

□ Costs can be committed by December 31, 2024 but must be expended by December 31, 2026

Cannot spend funds on pension deposits

States and territories cannot spend the funds to reduce taxes or delay a tax increase

May not be used as non-Federal Match for other Federal Programs

USE OF FUNDS

- **Eligible uses include ([section 602 and 603](#))**
 - “(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - “(B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal / local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - “(C) for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal / local government due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or
 - “(D) to make necessary investments in water, sewer, or broadband infrastructure.

PUBLIC HEALTH EXPENDITURES

Services and programs to contain and mitigate the spread of COVID-19, including:

- ❑ Vaccination programs (Portland is >90% vaccine rate according to latest data released by the State of Maine (see chart to the right) so not considered high need)**
- ❑ COVID texting and other related medical expenses**
- ❑ Contact Tracing**
- ❑ Personal protective equipment purchases**
- ❑ Support of vulnerable populations to access medical or public health**
- ❑ Capital investments in public facilities to meet pandemic operations needs**
- ❑ Public communication efforts**

Zip Code	Rate	updated 6/14/21
04101	89%	
04102	91%	
04103	91%	
04108	99%	Peaks
04109	78%	Islands
04019	99%	Cliff

PUBLIC HEALTH EXPENDITURES

Services to address behavioral healthcare needs exacerbated by the pandemic, including:

- ☐ Mental health treatment**
- ☐ Substance use treatment**
- ☐ Other behavioral health services**
- ☐ Services or outreach to promote access to health and social services**

ADDRESS NEGATIVE ECONOMIC IMPACTS CAUSED BY THE PUBLIC HEALTH EMERGENCY

Supporting small businesses

Speeding the recovery of the tourism, travel, and hospitality sectors

Serving the hardest-hit communities and families

- ▣ **Addressing health disparities and the social determinants of health**
- ▣ **Investments in housing and neighborhoods**
- ▣ **Addressing educational disparities**
- ▣ **Promoting healthy childhood environments**

Delivering assistance to workers and families

REPLACE **LOST REVENUE**

Recipients may use these funds to replace lost revenue

Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue.

Ability to calculate this revenue loss for several years (with growth factor 4.1%)

Most flexible category of eligible expenses and funds can be used to sustain municipal services, for maintenance and capital needs, cybersecurity, healthcare, police, fire or public safety and more.

Calculation method is being developed and Treasury is still taking input on Interim Final Rule.

PROVIDE PREMIUM PAY FOR ESSENTIAL WORKERS DURING COVID19 EMERGENCY

Employees of the jurisdiction designated by executive as essential

Can be provided directly, or through grants to private employers to public health/safety staff and essential workers outside the public sector.

INVEST IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE

Necessary investments

Uses aligned with Environmental Protection Agency's Clean Water Revolving Fund and Drinking Water State Revolving Fund to expedite project identification

- Building/upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines
- Invest in wastewater infrastructure projects- constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works

Broadband Infrastructure

- Build broadband infrastructure with modern technologies in mind, specifically projects that deliver services offering: reliable 100 Mbps download and 100 Mbps upload speeds

REPORTING REQUIREMENTS

GUIDING PRINCIPLES

- 34 pages of reporting requirements released earlier this week - staff review in progress
- Requirements include one initial interim report, quarterly reports, and in some cases annual reports
- Guidance addresses four priority areas for ensuring an equitable economic recovery:

Accountable: The SLFRF requires program and performance reporting to build public awareness, increase accountability, and monitor compliance of eligible uses. Recipients are required to account for every dollar spent and provide detailed information on how funds are used.

Transparent: Large recipients will publish a detailed Recovery Plan each year so the public is aware of how funds are being used and outcomes are being achieved; Treasury will provide comprehensive public transparency reports each quarter across all recipients.

User friendly: SLFRF reporting has improvements requested by recipients of CARES Act funding, including deadlines 30 days after the close of the reporting period (versus 10 days in CARES), streamlined requirements for smaller funding recipients, and increased availability of bulk upload capabilities.

Focused on Recovery: The SLFRF reporting guidance addresses priority areas for an equitable economic recovery, including provisions that prioritize equity, focus on economically distressed areas, support community empowerment, encourage strong labor practices, and spotlight evidence-based interventions.

ARPA GUIDING PRINCIPLES

Temporary Nature of ARPA Funds

- Care should be taken to **avoid creating new programs or add-ons** to existing programs that require an ongoing financial commitment.
- **Use of ARPA funds** to cover operating deficits caused by COVID-19 should be **considered temporary** and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in **critical infrastructure** is particularly well suited use of ARPA funds because it is a **non-recurring expenditure** that can be targeted to strategically important long- term assets that provide benefits over many years.

ARPA GUIDING PRINCIPLES

Take Time and Careful Consideration

- Use other dedicated grants and programs first whenever possible and **save ARPA funds for priorities** not eligible for other federal and state assistance programs.
- Whenever possible, expenditures related to the ARPA funding should be spread over the qualifying period (through December 31, 2024) to enhance budgetary and financial stability.
- **Adequate time should be taken to carefully consider all alternatives for the prudent use of ARPA funding prior to committing the resources to ensure the best use of the temporary funding.**

LINKS TO KEY ARPAL ARPA AND SLFRF DOCUMENTS AND RESOURCES

Document Title (# of pages)	Description	Link
American Rescue Plan Act of 2021 State and Local Fiscal Recovery Funds website	The general landing page for the ARPA State and Local Fiscal Recovery Funds	https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds
Full Text - American Rescue Plan Act of 2021 (242 pages)	Full text of the American Rescue Plan Act (State and Local Fiscal Recovery Funds section is on pages 220 - 233).	https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf
Interim Final Rule - State and Local Fiscal Recovery Funds (151 pages)	The US Department of Treasury's initial implementation guidance (interim only, not expected to be finalized until late summer 2021) containing more details on SLFRF and eligible categories of expenses	https://home.treasury.gov/system/files/136/RF-Interim-Final-Rule.pdf
State and Local Fiscal Recovery Funds - Frequently Asked Questions As of July 19, 2021 (42 pages)	Complete list of frequently asked questions and responses from the US Treasury on implementation. Excellent source of more detailed information, updated frequently.	https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf
State and Local Fiscal Recovery Funds Compliance and Reporting Guidance (35 pages)	Contains detailed information on the reporting requirements for entities which receive funding (including subrecipients).	https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

COMMENT PERIOD IS OPEN

- Public facing website and public comment portal has been released
 - <https://portland.civilspace.io/en>
 - [Public comment portal now opened](#) on the CivilSpace
- Public health survey has been launched
- [Business community survey](#) has been launched
- Email comments may be submitted at any time
- Staff awaiting Final Rule from US Treasury (fall 2021)



City ARPA website → <https://portland.civilspace.io/>

Welcome to Portland's Civil Space

Civil Space is the City of Portland's new hub to share, discuss, inform, and collaborate on creating sustainable solutions for important issues, challenges, and opportunities in our community. Thanks for taking part, joining with us, and making your voice heard!



AMERICAN RESCUE PLAN ACT OF 2021

NEXT STEPS - PUBLIC MEETINGS

In addition to the many meetings the City has already held during 2021 regarding the American Rescue Plan Act funding, the following additional meetings are scheduled over the next several months.

- 9/13/21 - 5PM - City Council Workshop - American Rescue Plan Act Funding Community Meeting / Public Forum
- 9/23/21 - 5PM - Finance Committee Meeting - American Rescue Plan Act Project Requests & Recommendations Review
- 10/7/21 - 5PM - Finance Committee Meeting - American Rescue Plan Act Project Recommendations - Public Hearing & Vote
- 10/14/21 - 5PM - Finance Committee Meeting - American Rescue Plan Act Project Recommendations (If Necessary)
- 10/18/21 - 5PM - City Council Meeting - American Rescue Plan Act Funding Recommendations - First Read
- 10/25/21 - 5PM - City Council Workshop - American Rescue Plan Act Funding Recommendations
- 11/1/21 - 5PM - City Council Meeting - American Rescue Plan Act Funding Recommendations - 2nd Read / Vote (Public Hearing)



THE AMERICAN RESCUE PLAN ACT

Public Forum