

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 - NOVEMBER 1, 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/84217109286?pwd=NzBPM2hQaDB0NWFBWmpHck1lbnRpQT09>

Passcode: 970838

Or One tap mobile :

US: +13017158592,,84217109286#,,, *970838# or +13126266799,,84217109286#,,, *970838#

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: 842 1710 9286

Passcode: 970838

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

Recognizing Frank Clark, Chief of Police

Recognizing Jon P. Jennings, City Manager

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft October 18, 2021 City Council Meeting Minutes

CONSENT ITEMS:

Order 85-21/22 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Nicholas Leeman - Sponsored by Jon P. Jennings, City Manager

This order authorizes the City Council to approve the transfer of \$2,925.00 in forfeited assets from the State of Maine to the City of Portland in the case of the State of Maine v. Nicholas Leeman.

Order 86-21/22 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Justin Antonio Neves - Sponsored by Jon P. Jennings, City Manager

This order authorizes the City Council to approve the transfer of \$675.00 in forfeited assets from the State of Maine to the City of Portland in the case of the State of Maine v. Justin Antonia Neves.

Order 87-21/22 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Jason Boston - Sponsored by Jon P. Jennings, City Manager

This order authorizes the City Council to approve the transfer of \$7,838.00 in forfeited assets from the State of Maine to the City of Portland in the case of the State of Maine v. Jason Boston.

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

UNFINISHED BUSINESS:

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. It received its first reading on October 18, 2021. Five affirmative votes are required for passage after public comment.

Written Public Comment

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. It received its first reading on October 18, 2021. Five affirmative votes are required for passage after public comment.

Written Public Comment

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. It received its first reading on October 18, 2021. Five affirmative votes are required for passage after public comment.

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. It received its first reading on October 18, 2021. Five affirmative votes are required for passage after public comment.

Written Public Comment

AMENDMENTS:

Order 88-21/22 Amendment to Portland City Code Chapter 15 Re: Emergency Shelter License Requirements - Sponsored by the Health & Human Services and Public Safety Committee, Tae Chong, Chair

The Health & Human Services and Public Safety Committee met on September 28, 2021 and voted 2 - 0 (Ray absent) to recommend passage to the full Council.

The amendment would establish licensing requirements and enforcement provisions for emergency shelters to ensure the safety of clients and staff. These include a two-tier fee structure for small and large emergency shelters, a bed density cap of 300 beds within a one-mile radius, a 1,000-foot buffer zone between shelters, a day space requirement, and exemptions for pre-existing emergency shelters.

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

Order 89-21/22 Amendment to the Portland City Code Chapter 18 Re: Bedford Park renamed Noyes Park - Sponsored by Jon P. Jennings, City Manager

This Order would rename Bedford Park Noyes Park in recognition of the family that originally donated the land to the City to create this park in 1927. This request was made by members of the Noyes family and is supported by City staff.

Staff research determined that the name "Bedford Park" began to be used in the 1950s, but their research did not determine why or how that change was made. Additional information on the history of this property and the research conducted by staff can be found in the accompanying staff memo.

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

Written Public Comment

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

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 MINUTES

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:

Mayor Snyder called the meeting to order at 5:02 P.M. (Councilor Mavodones arrived during the Annual Report of the Fish Exchange, Councilor Fournier arrived after the Vote on Order 74.)

ANNOUNCEMENTS:

Councilor Ali wanted the public to know that he is attending tonight's meeting from Ghana and his internet may be in and out.

RECOGNITIONS:

PRESENTATIONS:

ANNUAL MEETING:

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

Motion was made by Councilor Ray and seconded by Councilor Chong to recess the meeting of the City Council and convene the Annual meeting of the Corporator of the Portland Fish Exchange.

Passage 6-0. (Mavodones, Fournier absent).

Motion was made by Councilor Mavodones and seconded by Councilor Ray to adjourn the Annual Meeting of the Corporator of the Portland Fish Exchange and reconvene the meeting of the City Council.

Passage 7-0. (Fournier absent).

APPROVAL OF MINUTES OF PREVIOUS MEETING:

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

Motion was made by Councilor Ray and seconded by Councilor Zarro for approval of the draft October 4, 2021 City Council Meeting minutes. Passage 7-0. (Fournier absent)

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

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

CONSENT ITEMS:

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

Motion was made by Councilor Chong and seconded by Councilor Mavodones for passage. Passage 6-0. (Ali out, Fournier absent).

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

Motion was made by Councilor Ray and seconded by Councilor Mavodones for passage. Passage 6-0. (Ali out, Fournier absent).

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

Motion was made by Councilor Mavodones and seconded by Councilor Ray for passage. Passage 6-0. (Ali out, Fournier absent).

COMMUNICATIONS:

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

As a communication, it does not require public comment or council action.

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

Motion was made by Councilor Chong and seconded by Councilor Ali for passage. Passage 7-0. (Fournier absent).

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

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

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

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

ORDERS:

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

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

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

Councilor Fournier recused herself from Order 80. She was involved with Fair Elections Portland.

There was a vote taken after Order 80 was read, to provide affirmation from the City Council that they either watched the City Council meetings in September 2019 involving Fair Election Portland, regarding Clean Elections and the Portland City Council, and or were in attendance during the September 2019 meetings. (All Councilors affirmed that they watched and or participated in the City Council meetings, Passage 7-0. (Fournier recused).

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

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

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

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

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**

This is its first meeting.

Motion was made by Councilor Ali and seconded by Councilor Zarro to adjourn. Passage
8-0 at 8:14 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

AMENDMENTS:

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

EXECUTIVE SESSION:

MEMORANDUM
City Council Agenda Item

FROM: Jill Domingos
DATE: October 18, 2021
SUBJECT: Order 85-21/22 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Nicholas Leeman - Sponsored by Jon P. Jennings, City Manager
SPONSOR: Jon Jennings
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **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 authorizes the City Council to approve the transfer of \$2,925.00 in forfeited assets from the State of Maine to the City of Portland in the case of the State of Maine v. Nicholas Leeman.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Leeman Transfer of Funds 11.1.2021
2. Asset Forf_Leeman

Prepared by:
Jill Domingos
Date: 10/18/2021

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 TRANSFER OF FUNDS
UNDER
15 M.R.S. §§ 5824(3) and 5826(6)
RE: NICHOLAS LEEMAN**

ORDERED, that the City Council hereby approves the transfer of \$2,925.00 in forfeited assets in the case of State of Maine vs. Nicholas Leeman from the State of Maine to the City of Portland, pursuant to 15 M.R.S. § 5824(3) and § 5826(6) and as provided in the attached “Approval of Transfer.”

STATE OF MAINE
Cumberland, SS

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-20-4778

State of Maine

v.

Nicholas Leeman,
Defendant;

And

\$2,925.00 U.S. CURRENCY
Defendant In Rem

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City of Portland
Approval of Transfer
15 M.R.S. §5824(3)
and §5826(6)

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem*, namely \$2,925.00 U.S. Currency on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the portion of the Defendant *In Rem*, namely \$2,925.00 to the City of Portland, Maine pursuant to 15 M.R.S. §5824(3) and §5826(6) on November 1, 2021.

Dated: _____

Mayor
(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL



REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPSCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

October 8, 2021

Portland Police Department
Chief Frank Clark
109 Middle Street
Portland, ME 04101

RE: State of Maine vs. Nicholas Leeman
Cumberland County Unified Criminal Court Doc. No. CR-20-4778
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Clark:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency, County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or

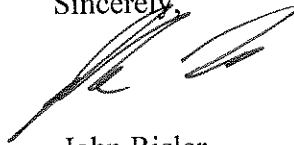
municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. Risler', with a long, sweeping horizontal stroke extending to the left.

John Risler
Assistant Attorney General

JR/lmn
Enclosure

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR- 20-4778

State of Maine	}	
	}	City of Portland
v.	}	Approval of Transfer
	}	15 M.R.S. §5824(3) and §5826
Nicholas Leeman	}	
Defendant;	}	
	}	
And	}	
	}	
\$2,925.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and §5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant In Rem namely \$2,925.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant(s) In Rem to the City of Portland, Maine pursuant to 15 M.R.S. § 5824(3) and §5826(6) as approved on _____ 2021.

Mayor

(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM: Jill Domingos
DATE: October 18, 2021
SUBJECT: Order 86-21/22 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Justin Antonio Neves - Sponsored by Jon P. Jennings, City Manager
SPONSOR: Jon Jennings
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **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 authorizes the City Council to approve the transfer of \$675.00 in forfeited assets from the State of Maine to the City of Portland in the case of the State of Maine v. Justin Antonia Neves.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Neves Transfer of Funds 11.1.2021
2. Asset Forf_ Neves

Prepared by:
Jill Domingos
Date: 10/18/2021

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 TRANSFER OF FUNDS
UNDER
15 M.R.S. §§ 5824(3) and 5826(6)
RE: JUSTIN ANTONIO NEVES**

ORDERED, that the City Council hereby approves the transfer of \$675.00 in forfeited assets in the case of State of Maine vs. Justin Antonio Neves from the State of Maine to the City of Portland, pursuant to 15 M.R.S. § 5824(3) and § 5826(6) and as provided in the attached “Approval of Transfer.”

**STATE OF MAINE
Cumberland, SS**

**UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-18-4344**

State of Maine

v.

**Justin Antonio Neves,
Defendant;**

And

**\$675.00 U.S. CURRENCY }
Defendant In Rem }**

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**City of Portland
Approval of Transfer
15 M.R.S. §5824(3)
and §5826(6)**

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem*, namely \$675.00 U.S. Currency on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the portion of the Defendant *In Rem*, namely \$675.00 to the City of Portland, Maine pursuant to 15 M.R.S. §5824(3) and §5826(6) on November 1, 2021.

Dated: _____

Mayor

(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006
September 27, 2021

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPSCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

Portland Police Department
Chief Frank Clark
109 Middle Street
Portland, ME 04101

RE: State of Maine vs. Justin Antonio Neves
Cumberland County Unified Criminal Court Doc. No. CR-18-4344
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Clark:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final

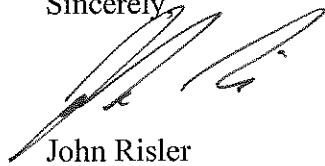
forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely

A handwritten signature in black ink, appearing to read "John Risler", written over a horizontal line.

John Risler
Assistant Attorney General
CRIMINAL DIVISION

JR/lmn
Enclosure

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR-18-4344

State of Maine	}	
	}	City of Portland
v.	}	Approval of Transfer
	}	15 M.R.S. §5824(3) and §5826
Justin Antonio Neves	}	
Defendant;	}	
	}	
And	}	
	}	
\$675.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and §5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem* namely \$675.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant(s) *In Rem* to the City of Portland, Maine pursuant to 15 M.R.S. § 5824(3) and §5826(6) as approved on _____.

Mayor

(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM: Jill Domingos
DATE: October 18, 2021
SUBJECT: Order 87-21/22 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Jason Boston - Sponsored by Jon P. Jennings, City Manager
SPONSOR: Jon Jennings
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **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 authorizes the City Council to approve the transfer of \$7,838.00 in forfeited assets from the State of Maine to the City of Portland in the case of the State of Maine v. Jason Boston.

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

The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Boston Transfer of Funds 11.1.2021
2. Asset Forf_Boston

Prepared by:
Jill Domingos
Date: 10/18/2021

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 TRANSFER OF FUNDS
UNDER
15 M.R.S. §§ 5824(3) and 5826(6)
RE: JASON BOSTON**

ORDERED, that the City Council hereby approves the transfer of \$7,838.00 in forfeited assets in the case of State of Maine vs. Jason Boston from the State of Maine to the City of Portland, pursuant to 15 M.R.S. § 5824(3) and § 5826(6) and as provided in the attached “Approval of Transfer.”

STATE OF MAINE
Cumberland, SS

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-20-2381

State of Maine

v.

Jason Boston,
Defendant;

And

\$7,838.00 U.S. CURRENCY
Defendant In Rem

}

}

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City of Portland
Approval of Transfer
15 M.R.S. §5824(3)
and §5826(6)

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem*, namely \$7,838.00 U.S. Currency on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the portion of the Defendant *In Rem*, namely \$7,838.00, to the City of Portland, Maine pursuant to 15 M.R.S. §5824(3) and §5826(6) on November 1, 2021.

Dated: _____

Mayor

(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

September 27, 2021

Portland Police Department
Chief Frank Clark
109 Middle Street
Portland, ME 04101

RE: State of Maine vs. Jason Boston
Cumberland County Unified Criminal Court Doc. No. CR-20-2381
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Clark:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or

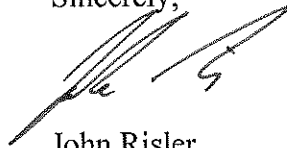
municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John Risler", with a stylized flourish extending from the end.

John Risler
Assistant Attorney General
CRIMINAL DIVISION

JR/lmn
Enclosure

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR-20-2381

State of Maine	}	
	}	City of Portland
v.	}	Approval of Transfer
	}	15 M.R.S. §5824(3) and §5826
Jason Boston,	}	
Defendant;	}	
	}	
And	}	
	}	
\$7,838.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and §5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem* namely \$7,838.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant(s) *In Rem* to the City of Portland, Maine pursuant to 15 M.R.S. § 5824(3) and §5826(6) as approved on _____.

Mayor

(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: October 19, 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. It received its first reading on October 18, 2021. Five affirmative votes are required for passage after public comment.

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: 10/19/2021

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.



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

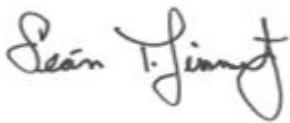
For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

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



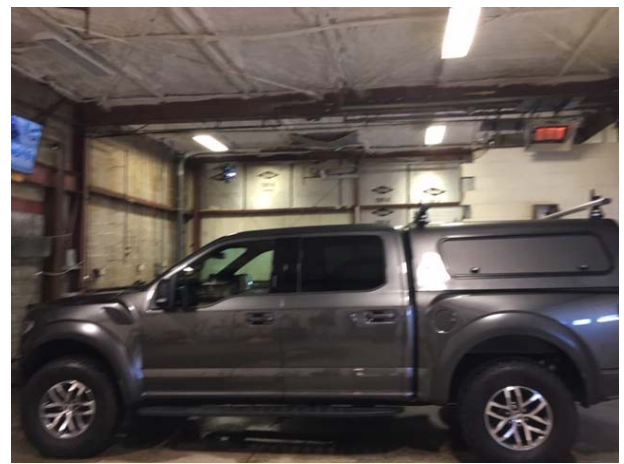
STAFF AREA



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

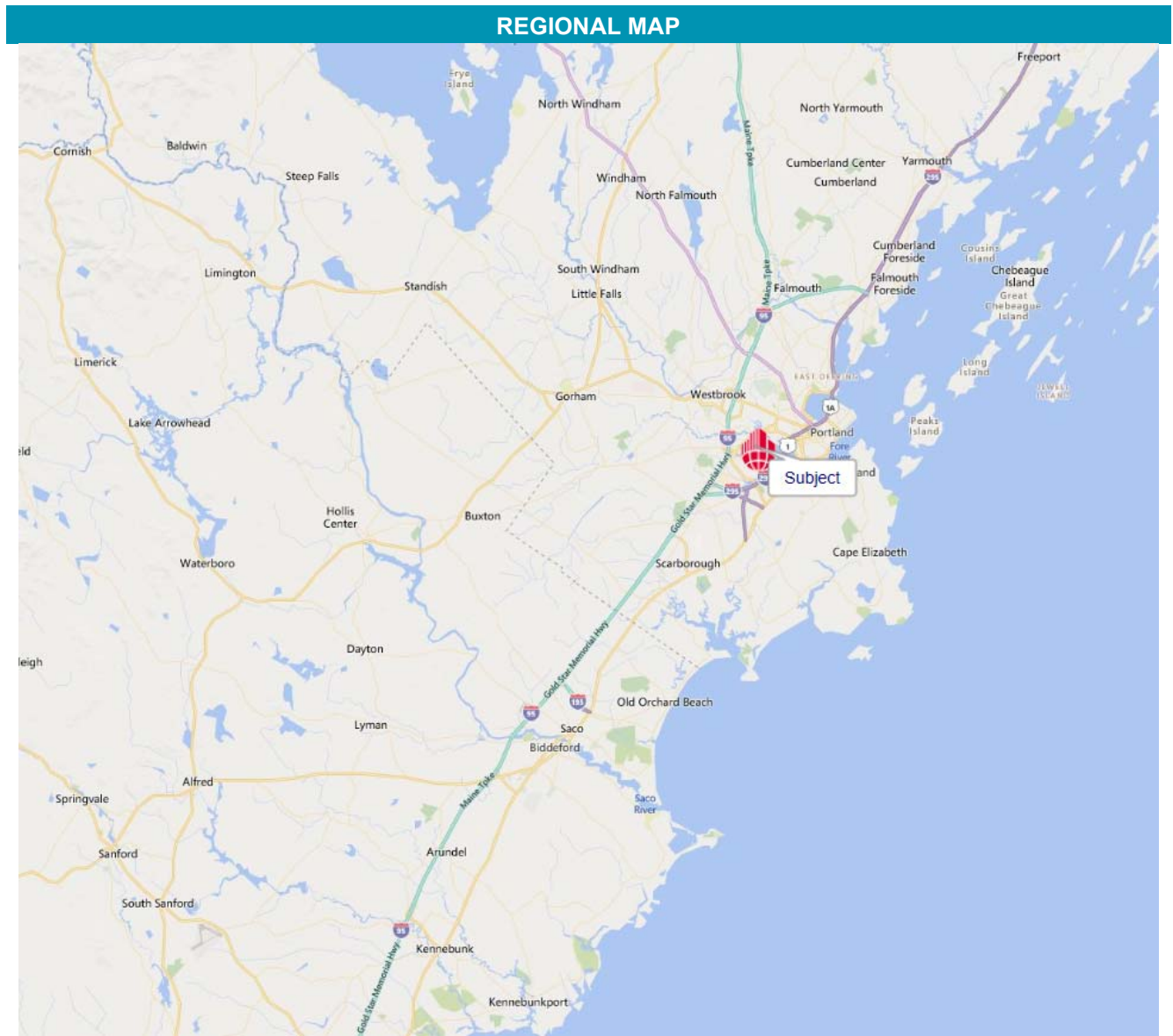
Effective Dates of Valuation:

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



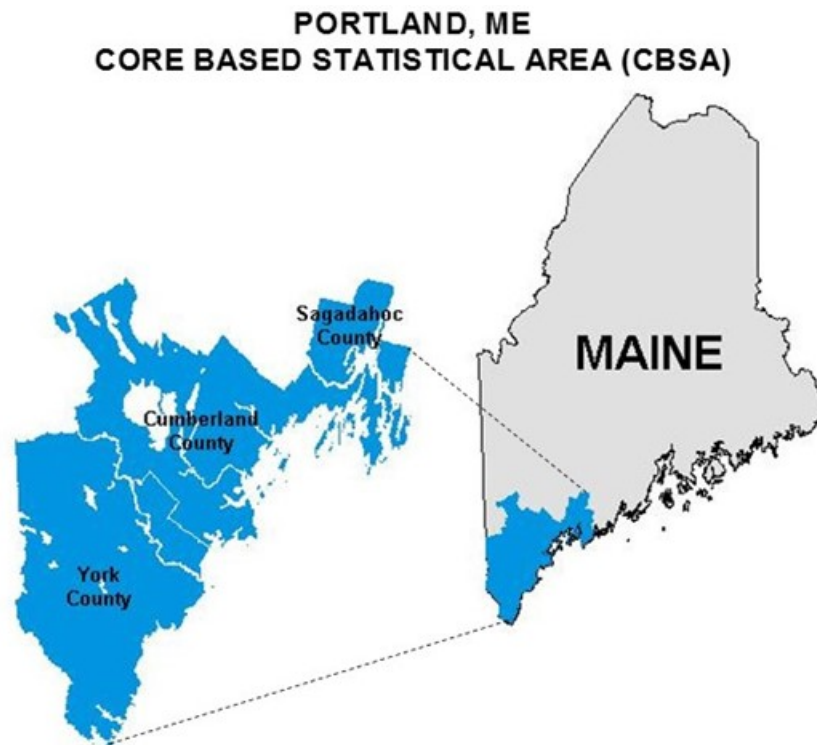
Southern Maine Regional Analysis

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.

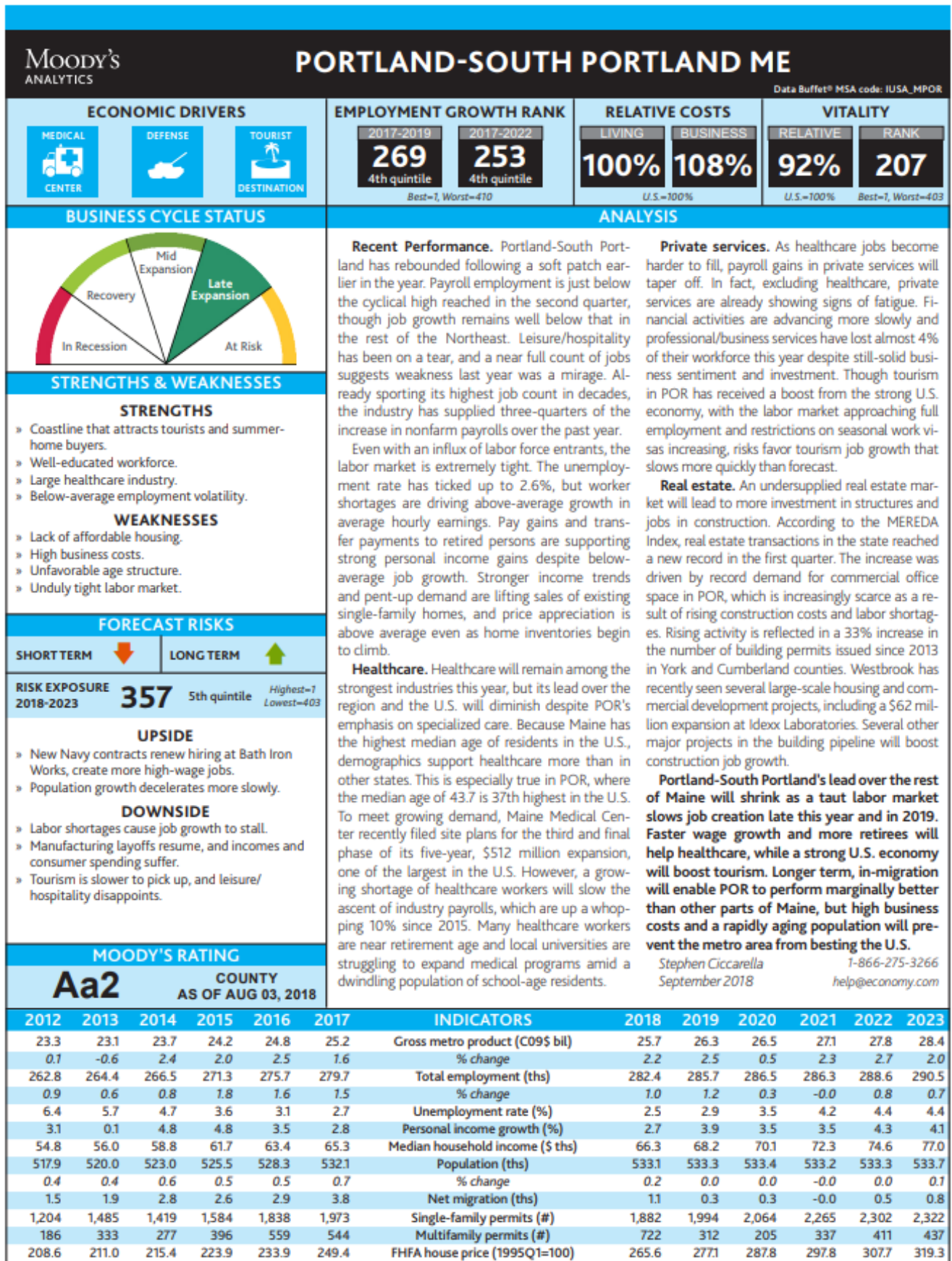
Further considerations are as follows:

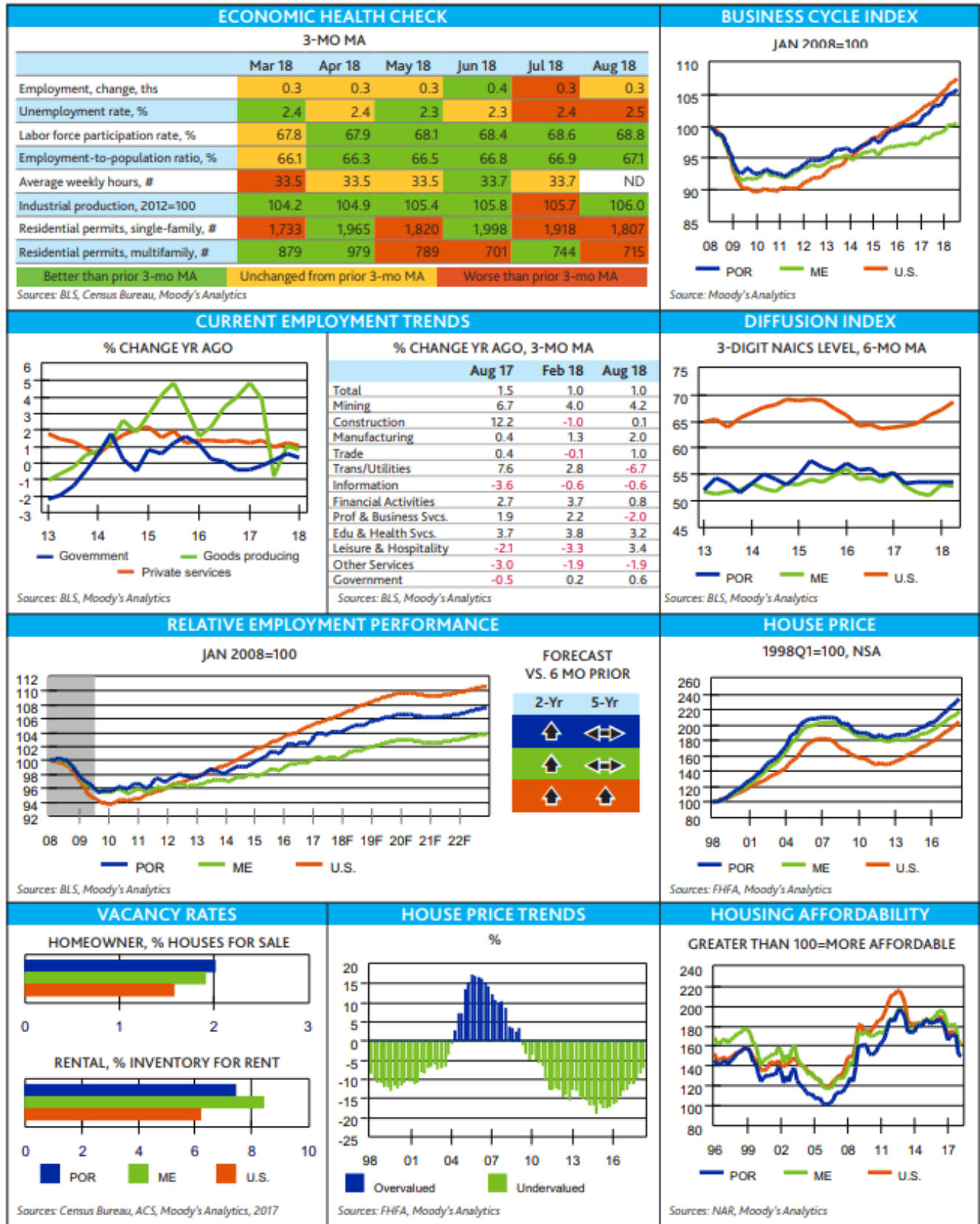
- The Port of Portland serves the largest tonnage of any New England Seaport and is a leading east coast port for marine and petroleum goods. In 2017, the Portland's trade with the world totaled \$17.7 billion in a 14.0 percent increase over the previous year. The Maine Department of Transportation reported 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.

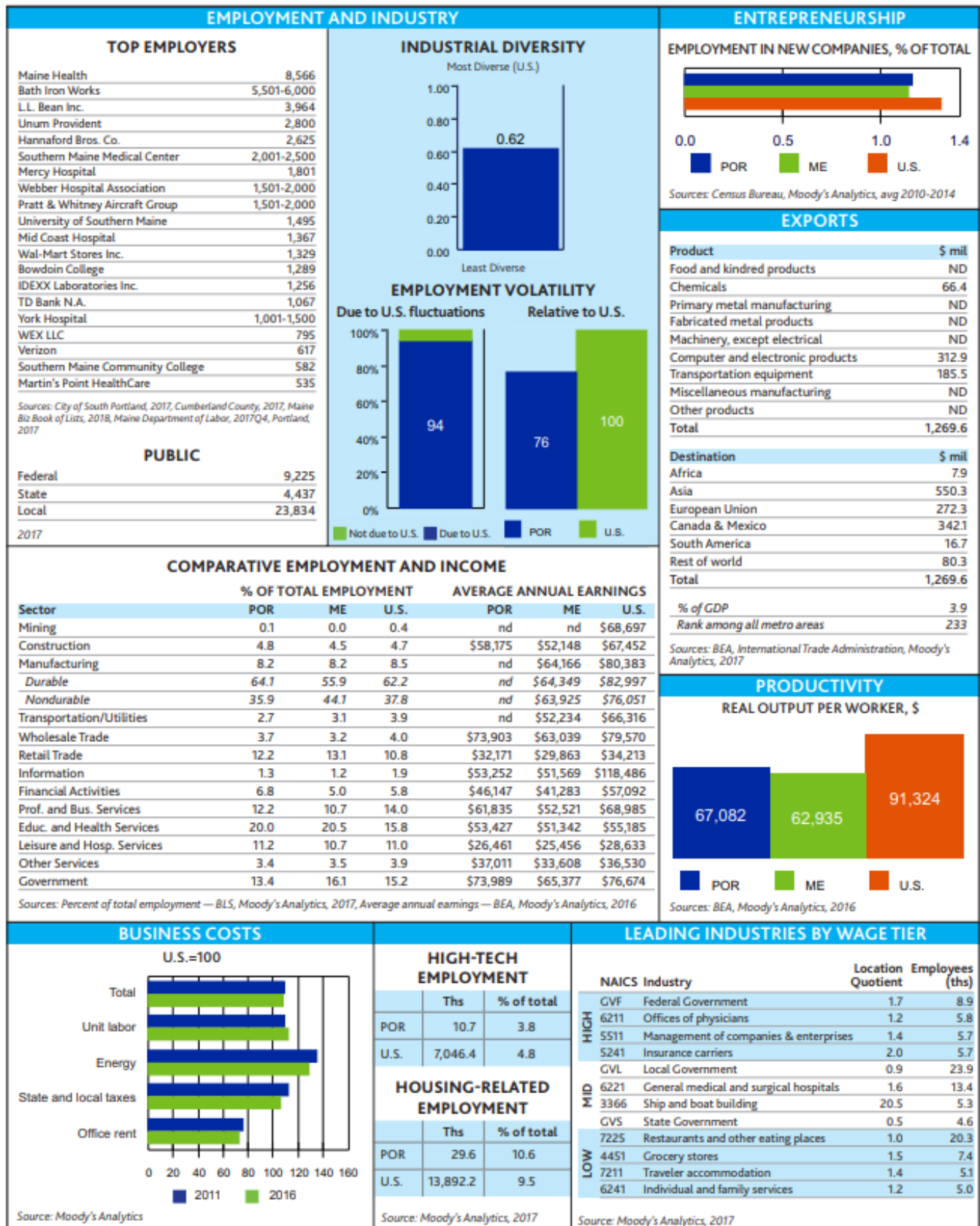
- Brunswick Landing, the business campus occupying the former Naval Air Station Brunswick campus, has exceeded all expectations of the Midcoast Regional Redevelopment Authority (MRA) into 2018. Brunswick Landing covers 3,200 acres of the former U.S. Naval Facility and is home to almost 2 million square 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.

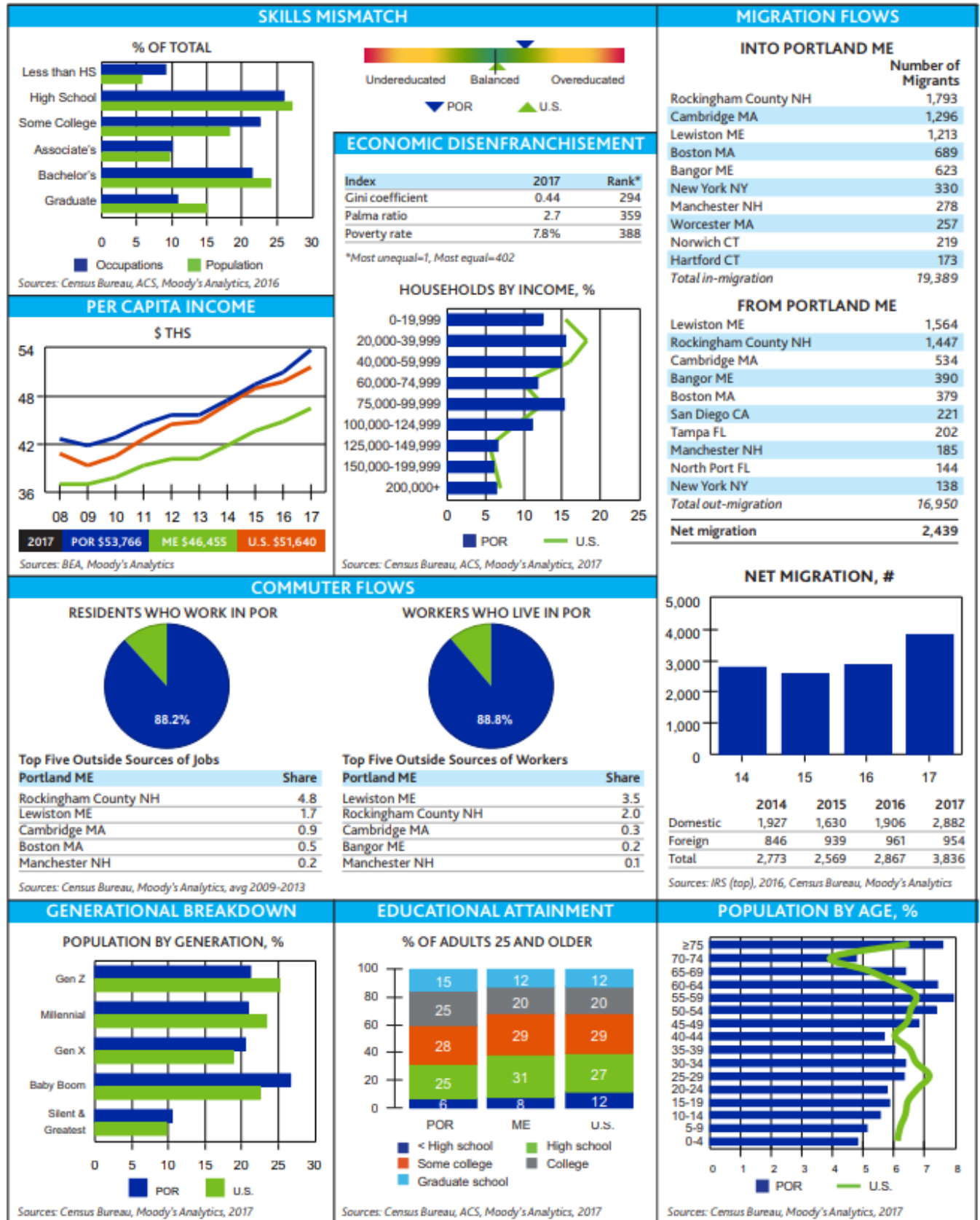
Economic Trends

The September 2018 Moody's Analytics Précis report for the Portland Region is as follows:



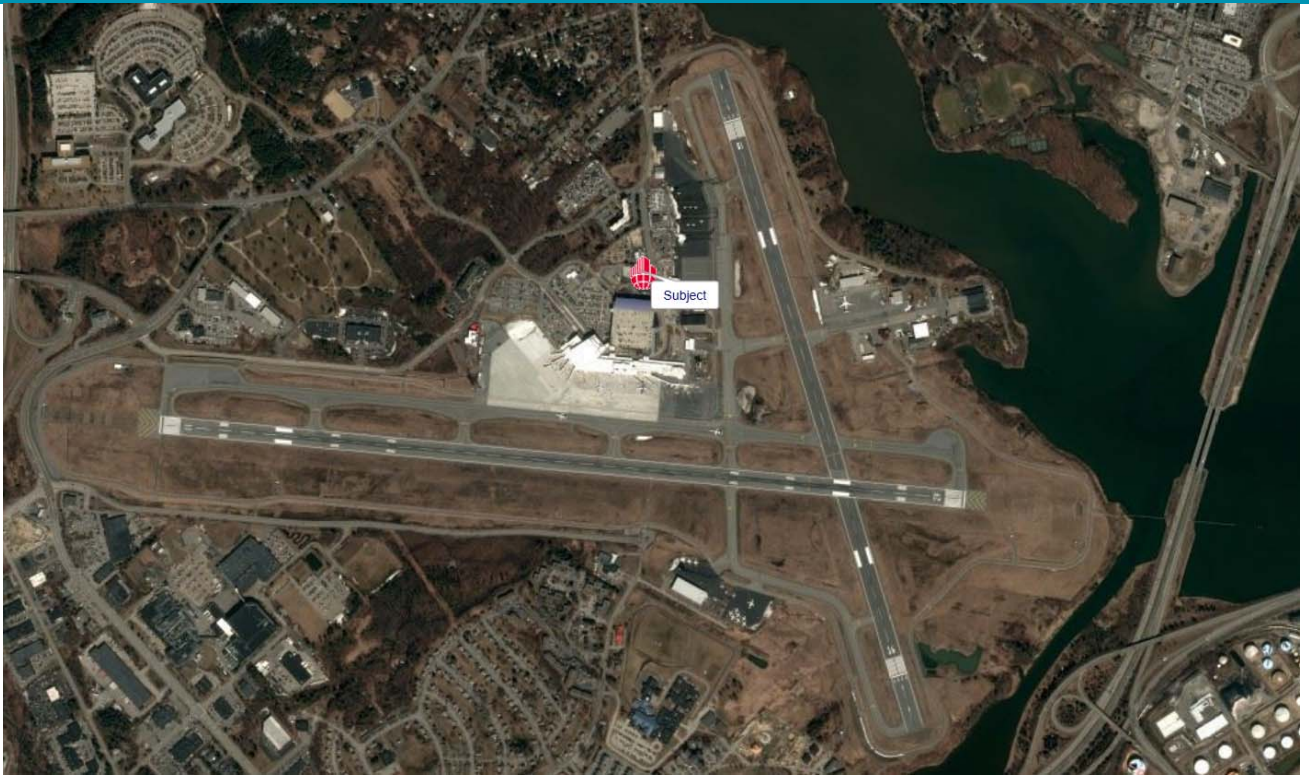






Local Area Analysis

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

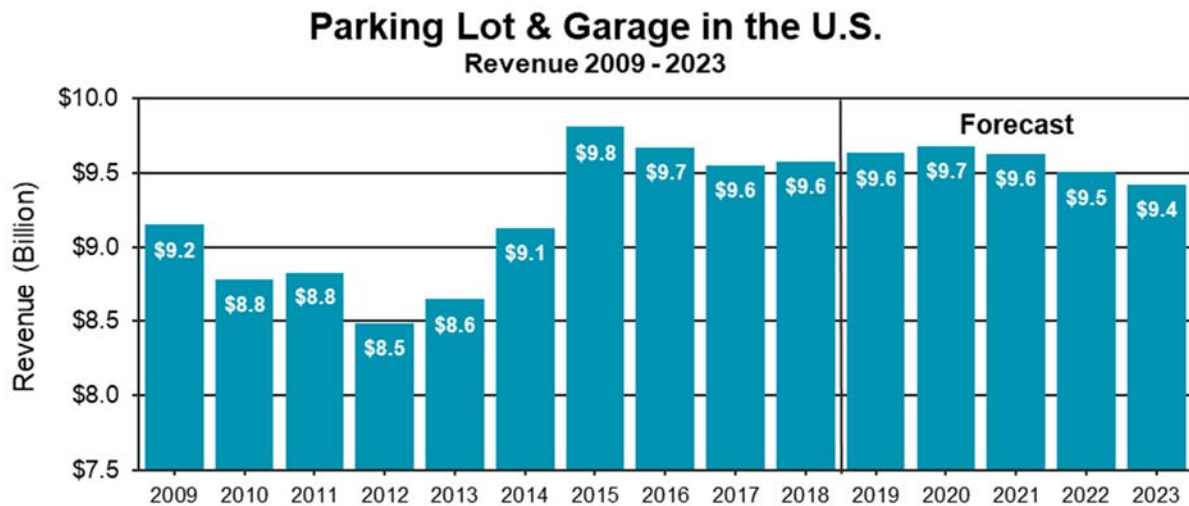
Revenue

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:



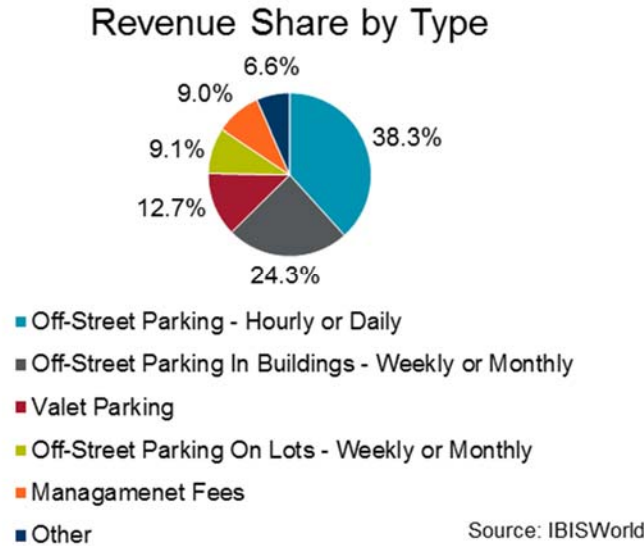
Source: IBISWorld

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:



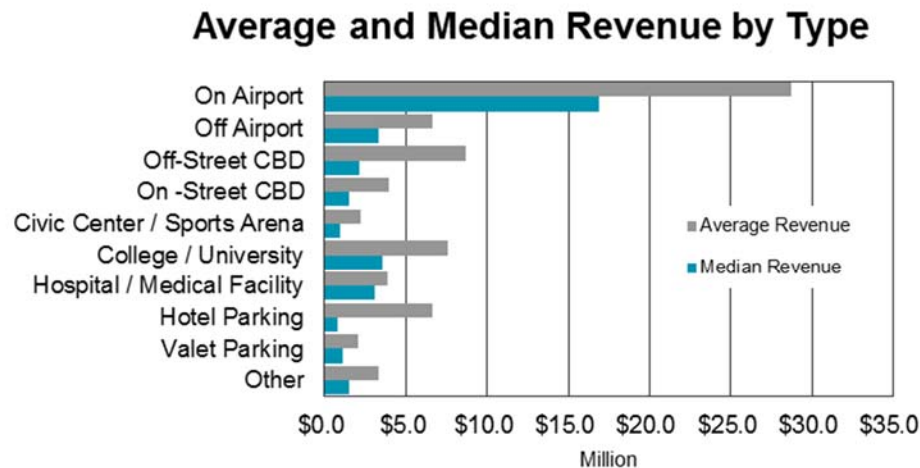
Demand for parking services is directly related to the transportation habits and demographic breakdown of the U.S. population. Increased travel by car or plane leads to rising demand for parking services while the use of automotive substitutes, such as public transportation or bicycles, decreases demand 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

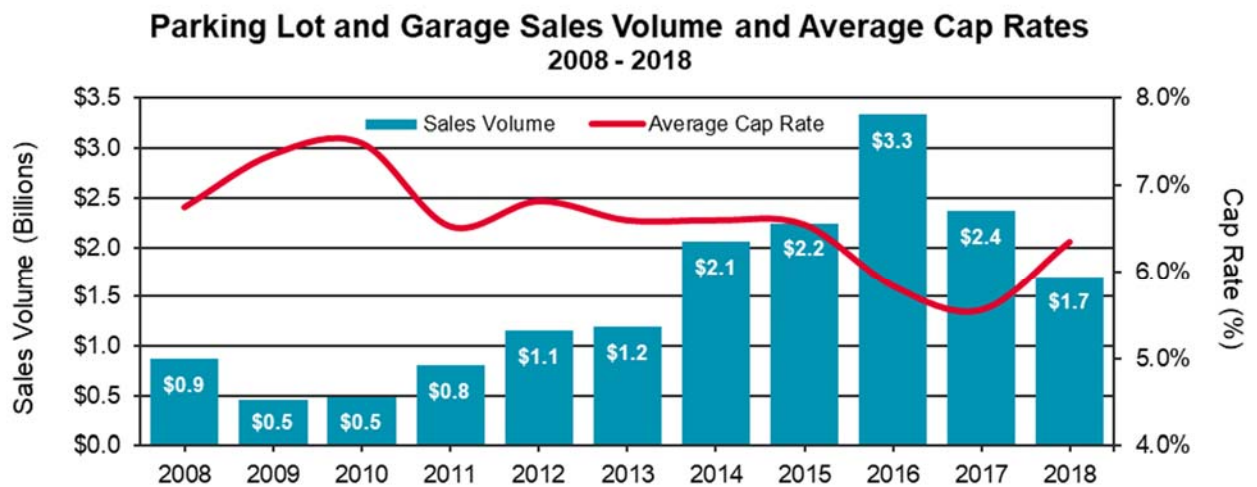
The matters and timeline to acquire a parking lot or garage can depend on the nature of the property. A municipal asset is subject to the public bidding process, in which legal and tax issues and municipal politics can complicate transactions. Whereas private transactions are more accessible and easier 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.

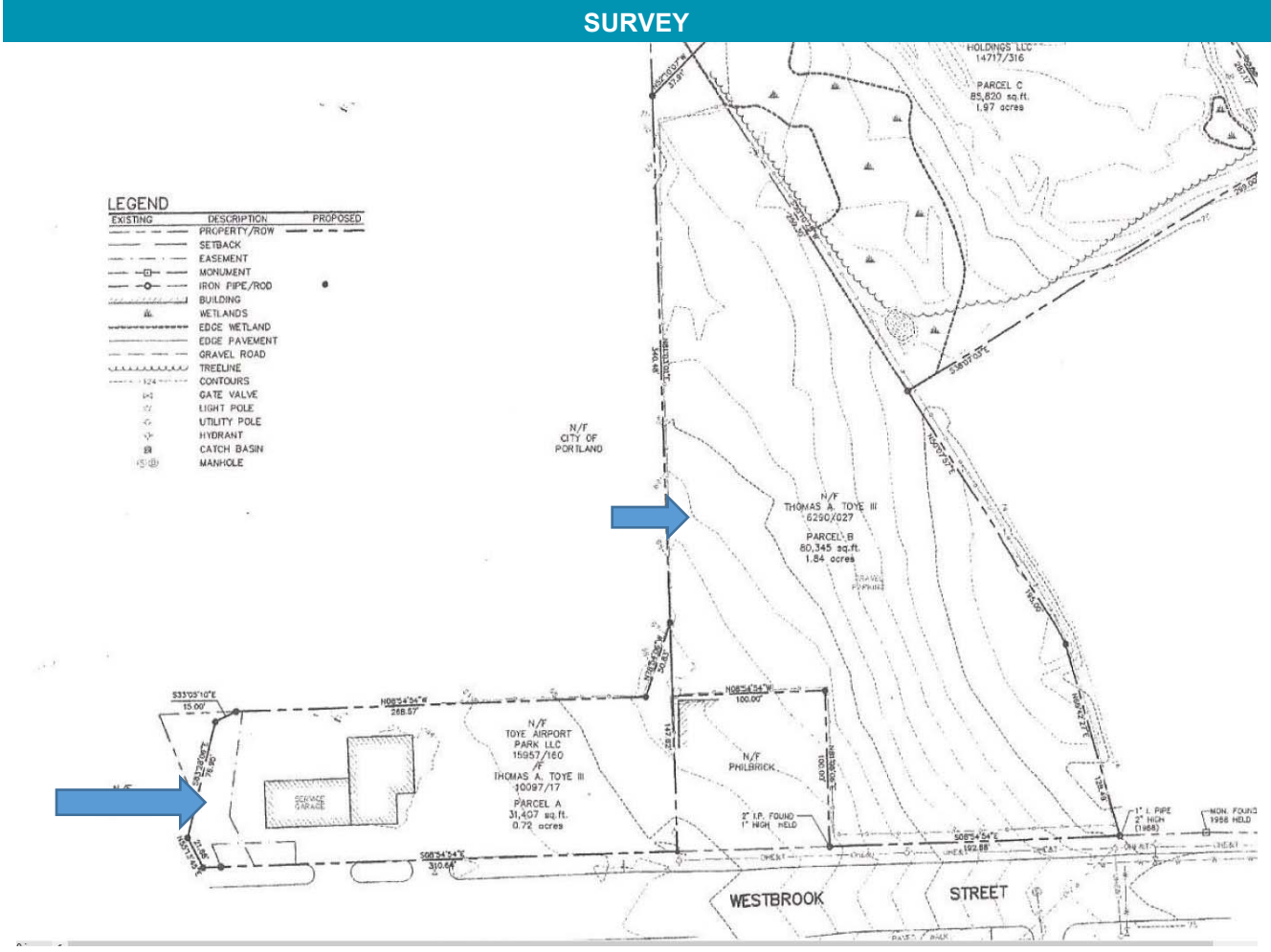
SITE CONDITIONS

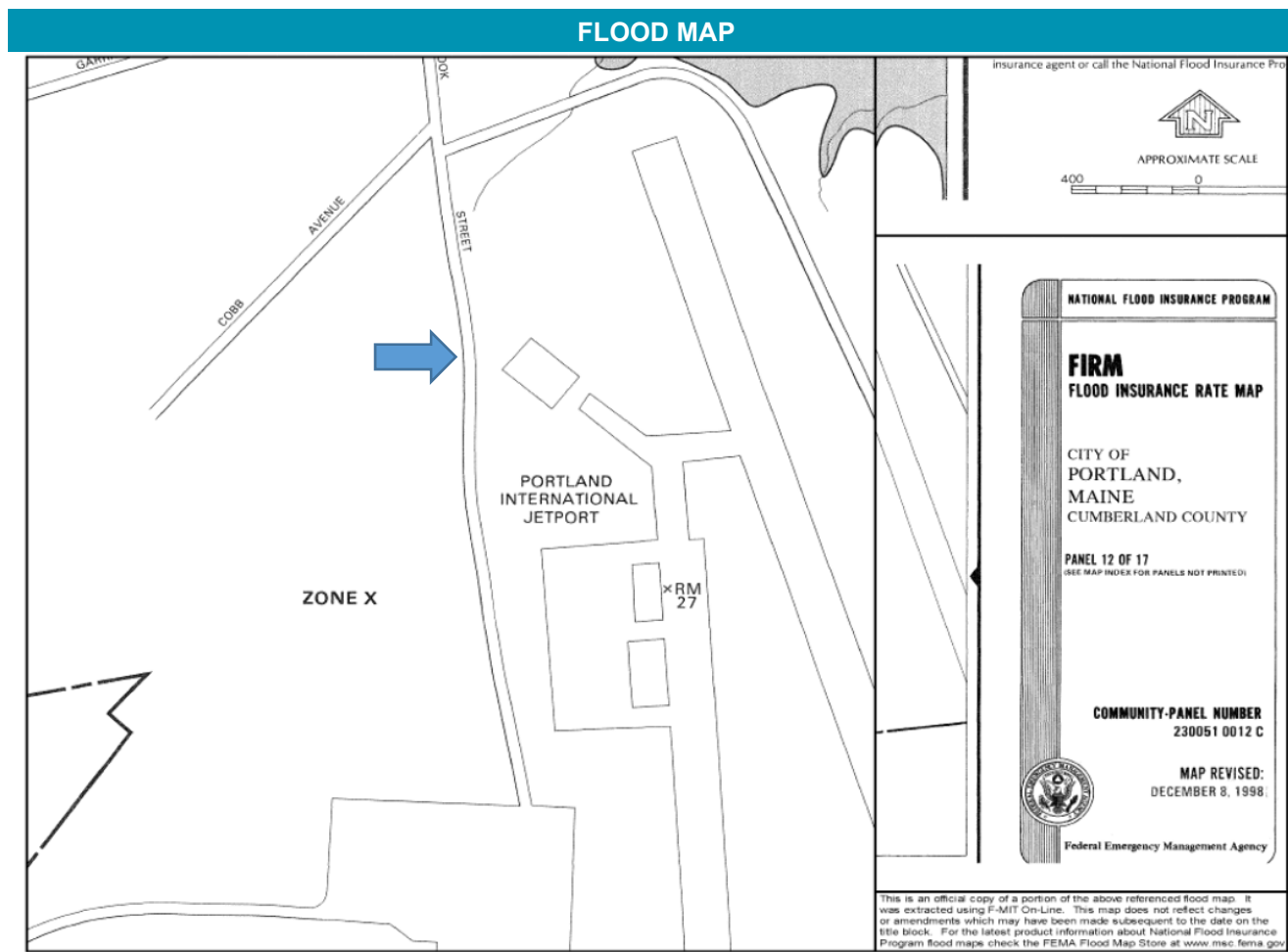
Soil Conditions: We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.

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.

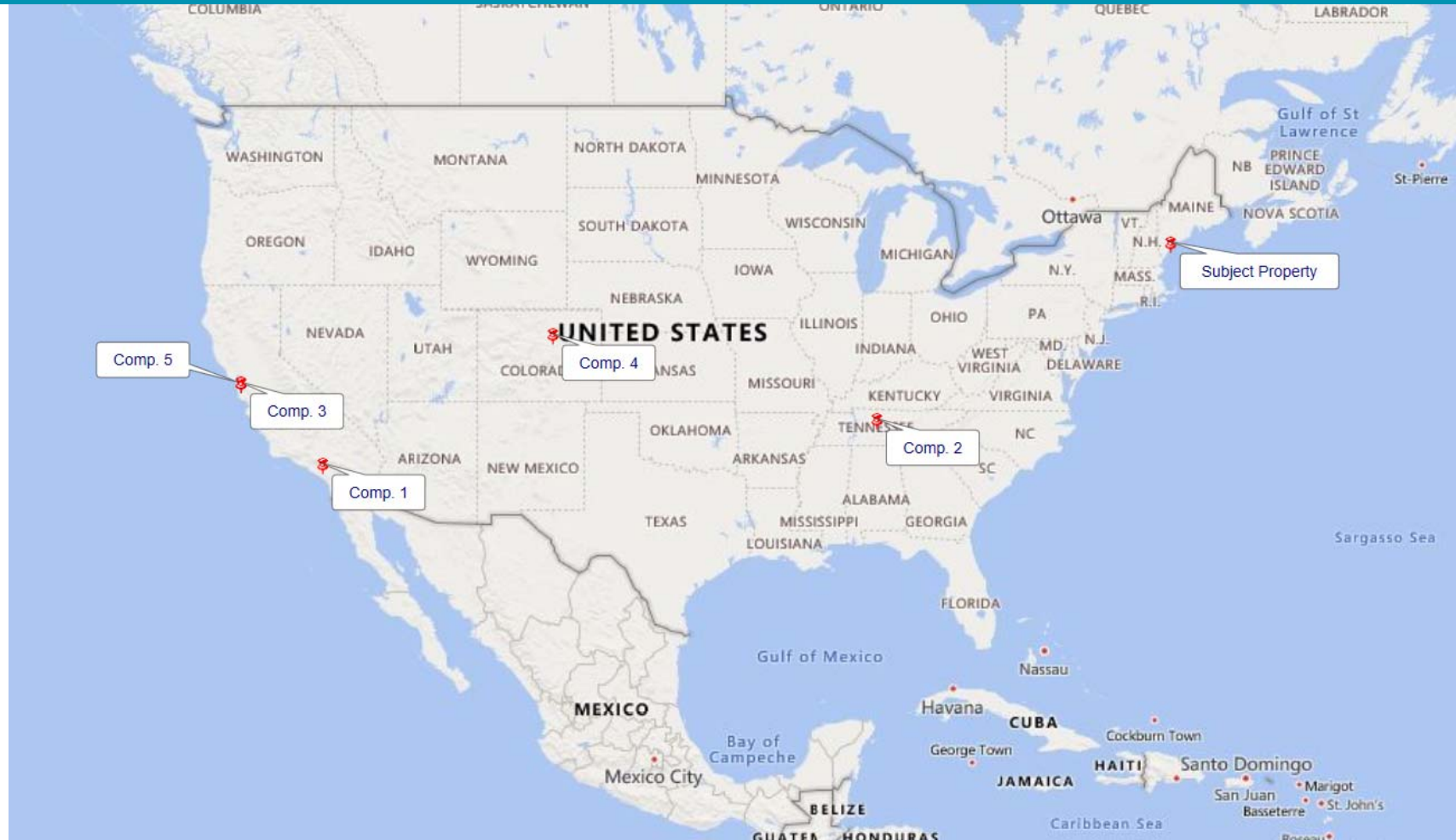
The most widely used and market-oriented unit of comparison for properties such as the subject is the sales price per space. All comparable sales were analyzed on this basis. The following pages contain a summary of the improved properties that we compared to the subject property, a map showing their 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.

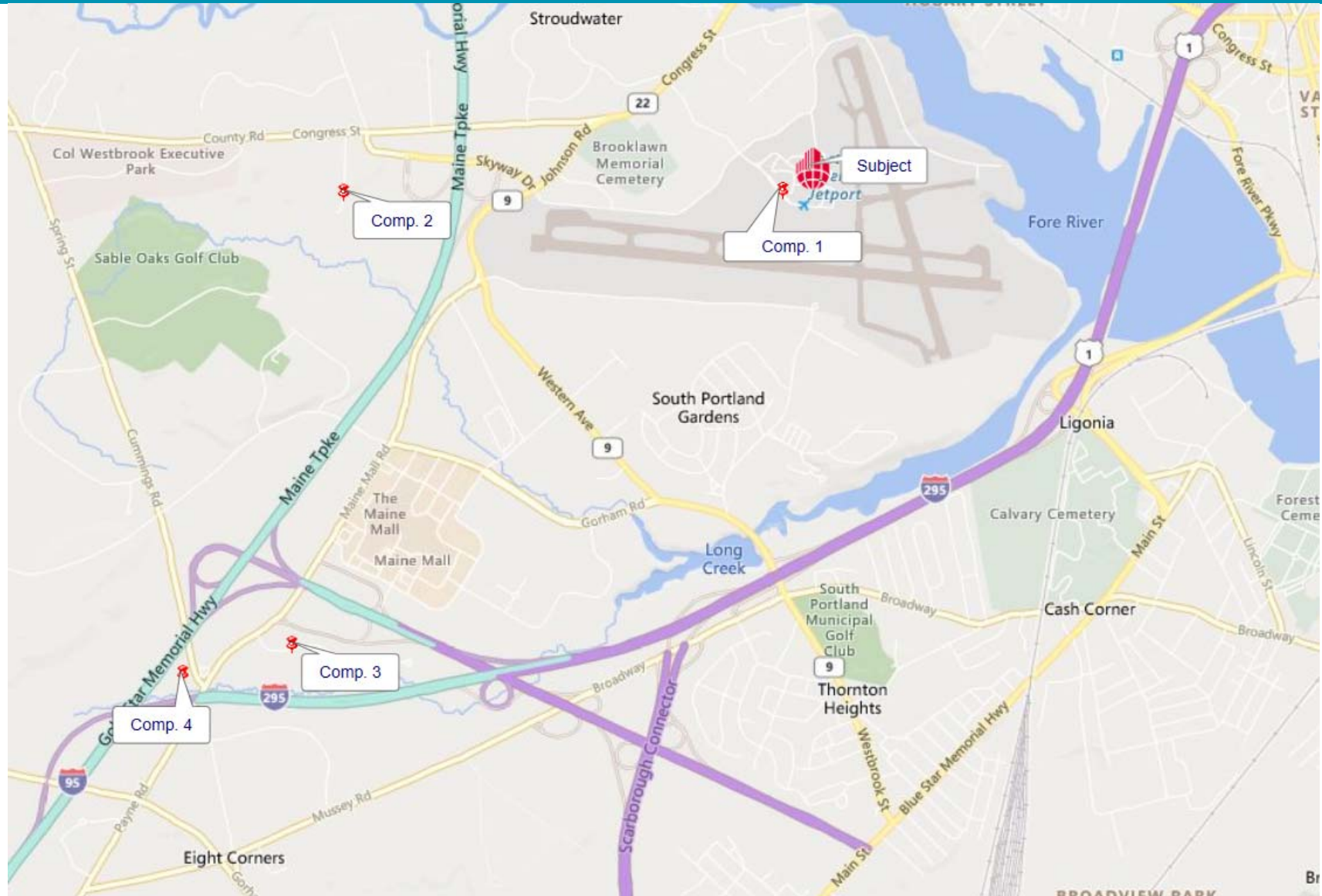
Analysis of Comparable Parking Lots

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	
	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI	Per Space	% EGI
REVENUE												
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:

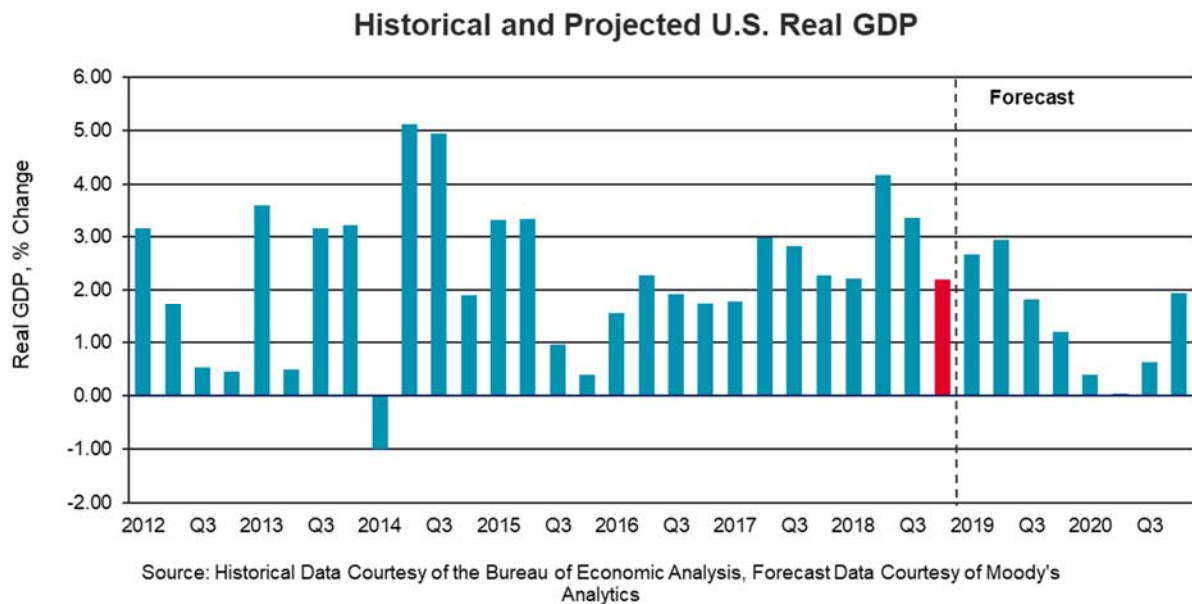
- Employment in the key office-using sectors (financial, professional and business services and information) averaged 49,700 per month in fourth quarter 2018. Despite trade tensions, manufacturing is still adding jobs. Total employment in industrial related sectors (warehouse, transportation and manufacturing) 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

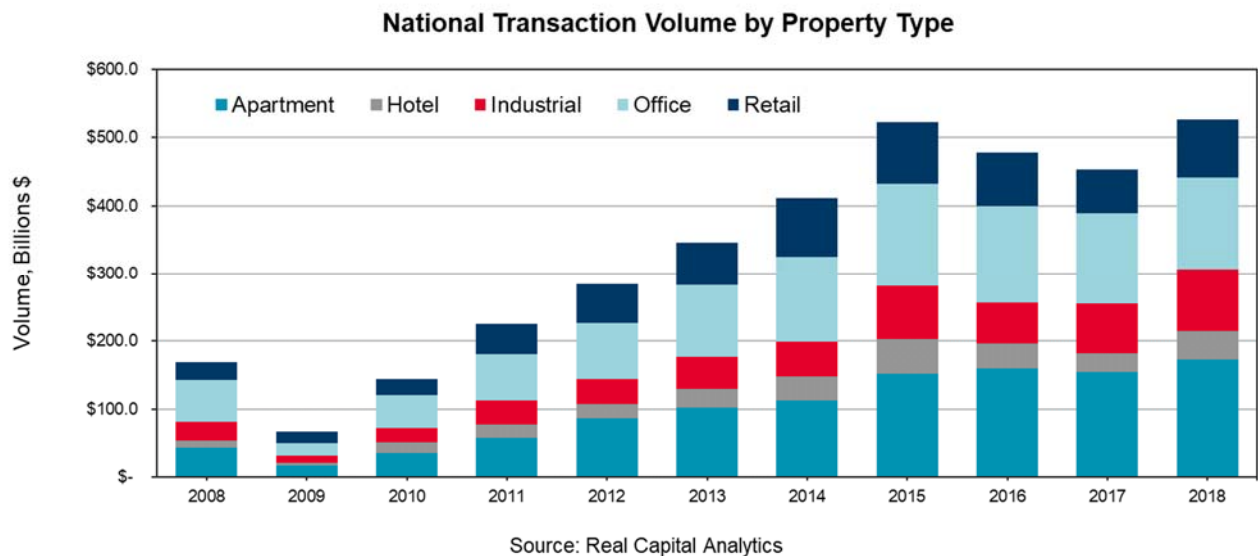
The commercial real estate market's sales volume reached \$526.2 billion in 2018, 16.2 percent above sales volume in 2017. Deal volume in 2018 is at its second-highest level on record, according to Real Capital Analytics. One of the strongest parts of the market in 2018 was entity-level transactions. 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.

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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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.

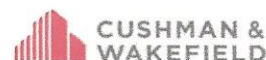
Intended Use: Internal review by the Client.

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.

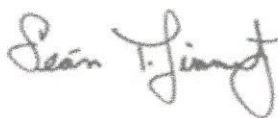
Future Marketing Disclosure: Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.

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: 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 Information

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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.

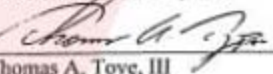
IN WITNESS WHEREOF, the said TOYE AIRPORT PARK, LLC has caused this instrument to be signed this 16th day of November, 2001.

WITNESS:



TOYE AIRPORT PARK, LLC

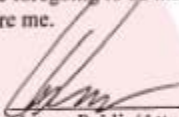
By:


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.

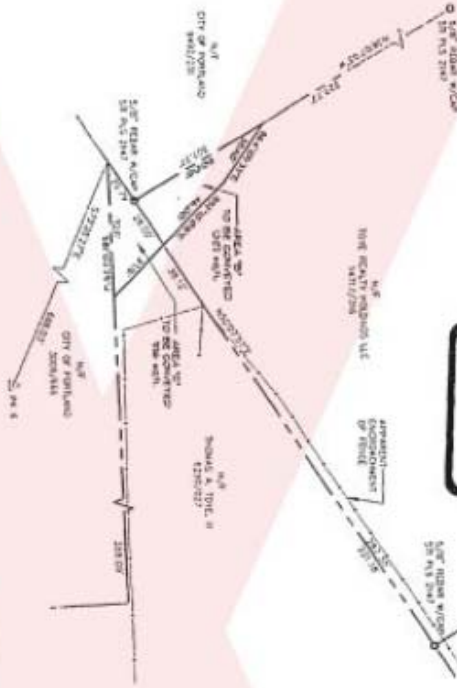
Meaning and intending to describe a certain parcel of land containing 996 square feet, more or less, being "Area C to be Conveyed" as shown on the Plan.

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

ALL-STATE LEGAL
EXHIBIT
B-1



GENERAL NOTES

3. The plan is a GRANT to OWNED upon receipt and review of a FILED COMBINED.
4. The plan is a GRANT to OWNED upon receipt and review of a FILED COMBINED.
5. The plan is a GRANT to OWNED upon receipt and review of a FILED COMBINED.

LEGEND

EXISTING	DESIGNATION	PROPOSED
0	IRON PFC/NO	CI / I
CI / A	CLAVE/LINE NO	
	CHAIN LINK FENCE	
A	PC BY OTHERS	

Sebago Technics
Engineering & Planning for the Future
P.O. Box 10000, Portland, ME 04107
(207) 761-1000

**SURVEY PLOT PLAN
OF
LAND TO BE CONVEYED
WILBROOK STREET
PORTLAND, MAINE
FOUR LOTS, 10000
DUFRESNE-HENRY, INC.**

For information, see 04000-1339
Tel (202) 828-0277

**SURVEY PLOT PLAN
OF
LAND TO BE CONVEYED
WESTBOROUGH STREET
FOUR LANE, MAINE
FOR
DUFRESNE-HENRY, INC.
CONSULTING ENGINEERS
PORTLAND, ME 04101**

DESIGN BY	DCJ
DRAWN BY	DCJ
CHECKED BY	DCJ
DATE	3-07-98
SCALE	1"=4'-0"
PLOT FILE	2454497
PLOT NO.	0104463
DRAWING	0104463
SHEET	OF

RECEIVED
RECORDED REGISTRY OF DEEDS

2001 NOV 19 AM 11: 27

WINDFELL AND COUNTY
John B. Osborn

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.
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. Katsafelis
Notary Public/Attorney at Law

Donna M. Katsafelis
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";

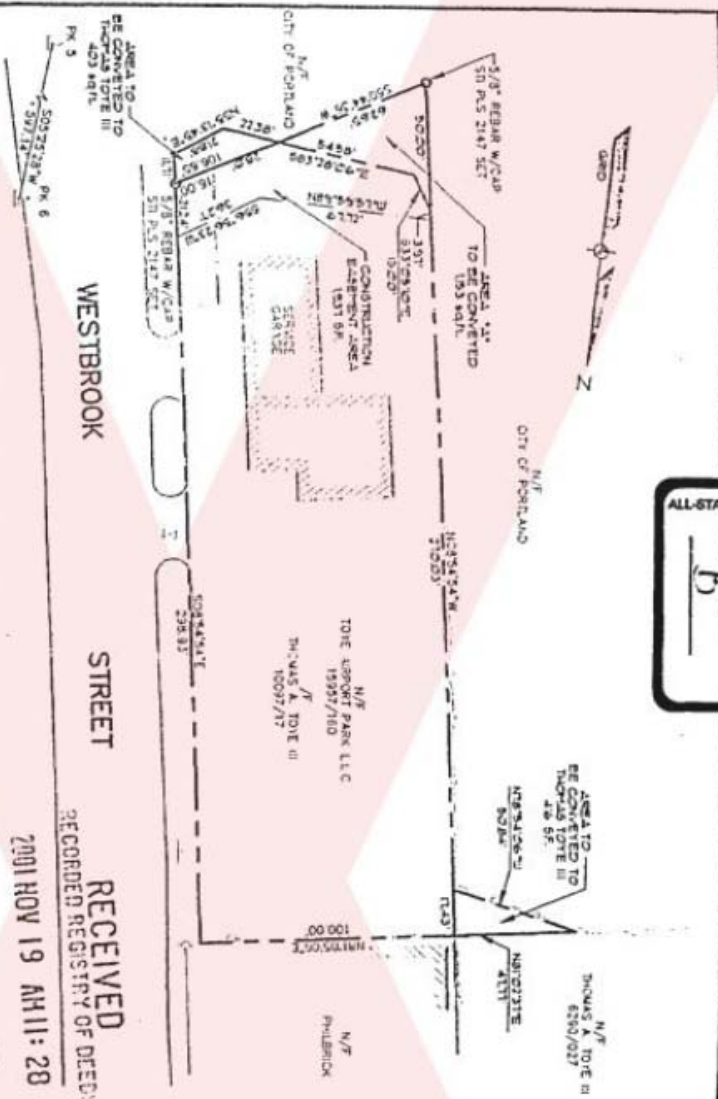
Thence N 60°-44'-36" E, by and along said Toye, a distance of 44.00 feet to the point of beginning.

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 TOIE 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. O'Brien

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 OF
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 PAVEMENT, DATED THROUGH 1996 BY SABAGO TECHNICS, INC.
 - B) PHASE I PARKING GARAGE PORTLAND INTERNATIONAL, GENERAL LAYOUT PLAN DATED DECEMBER 15, 2000 BY HENRY.
 - C) PHASE I PARKING GARAGE PORTLAND INTERNATIONAL, THOMAS TOIE PROPERTY TRANSFER PLAN DATED THROUGH SEPTEMBER 21, 2001 BY DUFRESNE-HENRY.
3. THE PURPOSE OF THIS PLAN IS TO DEPICT A PROPOSED C TO AN ADJUTER, THE ABOVEMENTIONED ADJUTER BEING PORTLAND.
4. THIS PLAN IS BASED UPON A STANDARD BOUNDARY SURVEY PERFORMED IN CONFORMANCE WITH THE STATE OF MAINE LICENSE FOR PROFESSIONAL LAND SURVEYORS CATION GORDON & WITH THE EXCEPTIONS THAT NO UPDATED RE SURVEYED, NO REPORT OF SURVEY HAS BEEN PRE NO NEW MODIFICATION HAS BEEN PROPOSED.
5. THIS PLAN IS SUBJECT TO CHANGE UPON RECEIPT AND RE TITLE COMMITMENT.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	SETBACK	---
---	EASEMENT	---
---	IRON PIPE/ROD	---
---	CI/LI	---
---	CURVE/LINE NO.	---
---	BUILDING	---
---	SIGN	---
---	EDGE PAVEMENT	---
---	OVERHEAD	---
---	ELEC. & TEL.	---
---	GATE VALVE	---
---	UTILITY POLE	---
---	CHAIN LINK FENCE	---
---	PK BY OTHERS	---

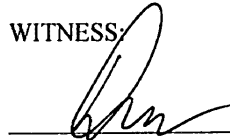
QUITCLAIM DEED WITHOUT COVENANT (RELEASE DEED)

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.

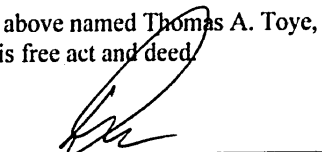
WITNESS:


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. Andrus
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	2697.60
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)
=====	=====	=====	=====	=====

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	-104.00	-4,446.00	32,060.00	2,090.00	0.00	0.00	34,150.00	51.00	3.20	54.20	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	35,567.60	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	46,139.60	4,286.00	0.00	0.00	50,425.60	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	60,124.40	4,989.00	0.00	0.00	65,113.40	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	46,102.40	4,928.00	0.00	0.00	51,030.40	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	35,358.40	3,354.00	0.00	0.00	38,712.40	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	-4,560.00	31,956.00	2,285.00	0.00	0.00	34,241.00	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	52,306.00	2,966.00	0.00	0.00	55,272.00	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	50,322.00	3,976.00	0.00	0.00	54,298.00	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	76,862.60	3,370.00	0.00	0.00	79,972.60	56.61	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	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
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	10.93	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	35,567.60	2,758.00	0.00	0.00	38,325.60	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	94.57	596	594	4.80	595	2	34,110.00	-172.40	-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	10.95	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	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	10.91	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	Weighted Rev per Parker										Weighted Daily Rev Avg					
					DBR	Credit	Gross	Discounts	Coupons	Parking Net	Services	Taxes	Fees	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	4,999.00	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	-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	724	3	42,088.00	-129.60	-673.00	41,285.40	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	50,100.00	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	-3,086.60	-8,134.00	687,724.40	45,466.50	0.00	0.00	733,190.90	61.45	4.06	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	-856.40	-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

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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 vs. 2019-01-01 00:00:00 to 2019-03-31 23:59:59

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	16	0	0.00	0.00	322.00	30.00	0.00	322.00
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	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	-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	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	3668.80
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	0.00	-16.00	2272.00	402.00	0.00	2784.00	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	1822.40
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	2126.20	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	
03/13/19	194	33	42	0	-74.20	-14.00	2915.80	172.00	0.00	3087.80	
12/17/18	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	
13/28/18	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

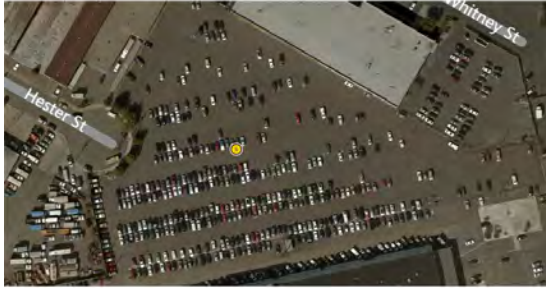
C&W Files

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

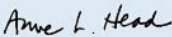
Mr. Finnerty is a Senior Director for Cushman & Wakefield's Valuation & Advisory group in the New England Area. Prior to joining Cushman & Wakefield, Mr. Finnerty was the principal of his own appraisal practice that focused on private estate assignments for portfolio management and tax filings. Since 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

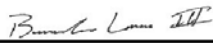
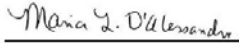
ISSUED TO: SEAN T FINNERTY



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' Dispute Analysis & Litigation Practice, he continues to provide litigation, arbitration and expert witness services.

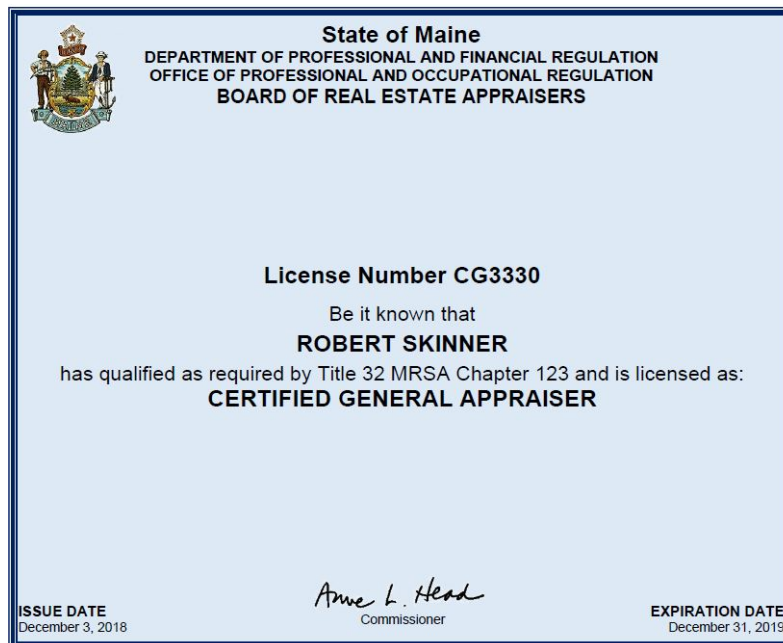
Memberships, Licenses, Professional Affiliations and Education

- 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

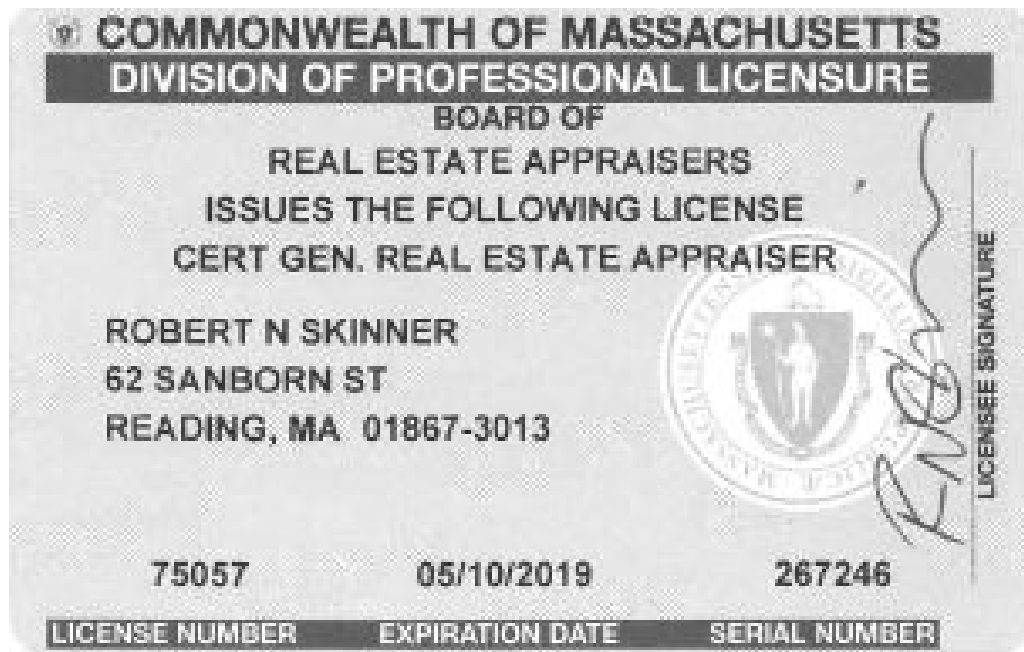
CONNECTICUT



MAINE



MASSACHUSETTS



NEW HAMPSHIRE

State of New Hampshire

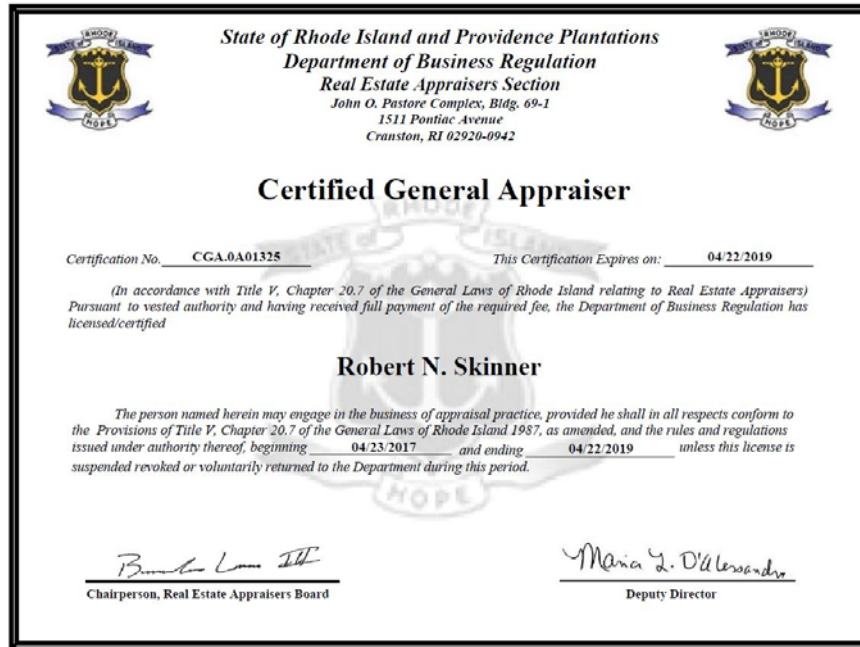
REAL ESTATE APPRAISER BOARD
APPROVED TO PRACTICE AS AN
CERTIFIED GENERAL APPRAISER
ISSUED TO: ROBERT N SKINNER



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

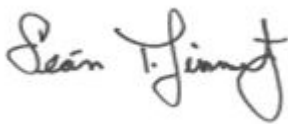
For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

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.



Sean T. Finnerty
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(617) 204-5912 Office Direct

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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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 As-Is
VALUE DATE		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

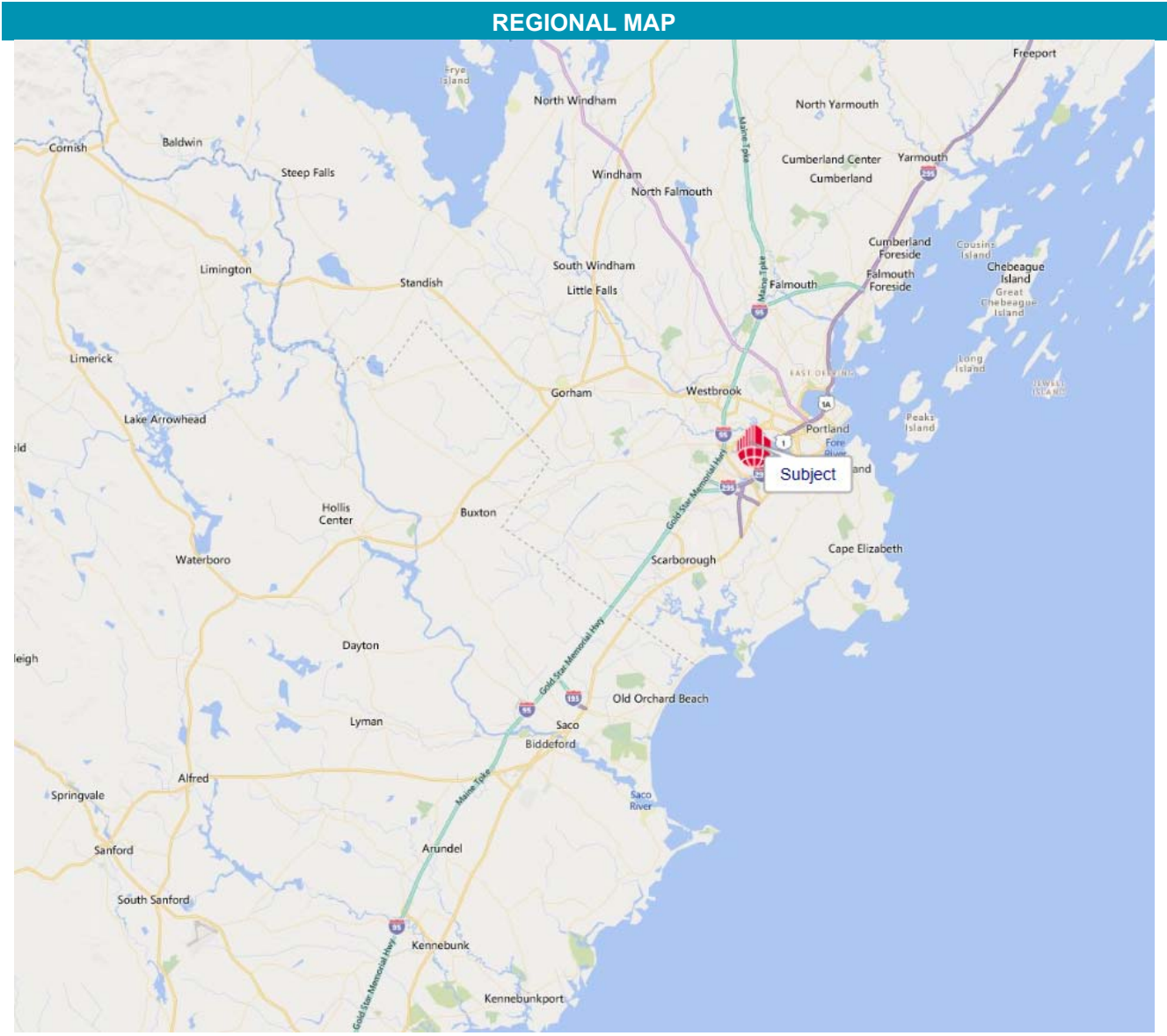
Effective Dates of Valuation:

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



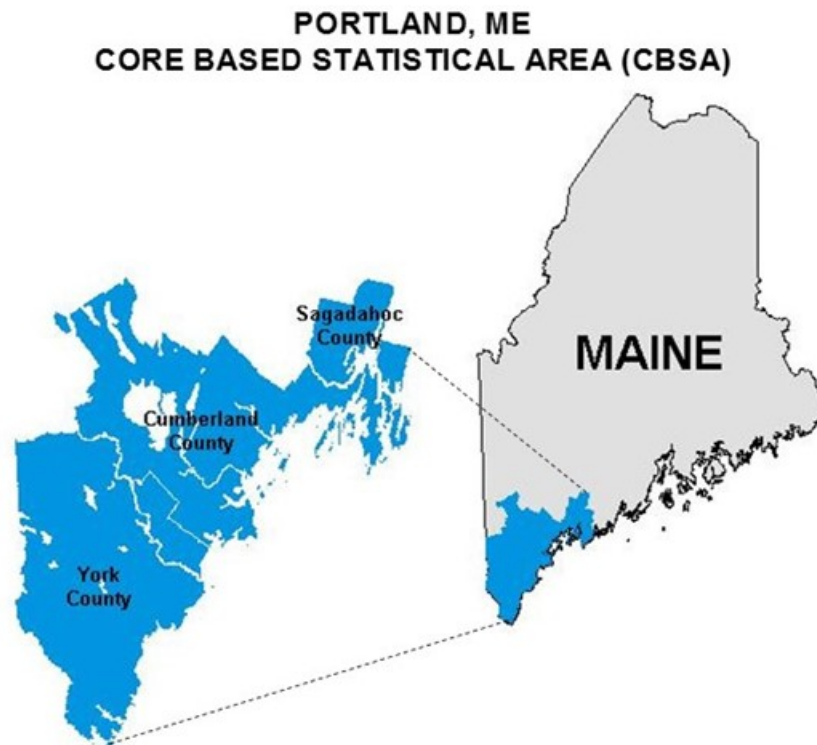
Southern Maine Regional Analysis

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.

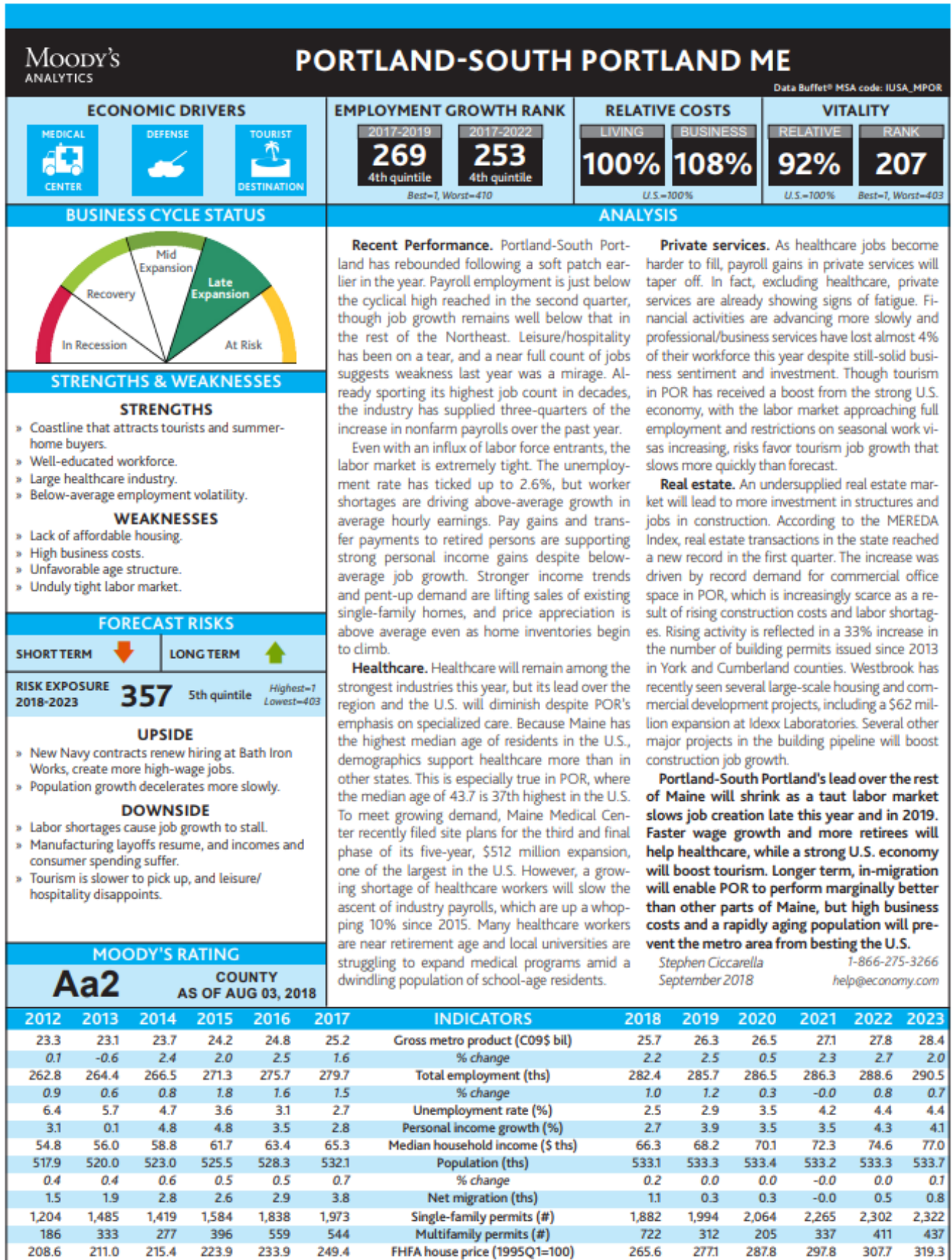
Further considerations are as follows:

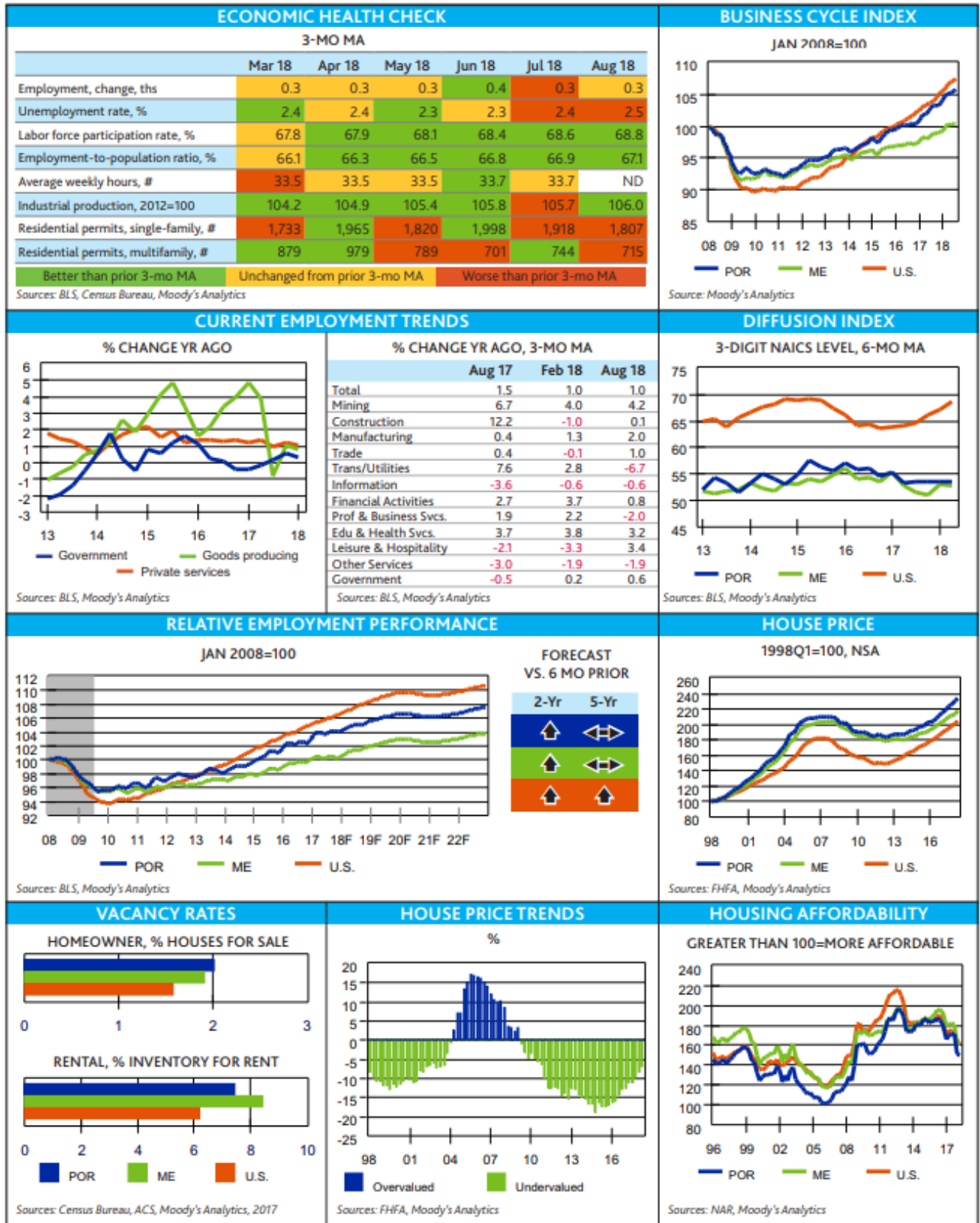
- The Port of Portland serves the largest tonnage of any New England Seaport and is a leading east coast port for marine and petroleum goods. In 2017, the Portland's trade with the world totaled \$17.7 billion in a 14.0 percent increase over the previous year. The Maine Department of Transportation reported 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.

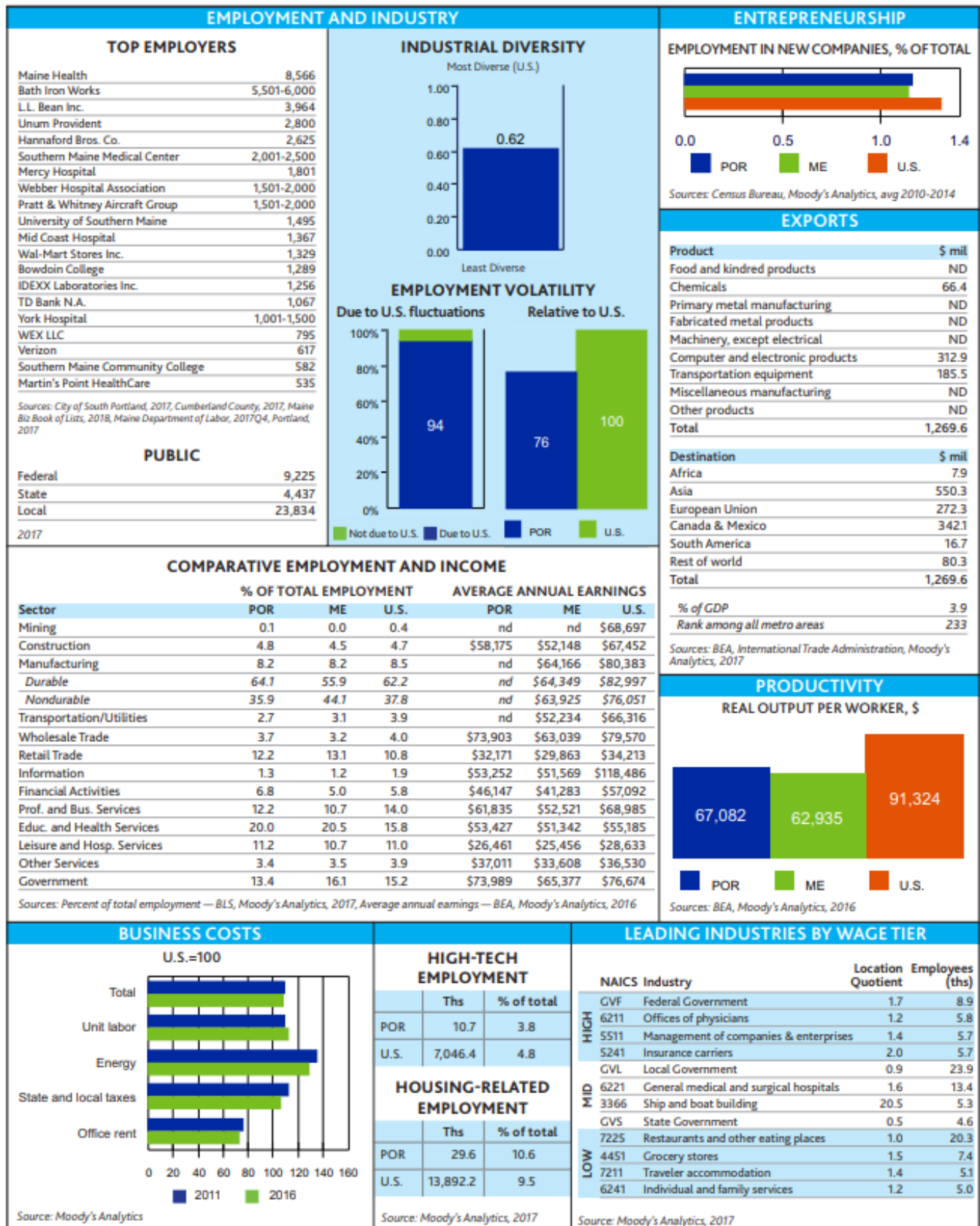
- Brunswick Landing, the business campus occupying the former Naval Air Station Brunswick campus, has exceeded all expectations of the Midcoast Regional Redevelopment Authority (MRA) into 2018. Brunswick Landing covers 3,200 acres of the former U.S. Naval Facility and is home to almost 2 million square 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.

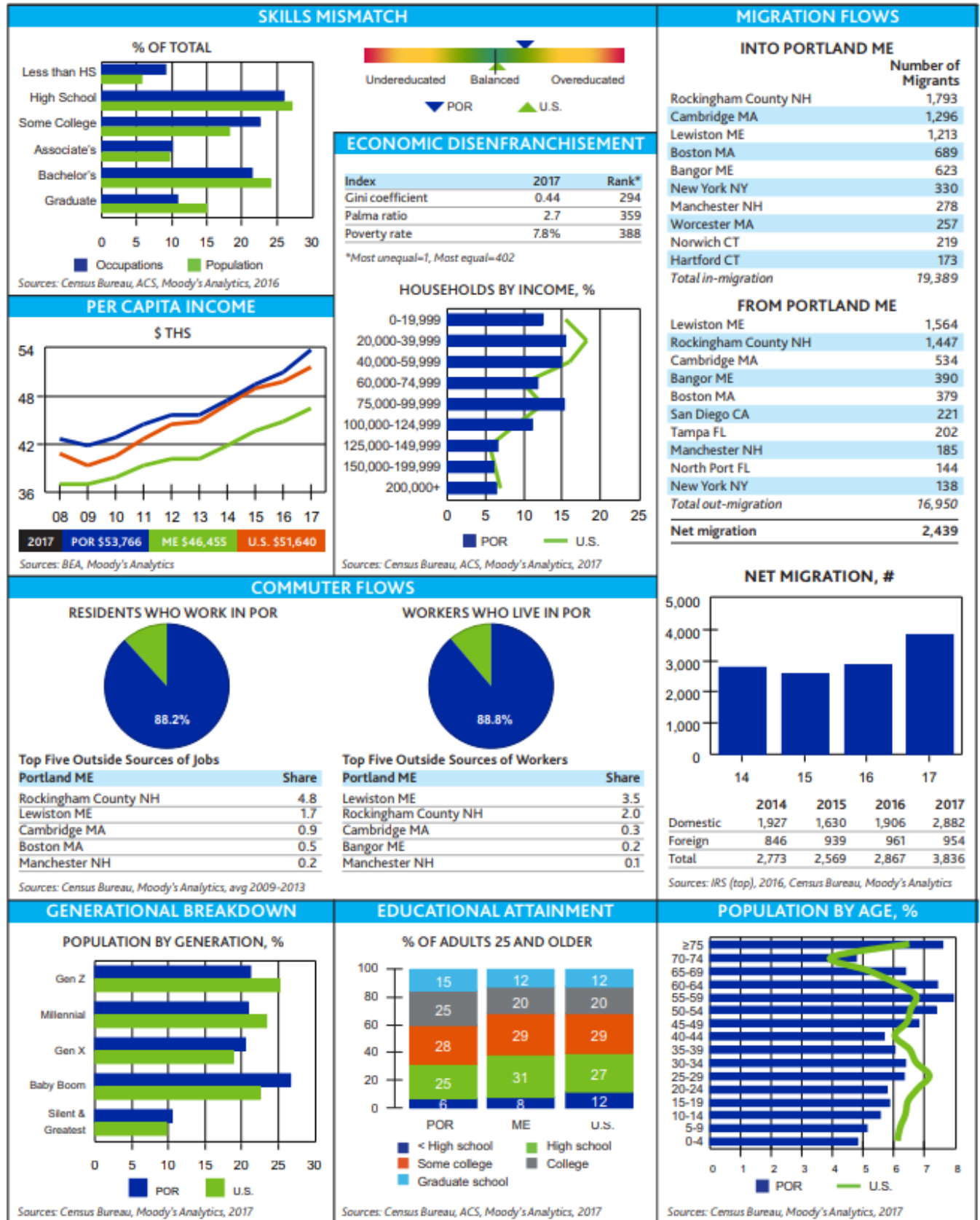
Economic Trends

The September 2018 Moody's Analytics Précis report for the Portland Region is as follows:









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.

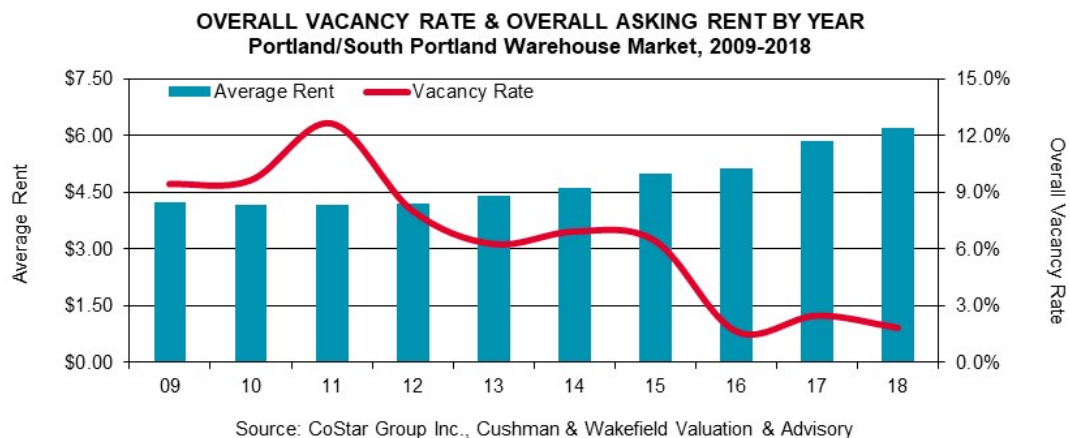
Construction

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
Years of Oversupply(**)	3.23

(*) 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:

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:

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

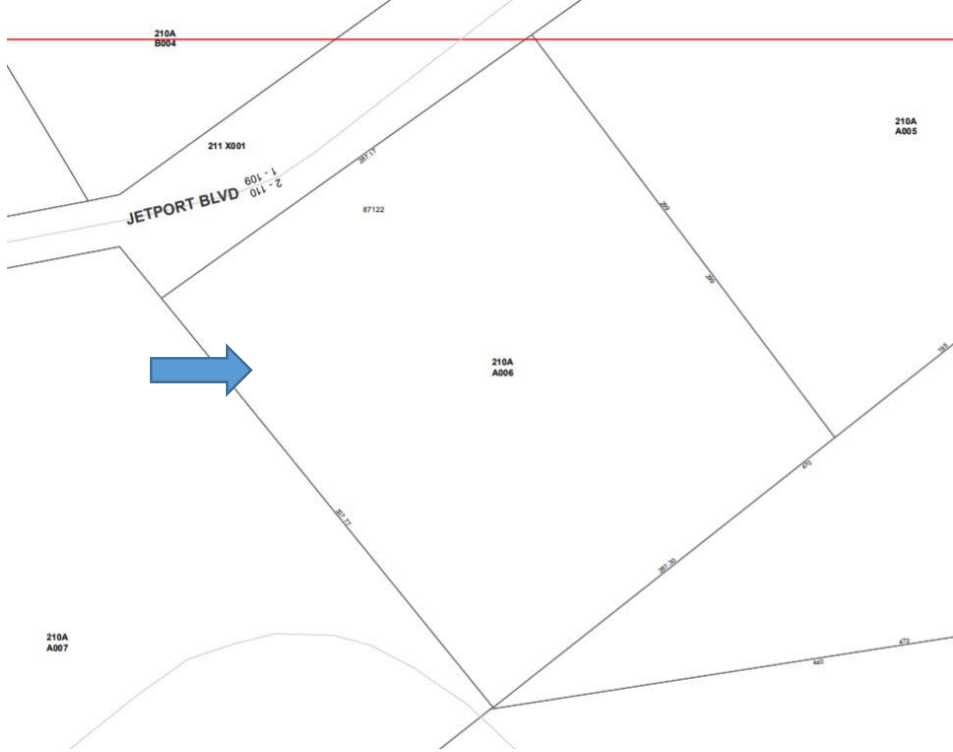
- Soil Conditions:** We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support development.

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.

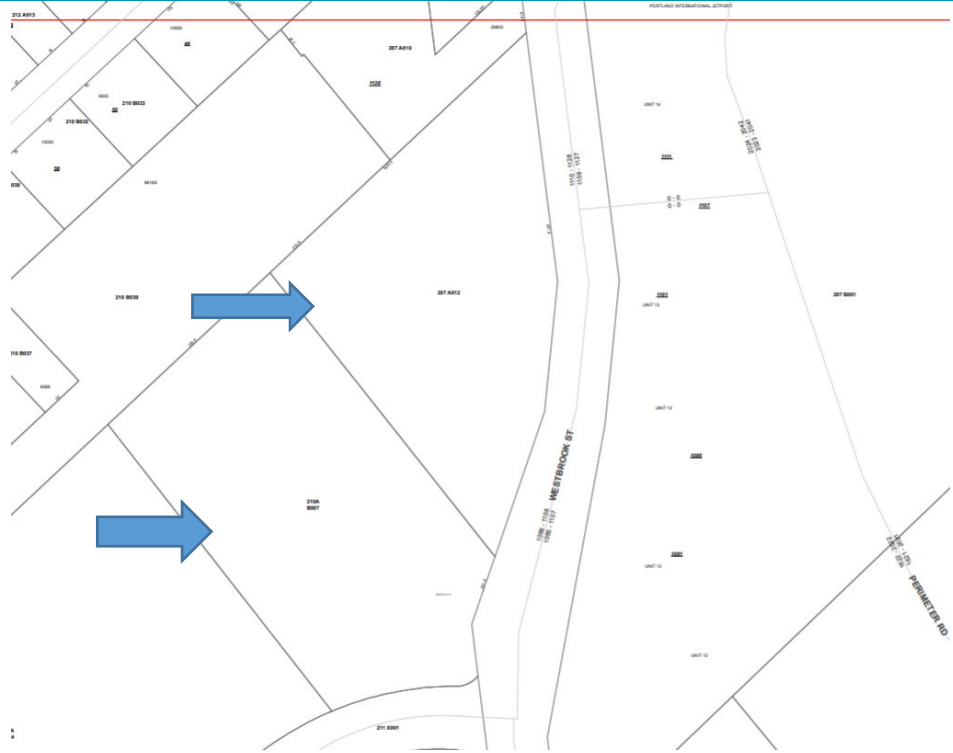
CONCLUSIONS

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.

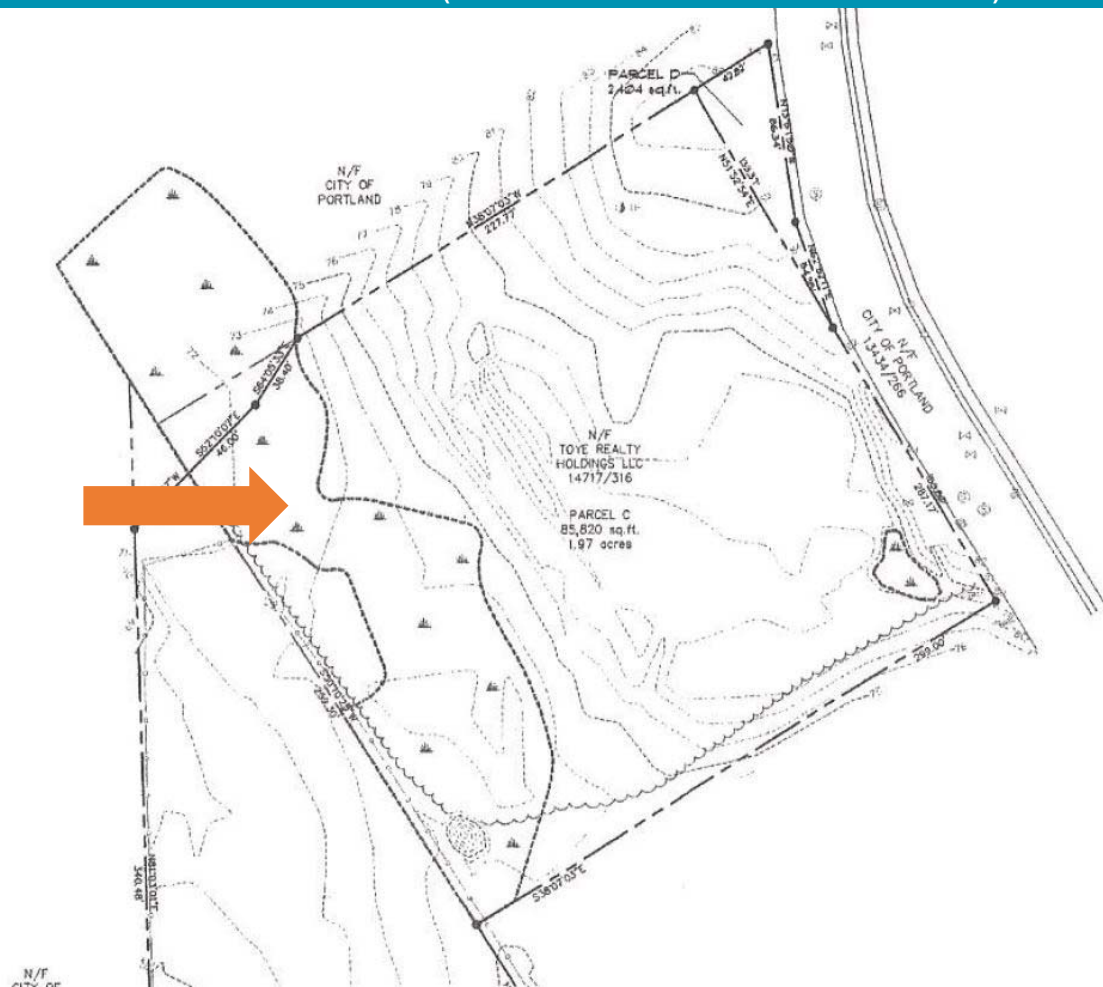
TAX MAP-PARCEL C



TAX MAP PARCEL D

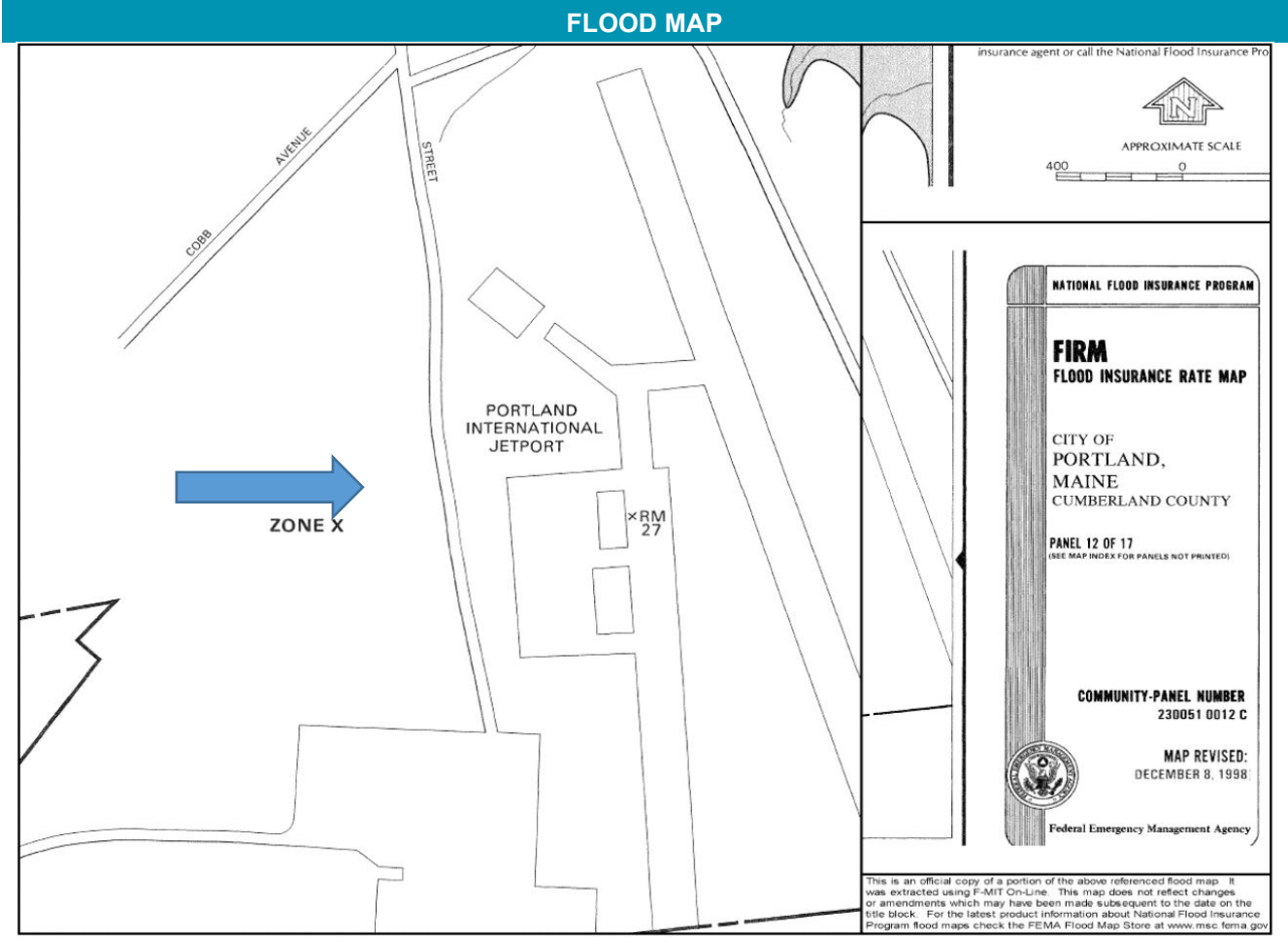


SITE PLAN – PARCEL C (ORANGE ARROW INDICATES WETLANDS)



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 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 C

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.

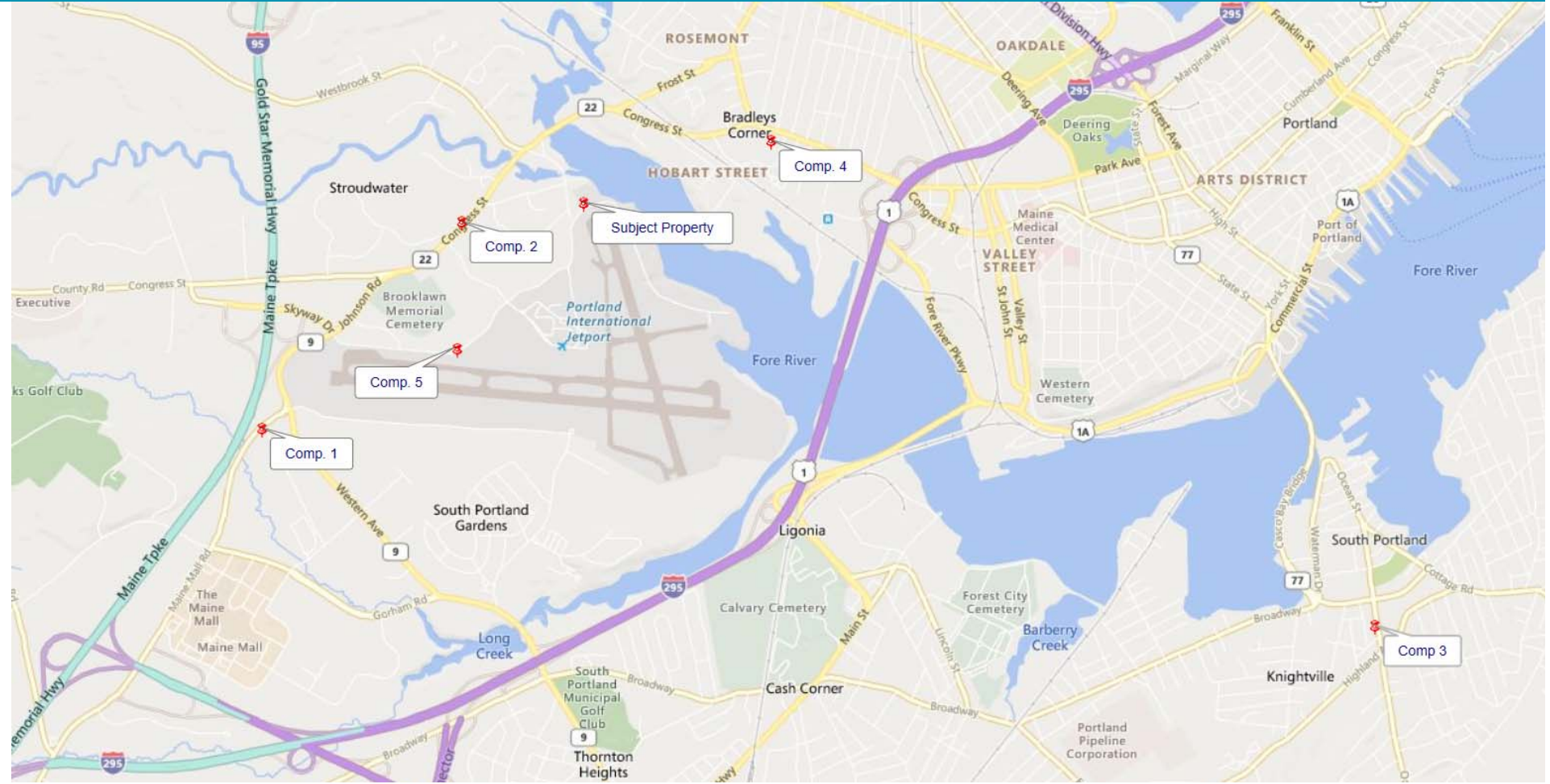
(1) Market Conditions Adjustment Footnote

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

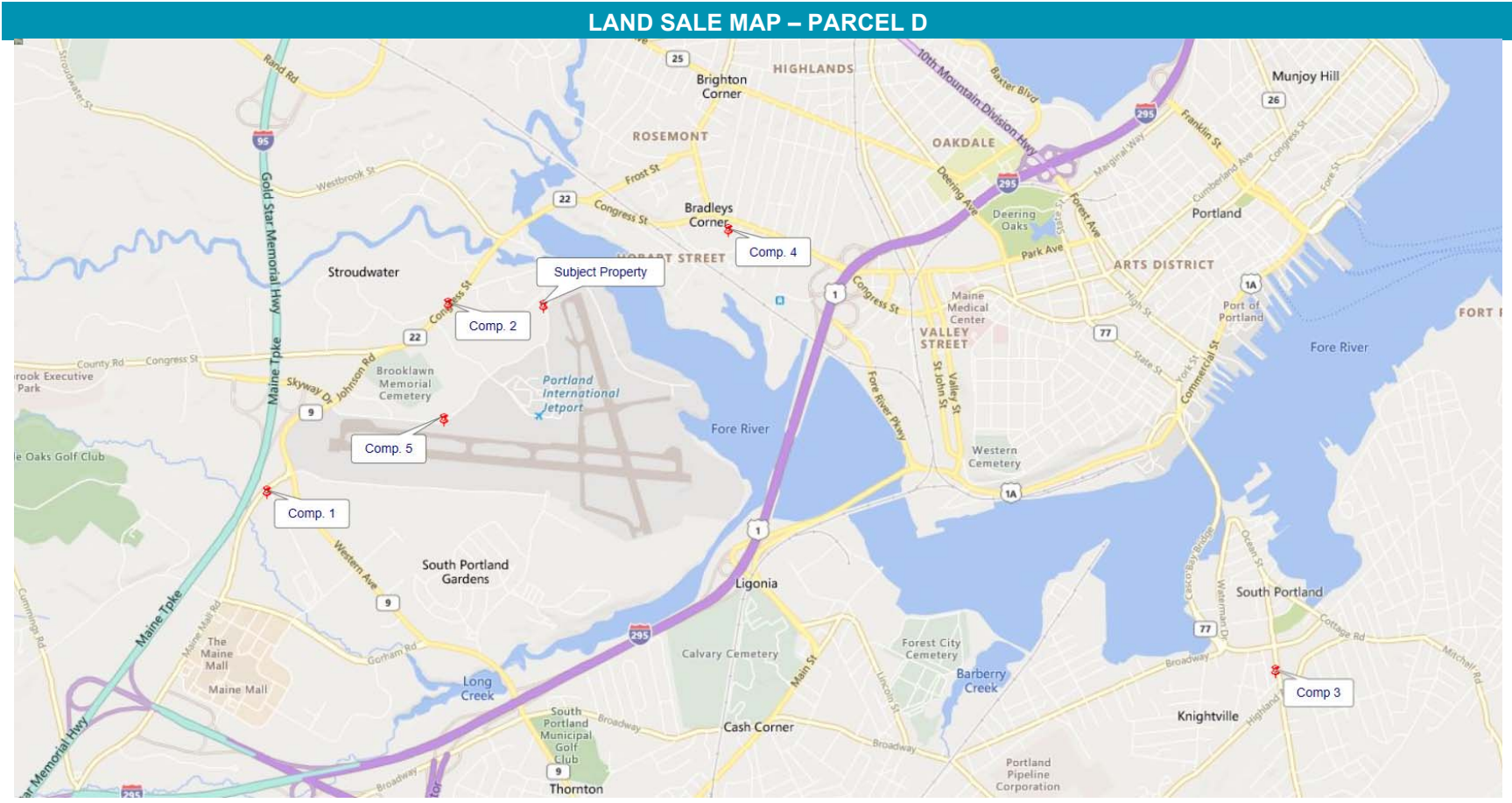
Compiled by Cushman & Wakefield of Massachusetts, Inc.

(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.

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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

$$RO = [YE - M (YE + P \frac{1}{S} n^{-1} - RM) - \Delta O \frac{1}{S} n^{-1}] / [1 + \Delta I \frac{1}{J}]$$

where

RO = Overall Capitalization Rate

YE = Equity Yield Rate

M = Loan-to-Value Ratio

P = Percentage of Loan Paid Off

$\frac{1}{S} n^{-1}$ = 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.

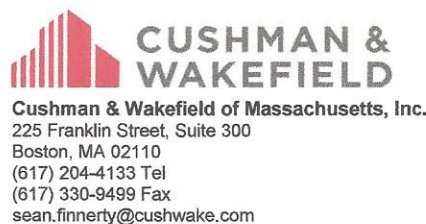
¹ "Interagency Appraisal and Evaluation Guidelines." Federal Register 75:237 (December 10, 2010) p. 77472.

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.

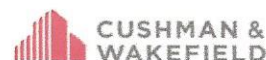
Intended Use: Internal review by the Client.

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.

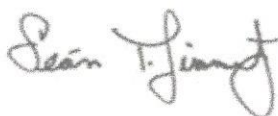
Future Marketing Disclosure: Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.

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
FLORIAN D. FREUND
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.

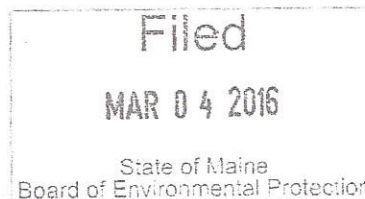
- 4) A copy of this approval will be sent to the City of Portland. Department approval of your activity does not supersede or substitute the need for any necessary local approvals.

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

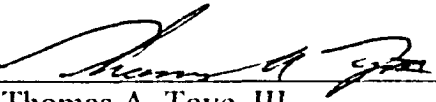
KNOW ALL PERSONS BY THESE PRESENTS THAT TOYE REALTY HOLDINGS, LLC, a Maine limited liability company with a place of business in Cape Elizabeth, County of Cumberland, State of Maine, for consideration paid, **RELEASES** to TOYE REALTY HOLDINGS III, LLC, a Maine limited liability company with a place 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

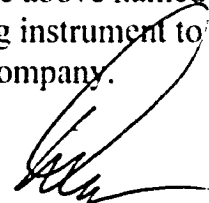
By:


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
MSA Portland
Cumberland County
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		

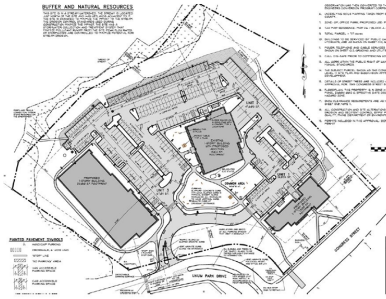
VERIFICATION COMMENTS

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

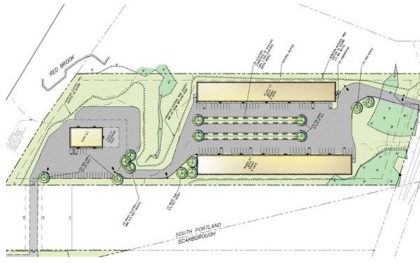
Status:	Recorded Sale	Price per Sq.Ft.:	\$10.91
Deed Reference:	18074/33958	Price per Acre:	\$475,285
Sale Date:	4/2017	Sale Price per Potential Building	\$31.02
Sale Price:	\$1,250,000	Price per Potential Units:	N/A
Value Interest:	Fee Simple		
Grantor:	Elks Lodge		
Grantee:	Diversified Partners LLC / 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

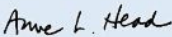
Mr. Finnerty is a Senior Director for Cushman & Wakefield's Valuation & Advisory group in the New England Area. Prior to joining Cushman & Wakefield, Mr. Finnerty was the principal of his own appraisal practice that focused on private estate assignments for portfolio management and tax filings. Since 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

	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

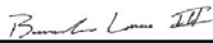
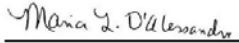
ISSUED TO: SEAN T FINNERTY



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>		
<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**



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.

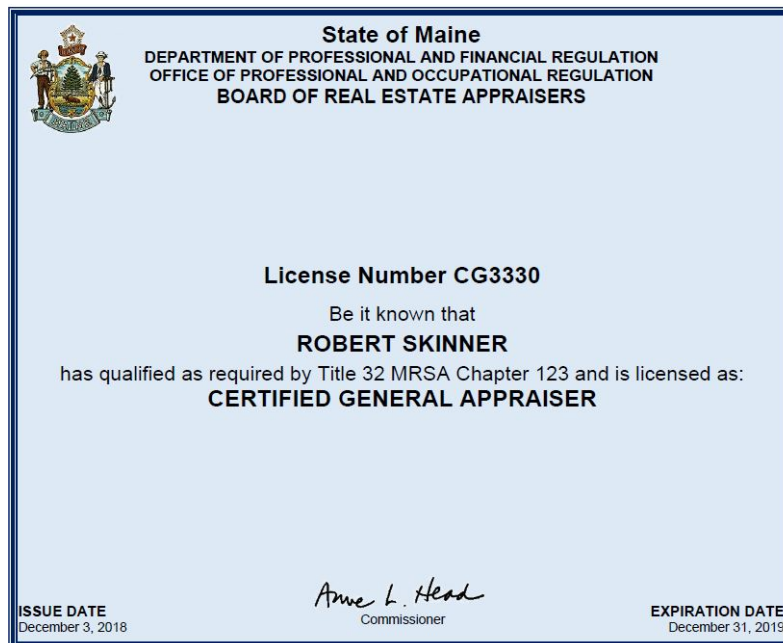
Memberships, Licenses, Professional Affiliations and Education

- 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

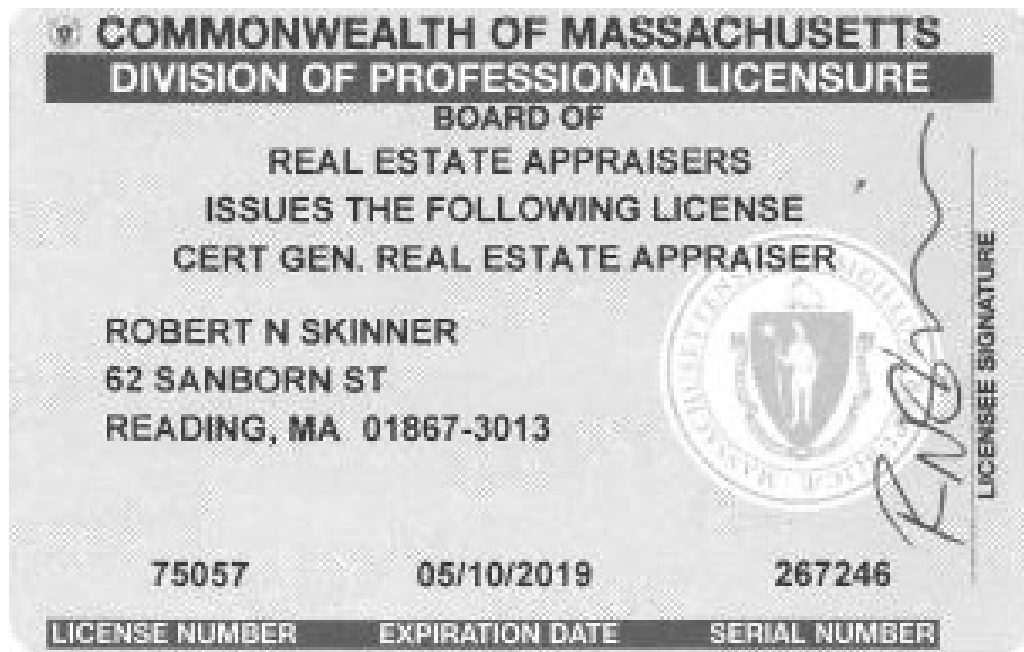
CONNECTICUT



MAINE



MASSACHUSETTS



NEW HAMPSHIRE

State of New Hampshire

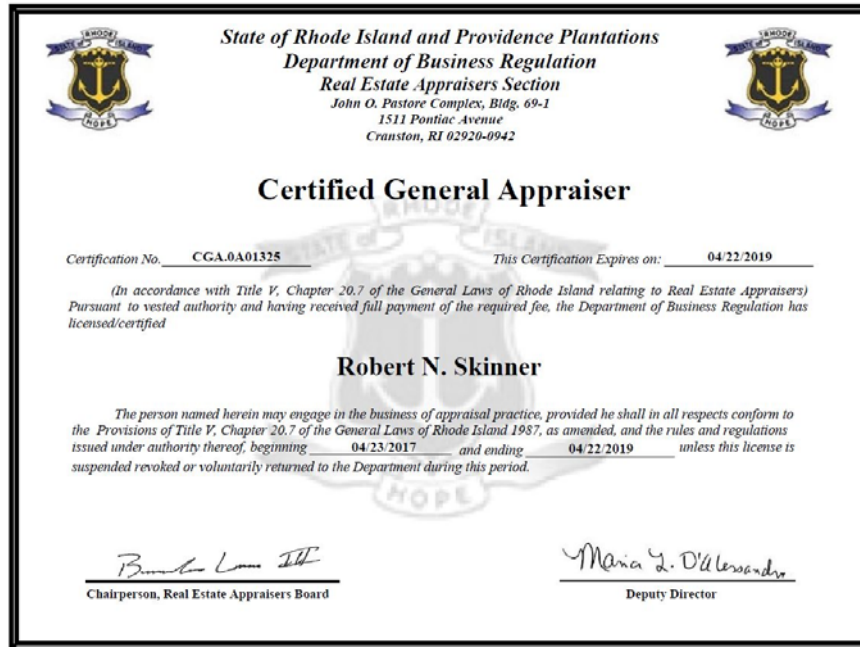
REAL ESTATE APPRAISER BOARD
APPROVED TO PRACTICE AS AN
CERTIFIED GENERAL APPRAISER
ISSUED TO: ROBERT N SKINNER



NHCG-720

EXPIRATION DATE: 05/31/2020

RHODE ISLAND



VERMONT



MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 1, 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 81-21.22 Public comment as of 11.01.21

Prepared by:

Date: 11/01/2021

Regarding Order 80-21/22 0 views



Michael Archibald <marchie1962@gmail.com>

8:59 AM (4 hours ago)

to publiccomment@portlandmaine.gov

To Portland City Council,

Regarding **Order 80-21/22**, as a resident of Stroudwater neighborhood and a Board Member of the Stroudwater Neighborhood Association, I was surprised by this sudden request for acquisition of these five parcels of land for the Jetport adjacent to Westbrook St and our neighborhood.

I respectfully ask that, before the City Council votes on this purchase, the Council schedules a workshop meeting with Paul Bradbury so that more information about the development of these parcels can be presented to the City and neighborhood residents.

We have many questions about how exactly these parcels will be used and developed considering that this land is at our neighbors' doorsteps.

It would be appropriate that the City Council give us the opportunity to ask our questions in a public space before a vote on purchasing this land is considered.

Thank you for your consideration,
Michael Archibald

Michael Archibald
126 Stroudwater Rd
Portland ME 04102
c) [617-699-3017](tel:617-699-3017)

Jetport Expansion 0 views



Eugenia O'Brien <genieme80@gmail.com>

10:05 AM (3 hours ago)

to publiccomment@portlandmaine.gov

Dear Honorable City Council & City Representatives:

As a longtime Stroudwater resident, I am acutely aware of the many changes that have occurred in our neighborhood. This Master Plan for the Jetport, which is just now putting this new acquisition for expansion on the table without any community voice, is yet another massive shift for our rural neighborhood.

I was on the committee that worked with the developers for the 'car lot' built off Westbrook Street and we altered many aspects of this project through common sense. With the knowledge the car wash would be active at night, we advised directing cars to exit toward the Jetport so their car lights would not splash into the windows of the residential homes as original presented. These become value laden ideas for improvement rather than obstructionist.

Please consider the voices of those this project will impact. Our elected officials should not act in a vacuum.

This is where we live and give back to the City of Portland; it is our home. Give us a chance to be heard?

Eugenia L. O'Brien

1376 Westbrook Street, Portland, ME 04102 (207) 232-0717

(PS - why do we have 3 houses (or 4 now?) for sale on outer Congress Street by the Elks entrance when there is a housing shortage and they have been deemed Commercial? Why are zone changes such a common occurrence, or more precisely, why do we have zoning at all?)

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

0 views



Deborah <deborahnapi@gmail.com>
to publiccomment@portlandmaine.gov

Oct 31, 2021, 9:16:01 PM (16 hours ago)

I'm not sure how many residents are aware of this rather large expansion of the airport. This is something that was accepted as part of a larger master plan by the City Council back in 2016. A lot has changed with our city, with the airport, AND with the City Council in the past 5-6 years. This should be brought to the attention of the citizens and reviewed more carefully before being voted on for approval. We citizens should have more information about how the Jetport intends to use this land. I would like to ask that the vote be postponed until more information is made available to the residents and citizens of Portland.

My questions are:

What is going to be done with the proposed 4.53 acres of land in addition to providing parking?

Will it be limited to customer parking only?

Will large and disturbing outdoor lighting be added to the area that has the potential of disturbing the residents who live in the Stroudwater neighborhood? (as the car rental behind Cobb Ave. currently does).

Will this land be able to have additional airport buildings or terminals built on it in the future, meaning more lights for the Stroudwater neighborhood, more noise pollution, more air pollution, more traffic?

We residents deserve more information before the City Council approves this.

thank you,
Deborah Napier
Stroudwater

MEMORANDUM
City Council Agenda Item

FROM: Jon Jennings, City Manager

DATE: October 19, 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. It received its first reading on October 18, 2021. Five affirmative votes are required for passage after public comment.

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
5. Fiscal Impact Note Template - Homeless Services Center Lease

Prepared by:

Jon Jennings, City Manager

Date: 10/19/2021

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]

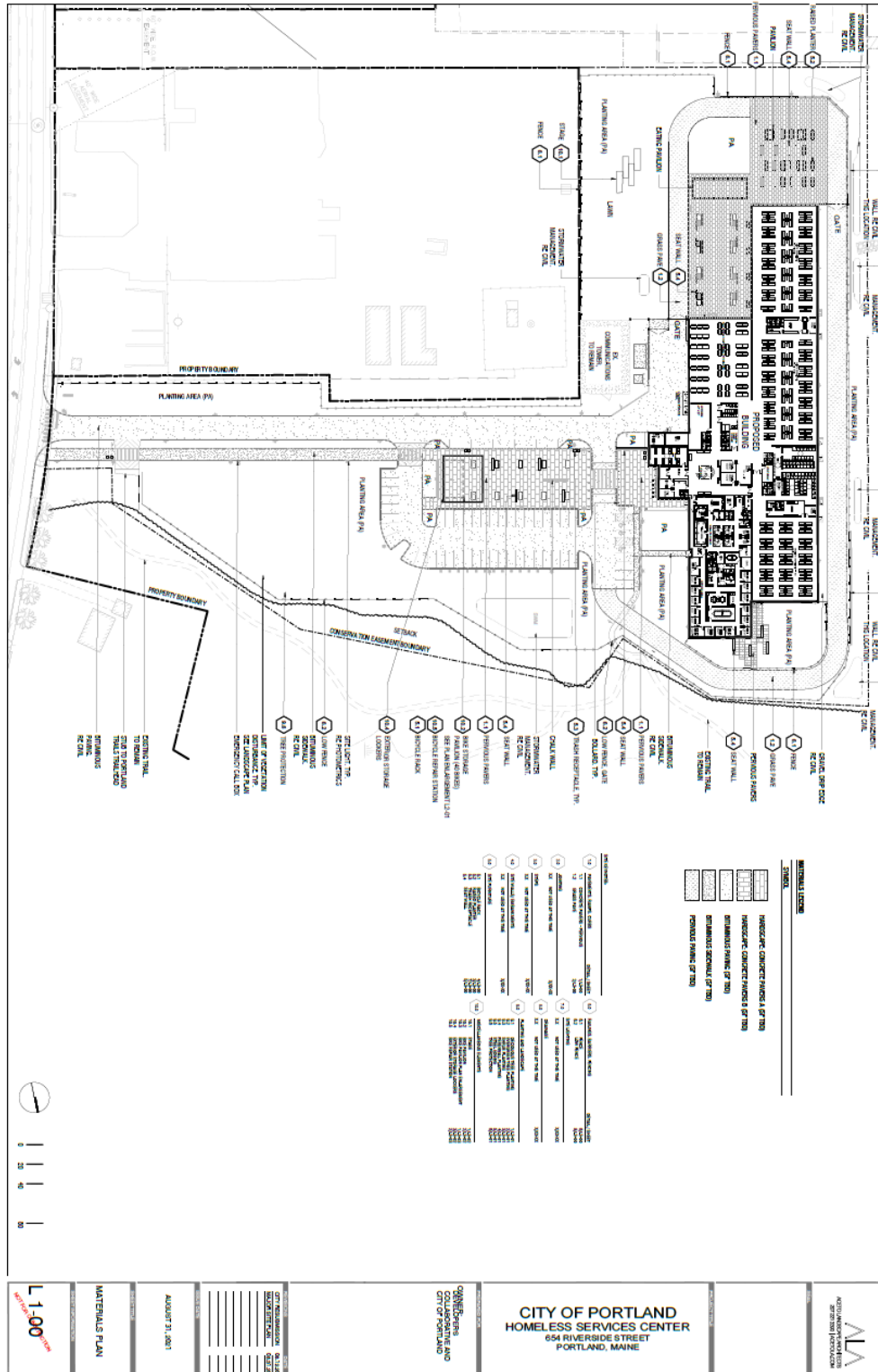


EXHIBIT C

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

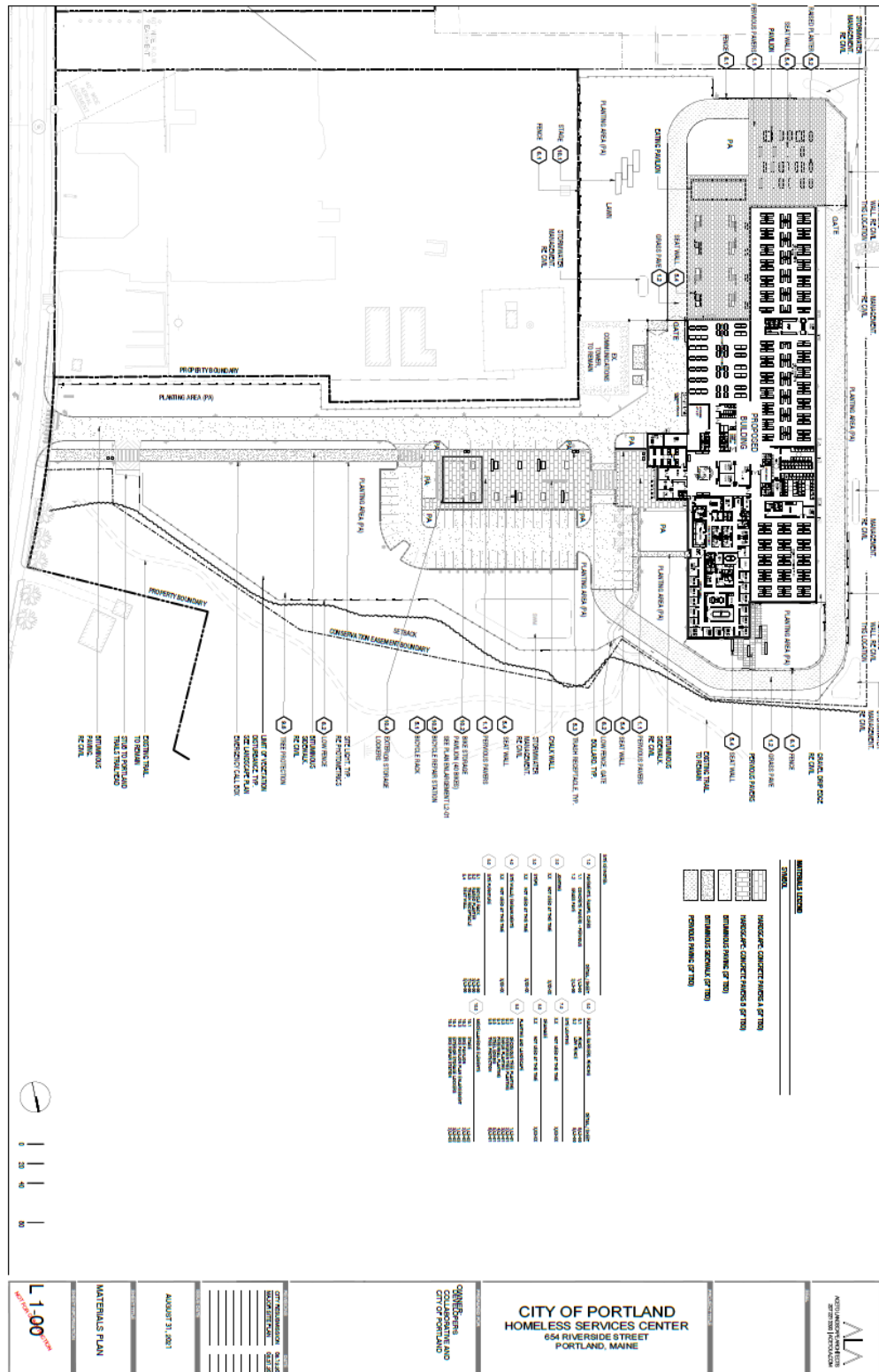


EXHIBIT C

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

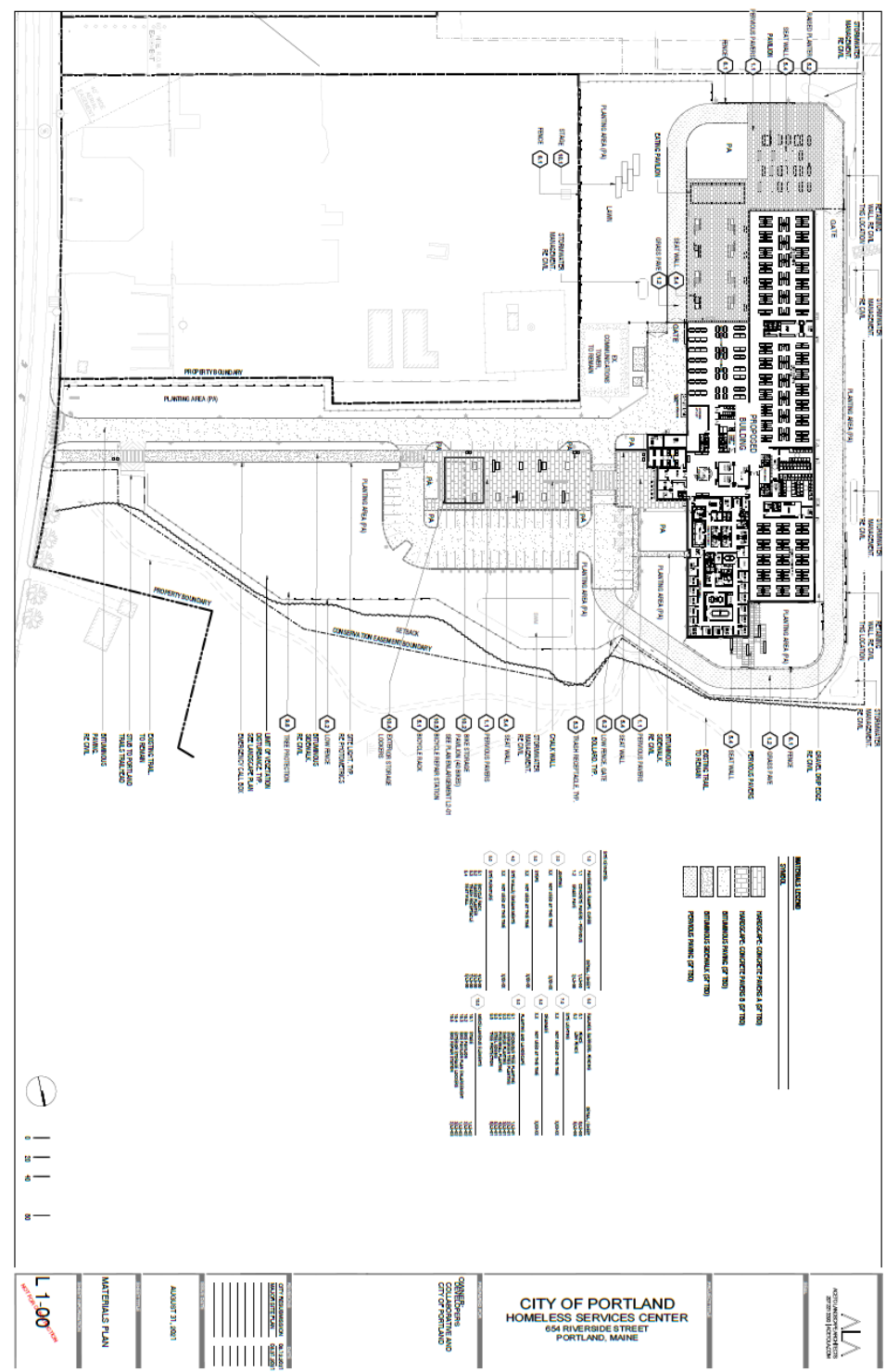


Exhibit E
Plans and Specs

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	

Formula for New Program Costing on Tax Rate

- 1) **FY22 Valuation:** 14,629,000,000 **\$14,629,000**
- 2) **FY22 Tax Rate** (Total City & School): $\text{Levy} / (\text{Valuation}/1000)$ **\$12.99**
- (a) **FY22** Tax Rate (City + County): **\$6.22**
- (b) **FY22** Tax Rate (School): **\$6.77**
- 3) **FY22 Value of \$0.01 of Tax Rate** (Total City & School): **\$146,290**

FISCAL IMPACT NOTE: Add \$43k of PPL Funding New Program Cost Data:	FY22		FY23		FY24	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$0		\$2,525,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$0	\$0	\$2,525,000	\$2,525,000
New Program Impact to the Mil Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	\$0.17
New Program % Impact on Mil Rate	0.000%	0.000%	0.000%	0.000%	2.775%	1.329%
Mil Rate Including New Program	\$6.22	\$12.99	\$6.22	\$12.99	\$6.39	\$13.16

Assumptions: 1) First Lease Payment Not Due Until FY24 2) Estimated FY24 Oxford Street Rent of \$176k no longer necessary and netted out

Note: Staff intends to seek alternative funding sources to offset tax rate impact of first several years of new HSC lease payments, therefore the estimated FY24 impact is expected to be lower than what is show here. However if none are found the lease impact in FY24 is an increase to the mil rate of 17 cents.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Unanswered Questions About Megashelter Health Clinic!

0 views



George Rheault <george.rheault@gmail.c...> Oct 27, 2021, 10:51:35 AM (24 hours ago)
to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

During the rushed and corrupt Planning Board process, one of the parties absent in ANY part of the proceedings (written or otherwise) was Greater Portland Health (GPH).

This entity is supposedly going to be responsible for creating and operating the much touted medical clinic operation at the megashelter.

This clinic has been the rhetorical linchpin for all the megashelter proponents for years. The claim being that somehow, magically, having an on-site medical clinic will suddenly positively transform the experiences of those experiencing homelessness.

The problem is GPH was not required by the Planning Board to submit any kind of verifiable and actionable plan or timeline to buttress the City's promise of standing up a medical clinic in the megashelter complex.

If the City Council wants to endorse the megashelter plan, then the Council better get some UPFRONT answers to the following questions:

- 1) Where can the public find a LEGALLY BINDING contractual commitment from GPH to stand up a medical clinic at the megashelter location simultaneously with the megashelter's opening? As part of such a commitment, what are the hours of operation and staffing levels being promised by GPH with respect to this co-location arrangement? Will the City be able to enforce or penalize GPH's clinical promises should they depart from the "vision" that Portland's taxpayers have been offered as part of the megashelter deal?
- 2) Where will GPH find the resources to build out, fully staff and maintain acceptable levels of operation at the megashelter complex? Have these resources been SECURED or is GPH still awaiting word on whether funding (both short-term and long-term) will be forthcoming from local, state and federal public sources and/or private donors?
- 3) Has GPH assessed the impact a megashelter clinic site will have on its existing operations including its 63 Preble Street clinic and its Riverton Park satellite office? Will GPH have to close these locations or reduce service hours there in order to find resources to operate the megashelter clinic? In other words, will access and quality DIMINISH in certain places (including on peninsula) in order to make all of this work?
- 4) Attached is an abstract of a federal grant GPH received some years ago to renovate its 63 Preble Street location. The effort required quite a bit of money to do modest renovations and of course that was in 2016 when costs were significantly lower. What is the expectation of that federal grant money and does it allow GPH to unilaterally shutter the 63 Preble Street location and move those operations somewhere else (like the megashelter location)? If the terms of the federal grant require a

specific timeframe, when will GPH be released from any relevant grant restrictions that may pertain to occupation time limits?

The City Council cannot blindly promise an expansive "wrap-around services" experience at the megashelter campus when that reality is by no means assured or even documented AT ALL at this stage of the process. Empty promises are easily broken. We need the City Council to do much better than accept empty promises with nothing to back them up.

ABSTRACT

Application Title:	Portland Community Health Center 63 Preble Street Renovation		
Applicant:	Portland Community Health Center		
Program:	2015 Health Infrastructure Investment Program Funding Opportunity: HRS-15-129		
Project Director:	Leslie Clark, CEO		
Address:	180 Park Avenue Portland ME 04102 Congressional Districts: 1		
Phone:	207 874 2141	Fax: 207 874 2164	E-Mail: lclark@portlandchc.org
Type of Project:	Renovation	Projected Date of completion: 08/31/2018	

Portland Community Health Center (Portland CHC) is requesting 2015 Health Infrastructure Investment Program Funding of \$498,000 for a single project at its 63 Preble Street site. The proposed renovation of approximately 4,200 square feet of existing space will expand capacity, improve patient flow, and enhance patient and staff experience. **History:** Founded in 2009, PortlandCHC operates four delivery sites with a current total enrollment of 5,505 active patients: The primary site at 180 Park Avenue serves the general population, two satellite clinics are lodged in Portland Housing Authority facilities, and the 63 Preble Street clinic is home to the center's Healthcare for Homeless (330h) core program. Situated within walking distance of Portland's homeless shelters and services, 63 Preble Street primarily serves the adult homeless population.

Populations served: Portland CHC serves people of all ages with a focus on the most vulnerable members of our community: low income, homeless, minority, refugee/immigrants, and children. It is the only FQHC in Portland and meets a critical need. The 63 Preble Street site, which focuses on the needs of Portland's homeless population, has served 1,131 patients since opening in April, 2014.

Description of need: In order to meet the growing needs of Portland's homeless population, Portland CHC seeks to improve and add clinical space at 63 Preble St. The renovation plan includes the addition of (1) one dental operator, (2) one counseling room, (3) one medical exam room, and (4) one nurse triage room. One of the medical exam rooms will be equipped with a negative air flow system for patients with communicable illnesses. The proposed renovations will optimize the space for Portland CHC's collaborative team based care model, improving patient and employee experience. Further, the clinic is in need of renovation to create more efficient use of its existing space and expanding capacity for delivery of integrated health services.

Description of project: Portland CHC plans to renovate 4,200 square feet of existing space to make much needed improvements, increase clinical space, enhance efficiencies, and improve patient flow. Winton Scott architectural firm is performing a programming renovation plan in collaboration with area agencies that provide support and services to the homeless population, in order to assess health, access, and safety problems, and to recommend reconfiguration of current space to accommodate an increase in patients. The project is within Portland CHC's scope of practice and is in-line with the Center's mission. Without HRSA HIIP funding, the project is not possible as there is no other available source of support.

Projected increase in service: The proposed renovations will add four new clinical rooms and dramatically improve existing space in order to accommodate projections of significant growth. Portland CHC estimates an increase of 500 new patients per year over the project period. The Center is adding a part time dentist, a part time dental hygienist, a part time dental assistant, and one full time behavioral health clinician, as well as additional support staff.

Other relevant information: The proposed space will be contained within the site's existing footprint at 63 Preble St. in Portland, ME. The project will use green technology, be environmentally sensitive, and designed for maximum sustainability.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Industrial Zones NOT Welcoming!

0 views



George Rheault

<george.rheault@gmail.c... Oct 27, 2021, 10:51:48 AM (24 hours ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

As our City Council prepares to rationalize why a megashelter over 5 miles from Monument Square is an acceptable policy solution, it is important to remind the public once again the absolute sham that lies at the core of all of this: the Council intends to exile those experiencing homelessness from our city's center in an industrial zone where it is illegal for anyone who ISN'T homeless to live [See attached YOUR Land Use Code Chart].

Both Cullen Ryan (Community Housing of Maine) and Belinda Ray have recently been given platforms in the pages of the Portland Press Herald and they both made the absurd argument that placing troubled people in an industrial zone is somehow a compassionate effort which will allow those people to experience a therapeutic respite from their struggles with poverty, mental illness, substance abuse and emotional and physical violence.

Indeed here is a direct quote from one of those pieces:

"People experiencing homelessness ought to be able to do so with dignity and respect in a safe, healthy, welcoming environment conducive to ending their homelessness."

I would like the members of the City Council who wish to approve the enormous expense of the white elephant that is the megashelter to answer for the public how persons being dumped in an industrial zone represents "dignity and respect" and "a safe, healthy, welcoming environment conducive to ending their homelessness."

- Is it "welcoming" to shove our homeless into a place where it is illegal for hotels to be permitted?
- Is it "welcoming" to push our homeless into a place where it is illegal for ANY residential uses to be permitted except for emergency shelters?
- Is it "welcoming" to expect our homeless to take all their meals in a place where it is illegal for ANY restaurant to be permitted?
- Is it "welcoming" to expect our homeless to feel respect and dignity in a place where it is even illegal for ANIMAL KENNELS to be allowed?

Those experiencing homelessness know what you are doing to them. They know well the difference between empty rhetoric and real actions - the gap between words and deeds.

If the Council had any real respect for those experiencing homelessness, they would reject the megashelter approach and roll up their sleeves on confronting and passing real solutions rather than just moving the problem somewhere less visible to tourists and downtown property interests.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Mon, Aug 23, 2021 at 11:58 AM

Subject: Public Comment: Small Shelters Referendum

To: Public Comment <publiccomment@portlandmaine.gov>

Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Councilor Belinda Ray <bsr@portlandmaine.gov>, Colin Ellis <colin@portlandphoenix.me>, Michael Kelley <mkelley@theforecaster.net>, Randy W. Billings <rbillings@pressherald.com>, Gregory Kesich <gkesich@pressherald.com>

I implore the Mayor and the City Council to stop their stalling regarding formally placing the Small Shelters Referendum on the November ballot.

I am also opposed to the "alternative" referendum that Belinda Ray has cooked up behind the scenes with the assistance of the City Manager and city staff.

The Mayor and Council had their opportunity to show compassion and respect to those experiencing homelessness back in early 2020 but choose instead the "Snyder Shelter Solution."

The Mayor and certain members of the Council back then could have rejected the exiling of our homeless neighbors to an industrial zone where it is technically ILLEGAL for anyone else to reside there (see attached chart from land-use code showing how the area containing the proposed homeless shelter currently prohibits hotels, all residential uses and even restaurants but the City of Portland is more than happy to expect our homeless neighbors to eat, sleep, receive essential services and socialize in the midst of this area). Instead, by a narrow vote, the Council embraced EXILE.

It is now official City policy that homeless services will only be dispensed at the farthest fringes of our city limits, wedged into an area hemmed in by highly flammable propane storage, wood-chip processing and a waste disposal transfer station.

The voters of Portland deserve to have their say whether this official city policy should remain in place or be disturbed by a real vision that does not warehouse our most vulnerable, struggling citizens in an area that will only further stigmatize, isolate and traumatize those who have been falling through the cracks of our unequal society.



TABLE 6-E: PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
Institutional	Airports				● ⁸	
	Preschool facilities	●	●			
	Emergency shelters	●	●	●		6.5.6(B)
	Intermediate care facilities		● ⁴			
	Places of assembly (<10,000 SF)	●				
Commercial/Services	Bars				●	
	General offices (<5,000 SF)	● ¹	●			
	General offices (>5,000 SF)	● ¹	●			
	General services (<5,000 SF)				●	
	General services (>5,000 SF)				●	
	Hotels				●	
	Recreation and amusement centers	●	●			
	Repair services	●	●	●		
	Restaurants				●	
	Animal-related services	● ²				
	Construction & engineering services	●	●	●		
	Dairies	●	●	●		
	Fish waste processing			●		
	Food & seafood processing, packing, and distribution		●	●		
	High-impact industrial uses			●		
	Intermodal transportation facilities	●	●	●		
	Laboratory and research facilities	●	●	●		
	Low-impact industrial	●	●	●		
Industrial	Lumber yards	●	●	●		
	Marijuana cultivation facility (<2,000 SF plant canopy)	●	●	●		
	Marijuana cultivation facility (2,000–7,000 SF plant canopy)		●	●		
	Marijuana cultivation facility (>7,000 SF plant canopy)			●		6.4.10
	Marijuana manufacturing facility	●	●	●		
	Marijuana testing facility	●	●	●		
	Printing and publishing	●	●	●		
	Recycling and solid waste disposal facilities		● ⁵	● ⁵		
	Studios for artists and craftspeople	●	●			
	Telecommunication towers (ground-mounted)		●	●		
	Tow lots		●	●		6.4.17
	Warehousing, storage, and distribution facilities	● ³	●	●		

TABLE 6-E (CONT.): PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
	Correctional pre-release facilities		● ⁶	● ⁶		6.4.7
	Marinas	●				
	Off-street parking				●	
Other	Solar energy system (minor)	●	●	●	●	6.4.16
	Solar energy system (major)		●	●	①	
	Utility substations	●	●	●		
	Wind energy system (minor)	①	●	●	●	6.4.18
	Wind energy system (major)		●	●	①	

¹ Only back office uses permitted.

² Not including kennel or boarding facilities.

³ Must be less than 10,000 SF in floor area. No outdoor storage permitted. Self-storage not permitted in the I-L/I-Lb zone.

⁴ Permitted in existing structures not designed for industrial, amusement, warehouse or manufacturing uses as of 9/15/14 or later. Such structures may be reused or expanded to establish a facility of no more than 30 persons plus staff.

⁵ Permitted within an enclosed structure only.

⁶ Not permitted in the I-Ma, I-Mb, or I-Hb zones.

⁷ Permitted uses on lots within airport restricted access areas shall be limited to those which do not require or encourage access or visits by the public and which provide technical administrative or other support to airport operations.

⁸ Including airport administration, terminals, carrier operations, concessions, reservations and ticket sales, freight, repair and storage, fueling services, flying schools, car rental operations, and other associated uses.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Homeless Healthcare History

0 views



George Rheault <george.rheault@gmail.com>

3:14 PM (1 hour ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

Friday, October 29, 2021:

Remember the big promises made when the city-run "Homeless Healthcare Clinic" was transferred into the care of Greater Portland Health? How everything would work out and be ok?

Everything was promised to transition smoothly with no disruptions to quality of care or its service scope!

Well, as we all know, those promises were baloney. In fact, overall it was a complete and total disaster (and helps explain one of the many reasons why the West Bayside shelter environment felt extra chaotic after 2014).

Preble Street and Maine Health had to basically start a brand-new program from scratch just to fill the void. See attached two Press Herald stories describing that history (FYI - rare Randy Billings pieces that are not embarrassingly biased against Preble Street).

Why should the citizens of Portland TRUST our City Council with the enormous undertaking of the megashelter when they could not (would NOT?) even supervise good outcomes with the Homeless Healthcare debacle?

Earlier consolidation of health care services could indicate challenges of closing India Street clinic

 pressherald.com/2016/04/13/xkjasdfklj-eavew-afsdlkj-asfdjklfvl-asdfkl-asdfk-sfa/

By Randy Billings

April 14, 2016

Two years ago, the city closed its homeless health care clinic on Portland Street and transferred those services and patients to the Portland Community Health Center.

The consolidation, which has had mixed results, is seen by some as an indication of how challenging it would be to close the city's India Street Public Health Clinic.

The nonprofit Portland Community Health Center, which opened a clinic in West Bayside to provide the services to the homeless, has exceeded its goals for providing direct medical care to patients, but lags in its oral health, behavioral health and substance abuse programs.

According to data provided by the center, the nonprofit served more homeless patients than expected in 2014 and 2015, and is on pace to exceed its 2016 goal of 2,400 patients.

However, the city clinic saw 1,065 dental visits and 858 behavioral health and substance abuse counseling sessions in 2013, compared with the 368 dental visits and 426 behavioral health and substance abuse counseling sessions by Portland Community Health in 2015.

Mark Swann, executive director of Preble Street, a nonprofit that runs a soup kitchen and resource center, said a lack of services and limited hours at Portland Community Health are causing more people to go to local hospitals or the India Street clinic, or go untreated.

"There's some really strong staff at PCHC we work with everyday, but they don't have the capacity to support fully what the city offered before," Swann said.

"That's not to say PCHC won't get there, but at this point it's a much lesser clinic than it was when the city ran it."

Maine Medical Center experienced an increase in the amount of emergency department visits from 437 a month in 2014 to 548 a month in 2015. MMC also saw an increase in free care, from \$22.6 million in fiscal 2013 to \$24.3 million in 2015.

It's unclear whether the transition from the city-run homeless clinic to the nonprofit played a role, according to Maine Med spokeswoman Susan Pierter. "We are concerned about the trend and events such as this (closing the clinic) are likely a

contributing factor, but to what degree it is unknown,” she said.

Mercy Hospital didn’t respond to requests for information about emergency department visits.

Swann said he has been in talks with Maine Medical Center about opening a new homeless health clinic, among other programs, although no decisions have been made.

Dawn Stiles, the city’s Health and Human Services director, said the city didn’t conduct an analysis of how the previous transition went and doesn’t plan to do one.

Stiles said she has seen the clinic’s work firsthand and hasn’t heard of any complaints from patients or providers.

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The homeless seem to feel more at home at new Portland clinic

pressherald.com/2017/02/21/the-homeless-seem-to-feel-more-at-home-at-new-portland-clinic/

By Randy Billings

February 21, 2017



Brian French lumbered into the health clinic at 20 Portland St. on a frigid winter afternoon. Within minutes, the 56-year-old took off his shoes and socks and began soaking his frostbitten feet in warm water and Epsom salt.

Seated next to him was Dr. Adam Normandin, a family and internal medicine resident from Maine Medical Center who helps staff at the Portland clinic. The doctor simply listened to the man's story, which at times was rambling and disjointed. Soon, Bill Burns of the Preble Street social services agency emerged with new socks and towels for the patient.

"Bill, I appreciate all the years you've been chasing me around," French said. "You're a beautiful man."

French is one of the 75 clients of the homeless health clinic that opened Jan. 17 across from the Preble Street center. The clinic, once run by the city, had been closed since 2014 after the city lost its federal grant funding to Greater Portland Health, which at the time was called Portland Community Health Center.

But rather than using Greater Portland Health during the past two years, many of the chronically homeless have been going without medical care or visiting a hospital emergency department for treatment, homeless advocates say.

In announcing the reopening of the facility last month, officials said the Maine Med-Preble Street Learning Collaborative was seeking “to help fill the void left by the closing of the city of Portland Health Care for the Homeless Clinic in 2014, provide no-barrier access to health services, care-coordination and education, and create a new point of entry to the health system.”



Dr. Adam Normandin and nurse practitioner Samantha Doe discuss the case of a homeless man who recently came to the clinic with a life-threatening condition. Normandin and Doe say the clinic’s open and quiet atmosphere helps patients feel comfortable and welcome.

Preble Street Executive Director Mark Swann said Greater Portland Health has a talented clinical staff and high-quality health services, but it simply doesn’t offer the same amount of clinical hours, mental health or dental services that the city clinic once did.

If there wasn’t a gap in services, Preble Street and Maine Med would not have spent the past two years setting up this new program, Swann said.

“This is driven by what our clients tell us and what our social workers experience every single day,” he said. “There’s no question there’s much less available in terms of walk-in hours. And there’s no question there’s a much less robust mental

health aspect to the care.”

Dr. Renee Fay-LeBlanc, chief medical officer at Greater Portland Health, said she’s not aware of any gaps in service. She notes that Greater Portland Health is now serving more homeless individuals than the city clinic did. She said her staff is working closely with the new collaborative, but she’s concerned about unintended consequences from having two organizations doing the same kind of work.

“We’re always going to welcome services for people who are vulnerable, but there is the potential of bad outcomes if there is a duplication of services or fragmentation of care,” Fay-LeBlanc said.

Until 2014, the city of Portland had operated Health Care for the Homeless at 20 Portland St. for 20 years. Preble Street owns the building and had invested \$1 million in renovating the space for the clinic, which employed 36 people.

But the clinic closed after the city lost \$680,000 in federal grant funding. The city had received the grant without competition since 2009, but in 2014 it made a clerical error in its application, prompting Greater Portland Health to apply in the second round. Greater Portland Health beat out the city, forcing the clinic to close.

Greater Portland Health opened a new clinic at 63 Preble St., right across from the Preble Street day shelter and soup kitchen.

A MODEL FOR LEARNERS

The MMC-Preble Street Learning Collaborative offers no-barrier medical, counseling and case management services to high-risk people experiencing homelessness, while giving medical residents a unique opportunity to gain experience working with an underserved population.

One of the goals is to establish relationships with a hard-to-reach population and get them into a primary care facility, such as Greater Portland Health.

“This partnership aligns with MMC’s commitment to delivering innovative population health and affordable care services, as well as our three-part mission of caring for our community, educating tomorrow’s caregivers and researching



Brian French thanks Bill Burns of the Preble Street center for bringing him new socks.

new ways to provide care,” Maine Med’s chief academic officer, Dr. Peter Bates, said in a written statement.

Interest in participating in the collaborative is strong among medical residents, according to Maine Med.

“It’s the right thing to do – to care for the most vulnerable people in the community,” Dr. Normandin said, explaining his decision to serve his residency at the collaborative.

According to Maine Med, most of Portland’s homeless population lacks insurance and there is little access to emergency care, other than emergency departments. The hospital conservatively estimates that led to 1,481 avoidable hospital days in 2015.

The 8,400-square-foot facility at 20 Portland St. has three exam rooms, a reception area, consultation room, two showers, and office, conference and educational rooms. Clinical staff seeks to provide free walk-in care, mental health services, triage, urgent and follow-up care, wound care and substance abuse treatment, among other services.

The combination of medical residents operating in a quiet and supportive environment is more welcoming to people struggling not only with health issues and homelessness, but also substance abuse and mental illness, said Malia Haddock, program manager for Maine Med’s Homeless Health Partners, which provides case management services.

“We’re trying to slow things down – we call it slow medicine,” Haddock said. “It’s really focused on building a relationship with the patient from the start.”

Burns, of Preble Street, said that approach has already saved at least one life, when a veteran came to the collaborative after he was unable to see his primary care doctor. He visited an emergency department, but was discharged. Because he was still not feeling well, he went to 20 Portland St. After spending time with the man, nurse practitioner Samantha Doe realized he had a life-threatening condition and had him admitted at the emergency department.

“Having those quiet spaces, patients open up more and give you more symptoms,” Doe said. “Some patients at the ED are totally out of their element and they just want to get out of there.”

Were it not for the reopened clinic on Portland Street, French said he would not have sought care for his frostbitten feet.

“I would have just walked this off until I fell down,” he said.

But since he already had a relationship with Burns, he was comfortable getting help there.

“It was the kindness of a person,” French said, explaining his reason for going to the clinic. “You see a friend who doesn’t have to ask you nothing because he already knows what you need.”

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Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Wasteful Forgoing Bond Option

0 views



George Rheault <george.rheault@gmail.com>

3:14 PM (1 hour ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

Friday, October 29, 2021:

Why is the City Council relying upon a "bond scenario" that shows the sale of bonds with a 25-year maturity? At the very least, Portland's voters should be shown a run scenario over a 20-year bond in addition to a 25-year bond since a 20-year bond will incur LESS overall interest costs due to the shorter term.

As my attached excerpt from the City's most recent audited financials show, the City of Portland rarely, if ever, bonds beyond 20 years when using regular general obligation bonds for capital projects (exceptions are a few sewer issues and the dreaded pension obligation bonds).

See numbered page 76 in the section of "Note K - Long-Term Liabilities."

No matter one's view of the megashelter plan, most everyone in Portland would agree that if a megashelter is to be built on the taxpayer dime, it should be done in the most cost-effective manner.

Instead, Nick Mavodones and his merry band of so-called "fiscal conservatives" have ensured that paying for the new shelter will be done in the MOST EXPENSIVE FASHION possible:

- Instead of using cheaper municipal bond financing, the City Council is using more expensive private financing (do we even know what the megashelter developers' interest rate will be?).
- The City will have to pay the megashelter developers' a middle-man fee for their financing instead of cutting out the middleman completely via direct bond sales.
- The City is basically foreclosing the ability to refinance the megashelter capital costs in the future at a lower interest rate, although potentially the developers will have this option and will be unlikely to pass any of those savings on to the City should refinancing produce cheaper interest expense.

The following is a schedule of the cost and carrying value of property leased or held for lease under operating leases, by major classification:

	Cost	Carrying Value
Land:		
Casco Bay Ferry Terminal	\$ 511,024	\$ 511,024
Fish Pier	4,263,569	4,263,569
International Ferry Terminal	1,397,399	1,397,399
Total land	\$ 6,171,992	\$ 6,171,992
Property, plant and equipment:		
Casco Bay Ferry Terminal	\$ 6,129,647	\$ 1,485,073
Exposition Building	3,089,325	936,887
Fish Pier	14,607,395	632,290
Hadlock Field	4,515,316	1,743,813
International Ferry Terminal	3,044,555	-
Jetport	100,942,514	59,450,122
Total property, plant and equipment	\$ 132,328,752	\$ 64,248,185
	<u>\$ 138,500,744</u>	<u>\$ 70,420,177</u>

K. Long-term liabilities

Changes in long-term liabilities

Changes in the City's long-term liabilities for the governmental activities for the year ended June 30, 2020 are as follows:

	Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
General obligation bonds	\$ 239,819,989	\$ 29,922,648	\$ 20,049,851	\$ 249,692,786	\$ 21,203,471
Premium on bonds	9,981,955	3,877,352	1,343,757	12,515,550	1,712,872
Notes from direct borrowings	9,094,075	-	632,769	8,461,306	686,493
Capital leases	8,101,726	-	839,482	7,262,244	669,996
Self-insurance	8,301,066	16,510,446	16,258,048	8,553,464	-
Compensated absences	9,659,957	572,550	-	10,232,508	10,232,508
Net pension liability	30,214,162	2,711,097	-	32,925,260	-
OPEB liability	24,322,325	1,605,867	-	25,928,192	-
	<u>\$ 339,495,254</u>	<u>\$ 55,199,961</u>	<u>\$ 39,123,907</u>	<u>\$ 355,571,310</u>	<u>\$ 34,505,340</u>

The general fund is typically used to liquidate self-insurance, pension, OPEB and compensated absences liabilities in the governmental funds.

Changes in the City's long-term liabilities for the business-type activities for the year ended June 30, 2020 are as follows:

	Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
General obligation bonds	\$ 30,205,011	\$ 13,077,352	\$ 3,505,149	\$ 39,777,214	\$ 3,186,529
Revenue bonds	108,995,000	58,450,000	70,860,000	96,585,000	2,010,000
Premium on bonds	6,604,418	10,699,509	899,275	16,404,651	1,674,594
Notes from direct borrowings	49,635,011	-	3,250,295	46,384,716	3,250,295
Net pension liability	2,705,708	322,888	-	3,028,596	-
OPEB liability	269,306	22,301	-	291,607	-
	<u>\$ 198,414,454</u>	<u>\$ 82,572,049</u>	<u>\$ 78,514,719</u>	<u>\$ 202,471,784</u>	<u>\$ 10,121,418</u>

General obligation bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities, public improvements, infrastructure, equipment, economic development projects, the liquidation of self-insured claims, and pension benefit obligations. Bonds have been issued for both governmental and business-type activities. General obligation bonds are direct obligations and pledge the full faith and credit of the City. Notes payable and capital leases are also considered direct obligations and also pledge the full faith and credit of the City.

Bonds for capital improvements which were authorized but not issued at June 30, 2020 were \$261,750,405.

As of June 30, 2020, general obligation bonds, capital leases and notes payable reported in the statement of net position consisted of the following:

<u>Bond issue</u>	<u>Date of Issue</u>	<u>Final Maturity</u>	<u>Amount Issued</u>	<u>Interest Rate</u>	<u>General City</u>	<u>Enterprise Funds</u>	<u>Balance at June 30, 2020</u>
General obligation bonds:							
Multi-modal taxable							
pension bond	07/19/01	6/1/2026	\$ 111,800,000	variable	\$ 85,350,000	\$ -	\$ 85,350,000
Various purpose	05/01/09	5/1/2029	13,220,000	3.31	2,671,236	208,764	2,880,000
School construction	11/01/09	10/1/2029	14,217,000	3.46	7,100,000	-	7,100,000
Refunding and							
various purposes	03/01/10	9/1/2030	18,912,000	3.98	5,460,000	-	5,460,000
Refunding and							
various purposes	12/01/10	9/1/2031	13,900,000	3.12	6,889,481	110,519	7,000,000
Refunding	09/01/11	8/1/2022	19,940,000	3.83	1,528,581	2,656,419	4,185,000
Various purpose	01/25/12	2/1/2027	11,494,000	2.06	4,796,000	154,000	4,950,000
Various purposes	02/01/13	2/1/2033	15,418,000	var	7,780,850	869,150	8,650,000
Refunding and							
various purposes	02/01/14	11/1/2033	20,118,000	var	9,831,462	1,953,538	11,784,999
Refunding and							
various purposes	02/03/15	11/1/2034	20,431,000	var	11,124,216	1,725,784	12,850,000
Refunding and							
various purposes	03/02/16	4/1/2036	33,385,000	var	18,373,592	5,761,408	24,135,000
Various purpose	03/15/17	4/1/2037	14,514,000	var	8,536,054	3,078,946	11,615,000
School construction	08/17/17	8/1/2037	24,600,000	var	22,140,000	-	22,140,000
Various purpose	03/22/18	4/1/2038	22,640,000	var	14,475,172	5,574,828	20,050,000
Various purpose	05/15/19	4/1/2039	19,745,000	var	13,713,494	4,606,506	18,320,000
Various purpose	03/26/20	10/1/2040	43,000,000	var	29,922,648	13,077,352	43,000,000
Total general obligation bonds			<u>\$ 461,359,733</u>		<u>\$ 249,692,786</u>	<u>\$ 39,777,214</u>	<u>\$ 289,469,999</u>
Notes from direct borrowings							
Maine Municipal Bond Bank:							
Combined sewer overflow	06/15/09	4/1/2029	\$ 11,135,000	1.00	-	5,010,750	5,010,750
Combined sewer overflow	06/15/09	4/1/2029	1,912,762	0.00	-	860,743	860,743
Combined sewer overflow	11/23/10	10/1/2030	11,100,000	1.00	-	6,105,000	6,105,000
Combined sewer overflow	05/02/11	4/1/2031	7,286,467	1.00	-	4,007,557	4,007,557
Combined sewer overflow	12/18/11	10/1/2031	7,245,000	1.00	-	4,347,000	4,347,000
Combined sewer overflow	04/15/13	4/1/2033	14,300,000	0.50	-	9,295,000	9,295,000
Combined sewer overflow	12/01/15	12/1/2045	6,800,000	1.00	-	5,893,333	5,893,333
Combined sewer overflow	07/01/18	7/1/2048	11,240,000	1.00	-	10,865,333	10,865,333
Total Maine Municipal Bond Bank			<u>\$ 71,019,229</u>		<u>\$ -</u>	<u>\$ 46,384,716</u>	<u>\$ 46,384,716</u>
Notes payable:							
HUD 108 Loan					\$ 7,650,000	\$ -	\$ 7,650,000
Maine Dept. of Transportation					811,306	-	811,306
Total notes payable					<u>\$ 8,461,306</u>	<u>\$ -</u>	<u>\$ 8,461,306</u>
Total notes from direct borrowings					<u>\$ 8,461,306</u>	<u>\$ 46,384,716</u>	<u>\$ 54,846,022</u>
Capital leases							
School Chromebooks					\$ 162,308	-	162,308
LED street lighting					3,095,936	-	3,095,936
LED street lighting - phase II					3,820,000	-	3,820,000
School computer equipment					184,000	-	184,000
Total capital leases					<u>\$ 7,262,244</u>	<u>\$ -</u>	<u>\$ 7,262,244</u>
Total					<u>\$ 265,416,336</u>	<u>\$ 86,161,930</u>	<u>\$ 351,578,265</u>
Less current portion					<u>(22,559,960)</u>	<u>(6,436,824)</u>	<u>(28,996,784)</u>
Total long-term					<u>\$ 242,856,376</u>	<u>\$ 79,725,106</u>	<u>\$ 322,581,481</u>

The debt service requirements for the City's general obligation bonds, capital leases and notes payable as of June 30, 2020 are as follows:

Debt service requirements:

Year Ending June 30	General City		Enterprise Funds		Totals		Grand Total
	Principal	Interest	Principal	Interest	Principal	Interest	
2021	\$ 21,203,471	\$ 13,836,973	\$ 6,436,824	\$ 2,101,554	\$ 27,640,295	\$ 15,938,527	\$ 43,578,822
2022	24,473,153	12,484,149	6,997,141	1,909,261	31,470,295	14,393,410	45,863,705
2023	26,091,849	11,012,598	6,613,446	1,730,938	32,705,295	12,743,535	45,448,830
2024	27,906,804	9,339,722	6,153,490	1,549,276	34,060,295	10,888,999	44,949,294
2025	30,024,334	7,442,353	5,745,961	1,393,772	35,770,295	8,836,125	44,606,420
2026-2030	71,038,001	14,692,425	25,701,085	4,934,399	96,739,086	19,626,824	116,365,910
2031-2035	32,411,396	4,650,591	14,929,094	2,209,492	47,340,490	6,860,083	54,200,573
2036-2040	15,294,360	951,573	8,222,307	839,615	23,516,667	1,791,188	25,307,855
2041-2045	1,249,417	13,275	3,637,250	326,538	4,886,667	339,813	5,226,480
2046-2049	-	-	1,725,333	118,929	1,725,333	118,929	1,844,262
Grand totals	\$ 249,692,785	\$ 74,423,660	\$ 86,161,930	\$ 17,113,773	\$ 335,854,717	\$ 91,537,433	\$ 427,392,150

Year Ending June 30	Capital Leases			Notes Payable		
	Principal	Interest	Total	Principal	Interest	Total
2021	\$ 669,996	\$ 272,333	\$ 942,329	\$ 686,493	\$ 132,238	\$ 818,731
2022	811,756	153,405	965,161	740,385	118,993	859,378
2023	830,284	134,876	965,161	794,453	104,979	899,431
2024	849,271	115,889	965,161	798,703	90,598	889,301
2025	822,729	96,432	919,161	853,145	75,415	928,559
2026-2030	3,278,208	186,846	3,465,054	4,588,128	117,307	4,705,435
	\$ 7,262,244	\$ 959,781	\$ 8,222,025	\$ 8,461,306	\$ 639,529	\$ 9,100,835

Revenue bonds

The Jetport issues revenue bonds for the purpose of enlarging and improving its operations. The Jetport has also issued refunding bonds when there has been an economic gain. The refundings are structured as legal defeasances of the old debt and such debt has been removed the Jetport's books.

On December 1, 2019 the City issued \$58,450,000 in general airport refunding bonds with interest rates ranging between 3% and 5%. The proceeds were used to refund 2010 Jetport revenue bonds with a face amount outstanding of \$67,650,000. The debt was refinanced to reduce total debt service payments over twenty years by \$21,434,857 and to obtain an economic gain (the difference between the present values of the debt service payments on the old and new debt) of \$14,872,123.

Revenue bonds payable for the year ended June 30, 2020:

	Stated Interest Rate Range	Face Value Outstanding June 30, 2020
General Airport Revenue Refunding Bonds, Series 2013 \$26,265,000 original principal, matures July 1, 2032	2.00%-5.00%	\$ 19,250,000
General Airport Revenue Refunding Bonds, Series 2016 \$20,695,000 original principal, matures January 1, 2038	4.00%-5.00%	18,885,000
General Airport Revenue Refunding Bonds, Series 2019 \$58,450,000 original principal, matures January 1, 2040	3.00%-5.00%	58,450,000
		<u>\$ 96,585,000</u>

The debt service requirements for the outstanding revenue bonds at June 30, 2020 are as follows:

Year ended June 30,	Principal	Interest	Total
2021	\$ 2,010,000	\$ 4,524,280	\$ 6,534,280
2022	2,110,000	4,251,400	6,361,400
2023	2,220,000	4,147,100	6,367,100
2024	2,325,000	4,037,450	6,362,450
2025	3,800,000	3,922,650	7,722,650
2026-2030	22,080,000	16,958,225	39,038,225
2031-2035	28,985,000	10,705,000	39,690,000
2036-2040	33,055,000	4,473,850	37,528,850
Totals	<u>\$ 96,585,000</u>	<u>\$ 53,019,955</u>	<u>\$ 149,604,955</u>

Section 705 of the *General Certificate of Terms of Issuance of General Airport Revenue Bonds Portland International Jetport* for each issue requires a minimum debt service coverage ratio of 125%. The actual debt service coverage ratio for 2020 is 122%, which is below the requirement by 3 percentage points.

Bond Anticipation Notes

The City issued \$7,500,000 bond anticipation notes to provide temporary funding for the Lyseth School. The notes were issued on August 15, 2019 at an annual interest rate of 2.00%, and were retired on April 15, 2020 with proceeds from the issuance of general obligation bonds on March 26, 2020.

Debt limit

The statutes of the State of Maine limit the City's long-term debt outstanding to 15% of the State's assessed valuation of the City. At June 30, 2020, \$335,854,715 (21.31%) of debt applicable to the statutory limit of \$1,576,050,000 was outstanding.

Pension bonds

On July 17, 2001, the City issued \$111.8 million in multi-modal, taxable, variable rate general obligation bonds to refinance debt owed to Maine Public Employees Retirement System (MainePERS) and entered into an interest rate swap in order to pay fixed rates over the life of the debt. The City pays fixed rates from 4.9% to 8.9%. On July 17, 2001 the bonds were priced at 3.85% and are reset weekly at the USD-LIBOR-BBA rate plus 0.4%. Principal payments are due each June 1st and interest is due monthly on the first day of each month.

Overlapping debt

The City is liable for its proportionate share of any defaulted debt issued by entities of which it is a member. The overlapping bonded debt applicable to the City as of June 30, 2020 is as follows:

<u>Entity</u>	<u>Percentage</u>	<u>Share of Bonded Debt Amount</u>
Cumberland County	20.84%	\$ 7,382,543
Portland Water District (sewer debt)	100.00%	18,994,427
Portland Water District (water debt)	30.90%	17,230,008
		<u>\$ 43,606,978</u>

L. Fund balance

Minimum fund balance policy and stabilization arrangement. The City has established a policy providing for the unassigned fund balance of the City's general fund. The goal of the policy is to achieve and maintain an unassigned general fund balance equal to 12.5% of expenditures. Additionally, the policy calls for establishing reserves for any audited increase in unassigned general fund balance from one year to the next. This reserve is in accordance with Title 30-A of the Maine Revised Statutes requirements related to establishing reserves, and is equal to 25% of the increase. The account is to be applied in periods of financial emergency to assist in continuing its normal operation without increasing the tax rate. Balances in the tax rate stabilization reserve are included in the calculation of the 12.5% goal. In years where there is no increase in unassigned fund balance; there is no increase to the reserve.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: The Big Lie about the Oxford Street Shelter Being a "Duplex"

0 views



George Rheault <george.rheault@gmail.com>

10:22 AM (3 hours ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

November 1, 2021

Dear City Council:

The aphorism about how "lies can travel around the world and back again while the truth is lacing up its boots" is very descriptive about every facet of your years-long entire megashelter effort.

For example, proponents of the strategy to banish the homeless from Portland's peninsula have leaned heavily on a rhetorical strategy of dramatizing ad nauseum the inadequacies of the existing Oxford Street Shelter even if it means making stuff up.

To sensationalize the existing shelter's shortcomings, Belinda Ray back in 2019 came up with the cute trick of calling it a "duplex" in order to heighten in the public's mind an image of unsafe overcrowded Dickensian conditions within its walls (never mind our own Portland Fire Department has always been fine with its fire code maximum occupancy capacity of around 200 persons).

Councilor Ray enshrined this falsehood in the very first recital of the infamous Council "Shelter Policy Guidance" resolution which the Council approved by a 6-2 vote on February 3, 2020.

"WHEREAS, for the past 30 years a residence located at 203 Oxford Street, which was built in the year 1900 and originally designed as a two-family dwelling [footnote 1], has been leased by the City of Portland to serve as a single-adult shelter facility, namely the Oxford Street Shelter; and" [Resolve 7-19/20 - See here for full document: [Resolve 7-FY20 Adult Shelter Policy \(portlandmaine.gov\)](#)]

The footnote references an entry in the 1924 Portland Tax Assessor Photo Collection hosted on the Maine Memory Network, specifically: <https://www.mainememory.net/artifact/67713>

Councilor Ray of course loves to create the appearance of sober and sound research underlying all of her policy positions but typically this is undeserved and merely an attempt to sway those who do not have the time or energy to examine closely her legacy of rhetorical mischief and abuse of facts.

Here Ms. Ray takes a good-sized apartment building and tries to diminish it as a mere "residence" with the address of 203 Oxford Street. The addressing is important as that allows Ms. Ray to bounce over to the Maine Memory Network to confirm her recital's contention that the Oxford Street Shelter was "originally designed as a two-family dwelling."

Unfortunately, Councilor Ray (and the rest of the Council who voted to approve Resolve 7-19/20) never bothered to consult with the Tax Assessor's Office or the historic preservation staff, both of whom are very familiar with interpreting the 1924 tax assessment documents.

If she or they HAD bothered to consult with our own city employees or anyone else familiar with the collection, they would have learned what a truly careful inspection of the 1924 records tell us.

Which is that in 1924, 203 Oxford Street represented only HALF the building that later became known as the Oxford Street Shelter.

The link that Ms. Ray provided includes a photo with a distinct black vertical line in it, indicating that the assessor records for 203 Oxford Street represented only the demarcated LEFT side of the photographed structure. The RIGHT HALF of the building is represented on a different card altogether (even though it was under common ownership in 1924 which is why the assessor probably did not bother with a second photo): <https://www.mainememory.net/artifact/67704>

Reading the cards together for 203 Oxford Street and 201 Oxford Street means that the structures had DOUBLE the dwellings that Ms. Ray originally cited. (FYI: 197 Oxford Street was the adjacent parking garage (open to the public) which was added as a brand-new addition in 1924 just in time to make it into the assessor's field survey and now houses the Shelter's "day room" and assorted administrative offices - the automobile was just beginning to reek havoc on Bayside's landscape at this time, a devastating trend that never let up. See here for that property card link: https://www.mainememory.net/artifact/67706#image_68250)

What is even more interesting regarding the building that became the Oxford Street Shelter is that when originally built, the 4-family building was quite spacious but also contained a sort of interior courtyard shape that was not visible from the front facade. This shows up in the 1886 Portland edition of the Sanborn Fire Insurance Maps and again in the 1909 edition. See links below.

Ultimately, by the late 1980s, the complex was considered a "6-family" building and the exterior spaces on the back side had been largely filled in to gain more dwelling space. A fire did significant damage circa early 1988 and it was actually the need for a homeless shelter that probably saved the building from demolition as it sat unused and vacant for a year or so. Presumably it was the City of Portland that paid for the extensive renovations that accompanied the change of use from apartment use to emergency shelter. See attached the tax assessor card from this late 1980 period (Gee, where have I heard the name Sulan Chau before? <https://www.courts.maine.gov/courts/sjc/lawcourt/2018/18me161.pdf>.)

Exploring this history and background using publicly available records (all in the possession of City officials) might seem laborious and tangential. But it highlights the extreme bad faith that Team Jennings (a/k/a Team Megashelter) has deployed in the debate about what to do about the shelter on Oxford Street.

The JOB was always to make the existing shelter look as small and cramped as possible in a way that suggests any real tinkering with its layout or interior along the lines of expansion or renovation looked hopelessly futile and impossible even though it was just over 30 years ago that the City stood it up. This despite the fact that it was flanked by vacant land on all sides that could easily provide expansion opportunities.

Then, AFTER hammering the idea that meaningful re-investment in the existing facility is out-of-the-question, propose an elaborate and expensive scheme (with lots of fake-outs along the way like the Barron Center site and Angelo's Acre) to move the whole shebang as far away from the downtown core as possible using the fig leaf lie that "all other alternatives were seriously considered and found to be wanting..."

Portland's citizens should not tolerate this bad faith and anyone on the Council with integrity should not either.

1886 Edition - Fire Insurance Map

[Image 15 of Sanborn Fire Insurance Map from Portland, Cumberland County, Maine. | Library of Congress \(loc.gov\)](#)

1909 Edition - Fire Insurance Map

[Image 22 of Sanborn Fire Insurance Map from Portland, Cumberland County, Maine. | Library of Congress \(loc.gov\)](#)

1954 Edition - Fire Insurance Map

[Image 22 of Sanborn Fire Insurance Map from Portland, Cumberland County, Maine. | Library of Congress \(loc.gov\)](#)

CHART	LETTER	BLOCK	LOT	STREET CODE	STREET NUMBER	CENSUS TRACT	CENSUS BLOCK	LAND USE	ZONING	LAND NOS.	STREET	BLDG. NO.	CARD NUMBER
026		B	010	1319	0199			15	R-6			201	01 OF 02

S.F.	S.F.	DEVL. NO.	RECORD OF OWNERSHIP	BOOK PAGE	TAX YEAR	ACCOUNT NUMBER	DATE MO.	DATE YR.	TYPE 1. LAND 2. L & B	SALE PRICE	SOURCE	VALIDITY 1. YES 2. NO
GORDON-DODGE DEBORAH RR1			Dodge, Richard A	4904	82	227414	01	82	1 2			1 2
50 WINDHAM MAINE 04082			WING, MARLAND	6612	85	229139	11	84	1 2		BYER	1 2
26-8-10-11-15 OXFORD ST 199-201 6905 SF			CHAY, SULAN	7741	87	32805	06	86	1 2	STANLEY		1 2
			ARROW REALTY	8376	89	21228	07	88	1 2	170,000		1 2
				270					1 2			1 2
									1 2			1 2
									1 2			1 2

GENERAL PROPERTY FACTORS				NEW ACCOUNT				LAND COMPUTATIONS				REVISED		EXEMPT		ASSESSMENT RECORD			
NEIGHBORHOOD I.D.				FTG.	DEPTH	2 or AC	UNIT PRICE	DEPTH FACTOR	ADJ. PRICE	LAND ADJ.	LAND VALUE				ASSESSMENT				
TOPOGRAPHY RATING				59	124		250	107	267		15780				LAND 15780				
1 GOOD 2 FAIR 3 POOR 4 VERY POOR																BLDGS. 36680			
STREET OR ROAD																TOTAL 52460			
1 PAVED 2 UNPAVED 3 PROPOSED 4 NONE																LAND 15780			
SIDEWALK 1 YES 2 NO ALLEY 1 YES 2 NO																BLDGS. 42790			
UTILITIES																TOTAL 58570 6110			
ALL WATER SEWER ELECTRICITY GAS																LAND 15780			
0. NONE 1. PUBLIC 2. PRIVATE																BLDGS. 76070 33280			
LAND ADJUSTMENT %																TOTAL 91850			
TOPO VACANT SIZE SHAPE EXC. FTG.																LAND			
MISIMP. CORNER RESTRICTION																BLDGS.			
																TOTAL			
																LAND			
																BLDGS.			
																TOTAL			
																LAND			
																BLDGS.			
																TOTAL			

BUILDING PERMIT RECORD				NOTES:				LAND BUILDING TOTAL		
DATE	PERMIT NO.	AMOUNT	DESCRIPTION				4,140	22,030	26,170	
3/87	177	1500	CONSTR. 8x8 OPEN DECK & 4x1000 FIRE ESC. LANDING ON 2ND FL.	5/27/87 Not started. May have some Renov.						
10-89	2706	21874	INST. sprinkler syst.	started on 1st floor. OK. 58189 AK						
10-89	2714	20000	chryse - 6 family - being leased to city of Portland.	2/19/89. Substantial Fire damage. Bldg vacant. All windows broken - most boarded. 1st floor (Rt side) totally gutted - 2nd & 3rd floors and entire left side appears to have smoke damage only. No repairs started. Ad.						
				5-23-89 - As Change (B)						
				1-17-90 Totally Renov. (Used as shelter for homeless). Shattered - walls & ceiling w/ a drop covering. Sprinkler 1-3. New LHW/gas heating. Notes on rear.						
				Rmt = 5000/mo.						

S.F.	TO-FROM	CH	BL	LOT
S.F.	TO-FROM	CH	BL	LOT
S.F.	TO-FROM	CH	BL	LOT
S.F.	TO-FROM	CH	BL	LOT
S.F.	TO-FROM	CH	BL	LOT
S.F.	TO-FROM	CH	BL	LOT

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: The original plan - BLOW UP THE SHELTER!

0 views



George Rheault <george.rheault@gmail.com>

10:25 AM (3 hours ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

November 1, 2021

Dear City Council:

See attached an old Bill Nemitz column from 1999.

People forget that Plan A for getting rid of the downtown homeless problem was to build an arena that would just swallow up the whole messy area including the Oxford Street Shelter itself. FYI - the Public Market Garage was actually built in anticipation of serving the parking needs of both the public market AND the civic center replacement (hence why the garage seems so out of place now).

The short story is that Preble Street rallied West Baysiders and other social service agencies in the area against the arena plan and foiled it. (I have never heard Jim Hall and Sarah Michniewicz ever thank Mark Swann for saving the Cedar Street house they purchased in 2006 from demolition).

So the downtown business community had to come up with new plans for how to rid the peninsula of the homeless problem that gentrification and redevelopment had bestowed upon Portland as it climbed out of its darker days. And here we are over 20 years later...still fighting but victory within a hair's-breadth's away!



BIG FOOTPRINT: WHAT'S IN IT FOR BAYSIDE?

Nemitz, Bill . Portland Press Herald ; Portland, Me. [Portland, Me]. 27 Aug 1999: 1B.

[ProQuest document link](#)

ABSTRACT (ABSTRACT)

Start to finish, it took 763 steps: Down Chestnut Street from the corner of Oxford Street, across Lancaster Street to Kennebec Street, left on Kennebec to Elm, left on Elm to Oxford, left on Oxford across Cedar Street and back to Chestnut.

Along the way came snapshots of life in Bayside: An immigrant family -- Dad and Mom with two small kids in tow -- exiting the social services complex on Lancaster Street. A pair of boys chasing a late-summer adventure between the houses on Cedar Street. Two men tending the garden outside the Oxford Street Shelter while a third emptied a wash bucket into the storm drain. "Good morning," he said with a smile.

They argue convincingly that Portland needs one to stay "competitive" in the you-snooze-you-lose world of professional sports and big-name entertainment. They promise The Arena will pay for itself, maybe even turn a tiny profit. They warn, again convincingly, of the "market pressures" bearing down on Bayside and, like it or not, the massive changes in store for the peninsula's last pocket of underdeveloped space.

FULL TEXT

Start to finish, it took 763 steps: Down Chestnut Street from the corner of Oxford Street, across Lancaster Street to Kennebec Street, left on Kennebec to Elm, left on Elm to Oxford, left on Oxford across Cedar Street and back to Chestnut.

Along the way came snapshots of life in Bayside: An immigrant family -- Dad and Mom with two small kids in tow -- exiting the social services complex on Lancaster Street. A pair of boys chasing a late-summer adventure between the houses on Cedar Street. Two men tending the garden outside the Oxford Street Shelter while a third emptied a wash bucket into the storm drain. "Good morning," he said with a smile.

Now close your eyes. Take the same long, slow walk in your mind. And inside this mammoth rectangle, picture The Arena and, for 763 steps, only The Arena.

They argue convincingly that Portland needs one to stay "competitive" in the you-snooze-you-lose world of professional sports and big-name entertainment. They promise The Arena will pay for itself, maybe even turn a tiny profit. They warn, again convincingly, of the "market pressures" bearing down on Bayside and, like it or not, the massive changes in store for the peninsula's last pocket of underdeveloped space.

But for all the slides and statistics and handouts they bring to their seven-stop informational tour -- now playing in a community center near you -- proponents of The Arena have yet to satisfactorily answer one \$46 million question: What's in it for Bayside?

"I don't see anything in it for Bayside," said Sandra Elder, president of the Bayside Neighborhood Association.

Wednesday evening at the Riverton Community Center, Elder told city officials that her fledgling organization has "grave concerns" about how The Arena might mesh (or grind) with the neighborhood's real needs: "Appropriate, affordable and ample housing, neighborhood safety and serving the needs of an increasingly diverse neighborhood."

In other words, while The Arena hurtles toward a City Council debate and (we can only hope) a referendum on whether to accept the Libra Foundation's \$20 million, take-it-or-leave it offer to jump start the project, those who live and work near or under its huge footprint still don't quite grasp how this is a good thing. Not for Greater Portland, but for them.

"Footprint is the perfect word," Elder said. "It's the big giant."

Elder, a retired librarian, spoke at all three informational meetings held by the city so far and will do the same at the remaining four. Generally, she wants to know "how placing the arena in our neighborhood would improve (Bayside's) quality of life."

Specifically, she and her neighbors want to know a lot more. When and where will Bayside get all that new housing (nine residential buildings now fall within The Arena's footprint) and who will pay for it? Where will daytime-event visitors to The Arena park when the garages and lots are already full? And what about the Oxford Street Shelter, which city officials concede will have to "relocate."

"Where does (the shelter) go?" Elder asked.

None of the handouts, or the city officials who wrote them, truly answer those questions -- at least not with the kind of eye-popping detail that already adorns The Arena. So who can blame the people of Bayside if they suspect this whole exercise has a lot more to do with The Arena -- and the riptide of outsiders that will wash in and out of their neighborhood 169 days a year -- than it has to do with them?

Wednesday evening, the buzz was about money: Should Portland taxpayers be left holding the bag if The Arena's revenues fall short?

It's a good question. But before it becomes the only question, Mr. and Mrs. Taxpayer, put on your walking shoes, head down to Bayside and imagine how you'd feel if you saw The Arena's larger-than-life footprint looming over your neighborhood.

Start to finish, it's a size 763.

DETAILS

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Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: The Long Stall & Hostage-Taking

0 views



George Rheault <george.rheault@gmail.com>

10:26 AM (3 hours ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

November 1, 2021

Dear City Council:

See original 2017 message at bottom (including attachment) for background on the effort to meaningfully address the City's homeless crisis and ongoing efforts by some to spin that history as something very different than what it was.

The most egregious thing about the whole megashelter debate is how Team Jennings (including downtown business allies) have basically allowed the homeless situation to worsen and fester for years. They have basically engaged in a fairly blatant game of hostage-taking: EITHER YOU LET US MOVE THE SHELTER FAR AWAY OR WE WILL DO THE ABSOLUTE MINIMUM TO HELP THE AREA'S HOMELESS.

For the last 20 years, smaller shelters were harassed, starved of funds and forced to close and then razed (YWCA being the biggest example - thanks Portland Museum of Art trustees!). The assumption was that if you deny aid and support to those suffering in our center city (including those who help them like Preble Street), eventually the problem will get so bad that the community, out of exhaustion and sheer frustration, will agree to expensively and mindlessly move the problem somewhere else. And it worked! Here we are today!

The problem with this cynical (evil?) approach is that you have to be careful not to leave too many fingerprints. Can't make it look too obvious and egregious what you are doing since it produces real human misery (including death). If the community catches on to your "war of attrition" policy, then the whole thing will get politically toxic for a place that likes to think of it as compassionate and pro-humanity.

So you periodically engage in various PR stunts to make it look like you are working on the problem. It is the public policy equivalent of torturing a victim to unconsciousness but always letting up just enough to look gracious that you did not kill them: Keep the system always on the edge of collapse but play the "hero," taking credit for doing just enough to stave off collapse while ensuring public patience gets thinner and thinner with every passing day.

What is amazing is how these minimal efforts, like adding an outdoor bathroom and a storage container to the shelter's exterior courtyard, are being celebrated by city council candidate Sarah Michniewicz. She appears to be taking credit for lobbying for these improvements when in fact I and others were pounding the drum for these kinds of incremental improvements before she ever got on board.

But the ONLY reason why the bathroom/storage idea was implemented was because Team Jennings KNEW that the pieces of the Riverton megashelter were not yet ready for prime time so they could not just crow incessantly about existing conditions without doing some face-saving measures to ensure they did not look like monsters. It was only ever window-dressing, but it worked just enough to distract people and now, almost hilariously (but awfully), people like Sarah Michniewicz can use it as a twisted talking-point.

But the reality is that MORE (and I mean MUCH more) could have been done to ameliorate a terrible situation including engaging local residents/property-owners and service providers in constructive

engagement instead of the scorched earth "MEGASHELTER NOW!" tactics that the shock troops of the "Bayside Neighborhood Association" were encouraged to wage.

Of course making real strides in West Bayside would have reduced the pressure to move the homeless out of downtown altogether. It also would have been real work. So real engagement was never EVER deployed because the war-of-attrition was so much easier for those who did not have to feel the fallout.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Tue, Aug 15, 2017 at 6:20 PM

Subject: Re: mitigation group Tuesday 8/8 5:30 at Back Bay Tower

To: steve hirshon <stevehirshon3@gmail.com>, Camelia Babson-Haley <camelia.haleyfo@gmail.com>, RWP@portlandmaine.gov <RWP@portlandmaine.gov>, Ronald Spinella <ronspinella@maine.rr.com>, stephanie scherer <stephanie.f.scherer@gmail.com>, Deborah Van Hoewyk <dvhoewyk@umich.edu>, Sean Kerwin <cairdhubain@gmail.com>, Christine Arsenault <carsenault3@gmail.com>, dennisferrante@aol.com <dennisferrante@aol.com>, Kelly Wallace <kelly_wallace@yahoo.com>, Kelly Crotty <kcrotty@portlandmaine.gov>, Charles Kaufmann <clk328@rcn.com>, Blackburn, Tom <teblkbrn@maine.rr.com>, Sarah Michniewicz <sarahmichniewicz@me.com>, hilda@urbancatsitters.com <hilda@urbancatsitters.com>, Hanna Sturtevant <hsturtevant@preblestreet.org>, awinn@reliantgroup.com <awinn@reliantgroup.com>, Laura Cannon <igocoastal@yahoo.com>, zop@portlandmaine.gov <zop@portlandmaine.gov>, Bridget Rauscher <bnevers@portlandmaine.gov>, <peggy@therootcellar.com>, Carol Hutchins <hutchins_carol@hotmail.com>, <vwm@portlandmaine.gov>, <agreene@reliantgroup.com>, <ogb@portlandmaine.gov>, <michaela@sistersgourmetdeli.com>, Susan McCloskey <smccloskey@maine.rr.com>, Chris St.Pierre <stpierrechris4@gmail.com>, suzie st. pierre <suzie@isaportlandme.com>, Raffi Der Simonian <rdersimonian@meca.edu>, Annie Wadleigh <awadleigh@meca.edu>, Mark Swann <mswann@preblestreet.org>, <casey@portlandmaine.com>, <amy@portlandmaine.com>
Cc: <estrimling@portlandmaine.gov>, Councilor Belinda Ray <bsr@portlandmaine.gov>, <pali@portlandmaine.gov>, <nmm@portlandmaine.gov>, jduson <jduson@portlandmaine.gov>, <dbrenerman@portlandmaine.gov>, <sthibodeau@portlandmaine.gov>, <jcosta@portlandmaine.gov>, <bbatson@portlandmaine.gov>, Jon Jennings <jjp@portlandmaine.gov>, <mjs@portlandmaine.gov>, David Harry <dharry@theforecaster.net>, Randy W. Billings <rbillings@pressherald.com>, Gregory Kesich <gkesich@pressherald.com>, <richb@portlandmaine.gov>, <mbyrne@pressherald.com>, <mgoad@pressherald.com>, Jake Bleiberg <jbleiberg@bangordailynews.com>

Thank you to all who attended last Tuesday's Bayside introductory mitigation planning session and especially Rob Parritt and Sarah Michniewicz for tag-teaming the moderation.

I had meant to send around the handout I brought to the meeting (which Amy Winn of Back Bay Towers was kind enough that evening to create extra copies for attendees) so everyone has a digital version and I am only now getting around to this.

Since time was limited last week I will try to elaborate on the ideas presented in the handout over the coming weeks while we await details on the next action steps.

I do want to make clear one point that I discovered was somewhat ambiguous in the minds of some participants in the wake of our meeting.

This meeting, part of an effort that has been slowly boiling since last year, is for me about the here and now. It is about coming up with concrete relatively inexpensive ideas to better mitigate the real impacts of homelessness on the greater Bayside neighborhood (which frankly encompasses most if not all of the Portland peninsula and thus is everyone's responsibility not just the 4 or 5 blocks immediately surrounding the Oxford Street shelter and/or Preble Street Resource Center) including some pragmatic things that probably should have been done years ago.

It is NOT about developing a mitigation plan for the future off-peninsula mega-shelter that various voices within the City of Portland have recently proposed to construct (which even at their most ambitious are

easily 3-5 years from realistic occupancy). The work of the mitigation group, if done well and if actually embraced and implemented in good faith by the City of Portland, will of course have prospective lessons, value and benefits to any future neighborhood that may host a shelter (of any size) or a large social services presence such as we currently have in West Bayside. But that is NOT why I have chosen to participate in this work and certainly that viewpoint, while shared by most of the stakeholders present last week, bears emphasizing so there is no confusion or misunderstandings going forward.

I am highly encouraged by the conversations and open-mindedness shared last week. When we focus on the nuanced reality of the complex experience shared by all Baysiders (no matter their status) and empower one another to take honest constructive action we can make real progress. And doing so helps push back on the distorted sensationalism that our ever-shrinking and harried local media seem to repeatedly resort to without integrity or deeper examination.

P.S. I do not have an email for Sandy Brown so if someone could be kind enough to provide that to me, I will make sure she gets a copy of this communication.

On Thu, Aug 3, 2017 at 12:18 PM, steve hirshon <stevahirshon3@gmail.com> wrote:

All- it's been hard getting this off the dime, but Rob Parritt would like to begin and we need to start somewhere. I am only trying to get a meeting called. I will be there to listen as much as anything.

This is the outgrowth of a discussion at our " Community Conversation" in June about ways to mitigate anti social behavior in the neighborhood.

Amy Winn at Back Bay Tower has agreed to host. Feel free to share this with whoever you think would be interested. Any topic suggestions would be appreciated.

This is a start, even if a delayed one. We can begin and see where it takes.

thanks,
Steve

Long Term (Hardest)

- Extend boundaries of ***Portland Downtown District*** to most if not all of West Bayside (large % of downtown users park here anyway) to develop mitigation resources. For social service providers that own land outright (vs. leasing from private landowners) discuss imposing modest “payments-in-lieu-of-taxes” to be devoted exclusively to neighborhood mitigation projects.
- Appoint new “Homeless Services Coordinator” reporting directly to City Manager and City Council. Homeless “czar” would be similar to current Sustainability Coordinator – with authority to operate across existing city departments in search of solutions/resources/partnerships that are not currently served by existing staff (and their job descriptions).
- Develop cross-departmental/inter-agency/public-private platform data sharing protocols for tracking of homeless case management to minimize gaps in service, maximize public expenditures and provide community intelligence for difficult cases. Privacy/HIPAA issues TBD.

Medium Term (Harder)

- Convert “community garden” at corner of Oxford & Chestnut to multi-use supervised recreational courtyard. Space is currently woefully under-utilized for existing use and could help provide safe and secure off-street daytime rest/recuperation area.
- Inventory all existing (a) restroom and other comfort facilities (showers), (b) storage options and (c) low-cost laundry alternatives for area homeless and develop Community Development Block Grant proposals to fund permanent or mobile solutions for FY2019.
- Require all convenience stores selling alcohol of any kind within 2 miles of Oxford Street shelter to have sidewalk trash and recycling receptacles as condition of license renewals (including regular bag liner change-out) and develop inspection regime to ensure compliance.
- Develop quarterly meeting schedule of area homeless service providers, law enforcement (DA & PPD/PFD) and other stakeholders to report on developments/trends/accountability.

Short-Term (Easy)

- Keep Oxford Street courtyard open all day long. Install shade canopies and temporary landscaping. Develop overall beautification plan for 2018 (engage qualified partners like Portland Society of Architects, etc.).
- Continue roll-out of trash cans requested by Bayside neighbors (in late 2016 and summer 2017).
- Deploy dedicated recycling containers in strategic locations after consultation with neighborhood stakeholders (in conjunction with trash can plan above).
- Assign permanent liaison from Sanitation/DPW to fine-tune can pickups, street-sweeping schedules, ad hoc sidewalk power-washing and periodic trash sweeps and coordinate ongoing community input/feedback.
- Rebuild northern Oxford St. sidewalk across from Preble Street RCenter.
- Paint cross-walk striping on all 4 sides of intersections in Portland St/Oxford St corridor to acknowledge large pedestrian presence/legitimize desire paths and better manage expectations on the part of motorists.

Order 82-21/22 Approving the Homeless Services Center Ground and Building Master Leases at 654 Riverside Street -

0 views



Myke Johnson <mykejohnson@maine.rr.com> Oct 30, 2021, 8:44:31 AM (2 days ago)
to publiccomment@portlandmaine.gov

Dear Mayor Snyder and Portland City Councilors:

At the November 1st City Council meeting, I urge you to delay your vote regarding the Riverside HSC until your next meeting, which, of course, is after election day. As representatives the citizens of Portland have elected, it is important that you honor the democratic process we have entrusted you to uphold.

On November 2nd, I plan to vote for smaller shelters, in the citizen's initiative which my fellow residents of Portland presented as a grassroots group, based on peer-reviewed research; conversations with shelter directors here in Portland and in other parts of the country; and conversations with persons who are, or have been, or are at risk of homelessness.

While you may have differing perspectives about the right course to take, I can't believe you would ignore the democratic process that is taking place right now, and circumvent it by a vote the day prior to the election.

Please respect the citizens who elected you and who also care about the well-being of all Portland residents.

Sincerely,
Rev. Myke Johnson
67 Birchwood Drive
Portland, ME 04102

Homeless Services Center 0 views



Maureen Duggan <maureenlduggan@gmail.com>

10:20 AM (3 hours ago)

to publiccomment@portlandmaine.gov

Dear Portland City Councilors,

Thank you for your diligent work in service to providing Portland with a new, and badly needed Homeless Services Center.

Tonight you will vote on approving the Homeless Services Center Ground and Building Master Leases at 654 Riverside Street, and it's my sincere hope that you will follow the unanimous recommendations of the Housing & Economic Development Committee and the Planning Board, and approve this.

It's regrettable that this whole process has been complicated by a referendum effort that is not in any way based on possible factual outcomes. The only way forward is to build the Homeless Services Center.

Please vote for approval of the Master Leases.

Sincerely,
Maureen Duggan
52 Glenridge Drive
Portland Maine 04102

Order 82-21/22 0 views



Deborah <deborahnapi@gmail.com>

9:49 AM (4 hours ago)

to publiccomment@portlandmaine.gov

I urge the Mayor and City Council to delay your vote regarding the Riverside Homeless Service Center until after the November 2nd vote by the people. The people's voice should always count.

I am a supporter of Option C because I believe it is the best solution for the homeless people. However, I am not in favor of the City Council taking a vote to approve the leases for Option C before the people have voted. The Referendum procedures and the Citizens' Initiative are legal platforms for residents to have a say, and they must be respected and honored. The democratic process must be honored and adhered to.

Sincerely,
Deborah Napier
Portland

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Unanswered Questions About Megashelter Health Clinic!

0 views



George Rheault <george.rheault@gmail.c...> Oct 27, 2021, 10:51:35 AM (24 hours ago)
to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

During the rushed and corrupt Planning Board process, one of the parties absent in ANY part of the proceedings (written or otherwise) was Greater Portland Health (GPH).

This entity is supposedly going to be responsible for creating and operating the much touted medical clinic operation at the megashelter.

This clinic has been the rhetorical linchpin for all the megashelter proponents for years. The claim being that somehow, magically, having an on-site medical clinic will suddenly positively transform the experiences of those experiencing homelessness.

The problem is GPH was not required by the Planning Board to submit any kind of verifiable and actionable plan or timeline to buttress the City's promise of standing up a medical clinic in the megashelter complex.

If the City Council wants to endorse the megashelter plan, then the Council better get some UPFRONT answers to the following questions:

- 1) Where can the public find a LEGALLY BINDING contractual commitment from GPH to stand up a medical clinic at the megashelter location simultaneously with the megashelter's opening? As part of such a commitment, what are the hours of operation and staffing levels being promised by GPH with respect to this co-location arrangement? Will the City be able to enforce or penalize GPH's clinical promises should they depart from the "vision" that Portland's taxpayers have been offered as part of the megashelter deal?
- 2) Where will GPH find the resources to build out, fully staff and maintain acceptable levels of operation at the megashelter complex? Have these resources been SECURED or is GPH still awaiting word on whether funding (both short-term and long-term) will be forthcoming from local, state and federal public sources and/or private donors?
- 3) Has GPH assessed the impact a megashelter clinic site will have on its existing operations including its 63 Preble Street clinic and its Riverton Park satellite office? Will GPH have to close these locations or reduce service hours there in order to find resources to operate the megashelter clinic? In other words, will access and quality DIMINISH in certain places (including on peninsula) in order to make all of this work?
- 4) Attached is an abstract of a federal grant GPH received some years ago to renovate its 63 Preble Street location. The effort required quite a bit of money to do modest renovations and of course that was in 2016 when costs were significantly lower. What is the expectation of that federal grant money and does it allow GPH to unilaterally shutter the 63 Preble Street location and move those operations somewhere else (like the megashelter location)? If the terms of the federal grant require a

specific timeframe, when will GPH be released from any relevant grant restrictions that may pertain to occupation time limits?

The City Council cannot blindly promise an expansive "wrap-around services" experience at the megashelter campus when that reality is by no means assured or even documented AT ALL at this stage of the process. Empty promises are easily broken. We need the City Council to do much better than accept empty promises with nothing to back them up.

ABSTRACT

Application Title:	Portland Community Health Center 63 Preble Street Renovation		
Applicant:	Portland Community Health Center		
Program:	2015 Health Infrastructure Investment Program Funding Opportunity: HRS-15-129		
Project Director:	Leslie Clark, CEO		
Address:	180 Park Avenue Portland ME 04102 Congressional Districts: 1		
Phone:	207 874 2141	Fax: 207 874 2164	E-Mail: lclark@portlandchc.org
Type of Project:	Renovation	Projected Date of completion: 08/31/2018	

Portland Community Health Center (Portland CHC) is requesting 2015 Health Infrastructure Investment Program Funding of \$498,000 for a single project at its 63 Preble Street site. The proposed renovation of approximately 4,200 square feet of existing space will expand capacity, improve patient flow, and enhance patient and staff experience. **History:** Founded in 2009, PortlandCHC operates four delivery sites with a current total enrollment of 5,505 active patients: The primary site at 180 Park Avenue serves the general population, two satellite clinics are lodged in Portland Housing Authority facilities, and the 63 Preble Street clinic is home to the center's Healthcare for Homeless (330h) core program. Situated within walking distance of Portland's homeless shelters and services, 63 Preble Street primarily serves the adult homeless population. **Populations served:** Portland CHC serves people of all ages with a focus on the most vulnerable members of our community: low income, homeless, minority, refugee/immigrants, and children. It is the only FQHC in Portland and meets a critical need. The 63 Preble Street site, which focuses on the needs of Portland's homeless population, has served 1,131 patients since opening in April, 2014. **Description of need:** In order to meet the growing needs of Portland's homeless population, Portland CHC seeks to improve and add clinical space at 63 Preble St. The renovation plan includes the addition of (1) one dental operator, (2) one counseling room, (3) one medical exam room, and (4) one nurse triage room. One of the medical exam rooms will be equipped with a negative air flow system for patients with communicable illnesses. The proposed renovations will optimize the space for Portland CHC's collaborative team based care model, improving patient and employee experience. Further, the clinic is in need of renovation to create more efficient use of its existing space and expanding capacity for delivery of integrated health services. **Description of project:** Portland CHC plans to renovate 4,200 square feet of existing space to make much needed improvements, increase clinical space, enhance efficiencies, and improve patient flow. Winton Scott architectural firm is performing a programming renovation plan in collaboration with area agencies that provide support and services to the homeless population, in order to assess health, access, and safety problems, and to recommend reconfiguration of current space to accommodate an increase in patients. The project is within Portland CHC's scope of practice and is in-line with the Center's mission. Without HRSA HIIP funding, the project is not possible as there is no other available source of support. **Projected increase in service:** The proposed renovations will add four new clinical rooms and dramatically improve existing space in order to accommodate projections of significant growth. Portland CHC estimates an increase of 500 new patients per year over the project period. The Center is adding a part time dentist, a part time dental hygienist, a part time dental assistant, and one full time behavioral health clinician, as well as additional support staff. **Other relevant information:** The proposed space will be contained within the site's existing footprint at 63 Preble St. in Portland, ME. The project will use green technology, be environmentally sensitive, and designed for maximum sustainability.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Industrial Zones NOT Welcoming!

0 views



George Rheault

<george.rheault@gmail.c... Oct 27, 2021, 10:51:48 AM (24 hours ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

As our City Council prepares to rationalize why a megashelter over 5 miles from Monument Square is an acceptable policy solution, it is important to remind the public once again the absolute sham that lies at the core of all of this: the Council intends to exile those experiencing homelessness from our city's center in an industrial zone where it is illegal for anyone who ISN'T homeless to live [See attached YOUR Land Use Code Chart].

Both Cullen Ryan (Community Housing of Maine) and Belinda Ray have recently been given platforms in the pages of the Portland Press Herald and they both made the absurd argument that placing troubled people in an industrial zone is somehow a compassionate effort which will allow those people to experience a therapeutic respite from their struggles with poverty, mental illness, substance abuse and emotional and physical violence.

Indeed here is a direct quote from one of those pieces:

"People experiencing homelessness ought to be able to do so with dignity and respect in a safe, healthy, welcoming environment conducive to ending their homelessness."

I would like the members of the City Council who wish to approve the enormous expense of the white elephant that is the megashelter to answer for the public how persons being dumped in an industrial zone represents "dignity and respect" and "a safe, healthy, welcoming environment conducive to ending their homelessness."

- Is it "welcoming" to shove our homeless into a place where it is illegal for hotels to be permitted?
- Is it "welcoming" to push our homeless into a place where it is illegal for ANY residential uses to be permitted except for emergency shelters?
- Is it "welcoming" to expect our homeless to take all their meals in a place where it is illegal for ANY restaurant to be permitted?
- Is it "welcoming" to expect our homeless to feel respect and dignity in a place where it is even illegal for ANIMAL KENNELS to be allowed?

Those experiencing homelessness know what you are doing to them. They know well the difference between empty rhetoric and real actions - the gap between words and deeds.

If the Council had any real respect for those experiencing homelessness, they would reject the megashelter approach and roll up their sleeves on confronting and passing real solutions rather than just moving the problem somewhere less visible to tourists and downtown property interests.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Mon, Aug 23, 2021 at 11:58 AM

Subject: Public Comment: Small Shelters Referendum

To: Public Comment <publiccomment@portlandmaine.gov>

Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Councilor Belinda Ray <bsr@portlandmaine.gov>, Colin Ellis <colin@portlandphoenix.me>, Michael Kelley <mkelley@theforecaster.net>, Randy W. Billings <rbillings@pressherald.com>, Gregory Kesich <gkesich@pressherald.com>

I implore the Mayor and the City Council to stop their stalling regarding formally placing the Small Shelters Referendum on the November ballot.

I am also opposed to the "alternative" referendum that Belinda Ray has cooked up behind the scenes with the assistance of the City Manager and city staff.

The Mayor and Council had their opportunity to show compassion and respect to those experiencing homelessness back in early 2020 but choose instead the "Snyder Shelter Solution."

The Mayor and certain members of the Council back then could have rejected the exiling of our homeless neighbors to an industrial zone where it is technically ILLEGAL for anyone else to reside there (see attached chart from land-use code showing how the area containing the proposed homeless shelter currently prohibits hotels, all residential uses and even restaurants but the City of Portland is more than happy to expect our homeless neighbors to eat, sleep, receive essential services and socialize in the midst of this area). Instead, by a narrow vote, the Council embraced EXILE.

It is now official City policy that homeless services will only be dispensed at the farthest fringes of our city limits, wedged into an area hemmed in by highly flammable propane storage, wood-chip processing and a waste disposal transfer station.

The voters of Portland deserve to have their say whether this official city policy should remain in place or be disturbed by a real vision that does not warehouse our most vulnerable, struggling citizens in an area that will only further stigmatize, isolate and traumatize those who have been falling through the cracks of our unequal society.



TABLE 6-E: PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
Institutional	Airports				● ⁸	
	Preschool facilities	●	●			
	Emergency shelters	●	●	●		6.5.6(B)
	Intermediate care facilities		● ⁴			
	Places of assembly (<10,000 SF)	●				
Commercial/Services	Bars				●	
	General offices (<5,000 SF)	● ¹	●			
	General offices (>5,000 SF)	● ¹	●			
	General services (<5,000 SF)				●	
	General services (>5,000 SF)				●	
	Hotels				●	
	Recreation and amusement centers	●	●			
	Repair services	●	●	●		
	Restaurants				●	
	Animal-related services	● ²				
	Construction & engineering services	●	●	●		
	Dairies	●	●	●		
	Fish waste processing			●		
	Food & seafood processing, packing, and distribution		●	●		
	High-impact industrial uses			●		
	Intermodal transportation facilities	●	●	●		
	Laboratory and research facilities	●	●	●		
	Low-impact industrial	●	●	●		
	Lumber yards	●	●	●		
Industrial	Marijuana cultivation facility (<2,000 SF plant canopy)	●	●	●		
	Marijuana cultivation facility (2,000–7,000 SF plant canopy)		●	●		
	Marijuana cultivation facility (>7,000 SF plant canopy)			●		6.4.10
	Marijuana manufacturing facility	●	●	●		
	Marijuana testing facility	●	●	●		
	Printing and publishing	●	●	●		
	Recycling and solid waste disposal facilities		● ⁵	● ⁵		
	Studios for artists and craftspeople	●	●			
	Telecommunication towers (ground-mounted)		●	●		
	Tow lots		●	●		6.4.17
	Warehousing, storage, and distribution facilities	● ³	●	●		

TABLE 6-E (CONT.): PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
	Correctional pre-release facilities		● ⁶	● ⁶		6.4.7
	Marinas	●				
	Off-street parking				●	
Other	Solar energy system (minor)	●	●	●	●	6.4.16
	Solar energy system (major)		●	●	①	
	Utility substations	●	●	●		
	Wind energy system (minor)	①	●	●	●	6.4.18
	Wind energy system (major)		●	●	①	

¹ Only back office uses permitted.

² Not including kennel or boarding facilities.

³ Must be less than 10,000 SF in floor area. No outdoor storage permitted. Self-storage not permitted in the I-L/I-Lb zone.

⁴ Permitted in existing structures not designed for industrial, amusement, warehouse or manufacturing uses as of 9/15/14 or later. Such structures may be reused or expanded to establish a facility of no more than 30 persons plus staff.

⁵ Permitted within an enclosed structure only.

⁶ Not permitted in the I-Ma, I-Mb, or I-Hb zones.

⁷ Permitted uses on lots within airport restricted access areas shall be limited to those which do not require or encourage access or visits by the public and which provide technical administrative or other support to airport operations.

⁸ Including airport administration, terminals, carrier operations, concessions, reservations and ticket sales, freight, repair and storage, fueling services, flying schools, car rental operations, and other associated uses.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Homeless Healthcare History

0 views



George Rheault <george.rheault@gmail.com>

3:14 PM (1 hour ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

Friday, October 29, 2021:

Remember the big promises made when the city-run "Homeless Healthcare Clinic" was transferred into the care of Greater Portland Health? How everything would work out and be ok?

Everything was promised to transition smoothly with no disruptions to quality of care or its service scope!

Well, as we all know, those promises were baloney. In fact, overall it was a complete and total disaster (and helps explain one of the many reasons why the West Bayside shelter environment felt extra chaotic after 2014).

Preble Street and Maine Health had to basically start a brand-new program from scratch just to fill the void. See attached two Press Herald stories describing that history (FYI - rare Randy Billings pieces that are not embarrassingly biased against Preble Street).

Why should the citizens of Portland TRUST our City Council with the enormous undertaking of the megashelter when they could not (would NOT?) even supervise good outcomes with the Homeless Healthcare debacle?

Earlier consolidation of health care services could indicate challenges of closing India Street clinic

 pressherald.com/2016/04/13/xkjasdfklj-eavew-afsdlkj-asfdjklfvl-asdfkl-asdfk-sfa/

By Randy Billings

April 14, 2016

Two years ago, the city closed its homeless health care clinic on Portland Street and transferred those services and patients to the Portland Community Health Center.

The consolidation, which has had mixed results, is seen by some as an indication of how challenging it would be to close the city's India Street Public Health Clinic.

The nonprofit Portland Community Health Center, which opened a clinic in West Bayside to provide the services to the homeless, has exceeded its goals for providing direct medical care to patients, but lags in its oral health, behavioral health and substance abuse programs.

According to data provided by the center, the nonprofit served more homeless patients than expected in 2014 and 2015, and is on pace to exceed its 2016 goal of 2,400 patients.

However, the city clinic saw 1,065 dental visits and 858 behavioral health and substance abuse counseling sessions in 2013, compared with the 368 dental visits and 426 behavioral health and substance abuse counseling sessions by Portland Community Health in 2015.

Mark Swann, executive director of Preble Street, a nonprofit that runs a soup kitchen and resource center, said a lack of services and limited hours at Portland Community Health are causing more people to go to local hospitals or the India Street clinic, or go untreated.

"There's some really strong staff at PCHC we work with everyday, but they don't have the capacity to support fully what the city offered before," Swann said.

"That's not to say PCHC won't get there, but at this point it's a much lesser clinic than it was when the city ran it."

Maine Medical Center experienced an increase in the amount of emergency department visits from 437 a month in 2014 to 548 a month in 2015. MMC also saw an increase in free care, from \$22.6 million in fiscal 2013 to \$24.3 million in 2015.

It's unclear whether the transition from the city-run homeless clinic to the nonprofit played a role, according to Maine Med spokeswoman Susan Pierter. "We are concerned about the trend and events such as this (closing the clinic) are likely a

contributing factor, but to what degree it is unknown,” she said.

Mercy Hospital didn’t respond to requests for information about emergency department visits.

Swann said he has been in talks with Maine Medical Center about opening a new homeless health clinic, among other programs, although no decisions have been made.

Dawn Stiles, the city’s Health and Human Services director, said the city didn’t conduct an analysis of how the previous transition went and doesn’t plan to do one.

Stiles said she has seen the clinic’s work firsthand and hasn’t heard of any complaints from patients or providers.

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The homeless seem to feel more at home at new Portland clinic

pressherald.com/2017/02/21/the-homeless-seem-to-feel-more-at-home-at-new-portland-clinic/

By Randy Billings

February 21, 2017



Brian French lumbered into the health clinic at 20 Portland St. on a frigid winter afternoon. Within minutes, the 56-year-old took off his shoes and socks and began soaking his frostbitten feet in warm water and Epsom salt.

Seated next to him was Dr. Adam Normandin, a family and internal medicine resident from Maine Medical Center who helps staff at the Portland clinic. The doctor simply listened to the man's story, which at times was rambling and disjointed. Soon, Bill Burns of the Preble Street social services agency emerged with new socks and towels for the patient.

"Bill, I appreciate all the years you've been chasing me around," French said. "You're a beautiful man."

French is one of the 75 clients of the homeless health clinic that opened Jan. 17 across from the Preble Street center. The clinic, once run by the city, had been closed since 2014 after the city lost its federal grant funding to Greater Portland Health, which at the time was called Portland Community Health Center.

But rather than using Greater Portland Health during the past two years, many of the chronically homeless have been going without medical care or visiting a hospital emergency department for treatment, homeless advocates say.

In announcing the reopening of the facility last month, officials said the Maine Med-Preble Street Learning Collaborative was seeking “to help fill the void left by the closing of the city of Portland Health Care for the Homeless Clinic in 2014, provide no-barrier access to health services, care-coordination and education, and create a new point of entry to the health system.”



Dr. Adam Normandin and nurse practitioner Samantha Doe discuss the case of a homeless man who recently came to the clinic with a life-threatening condition. Normandin and Doe say the clinic’s open and quiet atmosphere helps patients feel comfortable and welcome.

Preble Street Executive Director Mark Swann said Greater Portland Health has a talented clinical staff and high-quality health services, but it simply doesn’t offer the same amount of clinical hours, mental health or dental services that the city clinic once did.

If there wasn’t a gap in services, Preble Street and Maine Med would not have spent the past two years setting up this new program, Swann said.

“This is driven by what our clients tell us and what our social workers experience every single day,” he said. “There’s no question there’s much less available in terms of walk-in hours. And there’s no question there’s a much less robust mental

health aspect to the care.”

Dr. Renee Fay-LeBlanc, chief medical officer at Greater Portland Health, said she’s not aware of any gaps in service. She notes that Greater Portland Health is now serving more homeless individuals than the city clinic did. She said her staff is working closely with the new collaborative, but she’s concerned about unintended consequences from having two organizations doing the same kind of work.

“We’re always going to welcome services for people who are vulnerable, but there is the potential of bad outcomes if there is a duplication of services or fragmentation of care,” Fay-LeBlanc said.

Until 2014, the city of Portland had operated Health Care for the Homeless at 20 Portland St. for 20 years. Preble Street owns the building and had invested \$1 million in renovating the space for the clinic, which employed 36 people.

But the clinic closed after the city lost \$680,000 in federal grant funding. The city had received the grant without competition since 2009, but in 2014 it made a clerical error in its application, prompting Greater Portland Health to apply in the second round. Greater Portland Health beat out the city, forcing the clinic to close.

Greater Portland Health opened a new clinic at 63 Preble St., right across from the Preble Street day shelter and soup kitchen.

A MODEL FOR LEARNERS

The MMC-Preble Street Learning Collaborative offers no-barrier medical, counseling and case management services to high-risk people experiencing homelessness, while giving medical residents a unique opportunity to gain experience working with an underserved population.

One of the goals is to establish relationships with a hard-to-reach population and get them into a primary care facility, such as Greater Portland Health.

“This partnership aligns with MMC’s commitment to delivering innovative population health and affordable care services, as well as our three-part mission of caring for our community, educating tomorrow’s caregivers and researching



Brian French thanks Bill Burns of the Preble Street center for bringing him new socks.

new ways to provide care,” Maine Med’s chief academic officer, Dr. Peter Bates, said in a written statement.

Interest in participating in the collaborative is strong among medical residents, according to Maine Med.

“It’s the right thing to do – to care for the most vulnerable people in the community,” Dr. Normandin said, explaining his decision to serve his residency at the collaborative.

According to Maine Med, most of Portland’s homeless population lacks insurance and there is little access to emergency care, other than emergency departments. The hospital conservatively estimates that led to 1,481 avoidable hospital days in 2015.

The 8,400-square-foot facility at 20 Portland St. has three exam rooms, a reception area, consultation room, two showers, and office, conference and educational rooms. Clinical staff seeks to provide free walk-in care, mental health services, triage, urgent and follow-up care, wound care and substance abuse treatment, among other services.

The combination of medical residents operating in a quiet and supportive environment is more welcoming to people struggling not only with health issues and homelessness, but also substance abuse and mental illness, said Malia Haddock, program manager for Maine Med’s Homeless Health Partners, which provides case management services.

“We’re trying to slow things down – we call it slow medicine,” Haddock said. “It’s really focused on building a relationship with the patient from the start.”

Burns, of Preble Street, said that approach has already saved at least one life, when a veteran came to the collaborative after he was unable to see his primary care doctor. He visited an emergency department, but was discharged. Because he was still not feeling well, he went to 20 Portland St. After spending time with the man, nurse practitioner Samantha Doe realized he had a life-threatening condition and had him admitted at the emergency department.

“Having those quiet spaces, patients open up more and give you more symptoms,” Doe said. “Some patients at the ED are totally out of their element and they just want to get out of there.”

Were it not for the reopened clinic on Portland Street, French said he would not have sought care for his frostbitten feet.

“I would have just walked this off until I fell down,” he said.

But since he already had a relationship with Burns, he was comfortable getting help there.

“It was the kindness of a person,” French said, explaining his reason for going to the clinic. “You see a friend who doesn’t have to ask you nothing because he already knows what you need.”

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Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Wasteful Forgoing Bond Option

0 views



George Rheault <george.rheault@gmail.com>

3:14 PM (1 hour ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

Friday, October 29, 2021:

Why is the City Council relying upon a "bond scenario" that shows the sale of bonds with a 25-year maturity? At the very least, Portland's voters should be shown a run scenario over a 20-year bond in addition to a 25-year bond since a 20-year bond will incur LESS overall interest costs due to the shorter term.

As my attached excerpt from the City's most recent audited financials show, the City of Portland rarely, if ever, bonds beyond 20 years when using regular general obligation bonds for capital projects (exceptions are a few sewer issues and the dreaded pension obligation bonds).

See numbered page 76 in the section of "Note K - Long-Term Liabilities."

No matter one's view of the megashelter plan, most everyone in Portland would agree that if a megashelter is to be built on the taxpayer dime, it should be done in the most cost-effective manner.

Instead, Nick Mavodones and his merry band of so-called "fiscal conservatives" have ensured that paying for the new shelter will be done in the MOST EXPENSIVE FASHION possible:

- Instead of using cheaper municipal bond financing, the City Council is using more expensive private financing (do we even know what the megashelter developers' interest rate will be?).
- The City will have to pay the megashelter developers' a middle-man fee for their financing instead of cutting out the middleman completely via direct bond sales.
- The City is basically foreclosing the ability to refinance the megashelter capital costs in the future at a lower interest rate, although potentially the developers will have this option and will be unlikely to pass any of those savings on to the City should refinancing produce cheaper interest expense.

The following is a schedule of the cost and carrying value of property leased or held for lease under operating leases, by major classification:

	Cost	Carrying Value
Land:		
Casco Bay Ferry Terminal	\$ 511,024	\$ 511,024
Fish Pier	4,263,569	4,263,569
International Ferry Terminal	1,397,399	1,397,399
Total land	\$ 6,171,992	\$ 6,171,992
Property, plant and equipment:		
Casco Bay Ferry Terminal	\$ 6,129,647	\$ 1,485,073
Exposition Building	3,089,325	936,887
Fish Pier	14,607,395	632,290
Hadlock Field	4,515,316	1,743,813
International Ferry Terminal	3,044,555	-
Jetport	100,942,514	59,450,122
Total property, plant and equipment	\$ 132,328,752	\$ 64,248,185
	<u>\$ 138,500,744</u>	<u>\$ 70,420,177</u>

K. Long-term liabilities

Changes in long-term liabilities

Changes in the City's long-term liabilities for the governmental activities for the year ended June 30, 2020 are as follows:

	Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
General obligation bonds	\$ 239,819,989	\$ 29,922,648	\$ 20,049,851	\$ 249,692,786	\$ 21,203,471
Premium on bonds	9,981,955	3,877,352	1,343,757	12,515,550	1,712,872
Notes from direct borrowings	9,094,075	-	632,769	8,461,306	686,493
Capital leases	8,101,726	-	839,482	7,262,244	669,996
Self-insurance	8,301,066	16,510,446	16,258,048	8,553,464	-
Compensated absences	9,659,957	572,550	-	10,232,508	10,232,508
Net pension liability	30,214,162	2,711,097	-	32,925,260	-
OPEB liability	24,322,325	1,605,867	-	25,928,192	-
	<u>\$ 339,495,254</u>	<u>\$ 55,199,961</u>	<u>\$ 39,123,907</u>	<u>\$ 355,571,310</u>	<u>\$ 34,505,340</u>

The general fund is typically used to liquidate self-insurance, pension, OPEB and compensated absences liabilities in the governmental funds.

Changes in the City's long-term liabilities for the business-type activities for the year ended June 30, 2020 are as follows:

	Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
General obligation bonds	\$ 30,205,011	\$ 13,077,352	\$ 3,505,149	\$ 39,777,214	\$ 3,186,529
Revenue bonds	108,995,000	58,450,000	70,860,000	96,585,000	2,010,000
Premium on bonds	6,604,418	10,699,509	899,275	16,404,651	1,674,594
Notes from direct borrowings	49,635,011	-	3,250,295	46,384,716	3,250,295
Net pension liability	2,705,708	322,888	-	3,028,596	-
OPEB liability	269,306	22,301	-	291,607	-
	<u>\$ 198,414,454</u>	<u>\$ 82,572,049</u>	<u>\$ 78,514,719</u>	<u>\$ 202,471,784</u>	<u>\$ 10,121,418</u>

General obligation bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities, public improvements, infrastructure, equipment, economic development projects, the liquidation of self-insured claims, and pension benefit obligations. Bonds have been issued for both governmental and business-type activities. General obligation bonds are direct obligations and pledge the full faith and credit of the City. Notes payable and capital leases are also considered direct obligations and also pledge the full faith and credit of the City.

Bonds for capital improvements which were authorized but not issued at June 30, 2020 were \$261,750,405.

As of June 30, 2020, general obligation bonds, capital leases and notes payable reported in the statement of net position consisted of the following:

<u>Bond issue</u>	<u>Date of Issue</u>	<u>Final Maturity</u>	<u>Amount Issued</u>	<u>Interest Rate</u>	<u>General City</u>	<u>Enterprise Funds</u>	<u>Balance at June 30, 2020</u>
General obligation bonds:							
Multi-modal taxable							
pension bond	07/19/01	6/1/2026	\$ 111,800,000	variable	\$ 85,350,000	\$ -	\$ 85,350,000
Various purpose	05/01/09	5/1/2029	13,220,000	3.31	2,671,236	208,764	2,880,000
School construction	11/01/09	10/1/2029	14,217,000	3.46	7,100,000	-	7,100,000
Refunding and							
various purposes	03/01/10	9/1/2030	18,912,000	3.98	5,460,000	-	5,460,000
Refunding and							
various purposes	12/01/10	9/1/2031	13,900,000	3.12	6,889,481	110,519	7,000,000
Refunding	09/01/11	8/1/2022	19,940,000	3.83	1,528,581	2,656,419	4,185,000
Various purpose	01/25/12	2/1/2027	11,494,000	2.06	4,796,000	154,000	4,950,000
Various purposes	02/01/13	2/1/2033	15,418,000	var	7,780,850	869,150	8,650,000
Refunding and							
various purposes	02/01/14	11/1/2033	20,118,000	var	9,831,462	1,953,538	11,784,999
Refunding and							
various purposes	02/03/15	11/1/2034	20,431,000	var	11,124,216	1,725,784	12,850,000
Refunding and							
various purposes	03/02/16	4/1/2036	33,385,000	var	18,373,592	5,761,408	24,135,000
Various purpose	03/15/17	4/1/2037	14,514,000	var	8,536,054	3,078,946	11,615,000
School construction	08/17/17	8/1/2037	24,600,000	var	22,140,000	-	22,140,000
Various purpose	03/22/18	4/1/2038	22,640,000	var	14,475,172	5,574,828	20,050,000
Various purpose	05/15/19	4/1/2039	19,745,000	var	13,713,494	4,606,506	18,320,000
Various purpose	03/26/20	10/1/2040	43,000,000	var	29,922,648	13,077,352	43,000,000
Total general obligation bonds			<u>\$ 461,359,733</u>		<u>\$ 249,692,786</u>	<u>\$ 39,777,214</u>	<u>\$ 289,469,999</u>
Notes from direct borrowings							
Maine Municipal Bond Bank:							
Combined sewer overflow	06/15/09	4/1/2029	\$ 11,135,000	1.00	-	5,010,750	5,010,750
Combined sewer overflow	06/15/09	4/1/2029	1,912,762	0.00	-	860,743	860,743
Combined sewer overflow	11/23/10	10/1/2030	11,100,000	1.00	-	6,105,000	6,105,000
Combined sewer overflow	05/02/11	4/1/2031	7,286,467	1.00	-	4,007,557	4,007,557
Combined sewer overflow	12/18/11	10/1/2031	7,245,000	1.00	-	4,347,000	4,347,000
Combined sewer overflow	04/15/13	4/1/2033	14,300,000	0.50	-	9,295,000	9,295,000
Combined sewer overflow	12/01/15	12/1/2045	6,800,000	1.00	-	5,893,333	5,893,333
Combined sewer overflow	07/01/18	7/1/2048	11,240,000	1.00	-	10,865,333	10,865,333
Total Maine Municipal Bond Bank			<u>\$ 71,019,229</u>		<u>\$ -</u>	<u>\$ 46,384,716</u>	<u>\$ 46,384,716</u>
Notes payable:							
HUD 108 Loan					\$ 7,650,000	\$ -	\$ 7,650,000
Maine Dept. of Transportation					811,306	-	811,306
Total notes payable					<u>\$ 8,461,306</u>	<u>\$ -</u>	<u>\$ 8,461,306</u>
Total notes from direct borrowings					<u>\$ 8,461,306</u>	<u>\$ 46,384,716</u>	<u>\$ 54,846,022</u>
Capital leases							
School Chromebooks					\$ 162,308	-	162,308
LED street lighting					3,095,936	-	3,095,936
LED street lighting - phase II					3,820,000	-	3,820,000
School computer equipment					184,000	-	184,000
Total capital leases					<u>\$ 7,262,244</u>	<u>\$ -</u>	<u>\$ 7,262,244</u>
Total					<u>\$ 265,416,336</u>	<u>\$ 86,161,930</u>	<u>\$ 351,578,265</u>
Less current portion					<u>(22,559,960)</u>	<u>(6,436,824)</u>	<u>(28,996,784)</u>
Total long-term					<u>\$ 242,856,376</u>	<u>\$ 79,725,106</u>	<u>\$ 322,581,481</u>

The debt service requirements for the City's general obligation bonds, capital leases and notes payable as of June 30, 2020 are as follows:

Debt service requirements:

Year Ending June 30	General City		Enterprise Funds		Totals		Grand Total
	Principal	Interest	Principal	Interest	Principal	Interest	
2021	\$ 21,203,471	\$ 13,836,973	\$ 6,436,824	\$ 2,101,554	\$ 27,640,295	\$ 15,938,527	\$ 43,578,822
2022	24,473,153	12,484,149	6,997,141	1,909,261	31,470,295	14,393,410	45,863,705
2023	26,091,849	11,012,598	6,613,446	1,730,938	32,705,295	12,743,535	45,448,830
2024	27,906,804	9,339,722	6,153,490	1,549,276	34,060,295	10,888,999	44,949,294
2025	30,024,334	7,442,353	5,745,961	1,393,772	35,770,295	8,836,125	44,606,420
2026-2030	71,038,001	14,692,425	25,701,085	4,934,399	96,739,086	19,626,824	116,365,910
2031-2035	32,411,396	4,650,591	14,929,094	2,209,492	47,340,490	6,860,083	54,200,573
2036-2040	15,294,360	951,573	8,222,307	839,615	23,516,667	1,791,188	25,307,855
2041-2045	1,249,417	13,275	3,637,250	326,538	4,886,667	339,813	5,226,480
2046-2049	-	-	1,725,333	118,929	1,725,333	118,929	1,844,262
Grand totals	\$ 249,692,785	\$ 74,423,660	\$ 86,161,930	\$ 17,113,773	\$ 335,854,717	\$ 91,537,433	\$ 427,392,150

Year Ending June 30	Capital Leases			Notes Payable		
	Principal	Interest	Total	Principal	Interest	Total
2021	\$ 669,996	\$ 272,333	\$ 942,329	\$ 686,493	\$ 132,238	\$ 818,731
2022	811,756	153,405	965,161	740,385	118,993	859,378
2023	830,284	134,876	965,161	794,453	104,979	899,431
2024	849,271	115,889	965,161	798,703	90,598	889,301
2025	822,729	96,432	919,161	853,145	75,415	928,559
2026-2030	3,278,208	186,846	3,465,054	4,588,128	117,307	4,705,435
	\$ 7,262,244	\$ 959,781	\$ 8,222,025	\$ 8,461,306	\$ 639,529	\$ 9,100,835

Revenue bonds

The Jetport issues revenue bonds for the purpose of enlarging and improving its operations. The Jetport has also issued refunding bonds when there has been an economic gain. The refundings are structured as legal defeasances of the old debt and such debt has been removed the Jetport's books.

On December 1, 2019 the City issued \$58,450,000 in general airport refunding bonds with interest rates ranging between 3% and 5%. The proceeds were used to refund 2010 Jetport revenue bonds with a face amount outstanding of \$67,650,000. The debt was refinanced to reduce total debt service payments over twenty years by \$21,434,857 and to obtain an economic gain (the difference between the present values of the debt service payments on the old and new debt) of \$14,872,123.

Revenue bonds payable for the year ended June 30, 2020:

	Stated Interest Rate Range	Face Value Outstanding June 30, 2020
General Airport Revenue Refunding Bonds, Series 2013 \$26,265,000 original principal, matures July 1, 2032	2.00%-5.00%	\$ 19,250,000
General Airport Revenue Refunding Bonds, Series 2016 \$20,695,000 original principal, matures January 1, 2038	4.00%-5.00%	18,885,000
General Airport Revenue Refunding Bonds, Series 2019 \$58,450,000 original principal, matures January 1, 2040	3.00%-5.00%	58,450,000
		<u>\$ 96,585,000</u>

The debt service requirements for the outstanding revenue bonds at June 30, 2020 are as follows:

Year ended June 30,	Principal	Interest	Total
2021	\$ 2,010,000	\$ 4,524,280	\$ 6,534,280
2022	2,110,000	4,251,400	6,361,400
2023	2,220,000	4,147,100	6,367,100
2024	2,325,000	4,037,450	6,362,450
2025	3,800,000	3,922,650	7,722,650
2026-2030	22,080,000	16,958,225	39,038,225
2031-2035	28,985,000	10,705,000	39,690,000
2036-2040	33,055,000	4,473,850	37,528,850
Totals	<u>\$ 96,585,000</u>	<u>\$ 53,019,955</u>	<u>\$ 149,604,955</u>

Section 705 of the *General Certificate of Terms of Issuance of General Airport Revenue Bonds Portland International Jetport* for each issue requires a minimum debt service coverage ratio of 125%. The actual debt service coverage ratio for 2020 is 122%, which is below the requirement by 3 percentage points.

Bond Anticipation Notes

The City issued \$7,500,000 bond anticipation notes to provide temporary funding for the Lyseth School. The notes were issued on August 15, 2019 at an annual interest rate of 2.00%, and were retired on April 15, 2020 with proceeds from the issuance of general obligation bonds on March 26, 2020.

Debt limit

The statutes of the State of Maine limit the City's long-term debt outstanding to 15% of the State's assessed valuation of the City. At June 30, 2020, \$335,854,715 (21.31%) of debt applicable to the statutory limit of \$1,576,050,000 was outstanding.

Pension bonds

On July 17, 2001, the City issued \$111.8 million in multi-modal, taxable, variable rate general obligation bonds to refinance debt owed to Maine Public Employees Retirement System (MainePERS) and entered into an interest rate swap in order to pay fixed rates over the life of the debt. The City pays fixed rates from 4.9% to 8.9%. On July 17, 2001 the bonds were priced at 3.85% and are reset weekly at the USD-LIBOR-BBA rate plus 0.4%. Principal payments are due each June 1st and interest is due monthly on the first day of each month.

Overlapping debt

The City is liable for its proportionate share of any defaulted debt issued by entities of which it is a member. The overlapping bonded debt applicable to the City as of June 30, 2020 is as follows:

<u>Entity</u>	<u>Percentage</u>	<u>Share of Bonded Debt Amount</u>
Cumberland County	20.84%	\$ 7,382,543
Portland Water District (sewer debt)	100.00%	18,994,427
Portland Water District (water debt)	30.90%	17,230,008
		<u>\$ 43,606,978</u>

L. Fund balance

Minimum fund balance policy and stabilization arrangement. The City has established a policy providing for the unassigned fund balance of the City's general fund. The goal of the policy is to achieve and maintain an unassigned general fund balance equal to 12.5% of expenditures. Additionally, the policy calls for establishing reserves for any audited increase in unassigned general fund balance from one year to the next. This reserve is in accordance with Title 30-A of the Maine Revised Statutes requirements related to establishing reserves, and is equal to 25% of the increase. The account is to be applied in periods of financial emergency to assist in continuing its normal operation without increasing the tax rate. Balances in the tax rate stabilization reserve are included in the calculation of the 12.5% goal. In years where there is no increase in unassigned fund balance; there is no increase to the reserve.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Unanswered Questions About Megashelter Health Clinic!

0 views



George Rheault <george.rheault@gmail.c...> Oct 27, 2021, 10:51:35 AM (24 hours ago)
to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

During the rushed and corrupt Planning Board process, one of the parties absent in ANY part of the proceedings (written or otherwise) was Greater Portland Health (GPH).

This entity is supposedly going to be responsible for creating and operating the much touted medical clinic operation at the megashelter.

This clinic has been the rhetorical linchpin for all the megashelter proponents for years. The claim being that somehow, magically, having an on-site medical clinic will suddenly positively transform the experiences of those experiencing homelessness.

The problem is GPH was not required by the Planning Board to submit any kind of verifiable and actionable plan or timeline to buttress the City's promise of standing up a medical clinic in the megashelter complex.

If the City Council wants to endorse the megashelter plan, then the Council better get some UPFRONT answers to the following questions:

- 1) Where can the public find a LEGALLY BINDING contractual commitment from GPH to stand up a medical clinic at the megashelter location simultaneously with the megashelter's opening? As part of such a commitment, what are the hours of operation and staffing levels being promised by GPH with respect to this co-location arrangement? Will the City be able to enforce or penalize GPH's clinical promises should they depart from the "vision" that Portland's taxpayers have been offered as part of the megashelter deal?
- 2) Where will GPH find the resources to build out, fully staff and maintain acceptable levels of operation at the megashelter complex? Have these resources been SECURED or is GPH still awaiting word on whether funding (both short-term and long-term) will be forthcoming from local, state and federal public sources and/or private donors?
- 3) Has GPH assessed the impact a megashelter clinic site will have on its existing operations including its 63 Preble Street clinic and its Riverton Park satellite office? Will GPH have to close these locations or reduce service hours there in order to find resources to operate the megashelter clinic? In other words, will access and quality DIMINISH in certain places (including on peninsula) in order to make all of this work?
- 4) Attached is an abstract of a federal grant GPH received some years ago to renovate its 63 Preble Street location. The effort required quite a bit of money to do modest renovations and of course that was in 2016 when costs were significantly lower. What is the expectation of that federal grant money and does it allow GPH to unilaterally shutter the 63 Preble Street location and move those operations somewhere else (like the megashelter location)? If the terms of the federal grant require a

specific timeframe, when will GPH be released from any relevant grant restrictions that may pertain to occupation time limits?

The City Council cannot blindly promise an expansive "wrap-around services" experience at the megashelter campus when that reality is by no means assured or even documented AT ALL at this stage of the process. Empty promises are easily broken. We need the City Council to do much better than accept empty promises with nothing to back them up.

ABSTRACT

Application Title:	Portland Community Health Center 63 Preble Street Renovation		
Applicant:	Portland Community Health Center		
Program:	2015 Health Infrastructure Investment Program Funding Opportunity: HRS-15-129		
Project Director:	Leslie Clark, CEO		
Address:	180 Park Avenue Portland ME 04102 Congressional Districts: 1		
Phone:	207 874 2141	Fax: 207 874 2164	E-Mail: lclark@portlandchc.org
Type of Project:	Renovation	Projected Date of completion: 08/31/2018	

Portland Community Health Center (Portland CHC) is requesting 2015 Health Infrastructure Investment Program Funding of \$498,000 for a single project at its 63 Preble Street site. The proposed renovation of approximately 4,200 square feet of existing space will expand capacity, improve patient flow, and enhance patient and staff experience. **History:** Founded in 2009, PortlandCHC operates four delivery sites with a current total enrollment of 5,505 active patients: The primary site at 180 Park Avenue serves the general population, two satellite clinics are lodged in Portland Housing Authority facilities, and the 63 Preble Street clinic is home to the center's Healthcare for Homeless (330h) core program. Situated within walking distance of Portland's homeless shelters and services, 63 Preble Street primarily serves the adult homeless population.

Populations served: Portland CHC serves people of all ages with a focus on the most vulnerable members of our community: low income, homeless, minority, refugee/immigrants, and children. It is the only FQHC in Portland and meets a critical need. The 63 Preble Street site, which focuses on the needs of Portland's homeless population, has served 1,131 patients since opening in April, 2014.

Description of need: In order to meet the growing needs of Portland's homeless population, Portland CHC seeks to improve and add clinical space at 63 Preble St. The renovation plan includes the addition of (1) one dental operator, (2) one counseling room, (3) one medical exam room, and (4) one nurse triage room. One of the medical exam rooms will be equipped with a negative air flow system for patients with communicable illnesses. The proposed renovations will optimize the space for Portland CHC's collaborative team based care model, improving patient and employee experience. Further, the clinic is in need of renovation to create more efficient use of its existing space and expanding capacity for delivery of integrated health services.

Description of project: Portland CHC plans to renovate 4,200 square feet of existing space to make much needed improvements, increase clinical space, enhance efficiencies, and improve patient flow. Winton Scott architectural firm is performing a programming renovation plan in collaboration with area agencies that provide support and services to the homeless population, in order to assess health, access, and safety problems, and to recommend reconfiguration of current space to accommodate an increase in patients. The project is within Portland CHC's scope of practice and is in-line with the Center's mission. Without HRSA HIIP funding, the project is not possible as there is no other available source of support.

Projected increase in service: The proposed renovations will add four new clinical rooms and dramatically improve existing space in order to accommodate projections of significant growth. Portland CHC estimates an increase of 500 new patients per year over the project period. The Center is adding a part time dentist, a part time dental hygienist, a part time dental assistant, and one full time behavioral health clinician, as well as additional support staff.

Other relevant information: The proposed space will be contained within the site's existing footprint at 63 Preble St. in Portland, ME. The project will use green technology, be environmentally sensitive, and designed for maximum sustainability.

Public Comment - Order 82-21/22 - Homeless Services Center Ground/Master Leases: Industrial Zones NOT Welcoming!

0 views



George Rheault

<george.rheault@gmail.c... Oct 27, 2021, 10:51:48 AM (24 hours ago)

to Public Comment, Dena Libner, Kate Snyder, Pious Ali, Nicholas Mavodones, April Fournier, Mark Dion, Andrew Zarro, Tae Chong, Councilor Belinda Ray

As our City Council prepares to rationalize why a megashelter over 5 miles from Monument Square is an acceptable policy solution, it is important to remind the public once again the absolute sham that lies at the core of all of this: the Council intends to exile those experiencing homelessness from our city's center in an industrial zone where it is illegal for anyone who ISN'T homeless to live [See attached YOUR Land Use Code Chart].

Both Cullen Ryan (Community Housing of Maine) and Belinda Ray have recently been given platforms in the pages of the Portland Press Herald and they both made the absurd argument that placing troubled people in an industrial zone is somehow a compassionate effort which will allow those people to experience a therapeutic respite from their struggles with poverty, mental illness, substance abuse and emotional and physical violence.

Indeed here is a direct quote from one of those pieces:

"People experiencing homelessness ought to be able to do so with dignity and respect in a safe, healthy, welcoming environment conducive to ending their homelessness."

I would like the members of the City Council who wish to approve the enormous expense of the white elephant that is the megashelter to answer for the public how persons being dumped in an industrial zone represents "dignity and respect" and "a safe, healthy, welcoming environment conducive to ending their homelessness."

- Is it "welcoming" to shove our homeless into a place where it is illegal for hotels to be permitted?
- Is it "welcoming" to push our homeless into a place where it is illegal for ANY residential uses to be permitted except for emergency shelters?
- Is it "welcoming" to expect our homeless to take all their meals in a place where it is illegal for ANY restaurant to be permitted?
- Is it "welcoming" to expect our homeless to feel respect and dignity in a place where it is even illegal for ANIMAL KENNELS to be allowed?

Those experiencing homelessness know what you are doing to them. They know well the difference between empty rhetoric and real actions - the gap between words and deeds.

If the Council had any real respect for those experiencing homelessness, they would reject the megashelter approach and roll up their sleeves on confronting and passing real solutions rather than just moving the problem somewhere less visible to tourists and downtown property interests.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Mon, Aug 23, 2021 at 11:58 AM

Subject: Public Comment: Small Shelters Referendum

To: Public Comment <publiccomment@portlandmaine.gov>

Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Councilor Belinda Ray <bsr@portlandmaine.gov>, Colin Ellis <colin@portlandphoenix.me>, Michael Kelley <mkelley@theforecaster.net>, Randy W. Billings <rbillings@pressherald.com>, Gregory Kesich <gkesich@pressherald.com>

I implore the Mayor and the City Council to stop their stalling regarding formally placing the Small Shelters Referendum on the November ballot.

I am also opposed to the "alternative" referendum that Belinda Ray has cooked up behind the scenes with the assistance of the City Manager and city staff.

The Mayor and Council had their opportunity to show compassion and respect to those experiencing homelessness back in early 2020 but choose instead the "Snyder Shelter Solution."

The Mayor and certain members of the Council back then could have rejected the exiling of our homeless neighbors to an industrial zone where it is technically ILLEGAL for anyone else to reside there (see attached chart from land-use code showing how the area containing the proposed homeless shelter currently prohibits hotels, all residential uses and even restaurants but the City of Portland is more than happy to expect our homeless neighbors to eat, sleep, receive essential services and socialize in the midst of this area). Instead, by a narrow vote, the Council embraced EXILE.

It is now official City policy that homeless services will only be dispensed at the farthest fringes of our city limits, wedged into an area hemmed in by highly flammable propane storage, wood-chip processing and a waste disposal transfer station.

The voters of Portland deserve to have their say whether this official city policy should remain in place or be disturbed by a real vision that does not warehouse our most vulnerable, struggling citizens in an area that will only further stigmatize, isolate and traumatize those who have been falling through the cracks of our unequal society.



TABLE 6-E: PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
Institutional	Airports				● ⁸	
	Preschool facilities	●	●			
	Emergency shelters	●	●	●		6.5.6(B)
	Intermediate care facilities		● ⁴			
	Places of assembly (<10,000 SF)	●				
Commercial/Services	Bars				●	
	General offices (<5,000 SF)	● ¹	●			
	General offices (>5,000 SF)	● ¹	●			
	General services (<5,000 SF)				●	
	General services (>5,000 SF)				●	
	Hotels				●	
	Recreation and amusement centers	●	●			
	Repair services	●	●	●		
	Restaurants				●	
	Animal-related services	● ²				
	Construction & engineering services	●	●	●		
	Dairies	●	●	●		
	Fish waste processing			●		
	Food & seafood processing, packing, and distribution		●	●		
	High-impact industrial uses			●		
	Intermodal transportation facilities	●	●	●		
	Laboratory and research facilities	●	●	●		
	Low-impact industrial	●	●	●		
	Lumber yards	●	●	●		
	Marijuana cultivation facility (<2,000 SF plant canopy)	●	●	●		
	Marijuana cultivation facility (2,000–7,000 SF plant canopy)		●	●		
Industrial	Marijuana cultivation facility (>7,000 SF plant canopy)			●		6.4.10
	Marijuana manufacturing facility	●	●	●		
	Marijuana testing facility	●	●	●		
	Printing and publishing	●	●	●		
	Recycling and solid waste disposal facilities		● ⁵	● ⁵		
	Studios for artists and craftspeople	●	●			
	Telecommunication towers (ground-mounted)		●	●		
	Tow lots		●	●		6.4.17
	Warehousing, storage, and distribution facilities	● ³	●	●		

TABLE 6-E (CONT.): PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
	Correctional pre-release facilities		● ⁶	● ⁶		6.4.7
	Marinas	●				
	Off-street parking				●	
Other	Solar energy system (minor)	●	●	●	●	6.4.16
	Solar energy system (major)		●	●	①	
	Utility substations	●	●	●		
	Wind energy system (minor)	①	●	●	●	6.4.18
	Wind energy system (major)		●	●	①	

¹ Only back office uses permitted.

² Not including kennel or boarding facilities.

³ Must be less than 10,000 SF in floor area. No outdoor storage permitted. Self-storage not permitted in the I-L/I-Lb zone.

⁴ Permitted in existing structures not designed for industrial, amusement, warehouse or manufacturing uses as of 9/15/14 or later. Such structures may be reused or expanded to establish a facility of no more than 30 persons plus staff.

⁵ Permitted within an enclosed structure only.

⁶ Not permitted in the I-Ma, I-Mb, or I-Hb zones.

⁷ Permitted uses on lots within airport restricted access areas shall be limited to those which do not require or encourage access or visits by the public and which provide technical administrative or other support to airport operations.

⁸ Including airport administration, terminals, carrier operations, concessions, reservations and ticket sales, freight, repair and storage, fueling services, flying schools, car rental operations, and other associated uses.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 19, 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. It received its first reading on October 18, 2021. 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. COLLECTIVE BARGAINING AGREEMENT

Prepared by:

Date: 10/19/2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

PORTLAND POLICE BENEVOLENT ASSOCIATION

January 1, 2021 – December 31, 2023

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Exhibit N PCRS MOA
Exhibit O Retiree Health Savings Account (RHSA)
Attachment A Health Plan Design
Attachment B Health Plan Reserve Account

AGREEMENT

AGREEMENT made this 1st day of November, 2021 by and between the City of Portland, hereinafter the "City", and the Police Benevolent Association, hereinafter the "Association".

1. **PREAMBLE:**

- 1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-a, Title 26, M.S.R.A.), the parties have entered into this Agreement with the goal of establishing mutual rights, preserving proper employee morale, and promoting effective municipal operations.

2. **RECOGNITION:**

- 2.1 The City hereby recognizes that the Association is the sole and exclusive bargaining representative of all police officers in the Portland Police Department below the rank of Sergeant for the purpose of bargaining with respect to wages, hours of work and working conditions, except employees excluded by Chapter 9-A, Title 26, Maine Revised Statutes Annotated.

3. **NO DISCRIMINATION BY PARTIES:**

- 3.1 Employees covered by this Agreement shall have the right to join the Association or to refrain from joining the Association. No employee shall be favored or discriminated against either by the City or by the Association because of his membership or non-membership in the Association.
- 3.2 The parties agree that, pursuant to Federal and State law, they will not unlawfully discriminate against any employee because of race, color, sex, sexual orientation, physical or mental disability, except where based upon a bonafide occupational qualification, religion, age, ancestry or national origin.
- 3.3 The use of male or female gender nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees, regardless of sex.

4. **SALARIES:**

4.1 Base Wages

- 4.1.1 Employees will be paid pursuant to the pay plan attached as Exhibit A and incorporated herein.

Effective upon execution of the contract, Traffic Investigator(s) will be moved to the Detective pay scale

- 4.1.2 Employees hired prior to April 27, 1987 will be compensated at the pay step representing their number of years of aggregate permanent service with the City. Except as provided in 4.1.3 below, employees hired on or after April 27, 1987 will be compensated at the pay step representing their number of years of aggregate permanent service within the Department as a Police Officer including any Cadet time earned.
- 4.1.3 Employees who possessed Maine Criminal Justice Academy certification or equivalent certification and subsequent municipal law enforcement experience prior to being hired by the City as a Police Officer are eligible to be placed on the PBA scale at the pay step that recognizes the number of years of law enforcement experience following certification. Employees are responsible for providing the City with documentation regarding Academy certification and prior law enforcement experience. Pay increases will be processed for the pay period following receipt of this information. Subsequent step movement will be based on this initial service credit plus permanent continuous service as a Police Officer with the Portland Police Department. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.
- 4.1.4 Changes in pay step based on service requirements will be effective the first full pay week after the employee's anniversary date with the Portland Police Department except as follows: employees who receive credit for prior service in accordance with 4.1.3 will receive step increases based on an adjusted date that takes that service into account.
- 4.1.5 Effective upon the signing of this agreement and upon implementation of kiosks with printers available to the employees, the City shall implement a paperless pay stub system. Also effective upon the signing and as soon as the re-loadable debit cards are available, all current and newly hired employees will have mandatory direct deposit for all monies owed by the City. If an employee opts for the re-loadable debit card, the debit card will be supplied and replaced at no cost to the employees. The City agrees to give a two week notice to all employees prior to implementation.

4.2 Specialty Payments

- 4.2.1 Employees in the following full-time specialty positions will receive specialty payments in accordance with the schedule below:

Detective / Evidence Technician
Island Officers (with both EMT certification and Drill School Training)
Traffic Investigator
Canine Officer
Court Officer
Field Training Officer
Community Policing Officer
Crime Reduction Unit
School Resource Officer

Stipend Amount: \$40.00/week

- 4.2.2 Employees in the following part time specialty positions will receive specialty payments in accordance with the schedule below:

DRE
Media Specialist
Field Force Team
Polygraph Operator
Special Reaction Team
Hostage Negotiator
Dive Team
Hazardous Devices Team
Haz Mat Technicians
MCJA Certified Firearms Instructor
Portland Regional Command Vehicle Team
Defensive Tactics
Accident Reconstruction *This part-time specialty stipend is not available to those who receive the full-time Traffic Investigator stipend.

Stipend Amount: \$30.00/week

- 4.2.3 Specialists on the Special Reaction Team, Hostage Negotiation Team and the Hazardous Devices Unit will receive specialty pay upon completion of their required training or certification as designated by the Police Chief.
- 4.2.4 Employees selected to a full-time specialty designated in 4.2.1 above may hold and be compensated for up to one (1) additional part time specialty as listed in 4.2.2 above.
- 4.2.5 Employees assigned to the Special Reaction Team who are in training will receive a \$75 annual stipend payable as soon as possible after the beginning of the fiscal year, but not later than thirty (30) days after the beginning of the fiscal year. This is a retroactive payment

for that fiscal year. The employee must be an active employee on July 1st in order to qualify for the payment. The stipend will be pro-rated for employees who qualified for the stipend for less than the full prior calendar year.

- 4.2.6 Employees with an up-to-date Emergency Medical Technician certification shall receive a stipend of \$15.00 per week. ~~The Island Officers are currently required to possess an EMT certification for their specialty assignment and are excluded from this provision.~~

4.3 Educational Incentive Stipend

- 4.3.1 The City shall pay to employees an educational incentive stipend (EIS) based upon educational level attained above high school.
- 4.3.2 Eligible employees will receive an hourly educational incentive stipend to be included in the employee's regular rate of pay. The hourly stipends based on the forty (40) hour work week are as follows:

Associate's Degree	\$.34/hour
Bachelor's Degree	\$.46/hour
Master's Degree	\$.58/hour

4.4 Shift Differential

- 4.4.1 Police Officers are eligible for shift differential in accordance with 4.1.2 following certification by the Maine Criminal Justice Academy or upon their date of hire as a Portland Police Officer if they possess prior MCJA certification or certification recognized by the Maine Criminal Justice Academy.
- 4.4.2 Officers, including detectives and evidence technicians, whose regular assignment is to a shift for which the majority of the hours fall after 6:00 p.m. shall receive a shift differential of fifty cents (\$.50) per hour for the entire shift. Officers, including detectives and evidence technicians, whose regular shift assignment is to a shift for which the majority of the hours fall after 11:00 p.m. shall receive a shift differential of sixty-five cents (\$.65) per hour for the entire shift.

\$.40 per hour - for officers whose majority of work hours fall between 1:00 p.m. and 9:00 p.m.

- 4.4.2.1 Officers assigned to the above Teams but who work a part of their week on days at the department's request will receive night shift differential.

- 4.4.2.2 Officers assigned to the above teams who work a part of their week or a full week on days at their own request will not receive night shift differential.
- 4.4.2.3 Officers who are not regularly assigned to the above teams but who work the above schedules for any reason are not eligible for shift differential.
- 4.4.2.4 Officers whose regular work schedule does not consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days will not receive a shift differential.
- 4.4.3 To ensure the safety of all teams:
 - 4.4.3.1 Shifts or teams shall be assigned by seniority with the exception of probationary officers.
 - 4.4.3.2 The department shall ensure that each shift or team has no less than one-third of its officers with four years in the department. The Chief may waive this requirement at his discretion.
 - 4.4.3.3 Should the number of officers with four years in the department fall below one- third on any shift or team, the department will request volunteers who are willing to bump into that shift or team providing the Chief has not waived this requirement. Volunteers may bump into that shift or team by departmental seniority.
 - 4.4.3.4 If there are insufficient volunteers, the department may implement a temporary transfer of the least senior officer who has completed the working test period and who has four or more years of creditable law enforcement experience following certification either in the department or at another law enforcement agency. However, that officer will maintain his/her slot on the shift or team that he/she is temporarily transferred from. When there is a next least senior officer with four or more years in the department, the officer temporarily transferred will return to his/her original assignment. Once a shift or team has one-third of its officers with four or more years on the department temporary transfers will cease.

4.5 When officers involved in a critical incident, such as use of deadly force,

or motor vehicle accident involving death or serious injury, on or off duty, while operating under the color of the law, are placed on administrative leave, the City will pay them their average salary to include overtime earned during the previous fifty-two (52) weeks.

5. **HOURS AND OVERTIME:**

- 5.1 The regular work week shall be forty (40) hours comprised of five (5) eight (8) hours days, or four (4) ten (10) hour days for all Police Officers except those assigned to the Islands. Police Officers whose regular work schedule is four (4) ten (10) hour days shall be paid at the rate of one and one-half (1-1/2) times the "regular rate of pay" for hours worked in excess of forty (40) hours per week or ten (10) hours per day, but not for both. Police Officers whose regular work schedule is five (5) eight (8) hour days shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of forty (40) hours per week or eight (8) hours per day, but not for both. The "regular rate of pay" shall include all stipends, specialties, educational incentives and differentials paid hereunder, or allowed under the Fair Labor Standards Act. The work week and overtime rate for Island Officers is defined in Exhibit H. The schedule for Police Patrol as well as Detectives is set forth in Exhibit K.

5.1.0 Work Schedule Re-opener

The parties agree to reopen the contract to amend provisions impacted by a work schedule change that is agreed upon by the PBA, the Police Chief and the City Manager.

- 5.1.1 When a member of the Detective Bureau, Polygraph Operator, Traffic Investigator, Evidence Technician, Canine Officer or Island Officer works an overtime shift in Patrol, the Officer's overtime rate will be used.
- 5.1.2 When an Officer whose regular shift assignment does not entitle him/her to shift differential works an overtime shift, that Officer will not receive night shift differential even if a majority of the hours worked fall between 1:00 p.m. and 8:00 a.m.
- 5.1.3 When a time change occurs during an employee's shift, the employee will be paid in accordance with actual hours worked. In the Spring, when the shift is seven (7) hours or nine (9) hours, depending upon the employee's regularly assigned shift schedule, the employee will be scheduled to work a full eight (8) or ten (10) hour shift. In the Fall, when the shift is nine (9) hours or eleven (11) hours, depending upon the employee's regularly assigned shift schedule, the employee will be paid overtime for the additional hour. Members of the CID shall be on a rotating on-call system as set forth in Exhibit L.

- 5.1.4 Officers who are not permanently assigned to the islands and who have up-to-date EMT certification may be assigned to Peaks Island on a temporary basis. They will work under the terms and conditions of employment that are defined by Exhibit I H for the duration of the assignment, which will not exceed six (6) months. Officers who are assigned to Peaks Island on a temporary basis will be eligible to receive specialty pay for the duration of the assignment once they have completed Fire Drill School. Officers certified prior to March 15, 1996 may refuse such assignments; however, the City will not continue to pay their certification fees.
- 5.2 The regular forty (40) hour work week shall not be shortened; provided, however, that this provision shall not be construed as restricting, limiting, or qualifying in any manner the right of the City to lay off members or reduce the work force in the Police Department in accordance with the seniority provisions.
- 5.3 For the purpose of this section, "hours worked" shall mean only one of the following:
- (a) Hours actually worked and paid for with City of Portland Police Department funds.
 - (b) Hours compensated for by holiday pay.
 - (c) Hours compensated for by vacation pay.
 - (d) Hours compensated for by bereavement and funeral leave.
 - (e) Hours spent riding to and from Peaks Island up to a total of 30 minutes per round trip. The Chief may approve compensation for boat travel time to Peaks Island in excess of 30 minutes in unusual or emergency circumstances.
 - (f) Hours compensated for by personal leave.
- 5.4 For the purpose of this section, "hours worked" shall not include:
- (a) Hours compensated for by sick leave.
 - (b) Hours compensated for on so-called "non-City doubles" or special details as defined below.
 - (c) Hours compensated for by reserve service leave or military leave.
 - (d) Hours compensated for by jury pay.

- (e) Hours compensated for by injury pay.
 - (f) Hours compensated for workers' compensation pay.
 - (g) Hours cashed in for vacation and comp time
- 5.5 Any employee required, during his otherwise off-duty time, to appear at the Maine District, Superior, Juvenile, or U.S. District Courts; Grand Jury; Liquor Commission hearings, or Secretary of State hearings to be a witness in any matter arising out of the performance of duty shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times their regular rate of pay. Employees required to make multiple court appearances on a given day may submit one court slip for the morning and one court slip for the afternoon. Employees may submit an additional slip in either the morning or afternoon if required to attend Secretary of State hearings (Motor Vehicle) in addition to another type of court hearing in the same morning or same afternoon. Employees may submit two (2) slips if a morning court session extends into any portion of the afternoon, excluding the usual noontime lunch hour.
- 5.6 In the case of Civil Service Commission hearings only, any employee required to attend said hearings as a witness in any matter arising out of the performance of duty shall receive a minimum of two (2) hours pay or may receive one and one-half (1-1/2) times their regular rate of pay for hours spent testifying as a witness, whichever is greater, but not both.
- 5.7 The employee shall turn over to the City all witness fees or other payments paid directly from the Maine District, Superior, or U.S. District Courts; Grand Jury; Liquor Commission hearings; Secretary of State hearings; and Civil Service Commission hearings as or because of the employee being a witness and for which time he was compensated by the City pursuant to this section.
- 5.8 Special Details
- 5.8.1 For special detail assignments, where the Department is reimbursed by non-City recipients of Police Department services, except as provided in 5.8.2 below employees shall receive a flat rate of \$52.00 per hour.
- 5.8.2 Employees assigned to non-City or non-school strike sites shall receive a minimum of eight (8) hours pay at the maximum Detective rate or double time the maximum Detective rate times the hours actually worked, whichever is greater.
- 5.8.3 For special detail assignments where the Department is reimbursed directly by any City Department or the School Department,

employees shall receive either a minimum of six (6) hours pay at their regular rate or one and one-half (1 1/2) times their regular rate of pay times the hours actually worked, whichever is greater, but not both.

5.8.4 Officers assigned to non-City special detail assignments as outlined in Section 5.8.1, or non-city or non-school strike sites as outlined in Section 5.8.2, shall receive four (4) hours of pay calculated at \$52.00 per hour for cancellations with less than twelve (12) hours advance notice.

5.9 Employees called back to work shall receive a minimum of four (4) hours pay for the work for which they are called back, or may receive one and one-half (1-1/2) times their regular rate of pay under the above provisions, whichever is greater, but not both. Any questions regarding appropriate payment for call-ins will be determined in accordance with Portland Police Department Administrative Memorandum dated February 24, 1999 and reissued in February 2001.

5.9.1 Employees who are called on New Year's Eve and July 4th to report early for their shift on that day will receive call-back pay provided in 5.9 above.

5.10 Overtime

5.10.1 For the purpose of overtime and paid detail selection, selection shall be made initially by seniority, with the most senior officer being offered the overtime assignment first. Subsequent overtime assignments shall be made from the seniority list on a rotating basis. Seniority shall be determined by the established seniority list. For the purpose of maintaining their positions on the seniority list, officers working their regular assigned tour of duty or on military leave shall not be removed from their standing on the list, and they shall be offered the next available overtime detail.

There shall be no exceptions allowed to the rotating selection list. For the purpose of the rotation list, refusal or non-availability shall be deemed the same as acceptance for the selection process. There shall be no penalty imposed by the City for non-acceptance of an overtime assignment. However, once accepted, failure by an officer to complete the assignment shall be grounds for discipline in accordance with the provisions of Article 20. The Officer may turn the job back in to the on-duty Shift Commander if he/she is unable to work it providing it is turned in prior to the scheduled start of the assignment. SOP 3.2 includes notations to be made to the overtime log for jobs turned in.

5.10.2 If no one in the bargaining unit accepts the overtime assignment, the Chief or his designee will determine if the assignment needs to be filled. The procedures outlined in SOP 3.2 will be utilized. Officers shall not be "forced" in to work an overtime assignment on their scheduled day off unless the Police Chief, or Designee, declares an emergency.

5.10.3 Any bargaining unit member may review the rotation list at reasonable times. Superior officers shall account for notification by indicating the date, time and their initials of the attempt to notify any member and the disposition of that notification. (see exhibit below). No member will be given a refusal if he/she declines overtime that is offered less than five (5) hours before the start of the assignment. Whenever an overtime opportunity occurs, not more than two (2) hours prior to the end of the shift, the Department may offer assignments to officers presently working. Any job accepted by a member will be marked in the overtime book. Such logs shall be made available for Union Executive Board review at reasonable times.

J. Smith	R 9/7 Lt. 1200 hrs. T.J	N/A 9/9 Lt. 1200 hrs. J.T.
J. Doe	A 9/8 Sgt. 1100 hrs. A.J.	

R = Refusal
N/A = Not Available
A = Accepted Job

5.10.4 The current practice of filling overtime jobs up to three (3) days ahead of time will continue for the term of the 2021-2023 contract.

5.10.5 Officers with less than three years of service at the police department will be placed on the "forced list" for the purpose of filling overtime assignments. The officer's name will be removed from the list upon their three-year anniversary date.

5.11 Overtime/Compensatory Time

5.11.1 Except as provided in 5.11.2 below an employee may, at his/her discretion and with the approval of the Bureau Commander or designee, receive compensation for overtime worked in the form of compensatory time at the time and one-half rate in lieu of overtime pay for non-reimbursed City jobs. Examples of reimbursed City jobs include the Jetport, Court, Public Services, and the City's Oxford

Street Shelter.

5.11.2 Compensation for hours spent in non-mandatory training will be in the form of compensatory time at a time and one-half rate.

5.11.3 After twenty (20) years of service Officers will not be allowed to accumulate more than 120 hours of compensatory time. During the twelve (12) months prior to the twentieth year cap the Officer will be required to utilize his/her compensatory time in excess of 120 hours. The Department will ensure that the Officer is given the opportunity to utilize those excess hours.

5.11.4 Officers shall receive four (4) hours of compensatory time for attendance at assigned Honor Guard events approved by the Chief of Police.

5.11.5 Any employee covered under this agreement may cash in forty (40) hours of compensatory time per fiscal year for equivalent pay.

5.12 Overtime Board

A departmental Overtime Board comprised of a Major, or his/her designee, and the Presidents of both PBA and PSOBA, or their designees, will meet on an as-needed basis to discuss overtime issues raised by PBA and/or PSOBA bargaining unit members. Issues will be related primarily to overtime scheduling concerns but the Board will also have the authority to recommend new or revised procedures providing such procedures are not in violation of departmental SOP's and to implement such recommendations upon a unanimous vote of the Board. PBA and PSOBA bargaining unit members will be required to present their concern/issue to this Board prior to initiating a grievance regarding that same issue.

6. **HOLIDAYS:**

6.1 The following shall be paid holidays for all employees covered by this Agreement, for the duration of said Agreement:

- | | |
|---|----------------------|
| (a) New Year's Day | (g) Labor Day |
| (b) Martin Luther King's Birthday | (h) Columbus Day |
| (c) Presidents Day | (i) Veteran's Day |
| (d) Patriot's Day | (j) Thanksgiving Day |
| (e) Memorial Day | (k) Christmas Day |
| (f) Independence Day | (l) Floating Holiday |
| (m) Juneteenth (June 19 th) | |

6.2 In the event an employee is assigned to work on one of the said observed holidays, the Chief shall grant him/her a compensatory day off, which shall

be ten (10) hours or eight (8) hours depending upon the employee's regular work schedule, or allow the employee to cash in the holiday for eight (8) hours of holiday pay. Employees who are not assigned to work on one of the said holidays will receive a holiday credit. In no instance shall more than five (5) holidays be carried into the next calendar year. Employees may cash in any holidays they would lose because of this carry-over requirement for eight (8) hours of holiday pay.

- 6.3 Except as provided below, minimum staffing levels for each holiday will be determined by Police administration and each team will be responsible for meeting that staffing level.

6.3.1 For the Fourth of July, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, the minimum staffing level for the early out shift (B Team) will be maintained by Shift Commanders.

6.3.2 Administration will start working on the holiday schedule at least four (4) weeks prior to the holiday period and post it at least ten (10) calendar days prior to the holiday period. The schedule will be put together based on Officer requests and in accordance with established departmental procedure. Requests received less than four (4) weeks prior to the holiday will be evaluated on a first-come, first-serve basis rather than on a seniority basis.

6.3.3 The following specialty positions will be exempt from the "bidding" process for this period and can receive Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day off, at their request:

Detectives/Evidence Technicians
CRU Personnel

Traffic Unit
School Resource Officers

If an officer or supervisor assigned to a specialty position chooses to work on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day; the Shift Commander may take that officer or supervisor into account in determining the appropriate staffing levels for the holiday.

- 6.4 If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday. In such a case, however, the employee may, at his/her option, charge the observed holiday as a day of vacation leave or compensatory time and receive a holiday credit if such employee has sufficient accrued vacation leave or compensatory time prior to such observed holiday to so charge it.

- 6.5 In no event shall an employee be permitted to charge an observed holiday, Christmas Eve or New Year's Eve as a day of personal leave.
- 6.6 In addition to the above, any special, non-recurring holiday declared by the President of the United States or the Governor of the State of Maine and observed by other City employees pursuant to order or resolution of the City Council of the City of Portland shall be allowed as additional holiday.
- 6.7 The Maine Public Employees Retirement System clarified their definition of earnable compensation effective July 1, 1990. Effective August 1, 1991 members who cash in holidays after the week in which they occur will not have pension contributions deducted from these holiday payments. Holidays cashed in after the week in which they occur will be pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal to forty (40) hours.

Members who elect to take payment for these holidays in the week the holiday occurs will have pension contributions deducted from these holiday payments. Floating holidays when cashed in will be considered to be taken during the week in which they occur and will be pensioned as long as they are not carried into the next calendar year.

Members may receive reimbursements from MainePERS for pension contribution deductions taken during the period from July 1, 1990 through July 1991.

7. VACATIONS:

- 7.1 Vacation leave shall be earned by permanent employees at the rate of ~~1.54~~ ~~.77~~ hours per full payroll week in the first through the second years of service; ~~2.31~~ ~~1.54~~ hours per full payroll week in the third through the sixth years of service; ~~3.08~~ ~~2.31~~ hours per full payroll week in the seventh through the nineteenth year of service; and ~~3.85~~ ~~3.08~~ hours per full payroll week in the twentieth and each succeeding year of service. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of ~~80~~ ~~40~~ hours, ~~120~~ ~~80~~ hours, ~~160~~ ~~120~~ hours, and ~~200~~ ~~160~~ hours.
- 7.2 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this Article, years of service is defined as consecutive City service.
- 7.3 Maximum Accumulation
- 7.3.1 Employees may accumulate, or carry over, earned vacation time on the following basis:

- a. All employees hired by the City on or after January 1, 1981 may accumulate up to a maximum of ~~160~~ 200 hours of vacation leave.
 - b. All employees hired prior to January 1, 1981 may accumulate up to a maximum of 240 hours of vacation leave.
- 7.3.2 Employees shall not earn, or carry on the books, more than the applicable maximum accumulation, including any time converted from sick leave to vacation leave pursuant to Article 11.1.3.
- 7.3.3 In determining the amount of vacation time an employee can accumulate, only continuous permanent City service shall be considered.
- 7.4 Vacations shall be scheduled according to the present practice. All vacations, regardless of duration, must have the approval of the Chief of Police or his/her designee as to scheduling.
- 7.5 Any employee covered under this agreement who is entitled ~~three~~ two (2) weeks of vacation or more may cash in up to forty (40) hours of said leave per fiscal year for equivalent pay. Time must be taken in increments of eight hours up to forty (40) hours per year.
- 7.6 Earn Paid Leave
 - 7.6.1 Effective January 2, 2022 and pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.
 - 7.6.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.
 - 7.6.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures

as outlined in article 7.4.

7.6.4 All employees hired prior to January 1, 1981 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 240 hours. All employees hired on or after January 1, 1981 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over these amounts is forfeited at the time of termination of employment.

7.6.5 If at any time Maine's EPL law is rescinded, employees shall not earn any additional EPL and vacation leave accrual rates will be restored as follows: 1.54 hours per week in the first through the second year of service; 2.31 hours per week in the third through sixth year of service; 3.08 hours per week in the seventh through nineteenth year of service; and 3.85 hours in the twentieth and each succeeding year of service.

8. CLOTHING:

8.1 The City agrees to pay 100% of the cost of normal acquisition and reasonable replacement of uniforms and accouterments as defined by Exhibit B.

8.2 In all cases, police officers, including plain clothes officers, shall be responsible for having and maintaining the required equipment and uniforms as specified by the Chief and attached as Exhibit B. Plainclothes detectives, Evidence Technicians, and the Court Officer will be reimbursed by the City for purchase of articles of clothing that are reasonably necessary for the performance of their duties up to a maximum of \$1,000 upon promotion and up to a maximum of \$1,000 per fiscal year for maintenance of a professional appearance.

8.2.1 All officers will be permitted to purchase allowable apparel and equipment on Exhibit C. Officers will be reimbursed for such items up to a maximum of \$300 per fiscal year. The officer's original receipts detailing their purchases must be submitted to the Police Department's Finance Department by the close of business on June 20th of each year.

8.2.3 All Crime Reduction Unit (CRU) members will be reimbursed up to a maximum of \$500.00 per fiscal year for allowable apparel and equipment.

8.2.4 Honor Guard members (up to fifteen maximum) will be reimbursed up to a maximum of \$200.00 per fiscal year for appropriate clothing/equipment as determined by the Chief of Police.

- 8.3 The Chief has the right to promulgate General Orders requiring appearance standards for all uniforms and equipment. The Chief may prescribe additional items of required or allowable equipment or uniforms, with the agreement of the PBA Executive Board.
- 8.4 Notwithstanding the above, the City agrees to pay 100% of the cost of repairing or replacing required uniforms or equipment, as well as eyeglasses, cell phones, dentures or hearing aids, damaged, lost, or destroyed in the performance of duties. The City further agrees to pay up to one hundred (\$100.00) dollars for repair or replacement of other personal items worn or carried by the officer, and damaged or destroyed in the performance of duties, except that the maximum reimbursement for footwear will be \$100.00. The Bureau Commander or designee determines whether the damage occurred during the performance of duty and, if so, whether repair or replacement is appropriate.
- 8.5 The City agrees to pay the reasonable cost of repair or replacement of civilian clothing and to pay up to one hundred (\$100.00) dollars for the repair or replacement for accouterments worn by plainclothes patrol officers, when such clothing has been damaged or destroyed in the performance of duties.
- 8.6 The City will not, in any case, reimburse employees for personal items lost or stolen in the line of duty.
- 8.7 The City agrees that plainclothes patrol officers will be permitted to work extra jobs, outside work and overtime in regular uniforms on the same basis as any normally uniformed employee.
- 8.8 Upon termination, an employee shall turn into the Police Department all items of required clothing and equipment provided in Exhibit B or non-required items provided to the employee by the City.
- 8.9 During the term of this contract the City shall institute a Body Worn Camera (BWC) program. The parties' agreement on the terms of this program are set forth in Exhibit M.

9. INSURANCE:

9.1 Life Insurance

- 9.1.1 The City will pay the full cost of premiums of the Maine Public Employees Retirement System Group Life Insurance Plan for each employee at the maximum level permitted at the basic level of said insurance program. Those employees electing the supplemental coverage will pay the full cost for such coverage. Employees will

continue to pay the cost of dependent life insurance premiums.

9.1.2 The City reserves the right to obtain the same or a better level of life insurance benefits and claim service from any other source during the contract period for any price. The City will provide the Association with thirty (30) days' prior notice of any change in insurance provider and the Association shall have ten (10) days thereafter to comment on such change.

9.1.3 The City agrees to continue life insurance deductions on a pre-tax basis as provided by the Internal Revenue Service.

9.2 Medical Insurance

9.2.1 The City currently provides a primary self-insured health insurance benefits program with claims administration by a third party administrator. Effective January 1, 2005, changes to the City's Point of Service health benefit plan were implemented following mid-term reopener negotiations. Effective no sooner than January 1, 2016, changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design. (See Attachment A) The terms of the new plan will be no worse for employees than those described in Attachment A.

9.2.1.1 First year of implementation of the changes to the City's health plan shall include a two hundred-dollar (\$200) deductible for the single plan and four hundred-dollar (\$400) deductible for the family plan per year.

9.2.1.2 The second year of implementation of the changes to the City's health plan shall include a four hundred-dollar (\$400) deductible for the single plan and eight hundred-dollar (\$800) deductible for the family plan per year.

9.2.1.3 The City has agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health Insurance Advisory Committee. (See Attachment B)

9.2.2 For employees who are hired into a permanent position prior to January 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscriptions as appropriate per employee as outlined in subsection 9.2.4 below.

9.2.3 For employees who are hired into a permanent position on or after January 1, 1985, the City will pay the full cost of the medical

insurance premium for an individual subscription per employee and in the case of an employee eligible for and electing family coverage, the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have such family medical insurance. Effective no sooner than January 2016, the City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually, the employee will have the opportunity to earn up to a 15% premium credit by meeting the five (5) requirements of the City's wellness program that consist of completing a health risk assessment (3%), completing biometric testing (3%), meeting with a health coach (3%), documenting fitness related activity (3%), and being tobacco free or enrolled in a smoking cessation program (3%). Employees will earn a 3% credit for each of the five (5) wellness criteria that they meet; for example, for meeting three (3) wellness items they would receive a 9% discount on their health insurance premium.

- 9.2.4 The City will pay, or share in the payment of, whichever is applicable, only the subscription level to which an employee is entitled by virtue of the number of people he may insure. However, employees who are members of the same family and eligible for coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions, except employees receiving double family coverage prior to September 26, 1983 shall continue to do so. Said subscriptions shall be on the same terms and conditions as specified in subsections 9.2.1 - 9.2.3 above.
- 9.2.5 The City will provide the Union with thirty (30) days prior notice of any change in insurance provider, and the Union shall have ten (10) days thereafter within which to comment on such change.
- 9.2.6 The City shall begin payment on health insurance premiums on the first of the month following the first full month of service.
- 9.2.7 In addition to any other benefit which may be available, the City agrees to pay \$2,500 for funeral and incidental expenses to the primary beneficiary of an employee who dies in the line of duty.
- 9.2.8 Except as provided in 9.2.9 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue offering to employees the annual election of pre-tax health care flexible spending accounts on a voluntary basis.

9.2.9 Notwithstanding any other provision of this collective bargaining agreement, the PBA agrees to re-open the cost-sharing provisions of this Article upon a written request of the City. The City agrees to reopen the Wage Article of this Agreement upon written request of the PBA in connection with the health insurance reopener.

9.2.9.1 The PBA agrees to participate in coalition bargaining with other City unions concerning health insurance when requested to do so by the City. The PBA membership, however, must ratify changes to the health insurance plan.

9.2.10 For the purposes of this article, "family" is defined as spouse or domestic partner and dependents. To enroll a domestic partner on the City's health insurance plan, the employee must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

9.2.10.1 The portion of the employee's health insurance contribution for domestic partner coverage as outlined in 9.2.3 above will be taken on a post-tax basis.

9.2.10.2 The City's contribution to the premium cost for domestic partner coverage and coverage of dependents of the domestic partner will be reported as imputed income at year end, in accordance with Internal Revenue Service regulations, and will be calculated into the employee's gross earnings as taxable wages.

9.3 Income Protection and Dental Insurance Deductions

9.3.1 The City agrees to provide an income protection plan of its own choosing for employees and to permit employees to participate in such program at their own cost and through payroll deductions. The City reserves the right to modify its income protection plan at any time.

9.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan; effective July 1, 1999 employees may enroll a domestic partner on the City's dental insurance plan providing the employee satisfies the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees.

10. **PENSIONS:**

- 10.1 Permanent employees shall participate in the appropriate Maine Public Employees Retirement System defined benefit plan or the ICMA 401(a) defined contribution plan for their primary pension plan. The options are outlined below:

~~10.1.1 The City shall continue to provide to all employees employed as police officers as of April 16, 1980, a retirement benefit through Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Chapter 803, Sec. 8 Paragraph A (Special Benefit Plan 1), of one-half of the average final compensation after twenty (20) years of creditable service regardless of age.~~

~~10.1.2 The City shall continue to provide to employees hired after April 16, 1980, a retirement benefit through Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Chapter 803, Sec. 8 Paragraph C (Special Benefit Plan 2), in the amount of one-half of the average final compensation after twenty-five (25) years of creditable service regardless of age.~~

Effective January 2, 2022 the City shall provide to all employees employed as police officers, a retirement benefit through the Maine Public Employees Retirement System (MEPERS), pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Section 8, Subsection 5 (Special Plan Benefit Plan 3C), of two-thirds of the average final compensation after twenty-five (25) years of creditable service regardless of age.

10.1.3 The City currently offers an ICMA 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event.

Effective January 2, 2022, the Employer contribution to the ICMA 401(a) shall be 10.5%

10.1.4 Effective July 12, 2010, transfers between the Maine Public Employees Retirement System (MainePERS) and the ICMA 401(a) defined contribution qualified pension plan are no longer permitted, and an employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per MainePERS laws and rules.

~~10.1.5 Effective January 1, 1984, each employee's pension contribution rate shall be 6.5% of his/her gross weekly earnings.~~

- 10.2 The City shall continue to make available to all eligible employees enrolled in MainePERS for their primary pension plan the additional benefit of the so-called "two percent option" pursuant to the Consolidated Plan, Chapter 803, Sec. 8 to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan. Said option shall be applied only to each year of membership service in the Department served after completion of the applicable service conditions for retirement and after April 16, 1980.
- 10.3 The City agrees to provide a listing of all options and benefits which are available to retiring employees.
- 10.4 Any employee hired prior to July 1, 1984 may at their own expense buy back both their total share and the City's total contribution obligation for their initial six (6) months of employment in which they were excluded from membership in the Maine Public Employees Retirement System. The Union acknowledges that the City shall have no financial obligation under this voluntary buy back provision.
- 10.5 The City offers a 457 plan through ICMA. Participation in this plan is voluntary and is in addition to participation in a primary pension plan as outlined in 10.1.
- 10.6 If the Union wishes the City to pursue an alternative pension plan to Maine Public Employees Retirement System during the term of this Agreement, the City agrees to reopen negotiations regarding such a plan.
- 10.7 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.
- 10.8 The parties mutually agree to the terms of a Retiree Health Savings Account (RHSA) as outlined in Exhibit K.

11. SICK, BEREAVEMENT, FUNERAL AND PERSONAL LEAVE:

11.1 Sick Leave

- 11.1.1 Employees who work a five (5) day, eight (8) hour schedule shall accrue sick leave at the rate of 1.85 hours for each full payroll week of service with unlimited accumulation. Employees who work a four (4) day, ten (10) hour schedule shall accrue sick leave at the rate of 2.31 hours for each full payroll week of service with unlimited accumulation. Peaks Island employees who work a twenty-four (24)

hour schedule shall accrue sick leave at the rate of 2.77 hours for each payroll week of service with unlimited accumulation.

11.1.1.a. When an employee uses a sick day they shall have ten (10) hours deducted from their sick leave balance if working a 4/10 schedule, or eight (8) hours deducted from their sick leave balance if working a 5/8 schedule. Peaks Island Officers who use a sick day shall have twenty-four (24) hours deducted from their sick leave balance.

11.1.1.b. Balances of accrued sick leave under the 5/8 or 4/10 schedule will not be converted in the event of a transfer/promotion of an employee working a 4/10 to a 5/8 schedule, or vice versa. Accrued balances will not be reduced or increased.

11.1.2 Sick leave may be used for the following cases:

11.1.2.1 Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his position, unless the Police Chief determines that the employee is capable of other work in the Police Department. If requested, the employee shall furnish the Chief a certificate from his attending physician.

11.1.2.2 Attendance upon members of the family within the household of the employee, including domestic partner and relatives of domestic partner, when their illness requires care by such employee, not to exceed twelve (12) days per year. If requested, the employee shall furnish the Chief a certificate from the attending physician.

11.1.2.3 In the discretion of the Police Chief, sick leave may be used in the event of the death of an immediate family member (defined hereby as spouse or domestic partner, child, mother, father, brother, sister, mother-in-law or father-in-law).

11.1.2.4 Employees who wish to use sick leave to care for a domestic partner or relatives of domestic partner in accordance with 11.1.2.2 above, or in conjunction with bereavement leave in accordance with 11.1.2.3 above, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

11.1.3 Conversion to Vacation Leave

11.1.3.1 Any permanent employee working the standard work week who uses the equivalent of two or fewer sick days within any consecutive 12-month period may elect to convert 48 hours of accrued sick leave to 40 hours of vacation leave. "Two or fewer days" is equivalent to a maximum of sixteen (16) hours for employees working a 5/8 schedule, twenty (20) hours for employees working a 4/10 schedule, and twenty-four (24) hours for employees working the Peak's Island schedule.

11.1.3.2 Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate.

Employees may make one of the above elections only once for any consecutive 12-month period, and only once during any 12-month period.

11.1.3.3 The conversion of sick leave to vacation leave shall not be permitted if doing so would result in exceeding the maximum permitted vacation accumulation.

The Director of Human Resources shall determine the rates applicable for the conversions outlined above for permanent employees working other than a 5/8, 4/10, or Peaks Island schedule.

11.2 Bereavement Leave

11.2.1 An employee shall be excused from work for forty (40) hours because of a death in the employee's immediate family, as defined in 11.2.3.

11.2.2 Employees working the 5/8 or 4/10 schedule shall be paid their regular rate of pay for the regularly scheduled work hours missed, either eight (8) or ten (10) hours, respectively. Employees working the Peaks Island schedule shall be paid the regular work hours for the 5/8 schedule (i.e., three (3), eight (8)-hour increments.) A maximum of eight (8) hours of bereavement leave per day shall be paid to employees working the 5/8 or Peaks Island schedule, and a maximum of ten (10) hours of bereavement leave per day shall be paid to employees working a 4/10 schedule. It is intended that this time off be used for the purpose of handling necessary

arrangements and attendance at the funeral.

11.2.3 Immediate family is defined hereby as spouse or domestic partner, child, child of a domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, step-parents, grandparents, or other relatives living in same household. Immediate family also includes member of domestic partner's family similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

11.2.4 An employee may also use sick leave in addition to bereavement leave in the manner provided in subsection 11.1.2.4 above.

11.3 Funeral Leave

11.3.1 One (1) day may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, grandchild, stepfather, brother-in-law, stepmother, or sister-in-law. One (1) day may be used to attend the funeral of a relative of the employee's domestic partner who is similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

11.3.2 Employees working the 5/8 or 4/10 schedule shall be paid their regular rate of pay for the regularly scheduled work hours missed, either eight (8) or ten (10) hours, respectively. Employees working the Peaks Island schedule shall be paid the regular work hours for the 5/8 schedule (i.e., one (1), eight (8)-hour increment.)

11.4 For the purpose of this article, "family" includes domestic partner. In order to use bereavement leave for the death of a domestic partner or child of a domestic partner, or funeral leave for the death of a relative of a domestic partner, the employee must meet the City's eligibility requirements for claiming an individual as a domestic partner.

11.5 Personal Leave

11.5.1 Any permanent employee working a standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the calendar year is eligible to convert up to two (2) days or sixteen (16) hours of previously earned sick leave, vacation leave or compensatory time to an equivalent amount of personal leave. Employees working the 4/10 schedule may convert up to two (2) days or twenty (20) hours of previously earned sick leave, vacation leave or compensatory time to an equivalent amount of personal leave. Eligible employees may make that election only

during the month of July of each calendar year in accordance with the provisions of 11.5.2.

11.5.2 Earned leave will be converted to personal leave at the time the conversion is elected. The personal leave balance will change as personal time is used. Neither conversion of sick leave to personal leave, approved sick leave in conjunction with bereavement leave, nor the subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of determining eligibility for either the sick leave conversion to vacation outlined in Article 11.1.3 or the Chief's Perfect Attendance Program.

11.5.3 The employee will give the Bureau Commander or designee as much advance notice of the use of personal leave as circumstances permit; and in any case the employee will notify the Bureau Commander or designee of the use of personal leave in the same manner as required for sick leave. When using personal leave time, the employee is not required to give the reason for use of such time. Personal leave balances are not payable at separation from employment. However, an employee shall have the option at separation to convert unused personal leave to sick leave.

12. UNUSED SICK LEAVE UPON RETIREMENT, LAYOFF, RESIGNATION OR DEATH:

12.1.1 Retirement Benefits

When an employee retires from continuous permanent active service with the City with twenty (20) years of permanent, continuous City service if hired on or before April 16, 1980 and with twenty-five (25) years of permanent, continuous City service if hired after April 16, 1980, he shall be entitled to receive an amount equal to his salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of nine hundred (900) hours of pay, provided the employee has a minimum of four hundred eighty (480) hours of sick leave accumulated. Retiring employees with less than four hundred eighty (480) hours shall not receive any payment.

12.1.2 Layoff Benefits

When an employee is laid off from continuous permanent service with the City, the employee may elect to receive an amount equal to his salary at the time of lay-off for one-half (1/2) the number of days for unused sick leave which the employee has accumulated, provided that the maximum payment shall not exceed an amount equal to wages for ninety (90) days.

- 12.2 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid, subject to the limitation set forth above for retiring persons, in the salary equivalent as follows:

12.2.1 To a beneficiary designated in writing by the employee, providing that the designation is in a form approved by the City and is on file in the employee's personnel file in Human Resources at the time of death. The City reserves the right to maintain the payment in escrow in the event of any dispute as to entitlement of such payment.

12.2.2 If there is no such designated beneficiary on file, then payment shall be made to:

12.2.2.1 If said employee leaves a spouse, with whom he or she was living at the time of death, then to such spouse.

12.2.2.2 If no such spouse, then to the children but if said employee leaves a minor child or minor children (including adopted children) then to the guardian of such minor child or minor children.

12.2.2.3 If no such spouse or no minor child or children, then to the estate of said employee.

- 12.3 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the total accumulated allowable amount up to one hundred eighty (180) days as outlined in 12.2 above.
- 12.4 For resigning employees of good standing with more than three (3) but less than ten (10) years of continuous permanent service within the Department, payment shall be one-fifth (1/5) of accumulation with a maximum payment of thirty (30) days; for resigning employees of good standing with ten (10) years or more of permanent continuous Departmental service, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) week's notice of resignation.

13. ON-THE-JOB INJURIES

- 13.1 Employees covered by this Agreement who are injured on the job and eligible for Workers' Compensation benefits shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to net pay while any incapacity exists, or until they are either placed on disability retirement, special plan

retirement, return to active duty, resign, or are terminated by the Civil Service Commission for just cause. Absence because of such injuries shall not be charged to accumulated sick leave.

13.1.1 "Net Pay" is defined as the employee's regular wages minus his/her federal and state income tax deductions as of the date of injury.

13.2 In the event an injury is eligible for Workers' Compensation benefits, the 7-day waiting period shall be paid as part of the compensation due to the employee. If an employee injured on duty is disabled for more than fourteen (14) calendar days from the date of injury and the Workers' Compensation payment to the City for the 7-day waiting period exceeds the extra-hazardous payment for the waiting period, the City will send the employee a check for the excess.

13.3 Employees receiving Workers' Compensation benefits under this article shall continue to accrue sick leave, vacation benefits and holidays subject to the maximum accumulation, during the first twelve (12) months of incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case shall they receive double payment for vacation time. Insurance benefits shall continue as set forth in the Agreement.

13.4 Except as provided in paragraph 13.4.2 below, effective January 1, 2004, employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee received. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until contributions are paid.

13.4.1 Employees out on Workers' Compensation prior to January 1, 2004 may pay their pension contribution on an optional basis under the rules of the Maine Public Employees Retirement System. If such employee contribution is made by the employee while out on Workers' Compensation or by the end of the calendar year during which the employee lost time, the employee is only required to pay that contribution amount. If the employee pays their share after the end of the calendar year, they will be responsible for their contribution plus interest in accordance with Maine Public Employees Retirement System laws. The City will pay its share, including interest, in accordance with Maine Public Employees Retirement laws.

13.4.2 The City has provided notice to the Maine Public Employees Retirement System of employees out on Workers' Compensation

between January 1, 2004 and October 28, 2005, and has paid the interest for the employee accrued from January 1, 2004 through the date of letter(s) sent to each employee by the Maine Public Employees Retirement System regarding payment of pension contributions on their Workers' Compensation benefits. If payment is not made within thirty (30) days of when the employee receives the MainePERS letter, the employee will be responsible for accrued interest until such contributions are paid.

13.4.3 Retirement service credit will be provided only for time for which pension contributions have been paid.

13.5 The references to the Workers' Compensation Act in this article are not intended to expand or contract any rights the City has under the Workers' Compensation Act.

13.6 When medical testing is required by the City as a result of a known work-related exposure to air or blood borne pathogens and is scheduled by the City during an officer's off-duty time, the City will compensate this situation as a call-in per section 5.9 of this contract. Travel time to or from the medical office or testing location will not be compensated. Any follow-up visits for additional testing or treatment which are required by the City will also be compensated on the same basis as provided in this section. The employee may receive compensatory time off rather than pay hereunder, at his/her option. Examples of pathogens which may result in such testing are tuberculosis, rabies or hepatitis.

13.6.1 Except as specifically provided above, and in section 13.6.4, hours spent in medical treatment, testing, or other therapy which is done during off-duty hours by an employee will not be compensated, whether such treatment, testing or other therapy is related to a work-related injury or exposure or not.

13.6.2 The City reserves the right to arrange testing and/or treatment during an employee's regular work schedule.

13.6.3 The City and the employee reserve any rights they have pursuant to the Maine Workers' Compensation Act.

13.6.4 When medical treatment is required by an officer's supervisor during an officer's regular shift as a result of an on-duty, work-related injury, and if the treatment extends beyond the officer's current shift, the City will compensate the officer for the off-duty time spent in the medical office, not to exceed two (2) hours at the officer's overtime rate in the event that the total hours worked that week exceed forty (40), or eight (8) or ten (10) hours per day as determined by the officer's regular shift, but not for both. If the officer is required to

return to the police department to complete necessary reports or paperwork after the medical treatment is concluded, the City will compensate the officer for the actual time spent at the officer's overtime rate. The employee may receive compensatory time off rather than pay hereunder, at his/her option.

13.7 Transitional Work Program

13.7.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to work as quickly as medically possible. To that end, the City will define specific work assignments or "Transitional Work" that will be made available to such employees who, in the City's judgment, based on medical evidence relative to the injury, will probably be able to return to "Regular Work" within three years of the date of injury.

13.7.1.1 "Transitional Work" is defined as a temporary job assignment created for the purpose of this provision of a regular job assignment that has been modified to eliminate or significantly limit one or more of its essential functions temporarily for the purpose of this provision.

13.7.1.2 "Regular Work" is defined as the position the employee held at the time of the injury or, in the event that position is not available, another suitable position within the bargaining unit.

13.7.2 Eligibility

Participation in the Transitional Work Program will be limited to a period of three years after the date of injury. In order to be eligible for assignment to Transitional Work, an employee (1) must have sustained an injury arising out of and in the course of employment with the City of Portland; (2) must have the approval of a treating physician; and (3) must sign a Transitional Work Agreement. The City will provide Transitional Work within the injured employee's department providing such work is available.

13.7.3 Duration of Agreement

An employee who meets the eligibility requirements in the policy will be assigned to the next available Transitional Work assignment and will be permitted to work for up to 90 days in that assignment. The employee will be medically evaluated during this 90 day period at intervals specified by the employee's treating physician and/or as requested by the City. If, by the end of the 90 day period, the employee has not been released to Regular Work, the employee will

no longer be eligible for Transitional Work, unless further medical evidence is furnished that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is furnished, the City may offer additional periods of Transitional Work. This process may be repeated until the end of the three-year period following the date of injury.

If, during the course of Transitional Work, further medical evidence indicates to the City that the injured employee probably will not be able to return to Regular Work within three years of the date of injury, the Transitional Work assignment may be terminated. Such employees will retain any rights they may have under 39 MRSA Sec. 217 with regard to employment rehabilitation.

13.7.4 Return to Work within Three Years of Date of Injury

- 13.7.4.1 If an employee becomes capable of performing the essential functions of the job classification held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work the employee shall receive pay and benefits including seniority from that point forward at the level he/she would have received if the injury had not occurred.
- 13.7.4.2 If the employee cannot return to the job classification held on the date of injury within three years of date of injury, the City will evaluate up-dated medical evidence to determine the employee's ability to perform other permanent assignments that are available within the bargaining unit.
- 13.7.4.3 Upon a determination of capability to work, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of the injury, the City will seek to return the employee to the Police Department unless no suitable position exists within the bargaining unit. Except as provided in Exhibit K, pay and benefits for the position outside the bargaining unit shall be determined by the City under the appropriate bargaining agreement and with concurrence of the bargaining unit representative. If

the employee should return to a non-union position, the City's non-union personnel policy will determine pay and benefits.

- 13.7.4.4 The acceptance or refusal of appointment to a position other than the position held on the date of injury shall not terminate the employee's right, at a later date, to seek return to the position held on the date of injury.

13.7.5 Termination of Employment

- 13.7.5.1 In those cases in which an employee has been unable to perform the essential functions of his/her Regular Work for three years from the date of injury, the employee may be terminated from employment. This termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and, at the same time, will be requested to provide a current medical report which assesses his/her ability to return to Regular Work within the ninety (90) day period.
 - 13.7.5.2 If unable to return to Regular Work by the date specified in the 90-day notification listed in 13.7.4.1 and providing the updated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for, as an alternative to termination. The provisions of 13.7.3 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.
- 13.7.5 Notwithstanding the above, all parties reserve all their rights under the Workers' Compensation statute and other applicable federal or state law.
 - 13.7.6 In the event of death in the line of duty of an employee, the City shall pay up to \$15,000.00 for funeral expenses.

14. MANAGEMENT RIGHTS AND DEPARTMENT RULES:

- 14.1 The City retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City to make appropriate rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement.

15. LEGAL AID AND PROTECTION:

- 15.1 Provided that the award of damages, including costs other than defense costs, against both the City and its employee(s) shall not exceed Four Hundred Thousand (\$400,000.00) which includes plaintiff's attorney fees and costs but not defense fees and costs, for any and all claims arising out of a single occurrence and subject only to the limitations set out hereinafter, when a member covered by this Agreement is sued for damages as a result of acts arising out of and in the course of his employment, the City shall:
- (a) Arrange, at the City's expense, for an attorney selected by the Corporation Counsel, to defend the member; and
 - (b) Upon final judgment or settlement of the case, the City shall pay through a self-insurance program or in its discretion through purchased insurance coverage, the amount of any judgment or settlement so limited, including court costs; or
 - (c) Provide, in the City's discretion, defense and/or indemnification through purchased insurance coverage (limited to \$400,000.00, which includes plaintiff's attorneys' costs but not defense costs, for any and all claims arising out of a single occurrence).
- 15.2 Members have the following rights when represented by an attorney provided and selected by the City:
- 15.2.1 The City attorney, prior to selecting an attorney to represent an Officer named in a lawsuit filed with the City, will consult with the Officer regarding the case and the attorney selection. Officers may indicate a preference for one (or more) attorney(s) over another (others) from the list of attorneys pre-approved by the City's attorney and the City shall take the Officer's input into account when selecting the attorney.
 - 15.2.2 Officers who are named defendants in the case are entitled to be present at meetings between City representatives and the Officer's attorney regarding the case, including settlement discussions that would affect the Officer.
 - 15.2.3 Attorneys hired by the City who simultaneously represent multiple parties, Officer(s) and/or Police Chief as well as the City, will recommend separate counsel for the Officer in the event that they determine that any of these parties have divergent interests.
- 15.3 Notwithstanding the above, the City shall not be required to either defend or to indemnify a member who engages in acts for which that member is

charged with or indicted for a criminal offense; or for acts which are committed while off-duty that are not lawfully authorized law enforcement conduct; or for on-duty conduct that is the subject of a civil complaint and which the City determines, following an investigation, constitutes bad faith conduct by the Officer. The City shall in no event be required to pay any exemplary or punitive damages.

15.4 In any instance where the City has refused to provide an attorney to a member for the reasons outlined in 15.3, the following provisions shall apply:

15.4.1 If upon final judgment it is determined by a Court in a criminal action that the Officer is acquitted of any criminal charges, or the Officer is found not guilty in a criminal proceeding, or the criminal charges are dismissed and the dismissal not part of a plea bargain in which the Officer pleads guilty or "nolo contendere" on other charges, the City shall reimburse the member in full for all costs of defense, including reasonable attorney's fees, incurred after the issuance of a criminal complaint or indictment. The City shall not be responsible for any costs incurred prior to the issuance of a complaint or an indictment. The member shall notify Corporation Counsel of the name of the attorney selected to represent the members before any costs are incurred.

15.4.2 In any instance where the City denied coverage because it concluded that the Officer was not engaged in the good faith performance of his or her lawfully authorized duties when committing the acts that are then the subject of the civil case and the civil case results in a judgment for the Officer or only a nominal amount of damages are awarded, the City shall reimburse the Officer for all costs of defense, including reasonable attorney's fees and shall pay the nominal damages.

15.4.3 In any instance where the City is required to pay for the Officer's attorney fees as set forth in 15.4.1 or 15.4.2, the fees shall first be approved by the Corporation Counsel and, if a dispute arises as to the reasonableness of costs of defense, including reasonable attorney fees, then the dispute shall be referred to the Board of Overseers Fee Arbitration Panel for a final and binding determination.

15.4.4 The City is not required to pay any exemplary or punitive damages.

15.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee shall fully cooperate with the in any claim by or against the City, regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its

attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officer, employees and agents of the City including, without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee, denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act, and/or an assessment to the employee of losses incurred by the City that, in the City's judgment, would likely have been reduced or avoided with the employee's full cooperation.

- 15.6 Paragraph 15.5 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City and failure to do so may result in disciplinary action against the employee.
- 15.7 The City agrees to release the employee from his/her shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of his/her shift.
- 15.8 Any other language in Article 15 notwithstanding, the City's defense and indemnification obligations to an employee who is sued for acts committed while that employee was acting under the direction and control of and for the State, an agency of the State including but not limited to the Maine Drug Enforcement Agency, the Federal government, an agency of the Federal government, or any other governmental or quasi-governmental entity, shall be secondary to defense and indemnification coverage provided by that agency.
- 15.9 The rights of the City and the members are governed by this article and are not affected by the terms of any policy of insurance.

16. GRIEVANCE PROCEDURE:

- 16.1 Should the Association feel aggrieved concerning the interpretation or

application by the Department or the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:

16.1.1 The Association, through its authorized representative, shall take up the grievance with the employee's Bureau Commander or designee. The Bureau Commander or designee shall meet with the Association within three (3) working days of receipt of notification of the grievance from the Association.

16.1.2 If the Association and the Bureau Commander have not resolved the grievance, the Association may submit the details of such grievance in writing to the Chief of Police within five (5) working days after meeting with the Bureau Commander under 16.1.1. The written grievance shall include the following:

- (a) a statement of grievance including the facts surrounding the issue;
- (b) identification of the clause, section, or provision of the Agreement which is in dispute;
- (c) the remedial action requested, when possible or practicable.

The Chief shall respond to the grievance within five (5) working days after the grievance hearing at his level.

16.1.3 Within five (5) working days of receipt of the Chief of Police's decision, the Association may appeal the decision to the Director of Human Resources by filing a copy of the written grievance and the Chief's decision with the Director of Human Resources. The Director of Human Resources shall meet with the Association, the employee, and other persons deemed necessary for a proper resolution of the grievance, and provide the Association with a written response within ten (10) working days after the grievance hearing at the Human Resources level.

16.1.4 Within five (5) working days of receipt of the Human Resources Director's decision, the Association may appeal the decision to the City Manager by filing a copy of the written grievance and the responses at Steps 16.1.2 and 16.1.3. The City Manager shall meet with the Association and provide the Association with a written response within ten (10) working days after the grievance hearing at the Manager's level.

16.1.5 In the event that the decision of the City Manager rendered pursuant to 16.1.4 above is not acceptable to the Association, within five (5)

working days after receipt of the decision at Step 16.1.4, it may request in writing that the matter be submitted to arbitration. The City and the Association shall attempt to mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Said arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.

16.1.5.1 In the event that the decision of the City Manager rendered pursuant to 16.1.4 above is not acceptable to the Association, within five (5) working days after receipt of the decision at Step 16.1.4, the Association may request in writing that the matter be submitted to mediation. If the parties agree that mediation is appropriate, a joint request to the Federal Mediation and Conciliation Board (FMCS) will be made. If mediation (i) is not requested, (ii) does not resolve the grievance, or (iii) the City declines to mediate, then the parties may proceed to arbitration. A parties decision to request or decline mediation in this or any grievance shall not be used or held against either party in any future grievance or arbitration, nor shall it establish any precedent.

16.1.5.2 In the event that the decision of the City Manager rendered pursuant to Step 16.1.4 above is not acceptable to the Association, and/or the parties have exhausted all remedies including Mediation as set forth in 16.1.5.1 above, within five (5) working days after receipt of the decision at Step 16.1.4 or within five (5) working days after mediation without resolution has occurred, the Association may request in writing that the matter be submitted to arbitration. The City and the Association shall attempt to mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) working days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, the arbitration shall be conducted in accordance with the rules of the

American Arbitration Association. Said arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the mediation services provided by the FMCS and/or the arbitrator and of the arbitration shall be borne equally by the parties.

16.1.6 If a hearing has not been scheduled within ten (10) working days of receipt of the grievance at steps 16.1.2, 16.1.3 or 16.1.4 above, the Association may appeal the grievance to the next consecutive step of the grievance procedure. The time limits for processing of grievances may be extended by written consent of the parties.

16.1.7 At Steps 16.1.2, 16.1.3, and 16.1.4 of the grievance procedure, the Chief of Police, Director of Human Resources, or City Manager may designate a duly authorized representative to act on his/her behalf.

16.1.8 All grievances shall be commenced not later than thirty (30) days after the occurrence of one of the following two events, whichever shall be later in time:

- (a) The time of the occurrence of the event giving rise to the grievance; or
- (b) The time the event became known to either the Association or the employees concerned.

16.1.9 For the purposes of this Article, a work day shall be based upon a Monday through Friday, forty (40) hour work week.

17. DUES DEDUCTION:

17.1 The City shall deduct regular weekly Association dues only upon receipt of a signed authorization from individuals who are members of the Association on forms supplied by the Association and acceptable to the City, a sample copy of which form is appended hereto as Exhibit D which shall be the form used in every instance. The City shall forward the aggregate dues to the duly elected Treasurer of the Association as soon as practicable. The City shall also forward, with the aggregate dues, separate totals of amounts paid to the Portland Police Protective Association and the Police Benevolent Association. ~~Said forms shall include a provision that the deduction may be cancelled only after fourteen (14) days written notice to the City. If the notice of cancellation is not revoked in writing by the member within said fourteen (14) day period, the City shall cease making deductions.~~ In the event of a change in the amount of the dues voted by the union membership during the term of this Agreement, the Treasurer of the Union

shall notify the Personnel Director in writing. After receipt of same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms.

- 17.2 The Association shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this section. ~~Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the Association to become or remain members of the Association.~~

17.3 Union Security

- 17.3.1 ~~Effective as of January 1, 1985, it shall be a condition of employment that employees either (1) join the Association, or (2) agree to pay their fair share toward the Association's cost of collective bargaining, contract administration, and the adjustment of grievances through payroll deductions as outlined in this Article. The Association shall establish said fair share annually not to exceed 85% of full Association dues and shall notify the City promptly as to the percentage and dollar amount of said fair share. Employees not in the Association as of the execution date shall have 10 days after execution, and new hires shall have 10 days after completion of the probationary period within which to join the Association or to agree to pay the fair share amount.~~

Any employee who chooses not to become a Member of the PBA/MAP, or any Member who chooses to cease to be a Member, shall be bound by such choice except as provided in this Article. Any Member who chooses not to join, or opts out of, the PBA/MAP shall be entitled to representation by PBA/MAP under this Agreement but only upon payment to PBA/MAP of reasonable fees, including fees for employee representative services and attorneys' fees, costs and expenses, including arbitrators' fees and expenses, incurred by PBA/MAP.

Any employee complying with these conditions shall be entitled to PBA/MAP services under this Agreement on the same basis and under the same terms as PBA/MAP Members.

Any Member may change his/her status with respect to membership but only during the twenty (20) day period immediately prior to the expiration of the collective bargaining agreement then in effect by giving written notice of the same to PBA/MAP during that period. Otherwise, their current membership shall continue to the next opt out period in the next pending contract.

17.3.2 ~~The Association agrees to establish a bonafide internal Association procedure to allow non-Association employees in the unit to challenge the level of the fair share deduction established hereunder. The Union will insure that the challenge procedure complies with all applicable Federal and State laws. In the event of any challenge to the fair share provision, the City shall not be required to discharge any employee(s) for failure to comply with this provision until after the employee(s) have exhausted their internal Association remedies and so long as there is any litigation pending. After such exhaustion and in the absence of any pending litigation, the city shall provide any employee who has not elected to join the Association or to pay their fair share with written notice that he has 30 days to make such election or be discharged from service. Any discharge under this provision is reviewable only in Court and is not grievable or subject to the City's Civil Service Ordinance.~~

17.3.3 Upon receipt of a written authorization card from the employee, the City shall deduct ~~either~~ the full Association dues ~~or the fair share dues as indicated~~. The City has no obligation to pay the Association any dues payment for an employee if the employee has not signed said authorization card.

17.3.4 The Association shall indemnify and hold the City harmless against any and all claims or suits which arise out of or result from the deductions of said fees or other action taken pursuant to this Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits, ~~except for any attorney fee resulting from any fair share claims as defined in Section 17.3.5.~~

~~17.3.5 In the event of any administrative or cost litigation which arises out of or as a result from the deductions of said fee the Association will provide legal counsel to defend the propriety of the fee, its deduction or any termination which results from the failure to pay said fee. In such litigation the employer will have no obligation to defend the termination.~~

18. PRINTING OF AGREEMENT:

18.1 The City agrees to provide the Association with twenty-five (25) copies of the Agreement in reasonable size print within a reasonable period after the execution of this Agreement. The City will also provide the Association with a PDF file copy of the Agreement. The Agreement and pay plans will be posted on the City of Portland website. www.portlandmaine.gov/Departments/Unions.

19. P.B.A. PRESIDENT, BOARD OF DIRECTORS AND REPRESENTATIVES:

- 19.1 The president of the Association shall be allowed reasonable time off without loss of any benefits to prepare for representation and to represent members.
- 19.2 Members of the Executive Board shall be allowed reasonable time off without loss of any benefits to represent members at the member's request, at any grievance procedure of departmental hearing and shall be allowed sufficient time to interview and represent a requesting member during all stages of a grievance procedure.
- 19.3 Members of the Negotiating Committee shall be allowed sufficient time off without loss of benefits to represent the Association on all negotiations with the City concerning the Collective Bargaining Agreement.
- 19.4 The Association shall supply a list of all members referred to in Paragraphs 19.1 - 19.3 above to be kept at the office of the Chief of Police for the purpose of verifying the status of the Association's President, Board of Directors, Executive Committee and Negotiating Committee.
- 19.5 Team representatives will be allowed one (1) hour during their shifts per week to work on Union matters, except where emergency situations do not allow for the same in the reasonable opinion of the Shift Commander.
- 19.6 Team representatives who are unable to attend quarterly Board meetings during their regular work shift will receive 1.5 hours of compensatory time in consideration for their attendance at these meetings.
- 19.7 Executive Board Members shall be allowed up to three (3) days per year for the purpose of attending employment related training, education or conferences per approval of the Police Chief. Executive Board Members requesting approval to attend employment related training or conferences shall provide the Police Chief, or Designee, with no less than twenty (20) days advance notice, along with information on the requested training or conference.

20. MEMBERS RIGHTS:

- 20.1 Members of the Portland Police Department hold a unique status as public officials, and the security of the City and its citizens depends to a great extent upon the manner in which members of the Department perform their manifold duties. The performance of such duties involves the members in all manner of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by Superior Officers designated by the Chief of Police or other competent

authority.

- 20.2 To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established and cover all members of the Department; provided, however, no member who has completed the working test period shall be disciplined without just cause.

20.2.1 As much as possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the Department. The Officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating Officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless in the judgment of the Chief of Police circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

20.2.2 The interrogation shall be recorded and preserved by the investigation Officer until the investigation is resolved. A copy shall be provided to the member upon his/her written request. The interrogation shall be conducted with the maximum amount of confidentiality possible. The interrogation of a member suspected of violating Department rules and Regulations shall be limited to questions which are directly, narrowly, and specifically related to the member's performance of duty as it relates to the alleged violation.

20.2.3 If a member is under arrest or may be, or if he/she is a suspect or the target of a criminal investigation, he/she shall be afforded all constitutional and statutory rights granted under such circumstances to other persons, including the right to counsel prior to any questioning or interrogation.

20.2.4 In all cases wherein a member is to be interrogated concerning an alleged violation of Departmental Rules and Regulations which, if proven, could result in his/her suspension or removal from the Department, the officer may, at his/her request, be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Association before being interrogated, and his/her attorney and/or a representative of the Association may be present during the interrogation, and may participate to the full extent of the employee's Weingarten rights.

20.2.5 If a member under investigation is requested to submit to a polygraph examination, he or she will be apprised in writing of the

incident or incidents about which the inquiry is to be made to enable the member to confer with counsel of his or her choosing prior to the examination who may monitor the examination. The questions asked on the polygraph examination will be narrow and specific as defined by American Polygraph Association guidelines and will be allowed to be reviewed by member's counsel prior to the examination. The exam will be offered in a format approved by the American Polygraph Association. Such polygraph examination shall be voluntary and the officer shall not be disciplined for refusal to submit to such examination.

20.2.6 The investigation shall be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

20.2.7 Consistent with Maine State Law and with the Union's approval all internal affairs records, including computerized records developed during the investigation but excluding the computerized complaint log, that exceed the seven (7) year Statute of Limitations will be destroyed once per year as determined by the Chief. Any member may request that their records be destroyed on the anniversary of the seven (7) year Statute of Limitations.

20.3 Disciplinary Action

20.3.1 No disciplinary action shall be taken against any member of the Department who has completed the two (2) year working test period and is covered by this Agreement without due notice and in accordance with the procedures set forth in this Agreement. Any disciplinary action that is taken against a member during his/her working test period shall be governed exclusively by the Civil Service Ordinance.

20.3.2 For purposes of this Article, designee refers to an officer above the rank of Major. Any reference to the Chief of Police in this Article may also apply to the Chief's designee.

20.3.3 Any member who has completed his/her working test period charged with a violation of Departmental Rules and Regulations shall be entitled to a hearing as outlined below prior to the issuance of any disciplinary action. The Chief shall continue to hold disciplinary hearings that involve major violations of Department Rules and Regulations.

20.3.4 Disciplinary hearings shall be informal in nature.

20.3.4.1 At the hearing before the Chief of Police or designee, the employee shall be given sufficient notice of the

pre-disciplinary hearing date and shall be given time to allow him/her an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. At the hearing, the member may be accompanied by legal counsel and/or a representative of the Association. The member shall have the right to confer with his/her counsel at any time during the hearing and shall have the right to have his/her counsel speak on his/her behalf. The employee shall have access prior to the hearing to all information and/or documents upon which the contemplated discipline is based unless, in the judgment of the Chief of Police, circumstances warrant anonymity until the Internal Affairs unit has completed its investigation.

20.3.5 If, following the initial hearing, the Chief of Police finds there is just cause for taking disciplinary action, he/she may:

- 20.3.5.1 Issue an oral or written reprimand or warning. Notwithstanding anything in the Civil Service Ordinance to the contrary, the Chief may suspend a member for not more than thirty (30) days for one offense, provided that such suspensions shall not exceed forty-five (45) days in the aggregate during any twelve (12) month period that follows a suspension.
- 20.3.5.2 In lieu of suspension and upon concurrence of the member, require the member to work not more than ten (10) days off without compensation; or,
- 20.3.5.3 In addition to any disciplinary action imposed under this Article, the member may be required to attend corrective training during the member's on-duty time.
- 20.3.5.4 Employees shall be notified of any disciplinary action taken against them, and the Association shall be provided with written notice of all disciplinary actions. Any disciplinary action administered under this section may be processed to grievance arbitration under Article 16, Grievance Procedure.
- 20.3.5.5 The new hearing and appeal procedure shall be on a trial basis for the term of this contract. The role of the non-voting PBA member is process-related. The Union agrees the discussions of the Review Board will be

confidential and information from these discussions will not be entered as evidence at any subsequent proceeding.

20.3.6 No written reprimands involving an alleged violation of Departmental Rules and Regulations shall be placed in a member's personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond in writing and contest the validity of the written reprimand. The Chief of Police shall review both the reprimand and contesting document and upon finding just cause for the reprimand, may place in the member's personnel file and/or records the written reprimand and the contesting document. Such written refutation by the member shall be submitted to the Chief of Police within five (5) days after the member has received a copy of the reprimand.

20.3.7 When, through appropriate procedures, it is determined by the Chief of Police that just cause exists for removing a member or suspending them for a period greater than fifteen (15) working days, the Chief of Police may seek their removal or suspension through the Civil Service procedures as set forth in 20.16. However, the employee may waive in writing all Civil Service procedures regarding the proposed discipline and proceed before the Chief in accordance with the procedures set forth in 20.3. If the employee opts to proceed and accept discipline directly from the Chief, and feels aggrieved concerning the discipline, the Association may process such grievance in accordance with Article 16 of this agreement.

20.3.8 No record of an oral reprimand shall appear in a member's personnel file. However, routine critiques of an officer's performance by his supervisors shall not be defined as an oral reprimand and may be noted in a member's performance evaluation.

20.3.9 All written reprimands and reports of disciplinary action (except instances involving suspension) shall be removed from the personnel file and/or records and destroyed one year after the incident involved, unless during that year the member has had subsequent disciplinary action taken against him involving other incidents. Under no circumstances shall the written reprimand or report of disciplinary action remain in the member's personnel file for more than two (2) years.

20.3.9.1 All records and/or reports of disciplinary action involving the suspension of a member for five (5) days or less shall be removed from the personnel file and/or records and destroyed three (3) years after the incident involved, unless during that period of time the

member has had subsequent disciplinary action taken against him involving other incidents. Under no circumstances shall the written reprimand or report of the disciplinary action remain in the member's personnel file and/or records for more than five (5) years.

20.3.9.2 All records and/or reports of disciplinary action involving the suspension of a member for more than five (5) days shall be removed from the personnel file five (5) years after the suspension, unless during that period of time the member has had subsequent disciplinary action taken against him involving other incidents. Under no circumstances shall the records and/or reports of disciplinary action remain in the member's personnel file for more than eight (8) years.

20.3.10 All personnel records shall be confidential in conformity with applicable State Law. Any dispute concerning the confidentiality of such records or the access of members to those records shall be finally determined by a court of competent jurisdiction and is not an arbitrable matter under Section 16 of this contract.

20.3.11 Personnel records shall include any record or file, except Internal Affairs cases, that contain any information which can affect the employee's employment, promotion, or any other condition of employment wherever that record is located. Employees shall, upon written request to the Chief, have access to all such records and shall have the right to have such records copied at reasonable cost.

20.3.12 Upon request, a member shall have the right to inspect his/her official personnel record wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under supervision by the Department. A member shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection.

20.3.13 A member shall have the right to include in his/her personnel record written refutation of any material he considers to be detrimental.

20.4 Civil Service Commission Disciplinary Actions

20.4.1 The Chief may recommend suspension in excess of fifteen (15) days

(or thirty (30) days aggregate in a calendar year), demotion, or discharge of an employee to the Civil Service Commission. Any such recommendation shall be processed under the Civil Service Ordinance.

20.4.2 Any disciplinary action prosecuted before the Civil Service Commission, including the Chief's recommendation therefore, shall not be grievable under this Agreement. Any final decision of the Civil Service Commission may be appealed only to court.

20.4.3 In the event that an employee is suspended by the Commission for a period in excess of thirty (30) consecutive days, the employee shall not accrue vacation, sick, or holiday benefits during the period of such suspension.

20.4.4 If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination, to enable the member to confer with counsel of his choosing. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain similar independent test, if available. The taking of a polygraph examination is voluntary. If a member refuses to take a polygraph test, the refusal shall not be introduced into evidence in any disciplinary hearing nor have any bearing upon discipline, suspension or dismissal. If a polygraph examination is taken, neither party to the contract, nor its representatives, may object to the admissibility and use of the examination's results at any hearing, but either party may argue as to the weight to be accorded such results at any such hearing.

21. STRIKES AND SLOWDOWNS PROHIBITED:

21.1 The parties hereto agree that there will not be, and that the Association, its officers, members, or agents, will not engage in, encourage, sanction, or suggest strikes or slowdowns which would involve suspension of or interference with normal work.

22. SAVINGS CLAUSE:

22.1 If any provision of this Agreement shall be contrary to any law or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions. This section shall be without prejudice to either party, however, as it might relate to the application of the Municipal Public Employees' Labor Relations Law, M.R.S.A., Title 26, Sec. 969, to this Agreement.

23. PHYSICAL FITNESS:

- 23.1 The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.
- 23.2 The Chief is authorized to promulgate a rule requiring each employee to undergo a physical fitness testing program on a regular basis beginning July 1984. Said rule shall outline the tests which the employee is required to undergo and tests shall be objective and measurable. Reasonable provision shall be made for any known physical disability of any employee by offering alternative tests or by permitting extensions of time for taking such tests in the case of temporary disabilities. Discipline shall not result from the employee's failure of the initial test or any portion thereof. However, the City may then order the employee into a remedial or structured program at the City's expense as necessary. The Chief shall determine appropriate discipline in the event of subsequent full or partial test failure with the following exception: So long as the program coordinator certifies that said employee has been diligently participating since entering the remedial or structured program, the employee will not be disciplined for failing the physical fitness test.
- 23.3 The Chief shall consult with the Civil Service Commission and the Association regarding appropriate physical standards and tests prior to promulgation of the rule. In addition, the Association shall be given the draft of the rule and shall have no less than fifteen (15) working days to make written comments on such draft rule prior to its final promulgation. The same procedure as provided in this subsection shall be followed in the event of any amendments to said Rule.
- 23.4 The City shall provide \$100 annually to each employee to be used for a physical examination and/or to maintain their level of physical fitness to perform the normal duties of their position. In no case shall the City be obligated under this Article to spend more than \$100.00 per employee per year. Payment of the \$100 shall be made as soon as possible after the beginning of each fiscal year, beginning July 1, 1985, but not later than 30 days after the beginning of the new fiscal year. Notwithstanding the above, the payment shall be considered a retroactive payment for the previous fiscal year as provided in the grievance settlement dated September 10, 1985.

24. SENIORITY AND LAYOFFS:

- 24.1 Seniority is defined as continuous service with the Department from the date of swearing in as a full time Police Officer. **except that all employees**

hired prior to January 4, 1982 shall have seniority dates as provided in Exhibit E, which is attached and incorporated herein. If an employee is sworn in prior to starting City service the seniority date will be the date of hire with the City as a Police Officer.

24.1.1 When an employee who has held the rank of sergeant or above is demoted [as discipline or at the employee's request] to the rank of patrol officer, that employee shall retain his/her seniority date, as defined herein, and shall be restored as a member of this bargaining unit be reinstated into the PBA at the bottom of the seniority list; this seniority positioning will be limited to the purposes of applying for open shift assignments, specialty positions and promotions. If a member of the SOA is demoted at no fault of their own (layoff/reduction in force they will be restored to the seniority level held in the PBA at the time when they voluntarily left the PBA. The employee shall not, however, be allowed, based upon his/her seniority, to "bump" or displace another member of the unit from his/her current position. The returning officer shall be assigned to a currently open position.

Thereafter, the demoted employee may use his/her seniority in the PBA, in the same manner as any other member of the unit; this will include, but not be limited to, applying for open shift assignments, specialty positions and promotions, as well as layoffs, reductions in force and use of leave time.

This section is not intended to apply to reductions in rank caused by layoffs or reductions in force. This Amendment will have no retroactive application.

24.1.2 Seniority for Police Officers with the same date of hire who are hired on or after January 1, 2000 shall be determined by their score on the Civil Service written test. Numerical scores will be maintained by Human Resources and will not be released to the Union or the Department for confidentiality reasons. The person with the highest score will be senior to the other officers starting on the same day. In the event of equal scores, the first letter of the last name will be used to break the tie.

24.1.3 Seniority for Police Officers with the same date of hire who are hired on or after March 27, 1995 but prior to January 1, 2000 shall be determined by their Civil Service point total. The person with the highest score will be senior to the other Officers starting on the same day. In the event of equal scores, the first letter of the last name will be used to break the tie.

24.1.4 Seniority for Police Officers with the same date of hire who were

hired prior to March 27, 1995 has been determined by the first letter of the last name. The Officer whose first letter is closest to the beginning of the alphabet will be senior to the other Officers starting on the same day.

- 24.2 Seniority shall be a factor when considering job openings. The criteria for making job assignments are outlined in Exhibit F.
- 24.3 Seniority shall be the sole factor for purposes of layoffs, days off, and work shift assignments except as provided otherwise herein.
- 24.4 In the event of a lay-off, the affected employee has recall rights for twenty-four (24) months from the day of such lay-off. The affected employee shall deliver his or her then mailing address and telephone number, if any, to the Chief of Police at his/her office and shall be obligated, as a continuing condition of his/her recall rights for said twenty-four (24) month period, to continue to inform the Chief in writing of any change thereafter.
- 24.5 The Chief, or his/her authorized representative, will allow switching days off between employees in the Unit on advance notice of at least five (5) days, so long as the Department's functions are not thereby impaired. When extenuating circumstances exist, the five (5) day notice requirement may be waived by the Chief or his authorized representative.
 - 24.5.1 Requests will be made for good reason only. The employees involved in the swap must work within the same division or specialty. A swap may be denied if it is not for good reason or if it is determined that the two employees are not equally qualified.
 - 24.5.2 Swaps need not occur within the same week. However, once approval is received, it is the responsibility of the employee requesting the swap to notify the substitute. The City shall not be held responsible for enforcing any agreement made between employees and shall be under no obligation to the substitute for his/her duty as a substitute.
 - 24.5.3 Swaps shall be made for single shifts only. Consecutive shift requests will be considered only in emergency situations and require approval of the Major.
 - 24.5.4 Swaps shall not be denied for arbitrary or capricious reasons. An employee may appeal any denial by a Lieutenant to the Major. Such appeals will be expedited by the Major and are grievable only through Step 2 of the grievance procedure.
 - 24.5.5 The employees involved in the swap will be held responsible for the

shift being covered. Any employee who does not meet this obligation will not be permitted to participate in any swap for six (6) months or longer.

25. RESPONSE TIME:

- 25.1 Residency within the territorial limits of the City of Portland shall not be a condition of employment; however, in order to safeguard the health, safety, and welfare of Portland citizens, the Chief of Police has the authority to promulgate a Departmental Rule and Regulation establishing a required "response time" for employees; however, prior to promulgating such a rule, the Chief of Police will consult with the PBA Executive Board.
- 25.2 Within five (5) working days of the date of promulgation of the rule, the Association may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of the arbitration shall be the same as those provided in Section E of Article 16, Grievance Procedure. The arbitrator's decision shall be final and binding upon the parties. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.

26. LEAVES OF ABSENCE:

- 26.1 Military leave and Reserve Service Leave shall be available to employees under the terms and conditions of applicable federal and/or State legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.
- 26.2 Disability Leave of Absence
- 26.2.1 When disabled, a member will be placed on an unpaid leave of absence of up to three (3) months if (1) employee requests a leave, (2) employee is disabled by his/her doctor from performing his/her duties for a period of more than one (1) consecutive week, or (3) employee's attendance or performance becomes unsatisfactory because of the disability. Employees will provide the City with a doctor's note for all absences exceeding one consecutive week that are related to a medical incapacity. The initial twelve (12) week period will be processed as a Family Medical Leave if the disability is covered by the Family Medical Leave Act. Except for emergencies, the employee shall submit a written request or a doctor's note to the Chief at least one (1) month prior to the anticipated departure. The employee is required, as a condition of this leave, to provide a statement from an attending physician setting forth (a) the anticipated duration of the disability, and (b) any

conditions which may limit the employee's performance of his/her job before or after the leave. A decision regarding approval of such leaves shall be made by the Chief based upon medical documentation. Leaves may be denied if medical documentation is insufficient or does not support the leave but leaves shall not be denied for arbitrary or capricious reasons.

26.2.2 The Chief shall have the authority to extend such leave upon written request from the employee.

26.2.3 Accumulated sick leave benefits shall be applied to any portion of the requested leave so eligible at the option of the member, but cannot be used to extend a disability leave.

26.2.4 Disability due to pregnancy or child-birth are, for all job-related purposes, temporary disabilities.

26.3 Personal Leave of Absence

26.3.1 A member may request a personal leave of absence without pay for a period not in excess of thirty (30) days. The Chief, in his sole discretion, may grant such leave.

26.4 Family and Medical Leave

26.4.1 An employee who has been employed for twelve (12) consecutive months and who has worked 1250 hours in those last twelve months is entitled to up to a total of twelve (12) weeks of Family and Medical Leave (FMLA) in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave. The employee must give at least 30 days notice of the intended date upon which Family and Medical Leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.

26.4.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner, child of a domestic partner or parent of domestic partner must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

- 26.5 The City will continue the employee's health benefits coverage during the leaves referenced in 26.1, 26.2, 26.3 and 26.4. The employee will accrue holiday, vacation and sick leave credits during the first twelve (12) weeks of such leave. After the first twelve (12) weeks, there will be no further accrual of holiday, sick or vacation leave. Seniority, however, will accrue during the time of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefit the employee would have accrued had he/she not taken the leave.

27. MANDATORY TRAINING:

- 27.1 The City agrees to make available a minimum of twenty (20) hours per year of in-service training to each employee. Employees will attend training as directed or approved by the City. Employees will be compensated at their appropriate base rate for the time spent in training. Any training required for a particular job assignment will be offered on a yearly basis.
- 27.2 Travel time will be paid for travel to and from required training that the Officer is attending as a student providing the Officer has already worked eight (8) hours or ten (10) hours, depending upon their regular shift assignment, including time spent in training, on the day the travel occurs. Such compensation shall be in the form of compensatory time at a time and one-half rate and shall not exceed a maximum of two hours each way.
- 27.2.1 Requests for compensation for travel time must be submitted on a pay slip separate from the slip for the training.
- 27.2.2 The Chief or designee may approve travel time associated with non-required training but such approval is at his/her discretion.
- 27.3 The City will make EMT training available to employees in the following priority order:
- a. To employees who request the training and request a regular assignment to the islands;
 - b. To employees who request the training and are willing to accept temporary assignments to the islands, as needed, including those in Specialty positions; and,
 - c. To other employees who request the training as City resources allow.
- 27.4 Once EMT-trained by the City, employees will be required to maintain their EMT certification for a minimum of 5 years from their initial certification, or so long as they are regularly assigned to Island duty, whichever is longer.

Employees regularly assigned to Island duty must maintain certification as an Emergency Medical Technician or may be subject to disciplinary action.

- 27.5 Fire drill school training will be provided to employees regularly assigned to the islands and to employees who are willing to accept temporary assignments to the Islands as needed. EMT training and fire drill school training shall count toward completion of the minimum hours of mandatory training.

28. SAFETY COMMITTEE

- 28.1 The Safety Committee shall be comprised of three (3) members appointed by the President of the PBA, one (1) member appointed by the President of the PSOBA, two (2) members appointed by the Chief of Police, and the Risk Manager or designee.
- 28.2 The Committee shall meet bi-monthly or as set by the Committee, or more often at the request of any member of the Committee.
- 28.3 The Committee shall develop recommendations on matters affecting employee safety for the Chief of Police. Recommendations shall be adopted by the Committee, for transmittal to the Chief, by majority vote.
- 28.4 The Chief shall respond in writing to all recommendations of the Committee as expeditiously as possible.

29. TERM OF AGREEMENT

- 29.1 This Agreement shall govern the rights of the parties from **January 1, 2021 until and including December 31, 2023.**
- 29.2 This Agreement shall remain in full force and effect until a new Agreement has been executed in accordance with 26 M.R.S.A. 965.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by Jon P. Jennings, its City Manager, and the Association has caused this Agreement to be signed by Thien Duong, its President, and Daniel Felkel, PBA Legal Counsel.

WITNESSES:

Jon P. Jennings
City of Portland

Thien Duong
Portland Police Benevolent Association

Daniel Felkel, Counsel for
Portland Police Benevolent Association

EXHIBIT A
PBA PAY PLAN

		Effective	Effective	Effective
Police Officer		1/3/2021	1/2/2022	1/1/2023
		0.03	0 *	0.03
1	0 - 3	\$ 24.59	\$ 24.59	\$ 25.33
		\$983.60	\$983.60	\$1,013.20
2	3 - 5	\$ 26.28	\$ 26.28	\$ 27.07
		\$1,051.20	\$1,051.20	\$1,082.80
3	5 - 8	\$ 27.32	\$ 27.32	\$ 28.14
		\$1,092.80	\$1,092.80	\$1,125.60
4	8 - 10	\$ 28.11	\$ 28.11	\$ 28.95
		\$1,124.40	\$1,124.40	\$1,158.00
5	10 - 12	\$ 29.19	\$ 29.19	\$ 30.07
		\$1,167.60	\$1,167.60	\$1,202.80
6	12 - 18	\$ 30.07	\$ 30.07	\$ 30.97
		\$1,202.80	\$1,202.80	\$1,238.80
7	18+	\$ 30.97	\$ 31.59	\$ 32.54
		\$1,238.80	\$1,263.60	\$1,301.60
		* 2% added to 18+ year step		

Detective, Court Officers, Evidence Technicians, <u>Traffic Investigator</u>					
			Effective	Effective	Effective
			1/3/2021	1/2/2022	1/1/2023
			\$ 25.81	\$ 25.81	\$ 26.58
1	0-3		\$1,032.40	\$1,032.40	\$1,063.20
			\$ 27.59	\$ 27.59	\$ 28.42
2	3-5		\$1,103.60	\$1,103.60	\$1,136.80
			\$ 28.68	\$ 28.68	\$ 29.54
3	5-8		\$1,147.20	\$1,147.20	\$1,181.60
			\$ 29.52	\$ 29.52	\$ 30.41
4	8-10		\$1,180.80	\$1,180.80	\$1,216.40
			\$ 30.65	\$ 30.65	\$ 31.57
5	10-12		\$1,226.00	\$1,226.00	\$1,262.80
			\$ 31.58	\$ 31.58	\$ 32.53
6	12-18		\$1,263.20	\$1,263.20	\$1,301.20
			\$ 32.53	\$ 33.18	\$ 34.18
7	18+		\$1,301.20	\$1,327.20	\$1,367.20
			* 2% added to 18+ year step		

EXHIBIT B

Initial Issue of Equipment

<u>Minimum Quantity</u>	<u>Item</u>
1	Firearm – Glock 21
3	Magazines
25 or 40 rounds	45 cal. Ammunition (Glock 21)
1	Double Magazine Pouch
1	Baton
1	Baton Holder
2	Breast Badges
1	Hat Badge
1 ea.	Building, Lockerroom, Cruiser Key
1	Metal Clipboard
1	Cuff Case
1 pr.	Handcuffs
1	Double Lock Cuff Key
1	* Dress Blouse (Honor Guard Only)
1	* Sam Browne Crossover Belt (Honor Guard Only)
1	Funeral Band
1	Gun Belt
1	Garrison Belt
4	Gun Belt Keepers
1	Glove Case
4 pr.	Disposable Gloves
1	Hat
1	Hat Cover
1	Ballcap (K9 only)
1	Holster
1	3 in 1 Jacket w/ Traffic Vest
1	Raincoat
1	Locker with Lock
1	OC Spray
1	OC Spray Pouch
1	Miranda Card
1	Microphone Pouch w/ cable link microphone
1	Name Tag
1	Serving Since Pin
1	Neck Tie
1	Tie Clip
1	Police ID card
1	Radio Case
1	Radio
1	Protective Vest
6	Long Sleeved shirts
5	Short Sleeved Shirts
5 pr.	Socks
3 pr.	Uniform pants

EXHIBIT B (cont'd)

Initial Issue of Equipment

<u>Minimum Quantity</u>	<u>Item</u>
1 pr.	Dress pants
5 sets	** BDU (1 set = pants, shirt)
1	*** Bicycle Helmet
1	*** Bicycle Jacket
1 pr.	*** Bicycle Gloves
2 pr.	*** Bicycle Shorts
2 pr.	*** Bicycle Pants
2 pr.	*** Bicycle Shirts
1	**** Leather Jacket
1 pr.	**** Motorcycle Boots
1	**** Motorcycle Helmet
1 pr.	**** Motorcycle Britches
1	***** Fire Jacket
1	***** Fire Helmet
1 pr.	***** Fire Boots
1 pr.	***** Fire Gloves
2 sets	***** BDUs (Green=SRT; Negotiators; Bomb Squad)
1 set	***** BDU's (Blue-Fire Investigator)

- * Will be available in several sizes to be signed out by other Officers for special events
- ** Evidence Technicians, Canine Officers, Property Coordinator – Blue
- *** Qualified Bicycle Officers only
- **** Qualified Motorcycle Officers only
- ***** Island Services Officers only

EXHIBIT C

Allowable Apparel and Equipment

Black Leather Jacket
Black Shoes
Black Leather Gloves
Winter Footgear
Court Attire (including dress trousers, collared shirts, socks, ties, shoes, and other related dress apparel approved by the Police Chief, or Designee)
Alterations to Court Attire/ Uniforms
Sweater
Black Boots
Shoe Polish and accessories
Socks
T-Shirts
Prescription Eyewear
*Whistle and Chain
*Ear Phones
*Ticket Book Holders
*Off-Duty Holster
*On-Duty Holster (Approved)
*Badge
*Badge Case
*Black Pens
Flashlight (and replacement batteries, bulbs, lenses)
Flashlight holder
*Hand cuffs / Case
*Cuff Key
Practice Ammunition
Ear and Eye Protection (for shooting)
Items Related to Recognized Specialty Position(s) (subject to the approval of the Team Commander and Police Chief)
Winter Scarf (Navy blue or black)
*Trooper-Style Pile Caps
*Insulated Collarless Vests
Sneakers (Chief designated)
Running shoes
Sunglasses
Turtleneck
Watch Cap
*Approved Multi-Purpose Knife
*Duty Bag
*Nylon or Leather Duty Belt and attached accessories (standard model approved by the Police Chief, or Designee)
*BDU's for training purposes
*Duty Approved Weapon (Glock 17, 19, 21, 26, 30 or pre-approved and inspected AR-15/M16 .223 rifles), pre-approved weapons optics and anything else that can be considered parts and equipment, all of which must be inspected and approved by the Department Armorer or a Firearms Instructor
*Cell Phones

EXHIBIT C

Allowable Apparel and Equipment (cont'd)

- *Department approved outer vest carrier
- *Business Cards
- *Job Specific Books
- *Promotional Study Material

- *Items designated as equipment.

EXHIBIT D

EMPLOYEE VOLUNTARY DEDUCTION AUTHORIZATION FORM

EMPLOYEE VOLUNTARY DEDUCTION FORM

Print (last name first)

Fund Dept. Div. Prog. Soc. Sec. No. Employee Name

Code	Amount Delete perm. change; drop deduction.	Add Check add for delete to
------	--	-----------------------------------

INSTRUCTIONS: Please type or print. The deduction form must accompany the payroll that change appears on.

NOTE: The figure under "Amount" is a replacement figure only. It is not the net difference. See reverse side for code number.

Effective

EXHIBIT E

PORTLAND POLICE DEPARTMENT

Staff Services Division

SENIORITY LIST OF PATROL OFFICERS

HIRED PRIOR TO JANUARY 4, 1982

NAME

DATE

Richardson, Randolph 01-03-82

EXHIBIT F
PORTLAND POLICE DEPARTMENT
Memorandum

RE: Filling of Vacancies

The following guidelines are set forth to establish a procedure for the filling of vacancies.

1. In accordance with Section 24.3 of the PBA contract, the following assignments will be considered shifts, and the sole factor for selection will be seniority.

Team assignments in the Patrol Division: A, B and C. Job assignments within the teams will be made by the lieutenants, based upon department needs.

2. In accordance with Section 24.2 of the PBA contract, the following facts will be used for filling the job openings listed below: Performance Evaluations, Sick Leave Use, Training, Disciplinary Record, and Seniority.

Criminal Investigations Division

General Investigator
Narcotics Investigator
Evidence Technician
Court Officer
Crime Reduction Unit

Operations Group

Canine Handler
Traffic Investigator
Youth Services Officer
Islands Officer
School Resource Officer
Community Policing Officer

Besides the aforementioned factors, additional ones may be used for specific job assignments, e.g., when a position is posted, the Bureau Commander will also post any additional screening mechanism, such as a written assignment, interviews, etc.

3. Canine handlers will be part of the Patrol Teams and assigned according to department needs and the PBA contract.
4. Community Policing Officers will be assigned by the Chief or his designee based upon Department needs and the PBA contract.

EXHIBIT G MEMORANDUM OF AGREEMENT

This AGREEMENT made this day of March, 2005, between the City of Portland (hereinafter the "City") and the Portland Police Benevolent Association, (hereinafter the "Association"), to amend the 2003-2004 Collective Bargaining Agreement (hereinafter the "Contract") between the City and the Association in regard to an alternative work schedule for Police Officers regularly assigned to Peaks Island.

WHEREAS, the Police Officers who are regularly scheduled to work on Peaks Island (hereinafter the "Island Officers") have requested a change in their work schedule; and the City agrees that this schedule incorporates certain operating efficiencies;

WHEREAS, the City agrees to continue this program for the duration of this contract as long as overtime costs do not increase;

NOW, THEREFORE, the parties agree to amend their contract to provide that the following terms and conditions of employment will be in effect for Officers assigned to the Island Services Unit and to Officers assigned to a temporary vacancy in accordance with Article 5.1.4. The following terms and conditions do not apply to Police Officers who may be temporarily assigned to the Islands to cover a vacancy that does not require a change to their regularly scheduled hours of work.

Article 4 – Salaries

- No change to current weekly salary
 - No change to Specialty Pay
- Amend Article 4.2.6 to allow Island Officers to receive the \$15.00 EMT stipend. The parties further agree that this stipend will also compensate Island Officers for the daily 15-minute time period Island Officers spend waiting for the Ferry.

Article 5 - Hours and Overtime

- Amend regular work week to be 48 hours (consisting of two shifts of 24 hours) within an eight-day work period.
- Amend regular work day to be twenty-four (24) hours. At least one Officer will be on patrol at all times. Each Officer will be permitted to sleep for four (4) hours during the hours of 10 p.m. and 6 am.
- Overtime is paid for hours worked in excess of 48 hours per eight-day work period.
- Base hourly rate for the purpose of calculating pay for Island overtime assignments is defined as weekly salary divided by forty-two hours. Base hourly rate for the purpose of calculating pay for mainland overtime assignments worked by Island Officers is defined as weekly salary divided by forty hours.
- Amend Article 5.3 to exclude hours spent riding to and from Peaks Island for Island Officers only.
- Amend Article 5.4 to include hours spent riding to and from Peaks Island for Island Officers only. In the event of schedule vacancies, management will determine how to meet the needs of the Island without incurring overtime. If overtime is offered, it will be offered to Police Officers with the necessary qualifications in order of seniority. If no one accepts the overtime, the overtime will be worked by an Island Officer eligible to work and in

EXHIBIT G
MEMORANDUM OF AGREEMENT (cont'd)

accordance with a rotating force list. The rotating force list will be comprised of Island Officers and will begin with the junior Island Officer. Officers will receive 1 mark for each 8-hour period worked on the Island (3 marks per 24-hour shift).

- Island Officers will not be eligible for overtime or special detail assignments during the 24 hour period that falls between two work shifts, during the late shift prior to their first day on, or during the late shift of their fifth day off. Officers will receive no mark in the overtime book for this period of time.
- Island Officers will be eligible for special detail assignments during their five (5) days off except as provided above. All provisions of Article 5.10 shall apply during this five day period.

Article 6 – Holidays

- Island Officers will receive eight (8) hours of holiday pay or an eight (8) hour holiday credit.
- If an Island Officer wishes to take a holiday off which is a scheduled work day, that Officer will be required to utilize sixteen (16) hours of accrued leave in addition to eight (8) hours of holiday pay for that 24-hour period.

Article 7 - Vacations

Island Officers will accrue vacation at the rate of 1.62 hours per full payroll week in the first through second year of service, 2.42 hours per full payroll week in the third through sixth year of service, and 3.23 hours per full payroll week in the seventh and succeeding year of service. Upon contract execution, Island Officers in their twentieth and succeeding years of service will accrue vacation at the rate of 3.85 hours per full payroll week. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amounts of 84 hours, 126 hours and 168 hours. An Island Officer's vacation accrual will be reduced by 24 hours for each scheduled work day that is taken as a vacation day during this period.

Article 11 - Sick Leave

- Sick leave shall continue to accrue at the rate of 1.85 hours per week.
- An Island Officer's sick leave accrual will be reduced by 24 hours for each scheduled work day that is taken as a sick day during this period.
- For the purpose of Article 11.1.3.1 one 24 hour work day taken as sick leave will be considered equivalent to three sick days.
- For the purpose of 11.4.3, a full shift may be taken off in the same manner as sick leave providing all sixteen (16) hours of personal leave are used at once and providing the employee has eight (8) hours of accrued sick leave, vacation leave, compensatory time or holiday credits to supplement the sixteen (16) hours of personal leave. The employee will give the Bureau Commander or designee as much advance notice as circumstances permit.

Requests for Leave Time

EXHIBIT G
MEMORANDUM OF AGREEMENT (CONT'D)

Island Officers who wish to use accrued leave time (vacation leave, compensatory time, holiday credits) should submit such requests to the supervisor of the Traffic Unit with as much notice as possible. Reasonable notice is considered to be at least **three (3) thirty (30)** days. Leave requests submitted without 30 days' notice will be denied except in unusual circumstances. The appropriate accrual shall be reduced by actual hours used (24 hours for each scheduled work day).

The City will purchase one round trip Casco Bay Lines ticket per Officer per shift.

The only persons considered for Island Officer job vacancies for the term of this agreement will be Police Officers who possess an up-to-date EMT license. All contract provisions remain in effect except to the extent they are specifically modified in this agreement.

The City agrees to continue this program for the duration of this contract as long as overtime costs related to sick leave do not significantly increase. This agreement shall expire effective December 31, 2005 unless the parties mutually agree to extend it.

Agreed to by:

City of Portland

Date

Police Benevolent Association

Date

Counsel for Police Benevolent
Association

Date

EXHIBIT H

CITY OF PORTLAND

TRANSITIONAL WORK AGREEMENT

The Employee and the Employer enter into this agreement for a period of Transitional Work, as follows:

The date upon which the Employee sustained an injury is _____.

Pursuant to the City of Portland's Transitional Work Policy, the Employee will return to work in a Transitional Work assignment on _____.

Attached is a copy of the Transitional Work Policy of the City of Portland which the Employee has read and understood.

The parties agree that the term of this Transitional Work assignment shall be ninety (90) days, from the return to work date above until _____.

5. This Transitional Work Agreement does not act as a waiver of rights and obligations of the employee or employer under 39.A MRSA Section 218 or any other applicable law.

Dated this _____ day of _____, 20____.

Employee

City of Portland

EXHIBIT I

ON-THE JOB INJURIES

The purpose of this Exhibit is to provide employees with information about benefits currently provided under State law:

Current State law provides that those employees who are enrolled in Maine Public Employees Retirement System special plan for their primary pension plan are entitled to keep special plan benefits in the event they are unable to return to "Regular Work" within the PBA bargaining unit if the following condition is met. The employee must apply for and be approved for disability retirement benefits before they transfer to a position that is not a sworn position in the Police or Fire Department.

This statement confirms information discussed in negotiations on July 19, 2001. The Union acknowledges that in the event that State law changes with respect to this benefits, this Exhibit will immediately become null and void. The City is not agreeing to provide, through this Exhibit, any benefit greater than what is provided by statute.

EXHIBIT J

EVIDENCE TECHNICIANS

The City of Portland and the Portland Police Benevolent Association agree as follows in regard to the "on-call" status of Evidence Technicians:

1. Twenty-four hour crime scene processing by qualified personnel is essential whenever crimes and accidents occur which require the prompt collection and preservation of physical evidence.
2. When the immediate services of an Evidence Technician (E.T.) are required and there is no Evidence Technician on duty, an on-call E.T. will be notified and expected to respond as soon as possible.
3. Any E.T. is subject to being called in to work during his/her off-duty time. E.T.'s will provide the department with a phone number where s/he can be reached when off-duty.
4. Call-ins will be prioritized as follows, depending on the needs of the department:
 - a. Evidence Technicians whose off-duty time is within four (4) hours of their regular shift (before and after) will be called first.
 - b. Evidence Technicians on their regular days off will be called second.
 - c. Evidence Technicians on any other type of leave, except military leave, sick leave or Family Medical Leave, will be called last.
 - d. Evidence Technicians on military leave, sick leave or Family Medical Leave will not be subject to call-in.
5. E.T.'s who are subject to call-in are not required to stay within any specific distance of the City and there are no restrictions on their use of off-duty time.
6. When no E.T. is available to respond to a crime or accident scene, another agency with equivalent personnel will be requested to respond and assist.
7. Each Evidence Technician will receive three (3) hours of compensatory time per week in consideration of this agreement. Evidence Technicians shall receive the full three (3) hours of compensatory time for any week in which they are eligible to be called in for any of the days of that week. The compensatory time awarded pursuant to this agreement will be treated the same as any other compensatory time awarded by the City.

EXHIBIT K SCHEDULES

Criminal Investigation Division				Internal Affairs / Training			
700	0800 - 1600	Mon - Fri	Lt.	760	0800-1600	Mon - Fri	Lt.
721	0900 - 1700	Mon - Fri	Sgt.	761	0700-1500	Mon - Fri	Sgt.
722	0800 - 1600	Mon - Fri	Sgt.	763	0800 - 1600	Mon - Fri	Sgt.
701	0800-1600	Mon - Fri	Det.	Community Services Division			
702	0730-1530	Mon - Fri	Det.	900	0700 - 1500	Mon - Fri	Lt.
703	0700 - 1500	Mon - Fri	Det.	922	0700 - 1500	Mon - Fri	Sgt.
704	0700 - 1500	Mon - Fri	Det.	931	0700 - 1500	Mon - Fri	Ofc. YSO
705	0700 - 1700	Mon - Thu	Det.	932	0700 - 1500	Mon - Fri	Ofc. PHS
706	0700 - 1500	Mon - Fri	Det.	933	0700 -1500	Mon - Fri	Ofc. DHS
707	0800 - 1800	Tue - Fri	Det.				
708	0900 - 1700	Mon - Fri	Det.	903	0630 - 1630	Tue - Fri	Ofc.
710	0600 - 1600	Tue - Fri	Det.	904	0630 - 1630	Tue - Fri	Ofc.
711	0700 - 1500	Mon - Fri	Det.	905	0630 - 1630	Tue - Fri	Ofc.
713	1100-1900	Mon - Fri	Det.	907	0730 - 1730	Sat - Tue	Ofc.
714	0800 - 1600	Mon - Fri	Det.				
715	0900 - 1700	Mon - Fri	Det.				
718	0700-1500	Mon - Fri	Det.	Traffic & Peaks Island			
742	0700 - 1700	Tue - Fri	Det.	920	0800 - 1600	Mon - Fri	Lt.
Forensic Services - Court				921	0700 - 1500	Mon - Fri	Sgt.
731	1500 - 0100	Sun - Wed	ET	901	0600 - 1600	Tue - Fri	Ofc.
732	0700 - 1700	Wed - Sat	ET	902	0600 - 1600	Mon - Thu	Ofc.
733	0600 - 1600	Sun - Wed	ET	911	0700 - 0700	Peaks	Ofc.
734	1500 - 0100	Wed - Sat	ET	912	0700 - 0700	Peaks	Ofc.
743	0600 - 1400	Mon - Fri	Ofc.	913	0700 - 0700	Peaks	SLO
744	0800 - 1600	Mon - Fri	Property	914	0700 - 0700	Peaks	Ofc.
745	0800 - 1600	Mon - Fri	Process Server	Jetport			
746	0730 - 1530	Mon - Fri	Victim Advocate	821	0700 - 1500	Mon - Fri	Sgt.
MDEA / Special Investigations				801	1200 - 2200	Wed - Sat	Ofc.
750		Mon - Fri	Sgt.	802	1200 - 2200 0800 - 1800	Sun - Tue Wed	Ofc.
751		MDEA	Det.	803	0330 - 1230	Wed - Sat	Ofc. BK9
752		MDEA	Det.	804	0330 - 1230	Sun - Wed	Ofc. BK9
753		SSTF	Det.				
Crime Reduction Unit				MCJA August 2017			
351	1300 - 2100	Tue - Sat	Sgt.				
355	1300 - 2100	Tue - Sat					
356	1300 - 2100	Tue - Sat	Ofc.				
357	1300 - 2100	Tue - Sat	Ofc.				
358	1300 - 2100	Tue - Sat	Ofc.				
359	1300 - 2100	Tue - Sat	Ofc.				

0630 - 1630	100	Lt.	1600 - 0200	300	Lt. (1300-2300)	2100 - 0700	500	Lt.
	121	Sgt.		321	Sgt.		521	Sgt.
Tuesday	101	Ofc.		301	Ofc.		501	Ofc.
Wednesday	102	Ofc.		302	Ofc.		502	FTO
Thursday	103	Ofc.		305	Ofc.		503	FTO
Friday	104	Ofc.		306	Ofc.		504	Ofc.
	105	Ofc.		312			505	Ofc.
	106	FTO.		313	FTO		506	Ofc.
	107A	Ofc.						
0730 - 1730	122	Sgt.	1700 - 0300	322	Sgt.	2200 - 0800	522	Sgt.
	107	FTO		307	FTO		507	Ofc.
Wednesday	108	Ofc.		308	Ofc.		508	Ofc.
Thursday	109	Ofc.		309	Ofc.		509	
Friday	110	Ofc.		310	FTO	M	510	Ofc.
Saturday	111	Ofc.		311	Ofc.		511	Ofc.
0630 - 1630	200	Lt.	1600 - 0200	400	Lt.	2100 - 0700	600	Lt.
	221	Sgt.		421	Sgt.		621	Sgt.
Friday	201	Ofc.		401	Ofc.		601	Ofc.
Saturday	203			402	Ofc.		603	Ofc.
Sunday	204	Ofc.		403	Ofc.		604	Ofc.
Monday	205	Ofc.		405	Ofc.		605	Ofc.
	206	Ofc.		406	Ofc.		606	Ofc.
	212	Ofc.						
	215	Ofc.						
0730 - 1730	222	Sgt.	1700 - 0300	422	Sgt.	2200 - 0800		
				404	FTO		622	Sgt.
Saturday	207						607	Ofc.
Sunday	208	Ofc.		407	Ofc.		608	
Monday	209	Ofc.		408	Ofc.		610	Ofc.
Tuesday	210			409			611	Ofc.
	211	Ofc.		410	Ofc.		612	Ofc.
				411	Ofc.		609	Ofc.
0730 - 1530	114	Ofc.	Sun - Thu	303	Ofc.	Sun - Thu	512	Ofc.
Sun - Thu	115	Ofc.	1300- 2100	304	FTO	2400 - 0800	509	Ofc.
	118			314	Ofc.			
Sun - Thu	113	K9		312	Ofc.	Wed - Sat		
	140	DPW	Wed - Sat	315	K9		513	K9
	141	ACO		142	OEO			

EXHIBIT L

Criminal Investigation Division (CID) Detectives

The City of Portland and the Portland Police Benevolent Association (PBA) agree as follows in regard to the "on-call" status of detectives:

- 1) Twenty-four-hour investigative coverage by qualified personnel is essential whenever crimes occur which require an immediate investigation by Detectives.
- 2) When the services of a Detective(s) are required and there is insufficient CID staff on duty, the "on-call" Detective(s) will be notified and expected to respond as soon as possible.
- 3) Call-ins will be organized by a weekly schedule. Two (2) Detectives will be "on-call" every week starting Monday morning at 0700 hours and ending the following Monday morning at 0659 hours.
 - a) Trades or swaps are allowed but each Detective must be on-call for his/her share of the on-call duty on an annualized basis.
 - b) If a Detective is assigned to be on-call and he/she is unavailable for any reason, it is his/her responsibility to swap an-call weeks with an available Detective with the approval of the CID Lieutenant or his/her designee.
 - c) Detectives on military leave, sick leave or Family Medical Leave (FMC) will not be subject to the on-call schedule until their return.
 - d) During the Detective's on-call weeks they will not be eligible for overtime; however they will receive a mark in the overtime book **for every job that gets offered** during this period.
- 4) Within reason, Detectives who are on-call are not required to stay within any specific distance of the City and there are no restrictions on their use of off-duty time; however Detectives must comply with SOP # 10 section IV-A. 17.
- 5) Each Detective will be compensated with a lump sum of \$225.00 for the week that he/she is on-call.
- 6) When a Detective is called in to work during their on-call week, they will be paid in accordance with Article 5.9 of the PBA contract.

EXHIBIT M MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of July 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the implementation of a policy for body worn cameras and a pilot program for uniformed officers; and

WHEREAS, the PBA and the City have agreed to discuss matters related to the appropriate utilization of body worn cameras by PBA members; and

WHEREAS, a successful pilot program may result in the expansion of the use of body worn cameras by all sworn officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. The Chief of Police, in consultation with the PBA's Executive Board, will appoint a committee to initiate a pilot program to test the use of body worn cameras in the Patrol Division and to draft policies and procedures to govern the use of the cameras as standard issue equipment. The committee will be composed of various members of the department of different ranks and will include command staff members. The policies and procedures adopted by the department will also be provided to interested community groups to obtain public comment.

2. The goal of the committee is to identify the specific objectives behind the program, as well as, the anticipated benefits, costs, uses, and privacy impact of body worn cameras.

3. The parties acknowledge that body worn cameras shall be introduced incrementally, starting with the pilot program, and shall include the solicitation of feedback from the committee.

4. The parties acknowledge that both the implementation of the pilot project and the expanded policy or policies will address the terms and conditions set forth in the points below; and, further, that these terms and conditions shall not only be part of this MOA but shall also be part of any SOP that is enacted in the future by the department.

- Pre-event recording will be limited to no more than two (2) minutes of video. Pre-event audio recording will not occur.
- Body worn camera footage may be used in performance reviews but is not intended to replace the review of officer performance in the field.
- If body worn camera footage exists, discipline will not be dispensed solely on

EXHIBIT M (con't)

the basis of the body worn camera footage, but rather upon consideration of all relevant evidence collected during the Internal Affairs investigation; including video footage.

- Public access to body worn camera footage shall be governed by Maine law.
- Officers may review video footage during report preparation; except when ordered otherwise and/or in a situation involving the use of deadly force. In a situation involving the use of deadly force, an officer must obtain the express permission of a member of the Command staff to review video footage prior to report preparation.
- When a body worn camera is powered on, it is passively recording video; similar to the WatchGuard cruiser cameras in use by the department, as of the date of this agreement. Both audio and video are recorded only when the body worn camera is switched to active record mode. Body worn cameras shall not be completely powered off during an officer's shift for any reason. The body worn camera shall be stored in an officer's uniform pants cargo pocket during bathroom breaks and locker room visits. The uniform pants cargo pocket is the only acceptable means of storing a body worn camera while an officer is on-duty. Other potential recording situations, including, but not limited to, domestic violence safety planning and hospital visits, will be discussed in detail during future SOP committee meetings.

5. The PBA agrees that the implementation of both the pilot program and the anticipated expansion of the program to all sworn officers shall not require any further impact bargaining and shall not generate, require, or cause any additional wages, salaries, compensation, stipends, or specialty payments to be paid by the City to PBA members due to the introduction and use of body worn cameras.

This agreement contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA

EXHIBIT N

MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of November 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the continued examination and evaluation of the police department's investigation of citizen complaints regarding police personnel;

WHEREAS, the PBA and the City both have an interest in assuring that the investigation of citizen complaints is done in a fair, objective, thorough and timely manner;

WHEREAS, the PBA and the City recognize the importance of maintaining public confidence in the methods of investigation of citizen complaints about police officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. Except as noted below in Paragraph #2, the parties agree to the changes to Chapter 2, Article VI of the City of Portland Code of Ordinances recommended to City Manager Jon Jennings by the Police Citizen Review Subcommittee, in a memo dated January 11, 2017 (which memo is incorporated herein by reference.)
2. The parties hereto do not agree with the Subcommittee's recommendation to limit the PCRS member disqualifiers listed in section 2-49(a-b) to two years; instead, the parties hereto agree that the disqualifiers shall remain in effect for a period of ten (10) years.
3. The parties agree that the suggested changes to Section 2-76, Function and Duties of the ordinance are reasonable and fair and will result in the continued efficient and effective functioning of the subcommittee.
4. That the PBA agrees that the implementation of the ordinance changes recommended by the Police Citizen Review Subcommittee, other than the two year disqualification period, is a sensible approach to the subcommittee and community concerns and that the changes will not generate, require or cause any additional wages, salaries, compensation, stipends or specialty payments to be paid by the City to PBA members due to the amendment of Chapter 2, Article VI of the City of Portland Code of Ordinances.

This MOA contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA

EXHIBIT O

PBA/PORTLAND POLICE DEPARTMENT – RHSA

The City agrees to create a Retirement Health Savings Account (RHSA) for Members of the collective bargaining unit. The RHSA will contain the following provisions:

1. Employees shall not be eligible to participate in the RHSA until they have successfully completed their six-month probationary period.
2. A participant in the RHSA will contribute pre-tax dollars, via payroll deduction, to the RHSA, in the following amounts:
 - a. **Sick Leave Accrual Contribution** – In those instances where the employee's sick leave accrual at the end of the year (2021) reaches the number of hours designated below, the City agrees to contribute the monetary equivalent rate of compensation for the hours set forth below:

i. less than 400 hours	– 0 hours contributed
ii. 400 hours to 599 hours	– 20 hours contributed
iii. 600 hours to 799 hours	– 40 hours contributed
iv. 800 hours to 999 hours	– 60 hours contributed
v. 1000 hours to 1199 hours	– 80 hours contributed
vi. 1200 hours to maximum	-- 100 hours contributed
 - b. **Catch up Contributions** -- In the first year of the plan only, at the end of calendar year 2021, employees whose accruals eclipse the figures set forth above will be allowed to contribute "catch up" amounts as follows: Employees who reached 600 plus hours will be able to contribute 40 hours plus the 20 hours for the prior (400 hour) step. For employees with 800 plus hours, they will be able to contribute the 60 hours, plus the 40 hours plus the 20 hours for a total of 120 hours; and so on and so forth to the highest step.
 - c. **Completion of Service** – Upon completion of service with the Police Department, fifty percent (50%) of all employee's compensable time as set forth in the CBA for termination pay, shall be deposited by the City into the employee's RHSA at the then monetary equivalent rate of compensation. The other fifty percent (50%) shall be paid to the employee in cash.
3. A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment.

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 edtermine 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

(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
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		

**AMENDMENT 1 TO ORDER 84-21/22
PREPARED BY CORPORATION COUNSEL FOR COUNCILOR RAY
AND FOR COUNCILOR FOURNIER
RE: \$1,000,000 FOR THE RECUPERATIVE CARE PROGRAM**

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 an additional \$1,000,000 in American Rescue Plan Act Funding be appropriated for the Maine Medical Center, Greater Portland Health, and Preble Street Recuperative Care Program; 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.

AMENDMENT 2 TO ORDER 84-21/22
PREPARED BY CORPORATION COUNSEL FOR COUNCILOR RAY
RE: \$37,000 FOR LIBRARY HVAC

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 an additional \$37,000 in American Rescue Plan Act Funding be appropriated for a new HVAC system at the Portland Public Library, as shown in the attached Exhibit A; 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

(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
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.	\$97,000	Yes	Other
		<u>\$14,237,000</u>		

AMENDMENT 3 TO ORDER 84-21/22
PREPARED BY CORPORATION COUNSEL FOR COUNCILOR RAY
RE: \$600,000 FOR TWO ADDITIONAL PUBLIC RESTROOMS

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 an additional \$600,000 in American Rescue Plan Act Funding be appropriated to construct two new public restrooms; 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.	<u>\$1,200,000</u> <u>Amendment 3</u>	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 edtermine 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

(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
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.	<u>\$60,000</u>	Yes	Other
		\$14,800,000		

AMENDMENT 4 TO ORDER 84-21/22
PREPARED BY CORPORATION COUNSEL FOR COUNCILOR RAY
RE: \$250,000 FOR INCREASING THE TREE CANOPY

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 an additional \$250,000 of American Rescue Plan Act Funding is hereby appropriated to increase the tree canopy over the City of Portland; 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 Director of Finance is authorized, in his discretion, to reallocate available funding from within this appropriation to any other project listed on the ARPA First Tranche Funding Recommendations.

AMENDMENT 5 TO ORDER 84-21/22
PREPARED BY CORPORATION COUNSEL FOR MAYOR SNYDER
RE: DEFUND PUBLIC WORKS DEPARTMENT CONCORD STREET PROJECT
\$555,000 AND FUND \$565,000 FOR THE RECUPERATIVE CARE PROGRAM

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 the \$555,000 Concord Street Public Works Project is removed from the first phase of this funding and \$565,000 of American Rescue Plan Act Funding is hereby appropriated to pay for the Maine Health/Preble Street/Greater Portland Health Recuperative Care Program; 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 Director of Finance is authorized, in his discretion, to reallocate available funding from within this appropriation to any other project listed on the ARPA First Tranche Funding Recommendations.

EXHIBIT A

Finance Cmte Recommended (Order 84-21/22 on 11/1/21 agenda)			Proposed Amendment (KMS)		Change made	Notes:
Remaining Funds from Tranch 1	\$190,000.00		Remaining Funds from Tranch 1	\$180,000.00		
Total received	\$23,140,000.00		Total received	\$23,140,000.00		
Total allocated (below)	\$22,950,000.00		Total allocated (below)	\$22,960,000.00		
FY22 Budget allocation	\$8,750,000.00		FY22 Budget allocation	\$8,750,000.00		
Kiwanis	\$3,900,000.00		Kiwanis	\$3,900,000.00		
HSC	\$3,500,000.00		HSC	\$3,500,000.00		
Housing Programs and Funding Expansion	\$1,000,000.00		Housing Programs and Funding Expansion	\$1,000,000.00		
Public Health 39 Forest	\$750,000.00		Public Health 39 Forest	\$750,000.00		
Public Bathrooms	\$600,000.00		Public Bathrooms	\$600,000.00		
PWD - Concord Mains	\$555,000.00		PWD - Concord Mains	0	Minus \$555,000	Move investment to Tranche 2
Childcare	\$1,000,000.00		Childcare	\$1,000,000.00		
Amethyst Park	\$475,000.00		Amethyst Park	\$475,000.00		
HVAC Expo	\$475,000.00		HVAC Expo	\$475,000.00		
Econ Dev Programs	\$400,000.00		Econ Dev Programs	\$400,000.00		
PWD - sewer force main leak	\$400,000.00		PWD - sewer force main leak	\$400,000.00		
IT Pandemic	\$400,000.00		IT Pandemic	\$400,000.00		
Portland Pilots	\$300,000.00		Portland Pilots	\$300,000.00		
PPL Digital Divide	\$135,000.00		PPL Digital Divide	\$135,000.00		
Trash Receptacles	\$125,000.00		Trash Receptacles	\$125,000.00		
Behavioral Health Response	\$85,000.00		Behavioral Health Response	\$85,000.00		
Mental Health Crisis Training	\$40,000.00		Mental Health Crisis Training	\$40,000.00		
PPL - reimbursements	\$60,000.00		PPL - reimbursements	\$60,000.00		
			Maine Health/PS/GPH	\$565,000.00	Add \$565,000	

**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

(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 edtermine 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

(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
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		

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.

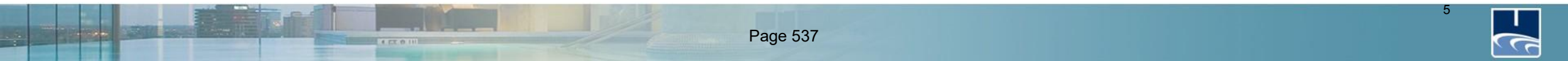


Kiwanis Community Pool
Portland, ME
Feasibility Study
January 16, 2020



Counsilman Hunsaker
AQUATICS FOR LIFE

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

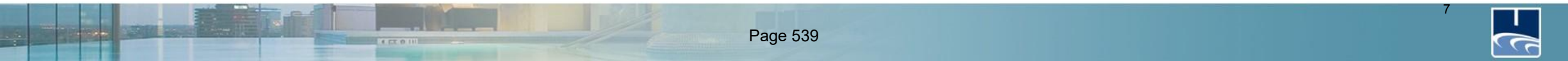


Operations & Business Plan

- 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, in a red banner, is the word "PORTLAND" in white. Below that, in large white letters on a dark blue background, is "KIWANIS POOL MEETING". Underneath that, in smaller white letters, is "@ 212 CANCO ROAD, SUITE A PORTLAND, ME". In the center, a large black silhouette of a pair of goggles is superimposed over the pool. Inside the left lens of the goggles, it says "THURSDAY, AUGUST 15TH" in white. Inside the right lens, it says "5:30 PM - 7:00 PM" in white. At the bottom, on a dark blue background, is the text "We're looking for:" followed by a list of activities: "-pool users", "-lesson parents", "-adult lap swimmers", "-aerobic swimmers", "-master swimmers", and "-open swim/parents". To the left of this list is a logo for "Counsilman-Hunsaker AQUATICS FOR LIFE" which includes a stylized blue and white graphic. At the very bottom, in white text, is the invitation: "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



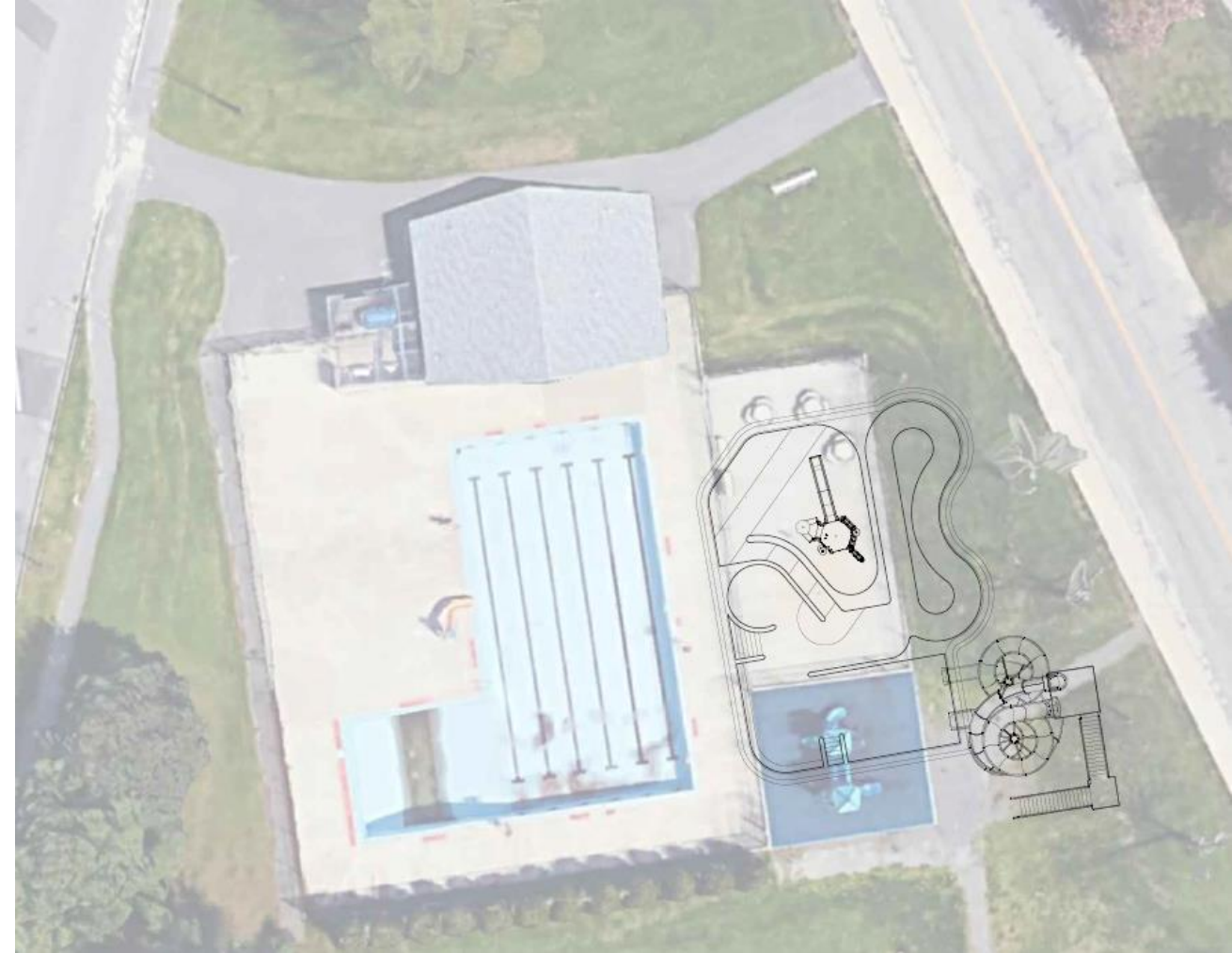
Revised Option 3

- 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



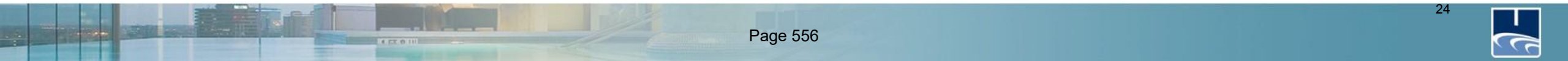
\$6.5M Option

\$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.

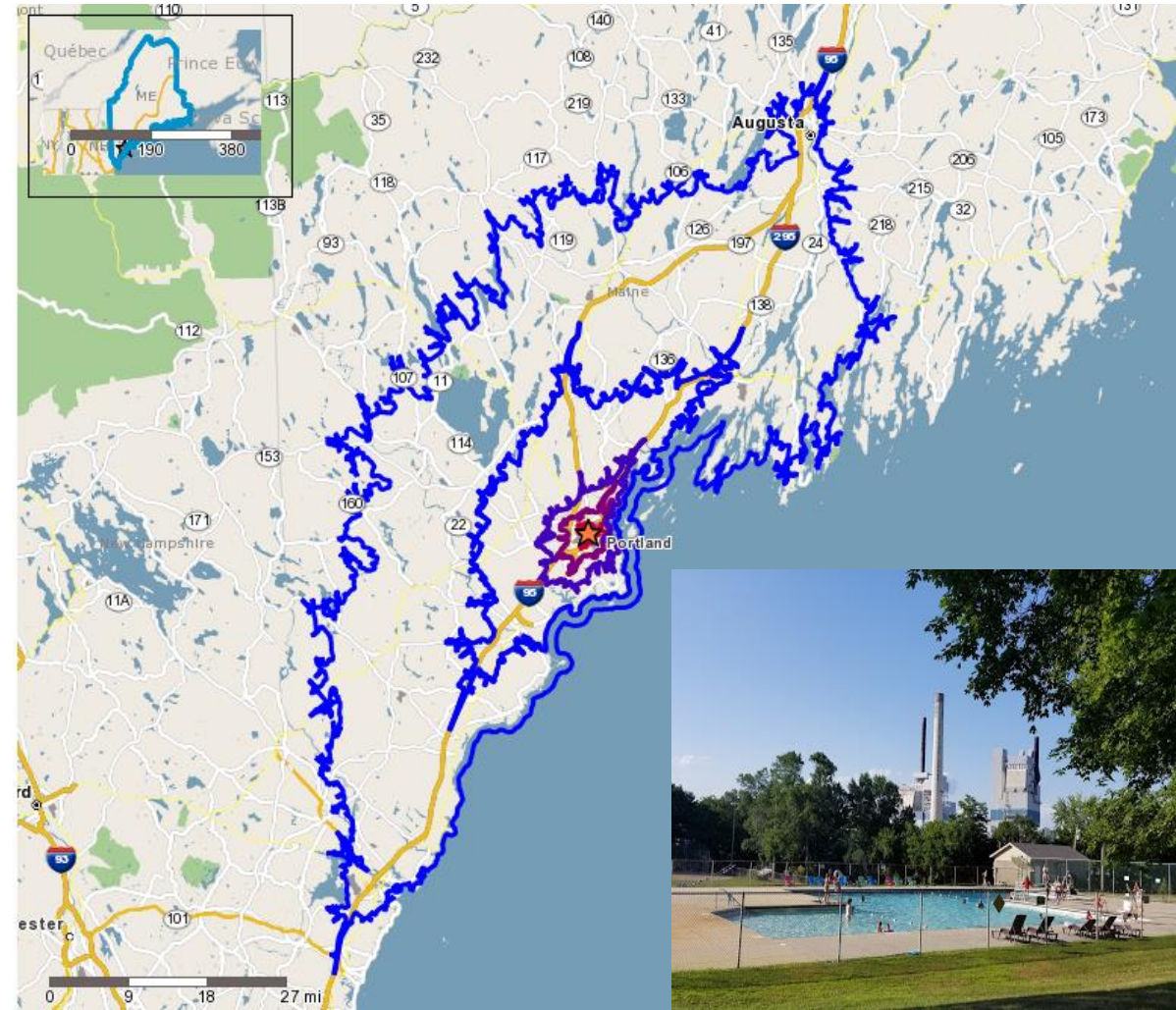


Operational Overview



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

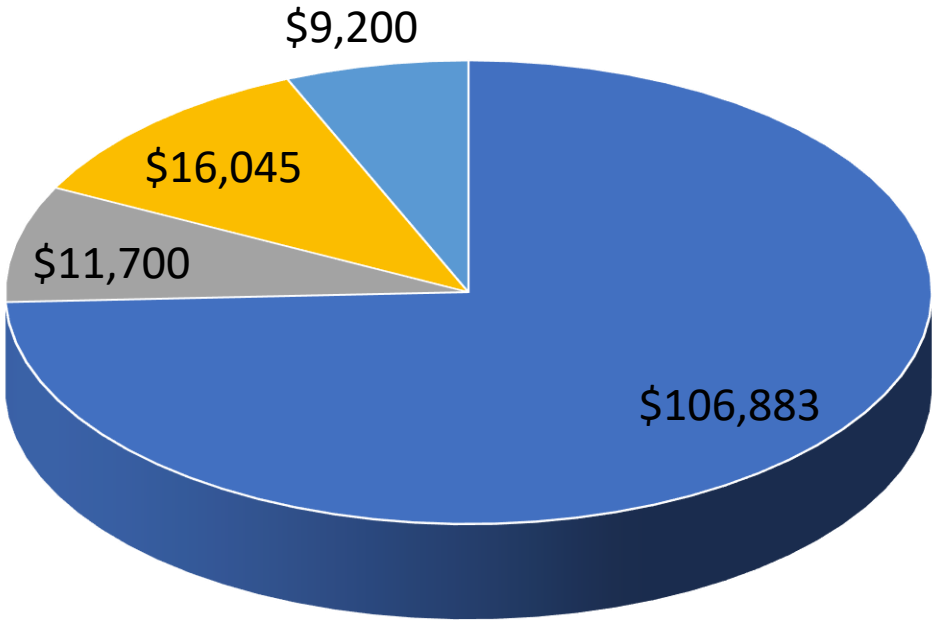
Direct Facility Expense Budget	
Option 3	
Facility Staff	
Full Time Employment	Not Included
Part-Time Management	\$5,184
Lifeguard Personel	\$92,759
Front Desk Personnel	\$3,672
Personnel Equipment Cost	\$1,075
Training	\$4,000
Total Labor	\$106,690
Direct Facility Expenses	
Insurance	\$38,787
Repair 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 part 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

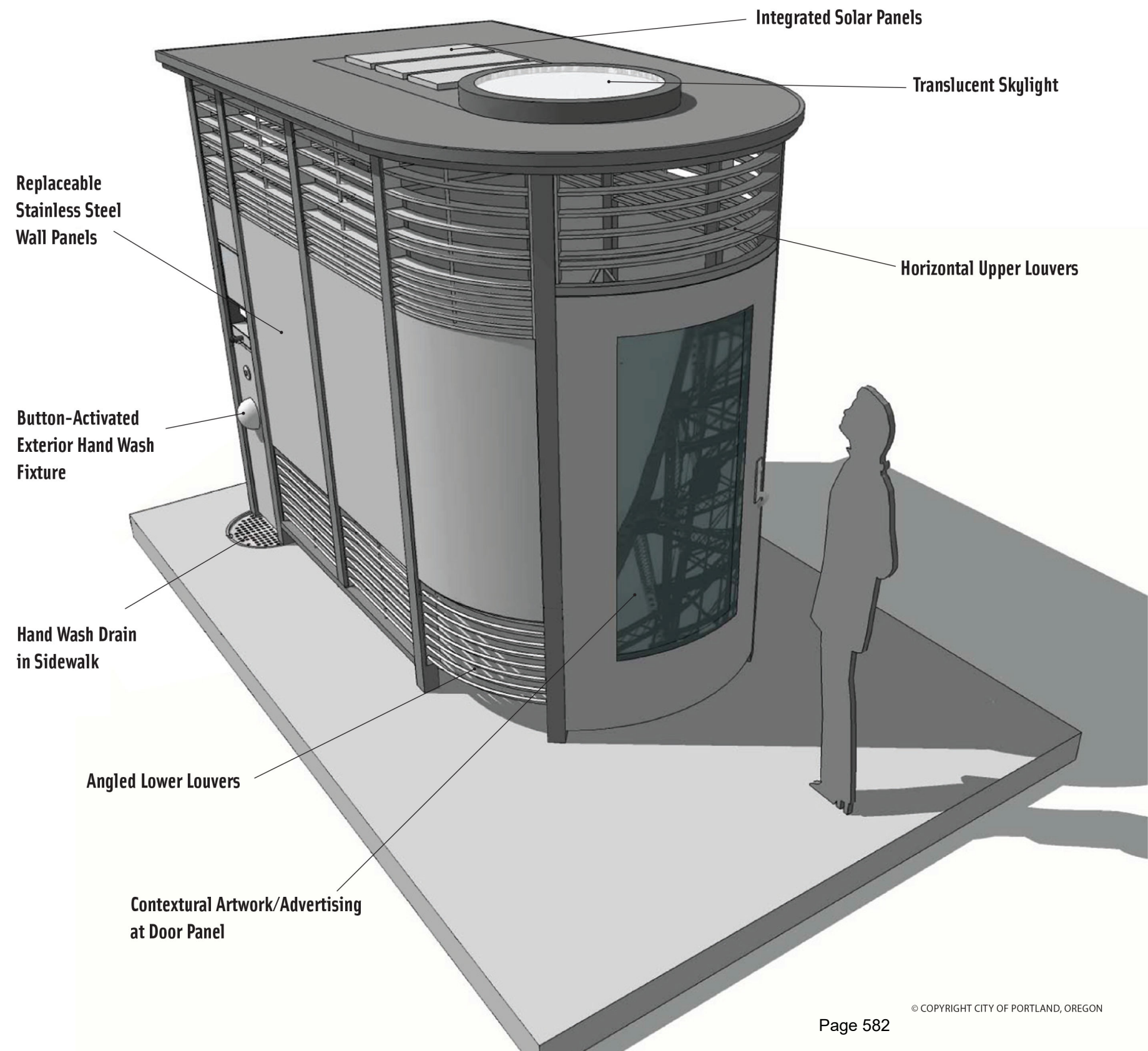
X _____

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

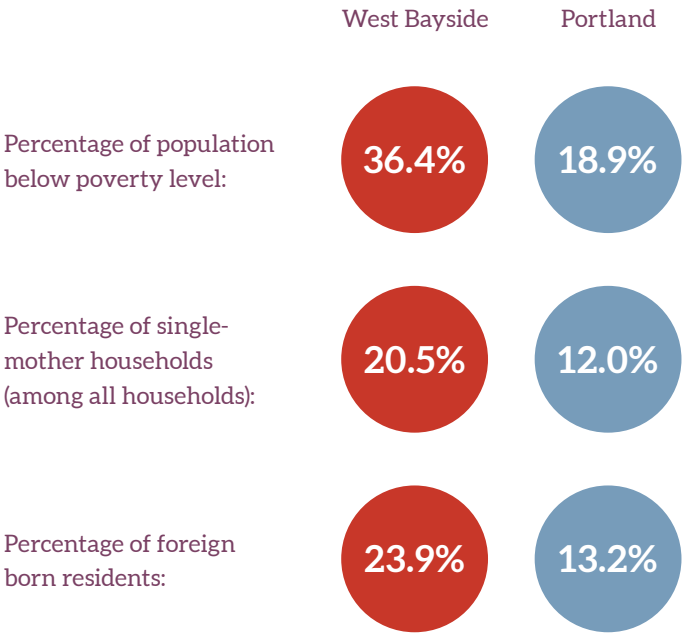
The future for not only our youth but the betterment of our community begins in the early formative years as we set the stage for reading comprehension, vocabulary and crucial social-emotional development. Staff meet training requirements for universal design, social emotional development, trauma informed 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

60%

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.

1/2

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 Stabilizing 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.

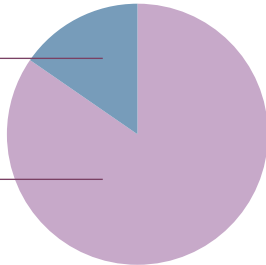


\$18.35 MILLION

COLLABORATIVE PROJECT:

\$2,952,000 for YFO facility space and programming expansion

\$15,400,000 million for 60 housing units



\$2.95 MILLION

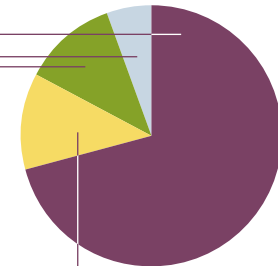
YFO CAMPAIGN:

\$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



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Portland Public Schools
Brenda Norris
Special Education Teacher, Retired

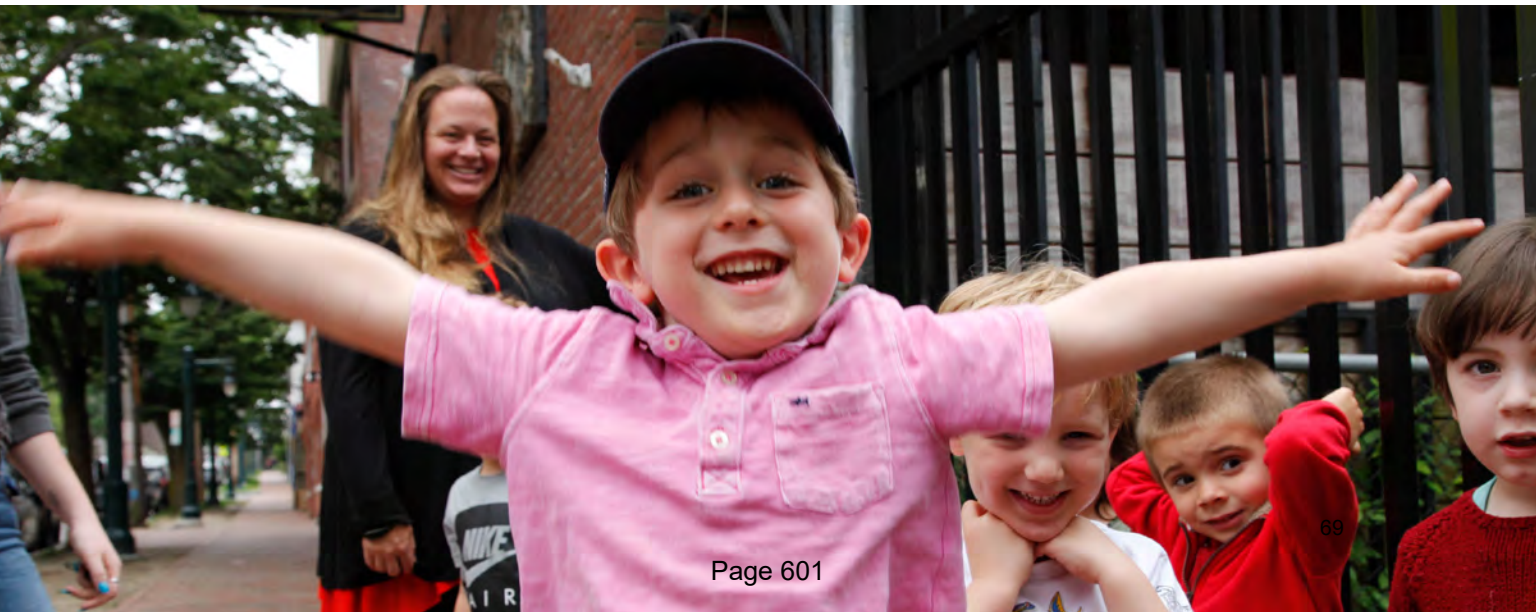
Elise Malongi
Portland Community Squash
Elizabeth Pope
The Davis Education Foundation
Elisabeth Snell
The Muskie Institute for Public Service

Campaign Co-Chairs
Michael Bourque
CEO, MEMIC
Nancy Brain
Frances Hollis Brain Foundation Fund
at the Maine Community Foundation

Campaign Advisory Council
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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.

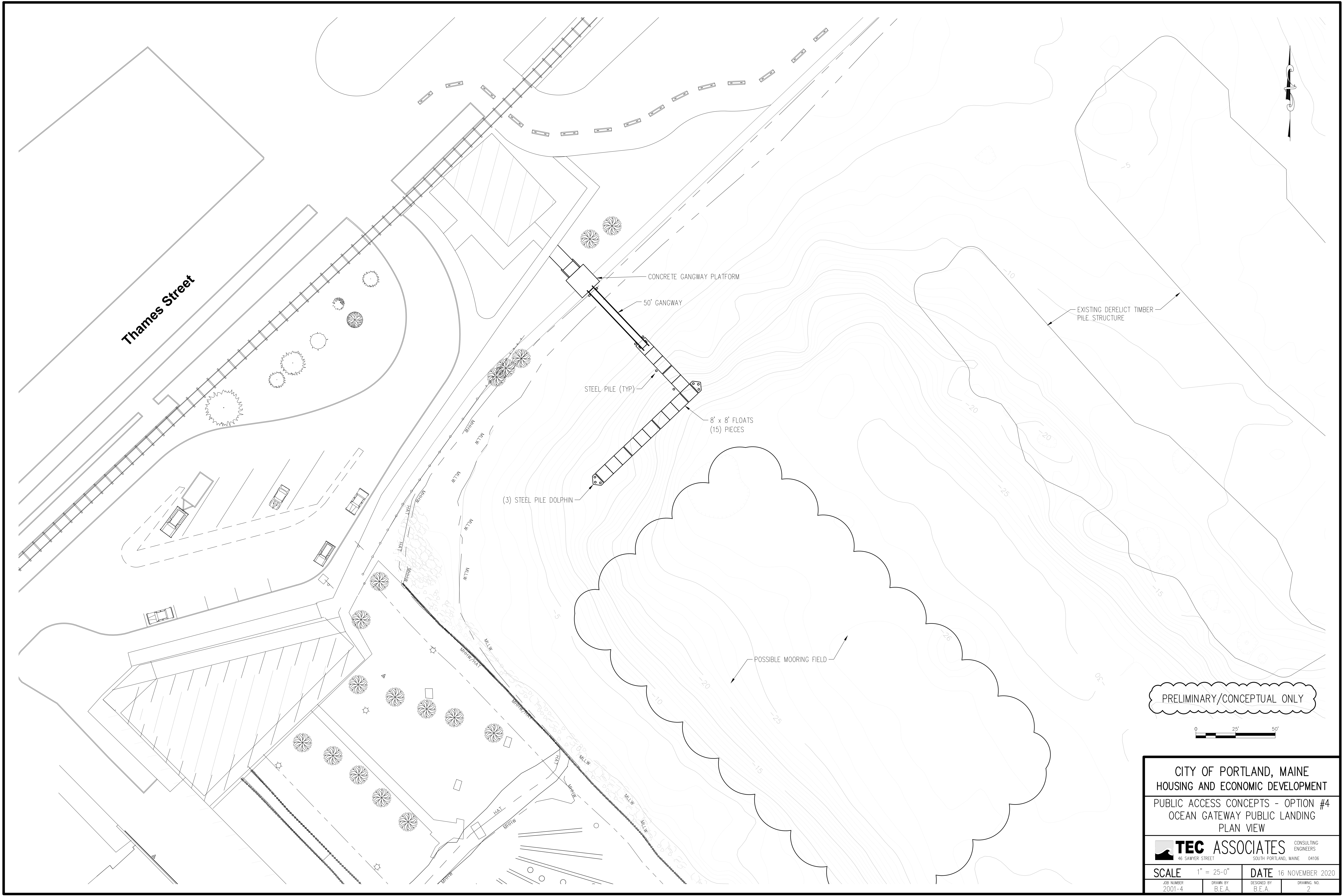
TIDAL DATA (ADJUSTED TO MLLW 0.00)

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'

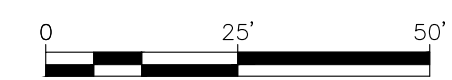
PRELIMINARY/CONCEPTUAL ONLY

CITY OF PORTLAND, MAINE
HOUSING AND ECONOMIC DEVELOPMENT
PUBLIC ACCESS CONCEPTS - OPTION #4
OCEAN GATEWAY PUBLIC LANDING
SITE PLAN AND BATHYMETRY

 TEC ASSOCIATES CONSULTING ENGINEERS 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



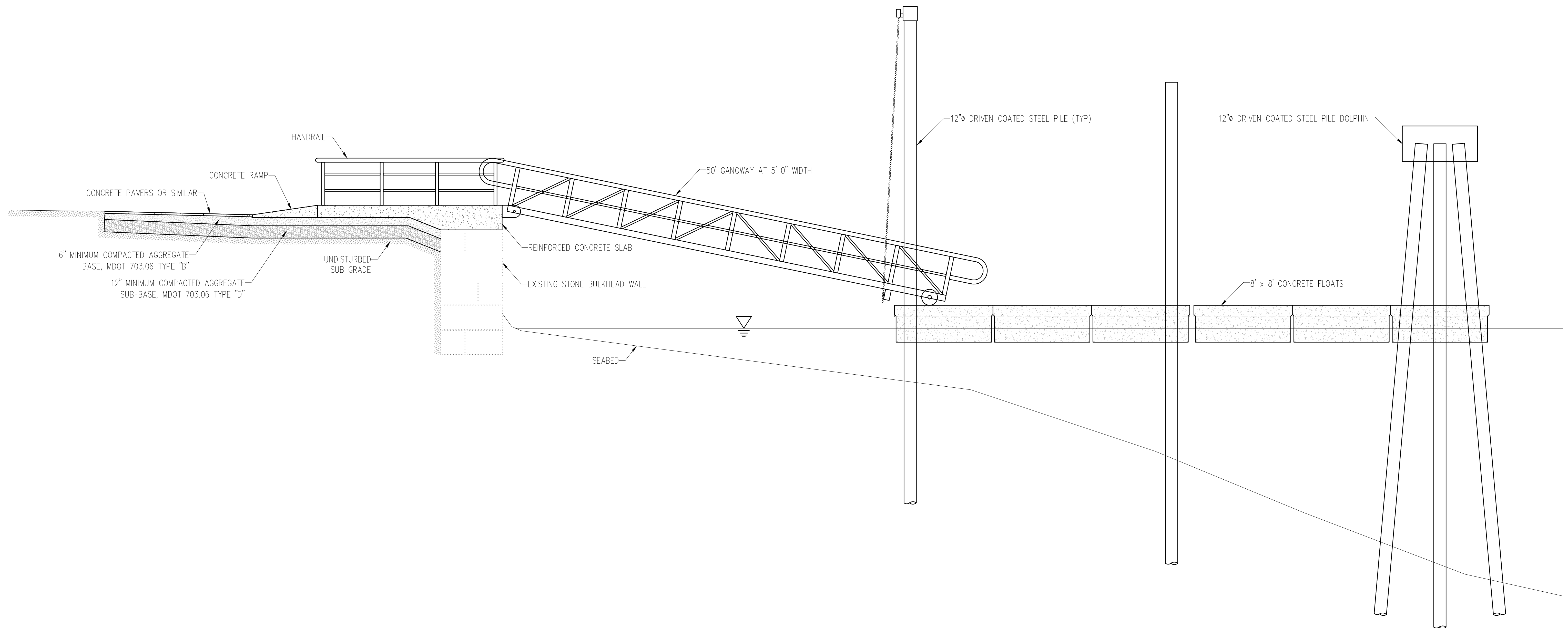
PRELIMINARY/CONCEPTUAL ONLY



CITY OF PORTLAND, MAINE
HOUSING AND ECONOMIC DEVELOPMENT
PUBLIC ACCESS CONCEPTS - OPTION #4
OCEAN GATEWAY PUBLIC LANDING
PLAN VIEW

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

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 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106		CONSULTING ENGINEERS	
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.

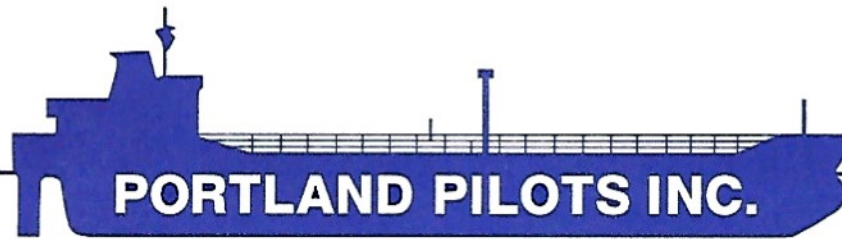
Summary of cruise ship income *prior* to COVID-19:

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 line extending from the end.

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.

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- 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
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- Retail - \$8,927

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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.



**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

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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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 1, 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 84-21.22 Public Comment as of 11.01.21

Prepared by:

Date: 11/01/2021

ARPA funds comment 0 views



Avery Yale Kamila <avery.kamila@gmail.com>

10:02 AM (3 hours ago)

to publiccomment@portlandmaine.gov

Dear Councilors,

Thank you for all your work to determine how best to spend the ARPA funding. I urge you to support:

- * Tree planting equity/parks & rec funding
- * Public bathrooms
- * The homeless services center
- * Housing
- * The Police Department's behavioral health program

Thank you for considering my comments.

Sincerely,
Avery

—

Avery Yale Kamila, AOLCP
Co-founder
Portland Protectors
PO Box 4242
Portland, ME 04101
207-780-0915
www.facebook.com/portlandprotectors

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 15
Re: EMERGENCY SHELTER LICENSE REQUIREMENTS**

**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 and a new Article IV. Is hereby added to read as follows:*

Sec. 15-12. Fees and expiration dates.

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:

Locatio n in Code	Description	Fee	Expiration Date
-------------------------	-------------	-----	--------------------

. . .

<u>Ch. 15,</u> <u>Art.</u> <u>IV.</u>	<u>Small Emergency</u> <u>Shelter (1-40 beds)</u>	<u>\$250.00</u>	<u>July 1</u>
	<u>Large Emergency</u> <u>Shelter (41+ beds)</u>	<u>\$500.00</u>	<u>July 1</u>

...

Sec. 15-44-46. Reserved.

ARTICLE IV.

15-47. Definitions.

Emergency Shelter: A facility providing temporary overnight shelter to individuals experiencing homelessness in a dormitory-style or per-bed arrangement.

15-48. Licensing Requirements.

(a) Chapter 15 to apply. Except as otherwise provided in this Article, the provisions of Chapter 15 shall apply to all licenses applied for and issued under this Article.

(b) Operating without a license is prohibited. No individual or entity may operate an emergency shelter within the City without first obtaining a license from the City, except that any emergency shelter in operation as of the effective date of this Article must apply for and receive a license within 90 days of the effective date.

(c) Burden of proof. The applicant for any license under this Article bears the burden of proving that all qualifications for licensure have been satisfied.

(d) Current information. Any applicant or licensee must keep all information disclosed in their application current and must notify the City of any change in information within ten business days of any such change.

(e) No vested rights. No person shall have any entitlement or vested right to a license under this Article, and operating an emergency shelter is a privilege and not a right in the City.

15-49. Licensing Authority

(a) All new license applications shall be reviewed by the City Council. After a public hearing, the Council shall grant, grant with conditions, or deny the license.

(b) Except as provided by Subsection (c) below, all renewal applications shall be reviewed by the Permitting and Inspections Department. The Permitting and Inspections Director shall grant, grant with conditions, or deny the license. Except that, at the request of the City Manager or designee, or at the request of any member of the City Council or the Mayor, a renewal application shall be reviewed by the City Council in accordance with Subsection (a) above.

(c) All renewals of shelter licenses held by the City of Portland shall be reviewed by the City Council in accordance with Subsection (a) above.

15-50. Review Procedures.

The following review procedures shall apply to both initial and renewal applications:

(a) Applications shall be made in writing using a form prepared by the City for the purpose and must include all information required by this Article and by the form. Applications shall be submitted to the Permitting and Inspections Department.

(b) If the Permitting and Inspections Department determines that a submitted application is not complete, they shall notify the applicant of the additional information required to process the application. If such additional information is not submitted within thirty (30) days of the Permitting and Inspections Department's request, the application may be denied administratively with no further action.

(c) Before the City Council issues its decision on an initial or renewal application, the Police Department, Fire Department, Permitting and Inspections Department, and the Health and Human Services Department shall review the application and recommend to the City Council whether to issue,

issue with conditions, or deny the license. The Departments shall review the application for the following standards:

- (1) Whether the shelter has complied with its approved operations and security plans;
- (2) Whether the operations and security plans are more likely than not to protect the public health, safety, and welfare;
- (3) Whether the operations and security plans are more likely than not to meet all performance standards and requirements in this Article; and
- (4) Whether there are any outstanding code violations at the shelter.

(d) In reviewing license applications, the City Departments and the City Council may consider the approval standards under this Article as well as other applicable local, state or federal laws and, for license renewals, the licensee's record of compliance with the same.

(e) Applications for renewal licenses shall be submitted at least thirty (30) days prior to expiration of the existing term. Any Licensee who fails to submit a renewal application by the applicable deadline shall not have authority to operate until a license is granted.

(f) The City Council shall have the authority to impose any conditions on a license that may be reasonably necessary to insure compliance with the requirements of this Article, to address concerns about operations, or to protect the health, safety, and welfare of the public. Failure of any Licensee to comply with such conditions shall be considered a violation of the license and this Article.

15-51. Application Submission Requirements

Each applicant for an Emergency Shelter license shall complete and file an application on the form provided by the

City, together with the applicable license fee as well as the following supporting materials:

(a) Attested copies of any articles of incorporation, bylaws, operating agreement, management plan, partnership agreement or articles of association that govern the entity that will own and/or operate the emergency shelter.

(b) A corporate supplement form that identifies all owners, officers, members, managers, partners, and/or board members of the Applicant, and their ownership interests, if applicable.

(c) A description of the population to be served by the shelter.

(d) A description of the premises for which the license is sought, including a floor plan of the premises.

(e) The name and contact information for a community relations liaison, who shall be responsible for receiving and responding to inquiries from, and reasonably addressing concerns raised by, members of the public and other individuals.

(f) The name and contact information for an emergency contact, who shall respond to all non-emergency contacts by the City within 72 hours of contact, and to any emergency contact by the City within two hours of contact.

(g) Whether the applicant has experience running a shelter in Portland or elsewhere and a description of that shelter, including size, location, and population served.

(h) An operations plan describing the following:

(1) The experience and qualifications of shelter management and staff, sufficient to demonstrate that the shelter can meet its obligations under this Article, including providing appropriate services to shelter guests;

- (2) How the shelter will meet the performance standards and other requirements of this Article;
- (3) Management responsibilities;
- (4) A process for effectively resolving neighborhood concerns;
- (5) Staffing;
- (6) Controls for resident behavior and noise levels; and
- (7) Security, safety and protective measures:
 - i. On-site surveillance;
 - ii. Provisions to provide access to recordings of exterior public ways by city staff upon request;
 - iii. Safety measures;
 - iv. Access restrictions;
 - v. Environmental design, engineering or procedural measures to reduce crime, loitering and disorder in and around the facility;
 - vi. Emergency and response protocols, including but not limited to:
 - a. Medical emergencies, including overdoses;
 - b. Intruder response;
 - c. Criminal trespass guidance;
 - d. Recovery of weapons;
 - e. Recovery of illicit drugs; and

f. Incidents involving violence, serious injuries or death;

(i) The most recent MaineHousing annual monitoring report shall be provided to the City with any renewal application; and

(j) A description of the strategies to be implemented to help residents utilize public transit, as required by 15-52(d).

15-52. Performance Standards

In order to obtain a license pursuant to this Article, the Licensee shall demonstrate to the City Council that the following requirements will be met, and must maintain compliance throughout their licensure.

The Licensee shall comply with all of the following standards:

(a) Display of License. The current License shall be displayed at all times in a conspicuous location within the Premises.

(b) On-Site Supervision. On-site supervision shall be required for any non-apartment style emergency shelter, whenever clients are present.

(c) Maine State Housing Authority Monitoring. Any Emergency Shelter shall participate in the MaineHousing monitoring program.

(d) Adequate access to and from METRO service shall be provided. The facility must implement strategies to help residents utilize public transit.

(e) The facility must provide indoor space to permit shelter guests day shelter.

(f) The facility must have centralized shelter operations on each level of the emergency shelter providing for sight lines to sleeping areas. However, a pre-existing emergency shelter, as defined in Section 15-56(a) below, shall not be required to

meet this requirement, so long as alternative measures are provided to ensure resident safety while sleeping. This requirement shall also not apply to apartment-style shelters.

(g) The facility must provide on-site services to support residents, such as case management, life skills training, counseling, employment and educational services, or other programs.

(h) Maximum Density of Beds. The total bed capacity for individual residents within emergency shelters in the City shall not exceed 300 beds within a 1 mile radius. Distance shall be measured between property lines of the emergency shelters in a straight line.

(i) Proximity to Other Facilities. There shall be a 1,000-foot buffer between emergency shelters. Distance shall be measured from the nearest property line of each shelter in a straight line.

(j) Monitoring Reports. Each shelter shall quarterly file a management report with the Department of Health and Human Services, which shall share the report with the other responsible City agencies, including the Police Department. The report shall contain, at a minimum, the following information:

- (1) Number of unique individuals served at the shelter;
- (2) Total number of bednights accessed at the shelter;
- (3) Number of intakes during that reporting period;
- (4) Total number of individuals who had previously been unsheltered and staying outside in Portland;
- (5) Total number of individuals who are defined as having long time stayer status;
- (6) The average length of stay;

- (7) Number of housing placements;
- (8) Record of neighborhood concerns and resolutions;
- (9) Summary of meetings with individual neighbors, neighborhood associations and businesses;
- (10) Number of Criminal Trespass Orders ("CTO") issued, the reasons for those CTOs, the length of those CTOs, and whether the person issued the CTO has been issued a CTO previously;
- (11) Record of police calls for service related to mental health, substance use, crime or other reasons and outcomes; and
- (12) Any additional information requested by the Department of Health and Human Services.

(k) Shelter management will meet with and communicate monthly with neighbors and other stakeholders, that will include the Police Chief or designee, to prevent and/or respond proactively to public safety and quality of life concerns.

15-53. Review Process for Domestic Violence Shelters

(a) Due to the need for confidentiality for safety reasons, a shelter serving solely survivors of domestic violence may request a waiver of any of the provisions of this Article that may jeopardize the confidentiality of the shelter, including, but not limited to, the following:

- (1) The requirement to provide a description of the premises for which the license is sought, including a floor plan of the premises;
- (2) The limitations on the number of beds; and
- (3) The limitation on the distance between shelters.

(b) A shelter applying for this exemption must provide its request for a waiver in writing, including the reasons why a waiver is required, and how the shelter will ensure that the public health, safety, and welfare will not be negatively impacted by that waiver.

(c) At its sole discretion, the City Council may grant a requested waiver if it finds that the waiver is required to protect the confidentiality and safety of the shelter and its guests and that the public health, safety, and welfare will not be negatively impacted by the waiver.

15.54. Enforcement and Penalties

(a) This Article shall be enforced by the City Manager's designee(s).

(b) Any municipal official with authority to enforce this or other municipal ordinances regulating Emergency Shelters shall have authority to enter the premises of an Applicant or Licensee without notice to make inspection reasonably necessary to ensure compliance with this Article, the applicant or licensee's application or license, or other applicable provisions of the City Code.

(c) Upon finding a violation of this Article, of an application, license or permit, or of any other provision of the City Code, the inspecting municipal official shall issue a notice of violation and provide a reasonable opportunity to correct that violation before issuing civil penalties, taking action to suspend or revoke a licensee's license, or taking court action against the licensee. However, there shall be an exception to this requirement where a violation poses an imminent threat to health or safety, or if the violation is a repeat violation.

(d) Each day that a violation of this Article exists shall be a civil violation subject to civil penalties. Each violation of this Article shall be subject to civil penalties in the minimum amount of \$100 and the maximum amount of \$2,500 per day that the violation has existed. However, the maximum amount of

civil penalties may be increased where: (i) There has been a previous violation or judgment against the same party within the past two years for a violation of this Article, except that the maximum civil penalties may not exceed \$25,000 per day; or (ii) The economic benefit resulting from the violation exceeds the applicable penalties, except that the maximum civil penalty may not exceed an amount equal to twice the economic benefit resulting from the violation.

(e) The City Manager or his or her designee is authorized to cause to be instituted by the corporation counsel, in the name of the City, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Article.

(f) If the City is the prevailing party in any legal action to enforce this Article, the municipality must be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust.

15-55. Appeals.

(a) Appeals of the suspension or revocation of a license, or of a notice of violation issued pursuant to this Article, shall be to the City Manager within 30 days .

(b) Appeals from the grant or denial of a license by the City Council shall be taken to Superior Court.

(c) Appeals from the grant or denial of a renewal license by the Permitting and Inspections Department shall be taken to the City Council within 30 days of the decision.

15-56. Pre-existing Emergency Shelters

(a) For purposes of this Section, "pre-existing emergency shelter" shall mean (i) an emergency shelter that, as of January 31, 2021, is lawfully operating with all required permits and approvals; (ii) an emergency shelter that, as of January 31, 2021, has received conditional use approval that has not expired, or

(iii) the consolidation of the operations of the Joe Kreisler Teen Shelter at 38 Preble Street and the Preble Street Teen Center at 343 Cumberland into one 24/7 emergency shelter facility for teens at 343 Cumberland Avenue provided that there is no expansion of the number of individuals served or beds currently provided between the two existing locations.

(b) Pre-existing emergency shelters shall comply with all of the requirements of this Article, except as provided in this section.

(c) Applicability of bed density requirements in Sec. 15-52(h) :

(1) A pre-existing emergency shelter's inability to meet the maximum density of beds requirement in Sec. 15-52(h), shall not operate to disqualify that pre-existing emergency shelter from obtaining a license.

(2) However, any expansion of a pre-existing emergency shelter shall be required to meet the maximum density of beds requirement in Sec. 15-52(h).

(3) The number of beds at any pre-existing emergency shelter shall still be counted for purposes of determining whether any proposed new shelter is eligible for licensure.

(d) Applicability of proximity requirements in Sec. 15-52(i) :

(1) A pre-existing emergency shelter's inability to meet the proximity to other facilities requirement in Sec. 15-52(i), shall not operate to disqualify that pre-existing emergency shelter from obtaining a license.

(2) However, a pre-existing emergency shelter may not expand unless it meets the proximity to other facilities requirement in Sec. 15-52(i).

(3) Any new emergency shelter must still meet the proximity to other facilities requirement in Sec. 15-52(i) with respect to any pre-existing emergency shelter.

(e) Applicability of indoor space performance standards in Sec. 15-52(e):

(1) A pre-existing emergency shelter is not required to provide indoor space as required in Sec. 15-52(e) if it did not have such indoor space at the time of original approval.

(2) However, if there is any expansion of a pre-existing emergency shelter, that emergency shelter shall be required to add indoor space sufficient to meet the requirements of Sec. 15-52(e).

15-57. Severability

The provisions of this Article are severable, and if any provision shall be declared to be invalid or void, the remaining provisions shall not be affected and shall remain in full force and effect.

15-58. Reasonable Modifications

The City of Portland may make reasonable modifications to the requirements of this Article to accommodate the needs of persons with disabilities as defined in Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

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
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. . .

XXX	Small Emergency Shelter (1-40 beds)	\$250.00	July 1
	Large Emergency Shelter (41+ beds)	\$500.00	July 1

[NEW ARTICLE]

[NEW SECTION]. Definitions.

Emergency Shelter: A facility providing temporary overnight shelter to individuals experiencing homelessness in a dormitory-style or per-bed arrangement.

[NEW SECTION]. Licensing Requirements.

- (a) Chapter 15 to apply. Except as otherwise provided in this Article, the provisions of Chapter 15 shall apply to all licenses applied for and issued under this Article.
- (b) Operating without a license is prohibited. No individual or entity may operate an emergency shelter within the City without first obtaining a license from the City, except that any emergency shelter in operation as of the effective date of this Article must apply for and receive a license within 90 days of the effective date.
- (c) Burden of proof. The applicant for any license under this Article bears the burden of proving that all qualifications for licensure have been satisfied.
- (d) Current information. Any applicant or licensee must keep all information disclosed in their application current and must notify the City of any change in information within ten business days of any such change.

- (e) No vested rights. No person shall have any entitlement or vested right to a license under this Article, and operating an emergency shelter is a privilege and not a right in the City.

[NEW SECTION]. Licensing Authority

- (a) All new license applications shall be reviewed by the City Council. After a public hearing, the Council shall grant, grant with conditions, or deny the license.
- (b) Except as provided by Subsection (c) below, all renewal applications shall be reviewed by the Permitting and Inspections Department. The Permitting and Inspections Director shall grant, grant with conditions, or deny the license. Except that, at the request of the City Manager or designee, or at the request of any member of the City Council or the Mayor, a renewal application shall be reviewed by the City Council in accordance with Subsection (a) above..
- (c) All renewals of shelter licenses held by the City of Portland shall be reviewed by the City Council in accordance with Subsection (a) above.

[NEW SECTION]. Review Procedures.

The following review procedures shall apply to both initial and renewal applications:

- (a) Applications shall be made in writing using a form prepared by the City for the purpose and must include all information required by this Ordinance and by the form. Applications shall be submitted to the Permitting and Inspections Department.
- (b) If the Permitting and Inspections Department determines that a submitted application is not complete, he or she shall notify the applicant of the additional information required to process the application. If such additional information is not submitted within thirty (30) days of the Permitting and Inspections Department's request, the application may be denied administratively with no further action.
- (c) Before the City Council issues its decision on an initial or renewal application, the Police Department, Fire Department, Permitting and Inspections Department, and the Health and Human Services Department shall review the application and recommend to the City Council whether to issue, issue with conditions, or deny the license. The Departments shall review the application for the following standards:
 - (i) Whether the shelter has complied with its approved operations and security plans.

- (ii) Whether the operations and security plans are more likely than not to protect the public health, safety, and welfare.
 - (iii) Whether the operations and security plans are more likely than not to meet all performance standards and requirements in this ordinance.
 - (iv) Whether there are any outstanding Code violations at the shelter.
- (d) In reviewing license applications, the City Departments and the City Council may consider the approval standards under this Ordinance as well as other applicable local, state or federal laws and, for license renewals, the Licensee's record of compliance with the same.
- (e) Applications for renewal licenses shall be submitted at least thirty (30) days prior to expiration of the existing term. Any Licensee who fails to submit a renewal application by the applicable deadline shall not have authority to operate until a license is granted.
- (f) The City Council shall have the authority to impose any conditions on a license that may be reasonably necessary to insure compliance with the requirements of this Ordinance, to address concerns about operations, or to protect the health, safety, and welfare of the public. Failure of any Licensee to comply with such conditions shall be considered a violation of the license and this Ordinance.

[NEW SECTION]. Application Submission Requirements

Each applicant for a Emergency Shelter license shall complete and file an application on the form provided by the City, together with the applicable license fee as well as the following supporting materials:

- (a) Attested copies of any articles of incorporation, bylaws, operating agreement, management plan, partnership agreement or articles of association that govern the entity that will own and/or operate the emergency shelter.
- (b) A corporate supplement form that identifies all owners, officers, members, managers, partners, and/or board members of the Applicant, and their ownership interests, if applicable.
- (c) A description of the population to be served by the shelter.
- (d) A description of the premises for which the license is sought, including a floor plan of the premises.

- (e) The name and contact information for a community relations liaison, who shall be responsible for receiving and responding to inquiries from, and reasonably addressing concerns raised by, members of the public and other individuals.
- (f) The name and contact information for an emergency contact, who shall respond to all non-emergency contacts by the City within 72 hours of contact, and to any emergency contact by the City within two hours of contact.
- (g) Whether the applicant has experience running a shelter in Portland or elsewhere and a description of that shelter, including size, location, and population served.
- (h) An operations plan describing the following:
 - (i) The experience and qualifications of shelter management and staff, sufficient to demonstrate that the shelter can meet its obligations under this ordinance, including providing appropriate services to shelter guests;
 - (ii) How the shelter will meet the performance standards and other requirements of this ordinance;
 - (iii) Management responsibilities;
 - (iv) A process for effectively resolving neighborhood concerns;
 - (v) Staffing;
 - (vi) Controls for resident behavior and noise levels;
 - (vii) Security, safety and protective measures:
 - (1) On-site surveillance;
 - (2) Provisions to provide access to recordings of exterior public ways by city staff upon request;
 - (3) Safety measures;
 - (4) Access restrictions;
 - (5) Environmental design, engineering or procedural measures to reduce crime, loitering and disorder in and around the facility;
 - (6) Emergency and response protocols, including but not limited to:

- a) Medical emergencies, including overdoses;
 - b) Intruder response;
 - c) Criminal trespass guidance;
 - d) Recovery of weapons;
 - e) Recovery of illicit drugs;
 - f) Incidents involving violence, serious injuries or death;
- (i) The most recent MaineHousing annual monitoring report shall be provided to the City with any renewal application; and
 - (j) A description of the strategies to be implemented to help residents utilize public transit, as required by [Section] (d).

[NEW SECTION]. Performance Standards

In order to obtain a license pursuant to this Ordinance, the Licensee shall demonstrate to the City Council that the following requirements will be met, and must maintain compliance throughout their licensure

The Licensee shall comply with all of the following standards.

- (a) Display of License. The current License shall be displayed at all times in a conspicuous location within the Premises.
- (b) On-Site Supervision. On-site supervision shall be required for any non-apartment style emergency shelter, whenever clients are present.
- (c) Maine State Housing Authority Monitoring. Any Emergency Shelter shall participate in the MaineHousing monitoring program.
- (d) Adequate access to and from METRO service shall be provided. The facility must implement strategies to help residents utilize public transit;
- (e) The facility must provide indoor space to permit shelter guests day shelter.
- (f) The facility must have centralized shelter operations on each level of the emergency shelter providing for sight lines to sleeping areas. However, a pre-existing shelter, as defined in [SECTION] below, shall not be required to meet this requirement, so long as alternative measures are provided to ensure resident safety while sleeping. This requirements shall also not apply to apartment-style shelters.

- (g) The facility must provide on-site services to support residents, such as case management, life skills training, counseling, employment and educational services, or other programs.
- (h) Maximum Density of Beds. The total bed capacity for individual residents within emergency shelters in the City shall not exceed 300 beds within an 1 mile radius. Distance shall be measured between property lines of the emergency shelters.
- (i) Proximity to Other Facilities. There shall be a 1,000 ft buffer between emergency shelters. Distance shall be measured from the nearest property line of each shelter in a straight line.
- (j) Monitoring Reports. Each shelter shall quarterly file a management report with the Department of Health and Human Services, which shall share the report with the other responsible City agencies, including the Police Department. The report shall contain, at a minimum, the following information:
 - (i) Number of unique individuals served at the shelter
 - (ii) Total number of bednights accessed at the shelter
 - (iii) Number of intakes during that reporting period
 - (iv) Total number of individuals who had previously been unsheltered and staying outside in Portland
 - (v) Total number of individuals who are defined as having long time stayer status
 - (vi) The average length of stay
 - (vii) Number of housing placements
 - (viii) Record of neighborhood concerns and resolutions
 - (ix) Summary of meetings with individual neighbors, neighborhood associations and businesses
 - (x) Number of Criminal Trespass Orders (“CTO”) issued, the reasons for those CTOs, the length of those CTOs, and whether the person issued the CTO has been issued a CTO previously
 - (xi) Record of police calls for service related to mental health, substance use, crime or other reasons and outcomes
 - (xii) Any additional information requested by the Department of Health and Human Services.
- (k) Shelter management will meet with and communicate monthly with neighbors and other stakeholders, that will include the Police Chief or designee, to prevent and/or respond proactively to public safety and quality of life concerns.

[NEW SECTION] Review Process for Domestic Violence Shelters

- (a) Due to the need for confidentiality for safety reasons, a shelter serving solely survivors of domestic violence may request a waiver of any of the provisions of this ordinance that may jeopardize the confidentiality of the shelter, including, but not limited to the following:
 - (i) The requirement to provide a description of the premises for which the license is sought, including a floor plan of the premises.
 - (ii) The limitations on the number of beds.
 - (iii) The limitation on the distance between shelters.
- (b) A shelter applying for this exemption must provide its request for a waiver in writing, including the reasons why a waiver is required, and how the shelter will ensure that the public health, safety, and welfare will not be negatively impacted by that waiver.
- (c) At its sole discretion, the City Council may grant a requested waiver if it finds that the waiver is required to protect the confidentiality and safety of the shelter and its guests; and that the public health, safety, and welfare will not be negatively impacted by the waiver.

[NEW SECTION] Enforcement and Penalties

- (a) This Chapter shall be enforced by the City Manager's designee(s).
- (b) Any municipal official with authority to enforce this or other municipal ordinances regulating Emergency Shelters shall have authority to enter the premises of an Applicant or Licensee without notice to make inspection reasonably necessary to ensure compliance with this Article, the applicant or licensee's application or license, or other applicable provisions of the City Code.
- (c) Upon finding a violation of this Article, of an application, license or permit, or of any other provision of the City Code, the inspecting municipal official shall issue a notice of violation and provide a reasonable opportunity to correct that violation before issuing civil penalties, taking action to suspend or revoke a licensee's license, or taking court action against the licensee. However, there shall be an exception to this requirement where a violation poses an imminent threat to health or safety, or if the violation is a repeat violation.

- (d) Each day that a violation of this Chapter exists shall be a civil violation subject to civil penalties. Each violation of this Chapter shall be subject to civil penalties in the minimum amount of \$100 and the maximum amount of \$2,500 per day that the violation has existed. However, the maximum amount of civil penalties may be increased where: (i) There has been a previous violation or judgment against the same party within the past two years for a violation of this Article, except that the maximum civil penalties may not exceed \$25,000 per day; or (ii) The economic benefit resulting from the violation exceeds the applicable penalties, except that the maximum civil penalty may not exceed an amount equal to twice the economic benefit resulting from the violation.
- (e) The City Manager or his/her designee is authorized to cause to be instituted by the corporation counsel, in the name of the City, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Chapter.
- (f) If the City is the prevailing party in any legal action to enforce this chapter, the municipality must be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust.

[NEW SECTION]. Appeals

- (a) Appeals of the suspension or revocation of a license, or of a notice of violation issued pursuant to this Article, shall be to the City Manager pursuant to Sec. 15-9.
- (b) Appeals from the grant or denial of a license by the City Council shall be taken to Superior Court.
- (c) Appeals from the grant or denial of a renewal license by the Permitting and Inspections Department shall be taken to the City Council within 30 days of the decision.

[NEW SECTION]. Pre-existing Shelters

- (a) For purposes of this Section, “pre-existing emergency shelter” shall mean (i) an emergency shelter that, as of January 31, 2021, is lawfully operating with all required permits and approvals; (ii) an emergency shelter that, as of January 31, 2021, has received conditional use approval that has not expired, or (iii) the consolidation of the operations of the Joe Kreisler Teen Shelter at 38 Preble Street and the Preble Street Teen Center at 343 Cumberland into one 24/7 emergency shelter facility for teens at 343 Cumberland Avenue provided that there is no

expansion of the number of individuals served or beds currently provided between the two existing locations.

(b) Pre-existing emergency shelters shall comply with all of the requirements of this ordinance, except as provided in this section.

(c) Applicability of bed density requirements in [SECTION] (g):

- (i) A pre-existing emergency shelter's inability to meet the maximum density of beds requirement in [SECTION] (g), shall not operate to disqualify that pre-existing emergency shelter from obtaining a license.
- (ii) However, any expansion of a pre-existing emergency shelter shall be required to meet the maximum density of beds requirement in [SECTION] (g).
- (iii) The number of beds at any pre-existing emergency shelter shall still be counted for purposes of determining whether any proposed new shelter is eligible for licensure.

(d) Applicability of proximity requirements in [SECTION] (h):

- (i) A pre-existing emergency shelter's inability to meet the proximity to **other facilities requirement in [SECTION] (h)**, shall not operate to disqualify that pre-existing emergency shelter from obtaining a license.
- (ii) However, a pre-existing emergency shelter may not expand unless it meets the proximity to other facilities requirement in [SECTION] (h).
- (iii) Any new emergency shelter must still meet the proximity to other facilities requirement in [SECTION] (h) with respect to any pre-existing emergency shelter.

(e) Applicability of indoor space performance standards in [SECTION] (e):

- (i) A pre-existing emergency shelter is not required to provide indoor space as required in [SECTION] (e) if it did not have such indoor space at the time of original approval.
- (ii) However, if there is any expansion of a pre-existing emergency shelter, that emergency shelter shall be required to add indoor space sufficient to meet the requirements of [SECTION] (e).

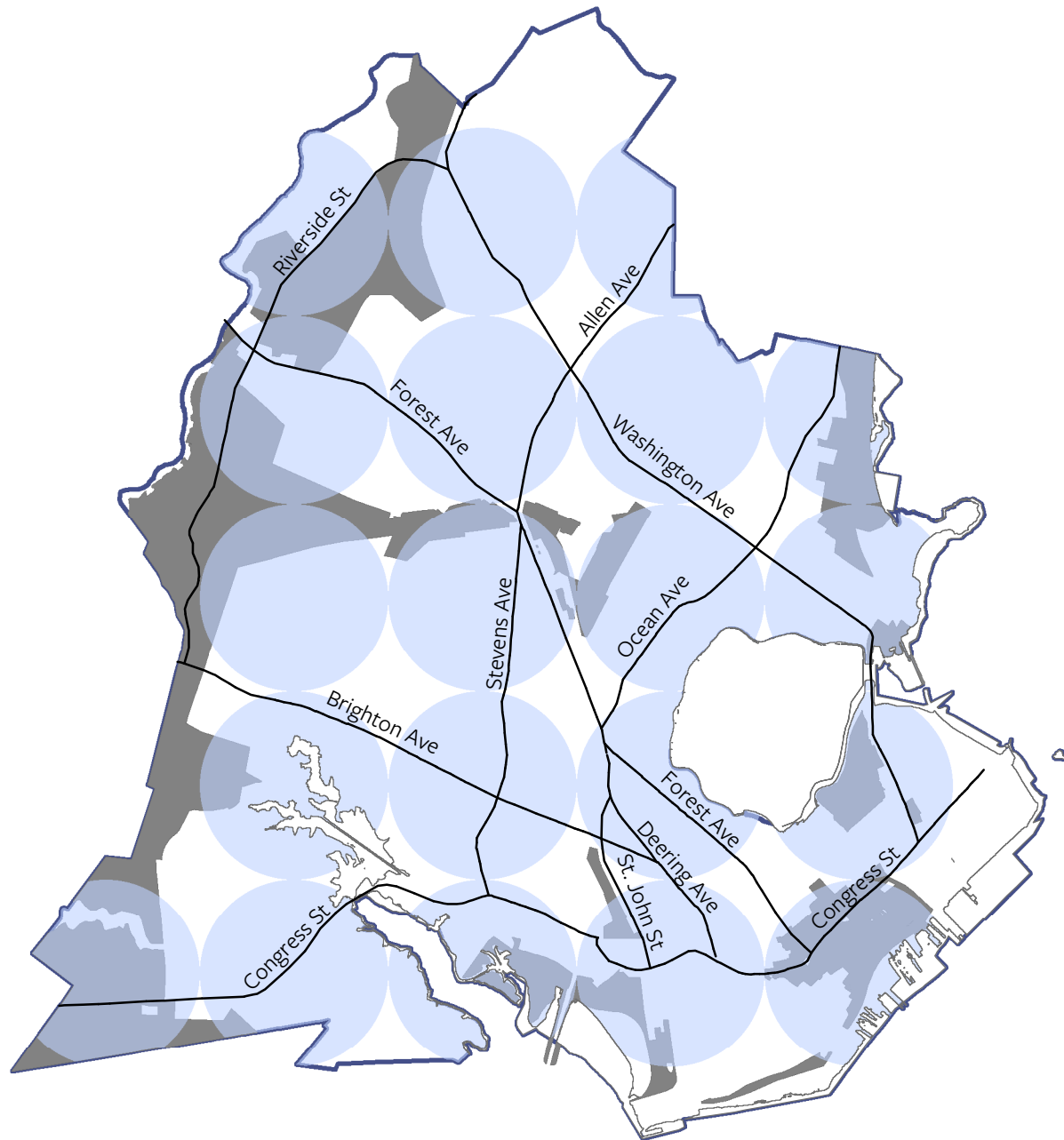
[NEW SECTION]. Severability

The provisions of this Ordinance are severable, and if any provision shall be declared to be invalid or void, the remaining provisions shall not be affected and shall remain in full force and effect.

[NEW SECTION]. Reasonable Modifications

The City of Portland may make reasonable modifications to the requirements of this Article to accommodate the needs of persons with disabilities as defined in Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Shelter Spacing (1 Mile)



1/2 Mile Buffer

Zones with Emergency Shelter Conditional Use

City Boundary

0 0.5 1 2 Miles



Health & Human Services Department
Kristen Dow, Director

-

MEMORANDUM

To: Members of the Health & Human Services & Public Safety Committee

From: Kristen Dow, Director of Health & Human Services

Date: May 7, 2021

Re: Staff Recommendations for Maximum Bed Density & Shelter Buffer Zones

At the March 9, 2021 meeting of the Health & Human Services and Public Safety Committee, when reviewing the draft shelter licensing ordinance, it was requested that staff provide recommendations on *maximum density of beds* and *proximity to other shelters* (Performance Standards G & H in the document) for the May 11th, 2021 committee meeting. Since that time, staff from the Health & Human Services Department have met with area social service providers and developed a questionnaire that was sent to residents of Bayside via the Bayside Neighborhood Association. This was done to gather additional information on local concerns to better inform recommendations to the committee.

Information was gathered from social service providers in two separate meetings. The first was a meeting of shelter operators in the city, the other was through ESAC. A total of fourteen organizations were represented in these meetings. The response from area providers was unanimous in that they did not feel that they could provide a recommendation on maximum bed density *or* proximity to other shelters (buffer zone), because they are not supportive of shelter licensing at this point. It was stated that current shelters are already struggling and that placing further restrictions would cause significant issues to the current shelter system. At the ESAC meeting it was mentioned that the biggest threat is that if this is not done correctly, the risk of encampments will grow.

The questionnaire that was distributed to residents through the Bayside Neighborhood Association received a total of fourteen responses. These responses spoke heavily to the need for equitable distribution of services across the city and the existing high number of shelter beds in a one mile radius in the city. A recommendation of 250 beds in a one mile radius was given and a 2500 foot buffer zone was recommended in five different responses. In addition to equitable distribution of services, other reasons given as a need for these parameters were the ability to track and address problems with the correct agency when services are spread out, as well as the safety of shelter guests, particularly women and children.

In November of 2020 at the request of the HHS & PS Committee, staff conducted research on licensing and zoning mechanisms used to regulate privately operated emergency shelters in other municipalities. This was provided to members of the HHS & PS Committee in a November, 2020

memo. The information on buffer zones collected at that time shows a 500 foot buffer zone in several municipalities, including Brunswick, ME. Additionally, after checking with our own Permitting and Inspections Department, currently our most stringent buffer is 500 ft, between marijuana businesses and schools, which is mandated by the state. All others range from 100 to 300 feet.

With all of the above information in mind, staff would recommend a 500ft buffer between shelters with a bed density of 250 beds in a 1 mile radius. This radius allows for equitable shelter distribution throughout the City while allowing for as many as 20 plots. The potential plots would accommodate more than twice the capacity we've seen throughout the pandemic. It is also the recommendation of staff that a legacy clause be put into place to protect existing shelters.

Striking the balance between neighborhood concerns with equity and safety as well as provider concerns for access to emergency shelter services is challenging. Staff worked to strike a balance that will provide shelter options for those in need while also allowing for more equitable placement of shelters throughout the city.



CITY OF PORTLAND
Social Services Division
Aaron Geyer, Director

MEMORANDUM

TO: The Health & Human Services and Public Safety Committee

FROM: Aaron Geyer, Social Services Division Director

DATE: April 13, 2021

RE: Shelter Reporting and Operational Requirements

At the March 9, 2021 meeting, the committee requested that staff determine which data points within the Monitoring Reports emergency shelters already collect and solicited staff recommendations on basic operational requirements. For the Monitoring Reports, staff Identified which items in the list of information required in quarterly reports are already required by MaineHousing, the Maine State Housing Authority:

- (i) Number of unique individuals served at the shelter
- (ii) Total number of bednights accessed at the shelter
- (iii) Number of intakes during that reporting period
- (iv) Total number of individuals who had previously been unsheltered and staying outside in Portland
- (v) Total number of chronically homeless individuals accessing the shelter
- (vi) Total number of individuals who are defined as having long time stayer status
- (vii) The average length of stay
- (viii) Number of housing placements

These data points can be pulled through Service Point reports, the Consolidated Annual Performance and Evaluation Report (CAPER) and Participation Reports for MaineHousing funded shelters. Domestic Violence Shelters use a separate but comparable database in order to protect confidentiality and complete the CAPER in that database. Criminal Trespass Orders are currently collected monthly for report out at Emergency Shelter and Assessment Committee (ESAC) meetings. Collection of neighborhood concerns, meetings and calls for service would be additional data points not currently collected.

Staff recommend modeling minimum operational requirements to align with MaineHousing's eligibility requirements emergency shelters must currently meet to receive Emergency Shelter and Housing Assistance Program (ESHAP) Funds.

196 Lancaster Street • Portland, ME 04101 • 207-482-5131

aeg@portlandmaine.gov • www.portlandmaine.gov



Health & Human Services Department
Kristen Dow, Director

MEMORANDUM

To: Members of the Health & Human Services & Public Safety Committee

From: Kristen Dow, Director of Health & Human Services

Date: March 9, 2021

Re: Committee Request for Staff Recommendations

At the February 9th, 2021 meeting of the Health & Human Services and Public Safety Committee, when reviewing the draft shelter licensing ordinance, it was requested that staff provide recommendations on *maximum density of beds* and *proximity to other shelters* (Performance Standards G & H in the document). Staff from several city departments met to discuss the request and would like to request additional time to meet with community partners and neighborhood associations to gather additional information on these topic areas in order to bring a recommendation back to the committee.

Staff believes they can have this information collected with a recommendation ready for the May 11th, 2021 Health & Human Services Public Safety Committee meeting. Thank you for your consideration of this request.

concerning fire and safety have been complied with; and if the license is not issuable to any class of persons, the police chief shall cause an investigation to be made of the principal officers or persons to be licensed. All such persons shall report to the Permitting and Inspections Department in writing, and copies of any such report shall be deemed a public record.

(b) Whenever a criminal background check is done prior to issuance of a license, any cost of such background check which is charged to the City by another agency shall be added to the fees to be paid by the applicant.

(Code 1968, § 901.7; Ord. No. 231-80, 12-22-80; Ord. No. 115-84, § 1, 8-6-84; Ord. No. 247-02/03, 5-19-03; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-8. Standards for denial, suspension or revocation.

(a) *Grounds.* In addition to any other specific provision of this Code authorizing such action, a license or permit may be denied, suspended or revoked upon a determination of the existence of one (1) or more of the following grounds:

- (1) Failure to fully complete the application forms; knowingly making an incorrect statement of a material nature on such form; or failure to supply any additional documentation required or reasonably necessary to determine whether such license is issuable, or failure to pay any fee required hereunder;
- (2) The licensed activity, or persons on the premises for the purpose of participating in the licensed activity, or persons patronizing the licensed device have caused one (1) or more breaches of the peace; or
- (3) There is a clear danger that a breach of the peace will occur if the licensed activity is permitted; or
- (4) The licensed activity or persons patronizing the licensed premises will substantially and adversely affect the peace and quiet of the neighborhood, whether or not residential, or any substantial portion thereof;
- (5) The licensee has violated any provision of this Code in the course of the conduct of the activity or device for which the license or licenses have been applied for, or have been issued; or

- (6) The occurrence of any event subsequent to issuance of the license which event would have been a basis for denial of the license shall be grounds for revocation thereof; or
 - (7) The applicant's or licensee's real or personal property taxes, or final judgments due and payable to the city, are determined to be in arrears as of the date of the license or application; or that real or personal property taxes or final judgments due and payable to the city on account of the premises for which application has been made or a license issued have not been paid in full as of the date of the license or application. Real or personal property taxes or final judgments that are less than thirty (30) days past due at the time of the license or permit application, that are less than \$500.00, or that are determined by the City Manager or his or her designee to not be owed as per §2-203(f) shall not be considered in arrears for purposes of this section.
- (b) *Hearings.*
- (1) Except as expressly provided in this Code, no license to which this chapter applies may be revoked or suspended without prior notice to the licensee, and after a hearing.
 - (2) In the case of the suspension or revocation of a license, a hearing shall be given to the licensee and a generalized statement of the nature of the complaint constituting the basis for the proposed action shall be included in the notice of hearing. Unexcused failure of licensee to appear at the hearing shall be deemed a waiver of the rights to said hearing.
 - (3) Upon a determination that immediate and irreparable harm will be suffered by the public prior to the time that a hearing on suspension or revocation of a license can be scheduled and a finding of probable cause for such suspension or revocation, the Permitting and Inspections Department may suspend a license, pending hearing, effective upon the giving of actual notice to the licensee; provided that the Permitting and Inspections Department shall give an opportunity to be heard as soon as practicable thereafter. At any hearing, the licensee shall be given the opportunity to answer the complaint

and to present evidence. The complainant shall also be notified of the hearing and given the opportunity to be heard.

- (4) All suspensions or revocations shall be upon substantial evidence and all hearings shall be conducted with substantial fairness and strict adherence to the rules of evidence shall not be required.
- (5) All hearings on suspension or revocation of licenses shall be held within thirty (30) days of delivery to licensee of the generalized statement of complaint.

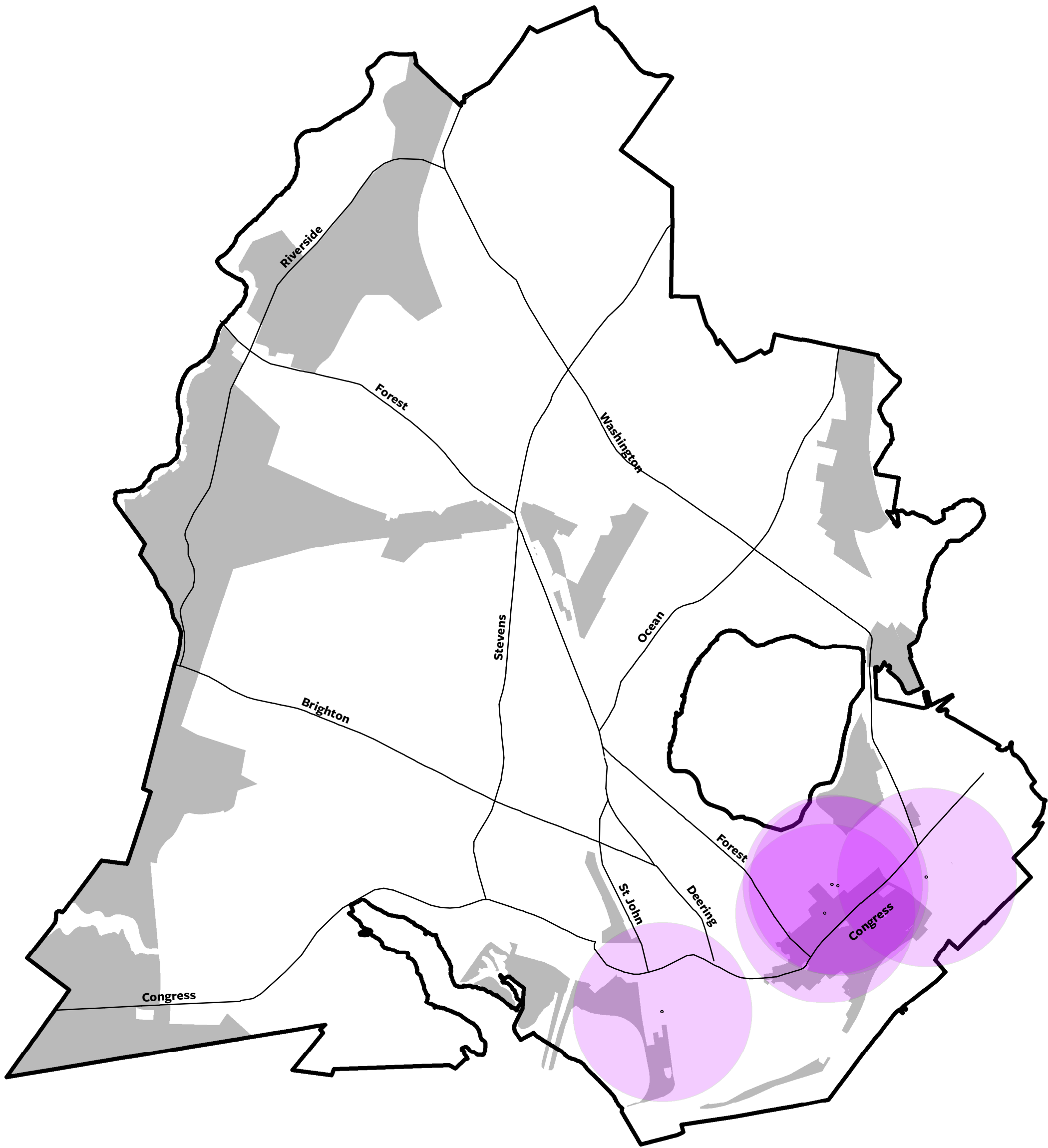
(c) *Abandoned licenses.* The applicant shall pay the issuance fee and obtain any license from the Permitting and Inspections Department within thirty (30) days after it has been approved by the Permitting and Inspections Department. Upon failure to pay the issuance fee and obtain the license within said thirty-day period, the approval shall be void and the application deemed abandoned. For good cause shown, the Permitting and Inspections Department may extend the thirty-day period provided such extension does not result in the issuance of the license being delayed more than one hundred eighty (180) days from its approval by the Permitting and Inspections Department.

(Code 1968, § 901.8; Ord. No. 231-80, 12-22-80; Ord. No. 291-83, 12-5-83; Ord. No. 562-84, §§ 4, 5, 4-23-84; Ord. No. 196-88, 11-7-88; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017; Ord. No. 220-17/18, 6-4-2018)

Sec. 15-9. Appeals.

(a) *Procedure.* An appeal to the city manager may be taken by any person aggrieved by the denial, suspension or revocation of a license by the Permitting and Inspections Department by filing a notice of appeal and the prescribed fee with the city manager within thirty (30) days of the decision appealed from, and not thereafter. Every appeal should be in writing and shall state the basis for the appeal. Within two (2) business days of the filing of an appeal, the city manager shall designate himself or any agent or employee to act as hearing designee in the appeal. The hearing designee shall hear the appeal within ten (10) business days after the filing of the appeal and may affirm, reverse or modify the decision appealed from. The taking of an appeal shall not stay a decision appealed from, except that at the request of the licensee, the Permitting and Inspections Department may stay the effective date of a suspension, revocation or denial of a renewal license upon a finding that the public is not likely to suffer any harm

Existing Shelters, Shelter Zones, and Spacing

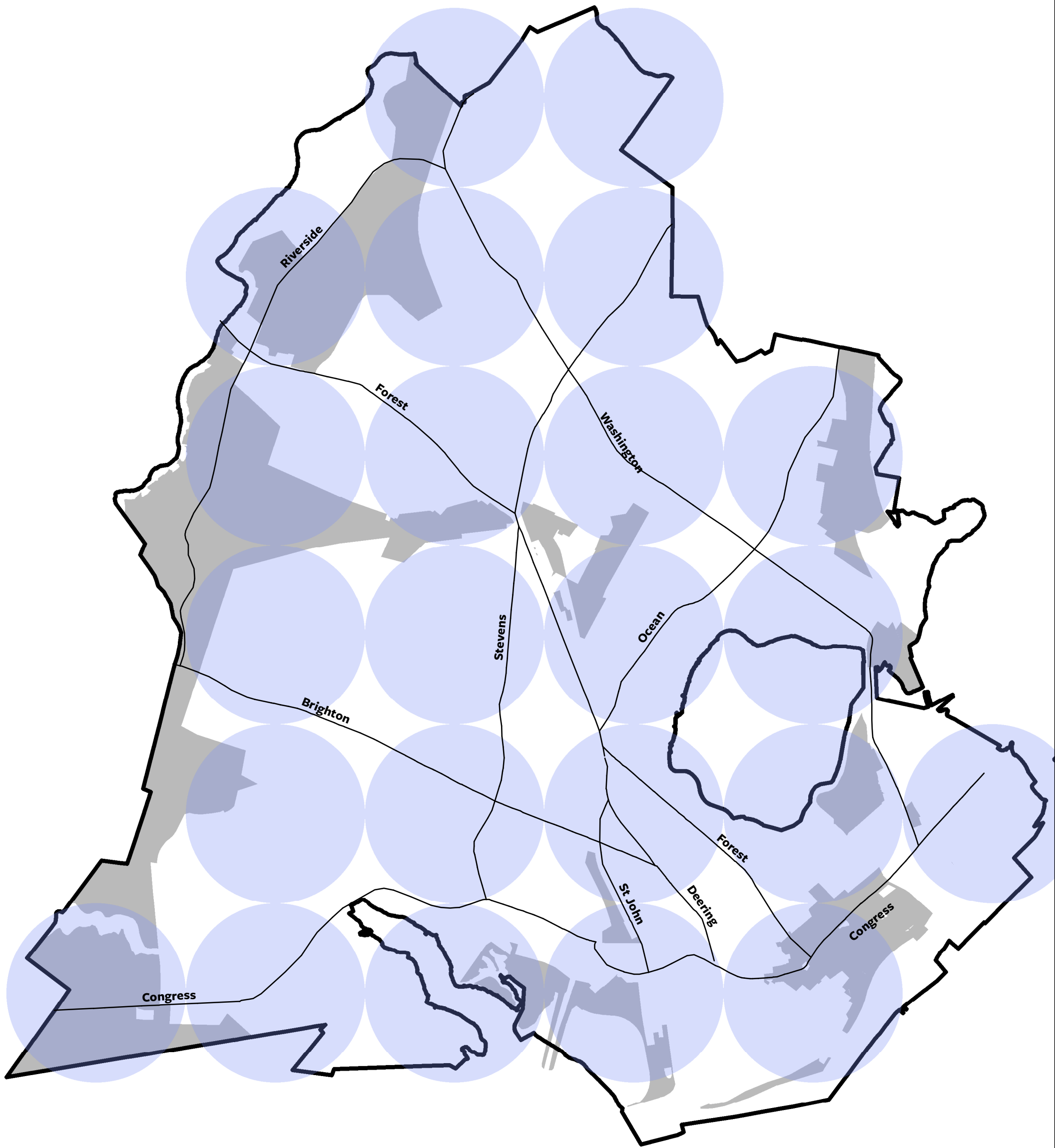


- Shelter*
- City Boundary
- Zones with Emergency Shelter Conditional Use
- 2500 Foot Buffer (Hypothetical)



* Domestic violence shelter is not indicated on this map

Hypothetical Shelter Spacing



-  Zones with Emergency Shelter Conditional Use
-  City Boundary
-  2500 Foot Radius Circle





CITY OF PORTLAND

Health & Human Services Department

Kristen Dow, Director

To: Health and Human Services and Public Safety Committee Members
From: Kristen Dow, Director of Health & Human Services
Date: November 10, 2020
RE: Licensing Examples for Emergency Shelters

At the request of Councilor Ray, staff have conducted research into other jurisdictions, as well as a review of existing City Code to consider mechanisms by which private emergency shelter operations can be regulated in order to better protect the individuals served and manage unintended consequences in the surrounding community.

Summary

While emergency shelters provide a critical service, their impact on the community can be significant, particularly when not properly planned for or in the absence of a strong partnership between a shelter operator and municipality.

To better ensure that privately run emergency shelters are operating in a manner that protects the health, safety, and welfare of individuals experiencing homelessness as well as of the public at large, City staff have compiled relevant research for the review of the Health and Human Services and Public Safety Committee.

This document contains the following:

1. Staff research on licensing and zoning mechanisms used to regulate privately operated emergency shelters in other municipalities;
2. Staff analysis of existing Portland ordinances relevant to the oversight of emergency shelters.

Lastly - it is worth noting that emergency shelters are not the only - or even the primary - source of quality-of-life consequences in Portland neighborhoods. Other sources, such as day service centers, are not addressed in this memo but are believed to have a significant impact on nearby residences and businesses.

Licensing Mechanisms

Staff identified a few municipalities that have designed a program to license homeless or emergency shelters. Of those we identified, none have set clear performance criteria to ensure safe operation or to independently enable City officials to hold shelters accountable for their or their residents' impact on nearby communities (e.g. noise, disturbance of the peace, litter, disorderly conduct, calls for service, etc.). In addition, we were unable to identify any municipalities that require emergency shelters or social service providers to deliver outreach services offsite, in the vicinity of their brick-and-mortar location. Rather, it would appear that programmatic requirements tend to be governed by private grant agreements or state licensure requirements while public safety concerns relating to guest conduct in and outside of shelter property are addressed through generally applicable ordinances or criminal laws.

Some of the requirements established in other municipalities' licensing programs are currently required by Chapter 14 of the City Code as part of the Planning Board's review and approval of emergency shelters as a conditional use. However, there are some noteworthy differences between some of these other municipal programs and the City's conditional use standards, including that Portland does not currently require:

- A mandated buffer between shelters and hospitals, schools, daycares, public buildings, or places of public gathering;
- A mandated buffer between any two shelters;
- A cap on the number of shelter beds allowed in the municipality or in any one facility;
- Restrictions on guests' length of stay.

An overview of other municipalities' licensing programs can be found below. The relevant ordinances are enclosed for further review.

- **Brunswick, ME**

Beginning in early 2019, homeless shelters in Brunswick were required to be licensed by the Town Manager or his/her designee. Existing shelters were grandfathered, and did not require licenses.

Applications for a license must include: governing documents of the owner and/or operating entity; an affidavit identifying all owners, operators, managers, or partners; evidence of all approvals, permits, and/or certificates required to operate the shelter; a description of and plans for the premises. In addition, the applicant must demonstrate that certain operational standards will be met, including hours of operation; staffing; display of license.

The ordinance limits the collective capacity for all homeless shelters in the Town of Brunswick at 85 beds, and that a buffer of at least 500' be maintained between any two shelters. Licenses are valid for a five-year term. Enforcement of licensing requirements are managed by the Town Council or its designee.

- **Phillipsburg, NJ**

Chapter 347 of Phillipsburg's Town Code requires that all operational homeless shelters obtain a license from the Town Clerk. Licenses must be renewed annually.

Shelters are restricted to the B-2 Zone, and deemed a conditional use upon the condition that it must be located immediately adjacent to a highway.

Standards for the issuance of a license include the nature and development of the surrounding property; proximity of churches, schools, public buildings, or other places of public gathering; the effect such business may have upon traffic conditions and the creation of traffic hazards; the sufficiency in number of similar entities; health, safety, and welfare of the public; and the applicant's suitability. Licensing requirements are enforced by the Building Director.

In Phillipsburg, homeless shelters may serve no more than 15 people at the same time, and stays are capped at one month per person. In addition, they are only allowed as accessories to a place of organized worship, and are not permitted principal uses.

- **Oak Lawn, IL**

The Village of Oak Lawn requires that "temporary overnight shelters" are licensed by the Village Manager, and that licenses are renewed annually. In addition, it requires that all shelters proposed in the R-3 Multi-Family Residence District receive a special use permit. License application requirements include a statement that the shelter will maintain a policy of making reasonable efforts to accommodate persons previously residing in the Village of Oak Lawn; operation guidelines; shelter capacity; and the name of the person or entity responsible for the shelter's management.

All operating entities must be not-for-profit, or operate without charge to the shelter occupants. It is also unlawful for any medical care or treatment to be provided as part of the shelter's regular accommodations or services.

Zoning Restrictions

A number of municipalities have introduced amendments to zoning law in order to reduce shelters' impact on other communities.

- **Puyallup, WA**

In 2019, the City of Puyallup passed a law restricting homeless centers to 150 parcels (~400 acres) of land, primarily in industrial zones. It also establishes a 500-foot buffer between

homeless service centers and hospitals or businesses, as well as a 1,000-foot buffer between homeless service centers and daycares or schools.

- **Monterey County, CA**

Monterey County's zoning ordinance establishes size limits, staffing requirements, and requirements related to operational plans (similar to the City of Portland's more comprehensive Master Plan), all of which are reviewed by the Director of Planning.

The zoning ordinance also caps residents' length of stay, establishes a buffer of at least 300 feet between any two shelters, and requires off-street parking.

- **Newport Beach**

California State Law requires that cities articulate their homeless populations' needs and specify where emergency shelters can be built. Newport Beach allows emergency shelters "by right" in areas designated for "private institutions" and "office-airport" zoning, and would require a conditional use permit or rezoning for any other area.

Relevant Portland City Code

Currently, the City of Portland's Land Use Code (Sec. 14-474, enclosed) establishes the use-specific standards applicants must meet as part of the Planning Board review and approval of emergency shelters as a conditional use. Among other things, this section requires a Management Plan outlining management responsibilities; processes for resolving neighborhood concerns; staffing; access restrictions; on-site surveillance; safety measures; controls for resident behavior and noise levels; and monitoring reports.

In addition, the City has in place a number of ordinances outside of Chapter 14 and state land use statutes that protect public safety, health, and welfare by regulating businesses and private individuals' actions. Examples include:

- The requirement for a community relations liaison for marijuana businesses (Chapter 35);
- The requirement for various mitigation plans for odor, waste, loitering, etc. for marijuana businesses (Chapter 35);
- The Sound Oversight Committee process for addressing noise complaints (Chapter 4);
- The disorderly house process for rental properties (Chapter 6);
- Nuisance provisions for a variety of issues (Chapter 17);
- Complaint- or violation-based review of licensees, which may result in fines or license revocation for taxis (Chapter 30);
- The City's ability to deny, revoke, or suspend any business license for cause, including a patron's single breach of the peace (Chapter 15)

Fwd: 5/11/21 HHS&PS: emergency licensing & limited moratorium

2 messages

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Sat, May 8, 2021 at 6:52 PM

For backup.

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

From: **Jim Hall** <mtjimhall@gmail.com>

Date: Sat, May 8, 2021 at 3:45 PM

Subject: 5/11/21 HHS&PS: emergency licensing & limited moratorium

To: To: Kate Snyder <ksnyder@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Pious Ail <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>

CC: Jon Jennings <jpj@portlandmaine.gov>, City Clerk <cityclerk@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>

Re: Emergency shelter licensing & limited moratorium

Dear Chair Chong, Councilors Ray and Dion,
(CC Mayor & full council, City Manager, DHHS Director)

As a resident with 25 years experience living one block downhill of the Oxford Shetler:

- I support strong licensing that ensures all parties are protected: Clients, staff, and the host community.
- I support a targeted moratorium to provide adequate time to work out all the right details.

But please tighten up code around Day Shelter — especially as the city will be creating an RFP soon.

The current licensing definition explicitly limits its domain to “overnight” emergency shelter, and provides NO GOVERNANCE on a separately created “day shelter space” category — except that this must be within 1/4 mile — which in fact creates a new loophole that could literally *double* whatever spacing / density guardrails the council deems appropriate, and actively forces exactly the kind of neighborhood foot traffic to connect basic services that necessitated such licensing rules in the first place.

Moratorium language fails to define “emergency shelter” at all, carving an even wider loophole given the presence of other weak definitions.

We must learn from (and in fact go back and repair) the unintended consequences of 2017’s conditional use language, which allowed Preble Street to spin up yet another clustering shelter on the failed assumption that inadequate infrastructure is “good enough” for Portland’s regional emergency response. When you let the applicant define their own terms, sometimes you get Orwellian fallacies such as *Day Space = Bed Space // Sight Lines = Curved Spacetime // Onsite Services = Referrals to Offsite Partners*, etc — all in service of retrofitting a building they happen to own that’s really no better suited to this use than cramming 154 poor souls head-to-toe on mats in a former garage... which I thought the city was trying to mend. And I don’t know if I need to remind you, but Preble Street’s published 5 year vision imagines additional shetlers in the area, and they are not shy about marching to their own drum against the stated values of the city.

I have already commented extensively on additional aspects of code that need to be “aligned.”. Please use the moratorium appropriately to allow yourselves the necessary time and careful attention to ensure licensing in conjunction with all other ordinance actually accomplishes what you intend.

Thanks
Jim Hall
Cedar St

--

Kristen Dow
Director of Health & Human Services
City of Portland
389 Congress Street
Portland, ME 04101

Kristen Dow <kjd@portlandmaine.gov>
 To: Adam Harr <ash@portlandmaine.gov>
 Cc: Aaron Geyer <aeg@portlandmaine.gov>

Sat, May 8, 2021 at 8:54 PM

For backup.

Kristen

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

From: **Jim Hall** <mtjimhall@gmail.com>

Date: Sat, May 8, 2021 at 7:09 PM

Subject: Re: 5/11/21 HHS&PS: emergency licensing & limited moratorium

To: To: Kate Snyder <ksnyder@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Pious Ail <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>

CC: Jon Jennings <jpj@portlandmaine.gov>, City Clerk <cityclerk@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>

Re: Staff Recommendations for Maximum Bed Density & Shelter Buffer Zones
i.e. yet another critical item on this evening's agenda

So... at a high level we appear to have 14 votes for licensing, and 14 against

However, while long-suffering residents have again and again proven willing to enter into dialog to seek consensus on reasonable parameters — 100% of providers have instead now chosen to form a cabal *against the city*. To equate even a conversation around governance with "*causing significant issues*" and leave it at that is simply irresponsible — and in fact only serves to *prove* that governance is needed in this domain. It's kind of a stupid move if you ask me, since now they'll have no input to a final draft. Assuming our councilors have spine enough to do their jobs in the face of hardball tactics.

Let's say all the industrial operators in the city circled their wagons and cried wolf that limiting noise or dust or other overspill to nearby residences in the covid economy would cause their operations undue harm. Or perhaps all the pubs in the old port would like to refuse to apply for licenses, or claim that policing fights in the streets near their services causes "significant issues" to their clients. It's patently ridiculous. Setting reasonable thresholds is the entire point of government. The social contracts of civil society certainly include appropriate governance of any high-impact use—full stop. Does anyone dare challenge the fact that ungoverned and poorly managed services on Preble Street caused a public health & safety crisis that became "*business as usual*" for years? Flat out refusing to even show up en masse provides zero solutions, and tacitly claims there's no such issue or need to talk about it.

What's worse is that social service operations are ostensibly full of the most caring people in the world — but the "*conditional empathy*" these organizations are all displaying toward their neighbors tells a conditional story about them. I so wish they had risen up to reign in their peers voluntarily when things go so clearly out of hand at 5 Portland Street— but this group has clearly proven unwilling to self-govern up to and including the present.

To be honest I am deeply afraid that the council may lose nerve to do its job properly, which is to insert some semblance of reasonable limits that actively ensure that no "*neighborhood under siege*" can EVER be possible again anywhere in this town. This is dirty politics, hiding behind "Good Works" to pretend there's no such thing as community impacts when you choose to force vulnerable people from all around the region to self-segregate into the streets of one poor neighborhood. Nothing can excuse Portland's past failure to manage these impacts — but with forgiveness we can all move forward into a future with sensible guardrails in place.

I'm not going to comment on the reduction of staff recommended buffers from 2500 to 500. You can probably guess my personal opinion about the usefulness of a 1-2 block buffer. But more importantly: I am advocating for *you* to do your jobs in our representative form of government, and make these very hard and complex decisions by keeping in mind the best available data, and all the humans under your care. If certain stakeholders refuse to participate, even after direct outreach — unfortunately the expected result is that they give up any legitimacy to complain about outcomes. As much as I feel ashamed for them adopting such indefensible posturing — I do hope you continue to move forward with licensing in a fair and balanced way that takes both me and them into account.

Thanks you

Jim Hall
Cedar St

On Sat, May 8, 2021 at 3:44 PM Jim Hall <mtjimhall@gmail.com> wrote:

Re: Emergency shelter licensing & limited moratorium

Dear Chair Chong, Councilors Ray and Dion,
(CC Mayor & full council, City Manager, DHHS Director)

As a resident with 25 years experience living one block downhill of the Oxford Shetler:

- I support strong licensing that ensures all parties are protected: Clients, staff, and the host community.
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Thanks
Jim Hall
Cedar St

[Quoted text hidden]

Fwd: Comments on Proposed Emergency Shelter Regulations

1 message

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Tue, May 11, 2021 at 5:59 AM

For backup

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

From: **Laura S. Underkuffler** <lu27@cornell.edu>

Date: Mon, May 10, 2021 at 10:02 PM

Subject: Comments on Proposed Emergency Shelter Regulations

To: tchong@portlandmaine.gov <tchong@portlandmaine.gov>, mdion@portlandmaine.gov <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>

CC: kjd@portlandmaine.gov <kjd@portlandmaine.gov>, cdg@portlandmaine.gov <cdg@portlandmaine.gov>, jpj@portlandmaine.gov <jpj@portlandmaine.gov>, fclark@portlandmaine.gov <fclark@portlandmaine.gov>

Dear Chair Chong, Councilor Dion, and Councilor Ray:

I have read the updated Emergency Shelter Licensing Recommendations and Buffering/Spacing Suggestions. It is entirely heartening to see that the placing of additional shelters in the community, the licensing of shelters, and the extremely critical issue of day shelter space for shelter residents are all taken very seriously in this draft.

I am very glad to see the recommendation that no more than 250 beds within a 1 mile radius will be permitted. As a resident of West Bayside, which has suffered for years as the locus of just about all social services and their externalities in the City, experience has taught that this is a critically needed new rule. I understand the need to allow existing shelters to continue, and that this will not change the existing situation in Bayside for the foreseeable future. However, this new rule will hopefully reflect a basic principle of environmental justice -- that no more of what everyone agrees is a community-wide need and community-wide burden will be shifted to the lower-income, higher-minority area of Bayside.

I do not understand, however, why the space between shelters has been reduced to 500 feet in the proposed regulations. Because the average city block is 323 feet long, this reduces the required buffer between shelters to less than 2 city blocks. This is *precisely* the kind of unacceptable concentration of facilities and externalities in dense urban areas (where homes and businesses are a few feet from public streets, and from each other) that the new rules, and their extremely well-stated rationale, seek to prevent.

Finally, although I *celebrate* the new requirement that shelters provide inside day space for residents, I strongly oppose the idea that this rule can be waived if the shelter operator provides day space within 1/4 of a mile away. To be brutally honest, what good will day space 1/4 of a mile away be for the residents of a homeless shelter? How can the residents even get there? How can they get back? Are they expected to take a bus (if indeed that even exists) in the snow, driving rain, or freezing cold, or when they are ill, elderly, or otherwise bodily infirm? Many times we looked out the window of our house on Oxford Street and saw people in wheelchairs, on crutches, elderly, struggling to get to Preble Street for meals in wind and deep snow. How can day space 1/4 of a mile away possibly address the problem?

When we moved to Oxford Street, twelve years ago, and got to know some of the people who lived at the Oxford Street Shelter, we were shocked to learn that they were forced to leave at 9 am every morning, and to scavenge for a place to be all day (hanging in the Public Library, standing on public sidewalks or private driveways, sitting on guardrails around the private parking lot across the street ...). This was the expectation in rain, wind, cold, snow, and sleet. At the time, no one questioned the humanity of this arrangement, or wanted to recognize the problems that hundreds of people with no place to go in the City inevitably created. Finally, and thankfully, this deep and festering problem has been both recognized and addressed. Please do not completely eviscerate this desperately needed new requirement with a completely inadequate waiver option.

I greatly appreciate your attention to all of these matters.

Sincerely,

Laura Underkuffler
Oxford Street

--

Kristen Dow
Director of Health & Human Services
[City of Portland](#)
[389 Congress Street](#)
[Portland, ME 04101](#)
207-874-8633

Fwd: Emergency shelter licensing

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 12:03 PM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
389 Congress Street
Portland, ME 04101
BSR@portlandmaine.gov

Sign up for [my newsletter](#) or visit [my blog](#)!

Please Note: Under Maine law, emails sent or received by public officials or city employees may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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

From: **Sarah Michniewicz** <sarahmichniewicz@icloud.com>
Date: Mon, Mar 8, 2021 at 4:38 PM
Subject: Emergency shelter licensing
To: Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>
Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>

Hello Chair Chong and Councilors Dion and Ray,

Thank you for continuing to diligently pursue emergency shelter licensing. I'm pleased that City staff is recommending outreach be conducted with neighborhood associations and the community to get feedback regarding buffers and spacing, and asking for a community survey on emergency shelter licensing.

It's refreshing but bittersweet to see support for giving neighbors a voice in the process. It's an opportunity that Bayside has never had. If you choose to vote the current recommendations out of committee at Tuesday's meeting, please require that suggested outreach for when the full council considers them.

Although staff hopes the data gathering will be complete and ready to present in May, between now and then there's still a lot at risk for this neighborhood, with nothing to stop another shelter proposal before licensing is enacted. Please do not discount that possibility. One new Bayside shelter has already been sped through in under three months, increasing the already excessive bed total by 12%, up to 451 within the suggested 1 mile radius. That's 201 (80%) more than the suggested maximum of 250. Please see the attached graphic for reference, and [this](#) BNA blog post for a comprehensive overview of shelter density in Bayside compared to the rest of the City, county, and state.

It would be indefensible to allow yet another shelter to enter the planning pipeline when the City's clear will is to first get its arms around how and where shelters are best able to serve the needs of providers, consumers, and constituents; even more so when there are vast areas in the rest of the City a shelter could be sited, even without additional zoning changes.

So I ask that as part of this licensing conversation this Committee recommend to the City Council an *immediate and complete moratorium on allowing any additional shelters or shelter beds in the Bayside neighborhood*. Although plans for eventually relocating the Oxford Street shelter are in motion, and licensing is presumably proceeding apace, nothing is certain.

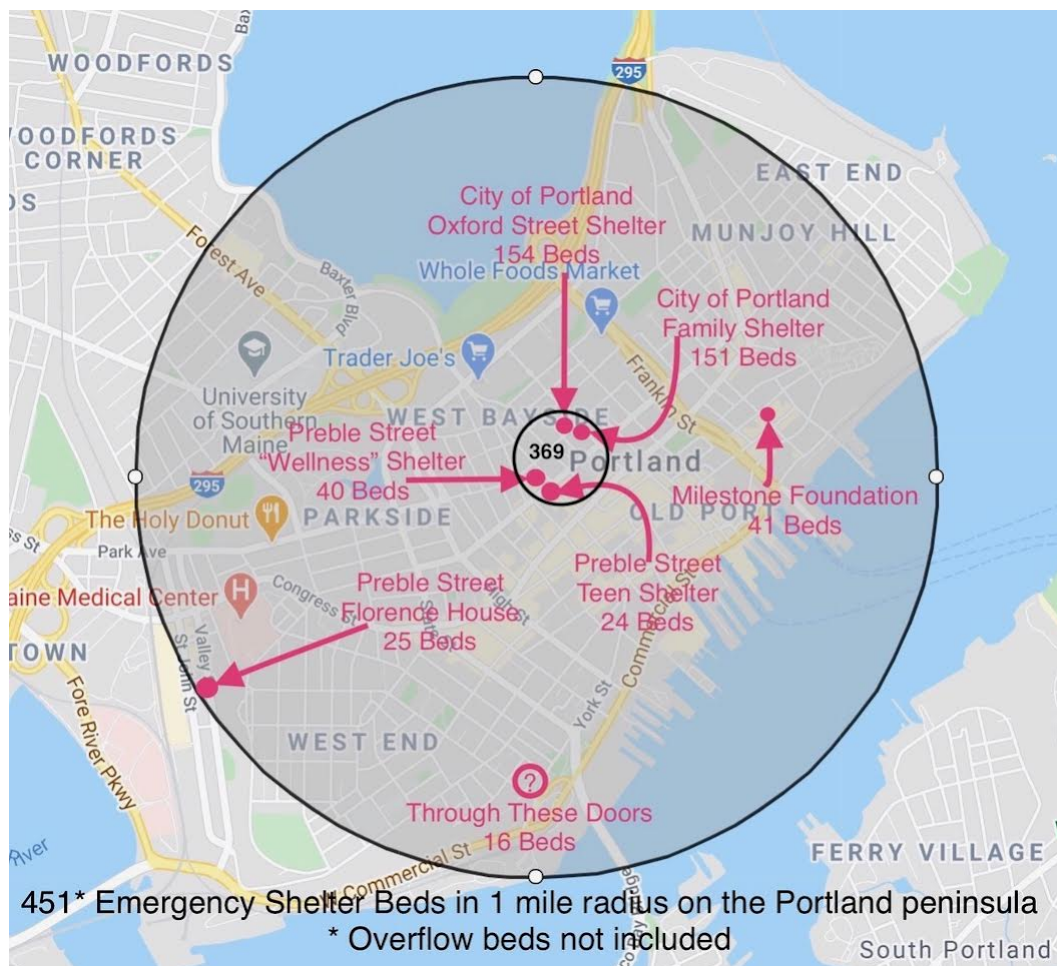
Just as a moratorium on demolitions created a pause to think about the future of Munjoy Hill, a moratorium on new shelters in Bayside will give the neighborhood and the City a safe, depressurized space in which to make fair and durable policy on the location of shelters within the community. But to allow the status quo to continue in Bayside, whilst thoughtfully engaging the rest of City about their preferences, would only serve to affirm that some neighborhoods are more equal than others.

Portland is on the cusp of finally creating a thoughtful and intentional shelter system. Please ask the City Council to enact a moratorium on any new shelters in Bayside so that we can honestly assess the City's role in addressing homelessness, and holistically decide how Portland's shelter system can best fill that role.

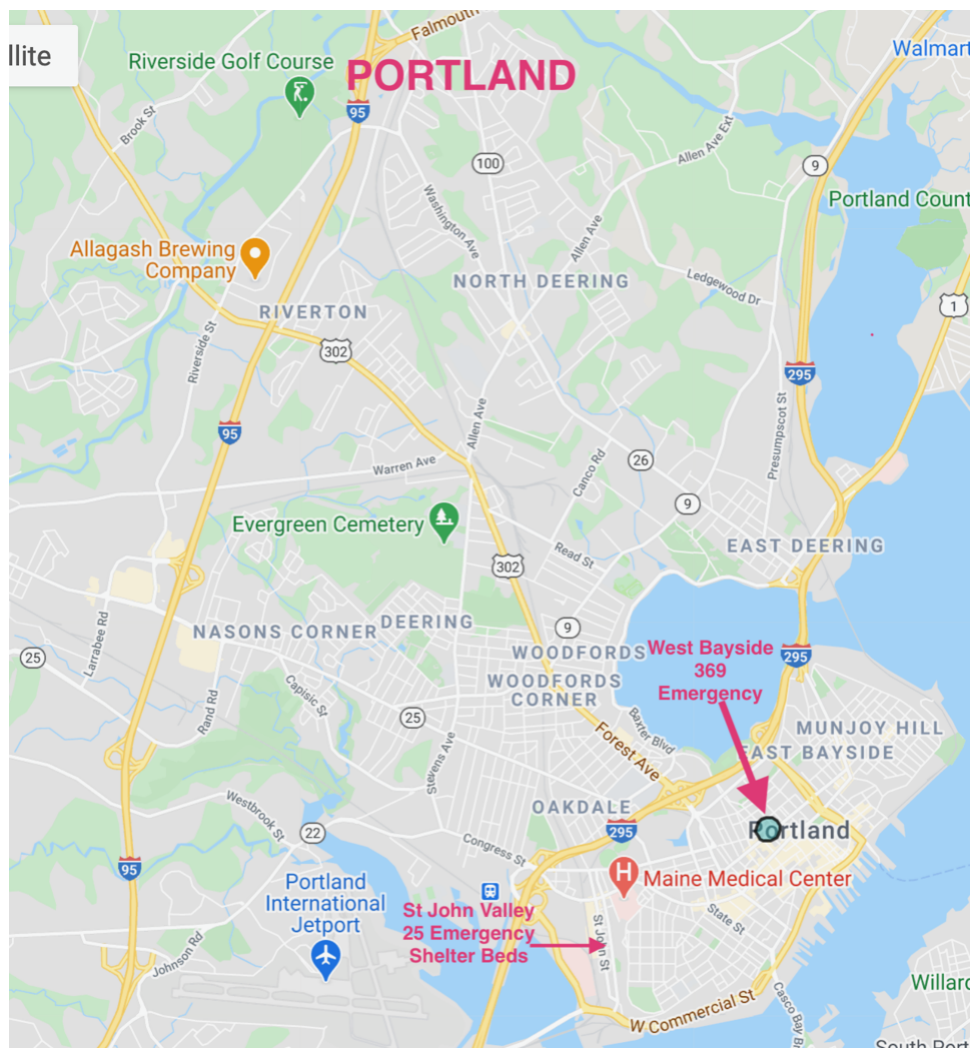
Thank you,

Sarah Michniewicz

Cedar Street, Portland







Fwd: Following up from last week - 39 Forest & Bayside moratorium

1 message

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Wed, Apr 21, 2021 at 9:02 AM

Kristen Dow
Director of Health & Human Services
City of Portland
389 Congress Street
Portland, ME 04101
207-874-8633

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

From: **Heidi Souerwine** <heidi.souerwine@gmail.com>
Date: Tue, Apr 20, 2021 at 10:39 PM
Subject: Following up from last week - 39 Forest & Bayside moratorium
To: Belinda Ray <bsr@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>
Cc: Kristen Dow <kjd@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Nick Mavodones <nmm@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>

Committee members,

Just a note to say I appreciate you addressing questions after public comment at the HHS meeting last week, and your thoughtful dialogue throughout.

The discussion & presentation provided some context, which was helpful.

After thinking about it for a few days though, the fact remains: there are MANY other areas on the peninsula besides this already overloaded area. No one was questioning the need for consolidating these interconnected services under one roof. Rather, we're rightly challenging the City's planning strategy to again site more social services in the smallest area on the peninsula, when the most already exist there. This [graphic](#) provides a good snapshot of West Bayside alone. And, as Council Chong pointed out, there are numerous additional social services in the adjacent vicinity as well, immediately surrounding 39 Forest, that are not "technically" Bayside.

Committee members:

As I understand, on-peninsula was on directive, but was the specific area?

During the meeting it sounded like no other areas nor facilities were explored.
Is that correct?

Regarding Councilor Dion's request for boundary clarity re: a shelter moratorium (OR, for any social services facilities), I would challenge everyone to think strategically & holistically, and look at the **summation of similar entities nearby, whether they're technically over a line or not.**

Council Dion: Thank you for calling for safe harbor for west Bayside - it is desperately needed & it was so wonderful to hear it recognized. I hope it's easy to see that shelters are only one piece. My neighbors & I have continually stated that the neighborhood needs BALANCE from the overwhelm & 39 Forrest would continue to tip things in the wrong direction.

Councilor Chong: the moratorium would be a stop-gap, to prevent more projects from being approved in an area that is already so overwhelmed until the new licensing rules. I would plead for you to support it. One shelter has already squeaked in recently before licensing has been established.

When I think about all of this, in combination with the City Manager's CDBG proposals, it's alarming. Portland St, Cumberland Ave, Park Ave & now Forest Ave.

I know turning the corner on Bayside as the default is hard but it HAS to happen, and quickly.

Thank you for your consideration,
Heidi Souerwine
Mechanic St.

On Tue, Apr 13, 2021 at 6:17 PM Heidi Souerwine <heidi.souerwine@gmail.com> wrote:

Dear Committee members, Councilors and Mayor Snyder:

Hoping you all are able to see this. I'm a bit shocked with the lack of advanced notice for public comment tonight on an issue that will have **so much impact**. I'm hoping to try to join tonight, AND I'm also **hoping** the City isn't trying to push this through without careful thought. Regardless, I wanted to send some thoughts in writing.

I'm pleased to see the city is finally preparing to discuss a shelter moratorium in Bayside. However I'm still left questioning whether it's understood that what west Bayside needs is **balance**.

I'm concerned about a number of ideas I've seen come out recently that collectively amount to the City doubling down on the environment that created the instability in Bayside this whole time. In considering the proposal to consolidate DHHS operations at 39 Forest, and in reviewing the various elements proposed in the City Manager's CDBG funds allocation, the City would be creating the same situation along Forest Avenue that it created years ago on Portland Street.

With Portland Housing Authority & Maine Needs on Forest, the Deering Oaks gatherings, the proposed "ultra low to no barrier housing services" at Spurwink on Park, a proposed consolidated DHHS at 39 Forest, reintroducing another day space as well - it seems the City is creating another social services corridor in a different area of Bayside. And, on a much busier thoroughfare in the city with existing significant safety issues. With none of the other consolidated services moving.

For those of you that don't live anywhere nearby, the situation in that immediate area has been extremely tenuous at best for the better part of the last two years. Longtime community members, residents, & neighbors on Forest on the block between Park & Cumberland are already leaving their homes, and abandoning their businesses because they can no longer handle the environment. I would urge you all to consider how these plans benefit the fabric of the neighborhood, and whether this would be reasonable anywhere else.

It often feels defeating trying to create a life here. We want to stay, but the panic, urgency, and stress when it feels like no balance is even desired for this neighborhood, is beyond challenging.

Being a public servant is such a hard job, and I do appreciate all of you. I am hopeful for some clarity, and want to encourage thoughtful urban planning.

Thank you,
Heidi Souerwine (& Jason Tropp)
Mechanic St.

Fwd: Fw: New Homeless Shelter Licensing Standards - Legal Application and Critical Role

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 12:03 PM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
[389 Congress Street](#)
Portland, ME 04101
BSR@portlandmaine.gov

Sign up for [my newsletter](#) or visit [my blog](#)!

Please Note: Under Maine law, emails sent or received by public officials or city employees may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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

From: **Laura S. Underkuffler** <lu27@cornell.edu>
Date: Mon, Mar 8, 2021 at 12:08 PM
Subject: Fw: New Homeless Shelter Licensing Standards - Legal Application and Critical Role
To: Belinda Ray <bsr@portlandmaine.gov>

Hi Belinda, I used the wrong email for you! I am sorry - here is the email I previously sent. Thank you, Laura

From: Laura S. Underkuffler
Sent: Monday, March 8, 2021 5:06 AM
To: tchong@portlandmaine.gov <tchong@portlandmaine.gov>; mdion@portlandmaine.gov <mdion@portlandmaine.gov>; bray@portlandmaine.gov <bray@portlandmaine.gov>
Cc: dwchuhta@portlandmaine.gov <dwchuhta@portlandmaine.gov>; kjd@portlandmaine.gov <kjd@portlandmaine.gov>; cityclerk@portlandmaine.gov <cityclerk@portlandmaine.gov>
Subject: New Homeless Shelter Licensing Standards - Legal Application and Critical Role

Dear Counselors Chong, Dion, and Ray:

At the last public hearing on the proposed licensing standards for homeless shelters, an attorney for Maine Equal Justice objected to the Committee's decision that new shelters permitted after January 31, 2021 will be subject to the new licensing requirements.

The grounds for this objection were obscure. To the extent that some rationale was articulated, it seemed to be that because shelters in existence as of January 31, 2021 would be exempt from concentration limits, all shelters which can manage to rush to permitting between January 31, 2021 and the date of adoption of the licensing standards should be, as well. The reason given was that somehow this would be "best practice" (of some sort).

This attorney gave no legal reason for this position, because there is none. In Kittery Retail Ventures, LLC v. Town of Kittery (2004), the Maine Supreme Court unequivocally and finally held that a town can apply new regulations to existing uses and projects. Neither the submission of a development application nor the issuance of a development permit establishes vested rights, and neither the submission nor the issuance of a permit prevents a city from applying later-adopted police power regulations to that project.

Indeed, common sense dictates that this must be the case, in order to prevent a notorious problem in land use law. If entities know that proposed requirements are being considered by a city (which they always will because of public hearing requirements for any change), and (under the law) they are exempt from those new requirements if an application is made or a permit obtained, they can repeatedly defeat the city's attempt at regulation. There are two ways to deal with this problem: for the city to put everyone on notice that all applications after a certain date will be subject to the new regulations (as done here), or for the city to declare a moratorium pending adoption of the new regulations. Either avenue is expressly permitted by Maine law, as stated in the Kittery case.

The reason is this. Prohibitions against retroactivity exist to prevent unfairness to project applicants who have invested large sums of money in reliance on the absence of existing regulations, who have no notice of the pending change in the law. Where this substantial investment occurred before any notice of the pending change was given to the public, the developer could legitimately claim surprise and unfairness. (Thus the common law rule, in all states, that "vested rights" (and exemption from regulatory change) require *both* permitting *and* substantial construction.) However, where -- as here -- any applicant for a new homeless shelter is now aware of the pending adoption of licensing standards, any claim of "surprise" or "unfairness" is specious.

Indeed, if applicants could subvert new regulations every time by rushing to file permit applications before the public processes -- necessary for any adoption of new regulations -- are completed, a city would -- by definition -- be powerless to maintain any status quo while the public adoption processes finish.

Murmurings about "best practices" does not change these fundamental rules.

There is an odd twist to this attorney's remarks that I also want to address. It was stated that any licensing should focus on the health and wellbeing of people in the homeless shelters in question, and (impliedly) that consideration of impacts on others are illegitimate. What this kind of thinking ignores is that *all of us are in this together*. City government and its police power do not exist only to protect one segment of the public; they exist to represent the interests of all. Homeless shelters can exist in harmony with neighbors, as some exemplary homeless shelters now operating in Portland prove. Licensing requirements -- as now exist in other Maine cities -- are critical to the creation and maintenance of homeless shelter operations that protect *both* the homeless populations (as opposed to the criminal elements that are attracted to them) and the residential neighbors (generally low-income) that live there.

We have lived at 215 Oxford Street for 13 years. We have employed -- sometimes for years -- people who stayed at the OSS, and become lasting friends with them. I can tell you that they don't want to live in crowded and dangerous conditions, with a gauntlet of drug dealers on the street outside, any more than we do. They don't want to be relegated to sitting on curbs and parking lot barriers, or in a tiny courtyard mere feet from the street -- and being gawked at by people in passing cars. In short, they don't want to be relegated to the kind of place that the "West Bayside ghetto" has become, any more than those who are trying to scratch out an existence living in West Bayside want to live in those conditions.

The City must get control of this homeless situation, for everyone, and on multiple levels. These licensing standards are a tremendous step forward. For the first time, the City will have the legal authority to control

shelter operations and locations for the good of the homeless population and other city residents. Thank you for taking this very critical and important step.

Sincerely,

Laura Underkuffler
215 Oxford Street

Work:
J. DuPratt White Professor of Law - Property and Land Use
Cornell University

Fwd: HHS & PS Committee meeting

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 12:03 PM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
389 Congress Street
Portland, ME 04101
BSR@portlandmaine.gov

Sign up for [my newsletter](#) or visit [my blog](#)!

Please Note: Under Maine law, emails sent or received by public officials or city employees may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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

From: **K. Scott Morrison** <kscottmorrison2@gmail.com>
Date: Mon, Mar 8, 2021 at 11:00 AM
Subject: HHS & PS Committee meeting
To: <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, <bsr@portlandmaine.gov>
Cc: <[ksnyder@portlandmaine.gov](mailto:ksnnyder@portlandmaine.gov)>, <sthibodeau@portlandmaine.gov>, <nmm@portlandmaine.gov>, <pali@portlandmaine.gov>, <azarro@portlandmaine.gov>, <afournier@portlandmaine.gov>, <cityclerk@portlandmaine.gov>

Good day HHS/PS city council committee members,

We've been following with significant interest your work on shelter licensing and small shelter zoning. From our perspective as 11 year Parris Street residents, shelter licensing and zoning is seriously needed and long overdue.

Your draft recommendations affirm our thoughts that the Bayside neighborhood has unfairly become the default Portland neighborhood for shelters and social services. Recommendations for a reasonable 2,500 foot spacing between facilities, and a buffer of no more than 250 beds within a 1 mile radius, are fair to neighborhoods as well as to recipients of shelter services. The recommendation that all shelters have adequate space for people to stay off the street during the day is essential for neighborhood safety.

While you continue your work we request the city council immediately enact a **moratorium** on allowing additional shelters in Bayside. Recent news that the city of Scarborough opened a new shelter managed by our Preble Street Inc. neighbors clearly demonstrates that new shelters can be established outside of Bayside. A moratorium in Bayside will help direct providers to consider other neighborhoods as locations for any needed shelter expansion or relocation. Given the statistics from our Oxford Street shelter, that upwards of 2/3 of that shelter's residents come from outside Portland, it is encouraging to hear that another municipality shares in providing shelter services.

Thank you again for your work and service to our city.

Best regards,

K. Scott and Mary Beth Morrison
[9 Parris St.](#)

Fwd: In support of Moratorium on emergency shelters in Bayside

1 message

Jon Jennings <jpj@portlandmaine.gov>

Mon, Apr 12, 2021 at 12:59 PM

To: Kristen Dow <kjd@portlandmaine.gov>, Adam Harr <ash@portlandmaine.gov>

For backup.

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

From: **Heidi Souerwine** <heidi.souerwine@gmail.com>

Date: Mon, Apr 12, 2021 at 12:55 PM

Subject: In support of Moratorium on emergency shelters in Bayside

To: Kate Snyder <ksnyder@portlandmaine.gov>, Nick Mavodones <nmm@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, <afournier@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, <azarro@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>

Cc: Jon Jennings <jpj@portlandmaine.gov>

Mayor Snyder, Councilors:

I know this is a busy week, so I'll be brief: writing in advance of tomorrow's meeting saying I'm in support of a moratorium on emergency shelters in Bayside.

After reading the memo online this weekend it's clear to me that the City should be able to easily and confidently advocate for this. Existing ordinances have already proven to be inadequate to prevent overburdening & public harm, which is why licensing is already in progress. Please allow long-overdue processes and boundaries to be enacted before any future site locations are considered in this already overtapped area.

Thank you for your consideration!

Heidi Souerwine

Mechanic St.

--

Jon P. Jennings

City Manager

City of Portland

389 Congress Street

Portland, ME 04101

(207) 874-8689 Office

(207) 874-8669 Fax

jpj@portlandmaine.gov

www.portlandmaine.gov

Fwd: Moratorium on emergency shelters in Bayside

1 message

Jon Jennings <jpj@portlandmaine.gov>

Mon, Apr 12, 2021 at 5:58 PM

To: Adam Harr <ash@portlandmaine.gov>, Christine Grimando <cdg@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>

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

From: **Carolyn Megan** <carolynmegan@gmail.com>

Date: Mon, Apr 12, 2021 at 5:37 PM

Subject: Moratorium on emergency shelters in Bayside

To: Kate Snyder <ksnyder@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, <mdion@portlandmaine.gov>, Nicholas Mavodones <NMM@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>

CC: Jon Jennings <jpj@portlandmaine.gov>

Dear Mayor Snyder and Councilors:

We are writing in support of a moratorium on shelters in Bayside and in support of implementation of the licensing process. As you know, Bayside carries the weight of shelters in the city and simply, neighbors have no way to advocate for themselves without licensing guidelines in place.

Additionally, it is the entire city's challenge and obligation for every neighborhood to support those dealing with housing, substance abuse and/or mental health challenges. A moratorium is fair and just governance to protect and to support all you constituents.

Thank you for your attention and good work,
Carolyn Megan
Michael Gelsanliter

Mechanic St
Bayside

--

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

Fwd: open comment item tonight + CDBG plans

1 message

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Wed, Apr 14, 2021 at 11:31 AM

Kristen Dow
Director of Health & Human Services
City of Portland
389 Congress Street
Portland, ME 04101
207-874-8633

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

From: **Heidi Souerwine** <heidi.souerwine@gmail.com>
Date: Tue, Apr 13, 2021 at 6:17 PM
Subject: open comment item tonight + CDBG plans
To: Belinda Ray <bsr@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>
Cc: Kate Snyder <ksnyder@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Nick Mavodones <nmm@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>

Dear Committee members, Councilors and Mayor Snyder:

Hoping you all are able to see this. I'm a bit shocked with the lack of advanced notice for public comment tonight on an issue that will have **so much impact**. I'm hoping to try to join tonight, AND I'm also **hoping** the City isn't trying to push this through without careful thought. Regardless, I wanted to send some thoughts in writing.

I'm pleased to see the city is finally preparing to discuss a shelter moratorium in Bayside. However I'm still left questioning whether it's understood that what west Bayside needs is **balance**.

I'm concerned about a number of ideas I've seen come out recently that collectively amount to the City doubling down on the environment that created the instability in Bayside this whole time. In considering the proposal to consolidate DHHS operations at 39 Forest, and in reviewing the various elements proposed in the City Manager's CDBG funds allocation, the City would be creating the same situation along Forest Avenue that it created years ago on Portland Street.

With Portland Housing Authority & Maine Needs on Forest, the Deering Oaks gatherings, the proposed "ultra low to no barrier housing services" at Spurwink on Park, a proposed consolidated DHHS at 39 Forest, reintroducing another day space as well - it seems the City is creating another social services corridor in a different area of Bayside. And, on a much busier thoroughfare in the city with existing significant safety issues. With none of the other consolidated services moving.

For those of you that don't live anywhere nearby, the situation in that immediate area has been extremely tenuous at best for the better part of the last two years. Longtime community members, residents, & neighbors on Forest on the block between Park & Cumberland are already leaving their homes, and abandoning their businesses because they can no longer handle the environment. I would urge you all to consider how these plans benefit the fabric of the neighborhood, and whether this would be reasonable anywhere else.

It often feels defeating trying to create a life here. We want to stay, but the panic, urgency, and stress when it feels like no balance is even desired for this neighborhood, is beyond challenging.

Being a public servant is such a hard job, and I do appreciate all of you. I am hopeful for some clarity, and want to encourage thoughtful urban planning.

Thank you,
Heidi Souerwine (& Jason Tropp)

Fwd: Portland Homeless Services (HSSPS 4/13/21)

2 messages

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Apr 12, 2021 at 1:02 PM

For backup.

Kristen Dow
Director of Health & Human Services
[City of Portland](#)
[389 Congress Street](#)
[Portland, ME 04101](#)
207-874-8633

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

From: **Jim Hall** <mtjimhall@gmail.com>
Date: Sun, Apr 11, 2021 at 8:27 PM
Subject: Portland Homeless Services (HSSPS 4/13/21)
To: Tae Chong <tchong@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>
Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Pious Ail <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, Jon Jennings <jjp@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>, City Clerk <cityclerk@portlandmaine.gov>

Dear Chair Chong, Councilors Ray and Dion,
(CC full council, city manager, DHHS director)

Re: Items on HSSPS Committee's 4/13/21 meeting relating to homeless services

— DHHS co-location —

I'm all for consolidation and facility improvements, from the perspective of administrative efficiency, service coordination, and potential program expansion (also the reason I've advocated for the homeless service center currently requesting proposals). The location on Forest between Congress & Cumberland makes a lot of sense – especially regarding the nascent on-peninsula prevention & diversion program.

My only concern is the potential for unfortunate behavior patterns that are well-documented to follow and cluster around such services. I was glad to learn that DHHS proposes to implement community security protocols in use at other locations. To be specific: **I am advocating for the types of street patrols by security professionals, and immediate response to abutter hotline calls, which have been successful at reducing negative impacts on the properties surrounding the OSS.**

— Emergency Shelter Moratorium —

"... a moratorium on certain emergency shelters is appropriate."

The month of February placed fully 33% of all Portland's calls for service within the quarter-mile of the Bayside Neighborhood (only a slight increase from our "normal" load). Passively allowing additional high-impact uses in this geographical location would overburden public facilities even more. In January of this year, the reviewing body for

conditional use standards enacted in 2017 found that current code is inadequate to prevent an operator with a miserable history of failing to manage community impacts from introducing new public harm in the affected area (...as Chief Clark testified: “There *will* be new impacts,” and as one board member stated: “This management plan is about as good as the paper it’s printed on”). Although Portland’s accretion of high-impact services over the decades has somehow progressed with no mechanism for municipal governance – I’m grateful that the committee is taking appropriate time to ensure success, therefore **I am advocating for a targeted moratorium to protect the Bayside Neighborhood while deliberations on licensing proceed.** This would be consistent with the Comp Plan requirement to act toward neighborhood equity in sharing both the benefits & costs of the city.

Portland (Bayside) already contributes so much more than its share in this domain, and I’m not convinced this particular municipality needs to encourage more and more “small” shelters to be sited within our boundaries in order to best serve either clients or the larger community. I would also point out that the Maine Statewide Homeless Council’s current strategy posits only 23 net new emergency beds *across the entire state* – instead following Portland’s lead in focusing on diversion, low-income housing development, rapid rehousing, retention, harm reduction, long-term-stayers, etc. In addition, at the federal level HUD Secretary Fudge has I stated that “Shelters are not the answer”. It’s worth noting that she calls out hotel use similar to temporary GA placement as a way to provide a more private and safe option than congregate settings.

I do hope that the modernization of Portland’s Regional Homeless Service Center will proceed with haste (and that LD-175 bond may eventually help defray funding), as we cannot close shelters before other programs effectively reduce need, and the region’s current facilities are woefully inadequate. I also support the model of a central intake triage collaborating with satellite specialists. But given the history and unfolding events, it could actually be appropriate to pause new shelter applications city-wide.

— Licensing Reporting Requirements —

A way to track neighborhood concerns and resolution is CRITICAL to the success of any new shelter application. If this is not required in the reporting section, it *must* be included via some other mechanism. Information about community meetings attended is less useful, at least in the case of one operator that has proven hostile to its host neighborhood. I feel that it’s important to track CTO reason and recidivism – though I agree with Councilor Dion that this portion of the report could be provided to the operator by the Police Department (thereby removing any hardship around new requirements).

Thank you for your continued important work,
Jim Hall
Cedar St

—

Maine Statewide Homeless Council Analysis
<http://www.mainehomelessplanning.org/wp-content/uploads/2021/03/CSH-Maine-Data-Analysis-for-SHC-2021-03-09.pdf>

HUD Secretary quote
<https://www.washingtonpost.com/us-policy/2021/04/08/homeless-hud-marcia-fudge/>

American Rescue Plan Act HOME Supplemental Allocations
("The first of two funding streams to address homelessness in the American Rescue Plan.")
<https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP.pdf>

ME Non Entitlement	\$15,685,918
CNSRT-Auburn	\$ 1,700,829
CNSRT-Portland	\$ 3,594,143

LD 175 An Act To Authorize a General Fund Bond Issue To Create and Enhance Regional Homeless Shelters
<https://trackbill.com/bill/maine-legislative-document-175-an-act-to-authorize-a-general-fund-bond-issue-to-create-and-enhance-regional-homeless-shelters/1993678/>

Jon Jennings <jpj@portlandmaine.gov>

To: Kristen Dow <kjd@portlandmaine.gov>, Adam Harr <ash@portlandmaine.gov>

Mon, Apr 12, 2021 at 2:01 PM

Backup.

[Quoted text hidden]

--

Jon P. Jennings

City Manager

[City of Portland](#)

[389 Congress Street](#)

[Portland, ME 04101](#)

(207) 874-8689 Office

(207) 874-8669 Fax

jpj@portlandmaine.gov

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Fwd: Shelter Licensing & Zoning

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 11:58 AM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
389 Congress Street
Portland, ME 04101
BSR@portlandmaine.gov

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

From: **Jim Hall** <mtjimhall@gmail.com>

Date: Sun, Mar 7, 2021 at 10:12 PM

Subject: Re: Shelter Licensing & Zoning

To: Tae Chong <tchong@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>

Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Pious Ail <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, Jon Jennings <jpp@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>, Christine Grimando <cdg@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>, Rich Bianculli <richb@portlandmaine.gov>, Jonathan Sahrbeck <sahrbeck@cumberlandcounty.org>, <cityclerk@portlandmaine.gov>

Dear HSSPS Chair Chong, Councilors Ray and Dion,

Re: Shelter Licensing & Zoning

Thanks for continuing to prioritize management of the emergency system Portland provides for the region. I'm glad to see baby steps toward county participation in their allocation of federal funds for a resettlement coordinator. And I'd like to applaud the ways staff are clearly taking to heart the public desire for better engagement and transparency, without creating inordinate delay.

Previously I've made blanket statements on the need for proactive community protections, but considering good actors like Milestone and Through These Doors, I now feel that licensing instead needs to include strong mechanisms to detect and control any specific cases where the operator needs to be compelled to respect their neighbors. It's clearly possible to manage a shelter without pissing off your community. The city shelter has also demonstrated that an honest partner can improve relations after letting impacts get out of hand. But not all actors in this space behave appropriately of their own accord.

I urge the HSSPS committee to recommend a narrow moratorium on new Bayside shelters in particular. The Bayside neighborhood needs more targeted protection than licensing can provide, and requires active healing medicine, not just passive "organic" growth. The so-called neighborhood vision of 20 years ago died on the vine, and this neighborhood is frankly still being abused. Was it right to cram the latest new, permanent emergency shelter into Bayside? Well, it technically met code, and apparently wider neighborhood context is out of scope for reviewing authorities. That leaves the city council as the only body that can produce any kind of holistic oversight.

As to more specific licensing solutions:

- Please consider a sunset provision for grandfathered operations. You've arrived at best practices with thorough research and collaboration, and it would be negligent to allow non-compliance in perpetuity just because a shelter already set up shop.
- The narrative that the proposed licensing language is too focused on neighbors is ridiculous. In the "Requirements" section (h)(vii)(6) is more explicit about internal emergency response than anything to do with community protections. The city shelter's own management model secures residential streets in an appropriate radius, and I'd like to see an explicit requirement to require this at other shelters when necessary. The phrase "around the facility" in (h)(vii)(5) appears similar to conditional use language denoting impact on "surrounding properties", which both planning and zoning have said limits their scope of consideration to abutting buildings, not overall neighborhood impacts. That wider context matters and must be considered at some stage.
- "Review Procedures" (c), (d) and (f) describe protocols only when the City Council reviews; shouldn't these include Permitting and Inspections as well?
- The current language regarding waivers for separate day space could effectively double the number of allowable shelters in a given buffer, and re-create the kind of neighborhood foot traffic that has proved so disastrous in Bayside.
- Removing metro proximity is an improvement that allows for creative strategies to help guests utilize transit in additional areas.
- Please define the domestic violence waiver better. Surely someone must review site plans, safe bed counts and such. The current language appears to give permission to site new shelters without allowing any determination of appropriate facilities. A clause calling for something like executive session seems more appropriate than an outright exemption.
- There are areas where code still needs rationalizing between shelter-specific conditional use standards and licensing. Some examples:
 - Sight-line requirements in conditional use would disallow a dorm/apartment style layout, but it's mentioned twice in licensing.
 - Buffers and densities should be described in shelter conditional use standards (e.g. see ch.14–6.5.6.K.1)
 - Conditional standards still include the loophole allowing zero day space within 1/4 mile of metro.
 - A specific amendment to January's conditional use approval required an advisory panel, and the approved plan included a 24-hour abutter hotline – while licensing requires a named community liaison – all good ideas, but not consistently applied.
 - Some conditional use requirements need clearer definition – for instance what constitutes adequate central office, sight-lines, onsite services & amenities, and day space. Preble Street's 5 Portland Street shelter was allowed to invent definitions that fit their plans, not the other way around, so it seems the current code doesn't produce the intended governance outcome. (... etc...)

I'll close by saying I'm proud of the way this city takes on more than our share when we see a regional problem that needs fixing. I'm grateful for specific attempts to correct previous failures of governance. And I can see that the HHSPS committee is committed to getting this right, and doing so in as timely a manner as possible.

Thanks,
Jim Hall
Cedar St

On Feb 8, 2021, at 9:45 PM, Jim Hall <mtjimhall@gmail.com> wrote:

To HSSPS Chair Chong, Councilors Ray and Dion,

Re: Shelter Licensing

Thank you for continuing to prioritize emergency shelter management. I'm glad to see some urgency now to complete the city's toolkit for overseeing this type of important but high-impact use.

After looking at the proposed ordinance, I have some concerns, comments, questions. I've attached a "redline" version I put together comparing last month's draft since one was not provided.

- **RENEWAL:** Under "Expiration Date"—Is "July 1" an example date, or intended as the actual ordinance (i.e. indicating that all shelters must renew by July 1st each year)? The first draft spelled out "Twelve Months" expiration. Please ensure that code does explicitly require yearly renewal.
- **PUBLIC HEARING:** Please consider requiring public hearing on renewal, not just initial application.
- **TIMING:** There are currently two dates affecting grandfathered locations – in "Licensing Requirements" (b) and "Performance Standards" (f) & (g). My reading is that a shelter use with all permits in hand as of Jan 31 but not technically "*in operation*" as of the effective date would simply need to obtain its initial license at a future date before they could begin operating. Please just make sure there's no loophole created.
- **GRANDFATHERING:** Some but not all of the language regarding shelter-specific conditional use standards is duplicated in this licensing ordinance ("management plan" etc) – but some existing shelters will have other requirements waived (e.g. to provide central office, sight lines, onsite services & amenities). I ask you to ensure that all relevant *operational* requirements *are* applied, even to grandfathered locations.
- **SUNSET:** Please consider a "sunset" for grandfathering, giving prior operations something like 5-10 years to meet ALL conditional use and licensing standards, else relocate to make all code requirements possible. There should not be an option for an inadequate facility to continue operating in perpetuity.
- **ZONING:** It would be appropriate at this time to openly acknowledge that the city is allowing (and operating) illegally zoned shelters, and lay out exactly how / when those need to come up to code.

- **AMENDMENTS:** Last month's planning approval for 5 Portland Street added several amendments creating additional conditions to the permit. and it's worth considering which of these should actually be permanent conditions. Some portion of code should definitely require a maximum allowable capacity both in terms of persons served and space used to be *set in writing*. Most of the monitoring metrics suggested by DHHS have been included in this licensing proposal, which makes conditional use language outdated.
- **ADVISORY PANEL:** This licensing proposal includes a requirement to meet monthly with neighbors – but an advisory panel with a broader array of stakeholders is a more beneficial forum. We have evidence that mere attendance at neighborhood meetings is not adequate to resolving concerns.
- **PUBLIC REPORTS:** There should be a requirement that monitoring reports be made publicly available on the operator's website.
- **CODE LANGUAGE:** I am of the opinion that the approved management plan for 5 Portland did not adequately meet code requirements in several ways - no centralized office; staff workstations will not provide sight lines to all sleeping areas; the only services actually offered "on site" will be case management and housing assistance; there is not a kitchen or pantry "for guests" (only separate production operations that will deliver meals); etc etc... Please consider whether that language needs to be clarified to better instruct the reviewing body as to intention of the law, or to spell out minimum allowable thresholds.
- **DAY SPACE:** Requirements for indoor day space should be tightened up. The current conditional use language has been copied to this licensing proposal, allowing shelters within 1/4 mile of a METRO line to ignore the need for day shelter space. Shelters with no day space force clients out into the neighborhood, and are not considered a best practice. Please consider striking the "*within 1/4 mile OR*" clause entirely – i.e. simply require all new emergency shelters to be located within 1/2 mile of metro AND provide day space AND draw up transit strategies. This is better for clients and for neighborhoods.
- **COMMUNITY PROTECTIONS:** The community must be ACTIVELY protected. Waiting for renewal to count complaints against an unspecified threshold next year is not enough. The proposed licensing language does at least mention things like "security plan", and reducing crime "around" the facility. Please explicitly require *preemptive prevention* of the right kind of neighborhood impacts, not just vague review of an undefined security plan. The proposed licensing language clearly lists many explicit requirements for *internal* safety – it needs to also include equally explicit *community* safety requirements. Please require active mitigation of known community impacts. This is especially important given the overall plan to expand small shelter zoning, which may site future emergency shelters in close proximity to residential homes.
- **THRESHOLDS:** The language around department review removed any mention of appropriate number of calls for service, public safety hazard, or life safety – despite requests from councilors to provide more definition in these areas. In my opinion this can and should operate similarly to the existing "disorderly house" ordinance. Please determine what a reasonable threshold is, enforce penalties, require oversight when necessary, and ultimately revoke the license if a shelter is unable to operate safely at the given location and capacity.

- **SUB-POPULATION:** I'm glad to see applicants will be required to describe the intended population. This language should be stronger to align with city policy and plans. Please require that intake *only* be allowed via the city's central system. I would also suggest any proposed shelter prove it will fill a gap in the existing system. Emergency shelter should not be a "competitive" business; all parties must submit to the fact that this municipality is overseeing a complex system, and has the right and responsibility to manage it appropriately.
- **STANDARDS:** This licensing proposal includes items such as requirements for crime prevention by environmental design; community relations liaison; emergency contact; emergency response protocols, etc. – which need to be included in the conditional use standards.
- **INSPECTIONS:** Last month's minutes show councilors requested that inspections should happen more than twice a year, and that there should be a method of overseeing city operations, but the new language doesn't describe this. Please consider filling this in.
- **ENFORCEMENT:** Generally, this city needs to correct course from a history of failure to actively enforce existing laws surrounding homeless services. Chapter 15.8 is largely reactive unless there is immediate danger of irrevocable harm (I would submit that in many ways irrevocable harm has already been created in the Bayside Neighborhood). The more explicit licensing can be about ways that applicants must *reduce and prevent* known adverse effects, the better.

I'm very hopeful that the full council will soon pass really strong and durable licensing that protects everyone involved – clients, staff, and the host community. I'm also hopeful that the current council & city staff may find ways to encourage other municipalities, regional bodies, the state, and even federal actors, to participate more actively. Many thanks to you and everyone in this city who goes above and beyond to provide regional services, and to ensure they are managed well.

Sincerely,
Jim Hall
Cedar St Portland

<Shelter Licensing - ANNOTATED.pdf>

Fwd: Shelter licensing general comments

2 messages

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>
Cc: Tae Chong <tchong@portlandmaine.gov>

Tue, Mar 9, 2021 at 5:23 PM

And since I forwarded the ones Mark sent along, I should ask that these be added, too. Again, if not tonight, to the packet for this meeting and then again next month when we are more likely to vote. A couple more coming your way, Adam.

Thanks!

Best,

Belinda
Belinda S. Ray (*she / her / hers*)
City Council, District 1
[389 Congress Street](#)
[Portland, ME 04101](#)
BSR@portlandmaine.gov

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

From: **Sarah Michniewicz** <sarahmichniewicz@icloud.com>
Date: Tue, Mar 9, 2021 at 3:58 PM
Subject: Shelter licensing general comments
To: Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>
Cc: <cityclerk@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Jon Jennings <jjp@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>

Hello Chair Chong, Councilor Dion, and Councilor Ray,

Thank you once again for pursuing shelter licensing. I hope you will consider moving this on to the full council with a strong recommendation for passage, after incorporating community feedback on buffers and spacing as recommended by staff. I have a couple of thoughts and questions:

- Allowing separate day space is tantamount to replicating the untenable situation in Bayside; it would contradict the purpose of moving to a best practice model of having all resources in one site and potentially double the amount of shelter space in any given area. This reversion to a campus-style shelter would potentially increase staffing costs for providers and create unnecessary resistance in prospective neighborhoods, thus fulfilling shelter provider prophecies.

Perhaps a better approach would be to allow waivers only for existing shelters. The Oxford Street Shelter has been voluntarily providing day space since 2017 without it being required.

- Regarding waivers for domestic violence shelters, please ask staff for clarification on best practices regarding proximity of DV shelters to general population shelters and how location may effect the goals of operators and the need for confidentiality.

- At the February HHS meeting advocates recommended ditching controls such as retroactive licensing, buffers and spacing, deeming them arbitrary. It was stated that the recommendations are too focused on neighborhoods, an argument echoed by the letter you recently received from the Emergency Shelter Assessment Committee, who went further, asking you to abandon the licensing effort entirely.

If necessary, please clarify at this meeting that the purpose of municipal licensing is to benefit consumers, to be sure, but also ensure the safety of the public, mitigate impacts on abutters, and serve the interests of the City. It's frankly ridiculous to suggest otherwise, or to imply that to do so would unfairly or illegally single out emergency shelters or people experiencing homelessness.

The City has had a wonderful history of caring for people seeking shelter, and a terrible track record for supporting constituents residing near those shelters. That has improved a lot in recent years because of proactive measures taken by the City to provide day space, bathrooms and storage at the OSS. But the biggest limitation to siting shelters in neighborhoods other than Bayside remains a lack of reliable standards that benefit the entire community. Licensing is the next logical step.

Shelter operators fear difficulty siting shelters, based on the pushback from neighborhoods, whose own fears are based on the well-documented crime, disorder, and severe quality of life impacts that have come from having too many services in one area and next to no controls or recourse for mitigation. It's a feedback loop that can only be disrupted by doing something better, something that supports the entire community. Creating a licensing scheme will interrupt that cycle by giving neighborhoods confidence that shelters can be good neighbors, that excessive impacts will be addressed, and will ultimately make it easier to site shelters.

The idea that the City can, should, or will be able to effectively deal with potential impacts from emergency shelters by putting out fires is simply not an acceptable substitute for licensing. It hasn't been for the past 20 years.

No one I know expects utopia, just a fair and reasonable levels of impact. Not fair and reasonable as defined by operators, or by onlookers who insulate themselves in nearby towns that actively prohibit shelters, but fair and reasonable to an average person on an average street in an average Portland neighborhood, deserving to live their life with an average amount of urban disruption. In other words, we expect everyone to act like neighbors.

As I wrote in [this](#) letter to the editor, we must all respect each other. If shelter providers are not willing to voluntarily and proactively consider the needs of the entire community, the City must do it. You have the opportunity to turn things around, to create a framework within which shelters become welcome neighbors. Please take it.

Sincerely,

Sarah Michniewicz
Cedar Street, Portland

PS - Regarding small shelter zoning, it's worth noting that at the Maine Homelessness Planning meeting this morning, the data and recommendations that were shared lean away from increasing permanent shelter bed capacity. In fact, the State sees a current need for only 23 additional shelter beds statewide, based on current data and future predictions, even accounting for evictions and the current economic trajectory. The pandemic-related reduction in shelter beds is seen as an opportunity to not refill them, and move people into permanent housing instead.

- The data and shelter system redesign planning envisions the closing of emergency shelters as the focus on permanent, transitional, supportive, subsidized and affordable housing increases supplies, and prioritizes enhancing diversion programs to keep people out of homelessness in the first place. A specific diversion program has been developed and service hubs are being offered training to implement it.
- Data also shows that compared to other exits to permanent housing from homelessness, exit from emergency shelter has the poorest outcome, 18% compared to roughly 75% for exits via rapid rehousing, transitional housing, and supportive housing.

The slideshow from the meeting is [here](#).

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 11:58 AM

Here you go, Adam. I'll send the others, too. Sorry it didn't work the other way!!
[Quoted text hidden]

Fwd: Shelter licensing

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 11:59 AM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
[389 Congress Street](#)
[Portland, ME 04101](#)
BSR@portlandmaine.gov

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

From: **Carolyn Megan** <carolynmegan@gmail.com>

Date: Tue, Mar 9, 2021 at 11:21 AM

Subject: Shelter licensing

To: Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>

Dear Councilors Chong, Dion and Ray:

Thank you for the time and care you have brought to the discussion of licensing shelters in Portland. This work and conversation is long overdue and is crucial for the well-being of both shelters and the neighborhoods in which they are situated. As there is no recourse for residents to be heard in expressing concerns about shelters' impact on neighborhoods, your work is timely and much needed. Additionally, the work underscores the larger visioning for how the city as whole - each neighborhood - can address issues of homelessness.

As an extension of this work, I ask that you urge the City Council to place a moratorium on any new shelters in Bayside until the city can best address Portland's shelter system as a whole.

No doubt there are difficult conversations ahead but this work is a good first start.

Thank you,
Carolyn Megan

Fwd: Shelter Licensing

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 12:04 PM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
[389 Congress Street](#)
Portland, ME 04101
BSR@portlandmaine.gov

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From: **Michael Gelsanliter** <mrgelsanliter@gmail.com>

Date: Tue, Mar 9, 2021 at 8:36 AM

Subject: Shelter Licensing

To: <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Jon Jennings <jjp@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>, <ksnyder@portlandmaine.gov>, <tchong@portlandmaine.gov>

Dear Councilors and Mayor Synder,

Please justly consider a moratorium on additional new shelters in Bayside until adequate time can be given to study how shelters can best serve the greater Portland community.

The effort, time and energy should not be spent on another new Bayside Shelter when we just had one approved. In good conscience shouldn't the location of additional new shelters be more equitable around the city.

Thank you for your consideration and all your hard work,

Sincerely,

Michael Gelsanliter
32 Mechanic Street

Fwd: Shelter spacing recommendations

1 message

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Sun, May 9, 2021 at 3:56 PM

For backup

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

From: **Sarah Michniewicz** <sarahmichniewicz@me.com>

Date: Sun, May 9, 2021 at 2:55 PM

Subject: Shelter spacing recommendations

To: Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>

CC: Kristen Dow <kjd@portlandmaine.gov>, Christine Grimando <cdg@portlandmaine.gov>, Jon Jennings

<jpj@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>

Hello Chair Chong, Councilor Dion and Councilor Ray,

I'm writing in regards to the updated emergency shelter licensing recommendations and buffer/spacing suggestions. The recommendation for no more than 250 beds in a 1 mile radius makes good sense and I'm pleased that's been supported even though Bayside will still be far over that limit for the foreseeable future.

However I don't understand how staff came to recommend a mere 500' between any two shelters. This is actually a little /ess than the current spacing between the Oxford Street Shelter/Family shelter area and Preble Street's teen shelter/5 Portland Street shelter area (formerly consistency utilized as 75 bed overflow site). All evidence points to that being far too dense for one area, as the memo for the shelter moratorium illustrates in detail. Please ask staff to explain this recommendation.

The rationale given in the memo is that 500' is sort of a default setting - it's the maximum buffer used in the City for a potentially high-impact use. But requiring *any* spacing or buffer for a given use means implicitly that there's something unique about that use that's known to cause, or suspected to cause, excessive impact. So for the 500' spacing recommendation to have any meaning staff must be able to articulate a relationship between impacts of an emergency shelter and, in the example staff gives, a marijuana business.

Additionally, this spacing recommendation has to be considered in the context of LD 1478, the proposed legislation that would legalize the behaviors that are at the heart of the disorder and police calls for service in Bayside. Though the requirement that shelters have adequate day space will certainly be helpful in regards to loitering and other concerns, it's a fact that people will continue to use the public space to engage in behaviors prohibited at shelters. 500' spacing will do next to nothing to prevent any one area from carrying an undue burden, even less so should this bill pass.

Based on what's known about the impacts of current shelter spacing and shelter demographic overlap (families, teens and adults all sheltered in one area), the spacing required in this licensing should be at least 1000', preferably 1200'-1500' in order to reflect current understanding of impacts and support the City's overall goals as an equitable provider of emergency shelter.

As to the rest of the licensing recommendations I'm pleased to see they have continued to be strong and clear. There is one worrying clause though:

Performance Standards, section e) *The facility must provide indoor space to permit shelter guests day shelter. If it would cause the shelter an undue burden to provide the indoor, the shelter may apply for a waiver of this requirement if they are able to provide alternative indoor day shelter space within ¼ mile of the shelter.*

- Please *only* make this waiver available to existing shelters. Allowing new, planned shelters this option of a "campus" approach conflicts with conditional use standards and best practices for emergency shelters, and

undermines the intent of this licensing. On multiple occasions councilors and staff have underscored the folly of pushing people out in the morning and lining them up again at night to get back in, citing it as one of the main factors contributing to the disorder and friction in Bayside. A standard that prevents that scenario shouldn't be considered an undue burden.

- Also, consider amending this section to clarify that any such alternative indoor day shelter space allowed by this waiver is subject to the licensing standards governing operations of the main overnight shelter.

Please also consider making the Pre-existing Shelters section clearer. The goal, as I understand it, is to allow shelters operating or permitted to operate as of Jan 31 2021 to maintain their standing; and to prohibit additional shelters, or relocations, or expansion of existing shelters in excess of the licensing's buffer and spacing requirements. However as written the language in this section is difficult to parse.

Thank you, I appreciate your careful attention to this important matter.

Sarah Michniewicz
Cedar Street

--

Kristen Dow
Director of Health & Human Services
[City of Portland](#)
[389 Congress Street](#)
[Portland, ME 04101](#)
207-874-8633

Fwd: tonight's discussion - emergency shelter licensing

1 message

Belinda Ray <bsr@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Mon, Mar 15, 2021 at 11:59 AM

Belinda S. Ray (*she / her / hers*)
City Council, District 1
389 Congress Street
Portland, ME 04101
BSR@portlandmaine.gov

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From: **Heidi Souerwine** <heidi.souerwine@gmail.com>

Date: Tue, Mar 9, 2021 at 3:54 PM

Subject: tonight's discussion - emergency shelter licensing

To: Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>

Cc: Kate Snyder <ksnyder@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>

Dear HHS Committee members and Councilors,

Thank you for the continued discussion, consideration of, and movement forward on our city's shelter regulations. I've been encouraged by thoughtful questions during the committee's dialogue on this topic over the past several months. It's complicated, and I know these topics are especially challenging in our current climate, so I thank you for your continued engagement, and desire for alignment.

I write in support of the more thoughtful shelter licensing and zoning policies under discussion. I think these policies help move away from the dense concentration of social services that has neither benefited individuals experiencing homelessness, nor the neighbors who wish to be in community with them.

I encourage you to take action on shelter licensing at the meeting tomorrow, and send it to the full Council. In the documents posted online I see many things I support that will be crucial to building public understanding and support for shelters around our city, and, are normal parts of licensing and zoning regulations:

1. a buffer of no more than 250 beds within a 1 mile radius.
2. spacing of 2500 feet between facilities.
3. requirement that all shelters must have adequate space for people ONSITE to be able to stay off the street during the day.
 1. I see waivers have been suggested, and I would STRONGLY recommend finding a way to limit those. Otherwise, we're setting up a scenario of ping-ponging vulnerable people between spaces, again, which goes against best practices to serve these individuals and help them overcome permanent homelessness.

However, there's one thing I don't see yet that is CRITICAL: strict rules preventing institutions from undermining this process and skirting the policies in progress:

a moratorium on any new shelters in Bayside.

Why is this so important? As you all know, one shelter has already been added to Bayside, bringing our tiny half of this neighborhood up to 451 beds within the suggested 1 mile radius. That's almost as many beds OVER (201) the suggested maximum of 250.

The City was able to do something similar for development in Munjoy Hill. Doing so right can only help you, our Council, serve our City better in making sound, thoughtful policy decisions by looking at a complete picture, absent of counterproductive pieces running in parallel.

If the City staff are recommending that before further action is taken, [outreach](#) should be conducted with neighborhood associations and shelter providers to get feedback and information (GREAT idea, wish our neighborhood had this), AND they are also recommending [community surveys](#) be conducted to hear what people think about small shelter zoning, allowing other things to proceed in tandem will undermine these efforts. and the transparency I know you all strive for.

Thank you for your diligent work, and I look forward to the discussion this evening.

Heidi Souerwine
Mechanic St.

Fwd: Updated Letter on Shelter Licensing from ESAC

3 messages

Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>

Fri, Jun 4, 2021 at 10:26 AM

For backup.

Thank you,
Kristen

Kristen Dow
Director of Health & Human Services
[City of Portland](#)
[389 Congress Street](#)
[Portland, ME 04101](#)
207-874-8633

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

From: **Jon Jennings** <jpj@portlandmaine.gov>
Date: Fri, Jun 4, 2021 at 10:22 AM
Subject: Fwd: Updated Letter on Shelter Licensing from ESAC
To: Kristen Dow <kjd@portlandmaine.gov>

Please add to the backup for the committee meeting.

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

From: **Pious Ali** <pali@portlandmaine.gov>
Date: Fri, Jun 4, 2021 at 10:20 AM
Subject: Re: Updated Letter on Shelter Licensing from ESAC
To: Homeless Voices for Justice <hvj@preblestreet.org>
CC: Kate Snyder <ksnyder@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>, Katherine Jones <klj@portlandmaine.gov>

Mayor

Can we add this to the backup materials as well Thanks. I have copied the city clerk and the manager just as FYI.
Thanks

Respectfully

Pious Ali

City Councilor At-Large

City Hall

[389 Congress Street](#)

[Portland, ME 04101](#)

PALI@PortlandMaine.gov

[2078074283](tel:2078074283)

On Thu, Jun 3, 2021 at 3:21 PM Homeless Voices for Justice <hvj@preblestreet.org> wrote:

To: Portland City Council Health and Human Services and Public Safety Committee, and City Council

From: Portland's Emergency Shelter Assessment Committee

The Emergency Shelter Assessment Committee (ESAC) was formed in 1987 to monitor and respond to the emergency shelter needs of individuals who are homeless in the City of Portland. One of the ways ESAC works to accomplish this objective is by collecting, aggregating, and disseminating crucial data that illustrates the scope and magnitude of need.

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Signed,

ESAC Tri-Chairs: City of Portland, United Way, Homeless Voices for Justice

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

Anna Brewer <abrewer@preblestreet.org>

Mon, Jun 7, 2021 at 4:24 PM

To: "Aaron Geyer (aeg@portlandmaine.gov)" <aeg@portlandmaine.gov>, Adam Harr <ash@portlandmaine.gov>

From: Pious Ali <pali@portlandmaine.gov>
Sent: Friday, June 4, 2021 1:53 PM
To: Jon Jennings <jjp@portlandmaine.gov>
Cc: Dena Libner <dlibner@portlandmaine.gov>; Homeless Voices for Justice <hvj@preblestreet.org>; Kate Snyder <ksnyder@portlandmaine.gov>; Katherine Jones <klj@portlandmaine.gov>
Subject: Re: Updated Letter on Shelter Licensing from ESAC

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Thank you

Respectfully

Pious Ali

City Councilor At-Large

City Hall

389 Congress Street

Portland, ME 04101

PALI@PortlandMaine.gov

2078074283

<http://www.portlandmaine.gov>

[Sign up to receive updates on my work](#)

On Fri, Jun 4, 2021 at 10:23 AM Jon Jennings <jjp@portlandmaine.gov> wrote:

I forwarded this to HHS staff to include in the backup for the committee.

On Fri, Jun 4, 2021 at 10:20 AM Pious Ali <pali@portlandmaine.gov> wrote:

Mayor

Can we add this to the backup materials as well Thanks. I have copied the city clerk and the manager just as FYI. Thanks

Respectfully

Pious Ali

City Councilor At-Large

City Hall

389 Congress Street

Portland, ME 04101

PALI@PortlandMaine.gov

2078074283

<http://www.portlandmaine.gov>

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From: Portland's Emergency Shelter Assessment Committee

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Signed,

ESAC Tri-Chairs: City of Portland, United Way, Homeless Voices for Justice

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

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Kristen Dow <kjd@portlandmaine.gov>
To: Adam Harr <ash@portlandmaine.gov>
Cc: Aaron Geyer <aeg@portlandmaine.gov>

Mon, Jun 7, 2021 at 5:13 PM

Hi Adam,

This is a correction to an item that is currently in the HHS & PS Committee packet for tomorrow night's meeting and should also be added as backup materials.

Thank you,
Kristen

Kristen Dow
Director of Health & Human Services
City of Portland
389 Congress Street
Portland, ME 04101
207-874-8633

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

From: **Aaron Geyer** <aeg@portlandmaine.gov>
Date: Mon, Jun 7, 2021 at 4:53 PM
Subject: Fwd: FW: Updated Letter on Shelter Licensing from ESAC
To: Dow, Kristen <kjd@portlandmaine.gov>

Good Afternoon Kristen,
I wanted to send this along as an FYI from earlier today.

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

From: **Anna Brewer** <abrewer@preblestreet.org>
Date: Mon, Jun 7, 2021 at 4:47 PM
Subject: FW: Updated Letter on Shelter Licensing from ESAC
To: Aaron Geyer (aeg@portlandmaine.gov) <aeg@portlandmaine.gov>

From: Homeless Voices for Justice
Sent: Monday, June 7, 2021 2:05 PM
To: Homeless Voices for Justice <hvj@preblestreet.org>; tchong@portlandmaine.gov; Mark Dion <mdion@portlandmaine.gov>; Belinda Ray <bsr@portlandmaine.gov>
Cc: Azarro@portlandmaine.gov; afournier@portlandmaine.gov; Nicholas Mavodones <nmm@portlandmaine.gov>; Spencer Thibodeau <sthibodeau@portlandmaine.gov>; Kate Snyder <ksnyder@portlandmaine.gov>; Pious Ali

<pali@portlandmaine.gov>

Subject: RE: Updated Letter on Shelter Licensing from ESAC

Dear City Council Members,

We are emailing to make a correction to the updated ESAC letter on shelter licensing that we sent last Thursday, 6/3. The email was signed the “ESAC Tri-Chairs: City of Portland, United Way, Homeless Voices for Justice.” However, the City of Portland and United Way of Greater Portland abstained from the vote as referenced in the body of the letter. We are emailing to correct the record, noting that the City and UWGP abstained and should be removed as signers.

Thank you,

ESAC

From: Homeless Voices for Justice

Sent: Thursday, June 3, 2021 3:21 PM

To: tchong@portlandmaine.gov; Mark Dion <mdion@portlandmaine.gov>; Belinda Ray <bsr@portlandmaine.gov>

Cc: Azarro@portlandmaine.gov; afournier@portlandmaine.gov; Nicholas Mavodones <nmm@portlandmaine.gov>; Spencer Thibodeau <sthibodeau@portlandmaine.gov>; Kate Snyder <ksnyder@portlandmaine.gov>; 'Pious Ali' <pali@portlandmaine.gov>

Subject: Updated Letter on Shelter Licensing from ESAC

To: Portland City Council Health and Human Services and Public Safety Committee, and City Council

From: Portland's Emergency Shelter Assessment Committee

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Signed,

ESAC Tri-Chairs: City of Portland, United Way, Homeless Voices for Justice

--

Aaron Geyer
Director of Social Services
[City of Portland](#)
[196 Lancaster Street](#)
Portland, ME 04101
(207) 482-5131

aeg@portlandmaine.gov

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Re: Dion Fwd: Shelter Licensing Ordinance Comments

3 messages

Belinda Ray <bsr@portlandmaine.gov>

Tue, Mar 9, 2021 at 5:21 PM

To: Mark Dion <mdion@portlandmaine.gov>, Adam Harr <ash@portlandmaine.gov>

Cc: Tae Chong <tchong@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>

I'm forwarding this to Adam to be added to our meeting packet. Adam - I know it's late for this evening, but could you add these to the evening's packet when you get a chance so that they are a part of the public record on this?

We can't discuss this online/via email as it would be a violation of the sunshine/sunlight rules with regard to public meetings.

Thanks for forwarding these along, Mark.

Best,

Belinda
Belinda S. Ray (*she / her / hers*)
City Council, District 1
[389 Congress Street](#)
[Portland, ME 04101](#)
BSR@portlandmaine.gov

Sign up for [my newsletter](#) or visit [my blog](#)!

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On Tue, Mar 9, 2021 at 4:09 PM Mark Dion <mdion@portlandmaine.gov> wrote:

Tae, Belinda,

I had a meeting with small shelter operators yesterday that included an attorney from Maine Equal Justice. I listened to their feedback and can summarize as follows:

1. Grandfathering existing shelters: a concern that the language is not sufficiently clear
2. Rationale: no expression by the Committee as to what we want to accomplish with passage of the ordinance. They believe licensing should be about assuring the "quality" of program and services rather than a tool for policing public conduct.
3. No sense of the adverse fiscal consequences that will fall upon operators as a consequence of the ordinance going into effect.

There was a lot of sentiment and given that condition I asked that they send me a more concrete collective assessment of the ordinance.

I just received that and it is attached below.

Mark

Begin forwarded message:

From: Oliver Bradeen <obradeen@milestone-recovery.org>
Subject: Shelter Licensing Ordinance Comments
Date: March 9, 2021 at 3:19:20 PM EST
To: "mdion@portlandmaine.gov" <mdion@portlandmaine.gov>

Hi Counselor Dion,
I have attached comments regarding the Shelter Licensing Ordinance
Thank you for your time,

Memo:

Date: March 9, 2021

To: The City of Portland Health and Human Services & Public Safety Committee

From: Oliver Bradeen, Milestone Recovery on Behalf of Portland's Private Non-Profit Shelter Providers (Milestone Recovery, Preble Street and Through These Doors)

RE: City of Portland Shelter Licensing Ordinance Comments:

At the February 2021 Health and Human Services & Public Safety Committee meeting councilors suggested that they wanted to hear feedback from the providers of shelter in the city of Portland. As a preliminary response to that request we, Portland's three non-profit shelter providers, have compiled the following feedback on the shelter licensing ordinance.

We want to be clear, that this feedback is based on the February 2021 draft licensing ordinance and a brief review of the March draft posted on Friday March 5th. As the document is revised following this evening's meeting, we request that the HHS & PS committee provide a copy to shelters and other homeless service providers for review at least 2 weeks before a committee meeting where it will be discussed. This will ensure that providers who work closest with individuals experiencing homelessness have the opportunity to provide comprehensive feedback on the potential impacts of the proposed ordinance on services and clients.

Impact on Shelters:

The reporting requirements, mandated meetings and added security requirements will impact staffing. Without clear frameworks it is hard to understand the actual impact on personnel hours. At a minimum this would add duties to already overloaded staff at all levels of shelter operations.

To meet the requirements of the licensure, we may have to hire an additional staff to manage the additional data collection, meetings and engagement with the city. As I am sure you are aware, shelters are notoriously underfunded and most operate at a loss with current funding streams and have to supplement their budgets with donations. In addition, we are currently in the COVID-19 pandemic compounded by a substance use disorder epidemic. Both have already strained our shelter systems.

The cost of licensure probably seems low to the city council. Milestone is a 41 Bed Shelter, we would have an additional cost of \$500/year due to this ordinance. In order to pay for the new expense of licensure, we will have to cut corners somewhere. \$500 a year equals 5 new mats for our shelter. Once again, there is no funding stream for new mats for shelter providers and that does not include the cost of a pillow. We would much rather spend that money on improving services for our clients, than on a fee for licensure.

The ordinance, as it is currently written, takes very limited resources and forces us to prioritize the city's needs and the neighborhood concerns over the client's needs. We need to remember that people experiencing homelessness are disenfranchised, discriminated against, and have trauma histories. Experiencing homelessness itself is a trauma, one that individuals utilizing our shelters are experiencing every day. Collaborating with neighbors and the city are integral to the operation of shelters, but this is already happening out of necessity. The reality is that the problems that exist in our system of care for people experiencing homelessness are very complex, often have no solution and will not be able to remedied without further changes to the larger system, not just the shelter providers. This means that often neighbors will get answers they do not like.

Community Impact:

This licensure ordinance seeks to control neighborhood behavior. The presence of shelters does not dictate behavior in the community. This is a much larger societal problem and to scapegoat it to the shelter systems is misguided and shortsighted. We are in the midst of a substance use epidemic and during the COVID-19 pandemic, people's mental health symptoms have been exacerbated with less access to support services. The increase in mental health and substance use needs are not specific to

the population of people experiencing homelessness but impact all demographics. Often SUD and at times MH disorders lead people to homelessness. These complex issues are not going to be solved by this licensure and much of the unwanted behaviors in community are a result of a broken behavioral health treatment system and not shelter services.

We have sat in collaborative meetings with the City, Fire Department, Police Department, shelter providers, advocates, social service providers and people experiencing homelessness for years in Portland. Other communities in Maine and around the nation look to Portland as an example of community collaboration. These meetings have been filled with bright people, interdisciplinary approaches, local and state officials. Even with pooling all these resources, often challenging situations do not get navigated. The outcome is most often that we have no solution. We can give you case example after case example of how our system will fail the people who need it most. The resource that is there for people when all else fails them are our shelter systems. You don't have to like it, but our system of care has relied on shelters and law enforcement to prop the failing system up for decades. By enacting this licensure and limiting the ability to operate shelters the impact will be increased police and fire calls for service in the city, increased utilization of the emergency departments, camping will increase, and the jail will be the biggest homeless shelter in our city. The "if you build it they will come" narrative is a false one. If you look at any system in which shelter systems close, the people experiencing homelessness do not leave the area. They engage in other methods of seeking shelter, such as camping, tent cities, sleeping in doorways downtown, building temporary shelter and staying in temporary lodging. Regulating the shelters to the point that they cannot operate will negatively impact the community in a larger way than operating the shelters. Licensing shelters is not the appropriate approach to the challenges of the community. If the city wants to figure out a way to tackle the challenges it is seeing, work with ESAC, a group that has existed since 1987 and collaboratively works to end homelessness in the City of Portland.

Final thoughts:

We have many criticisms of this approach to engaging with these problems. If the goal of this ordinance is to make it impossible to operate shelters in the City of Portland, and to block new ones, then this ordinance is extremely successful. If the goal of this ordinance is to reduce the impact of shelter operations on neighbors and communities it misses the mark. It doubles down on an approach that has not been successful; trying to get social services to control community behavior that no other part of the system of care can manage and increased security/policing of individuals experiencing homelessness. We know that the approach and best practice to navigating these challenges is continuing to engage with our clients and global systems of care to foster change.

Oliver Bradeen, LCPC
Executive Director
Milestone Recovery
65 India Street
Portland, ME 04101
www.milestone-recovery.org
(207) 775-4790 ext. 114

Mark Dion
City Council / District 5
[389 Congress Street](#)
[Portland, Me 04101](#)

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Adam Harr <ash@portlandmaine.gov>

Tue, Mar 9, 2021 at 5:29 PM

To: Belinda Ray <bsr@portlandmaine.gov>

Cc: Mark Dion <mdion@portlandmaine.gov>, Tae Chong <tchong@portlandmaine.gov>, Jon Jennings <jpj@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>

It's up now!

Adam Harr (*he / him / his*)
Executive Assistant
Social Services Division
Health & Human Services Department
City of Portland
196 Lancaster Street
Portland, ME 04101
o: (207) 482-5144
f: (207) 775-7918
ash@portlandmaine.gov

[Quoted text hidden]

Mark Dion <mdion@portlandmaine.gov>

Tue, Mar 9, 2021 at 5:31 PM

To: Adam Harr <ash@portlandmaine.gov>

Adam I need a link for yje meeting
Councilor Dion

[Quoted text hidden]

Subject: ESAC votes unanimously on Shelter Licensing ordinance



hvj <hvj@preblestreet.org>

to tchong@portlandmaine.gov, Belinda Ray, Mark Dion

Tue, Mar 9, 2021

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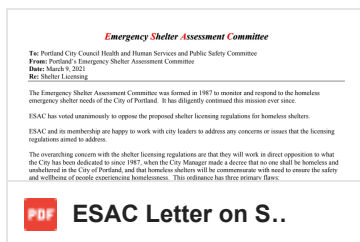
Good afternoon Chairperson Chong, Counselor Ray and Councilor Dion,

Please consider this urgent request from Portland's Emergency Shelter Assessment Committee (ESAC) recommending you vote against the proposed shelter licensing regulations. ESAC has gathered twice during the last week, discussing this issue for hours in depth. The vote was unanimous, with two abstaining votes.

As a collaboration of more than 15 organizations of homeless service providers, funders and people with lived experience that have expertise and many collective years of experience in addressing shelter needs in Portland, this position is telling. Please read the attached letter. Thank you for your consideration.

On behalf of ESAC,

Jim Devine, Homeless Voices for Justice



Emergency Shelter Assessment Committee

To: Portland City Council Health and Human Services and Public Safety Committee

From: Portland's Emergency Shelter Assessment Committee

Date: March 9, 2021

Re: Shelter Licensing

The Emergency Shelter Assessment Committee was formed in 1987 to monitor and respond to the homeless emergency shelter needs of the City of Portland. It has diligently continued this mission ever since.

ESAC has voted unanimously to oppose the proposed shelter licensing regulations for homeless shelters.

ESAC and its membership are happy to work with city leaders to address any concerns or issues that the licensing regulations aimed to address.

The overarching concern with the shelter licensing regulations are that they will work in direct opposition to what the City has been dedicated to since 1987, when the City Manager made a decree that no one shall be homeless and unsheltered in the City of Portland, and that homeless shelters will be commensurate with need to ensure the safety and wellbeing of people experiencing homelessness. This ordinance has three primary flaws:

1. It demonizes people who experience homelessness rather than supports their needs. It does this by representing them as criminals rather than people facing circumstances beyond their control, including inability to afford housing, mental illness, substance use disorder, being victims of domestic violence, or being temporarily or permanently unable to live with parents/family (unaccompanied youth).
2. It arbitrarily limits the amount of homeless resources based on geography rather than need. It does this by declaring limits on the number of people experiencing homelessness served within a square mile or other measures and it does this in a way that is discriminatory.
3. It offers grandfathering that diminishes the current homeless response, while handicapping future response, ignoring the patterns the City of Portland has seen with unmet homelessness demand, and putting homeless emergency shelter providers in an ultimately failing position to deliver emergency services as needed by the City.

All three of these will expose the City to a failed response to homelessness leading directly to homeless encampments – something counterproductive to the City and counterproductive to efforts to end homelessness.

We are dismayed that the proposed shelter licensing regulations are silent on efficiently, effectively, and ethically meeting the needs of people experiencing homelessness. They instead focused solely on how to manage a misperceived threat of people maligned and ostracized for experiencing the circumstances of homelessness.

We urge the City's Health and Human Services and Public Safety Committee to immediately terminate this proposed ordinance. We urge the City's Health and Human Services and Public Safety Committee to instead undertake efforts to meet with professional homeless service providers to develop strategies to directly and precisely address any concerns experienced by the City and its residents. The proposed ordinance would undo current efforts to end and prevent homelessness, and it would do so cruelly amid a pandemic, at a time where just last week four people experiencing homelessness died due to shelter occupancy limitations caused by a COVID-19 outbreak.

Please terminate this ordinance immediately and allow us to ensure people have safe access to emergency shelter in the City of Portland. Please help us end homelessness rather than exacerbate it.

A Collaborative of Services Providers, Consumer Groups, and Health & Human Services Agencies whose Primary Objective is to Ensure the Safety and Well-Being of Portland's Homeless.

Subject: Fwd: Shelter licensing general comments



Belinda Ray <bsr@portlandmaine.gov>
to Adam Harr, Tae Chong

Tue, Mar 9, 5:21

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And since I forwarded the ones Mark sent along, I should ask that these be added, too. Again, if not tonight, to the packet for this meeting and then again next month when we are more likely to vote. A couple more coming your way, Adam.

Thanks!

Best,

Belinda
Belinda S. Ray (*she / her / hers*)
City Council, District 1
389 Congress Street
Portland, ME 04101
BSR@portlandmaine.gov

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

From: **Sarah Michniewicz** <sarahmichniewicz@icloud.com>

Date: Tue, Mar 9, 2021 at 3:58 PM

Subject: Shelter licensing general comments

To: Tae Chong <tchong@portlandmaine.gov>, <mdion@portlandmaine.gov>, Belinda Ray <bsr@portlandmaine.gov>

Cc: <cityclerk@portlandmaine.gov>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Ali Pious

<pali@portlandmaine.gov>, Nicholas Mavodones <nmm@portlandmaine.gov>, Kate Snyder

<ksnyder@portlandmaine.gov>, <afournier@portlandmaine.gov>, <azarro@portlandmaine.gov>, Jon Jennings

<jpj@portlandmaine.gov>, Kristen Dow <kjd@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>

Hello Chair Chong, Councilor Dion, and Councilor Ray,

Thank you once again for pursuing shelter licensing. I hope you will consider moving this on to the full council with a strong recommendation for passage, after incorporating community feedback on buffers and spacing as recommended by staff. I have a couple of thoughts and questions:

- Allowing separate day space is tantamount to replicating the untenable situation in Bayside; it would contradict the purpose of moving to a best practice model of having all resources in one site and potential double the amount of shelter space in any given area. This reversion to a campus-style shelter would



Testimony of Frank D'Alessandro, Maine Equal Justice on Proposed Shelter Licensing Ordinance.

Good afternoon Chairperson Tae Chong and counselors Belinda Ray and Mark Dion sitting as The **Health & Human Services and Public Safety Committee.**

My name is Frank D'Alessandro and I am the Litigation and Policy Director of Maine Equal Justice. We are a civil legal service organization, and we work with and for people with low income seeking solutions to poverty through policy, education and legal representation. Thank for the opportunity to offer you testimony proposed shelter licensing ordinance.

Introduction

Fundamentally, we believe that any licensing ordinance should be focused on the health, safety and care for clients accessing services and not the neighborhood concerns that occur off premises from a given shelter facility or are not tied to the provision of high-quality services to clients. We ask that this Committee and the council as a whole ground its discussion by asking how the licensing ordinance protects those needing access to shelter itself.

In addition, we have the following specific comments concerning the proposed ordinance:

I. The Proposed 1-mile buffer zone and bed cap would impact every shelter located on Peninsula in Portland.

Maine Equal Justice is particularly concerned with the proposed bed limits and distance between shelter requirements.

As the city's own experience with finding the site of the shelter at Riverton and sites for temporary shelter for Covid overflow illustrate, even without ordinances restricting shelter's location, it is very challenging to find land or buildings that work for emergency shelter. The proposed buffer zone restriction adds an artificial barrier to shelter location and relocation. The proposed licensing ordinance will make it even harder for new facilities to open where land and property is available.

Furthermore, it and will also make it difficult for shelters to be renovated, expanded, or moved. This will make it more difficult for shelters to adapt to meet the changing needs of people experiencing homelessness while making it less likely that people experiencing homelessness will have access to adequate, safe, and modern facilities which should be the goal of the licensing scheme. As the Committee is aware, the Preble Street Wellness Shelter, the Joe Kreisler Teen

Shelter, Oxford Street, the family shelter, Florence House, Milestone and the DV Shelter are all located within a mile radius. The buffer zone provision would effectively preclude creation of any new emergency shelter on the peninsula.

While we appreciate that shelters that have been approved prior to January 31, 2021 will be grandfathered in, we recommend that this date be changed to the effective date of any ordinance that is finally passed by the City Council.

II. There is a lack of clarity about when an existing shelter would have to apply for a license to improve or change their facility

The buffer zone requirement may also impact an existing shelter as there is a lack of clarity in the proposed licensing requirement about when a shelter who changes its services or facility in order to make necessary improvements or to meet a new need experienced by the homeless community would be required to submit a new application.

III. The revised proposed ordinance was correct to remove the “unacceptable number of police (and Fire) calls” provision as it could have led to unintended consequences.

We agree that it was appropriate to remove this provision as it would have served to penalize a proactive and productive relationship between city public safety staff and shelter facilities. Law Enforcement calls often stem from an inadequate mental health system or struggles with substance use, precisely the type of circumstances that often lead to homelessness. Those who might interact with law enforcement are often those who most need the services provided by a homeless shelter. The ordinance should avoid such criminalization of homelessness.

Furthermore, police call provisions can have unintended consequences. This is the case with the disorderly house designation currently in city ordinance. Under this ordinance the city is able to designate a property “disorderly” and require the landlord to evict every tenant in the building. We have seen the disorderly house ordinance applied in a manner that allows for the blanket closing down of a building and eviction of lawful tenants who are not themselves engaged in dangerous behavior. Such a provision applied to shelters could result in the unintended closing of needed shelter facilities.

For these reasons among others, we are glad that this provision has been removed.

IV. The Licensing Ordinance raises concerns of disparate impact discrimination against those who access shelter in Portland including people of color, those with disabilities, and those navigating substance use diagnoses.

Finally, according to the Maine State Housing Authority 2019 Point in Time Survey 26% of Maine’s homeless population is Black or African American, and 13% were experiencing substance

abuse issues.¹ According to the same report, there is also a high rate of persons experiencing homelessness who report a disability.

As compared to the overall population, there is a disproportionate number of people of color and those with disabilities who experience homelessness.²

As set forth above, the licensing scheme being considered will negatively impact the availability of homeless shelter and related services. It will do this by requiring a buffer zone and by overemphasizing neighborhood concerns to the detriment of people experiencing homelessness. This will deprive people who are homeless of shelter for reasons unrelated to the behaviors of the vast majority of homeless individuals.

Not only do these requirements impose inappropriate requirements upon shelters, but they will also result in a disparate impact upon both people of color and individuals who suffer from mental illness, potentially violating the Maine Human Rights Act.³

¹ https://www.mainehousing.org/docs/default-source/housing-reports/2019-point-in-time-survey.pdf?sfvrsn=6d6fb415_4

² Only about 1% of the population is Black or African-American, 4.4% of the population suffered from a mental illness.

³ https://www.maine.gov/mhrc/sites/maine.gov/mhrc/files/inline-files/What_it_is.pdf

Subject: Re: Shelter Licensing & Zoning



Jim Hall <mtjimhall@gmail.com>

Tue, Mar 9, 2:14

to Jim Hall, Tae Chong, Belinda Ray, Mark Dion, Kate Snyder, Nicholas Mavodones, Pious Ail, April Fournier, Si

You are viewing an attached message. City of Portland Mail can't verify the authenticity of attached messages.

Hi Councilors Chong, Ray and Dion,

I just learned that ESAC voted in a non-public meeting to oppose shelter licensing altogether (presumably with city staff abstaining). I disagree that creating oversight on a known high-impact use is “demonizing”, “arbitrary”, or “diminishes” response. In fact, as my comments of 3/7 point out, the current licensing proposal is much more explicit about protections inside & “around” the facilities while having almost nothing to say about overall neighborhood impacts. Voluntary behind-the-scenes meetings with city staff may be another welcome solution, but it is NOT an appropriate total response to decades of zero governance. If certain actors in this space had not put the worst externalities of homelessness “on display” while continually disrespecting the community, it would not be so hard to site new shelters in the first place. Homeless services do not need to look like “a neighborhood under siege”, but it did. Please enact oversight that ensures that can never happen again, anywhere.

Jim Hall
Cedar St

On Mar 9, 2021, at 1:47 PM, Jim Hall <mtjimhall@gmail.com> wrote:

Hi Councilors Chong, Ray and Dion,

Apologies for the late add-on. I'm sure some of you are following the Maine Statewide Homeless Council's strategic planning for a better statewide system. I just wanted to point out a few data findings presented today, which may be relevant to Portland's overall strategy regarding management of homeless services.

<http://www.mainehomelessplanning.org/wp-content/uploads/2021/03/CSH-Maine-Data-Analysis-for-SHC-2021-03-09.pdf>

- (p21 of 40) – emergency shelter has the worst record regarding exit to permanent housing, compared to rapid rehousing, transitional housing, and supportive housing (and diversion was not even considered since there is not yet a state system)
- (p29 of 40) – The data suggests adding only 23 emergency beds across the entire state, with spoken analysis pointing to geographical areas that are underserved. Discussion outlined a goal of closing emergency shelters over time as more successful programs reduce the need.

Subject: Shelter licensing



Carolyn Megan <carolynmegan@gmail.com>

Tue, Mar 9, 1'

to Tae Chong, mdion, Belinda Ray, Spencer Thibodeau, Ali Pious, Nicholas Mavodones, afournier, azarro, Jon Jen

You are viewing an attached message. City of Portland Mail can't verify the authenticity of attached messages.

Dear Councilors Chong, Dion and Ray:

Thank you for the time and care you have brought to the discussion of licensing shelters in Portland. This work and conversation is long overdue and is crucial for the well-being of both shelters and the neighborhoods in which they are situated. As there is no recourse for residents to be heard in expressing concerns about shelters' impact on neighborhoods, your work is timely and much needed. Additionally, the work underscores the larger visioning for the city as a whole - each neighborhood - can address issues of homelessness.

As an extension of this work, I ask that you urge the City Council to place a moratorium on any new shelters in Beaverton until the city can best address Portland's shelter system as a whole.

No doubt there are difficult conversations ahead but this work is a good first start.

Thank you,
Carolyn Megan

Subject: tonight's discussion - emergency shelter licensing



Heidi Souerwine <heidi.souerwine@gmail.com>

Tue, Mar 9, 3:54

to Tae Chong, mdion, Belinda Ray, Kate Snyder, Spencer Thibodeau, Ali Pious, Nicholas Mavodones, afournier,

You are viewing an attached message. City of Portland Mail can't verify the authenticity of attached messages.

Dear HHS Committee members and Councilors,

Thank you for the continued discussion, consideration of, and movement forward on our city's shelter regulations. I have been encouraged by thoughtful questions during the committee's dialogue on this topic over the past several months. It's complicated, and I know these topics are especially challenging in our current climate, so I thank you for your continued engagement, and desire for alignment.

I write in support of the more thoughtful shelter licensing and zoning policies under discussion. I think these policies help move away from the dense concentration of social services that has neither benefited individuals experiencing homelessness, nor the neighbors who wish to be in community with them.

I encourage you to take action on shelter licensing at the meeting tomorrow, and send it to the full Council. In the documents posted online I see many things I support that will be crucial to building public understanding and support for shelters around our city, and, are normal parts of licensing and zoning regulations:

1. a buffer of no more than 250 beds within a 1 mile radius.
2. spacing of 2500 feet between facilities.
3. requirement that all shelters must have adequate space for people **ONSITE** to be able to stay off the streets during the day.
 1. I see waivers have been suggested, and I would **STRONGLY** recommend finding a way to limit them. Otherwise, we're setting up a scenario of ping-ponging vulnerable people between spaces, again which goes against best practices to serve these individuals and help them overcome permanent homelessness.

However, there's one thing I don't see yet that is **CRITICAL**: strict rules preventing institutions from undermining the process and skirting the policies in progress:

a moratorium on any new shelters in Bayside.

Why is this so important? As you all know, one shelter has already been added to Bayside, bringing our tiny half of this neighborhood up to 451 beds within the suggested 1 mile radius. That's almost as many beds **OVER** (201) the suggested maximum of 250.

The City was able to do something similar for development in Munjoy Hill. Doing so right can only help you, our Council, serve our City better in making sound, thoughtful policy decisions by looking at a complete picture, absent counterproductive pieces running in parallel.

If the City staff are recommending that before further action is taken, [outreach](#) should be conducted with neighborhood associations and shelter providers to get feedback and information (GREAT idea, wish our neighborhood had this), **AND** they are also recommending [community surveys](#) be conducted to hear what people think about small shelter zoning, allowing other things to proceed in tandem will undermine these efforts. and the transparency I know you all strive for.

MEMORANDUM

TO: Health and Human Services and Public Safety Committee

FROM: Anne Torregrossa, Associate Corporation Counsel

DATE: July 8, 2021

RE: Measuring distances and enforcement

The HHS Committee raised two questions at its last meeting that I would like to address. The first related to the appropriate way to measure the distance between shelters, and the second related to how enforcement would be conducted. This memo addresses both.

MEASURING

In discussing the way that distances should be measured under the proposed shelter licensing ordinance, the Committee asked for examples of how distances are measured in other areas of the City Code. The key is to consider 1) how the distance is measured; and 2) from where the distance is measured. Here are several examples from the City Code and state law:

1. **Bottle Club Distance from Schools, etc. (§ 3-28(d))**

The three hundred (300) foot distance shall be measured from the principal entrance of the school, dormitory, church, chapel or parish house to the principal entrance of the licensed premises by the ordinary course of travel.

2. **Public Nude Activity Distance from Others and from Schools, etc. (§ 4-91(b))**

The distance must be measured from the main entrance of the premises, as measured in a straight line, without regard to intervening structures or objects.

3. **Certain Marijuana Business Distance from Schools, etc. (§ 14-6.4.10(B)(1))**

Distance shall be measured from nearest property line of the respective marijuana-related use and the property line of the lot containing the public school, private school, or public preschool program.

4. **Certain Marijuana Business Distance from Residential Properties (§ 14-6.4.10(B)(2))**

Distance shall be measured from the nearest outer wall of the building housing the marijuana cultivation, manufacturing, or testing facility to the nearest applicable residential zone boundary. If the marijuana-related facility leases a room or suite of rooms within a building, including, without limitation, individual units within a shopping plaza or shopping mall, the nearest outer wall of the room or suite of rooms within which the facility is located shall constitute the nearest outer wall of the building housing that facility.

5. **Entertainment License Holders from Each Other in Downtown Entertainment Overlay District (§ 14-8.2.3)**

A business with an entertainment license as required or authorized by Chapter 4, Section 4-51(a) of the City of Portland Code of Ordinances within the Downtown Entertainment Overlay Zone may not be located within 100 feet of another business with an entertainment

license, as measured along or across public ways from the main entrance or entrances of each.

6. Liquor Licensee Distance from Schools, etc. (28-A M.R.S. § 701)

The distance must be 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.

ENFORCEMENT

There was a great deal of concern about how enforcement would be conducted in connection with shelter licensing. Hopefully, this brief overview of how the City currently conducts enforcement – and how it would conduct enforcement moving forward – will assuage some of the concerns raised.

With respect to certain City ordinances, as well as state laws enforced by the City, City inspectors already have the authority and jurisdiction to inspect existing shelters. By way of example, this would include the Building, Life Safety, and Fire Codes. Currently, the Fire Department and Permitting and Inspections Department conduct inspections of a variety of commercial and residential buildings, and their jurisdiction extends to all buildings in the City, including existing shelters. When the City conducts an inspection and finds violation of a code or statute, the inspector issues a Notice of Violation and Order to Correct (NOV). The NOV gives the owner or responsible party time to correct the violations that are commensurate with difficulty that correcting the violation poses and the threat that allowing the violation to continue poses. For example, missing smoke alarms might have a much shorter timeframe for correction than installing a full sprinkler system in a building. It is only after the owner or responsible party does not take any action will the City proceed to civil penalties or legal action.

One exception to this process is where a building or violation poses an imminent threat to safety, in which case a building might be posted against occupancy, or similar steps taken. Also, if a violation is a frequently repeated violation then the City might proceed directly to civil penalties or court action.

Licensing inspections proceed in the same manner. For example, the City's Health Inspectors regularly inspect City licensed restaurants for compliance with City Code and state statute. Again, a notice of Imminent Health Hazard (IHH) would be issued for any violations found during an inspection and the licensee would be given time to remedy the deficiency. Generally, a restaurant would not be shut down or otherwise impacted while they are correcting the deficiency, unless the deficiency posed an immediate threat to health and safety. Civil penalties, license suspension or revocation, or other legal action would not move forward unless the licensee did not comply with the City's orders.

The City's goal in enforcement has always been compliance, and City inspectors spend significant time and energy working with property and business owners to help them come into compliance. A very, very small percentage of violations end in civil penalties, license suspension or revocation, or other negative impact on the property or business owner. All of those are business

or owners who have been given numerous opportunities to voluntarily comply and have either refused or dragged their feet so long that it becomes clear that compliance is not forthcoming.

The same principles would be applied to shelter licensee inspections. Inspections would be based on City Code, state statute, or conditions of approval in the licensee's license. This would include their operating plan. The inspector's criteria would not be subjective, but would be based only on the code, statute, or license. Unless a violation posed an imminent threat, a license would be given notice and an opportunity to correct any violations. Civil penalties, license suspension or revocation, or other legal action would only be taken for those licensees who refused to correct violations or repeatedly showed the same violations to the point that the licensee is clearly not meeting their obligations.



CITY OF PORTLAND
Social Services Division
Aaron Geyer, Director

MEMORANDUM

TO: The Health & Human Services and Public Safety Committee

FROM: Aaron Geyer, Social Services Division Director

DATE: June 8, 2021

RE: Shelter Licensing Reporting Requirements and Definitions

At the last meeting, Councilor Dion asked if referrals to a different shelter were included in the list of reporting requirements and expressed interest in pairing down the list in order to increase efficiency. Referrals to other shelters are not currently included. Shelter to shelter referrals currently occur informally as a mechanisms to maximize beds across our shelter continuum and provide the best possible options for guests. Adding a shelter referral reporting requirement would be complicated to get accurate reporting given the nightly cross over that occurs.

In an effort to streamline the reporting requirements, I recommend eliminating (v) "total number of chronically homeless individuals accessing the shelter" with (vi) "total number of individuals who are defined as having long time stayer status" due to the overlap with individuals who meet both criteria. I also recommend Eliminating (xi) Crisis Calls for services, as those calls in large part could be captured in (xiii) police calls for service.

Below are two definitions the committee requested, but please note: eliminating (xi) completely removes the term "crisis calls for service" from the proposed ordinance:

- Long Term Stayer - An individual staying over 180 days in shelters (or outdoors) within a 365 day period (not necessarily consecutive).
- Crisis Calls for services- Calls placed to crisis line (774-HELP) and those to the Behavioral Health team within the Police Dept.

196 Lancaster Street • Portland, ME 04101 • 207-482-5131
aeg@portlandmaine.gov • portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Director

TO: Mayor Kate Snyder and Members of the City Council
FROM: Ethan Hipple, Director of Parks, Recreation & Facilities
SUBJECT: Proposal to Rename Bedford Park as "Noyes Park"
DATE: 10/22/21

The Council is asked to consider the renaming of Bedford Park as "Noyes Park". This change requires an amendment of Chapter 18 of City Code, and therefore Council approval.

Our Department has reviewed this proposed name change, which was requested by members of the Noyes family, and we have sought historical context from local historian Herb Adams and City Clerk Katherine Jones. Based on our research, we recommend that this name change be approved.

The parcel currently named Bedford Park is the triangular parcel of land currently bounded by Deering Ave, Bedford St and the discontinued section of Brighton Ave (adjacent to the University of Southern Maine campus).

It was sold to the City for \$7,215.59 in 1927 by the Noyes family. From the 1920s to sometime in the 1950s it was referred to as Noyes Park in various City guides, newspaper articles, and records. Sometime in the 1950s, the parcel became known as Bedford Park and has been named that ever since. Park names are typically approved by City Council and listed in Chapter 18 of City Code.

In the fall of 2021, City staff were approached by Anna and Henri Benoit, descendants of the Noyes family, about renaming Bedford Park as Noyes Park.

Since we were approached by the Noyes family, our Department has conducted the following research:

- Reviewed purchase and sale agreements (attached)
- Reviewed written history of Noyes and Bedford Park provided by local historian and SMCC professor Herb Adams.
- Reviewed Council meeting agendas and minutes from the 1940s and 1950s to learn if there was ever an official renaming of the park, or if it simply happened naturally. After an exhaustive search by City Clerk Katherine Jones, no records were produced that show an official renaming of the park.
- Reviewed Chapter 18 of City Code to find when exactly the name changed. There was no conclusive record of when the name changed. All available Chapter 18 records refer to the parcel as Bedford Park.
- Review by Public Works Archivist George Carhart. George produced two additional City maps from the 1930's showing plans with the parcel named "Noyes Park"
- Review by City Arborist Jeff Tarling (and Departmental Park Historian): The parcel has been referred to as Bedford Park as long as Jeff can remember, and he was unaware of any official name change from Noyes Park to Bedford Park.

Sincerely,

Ethan Hipple

Director, Parks, Recreation and Facilities Department
212 Canco Rd, Suite A
Portland, Maine 04103
207-808-5400
ehipple@portlandmaine.gov

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 18
Re: BEDFORD PARK RENAMED NOYES PARK**

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

- 1. That Section 18-11 of the Portland City Code is hereby amended to read as follows:*

Sec. 18-11. Parks and Public Grounds Dedicated. The following parks and public grounds are hereby subject to the provisions within this Article:

Andrews Square;
Back Cove Park and Trail;
Barrow's Park/Baxter Sundial;
Bayside Park/Stone Street Playground;
Bayside Trail;
Baxter Pines;
Baxter Woods;
~~Bedford-Noyes~~ Park;
Bell Buoy Park;
Belmeade Park;
Boothby Square;
Boyd Street Gardens;
Bramhall Square;
Capisic Pond Park;
Caldwell Square;
Clark Street Park;
Congress Square (specifically the remaining 1/3 of Congress Square);
Clark Street Playground;
Deering Oaks Park;
Dougherty Field;
Eastern Promenade Park(including East End Beach and Trail);
Fessenden Park;
Fort Allen Park;
Fort Gorges;

Fort Sumner Park;
Fox Field/Kennedy Park;
Harborview View and Tate-Tyng Park and Playground;
Heseltine Park;
Lincoln Park;
Longfellow Park;
Longfellow Square;
Lobsterman Park;
Marada Adams Playground;
Martin's Point Park;
Monument Square;
Munjoy South Playground;
Nason's Corner Park;
Payson Park;
Peppermint Park;
Pedro Field;
Pleasant Street Park and Playground;
Post Office Park;
Quaker Park;
Riverside Golf Course;
Riverton Trolley Park;
South Street Playground;
Stroudwater Park (Waldo Street and Westbrook Street);
Taylor Street Park;
Tommy's Park;
Trinity Park;
Western Promenade Park; and
Winslow Park.

BE IT FURTHER ORDERED, that the following list in an Editor's Note in Chapter 18 shall be amended to read as follow:

ORDERED, that the following parks and public grounds shall be subject to the permitting requirements of Section 18-40 of the Portland City Code:

Back Cove Park
Baxter Woods
Bayside Park
~~Bedford-Noyes~~ Park
Bell Buoy Park
Belmeade Park
Boothby Square
Capisic Pond Park
Congress Square
Deering Oaks Park

Lobsterman Park
Longfellow Square
Marginal Way Field
Monument Square
Payson Park
Pleasant Street Park
Post Office Park
Presumpscot Park
Public school facilities and grounds

Dougherty Field

Eastern Promenade

Fessenden Park

Fort Allen Park

Fort Sumner Park

Ganley Plaza

Harbor View Park

Lincoln Park

Subject to agreement with the
Portland School Dept.

Riverton Park

Stroudwater Park

Tommy's Park

Western Promenade

TO : All Concerned

RE: Noyes Park, Deering Avenue, Portland

7 SEPT. 2021

To All Concerned –

For almost the first half of the Twentieth Century, the half-acre triangle of land along Deering Ave. by Bedford Street was publicly known as “Noyes Park ,“ for the family that donated or sold the parcel to the City of Portland in 1927 .

The Noyes family were descendants of the Deering family, the pioneering old Falmouth-ites who built a magnificent federalist mansion in 1804 overlooking the 60-acre woodland that today bears their name as “Deering Oaks.“ They were a generous family to all the towns that moved around the boundaries of the communities that embraced their farm – Falmouth, Westbrook, Deering, and finally Portland.

As you can read in the PORTLAND CITY GUIDE (1940) the parcel # 5 (see attached map) is clearly designated as Noyes Park. The GUIDE was a long-researched project of the WPA (Works Progress Administration), a branch of the mid-depression New Deal employment program that put writers, photographers and artists to work on magisterial, comprehensive works about states and cities.

The WPA worked on the Portland version for several years before its long-awaited publication in 1940. It was considered accurate, authoritative and comprehensive.

I myself interviewed several of the very elderly folks who had worked on the WPA. They maintained pride in their productions to the very end.

Clearly what the City Guide says about Noyes Park is correct. Note that all other citations for parks of the same era (see pg. 290) – such as Fessenden Park (# 6) , Longfellow Park (# 7) and Trinity Square Park (#8) -- are accurate, accepted, and not in dispute as to date, size, and names.

Somehow, perhaps about 1950, as memories faded, the name of nearby Bedford St. was transferred over to the small triangle of Noyes Park. The magnificent, lamented Deering Mansion (see # 4) was demolished for the building of Luther Bonney Hall at University of Maine at Portland, today's USM. People forgot and time moved on.

Now is the time to right this wrong. New construction and a new era can also symbolize appreciation of old values and old gifts.

The magnificent Deering Mansion is gone ; its antiquarian contents scattered to the winds. The very last of the Noyes family, the last of the Deerings, today hold the last living memories of the family that gave our city so much.

I conclude this small corner of their world should bear their name again , and remind modern times of the generosity of so many like them that built the city we now enjoy.

What is in a name ? Why, plenty. It says as much about our times and what we value, as it does about their times, and what they gave.

Mr. Bedford has his street name. There is every reason to return the Noyes name to their park, however small, and be proud that we have remembered, and have done the right thing.

Please feel free to contact me for further conversation and research if needed.

Sincerely,



Adjunct Professor History
and Social Science
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AMERICAN GUIDE SERIES

PORTLAND CITY GUIDE

*Compiled by workers of the Writers' Program
of the Work Projects Administration
in the State of Maine*

Illustrated

Sponsored by the City of Portland

THE FOREST CITY PRINTING COMPANY

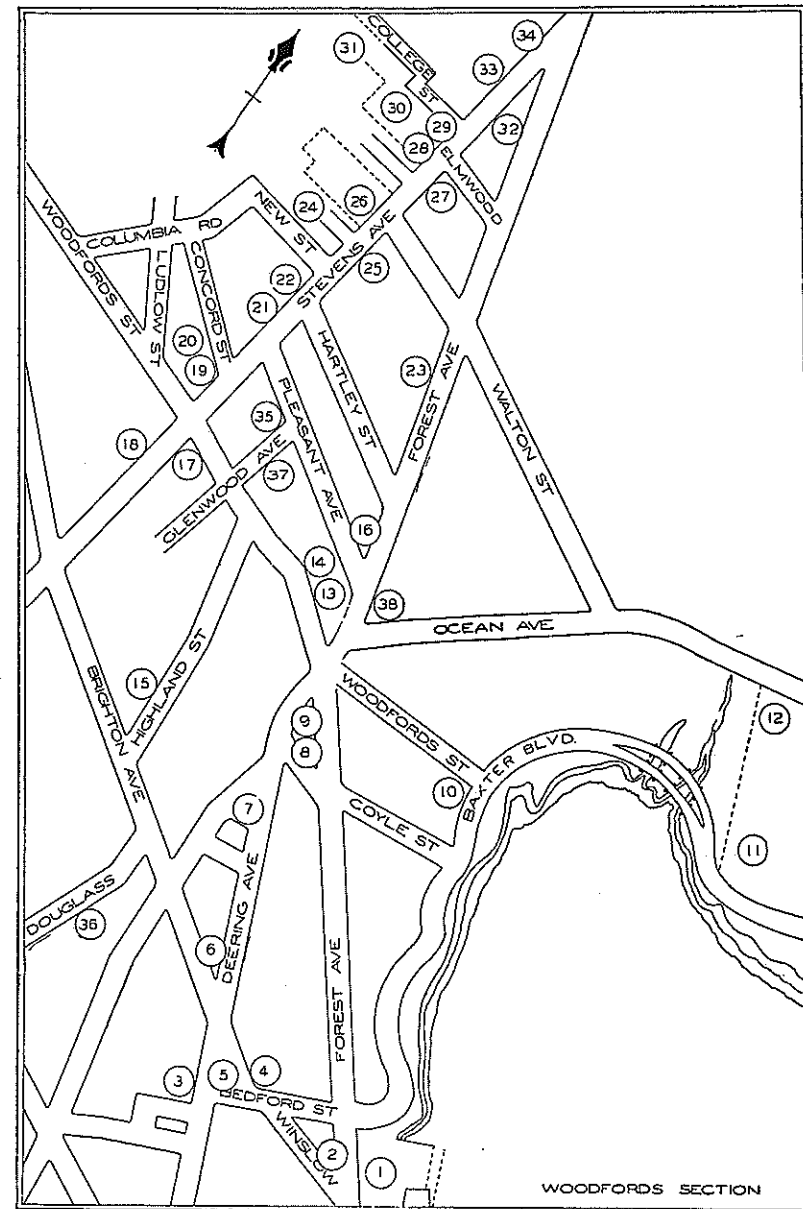
1940

WOODFORDS SECTION

The part of the city known today as Woodfords was virgin forest long after 'The Neck' had become a bustling port. With the withdrawal of hostile Indians farther west settlers straggled in, but it was not until after the Revolution that inhabitants of Stevens Plains, named for an extensive landowner, took up their peacetime trade of smithing and making tinware. A flourishing settlement then grew up, and craftsmen in tin and pewter made this section famous. Fine homes were built, and genial hosts entertained their guests in a lavish manner. A fire destroyed the tin shops in 1842, and the industry was never rebuilt. When the Maine Central Railroad ran its tracks through Woodfords and built a station there, many travelers preferred to leave the train at this junction and come in to Portland on the new horsecars. Stevens Plains, according to Edward Elwell in *Portland and Vicinity*, were: "the scene of 'General Musters,' where the 'old militia' disported themselves in gorgeous uniforms, and engaged in sham fights involving a great waste of gun-powder, though no loss of blood." After the disastrous fire of 1866 Portland residents began to build their homes in this less congested city of Deering which became a part of Portland in 1899. Woodfords, once famous for tinware and horn combs, is a section of comfortable homes with a shopping center at the "Corner."

1. *Winslow & Company*, 253 Forest Ave., known to early Portlanders as the Old Pottery, is the only plant of its kind in New England and is claimed to be the largest east of Ohio. Originally the Portland Stoneware Company established in 1846 by John T. Winslow (1820-96), the plant for many years produced crocks, jars, and ornamental stoneware. In 1870, however, the pottery started mass production of more utilitarian objects and today produces digester brick, tile pipe, wind guards, flue linings, and chimney tops. About one-third of the clay used in the pottery is obtained from the clay bank lying between Forest Avenue and Tukey's Bridge and the remainder is imported.

2. *Winslow Park*, Forest Ave. and Winslow St., a small triangular plot of .19 acres, was one of the first neighborhood parks established under the Portland Park System. It is named for Edward B. Winslow (1846-1936),



a local merchant, who for many years was president of the Old Pottery (see above).

3. *The Lafayette Restorator*, 25 Granite St., was built prior to 1760 as the home of Joshua Freeman (1730-70), brother-in-law of Dr. Samuel Deane of the First Parish Church. In 1775 Dr. Deane and his wife fled from the less protected area of 'The Neck' to this house to escape the bombardment of the town by Captain Henry Mowat (see *History*). Originally of two stories, a third floor was added to the frame building in recent years. During the early 1800's it was an inn known as the Lafayette Restorator. The original main entrance with its fine fanlight doorway and a portico with four large Doric pillars supporting a pediment, remain.

4. *The Deering Mansion*, 85 Bedford St., sets back from the busy street, its broad lawns shaded by fine old elms. This square, two-story, white frame residence was built in 1804 by James Deering (1766-1850), the son of Nathaniel Deering (1739-95), one of Portland's pioneers who came to 'The Neck' in 1761. The house occupies a part of the site of Anthony Brackett's farm where in 1689 Colonel Benjamin Church led his militia against the Indians in one of the bloodiest battles ever fought on Maine soil (see *History*). The interior of this old house, maintained in excellent condition, contains many early American antiques and is kept much as when its owner, James Deering, was host to such distinguished guests as Daniel Webster, Henry Wadsworth Longfellow, and Jefferson Davis.

5. *Noyes Park*, Deering and Brighton Aves. and Bedford St., containing .52 acres, was acquired by the city in 1927 and named in honor of the Noyes family who gave a part of the property to the city.

6. *Fessenden Park*, Brighton and Deering Aves., a .46-acre park honors Portland's William Pitt Fessenden (see *Downtown Section: No. 108*) and his son, General Francis Fessenden (1839-1906), a Civil War veteran, who was mayor of Portland in 1876.

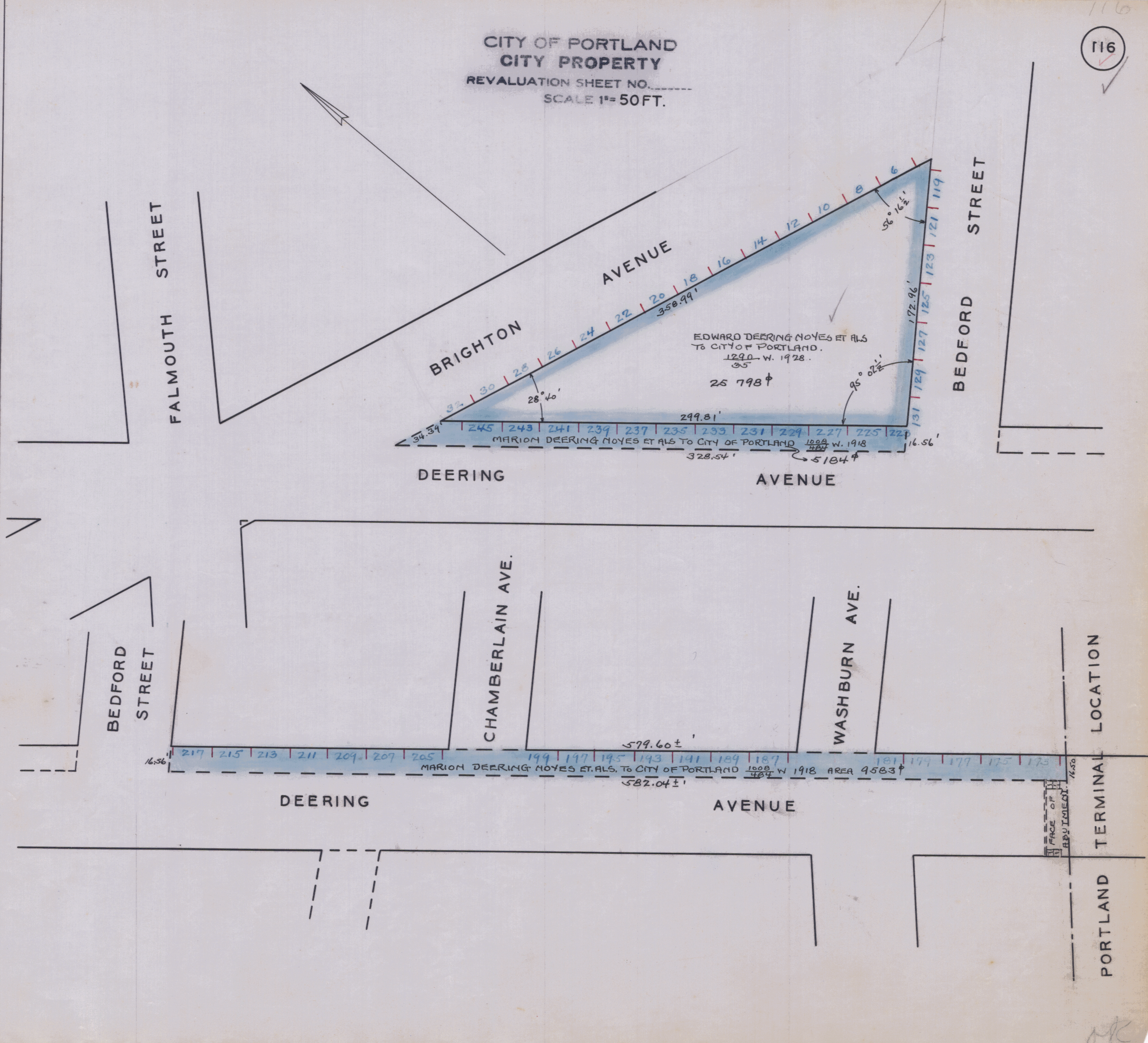
7. *Longfellow Park*, Deering Ave., and Devonshire and Longfellow Sts., was acquired by the park department in a novel manner in 1929. Near-by residents paid part of the purchase price, and the city the balance. There are several excellent specimens of Norway maples in this .05-acre park.

8. *Trinity Square Park*, Forest Ave. and Coyle St. of .3 acres, is named for (9) *Trinity Episcopal Church*, 113 Coyle St. The brown shingled church was designed and built under the supervision of the Reverend Charles T.



For

CITY OF PORTLAND
CITY PROPERTY
REVALUATION SHEET NO. _____
SCALE 1"= 50 FT.



Out Of 20 Tiny Plots Scattered Like Oases Throughout The City, Five Stand Out For Neatness And Beauty---William J. Dougherty Of Park Department Has Spared No Efforts In Making These Parks Best Possible

is the fourth generation in the family to be postmaster. Her grandfather was postmaster at Sweden, Maine, and her father postmaster at East Sumner.

Know all Men by these Presents, That

We, Edward Deering Noyes, Ilsley Noyes, George F. Noyes and Mabel F. Noyes, widow of the late Wadsworth Noyes, all of Portland in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations,
the City of Portland in said County and State,

paid by

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Portland, its successors and assigns, forever, all that certain triangular piece or parcel of land in said Portland situated on the North side of Bedford Street and bounded and described as follows, viz, Beginning at the corner formed by the intersection of the northerly line of Bedford Street with the easterly line of Deering Avenue, and thence running northeasterly and along said northerly line of Bedford Street to its point of intersection with the westerly line of Brighton Avenue; thence northwesterly and along said westerly line of Brighton Avenue to its point of intersection with said easterly line of Deering Avenue; and thence southeasterly and along said easterly line of Deering Avenue to said Northerly line of Bedford Street at the point or place of beginning, said parcel having an estimated area of 25,000 square feet, be the same more or less.

Subject, however, to the condition that said tract of land shall be used only for park purposes or for the purpose of widening the streets bordering thereon; and in the event said land is used for other purposes it is hereby covenanted and agreed by all the parties hereto that the same shall revert to Edward Deering Noyes, one of the grantors herein and the donor of the largest interest in said land, his heirs and assigns, to whom the other three grantors herein hereby remise and release all their right, title and interest in said reversion, he, the said Edward Deering Noyes, for himself, his heirs, executors, administrators and assigns, hereby covenanting and agreeing in the event of said reversion to repay to said City of Portland the sum of Seven thousand two hundred fifteen and 59/100 dollars (\$7,215.59), being the amount paid for said land by said city, but without any interest thereon.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said City of Portland, its successors heirs and assigns, to its and their use and behoof forever. And we do covenant with the said Grantee, its successors heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; except as aforesaid, that we have good right to sell and convey the same to the said grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we, the said Edward Deering Noyes, a widower, Ilsley Noyes, unmarried, George F. Noyes, and Mabel F. Noyes, widow of the late Wadsworth Noyes, and I, May M. Noyes, wife of the said George F. Noyes, joining in this deed as Grantor and relinquishing and conveying my rights by descent and all other rights in the above described premises

have hereunto set

our hands and seals this thirty-first day of March in the year of our Lord one thousand nine hundred and twenty-eight.

Signed, Sealed and Delivered
in presence of

Gertrude E. Berry to all

Edward Deering Noyes	Seal
Ilsley Noyes	Seal
George F. Noyes	Seal
Mabel F. Noyes	Seal
May M. Noyes	Seal

State of Maine, CUMBERLAND, ss. Portland, March 31, 1928.

Personally appeared

the above named Edward Deering Noyes, Ilsley Noyes, George F. Noyes and Mabel F. Noyes, and each and acknowledged the above instrument to be their free act and deed.

Before me,

Gertrude E. Berry, Notary Public *Justice of the Peace*.
Notarial Seal.

Received April 2, 1928, at 10 o'clock 45 m. A. M., and recorded according to the original.

TO: All It May Concern

RE: Noyes Park, Portland

13 September 2021

To All It May Concern :

Following my previous letter of this month, attached is further proof that Noyes Park was a duly recognized City of Portland public park, under that name, from the moment it was obtained by the City of Portland in 1927.

- 1) Portland City Report for 1927, Pg. 189, Parks Commission Report, item # 14 on the list – clearly states Noyes Park and its proper location, near Fessenden Park, as one of the city holdings of 262.8 acres of municipal parkland.
- 2) Portland Sunday Telegram article of 4 October 1931 , page D 3, first column of text, which clearly states Noyes Park is “twin to Fessenden Park “ in the city park system and states its location exactly correctly.

With no doubt in my mind, I believe that these items prove conclusively that the parcel of land in question was officially and formally known as Noyes Park from the date it was first obtained by the City, and that somehow the name simply fell out of use over time, The time has come to restore the proper

name, may I suggest, in recognition of the many gifts the Deering and Noyes families have given our city in the past.

The present is in their debt. The time is right to set the record right.

Please feel free to contact me with any comments or questions.

Sincerely,

A handwritten signature in cursive script that reads "Herb Adams".

Herb Adams

Adjunct Professor History & Social Sciences
SMCC

2 Fort Road

South Portland, ME. 04106

hadams@smccme.edu

EVERGREEN CEMETERY

Annual Report for the Fiscal Year Ending
December 24, 1927

Number of Burials from Dec. 24, 1926, to Dec. 24, 1927.....	281
Number of Headstones Erected.....	229
Number of Monuments Erected.....	32
Number of Lots Regraded.....	76
Number of Single Graves Sold.....	1
Number of Lots Sold.....	58
Number of Lots Originally Sold without Perpetual Care and Placed under Same.....	50
Number of Bodies Removed in Evergreen.....	18
Number of Bodies Removed from Evergreen.....	1
Number of Lots in Annual Care.....	602
Number of Bodies in Receiving Tomb.....	6
Number of Funerals in Chapel.....	51
Number of Cubic Yards Foundations Built.....	212
Average Number of Employees.....	35
Number of Graves Ready for Sale.....	76
Number of Lots Ready for Sale.....	317
Number of Perpetual Care Lots Regraded.....	65
Number of Cement Boxes Set.....	149
Number of Steel Boxes Set.....	8
Number of Slate Boxes Set.....	2

FINANCIAL

The receipts for Evergreen Cemetery for the year ending December 24, 1927, are as follows:

Received for Burials.....	\$5,928.06
Received for Foundations.....	3,438.50
Received for Care.....	3,631.39
Received for Regrading.....	2,522.60
Received for Plants.....	512.70
Received for General Labor.....	1,535.94
	\$17,569.19

PARK COMMISSION
Report for the Year 1927

The areas now under the control of the Park Commissioners total 262.85 acres and are divided as follows:

(1) Almshouse Valley Lot (northerly side of Park Ave.)	14.18 acres
(2) Andrews Square (Pine and West Sts., west corner)	0.05 "
(3) Baxter Boulevard	28.83 "
(4) Boothby Square (Fore St., at Pearl St.)	0.11 "
(5) Caldwell Square (Woodford St. and Stevens Ave.)	0.12 "
(6) Deering's Oaks (northerly side Park Ave.)	53.70 "
(7) Eastern Promenade	69.76 "
(8) Fessenden Park (corner Brighton and Deering Aves.)	0.46 "
(9) Fort Allen Park (adjoining Eastern Promenade)	4.55 "
(10) Fort Sumner Park (North St.)	1.07 "
(11) Lincoln Park and Extension (Fire Station lot)	3.51 "
(12) Land at Noyes, Longfellow and Oakdale Sts.	0.34 "
(13) Monument Square (ornamental circle)	0.10 "
(14) Noyes Park (Bedford St., Deering and Brighton Aves.)	0.52 "
(15) Presumpscot Park (Stevens Ave.)	28.01 "
(16) Payson Park, The Edward (Ocean Ave.)	47.75 "
(17) Thomas Square (Congress and Lowell Sts.)	0.39 "
(18) Trinity Square (Forest Ave. and Coyle St.)	0.30 "
(19) Western Promenade	18.91 "
(20) Winslow Park (Forest Ave. and Winslow St.)	0.19 "
Total area,	262.85 "

The relation of new improvement to maintenance and fixed charges is the real index of the operations, and the striving is constantly to show, annually, a higher comparative ratio in the way of improvement outlay. Naturally, as the park system increases in area and hearkening to increased public demand for considerations which reflect maintenance costs, the maintenance charges mount higher each year, but, on the other hand, the tax levy appropriation is increasing at a rate that should permit of continued improvement outlay at a constantly increasing rate over fixed costs.

The deficit of \$8,081.61 from 1926, occasioned by special bridge repairs on the Boulevard bridges in 1926, made a severe inroad into the fund for 1927, cutting down possible improvements by just this amount. The total cost of maintenance and fixed charges, exclusive of the fund set off to the Recreation Commission, amounted to \$48,273.95, and the improvement expenditures amounted to \$40,377.21. The amount set off to the Recreation Commission, by statute, was \$13,959.48. Amounts given are based on net operating costs and allow for credits, receipts or other city department transfers for recovered expenditures.

IMPROVEMENT EXPENDITURES

THE ALMSHOUSE LOT: Having in mind future athletic field development on this area, a sizeable contribution to the final grading plan was made during 1926 by way of placement of many thousands of cubic yards of street excavation from the Park Avenue project. This material was deposited free of charge to the department, but graded by the department forces. Also in October the department deposited in filling a large amount of material excavated by steam shovel from one of the small hills in the Almshouse lot. The area in close proximity to Deering Avenue was rough-graded, and it should not take much material to complete the grading in this area.

BAXTER BOULEVARD ASPHALT MACADAM: The expenditure for permanent road construction on the Baxter Boulevard needs only brief explanation. The new construction was placed in the junction of Bates Street and the Boulevard and from Bates Street to Washington Avenue. The total area improved was 3,728 square yards, or a unit cost of \$2.16 per square yard. This construction should prove highly satisfactory, since trap rock wearing surface

stone was used and the work done under nearly ideal conditions.

DEERING'S OAKS—LANDSCAPE IMPROVEMENT: The new landscape improvements on this area were confined to the area between State Street parkway and High Street parkway. This work was a continuation of the lawn construction started in 1926, the completion of crushed stone foot walk construction, making of new paths, and a limited setting out of deciduous tree and shrubbery stock. Plantings can be added to this area from year to year.

DEERING'S OAKS—CONCRETE TENNIS COURT: The construction of a Portland cement concrete tennis court to serve for municipal play is a radical departure from the former practice of building clay surface courts, yet the concrete type of construction is very rapidly meeting favor throughout the country, and appears to have merit in keeping down maintenance cost. There is a division of opinion as to the desirability of playing on the respective types, but it has been proven in many places that, although the concrete is slightly hard on the feet, the discomfort can be overcome by thickened soles and a shorter period of play, which latter works well in municipal control, where many desire to play. The contract for construction was let to the Portland Realty and Contracting Co., Inc., of Portland, Me. The base construction was an 8-inch compacted thickness of coarse gravel. Base concrete layer was 3½-inch thickness and the top surface of 1-inch thickness cement mortar mix. Alternate pouring of slabs, which were separated by bituminous jointing, was the method used in constructing the courts. Wire mesh reinforcement, weighing approximately thirty pounds per 100 square feet, was used in the base as reinforcing steel.

PAYSON PARK IMPROVEMENT: The landscape improvements in this area were made on the memorial gun plot fronting on the Baxter Boulevard. The work comprised considerable lawn area construction, base course for future walks around and leading to the war trophy, and the setting out of ornamental trees and shrubs.

PAYSON PARK NURSERY STOCK: The purchase of trees, shrubs, and evergreen seedlings for the nursery in this park was the smallest outlay in years. Whereas it seems gratifying to have the municipal nursery in condition to furnish all stock for park and street purposes during one planting season, it is not wise at this time to make inroads annually without replenishment for future use. Purchases in the spring of 1928 should be made with future considerations in mind.

LAND PURCHASES: Included in the expenditure for land in 1927 is \$5,000.00, which is a continuing annual payment on the purchase by bond issue of the former Tannery Company lot now added to Deering's Oaks. Other payments for land were as follows:

Two parcels of land on the Eastern Promenade, nearly adjacent to Fort Allen Park—one from the Boyd heirs, Philip G. Clifford, trustee, for \$500.00, and one from William J. Knowlton for \$2,250.00. The parcels were taken by condemnation process and represent an addition in square area to the Promenade of .39 acres.

Payment of \$2,000.00 to Geo. F. Noyes, attorney and agent, for land in escrow status at Brighton Avenue, Deering Avenue and Bedford Street. This is the second payment on this land, the final payment of \$2,000.00 coming in 1928.

The purchase of land at Noyes Street, Longfellow Street and Oakdale Street, 14,767 square feet in area, for the sum of \$4,500.00. This payment, however, does not represent

the full amount, since a sum of approximately \$2,000.00 was contributed by subscriptions of many of the residents in close proximity to the area. The spirit evidenced in this transaction, wherein the persons interested to have this area appear attractive so generously contributed to the city's welfare, is a very commendable attitude towards park development, and one which the writer makes a particular point to praise. The area added to the system in this transaction is 0.34 acres.

PRESUMPSCOT PARK—CONCRETE TENNIS COURT: That which has been written in general description of Deering's Oaks tennis court construction is applicable to the work in this park. It was necessary to construct new 10-foot high wire mesh back stops here, and the item of grading was somewhat heavier. These items account for the difference in cost over the construction in the Oaks.

NOYES SQUARE DEVELOPMENT—BRIGHTON AND DEERING AVENUES: Early in the spring the department completely improved this conspicuous plot in the park system, and much favorable comment was expressed by citizens for this small undertaking. The work consisted of fairly heavy grading, lawn construction, crushed stone walk construction, removal of several large trees, new ornamental plantings, curb circles and brick walk construction, in part, and the installation of a bubbler drinking fountain.

EQUIPMENT PURCHASES: The department is constantly endeavoring to obtain more efficiency by way of mechanical apparatus when purchase of same seems justified. The outstanding purchase in 1927 was that of a 2½-ton Mack truck for general usage for the sum of \$2,800.00. Also there was purchased a new Sargent wood plow to go with the Best-30 tractor purchased in 1926. This plow cost \$1,050.00. To equip the Mack truck for snow "fighting," the department

purchased a Champion blade plow for the sum of \$284.20. Miscellaneous purchases included small tools and appliances, park benches, lawn mowers, etc.

The following is a summarized report of the work done under the Forestry Maintenance Account in caring for the city street shade trees and trees in public areas:

Trees trimmed,	739
Broken limbs removed,	154
Trees "topped out,"	22
Tree guards removed,	1
Trees removed,	183
Trees treated for scars, wounds, etc.,	21
Tree butts removed,	27
New plantings,	112

Added to the above operations, the department forces removed all tree wood, limbs and brush from the extensive special work in State Street, by the Lucas Tree Company. This work was done in the late fall and early winter of 1927, the charges of the Lucas Company being payable in 1928.

Also, supervision and direction was given to the operations for the Cumberland County Power and Light Company, by the Davey Tree Surgery Company, which company did extensive work over the city for the Light Company in clearing the trees from "fouling" wires.

A small amount of forestry work was done at Riverside Street and Read Street in increasing the visibility on to the railroad tracks.

The department was bothered, somewhat, by a slight infestation of the satin moth and gypsy moth in the early summer. This nuisance was overcome by special spraying services given by the Lucas Company, and this service cost \$80.39.

The writer feels that this report would not be complete for the year 1927, without sympathetic mention of the loss of the late Frank C. Goodrich to the City of Portland Park Commission. The feelings of the Commissioners are known to the writer and in order that the citizens of Portland may publicly know the expression of the entire Park Commission in the death of Frank C. Goodrich, a copy of the message of sympathy to the family and relatives of Mr. Goodrich is herewith printed.

"In your bereavement the Park Commissioners of the city of Portland, Maine, wish to express their sincere sympathy for your loss.

"Your loss is shared, as well, by the members of this Commission and the City of Portland in general, for we have looked upon Mr. Goodrich as a faithful public servant who has given his best to the end that the Portland public be made happier and healthier through the immeasurably valuable park establishments of the city, which institutions Mr. Goodrich worked so earnestly and faithfully to build.

"Therefore, in behalf of the members of the Park Commission and the citizens of Portland, I extend deepest sympathy."

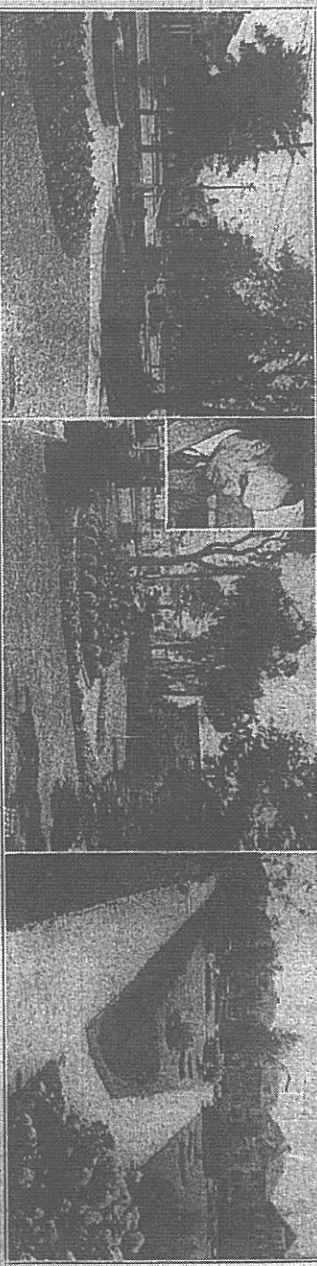
PHILIP J. DEERING,
Chairman of the Park Commission.

NOTE.—For financial statement see Auditor's Report. Complete detailed report on file with City Clerk.

FOREST CITY CEMETERY

The sources of receipts for 1927, and also the amount of services given in this city cemetery, are indicated in the following listing of the important divisions of the work in Forest City Cemetery.

Inviting Charm Of Portland's "Neighborhood Parks" Alluring To Weary Out Of 20 Tiny Ploas Scattered Like Oases Throughout The City, Five Stand Out For Neatness And Beauty—William J. Dougherty Of Park De- partment Has Spared No Efforts In Making These Parks Best Possible



Left to right: Trinity Park, a playground for children and more; Pleasant Neighborhood Park, center of neighborhood business; William J. Dougherty, secretary and engineer of the Portland Park Department.

Representing Four Generations Of Well-Known Lewiston Family



Happy Four Generations Group
Pictured by Peter Clark York

Four generations are represented in the group of four people who are pictured in the photograph. The group consists of a man, a woman, and two children. The man is standing on the left, the woman is standing on the right, and the two children are sitting in the center. The photograph is a black and white portrait.

Bates Debating League Sending Out Invitations

Secondary Schools Invited
To Participate In 19th
Annual Tournament

The new pilot boat, Portland pilot, photographed as she took the field, pictured after launching.

Portland's New Pilot Boat Is Launched

The new pilot boat, Portland pilot, photographed as she took the field, pictured after launching.

Alter Being Wedded Sister Reins Jackson Couple Reins Vows

The Rev. Thomas K. Martin of
Brooks conducts ceremony
In Orange Hall

The Rev. Thomas K. Martin of Brooks conducted the ceremony in the Orange Hall.

Maine Postmasters

The new pilot boat, Portland pilot, photographed as she took the field, pictured after launching.

Alfred Couple Were United In Marriage Fifty-Nine Years Ago

The couple were united in marriage fifty-nine years ago.

Atlanta Flier Killed In Kentucky Air Race

The flier was killed in the air race.

South Park High Officers

The officers of the South Park High School are listed.

Mr. and Mrs. Lucille Patten

The couple are pictured in the photograph.

Mrs. Collings On Way Home After Fruitless Trip

Mrs. Collings is on her way home after a fruitless trip.

Forecast For Today

The forecast for today is as follows.

South Park High Officers

The officers of the South Park High School are listed.

Mr. and Mrs. Lucille Patten

The couple are pictured in the photograph.

Mrs. Collings On Way Home After Fruitless Trip

Mrs. Collings is on her way home after a fruitless trip.

Portland's New Pilot Boat Is Launched

The new pilot boat, Portland pilot, photographed as she took the field, pictured after launching.

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The new pilot boat, Portland pilot, photographed as she took the field, pictured after launching.

Alfred Couple Were United In Marriage Fifty-Nine Years Ago

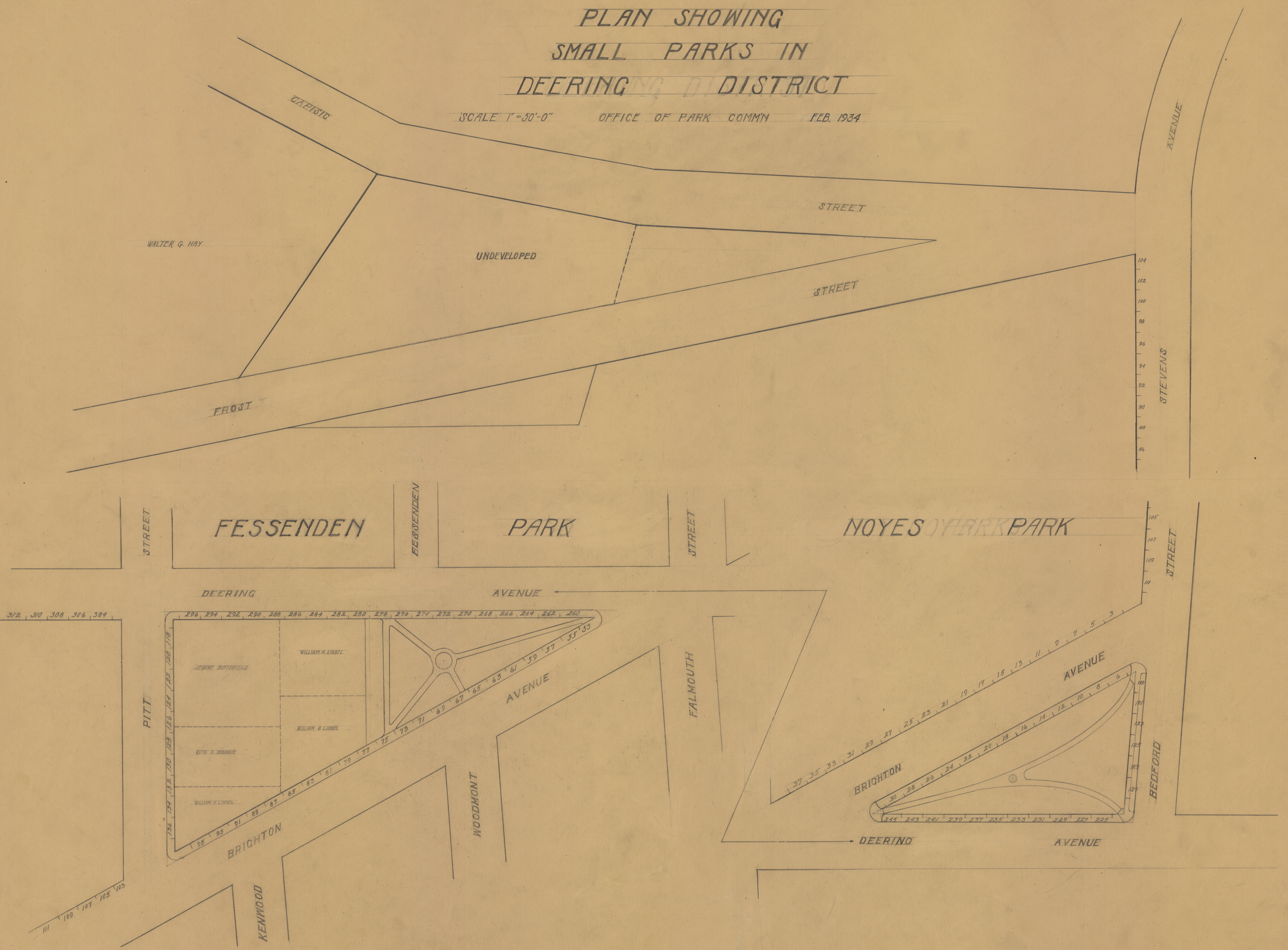
The couple were united in marriage fifty-nine years ago.

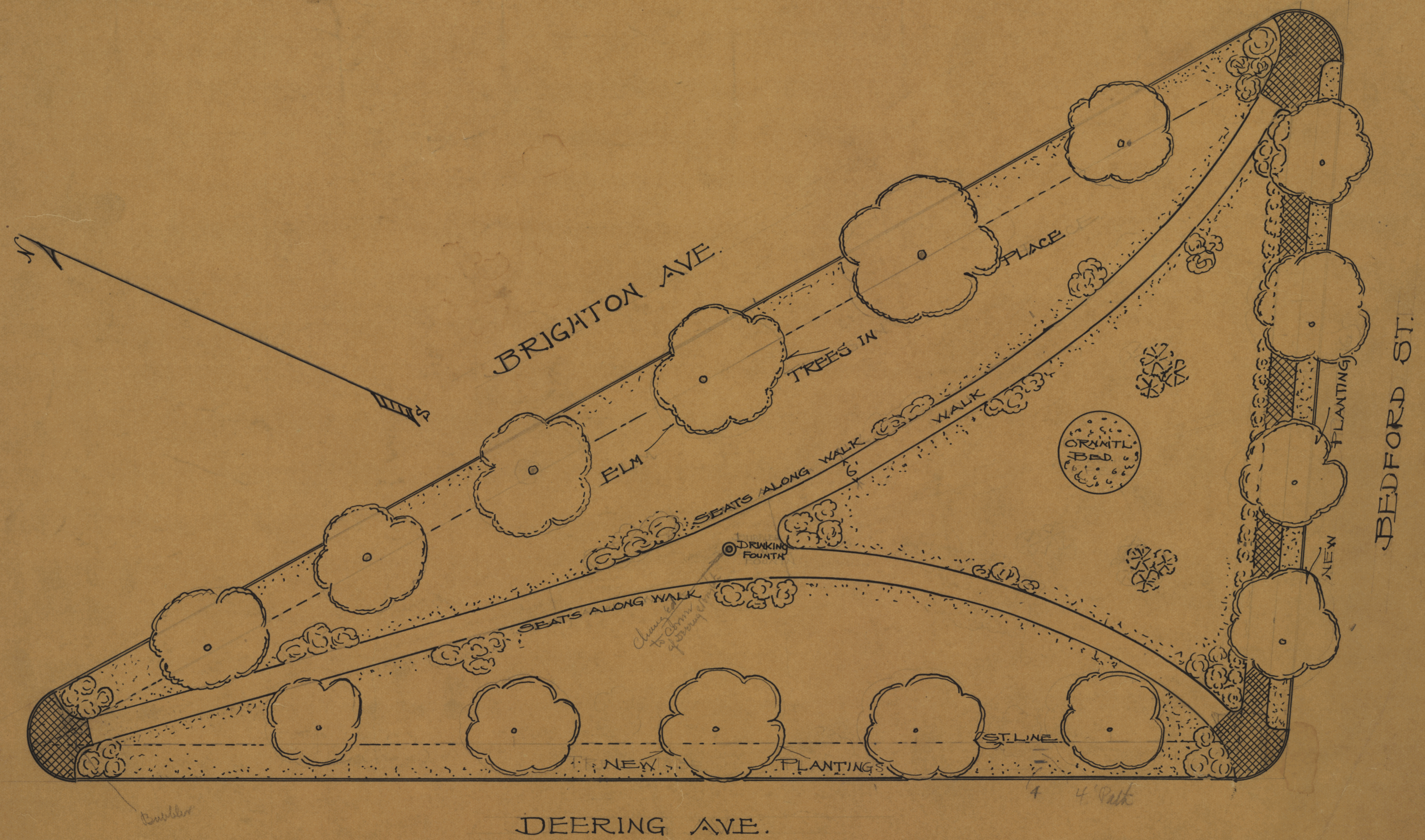
South Park High Officers

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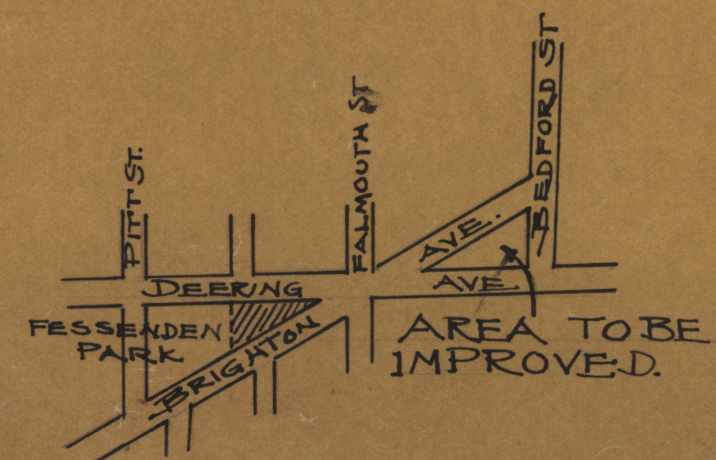
PLAN SHOWING SMALL PARKS IN DEERING DISTRICT

SCALE 1"=50'-0" OFFICE OF PARK COMM FEB. 1934





- BRICK WALK
- CR. STONE WALK
- LAWN AREAS
- EVERGREENS



PROPOSED
LANDSCAPE TREATMENT
FOR PARK LAND
AT
BRIGHTON & DEERING AVES
PORTLAND, ME.
SCALE 1"=20'
PARK COMM'N
ENGINEER

Support for Order 89-21/22 Amendment to City Code Chapter 18

0 views



Anna Noyes Benoit <purple16@maine.rr.com>

7:44 AM (6 hours ago)

to publiccomment@portlandmaine.gov, Hank Benoit

To Whom it may concern:

Reference: Support for Order 89-21/22 Amendment to the Portland City Code Chapter 18 Re: Bedford Park renamed Noyes Park - Sponsored by Jon P. Jennings, City Manager

My name is Anna Margaret Deering Noyes Benoit. I live at 107 West Street in Portland.

Thank you Mr. Jennings, Mayor Snyder and Council for hearing this petition. I am here to ask the counsel to support a resolution that will correct a mistake that was made a long time ago. The proposal asks you to return the name of a small parcel of land that was given to the City by my grandfather, Edward Deering Noyes and his family. The land was sold for use as a park and in recognition of for its sale to the City, it was named Noyes Park. Until just recently this triangular piece of park land was bounded by Deering Ave, Bedford Street and the last section of Brighton Ave. that ran into Bedford St. This section has been discontinued as part of the establishment of the new roundabout.

Long before there was a USM campus next to this parcel, there was a farm, the Deering farm. Back then the water in Deering Oaks was tidal and the farm included an orchard that extended all the way into what is now Deering Oaks.

My Dad, Edward Deering Noyes Jr and his sister, my aunt, Anna, called Nancy, grew up in the large old home, built in 1804, that sat on the land that is now the Portland campus of USM.

The two copper Beech trees were planted by James Deering, my great, great, great grandfather. One is now a center piece of Noyes Park. I like to think of my family, and so many others enjoying the beauty and shade of the trees and hope the residents of Portland can continue to enjoy Noyes Park for another 100 years.

Three of my brothers were raised in a house on Bedford Street. None of us ever met Mr. Bedford, but I understand he developed the neighborhood homes in that part of the City. Somehow the name of the park was changed to Bedford Park, but Mr. Bedford, played no roll in the creation of Noyes Park.

Growing up the members of my family always referred to the Park as Noyes Park, but some 50 or sixty years ago on city maps apparently it somehow came to identified as Bedford Park. Unfortunately this error was not discovered for many years, but my brothers, and I have brought this mistake to the attention of the City Manager and his staff, and, with the research of my brother Nicholas Noyes, historian Herb Adams, Neighborhood Activist, Carol Schiller and the support of others we have asked the City to restore this small neighborhood park to its correct historic name to honor my grandfather and his family who were responsible for its creation.

November 1, 2021

Anna Noyes Benoit