

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
BENJAMIN GRANT (A/L)



SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

SPECIAL CITY COUNCIL MEETING 2 - JULY 20, 2026 AT 5:30 PM

The Portland City Council will hold a City Council Meeting in Council Chambers. Pious Ali, Mayor Pro Tempore, 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 before 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).

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

<https://portlandme.portal.civicclerk.com/event/9571/files>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:30 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Fish Pier Authority

Order 9-26/27 Appointing William Ray as a Class B Director of the Board of the Portland Fish Pier Authority - Sponsored by Legislative & Nominating Committee, Mayor Mark Dion, Chair

If passed, this order would appoint the following individuals to the Portland Fish Pier Authority:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
William Ray	Portland Fish Pier Authority	10/31/2028

Five affirmative votes are required for passage after public comment.

PROCLAMATIONS:

Proclamation 1-26/27 Recognizing Portland Police Detective Andjelko Napijalo for His Outstanding Service and International Recognition in Solving 11-Year Cold Case - Sponsored by Mark Dion, Mayor

APPOINTMENTS:

Order 10-26/27 Appointing Justin Amen as Constable for the Parking Division - Sponsored by Danielle P. West, City Manager

This appointment would appoint Justin Amen, a parking control officer, as constable for the Parking Division and is effective from the effective date of this order until 12:00 midnight, December 31, 2026, and is made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 1-26/27 Maine Turnpike Authority Portland Area Mainline Safety Program Update - by Andre J. Briere, Executive Director, Maine Turnpike Authority

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

ORDERS:

Order 11-26/27 Authorizing the Mayor to Execute a Statement of No Objection to the DiMillo's Old Port Marina Improvement Project - Sponsored by Corporation Counsel

This Order authorizes the Mayor to issue and execute a Statement of No Objection (SONO) on behalf of the City of Portland for the DiMillo's Old Port Marina Improvement Project located on Long Wharf. The applicant is seeking the SONO to satisfy the U.S. Army Corps of Engineers (USACE) Section 408 navigation review requirements. The proposed infrastructure project includes floating dock and pile replacements, electrical and fueling system upgrades, and the installation of steel piles to support a concrete floating wave attenuator system. Matching statements of no objection have already been granted by the State of Maine and the City of South Portland.

Five affirmative votes are required for passage after public comment.

Order 12-26/27 Accepting and Appropriating a \$2,380,250 Donation from the Portland Parks Conservancy for the Construction of First Light Commons - Sponsored by Danielle P. West, City Manager

This order seeks to accept and appropriation of \$2,380,250 in donations from the Portland Parks Conservancy, to be utilized for construction of First Light Commons. This donation covers construction costs for Phase I of First Light Commons.

Funding details:

- Congressional Directed Funding (CDS) from Senator King: \$1,953,000. These CDS funds were applied for and awarded directly to the Portland Parks Conservancy, which is now donating them to the City.
- Philanthropic Gifts, individual and corporate: \$350,000
- Project Canopy Grant: \$77,250

Total: \$2,380,250

This item must be read on two separate days. Staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency to meet construction and financial deadlines. Seven votes are required for passage as an emergency following public comment.

Order 13-26/27 Order Approving Subaward Agreement Between the University of New England and the City of Portland and Accepting and Appropriating \$383,262 for Nourish ME Rural Health Program - Sponsored by Danielle West, City Manager

If approved, this item would accept and appropriate a \$383, 262 grant from the University of New England to the Public Health Division to implement the State's Nourish ME Program in Cumberland County.

The Nourish ME program supports food security education programming, a critical element in prevention of chronic disease. The City of Portland's Public Health Division has more than a decade of programming history working in this area and will lead implementation.

This item must be read on two separate days. Staff is requesting that the second reading be waived due to the limited duration of the grant, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency to make funding available immediately. Seven votes are required for passage as an emergency following public comment.

Order 14-26/27 Accepting and Appropriating a \$4,028 Donation from Diane Ricciotti for the Portland Police Department - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates a \$4,028 donation from Diane Ricciotti specifically to be utilized for the purchase of a ballistic vest for a new police canine.

The vest is a lightweight body armor designed for police, military, and working dogs that shields vital organs from gunshots, stabbings, explosives, and blunt force trauma while maintaining full mobility for high-threat operations.

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

AMENDMENTS:

Order 15-26/27 Amendment to Portland City Code Chapter 4 RE: Event Licenses - Sponsored by Wesley Pelletier, City Councilor

If approved, this order would amend Chapter 4, Section 51 of the Portland City Code to exempt single day entertainment permits from the 100-foot buffer requirement between licensed entertainment venues. While the Housing & Economic Development Committee (HEDC) has recommended a permanent removal of this buffer, that process requires Planning Board review and will not be immediately finalized.

This measure provides a temporary solution during peak season to relieve financial pressure on local businesses by temporarily bypassing the buffer requirement, acting as an interim solution while a permanent change completes its standard review.

This item must be read on two separate days. Councilor Pelletier is requesting that the second reading be waived, which requires seven affirmative votes. Councilor Pelletier also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

Order 16-26/27 Amendment to Portland City Code Chapter 6 RE: National Electric Code - Sponsored by Danielle P. West, City Manager

The Maine Electricians' Examining Board recently adopted the 2026 edition of the National Electrical Code ("NEC"), effective July 1, 2026. This Order updates Chapter 6 of the City Code to incorporate the most recent version of the NEC by reference. By aligning the City Code with state law, this amendment ensures ongoing compliance and eliminates the need for future revisions whenever the state board updates the NEC.

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

EXECUTIVE SESSION:

ADJOURNMENT:

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 27, 2026

SUBJECT: Special Meeting of the Corporator of the Portland Fish Pier Authority

Order 9-26/27 Appointing William Ray as a Class B Director of the Board of the Portland Fish Pier Authority - Sponsored by Legislative & Nominating Committee, Mayor Mark Dion, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(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 action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would appoint the following individuals to the Portland Fish Pier Authority:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
William Ray	Portland Fish Pier Authority	10/31/2028

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not

limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Special Meeting - Appointing FPA Director

Prepared by:

Date: 05/27/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPOINTING WILLIAM RAY A CLASS B DIRECTOR OF THE BOARD OF
THE PORTLAND FISH PIER AUTHORITY**

ORDERED, that William Ray is hereby appointed as a Class B Director of the Portland Fish
Pier Authority.

P R O C L A M A T I O N

RECOGNIZING PORTLAND POLICE DETECTIVE ANDJELKO NAPIJALO FOR HIS OUTSTANDING SERVICE AND INTERNATIONAL RECOGNITION IN SOLVING AN 11-YEAR-OLD COLD CASE

WHEREAS, Detective Andjelko Napijalo of the Portland Police Department demonstrated exceptional determination, perseverance, and professional excellence by successfully resolving an 11-year-old cold case involving the tragic death of a Korean national in 2015; and

WHEREAS, his relentless work ethic and commitment brought long awaited answers and closure to the victim's loved ones, embodying the core principle that the City of Portland will never abandon its pursuit of justice, regardless of how much time has passed; and

WHEREAS, this investigation stands as a monumental success story of international law enforcement cooperation, made possible through close collaboration between the Portland Police Department, the U.S. Department of State's Diplomatic Security Service (DSS), the Korean Ministry of Foreign Affairs, the National Police Agency, and the Consulate General of the Republic of Korea in New York; and

WHEREAS, the Consulate General of the Republic of Korea in New York formally presented Detective Napijalo with a Letter of Appreciation during a distinguished ceremony honoring his profound impact and the deep gratitude of the victim's family; and

WHEREAS, Detective Napijalo's extraordinary achievements have brought immense pride to the Portland Police Department and the entire City of Portland, showcasing the highest caliber of law enforcement professionalism on an international stage;

NOW, THEREFORE, BE IT RESOLVED, THAT, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby extend our deepest gratitude and highest commendation to Detective Andjelko Napijalo for his exemplary service, relentless pursuit of justice, and prestigious international recognition.

Signed and sealed this 20th day of July, 2026



**Mark Dion, Mayor
City of Portland**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 9, 2026

SUBJECT: Order 10-26/27 Appointing Justin Amen as Constable for the Parking Division -
Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or
up to three (3) members of the Council shall sponsor any orders or other items. If
sponsored by a Council Committee, please include the date the committee met and
the results of the vote.

(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 action cannot be taken at a later date, please explain why. Do
NOT write yes or no; that will be automatically generated by the checkbox.**

Does this item involve a new contract with the City: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

This appointment would appoint Justin Amen, a parking control officer, as constable for the Parking Division and is effective from the effective date of this order until 12:00 midnight, December 31, 2026, and is made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

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IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

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Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Appointing Parking Constable

Prepared by:

Date: 07/09/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPOINTING JUSTIN AMEN AS CONSTABLE FOR THE PARKING
DIVISION**

ORDERED, that Justin Amen of the Parking Division is hereby appointed constable for the 2026 calendar year; and

BE IT FURTHER ORDERED, that this appointment shall be effective from the effective date of this order until 12:00 midnight, December 31, 2026; and

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

Portland Area Mainline Safety Program - Phase 2: *Improving Safety, Reducing Regional Congestion, and Doing So with Heart*



Date: June 15, 2026

Background: How We Got Here

2007: The Legislature authorizes construction of a 3rd travel lane on the Portland Area Mainline (PAM) to Mile 53 (north of Exit 53).

2012-2016: Engineering studies identify growing safety and capacity concerns along the corridor.

2018: The PAM Needs Assessment is completed for Exits 44–53 following an comprehensive study that included:

- Large and diverse advisory group with input from stakeholders and the public
- Evaluation of 19 alternatives
- Broad acceptance of extending 3rd travel lane to Exit 52 / 53 in two phases
- Recommendations to preserve capacity long-term

2024: Construction of PAM Phase 1 is completed between Mile 43 and 49.2, delivering 6 miles of roadway improvements, 16 bridges, 6 interchange improvements, a new center median barrier, and a 3rd travel lane in each direction.



SAFETY WITH HEART

Safety with Heart is the overall people-centered approach guiding how we achieve safety improvements on the Portland Area Mainline. It reflects a commitment to **listening, respect, care, and openness** in planning, design, and communication.



Portland Area Mainline Safety Program - Phase 2: Improving Safety, Reducing Regional Congestion, and Doing So with Heart



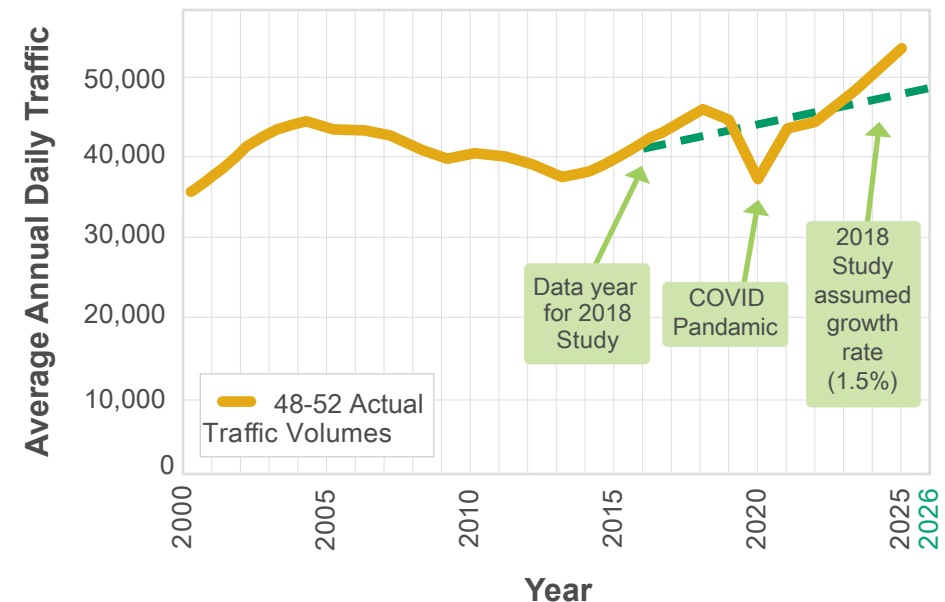
Current Status: Where We Are Now (2026)

PAM Phase 2 is now being scoped, covering Mile 49.2 to 52.2.

Two Scope Options Are Being Considered

1. **Bridge Safety Option (Required)** – Necessary replacement of five bridges with approaches, including wider shoulders, and a center median barrier; the scope reflects the 100-year nature of bridge decisions, resulting in wider structures that improve traveler safety during construction and accommodate future traffic growth.
2. **Full Safety Option** – Builds on the Bridge Safety Option by adding a 3rd travel lane and noise walls, further enhancing safety and reliability while reducing crashes and noise impacts.

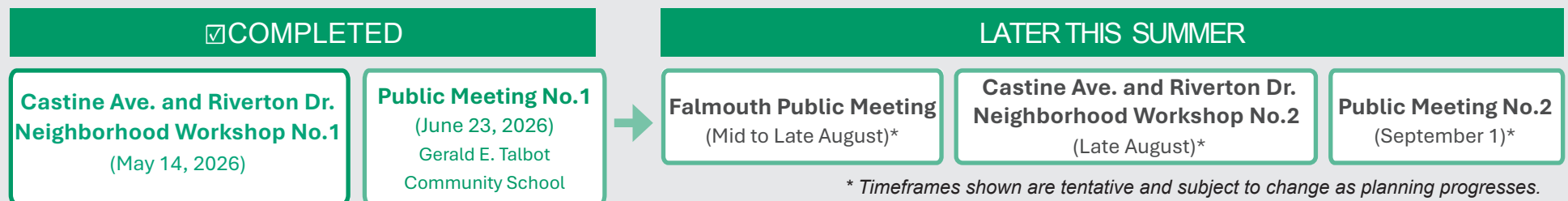
Historical Daily Traffic Volumes — Mile 48-52



Using Updated Information and Community Input

Phase 2 planning uses updated traffic data, including COVID-era travel patterns, and does not rely solely on the 2018 study. Community input will help shape the final scope, guided by our safety with heart approach.

Next Steps: Please be part of the conversation



Building a Safer System

How the Turnpike's Portland Area Mainline Safety Program Supports a Safer System for Everyone



Safety is No Accident

At the Maine Turnpike, safety is no accident. It's built into everything we do.

From our earliest days, we've taken a proactive approach by evaluating data, identifying risks and addressing issues before they become acute problems. This approach delivers results: the Maine Turnpike has become the safest interstate in Maine, with crash rates well below those on other roads across the state. The Portland Area Mainline (PAM) Safety Improvements Program continues this approach.

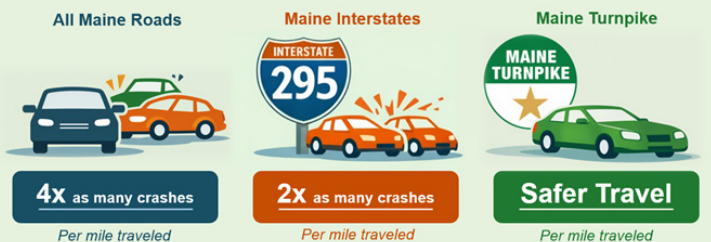
Why Interstates Are Essential to Regional Mobility

Interstates are among the safest road types in the United States. Built to handle higher volumes of regional traffic, their design intentionally removes the conditions where most crashes happen and replaces them with proven safety features. Additionally, interstates alleviate congestion on local roads, allowing for the implementation of complete street concepts. Understanding this helps explain why investments in interstate infrastructure prevents crashes and saves lives on all roads.

- **Fewer Conflict Points:** Interstates are designed without intersections, driveways, or pedestrian crossings where many serious crashes occur
- **Separated Directions of Travel:** Medians with barriers or guardrail help prevent the most severe head-on and crossover crashes
- **Room to Recover:** Wide shoulders provide space for disabled vehicles, faster emergency response, and driver recovery
- **More Predictable Driving:** Reduced congestion and consistent design limit sudden braking, weaving, and other crash-causing maneuvers

Maine's Safest Interstate:

Comparing the Maine Turnpike to other Maine Roads



Phase 1 of the PAM Safety Program is already improving safety.

Did You Know?

Head-on and cross-median crashes carry some of the highest fatality rates of any crash type. Median barriers are a proven, life-saving countermeasure recognized by the Federal Highway Administration and are a core safety feature of the PAM safety program.



Reducing Crashes Through the PAM Safety Program



The Maine Turnpike through the Portland area faces growing safety and operational challenges driven by increasing traffic volumes and congestion. Traffic now exceeds pre-pandemic levels and has reached record levels, reducing reliability and increasing crash risk.

Today, congestion occurs primarily during the summer months, but within the next decade it is expected to extend throughout much of the year. As conditions worsen, drivers will experience more frequent stop-and-go traffic, limited maneuverability, and shorter reaction times, all of which will contribute to more crashes.

The PAM Safety Improvement Program addresses these challenges with targeted, proven **features** designed to improve safety, traffic flow, and reduce crashes. Specifically, the program:

- **Replaces Aging Bridges:** Four bridges in poor condition will be replaced with modern structures featuring wider cross-sections, improved clearances, and a 100-year design life
- **Adds Concrete Median Barrier Protection:** Prevents crossover crashes and reduces the risk of severe head-on collisions
- **Improves Recovery and Response:** Wider shoulders provide space for disabled vehicles and faster emergency response
- **Reduces Crash-Causing Congestion:** A third lane, if included, would improve the Turnpike's Highest-Crash Segment, smooth traffic flow, and avoid congestion causing crashes

Safer by design:

Real-world results from the Maine Turnpike Mile 14 to Exit 44 widening (completed in 2005)

Long-Term Safety Gains

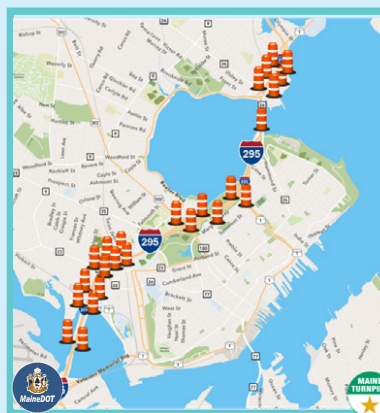
- More space = fewer conflicts = fewer crashes
- Improved emergency response
- 40% lower crash rate
- 6,000 crashes prevented over 20 years
- Lasting benefits that continue today

Today, these improvements continue to deliver smoother, more reliable, and safer travel for drivers.

Regional Safety Benefits

Improvements on the Turnpike strengthen the region's transportation network by increasing system redundancy and preparing for major construction on I-295.

- **Acts as a "relief valve" for I-295**, reducing congestion, smoothing traffic flow, and lowering crash risk
- **Supports upcoming I-295 bridge work**, where 25 aging bridges will require work beginning in the early 2030s and lasting 15 to 20 years
- **Adds critical redundancy**, so incidents or lane closures do not lead to widespread backups and secondary crashes



The PAM Safety Improvement Program is critical to keeping the broader transportation system operating safely now and into the future. That is why MaineDOT supports the PAM Safety Improvement Program, including the addition of a third lane.



We Value Your Input

Community feedback is an important part of the process. Your voice helps shape how the PAM Safety Program moves forward. Please share your questions, concerns, and ideas with the project team online via the program's website available at www.maineturnpike.com, or by scanning the QR code.



Understanding Noise Wall Policy

The Standards Behind Noise Wall Decisions



Roadway noise is an important concern for many people living near major highways. For major projects like the Portland Area Mainline (PAM) Safety Improvements Program, the Maine Turnpike Authority evaluates noise using a clear, science-based process to ensure decisions are consistent, fair, and aligned with established national practices.

When Noise Walls Are Considered

Consistent with state and national practice, the MTA evaluates noise as part of major roadway projects that change traffic conditions, such as adding travel lanes or moving traffic closer to nearby homes. This approach follows federal rules (23 CFR 772) used nationwide to evaluate highway noise.

These regulations require agencies to analyze noise impacts and consider mitigation when roadway projects significantly change traffic conditions. Noise walls are not considered as stand-alone improvements. Instead, they are evaluated when major roadway projects that significantly change traffic conditions are expected to change noise conditions at nearby properties. The evaluation of noise walls follows nationwide practices that have been established by the FHWA to ensure decisions are based on quantifiable impacts and applied consistently.



The Main Turnpike Along Riverton Neighborhood in Portland

How Noise is Evaluated on the Maine Turnpike

FHWA sets the national guidelines for evaluating highway noise, and state agencies such as MaineDOT generally follow that framework.

Although the MTA does not receive state or federal funding, it voluntarily uses the same approach to support consistent, fair decisions and the responsible use of toll revenue.

Conditions to Build a Noise Wall

Noise walls are only constructed when ALL of the following five criteria are met.

This five-step process ensures every decision is grounded in facts – not politics, pressure, or guesswork – and that limited resources are used efficiently and directed to where they will do the greatest good.

1. The project adds capacity

Travel lanes are added or traffic is permanently moved closer to homes, creating the potential for new or increased noise conditions.

2. The project triggers certain noise levels in nearby neighborhoods

Modeling shows future traffic noise meets or exceeds established standards.

3. A noise wall is technically feasible

A wall can be safely built and reduces noise for enough homes to justify construction.

4. A noise wall is financially responsible

The wall meets established cost guidelines per benefited property.

5. Most neighbors support the noise wall

A majority of benefited residents are in favor of a noise wall.

Why MTA Follows This Approach



Fair and consistent

Every project is evaluated using the same criteria so decisions are made consistently across the Turnpike, without special treatment for any individual or group.

Based on proven standards

Decisions are driven by modeled noise levels, feasibility, and cost-effectiveness, not opinions.

Responsible use of turnpike revenue dollars

Noise walls can cost millions. Clear standards ensure investments are focused where they provide measurable benefit.

Aligned with national practice

MTA follows the same framework used nationwide to guide when and where noise walls are considered.



Conceptual Noise Wall Rendering

Can a Noise Wall Be Built Near My Home?

For solid practical and policy reasons, most locations do not qualify for noise walls under commonly accepted national standards.

Noise walls are evaluated where roadway projects create new or increased noise impacts, ensuring mitigation is considered when conditions change and where they can provide meaningful benefit.

Building noise walls outside this process would:

- Apply inconsistent standards across communities
- Shift limited funding away from other critical needs
- Reduce fairness, transparency, and consistency

MTA's approach is consistent with national and state practice and ensures decisions are based on measurable impacts and that standards are applied uniformly across all Maine roadways.

Our Commitment

The MTA is committed to following established noise standards, applying the process consistently, communicating results clearly, and using revenue responsibly to deliver meaningful benefits. This process is not about saying “no,” but about ensuring that when the answer is yes, the decision is sound, defensible, and fair.

We Value Your Input

Community feedback is an important part of the process. Your voice helps shape how the PAM Safety Program moves forward. Please share your questions, concerns, and ideas with the project team online via the program's website available at www.mainturnpike.com, or by scanning the QR code.



Why Now for the PAM Safety Program



Addressing Risks Before They Grow

Conditions on the Turnpike between Exits 48 and 53 are changing faster than expected. Traffic is already exceeding prior projections, key bridges are aging, and this segment continues to experience an elevated crash risk. The Portland Area Mainline (PAM) Safety Improvement Program addresses these issues while they can be managed safely and efficiently.

Several factors are driving the need for improvements now:

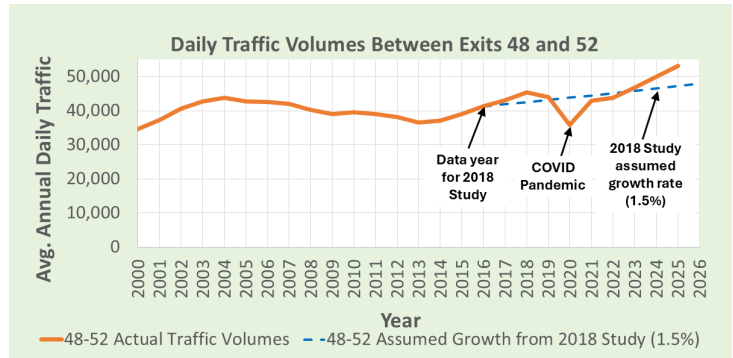
- **This segment includes the highest crash rate on the Turnpike**, making safety improvements a priority today
- **Four bridges are already in poor condition** and need replacement
- **Traffic is at record levels**, and in 2025 this segment experienced the fastest growth on the Turnpike
- **Congestion will soon no longer be just a seasonal issue**. Without improvements, congestion is expected to occur during most months of the year by 2035
- **The corridor is operating near capacity**, leaving little room to absorb additional traffic. **Planned I-295 bridge work will increase this demand**, raising the risk of congestion and safety issues

2018 Portland Area Mainline Study

This effort builds on a 2018 study that identified the need to improve this corridor, including the addition of a third lane up to Exit 52 or 53, to support safe and reliable travel throughout the region. The study was informed by a diverse group of stakeholders and perspectives.

The need for these improvements has not changed, and updated data confirms the underlying conditions remain despite temporary shifts in travel patterns during COVID.

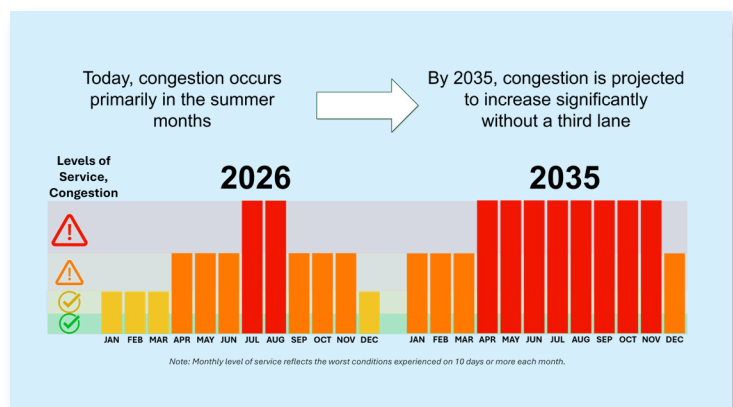
Traffic is not just recovering, it's exceeding prior projections. As a result, the improvements identified in the 2018 study are needed now even more than before.



What Safety Improvements Are Being Considered?

Two improvement options are being considered. Both address today's safety needs, but they differ in how well they prepare the corridor for future conditions, long-term system reliability, and how construction will affect motorists.

- **Bridge Safety Option:** Replaces aging bridges and provides targeted safety improvements within the existing corridor
- **Full Safety Option:** Complete package of bridge and safety improvements, a third lane extending to Exit 53, noise walls where allowed by policy, and replacement of the aging Blackstrap Road bridge to provide a more consistent, reliable corridor.



While both options address immediate safety needs, the Full Safety Option provides a more consistent corridor and supports long-term system performance across the Portland region. It improves traffic flow, supports reduced crash risk, and helps the Turnpike function as a reliable regional route, including its role in supporting traffic during major projects such as planned I-295 bridge work.

Much of the highway work needed to add the third lane would already be required as part of the Bridge Safety Option to safely shift and maintain traffic during construction. Completing the remaining relatively short ¼- to ½-mile gaps between work areas now will minimize future disruption and provide immediate safety and reliability benefits to the traveling public.

A final decision on project scope has not been made and will be informed by ongoing data analysis and public input.

Acting Now Delivers Three Key Benefits:

- 1. Safer Construction:** Work can be completed before traffic conditions worsen, reducing risk for drivers and construction crews
- 2. Better Coordination:** Avoids overlapping impacts with major projects, including planned I-295 bridge work
- 3. Earlier Safety Improvements:** Proven safety benefits can be realized sooner, reducing crashes and improving reliability

The Bridge Safety Option is required at a minimum. Advancing the Full Safety Option now allows this work to be completed more safely, with fewer disruptions, and with greater long-

term benefit. Waiting means construction occurs in heavier traffic, increasing risk, cost, and disruption—and delaying the safety benefits.

The I-295 Effect: A Connected System

The Turnpike (I-95) and I-295 function as a connected highway system through Greater Portland, where changes to one corridor directly affect traffic on the other.

MaineDOT has identified the need for major work on 25 bridges along I-295 through Portland, expected to begin in the early 2030s and continue for many years.

During this work, the Turnpike will serve as a critical relief valve for the regional system, helping absorb diverted traffic and reduce congestion on I-295. The proposed safety improvements, including the addition of a third lane, better support this function by improving system reliability and reducing regional impacts.

For these reasons, MaineDOT supports advancing this work, including the addition of a third lane, as soon as practicable.

MaineDOT supports the PAM Safety Improvement Program, including the addition of a third lane.



MaineDOT

Looking Ahead

The need for these improvements is not going away. Conditions are changing, and acting now keeps the project safer, more efficient, and more predictable to deliver.

We Value Your Input

Community feedback is an important part of the process. Your voice helps shape how the PAM Safety Program moves forward. Please share your questions, concerns, and ideas with the project team online via the program's website available at www.maineturnpike.com, or by scanning the QR code.





Portland Area Mainline Safety Program - Phase 2

Portland City Council Update

July 20, 2026

The Purpose of Phase 2 of the PAM Safety Program



The purpose of Phase 2 of the Portland Area Mainline (PAM) Safety Program is to:

- **Improve safety** along the Turnpike between Mile 49 to a point south of Exit 53
- **Remedy infrastructure deficiencies** (bridges, median barrier, shoulders)
- **Mitigate traffic noise** in accordance with MTA, state, and national standards
- **Strengthen the regional transportation system**

PAM Safety Program: Progress Over Time

2007

Legislature
Authorizes
Extending Third
Lane to Mile 53

2012 & 2016

Safety & Capacity
Concerns
Identified

2018

PAM Study
Completed
(Exits 44 to 53)

2024

Phase 1
Construction
Completed
(to Mile 49)

2026

Phase 2 Scoping &
Design Ongoing
New Data and Input
(Mile 49 to Exit 53)

The 2018 PAM study included a large and diverse advisory group and input from stakeholders and the public.

Nineteen alternatives considered.

Broad acceptance of extending the third lane to Exit 52 / 53.

Capacity preservation recommendations also made - TDM, transit, and land use.



PAM Safety Program: Two Phase Approach

- ✓ **Phase 1:** Completed 2024. Extended third lane from Exit 44 to north of Exit 48
- **Phase 2:** Paused to assess the effects of the COVID pandemic on demand



Proven Benefits of the Turnpike's Approach to Safety

Maine Turnpike Mile 14 to Exit 44 – 20 yrs of Data with a 3rd Lane
The Real Story Is the People Who Made It Home Safely

LOOKING BACK: 2005 to 2025

6,000 CRASHES

PREVENTED,
PROTECTING OVER

10,000 PEOPLE

LOOKING AHEAD:



392 fewer crashes
EVERY YEAR



33 fewer crashes
EVERY MONTH



1 less crash
EVERY DAY



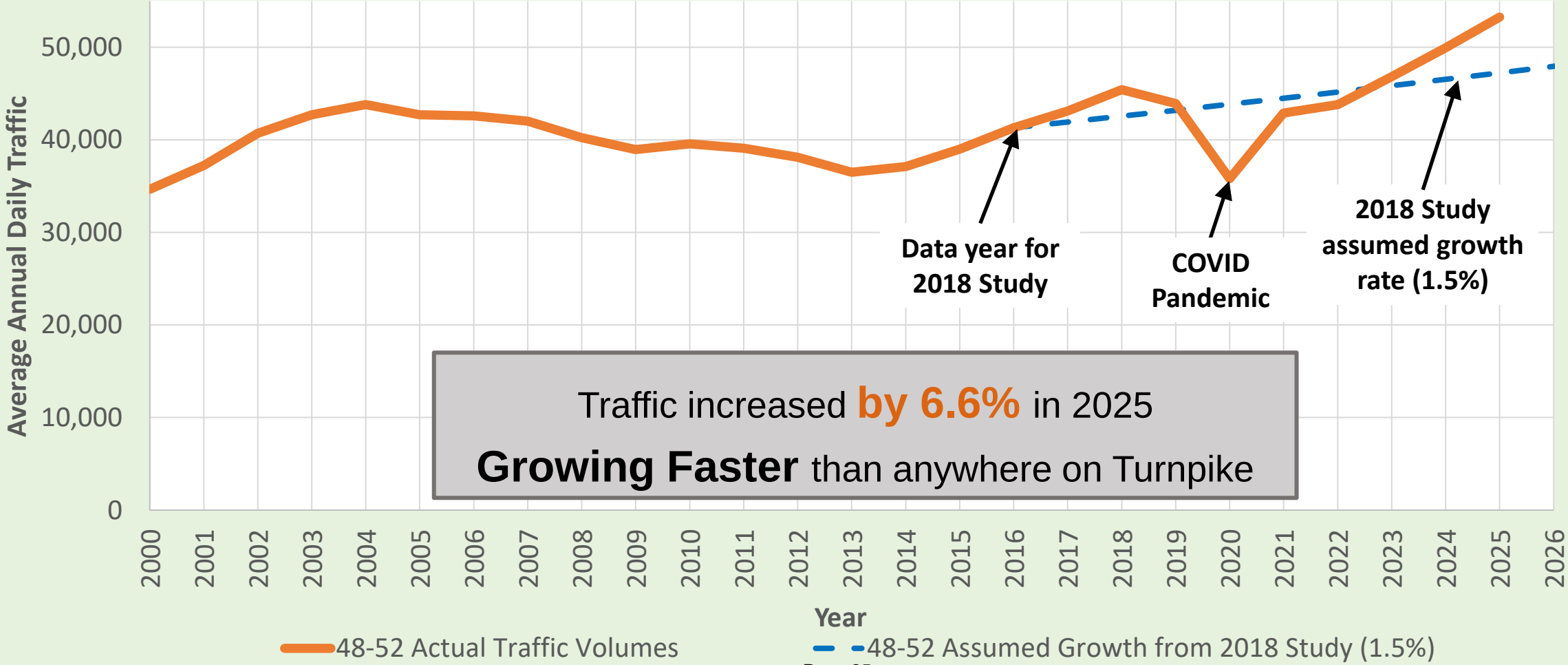
Maine's Safest Interstate

Crash Rates down 40%

Traffic is More than Back

Traffic volumes exceed previous projections and are now at record levels

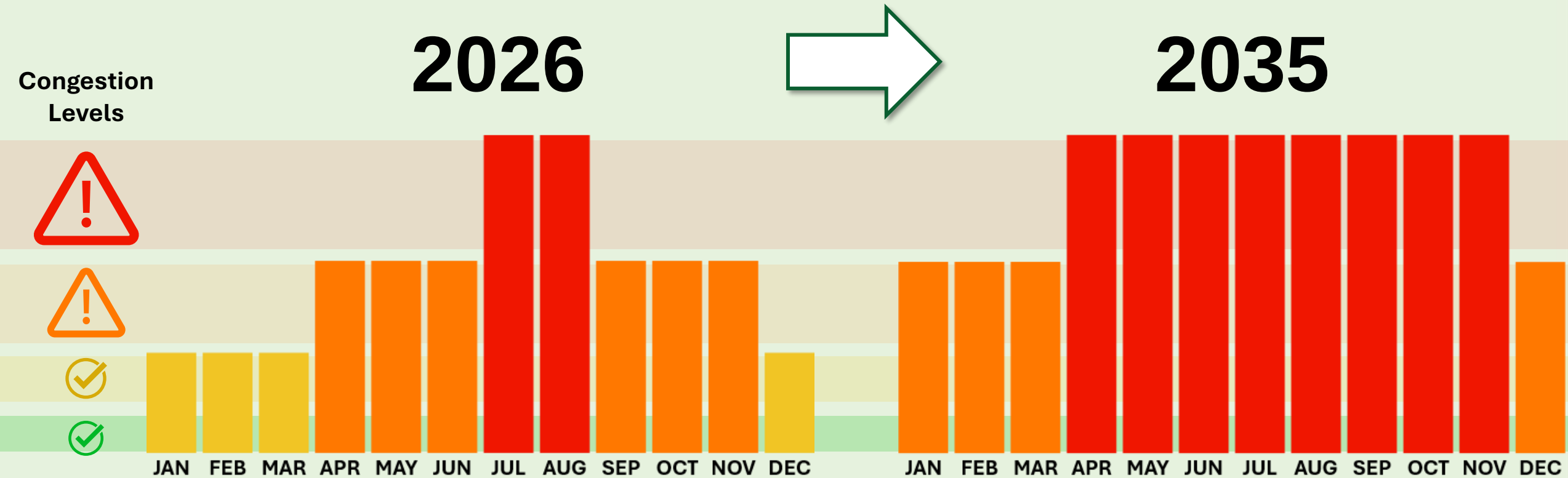
Daily Traffic Volumes Between Exits 48 and 52



Congestion Will Increase Significantly, Which Affects Safety

Today, congestion occurs primarily in the summer months

By 2035, congestion is projected to increase significantly without PAM 2



Note: Monthly level of service reflects the worst conditions experienced on 10 days or more each month.



SAFETY
WITH HEART

Regional Benefits of PAM Phase 2

Reducing traffic on I-295 benefits Portland

- Improved Safety
- Reduced congestion and more reliable travel for commuters and visitors
- Better functioning interchanges and improved street flow for all modes
- Reduced impacts during upcoming bridge work on I-295. 25 bridges over 15-20 years starting in the early 2030's

*The Full Safety Option
Supports These Outcomes*



Robust Public Engagement

Not relying on 2028 Study alone. Project scope is being developed with new data and collaboration with nearby residents, state and local officials, and other stakeholders.

COMPLETED

✓ May 14, 2026

Neighborhood
Workshop No. 1

✓ June 23, 2026

Public
Meeting No. 1



LATER THIS SUMMER

Mid-Late August*

Falmouth Public
Meeting

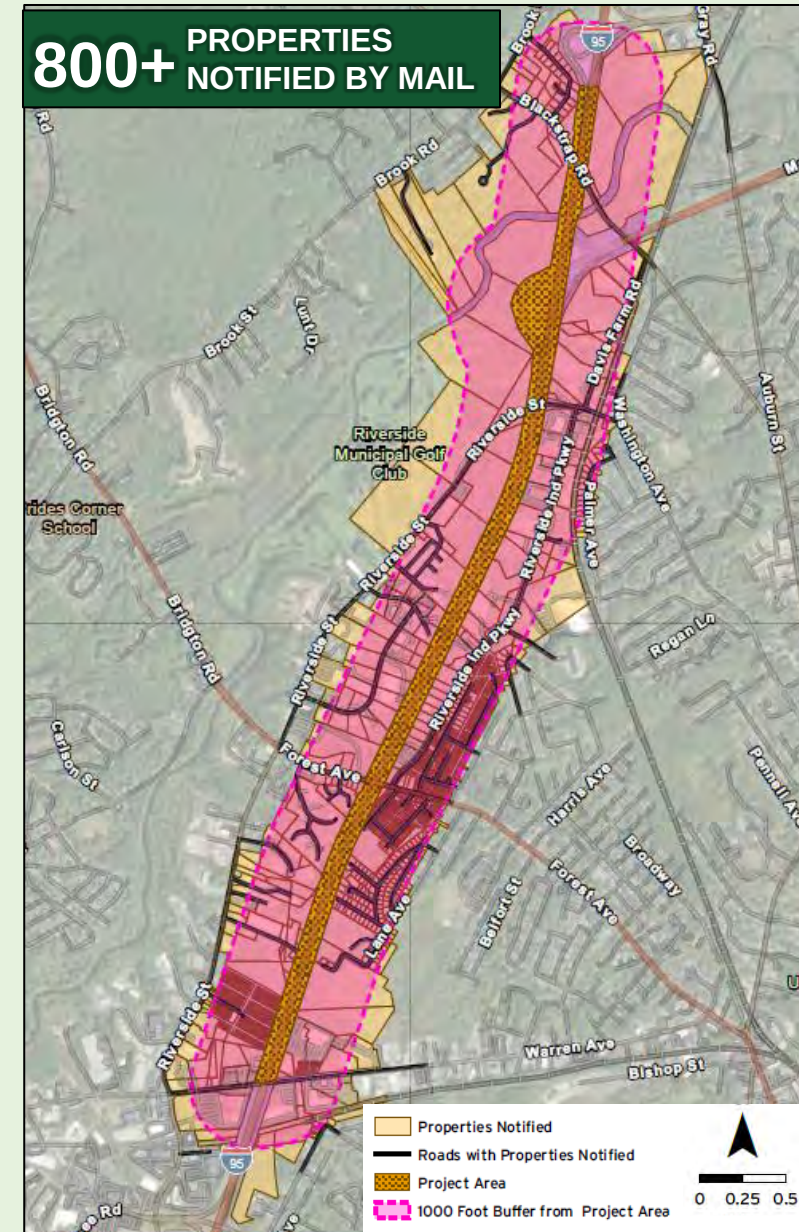
Late August*

Neighborhood
Workshop No. 2

Early September*

Public Meeting No. 2

**Timeframes shown are tentative and subject to change as planning progresses.*



MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 7, 2026

SUBJECT: Order 11-26/27 Authorizing the Mayor to Execute a Statement of No Objection to the DiMillo's Old Port Marina Improvement Project - Sponsored by Corporation Counsel

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

Does this item involve a new contract with the City: No

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This Order authorizes the Mayor to issue and execute a Statement of No Objection (SONO) on behalf of the City of Portland for the DiMillo's Old Port Marina Improvement Project located on Long Wharf. The applicant is seeking the SONO to satisfy the U.S. Army Corps of Engineers (USACE) Section 408 navigation review requirements. The proposed infrastructure project includes floating dock and pile replacements, electrical and fueling system upgrades, and the installation of steel piles to support a concrete floating wave attenuator system. Matching statements of no objection have already been granted by the State of Maine and the City of South Portland.

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - SONO
2. City of Portland SONO Letter
3. Letter - Statement of No Objection - Dimillos - signed
4. DiMillos Portland SONO 4.21.26_received
5. Existing Conditions DiMillos
6. SONO Request_City of Portland_2026-04-10
7. City of Portland Request for SONO Memo_Dimillos_2026-07-14

Prepared by:

Date: 07/07/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF NO
OBJECTION TO THE DIMILLO'S OLD PORT MARINA IMPROVEMENT PROJECT**

ORDERED, that the Statement of No Objection to the DiMillo's Old Port Marina Improvement Project is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes Mayor Dion to execute said Statement of No Objection and whatever other documents are necessary to effect the intent and purpose of this Order.

Mayor and Council Offices

Mark Dion, Mayor



July 20, 2026

To Whom It May Concern:

This letter serves as the City of Portland's Statement of No Objection to the proposed marina improvements to DiMillo's Marina in Portland, Maine.

Sincerely,

Mark Dion
Mayor
City of Portland, Maine



CITY OF
**SOUTH
PORTLAND**

Elyse Tipton
Mayor

May 20, 2026

To Whom It May Concern:

This letter serves as the City of South Portland's Statement of No Objection to the proposed marina improvements to DiMillo's Marina in Portland, Maine.

Sincerely,

Elyse C. Tipton

Elyse Tipton
Mayor



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

Janet T. Mills
GOVERNOR

Dale F. Doughty
COMMISSIONER

April 21, 2026

Christina Comeau
Navigation Section 408 Project Manager
U.S. Army Corps of Engineers
696 Virginia Road
Concord, MA 01742

RE: Statement of No Objection to the DiMillo's Old Port Marina Improvement Project

Dear Ms. Comeau,

Please accept this statement of no objection, pursuant to the requirements of the Rivers and Harbors Act, 33 U.S. Code § 408, regarding the proposed project for improvements to DiMillo's Old Port Marina located on Long Wharf in Portland, Maine.

As you know, the project location exists within the buffer of the Portland Harbor FNP, and the work is confined to the existing footprint of the facility. The proposed work will not adversely affect navigation or any maintenance of the FNP.

The project scope of work includes:

- Floating dock and pile replacement.
- Electrical upgrades.
- Fueling system upgrades.
- Installation of steel piles to support a concrete floating wave attenuator system. This element of the project is located within the FNP buffer zone and would be consistent with the existing marina alignment.

Please contact me by email at matthew.burns@maine.gov, or by phone (207) 592-3221 for any questions or additional information.

Sincerely,

Matthew Burns
Deputy Director, OFBL

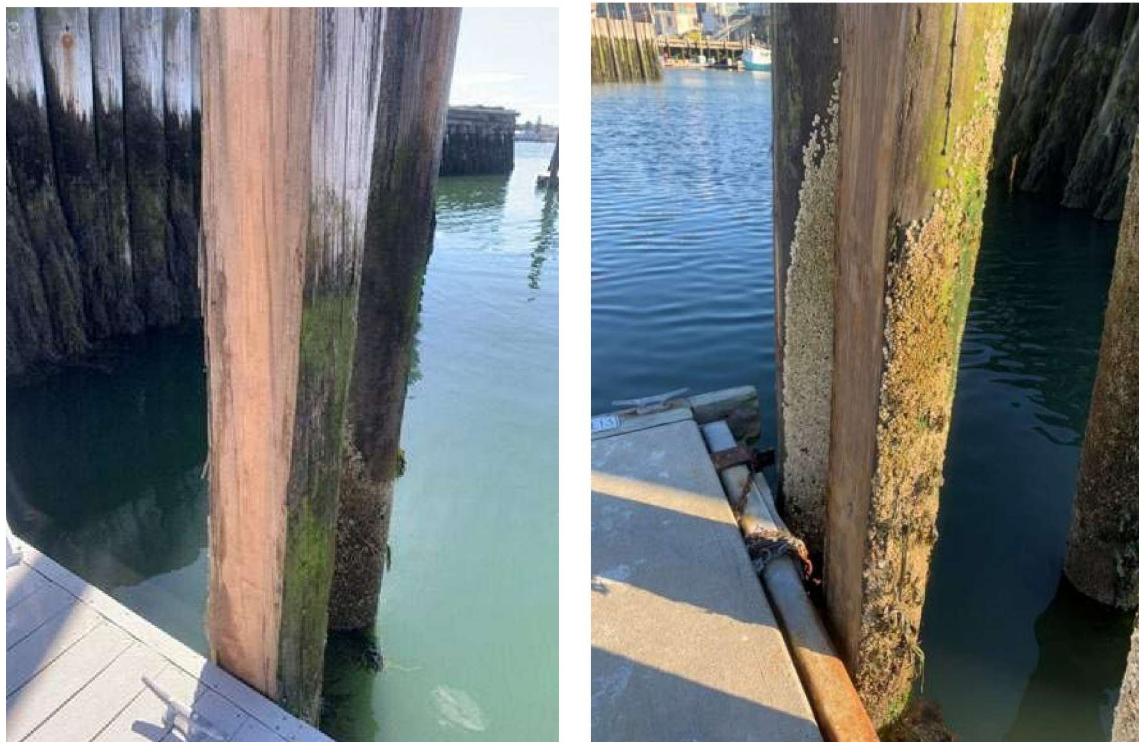
Exhibit 3. Technical Data, Specifications, Photographs

Figure 3-1. Aerial view of marina highlighting project boundaries



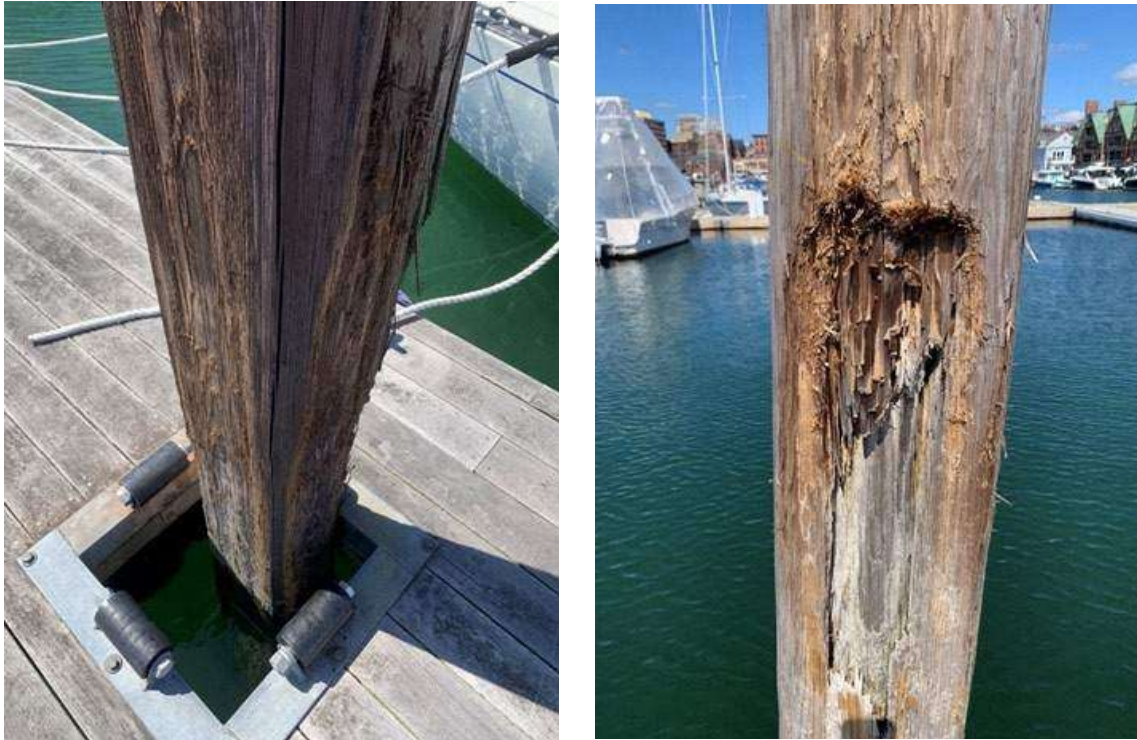
Source: Nearmap. Date : May 2024.

Figure 3-2. Examples of mooring pile section loss due to wear



Source: GEI. Date: April 2025.

Figure 3-3. Additional examples of mooring pile wear



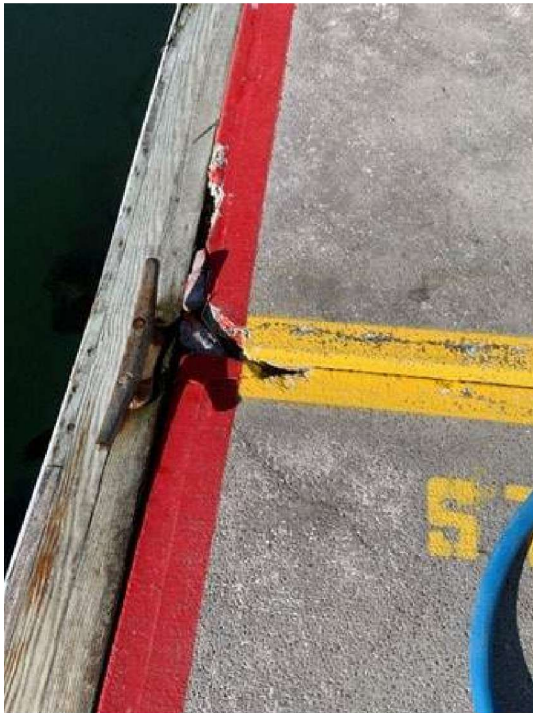
Source: GEI. Date: April 2025.

Figure 3-4. Additional examples of rot/deterioration and cut off timber pile beneath float



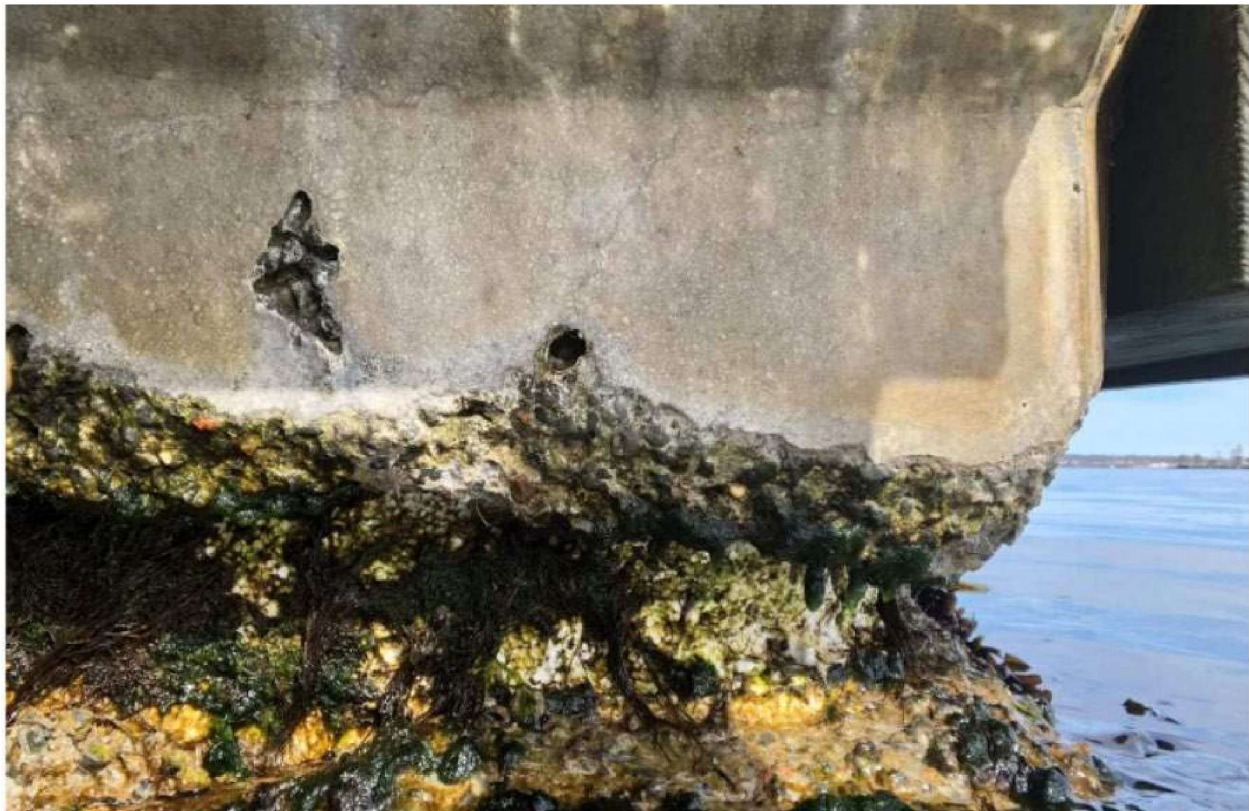
Source: GEI. Date: April 2025.

Figure 3-5. Fuel dock float showing uneven surface, cracks, and spalls due to flotation loss



Source: GEI. Date: April 2025.

Figure 3-6. Existing conditions of fuel dock



Source: Long Wharf, LLC Date: Unknown.

April 10, 2026
Project No. 2501602

VIA EMAIL: mdion@portlandmaine.gov

Mr. Mark Dion, Mayor
City of Portland
389 Congress Street
Portland, ME 04101

**Re: Request for Statement of No Objection – Portland Harbor Federal Navigation Project (FNP)
DiMillo's Old Port Marina Improvements
Portland, Maine**

Dear Mr. Dion:

GEI Consultants, Inc. (GEI), on behalf of Long Wharf, LLC, owner of DiMillo's Marina, is advancing permitting and agency coordination for proposed improvements at the DiMillo's marina facility located on Long Wharf in Portland, Maine.

The marina proposes a number of improvements in support of their project goal to maintain safe and functional operations. An inspection of the facility was conducted in April 2025 and found that nearly half of the existing piles are in varying degrees of disrepair, and a number of floats and piles need to be replaced to meet these project goals. This includes the replacement of several existing floats and dilapidated mooring piles, upgrades to the power for the entire marina, and upgrades to the fuel pedestals and fuel delivery line. The proposed work is generally confined to the existing marina footprint and does not result in a modification to established navigation patterns.

The project is located within the buffer of the Portland Harbor FNP, for which the City of Portland serves as a non-federal sponsor in accordance with agreements between the City of Portland and the United States dated May 5, 1963 (Appendix A). The proposed work has been developed to remain consistent with these agreements and to avoid impacts to navigation and the authorized dimensions of the FNP to the maximum extent practicable.

The project includes the installation of steel piles to support a concrete wave attenuator float system, which is located within the FNP buffer zone. The float and associated piles are positioned along the existing marina alignment and outside of the active navigation channel and is not anticipated to interfere with vessel navigation, channel capacity, or future dredging and maintenance activities. The piles associated with the attenuator float represents a minor, fixed footprint consistent with existing marina infrastructure within Portland Harbor and is necessary to support the safe and functional operation of the attenuator float and the use of this type of float increases the resiliency of the facility to wave action and storm events in the face of increasing sea levels.

In support of coordination with the U.S. Army Corps of Engineers (USACE), New England District, we respectfully request that the City of Portland, as the non-federal sponsor, provide a Statement of No Objection (SONO) indicating that the proposed work, as described, will not adversely affect navigation or the authorized purposes and maintenance of the Portland Harbor FNP.

Project plans are included in Appendix B and additional supporting materials can be provided upon request. We would also welcome the opportunity to meet and discuss the project in further detail.

If you have any questions, please feel free to contact me at 207.466.4689 or by email at lvickers@geiconsultants.com.

Sincerely,

GEI CONSULTANTS, INC.



Lisa C. Vickers
Senior Coastal Professional



Kevin D. Buruchian
Boston Waterfront Group Manager

Appendices

- Appendix A Assurances Agreement – City of Portland
- Appendix B Project Plans

cc: Luke DiMillo, Long Wharf, LLC

LCV/KDB:bdp
\\geiconsultants.com\data\Data_Storage\Working\DIMILLO'S ON THE WATER\2501602 Old Port Marina Improvements\50_REGULATORY\USACE\Section
408\Portland\SONO Request_City of Portland_2026-04-10.docx

Appendix A Assurances Agreement – City of Portland

ASSURANCE
OF THE
CITY OF PORTLAND, MAINE

WHEREAS, the project for modification of the existing project for Portland Harbor, Maine, is authorized by Act of Congress approved October 23, 1962, Public Law 87 - 874, substantially in accordance with the plans and recommendations of the Chief of Engineers and House Document No. 216, 87th Congress, 1st Session. Said authorization provides for an entrance channel 1,000 feet wide 45 feet deep from deep water in Casco Bay to a line about opposite Fort Georges, and a 45-foot deep combination maneuvering basin and anchorage in the site of the existing 35-foot anchorage; and

WHEREAS, local interests desire the prosecution of this project; and

WHEREAS, the modification has been authorized subject to the requirement that no construction work on the project modification shall be accomplished until local interests agree to hold and save the United States free from damages due to the construction and maintenance of the improvement, obtain all land, easements and rights-of-way necessary for construction and maintenance of the project, and agree to furnish spoil disposal areas upon request of the Chief of Engineers if it is determined after detailed studies that such areas are necessary, and without cost to the United States, furnish any such areas required including such dikes, bulkheads, and embankments as may be necessary for the initial construction and maintenance of the project; and

WHEREAS, the local interests are agreeable to executing such Assurances;

NOW, THEREFORE, the City of Portland, in furtherance of said project approved by the Congress of the United States of America, hereby approves the project heretofore mentioned, and, in consideration of the

prosecution of said improvement, hereby assures the United States of America that the City of Portland will:

(a) obtain all land, easements and rights-of-way necessary for construction and maintenance of the project;

(b) agree to furnish spoil disposal areas upon request of the Chief of Engineers if it is determined after detailed studies that such areas are necessary, and without cost to the United States, furnish any such areas required, including such dikes, bulkheads and embankments as may be necessary, for the initial construction and maintenance of the project.

IN WITNESS WHEREOF, the City of Portland, acting by and through its Mayor

hereby executes the within Assurance for and on behalf of the City of Portland and causes the seal of the City of Portland to be hereto affixed this 16 day of May, 1963.

Approved:

CITY OF PORTLAND, MAINE

By Mayor

ACCEPTANCE

16 May 1963

The within Assurance is hereby accepted for and on behalf of the United States of America.

P. C. Hyzer

P. C. HYZER
Brigadier General, USA
Division Engineer

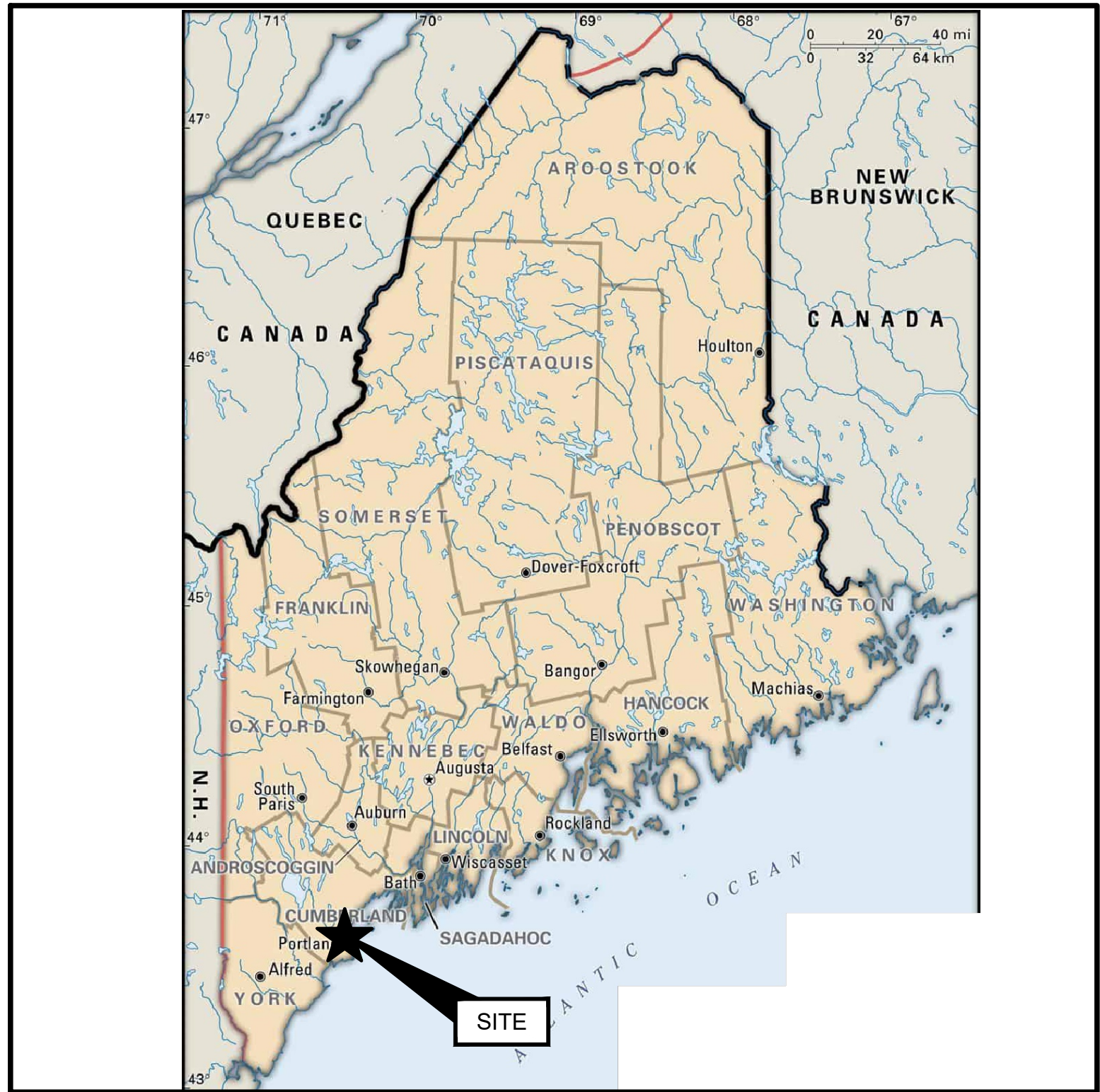
Appendix B Project Plans

The following plans are provided with this application.

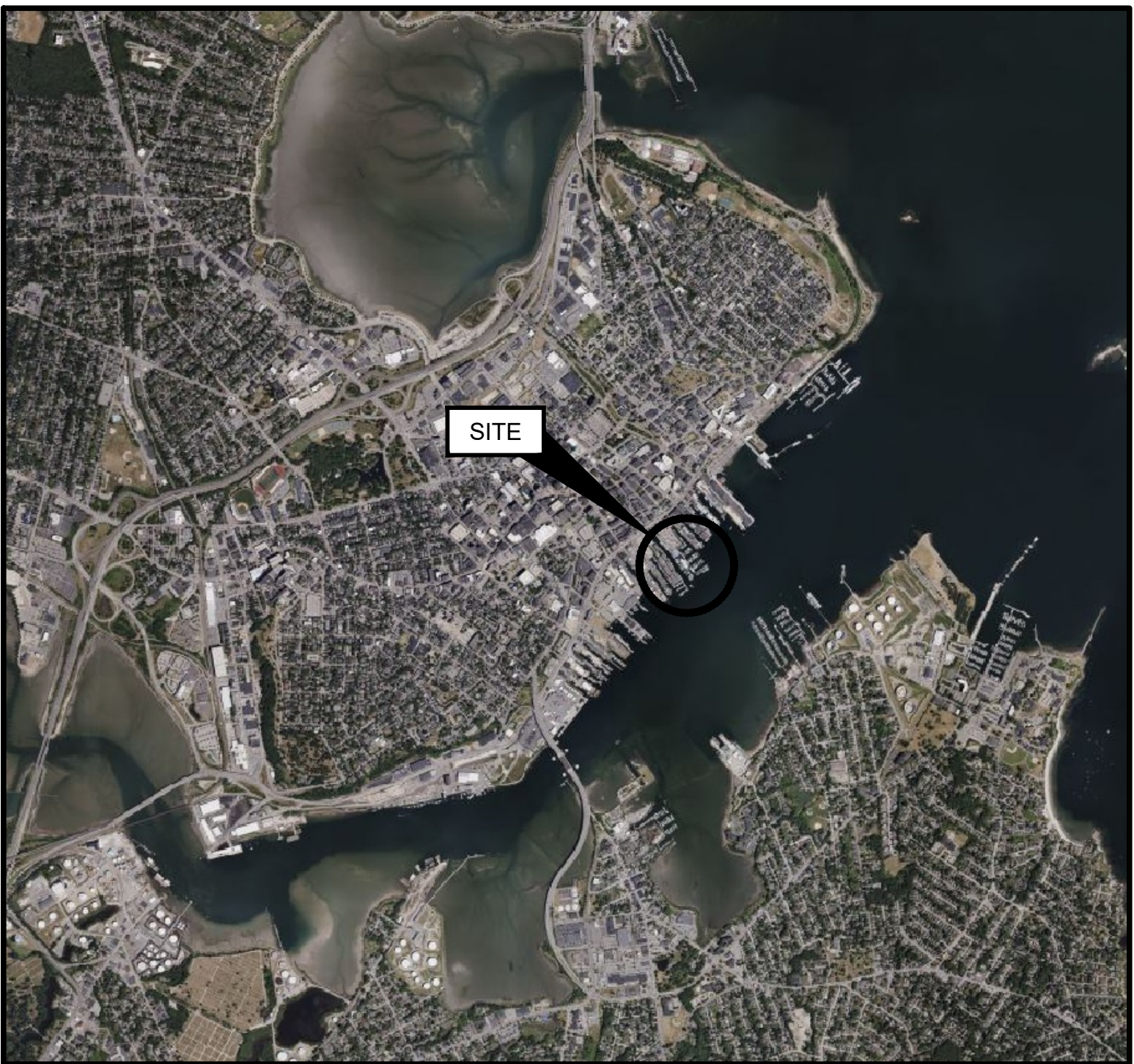
Sheet No.	Drawing No.	Title
1	G-001	Cover Sheet
2	G-002	General Notes
3	B-001	Historic Boring Logs
4	V-101	Existing Conditions Plan
5	C-101	Demolition Plan
6	C-102	Proposed Conditions Plan
7	C-103	Pile Replacement Plan
8	S-401	Dock A Replacement
9	S-402	Main Dock Replacement
10	S-403	Fuel Dock Replacement
11	S-404	Transient Dock Expansion
12	E-101	Electrical Plan & Details (reserved)

OLD PORT MARINA IMPROVEMENTS

PORTLAND, ME



STATE MAP
(NOT TO SCALE)



SITE LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	G-001	COVER SHEET
2	G-002	GENERAL NOTES
3	B-001	HISTORIC BORING LOGS
4	V-101	EXISTING CONDITIONS PLAN
5	C-101	DEMOLITION PLAN
6	C-102	PROPOSED CONDITIONS PLAN
7	C-103	PILE REPLACEMENT PLAN
8	S-401	DOCK A REPLACEMENT
9	S-402	MAIN DOCK REPLACEMENT
10	S-403	FUEL DOCK REPLACEMENT
11	E-101	ELECTRICAL PLAN & DETAILS

PREPARED FOR:

DIMILLO'S ON THE WATER
ONE LONG WHARF
PORTLAND, ME
207-773-7632

PREPARED BY:

GEI CONSULTANTS, INC.
124 GROVE STREET
FRANKLIN, MA 02038
(774)277-6001



PRELIMINARY

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF GEI CONSULTANTS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF GEI CONSULTANTS.

GEI PROJECT NO. 2501602

				DRAFT	SHEET NO. G-001
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO.	DATE	ISSUE/REVISION	APP		

CODES:
AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
AMERICAN WELDING SOCIETY (AWS)
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
AMERICAN CONCRETE INSTITUTE (ACI)
CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
MASSACHUSETTS STATE BUILDING CODE
THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF PUBLIC WORKS "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES" (1988 EDITION, 15 JUNE 2012 SUPPLEMENTAL SPECIFICATIONS) (MHD), & 14 JUNE 2013 INTERIM SUPPLEMENTAL SPECIFICATIONS (MHD)

MARINA FLOAT AND MOORING DESIGN CRITERIA

- VERTICAL LOADING
 - NOMINAL FREEBOARD UNDER ALL DEAD LOADS INCLUDING GANGWAYS, PLATFORMS, ETC SHALL BE 20 INCHES.
 - LIVE LOADS
 - 100 PSF FOR STRUCTURAL DESIGN
 - SEE SPECIFICATION AND BELOW FOR LOAD REQUIREMENTS
- WIND LOADS
 - SERVICE CONDITIONS: 65 MPH
 - EXTREME CONDITIONS: 110 MPH
- EXTREME WAVE LOADING
 - DESIGN WAVE HEIGHT = 5.85 FT
 - PEAK WAVE PERIOD = 3.4 S
- SERVICE WAVE LOADING
 - DESIGN WAVE HEIGHT = 4.01 FT
 - PEAK WAVE PERIOD = 2.9 S
- ALL SERVICE LOADS ARE APPLIED WITH VESSELS IN PLACE. EXTREME LOADS ASSUME VESSELS HAVE BEEN EVACUATED AND ARE APPLIED TO FLOATS ONLY.

OSHA REQUIREMENTS:
PURSUANT TO 26 M.R.S.A. §565, THE CONTRACTOR SHALL ADHERE TO THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS AS PROMULGATED BY THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AT 29-CFR PART 1926 MOST RECENTLY AMENDED.

SURVEY CONTROL AND BASELINES:

- THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN PROJECT BASELINES AND CONTROL AS REQUIRED TO ENSURE ACCURATE LOCATION OF ALL ELEMENTS OF THE PROJECT.

SITE ACCESS AND STAGING AREAS:

- NO MATERIALS OR EQUIPMENT SHALL BE STORED OUTSIDE LIMITS SHOWN UNLESS APPROVED BY ENGINEER.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE SECURITY. CONTRACTOR SHALL PROVIDE PROVIDE CHAIN LINK FENCING AROUND PERIMETER OF WORK AREA AND STAGING AREA TO PREVENT PUBLIC ACCESS AND PROVIDE PUBLIC SAFETY. THE FENCE SHALL BE A MINIMUM OF 6' HIGH AND CONSTRUCTED OF GALVANIZED STEEL CHAIN LINK WITH POSTS AT 8' ON CENTER. FENCE SHALL BE SUPPORTED BY CONCRETE BLOCKS TO RECEIVE POSTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL AND STATE REGULATIONS.
- AREAS OUTSIDE THE LIMITS OF THE WORK DISTURBED OR DAMAGED BY THE CONTRACTOR SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.
- ALL EXISTING PAVEMENT DAMAGED WITHIN THE PROJECT LIMITS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL STAGE AND SEQUENCE CONSTRUCTION TO ENSURE STABILITY OF EXISTING STRUCTURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES TO REMAIN.
- CONTRACTOR SHALL SUBMIT DETAILS OF ALL MATERIALS OR EQUIPMENT SHOWING COMPLIANCE WITH ABOVE LIMITS FOR APPROVAL PRIOR TO LOADING.
- CONTRACTOR SHALL NOTE HIGH VOLUME OF VEHICULAR TRAFFIC IN THESE AREAS AND SHALL NOT BLOCK OR DISRUPT FLOW WITHOUT PRIOR APPROVAL FROM THE OWNER.

SITE PREPARATION:

- CONTRACTOR SHALL INSTALL ALL SIGNAGE PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES INCLUDING OWNER PROJECT SIGNAGE, DEP FILE NUMBER AND FEDERAL AND STATE MANDATED WORK PLACE SIGNAGE.
- CONTRACTOR SHALL HAVE IN-PLACE TRASH AND SANITARY FACILITIES FOR THE WORK PLACE.
- EXISTING PAVEMENT, STRUCTURES AND AMENITIES WITHIN THE PROXIMITY OF THE WORK SHALL BE PROTECTED TO PREVENT ACCIDENTAL DAMAGE BY CONSTRUCTION ACTIVITIES.
- DISCOVERY OF INCONSISTENT SITE INFORMATION OR CONDITIONS ARE TO BE IMMEDIATELY CONVEYED TO THE OWNER AND ENGINEER PRIOR TO COMMENCING OR CONTINUING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY DIG-SAFE PRIOR TO COMMENCING ANY WORK ON SITE.
- LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF UTILITIES AS MAY BE REQUIRED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES OCCURRING AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PROTECT UTILITIES. ALL REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING UTILITIES AND DRAINAGE AT ALL TIMES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE AND RESTORE TO THE PRE-EXISTING CONDITION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL SUPPLY ALL NECESSARY TEMPORARY UTILITIES FOR CONSTRUCTION INCLUDING WATER, POWER, LIGHTING, DATA AND TELEPHONE.

ENVIRONMENTAL:

- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS AND PERMIT CONDITIONS.
- CONTRACTOR SHALL PROVIDE CONTAINMENT FOR ALL WORK IN OR OVER WATER. BOTTOM WEIGHTED SILT CURTAINS SHALL BE PROVIDED TO ENCLOSE WORK LIMITS. SILT CURTAINS SHALL BE INSTALLED PRIOR TO COMMENCEMENT AND REMOVED AFTER COMPLETION OF WORK IN EACH AREA. SILT CURTAIN INSTALLATION AND PHASING SCHEDULE SHALL BE SUBMITTED BY CONTRACTOR. SILT CURTAINS SHALL BE MAINTAINED IN PROPER WORKING CONDITION DURING CONSTRUCTION.

EROSION CONTROL:

- CONTRACTOR SHALL PROVIDE SILT FENCE BARRIERS OR SIMILAR PROTECTION AROUND ALL OPEN EXCAVATIONS.
- ALL TEMPORARY WORKS INCLUDING COFFER DAMS, FLOATING SILT BOOMS AND THE LIKE SHALL BE COMPLETELY REMOVED AFTER COMPLETION OF BOAT RAMP.

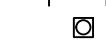
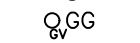
DEMOLITION:

- ALL EXCESS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR & BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND TOWN REGULATIONS AND REQUIREMENTS.

CONCRETE FLOATS:

- UNLESS OTHERWISE SPECIFIED, ALL CONCRETE SHALL BE 6000PSI.
- ALL REINFORCEMENT SHALL BE NEW DEFORMED STEEL BARS, GRADE 60 CONFORMING TO ASTM A615, EPOXY-COATING CONFORMING TO ASTM A775/A775M OR HOT DIPPED GALVANIZED CONFORMING TO A-767 POST BENDING OR ASTM A-1094.
- PILE GUIDES SHALL BE DESIGNED BY THE FLOAT MANUFACTURER, FOR A MINIMUM LOAD OF 15,000 LBS.
- CLEAT, FENDER, AND OTHER FITTINGS INSTALLATION DETAILS PER THE FLOAT MANUFACTURER.

PROJECT DATUMS			
ELEVATION	MLLW	NAVD88	
BFE	17.26'	12.0'	
HAT	11.97'	6.71'	
MHHW	9.90'	4.64'	
MHW	9.47'	4.21'	
MSL	4.94'	-0.32'	
MLW	0.35'	-4.91'	
MLLW	0.0'	-5.26'	

LEGEND	
	CATCH BASIN
	DRAIN MANHOLE
	ELECTRIC MANHOLE
	SEWER MANHOLE
	TELEPHONE MANHOLE
	HYDRANT
	LIGHT POLE
	UTILITY POLE
	WATER VALVE
	LADDER
	BOLLARD
	BUILDING
	GATE POST
	METAL POST
	SIGN POST
	GAS GATE
	GAS VALVE
	DECIDUOUS TREE WITH TRUNK DIAMETER
	CONIFEROUS TREE WITH TRUNK DIAMETER
	RIM ELEVATION EQUALS
	INVERT ELEVATION EQUALS
	NO PIPES VISIBLE
	TOP OF DIRT ELEVATION EQUALS
	TOP OF WATER ELEVATION EQUALS
	BOTTOM OF CHANNEL ELEVATION EQUALS
	WOOD FENCE
	LANDSCAPED AREA
	BITUMINOUS
	CONCRETE
	ELEVATION
	CAST IN PLACE
	APPROXIMATE
	EXISTING
	SOIL BORING
	TOP OF WALL ELEVATION
	SPOT GRADE ELEVATION
	MEAN LOW WATER
	UNDERGROUND DRAIN LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND GAS LINE
	UNDERGROUND SEWER LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND WATER LINE
	OVERHEAD WIRES
	CONTROL POINT
	PROPERTY LINE
	FENCE
	GUARD RAIL
	MONITORING WELL

PRELIMINARY

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL	GEI Consultants GEI CONSULTANTS, INC. 124 GROVE STREET SUITE 300 FRANKLIN, MA 02038 774.277.6001	DiMillo's On The Water 25 Long Wharf Portland, ME 04101	OLD PORT MARINA IMPROVEMENTS					SHEET NAME
		Drawn: JSF								
		Checked: XXX								
		Approved: XXX								
		P.E. No:								
		GEI Project 2501602								
		0				2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION			APP					

MAINE TEST BORINGS, INC. BREWER, MAINE 04612										CLIENT Greater Portland Building Fund										SHEET <u> 1 </u> OF <u> 3 </u> HOLE NO. <u>B-1</u>																			
DRILLER <u>P. Brown</u>										PROJECT NAME <u>Long Wharf Area Investigation</u>										LINE & STATION OFFSET																			
W.T.B. JOB NUMBER <u>78-82</u>										LOCATION <u>Portland, Maine</u>										DATE START <u>6-28-78</u> DATE FIN <u>7-5-78</u>																			
GROUND WATER OBSERVATIONS AT _____ FT AFTER _____ HOURS AT _____ FT AFTER _____ HOURS										TYPE SIZE (I) JACKET WT HAMMER FALL										CASING INW SAMPLER 1 3/8 1 7/8 300 160 16" 30"										CORE BARREL RKC3 SURFACE ELEV. GROUND WATER ELEV.									
CASING FT FOOT	NO	OD	PEEN	REC.	DEPTH ± FOOT	BLOW PER 6" ON LAMPIER 0-6 1-12 1-18	VANE READING	DEPTH	STRATUM DESCRIPTION																														
									Black organic silt																														
									- Very Loose -																														
								9.0																															
									Gray silty clay																														
10																																							
21	2C*	2"	18"		11.5	Hyd.																																	
24	2 X 7	Vane			11'6"	No Penetration																																	
48																																							
56																																							
69																																							
86																																							
85	3C*	2"	24"		17.0	Hyd.																																	
85	2 X 7	Vane			17'7"		50+																																
83																																							
150																																							
78																																							
75	4C*	2"	24"		22.0	Hyd.																																	
76	2 X 7	Vane			22'7"		35/13																																
79	2 X 7	Vane			23'2"		37/17																																
69																																							
38																																							
36	5C	"	24"		27.0	Hyd.																																	
35	2 X 7	Vane			27'7"		27/10																																
33	2 X 7	Vane			28'2"																																		
30																																							
36																																							
35	6C	"	24"		32.0	Hyd.																																	
35	2 X 7	Vane			32'7"		33/17																																
30	2 X 7	Vane			33'2"		31/15																																
30																																							
46																																							
45	7C	"	24"		37.0	Hyd.																																	
45	2 X 7	Vane			37'7"		33/15																																
42	2 X 7	Vane			38'2"		35/15																																
38																																							

SAMPLES
 D = Split Spoon
 U = 2" Shelby Tube
 C = 3" Shelby Tube

SOIL CLASSIFIED BY:
☐ Driller - Visually
☒ Soil Technician - Visually
☐ Laboratory Tests

REMARKS
 * sample put in jar

HOLE NO. B-1

[illegible][illegible]

MAINE TEST BORINGS, INC. BREWER, MAINE 04612		CLIENT Greater Portland Building Fund		SHEET <u>1</u> OF <u>2</u> HOLE NO. <u>B-2</u>	
DRAFTER P. Brown		PROJECT NAME Long Wharf Area Investigation		LINE & STATION	
HOLE JOB NUMBER 78-82		LOCATION Portland, Maine		OFFSET	
GROUND WATER OBSERVATIONS AT _____ FT AFTER _____ HOURS AT _____ FT AFTER _____ HOURS		TYPE SIZE D. <u>3 7/8</u> HAMMER WT. <u>300</u> HAMMER FALL <u>16"</u>		CORRECTION <u>50</u> <u>1 3/8</u> <u>140</u> <u>30"</u>	
				DATE START <u>6-19-78</u> DATE FIN <u>6-20-78</u> SURFACE ELEV. _____ GROUND WATER LEVEL _____	

CASING BLOWS PER FOOT		SAMPLE				BLOWS PER 6" ON SAMPLES		VANE READING		DEPTH		STRATUM DESCRIPTION	
NO.	OD.	PE.	REC.	DEPTH BOT	0-6	6-12	12-18						
2													
2													
9	1D	2"	18"	3.5	4	3	3						Brown gravelly silty sand w/coal ash & brick (fill)
12													
30													
5	2D	2"	18"	6.5	11	6	3						- Loose -
5													
9													
12													
50											10.0		
7	3D	2"	18"	11.5	105	25	16						Gray-gravelly silty sand & silt (fill)
10													- Compet -
9													
18													
21	4D	2"	18"	16.5	1	6	36				16.0		- Loose -
25													
3													Black gravelly silty sand, coal ash, brick & wood (fill)
14													
14											20.0		
8	5D	2"	18"	22.5	3	3	1						Brown sandy organic silt w/shells & traces of wood
8													- Loose -
10													
10													
10													
12													Brown silt w/traces of clay & shells
23													- Loose -
10													
16	1C	2"	24"	32.0									W = 36.3% qp = 0.2 KSF
20	2 X 7	Vane	1217"					42/6			33.5		52.2%
10	2 X 7	Vane	1312"					50+					
40													
39	2C	2"	24"	37.0									Gray silty clay w/sand layers
39	2 X 7	Vane	3717"					50+					W = 46.3% qp = 3.5-5.0 KSF
39													- Medium to Stiff -
39													
33											40.0		

SAMPLES D = Split Spoon C = 2" Shelby Tube U = 30" Shelby Tube	SOI CLASSIFIED BY: ☒ Driller - Visually ☒ Soil Technician - Visually ☐ Laboratory Test	REMARKS
---	--	---------

HOLE NO. **B-2**

[illegible]

MAINE TEST BORINGS INC.										CIENT										SHEET <u>1</u> OF <u>3</u> HOLE NO. <u>B-23</u>									
Brewer, Maine 04012										Greater Portland Building Fund																			
P. Brown										PROJECT NAME Long Wharf Area Investigation										LINE & STATION									
JOB NUMBER 78-82										LOCATION Portland, Maine										OFFICE									
GROUND WATER OBSERVATIONS										CASING										CONCRETE BARREL									
AT _____ FT. AFTER _____ HOURS										TYPE BM RWC2										DATE START 5-15-78 DATE PM 5-16-78									
AT _____ FT. AFTER _____ HOURS										SIZE I/C 2 3/8 1 3/8 1 3/8										SURFACE LEVEL									
										HAMMER WT 300 140										GROUND WATER LEVEL									
										HAMMER FALL 16" 30"																			

CASING BLUES PER FOOT	SAMPLE				DEPTH @ BOT	BLOW PER S' ON SAMPLER			VANE READING	DEPTH	STRATUM DESCRIPTION
	NO.	OD.	PEN.	REC.		C	F	I			
32											
35											
9	1D	2"	18"		3.5	6	5	5			Coal ash w/sand & gravel
8											- Loose -
8	2D	2"	18"		6.5	3	3	3			
9											
9											
7											
3	3D	2"	18"		11.5	3	1	1		10.5	
2											Brown silty fine sand
1										14.0	- Very Loose -
1										15.0	Brown gravelly silty sand
7	4D	2"	18"		16.5	4	1	1			
6											Black sandy silt w/coal ash
8										19.5	- Loose -
13										20.5	Gray sandy silt w/shells
26	5D	2"	18"		21.5	2	3	4			Gray silty clay
23											
25											
24											
22											
40	6D	2"	18"		26.5	4	2	3			
23											
21											
12											
33											- Medium -
27	1C	2"	24"		32.0	Hyd.			37.9		
22	2 X 7	Fans	32.2"						37.10		
27	2 X 7	Fans	33.2"								
27											
47											
28	2C	2"	24"		37.0	Hyd.			20.6		
31	2 X 7	Fans	37.2"						20.10		
31	2 X 7	Fans	38.2"								
30									40.0		

SAMPLES
☐ D = Sprinkle Spoon
☐ C = 2" Shelby Tube
☒ U = 3" Shelby Tube

SOIL CLASSIFIED BY:
☐ Driller / Visually
☒ Soil Technician / Visually
☐ Laboratory Test

REMARKS
 $q_u = 1.05 KSF \quad W = 40.6\% \quad q_D = 0.8 - 1.2 KSF$

HOLE NO. B-23

MAINE TEST BORINGS, INC. BREWER, MAINE 04412										CLIENT Greater Portland Building Fund										SHEET 2 OF 3 HOLE NO. B-3																																																			
DALLER P. Brown M.Y.B. 708 NUMBER 78-62										PROJECT NAME Long Wharf Area Investigation										LINE & STATION EFREET																																																			
GROUND WATER OBSERVATIONS AT _____ FT AFTER _____ HOURS AT _____ FT AFTER _____ HOURS										LOCATION Portland, Maine										DATE START 6-15-78 DATE FOR 6-16-78 SURFACE ELEV. GROUND WATER ELEV.																																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>CASING</th> <th>B.L.O.W.</th> <th>PER</th> <th>FOOT</th> <th colspan="4">SAMPLE</th> <th>DEPTH</th> <th>B.L.O.W. PER S' ON SAMPLER</th> <th>VA.NE</th> <th>DEPTH</th> <th>STRATUM DESCRIPTION</th> </tr> <tr> <th></th> <th></th> <th></th> <th></th> <th>NO.</th> <th>O.D.</th> <th>PEN.</th> <th>REC.</th> <th>SOFT</th> <th>0-6</th> <th>6-12</th> <th>12-18</th> <th></th> </tr> </table>										CASING	B.L.O.W.	PER	FOOT	SAMPLE				DEPTH	B.L.O.W. PER S' ON SAMPLER	VA.NE	DEPTH	STRATUM DESCRIPTION					NO.	O.D.	PEN.	REC.	SOFT	0-6	6-12	12-18		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>CASING</th> <th>B.L.O.W.</th> <th>PER</th> <th>FOOT</th> <th colspan="4">SAMPLE</th> <th>DEPTH</th> <th>B.L.O.W. PER S' ON SAMPLER</th> <th>VA.NE</th> <th>DEPTH</th> <th>STRATUM DESCRIPTION</th> </tr> <tr> <th></th> <th></th> <th></th> <th></th> <th>NO.</th> <th>O.D.</th> <th>PEN.</th> <th>REC.</th> <th>SOFT</th> <th>0-6</th> <th>6-12</th> <th>12-18</th> <th></th> </tr> </table>										CASING	B.L.O.W.	PER	FOOT	SAMPLE				DEPTH	B.L.O.W. PER S' ON SAMPLER	VA.NE	DEPTH	STRATUM DESCRIPTION					NO.	O.D.	PEN.	REC.	SOFT	0-6	6-12	12-18	
CASING	B.L.O.W.	PER	FOOT	SAMPLE				DEPTH	B.L.O.W. PER S' ON SAMPLER	VA.NE	DEPTH	STRATUM DESCRIPTION																																																											
				NO.	O.D.	PEN.	REC.	SOFT	0-6	6-12	12-18																																																												
CASING	B.L.O.W.	PER	FOOT	SAMPLE				DEPTH	B.L.O.W. PER S' ON SAMPLER	VA.NE	DEPTH	STRATUM DESCRIPTION																																																											
				NO.	O.D.	PEN.	REC.	SOFT	0-6	6-12	12-18																																																												
30 3C 2" X 24" 42.0 Hyd. 32/10 31 2 X 7 Vane 42.7" 30/12 32 2 X 7 Vane 43.2" 30/12 33 4C 2" X 24" 47.0 Hyd. 25/8 34 2 X 7 Vane 47.7" 22/8 35 2 X 7 Vane 48.2" 28/10 36 3C 2" X 24" 52.0 Hyd. 30/8 37 2 X 7 Vane 53.2" 28/10 38 6C 2" X 24" 57.0 Hyd. 28/10 39 2 X 7 Vane 57.7" 33/11 40 2 X 7 Vane 58.2" 60.0 41 7C 2" X 24" 62.0 Hyd. 32/20 42 2 X 7 Vane 62.7" 22/20 43 2 X 7 Vane 63.2" 71.5 44 8C 2" X 24" 67.0 Hyd. 44/25 45 2 X 7 Vane 67.7" 50/15 46 2 X 7 Vane 68.2" 71.0 47 7D 2" X 18" 71.5 4 3 13 48 106 49 106 50 100 51 D 2" X 18" 0 76.5 5 7 17 52 85 53 85										Qu = 1.50 KSF W = 37.9% qp = 0.6-1.5 Ksf Gray silty clay w/black streaks Qu = 1.21 KSF W = 41.1% qp = 1.0-1.4 Ksf - Medium - Qu = 1.77 KSF W = 39.5% qp = 1.0-1.8 Ksf Qu = 1.51 KSF W = 39.2% qp = 0.4-2.4 Ksf Qu = 1.02 KSF W = 32.2% qp = 0.6-1.0 Ksf Gray silty clay - Medium - Gray silty sandy clay Qu = 1.05 KSF W = 24.7% qp = 1.0-1.8 Ksf - Medium - Brown silty fine to med. sand Brown gravelly silty sand - Firm - Rock																																																													
SAMPLES D = Split Spoon C = 2" Shelby Tube U = 3" Shelby Tube										SOL. CLASSIFIED BY: ☐ Driller - Visually ☐ Soil Technician - Visually ☐ Laboratory Tests										REMARKS																																																			

[illegible]

PRELIMINARY

FITZGERALD, JAMISON B:\Working\DIMILLO'S ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\B-001_Historic Boring Logs.dwg - 2/20/2028

Attention:



If this scale bar does not measure 1" then drawing is not original scale.

DRAFT

<i>Designed:</i>	JEL
<i>Drawn:</i>	JSF
<i>Checked:</i>	XXX
<i>Approved:</i>	XXX
<i>P.E. No:</i>	
<i>GEI Project</i>	2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA IMPROVEMENTS

SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING	
NO	DATE	ISSUE/REVISION	APPROVED

SHEET NAME

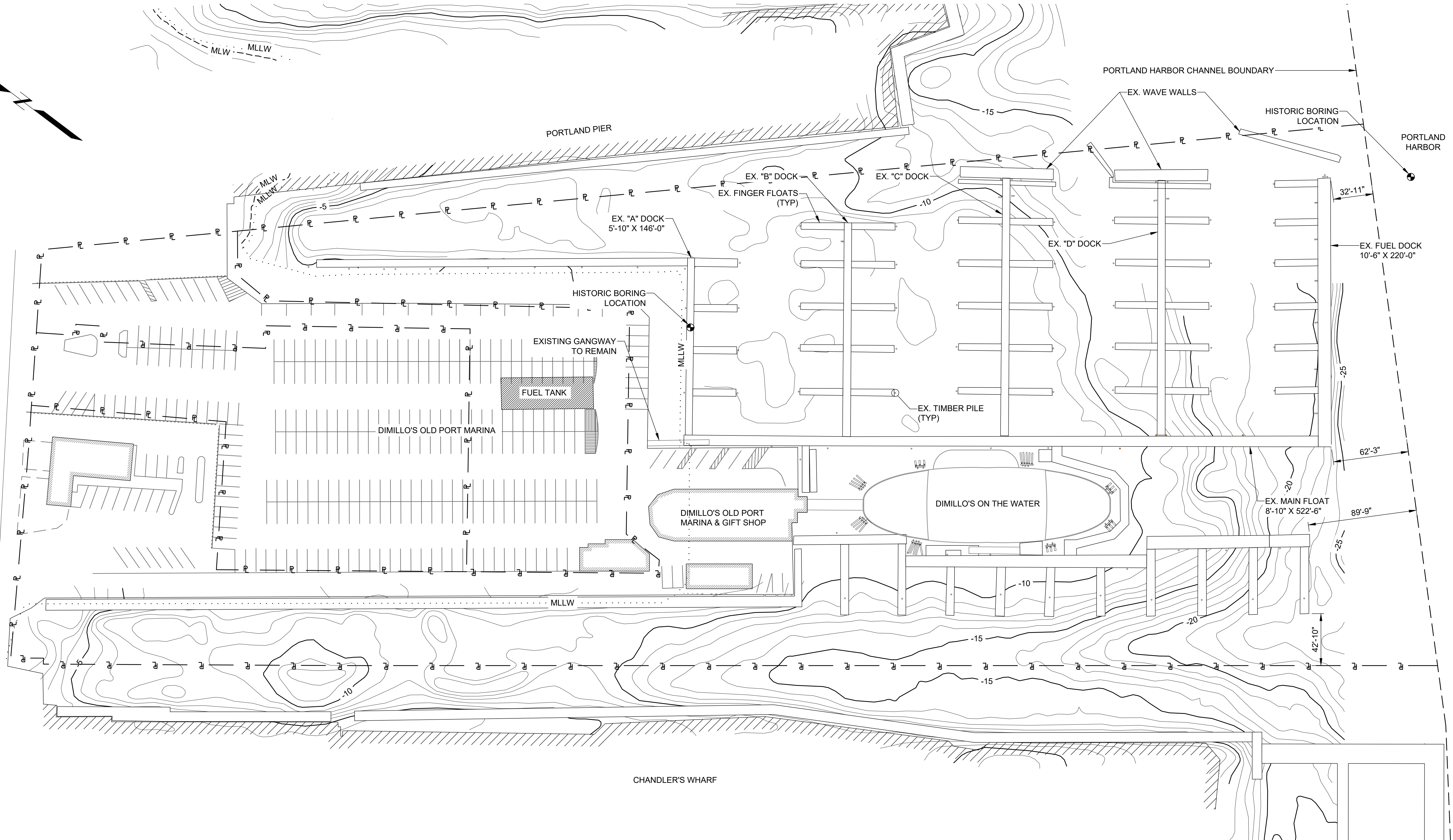
HISTORIC BORING
LOGS

SHEET NO.

B-001

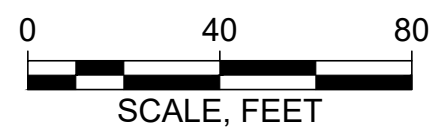
FITZGERALD, JAMISON, B:\Working\DIMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\V-101_Existing Conditions.dwg - 2/20/2026

COMMERCIAL ST.



CHANDLER'S WHARF

PRELIMINARY



Attention:
0 1"
If this scale bar
does not measure
1" then drawing is
not original scale.

DRAFT

Designed: JEL
Drawn: JSF
Checked: XXX
Approved: XXX
P.E. No:
GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA
IMPROVEMENTS

SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION		APP	

SHEET NAME
EXISTING CONDITIONS
PLAN

SHEET NO.

V-101

FITZGERALD, JAMISON, B\Working\DIMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\C-101_Demolition Plan.dwg - 2/20/2026

COMMERCIAL ST.

PORTLAND PIER

PORTLAND HARBOR CHANNEL BOUNDARY

PORTLAND HARBOR

EX. WAVE WALLS

EX. FINGER FLOATS

EX. "A" DOCK

EX. "B" DOCK

EX. "C" DOCK

EX. "D" DOCK

EX. FUEL DOCK

EXISTING GANGWAY TO REMAIN

FUEL TANK

DIMILLO'S OLD PORT MARINA

DIMILLO'S OLD PORT MARINA & GIFT SHOP

DIMILLO'S ON THE WATER

EX. MAIN FLOAT

CHANDLER'S WHARF

LEGEND

- DEMO PILES
- DEMO DOCK

0 40 80
SCALE, FEET

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

DRAFT

Designed: JEL
Drawn: JSF
Checked: XXX
Approved: XXX
P.E. No:
GEI Project 2501602



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25 Long Wharf
Portland, ME
04101

OLD PORT MARINA IMPROVEMENTS

SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION			
					APP

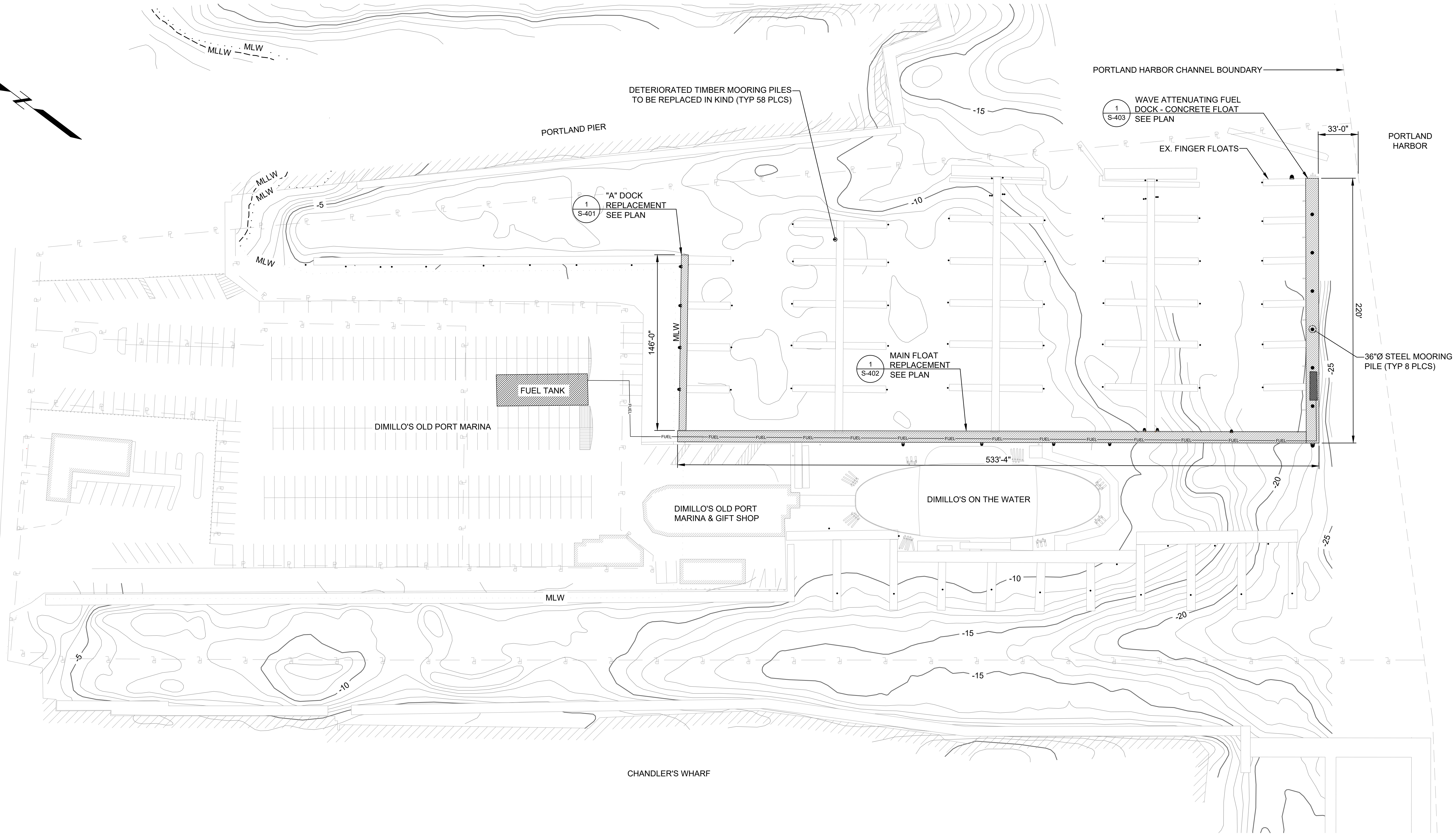
SHEET NAME
DEMOLITION PLAN

SHEET NO.
C-101

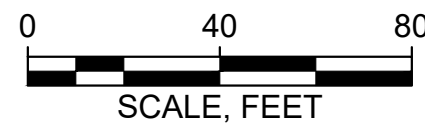
PRELIMINARY

FITZGERALD, JAMISON, B\Working\DIMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\C-102_Proposed Conditions.dwg - 2/20/2026

COMMERCIAL ST.



PRELIMINARY



Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL
		Drawn: JSF
		Checked: XXX
		Approved: XXX
		P.E. No:
		GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

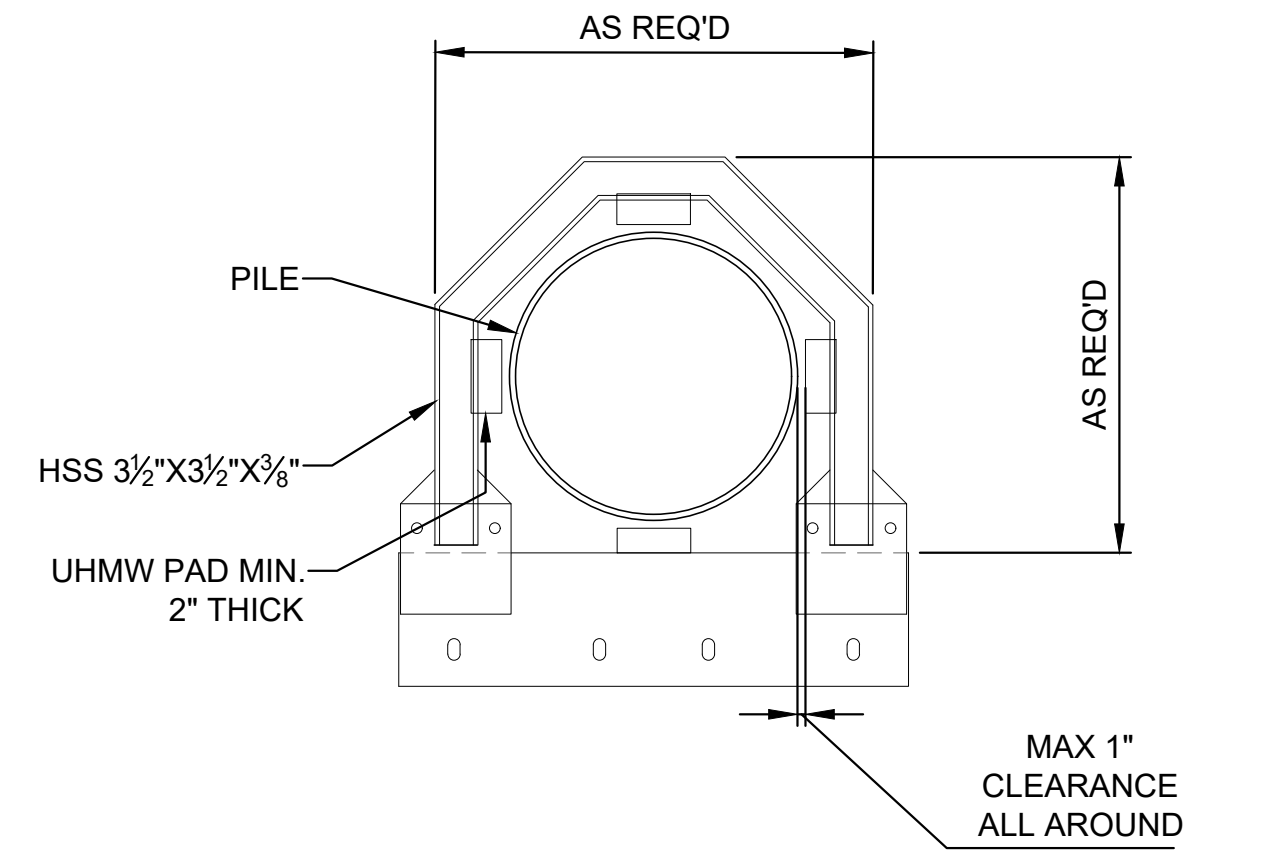
OLD PORT MARINA
IMPROVEMENTS

SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION			APP

SHEET NAME	
PROPOSED CONDITIONS PLAN	

SHEET NO.
C-102



Technical drawing of a float dock assembly. The drawing shows a side view of the dock with a vertical dimension of 1'-0" and a horizontal dimension of 27/8". A callout indicates a 1/16" gap. The assembly includes a float dock, a 3/4"x1 1/2" aluminum flat bar, a float supplier to provide fender and connection, and a 3"x3" white or grey fender.

1'-0"

27/8"

1/16"

3/4"x1 1/2" ALUMINUM FLAT BAR

FLOAT SUPPLIER TO PROVIDE FENDER AND CONNECTION

3"x3" WHITE OR GREY FENDER

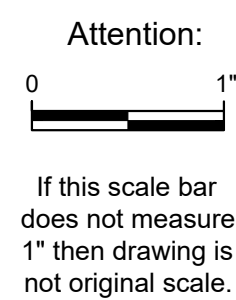
FLOAT DOCK

Figure 10.10 and Figure 10.11 show a cross-section of a bridge deck. The drawing includes a centerline and a radius of R1" for the rounded corners. The drawing is labeled "Figure 10.10" and "Figure 10.11".

SECTION

MAIN FLOAT REPLACEMENT

SCALE: 1/4"=1'-0"



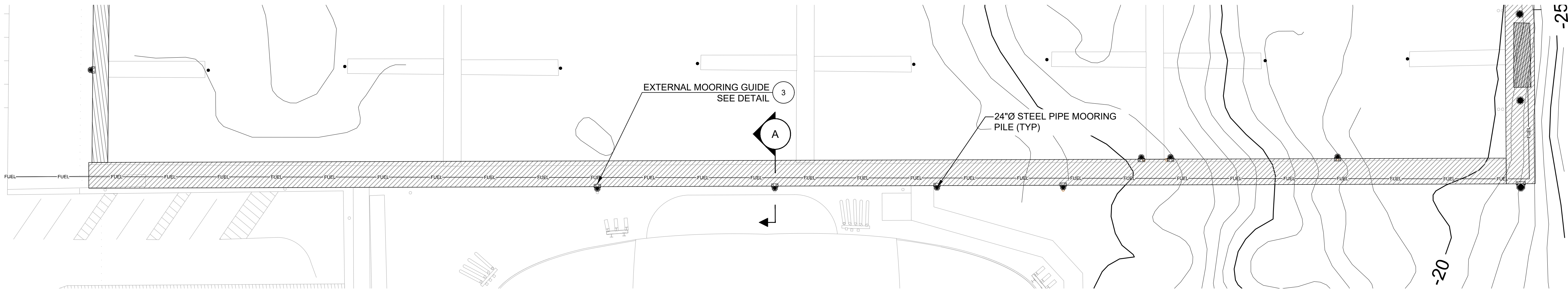
<i>Designed:</i>	JEL
<i>Drawn:</i>	JSF
<i>Checked:</i>	XXX
<i>Approved:</i>	XXX
<i>P.E. No:</i>	
<i>GEI Project</i>	2501602



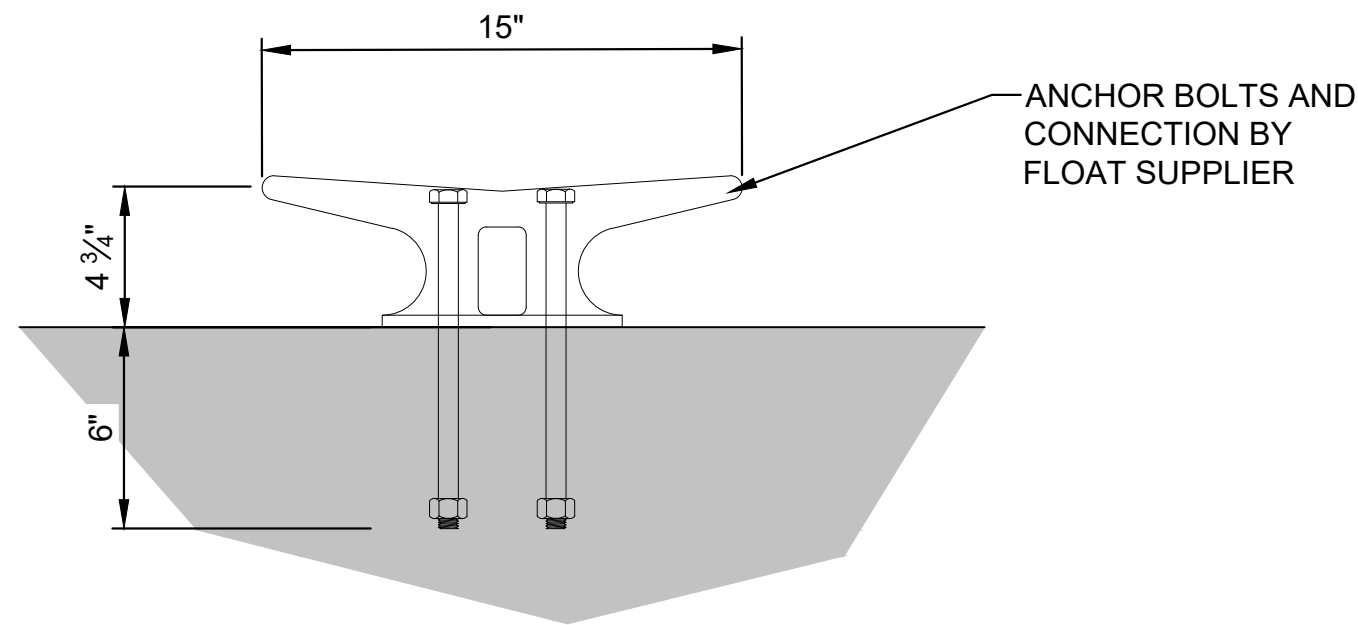
SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING	
NO	DATE	ISSUE/REVISION	APP

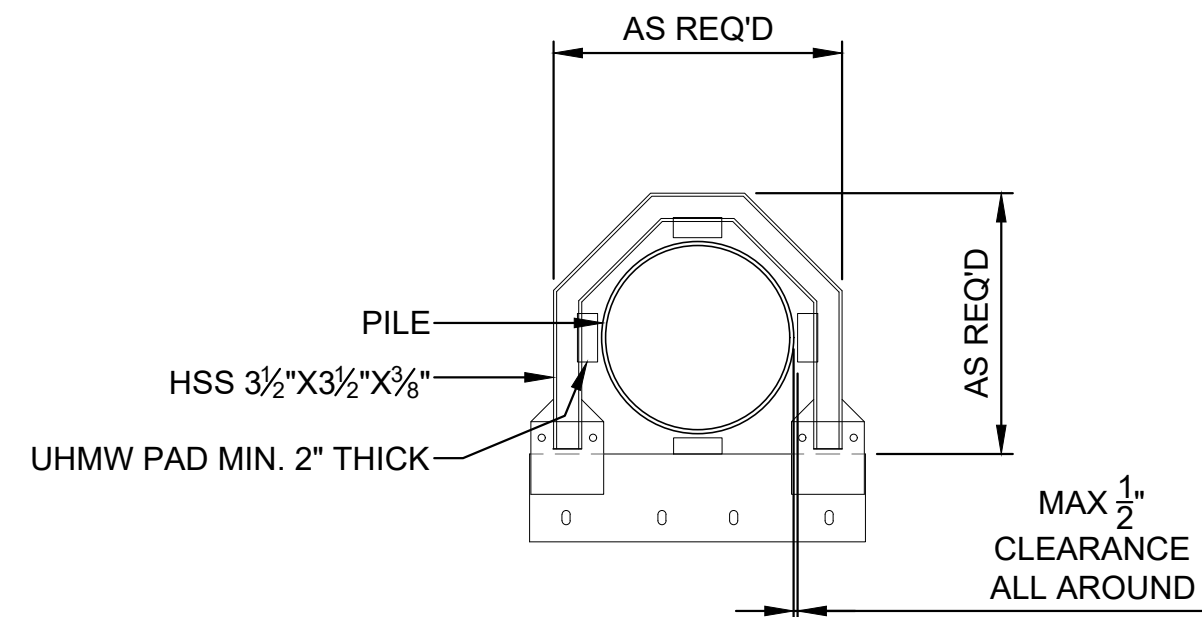
S-401



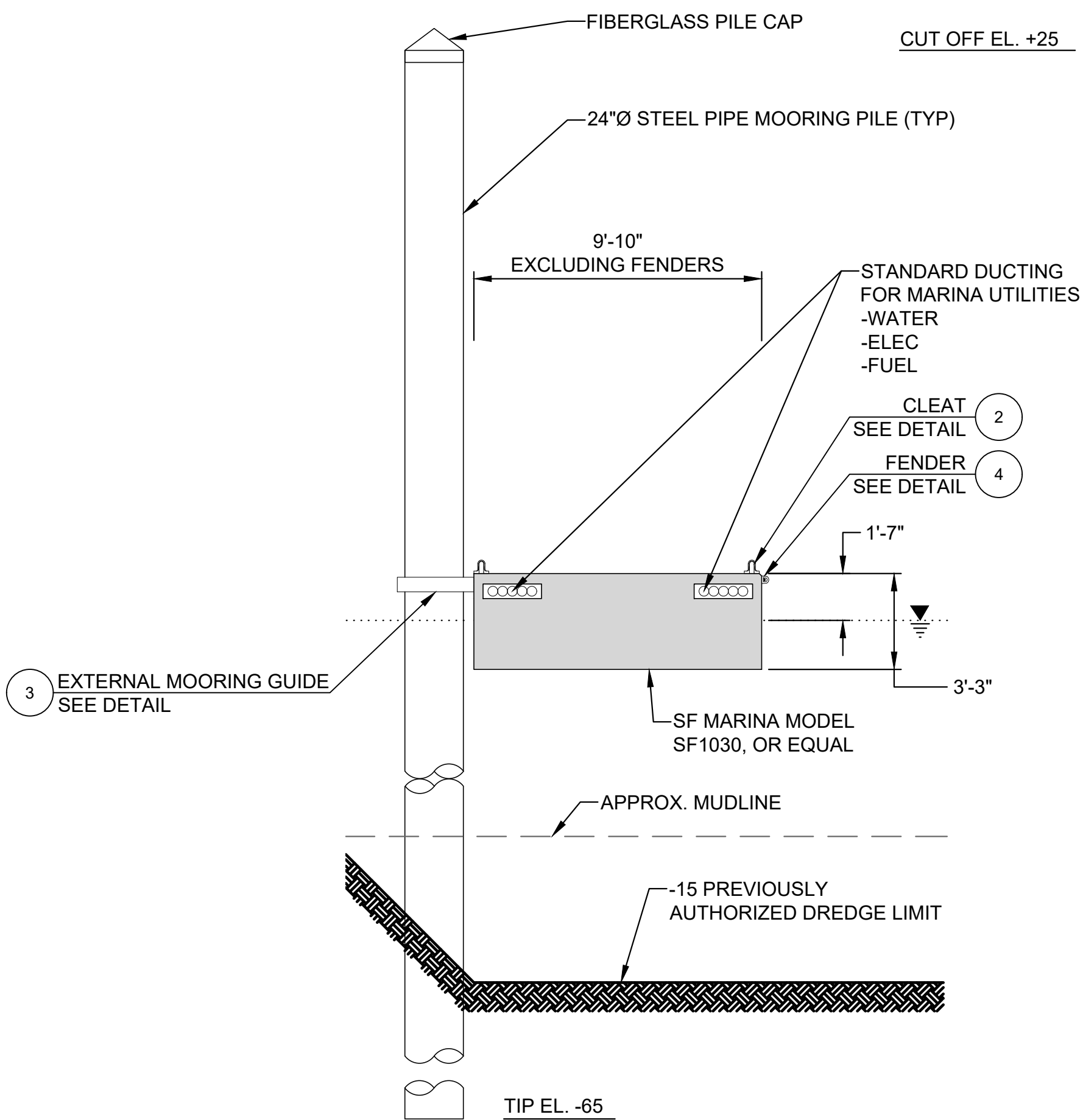
1 PLAN
C-102 MAIN FLOAT REPLACEMENT
SCALE: 1"=20'



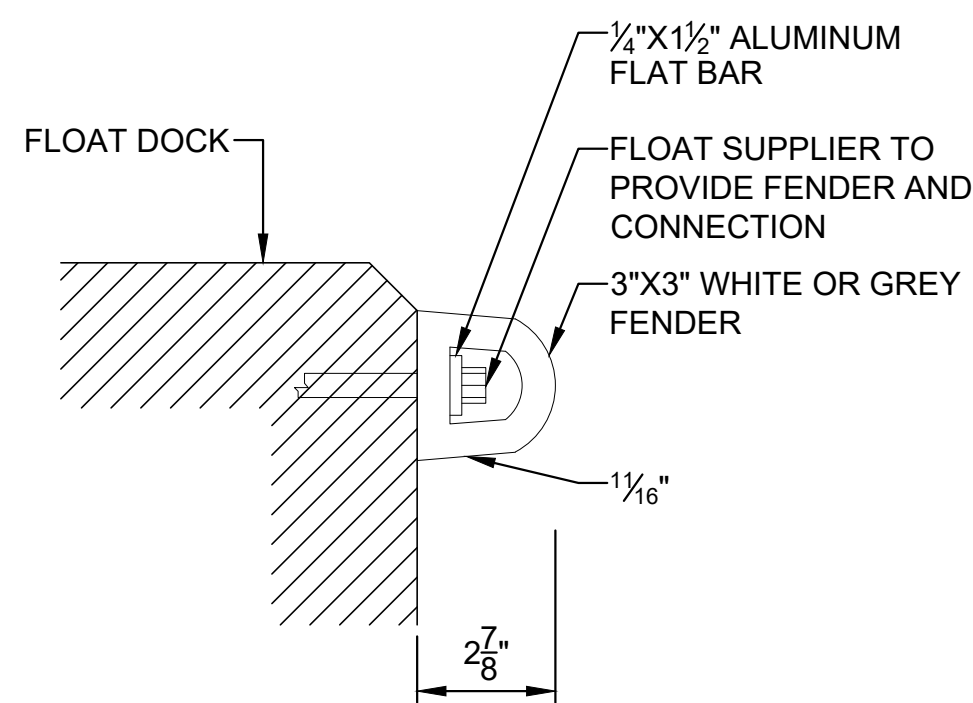
2 DETAIL
DOCK CLEAT
SCALE: 2"=1'-0"



3 DETAIL
EXTERNAL MOORING GUIDE
SCALE: 1/2"=1'-0"



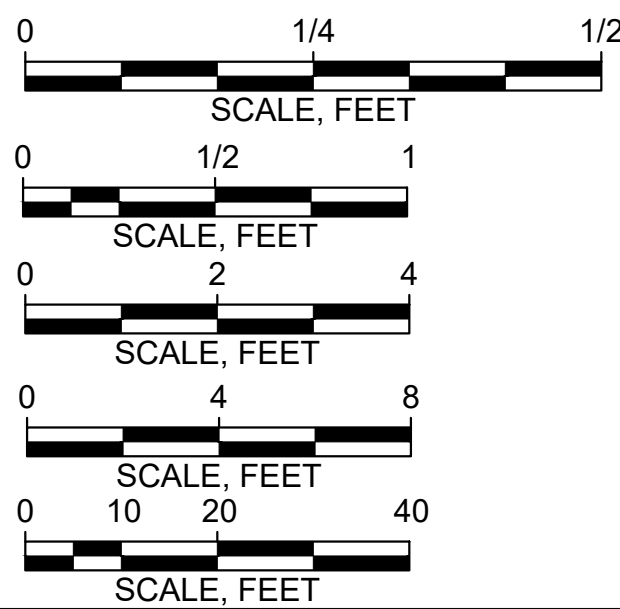
A SECTION
MAIN FLOAT
REPLACEMENT
SCALE: 1/4"=1'-0"

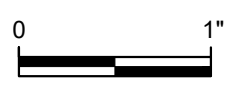


4 DETAIL
HEAVY DUTY "D" FENDER
SCALE: 3"=1'-0"

NOTES:

1. DIMENSIONS SHOWN SHALL BE MINIMUM. FLOAT MANUFACTURER SHALL PROVIDE FINAL DESIGN WITH CALCULATIONS.
2. UHMW PADS SHALL HAVE BEVELED EDGES.
3. PILE GUIDE SHALL ATTACH DIRECTLY TO THE FLOAT.
4. UHMW SHALL BE INSTALLED TO BE REPLACEABLE WITHOUT REQUIRING THE REMOVAL OF THE PILES



Attention:  If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL
		Drawn: JSF
		Checked: XXX
		Approved: XXX
		P.E. No:
		GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA
IMPROVEMENTS

SOUTH PORTLAND, ME

					SHEET NAME MAIN DOCK REPLACEMENT	SHEET NO. S-402
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING				
NO	DATE	ISSUE/REVISION	APP			

PRELIMINARY

FITZGERALD, JAMISON, B\Working\DMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\S-403_Dock.dwg - 2/20/2026

1

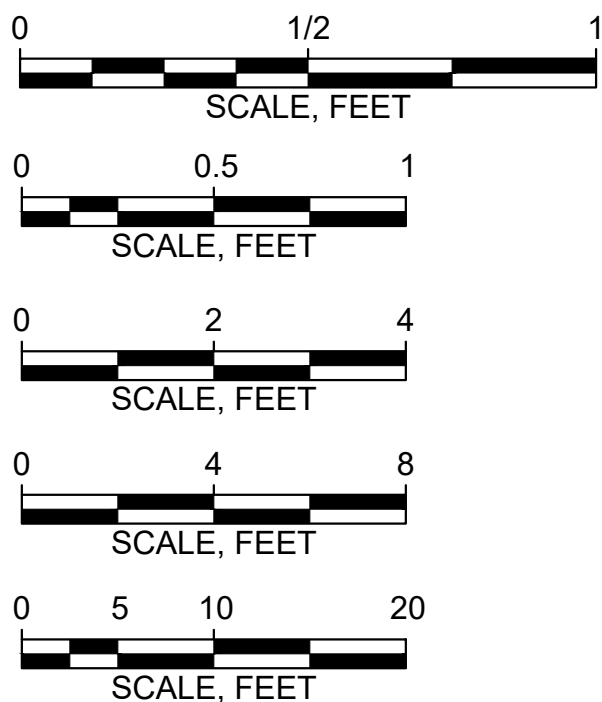
PLAN

C-102 FUEL DOCK / WAVE ATTENUATOR

SCALE: 1"=20'

NOTES:

- DIMENSIONS SHOWN SHALL BE MINIMUM. FLOAT MANUFACTURER SHALL PROVIDE FINAL DESIGN WITH CALCULATIONS.
- UMHW PADS SHALL HAVE BEVELED EDGES.
- PILE GUIDE SHALL ATTACH DIRECTLY TO THE FLOAT.
- UMHW SHALL BE INSTALLED TO BE REPLACEABLE WITHOUT REQUIRING THE REMOVAL OF THE PILES



Attention:
01" then drawing is not original scale.

DRAFT

Designed: JEL

Drawn: JSF

Checked: XXX

Approved: XXX

P.E. No:

GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA
IMPROVEMENTS

SOUTH PORTLAND, ME

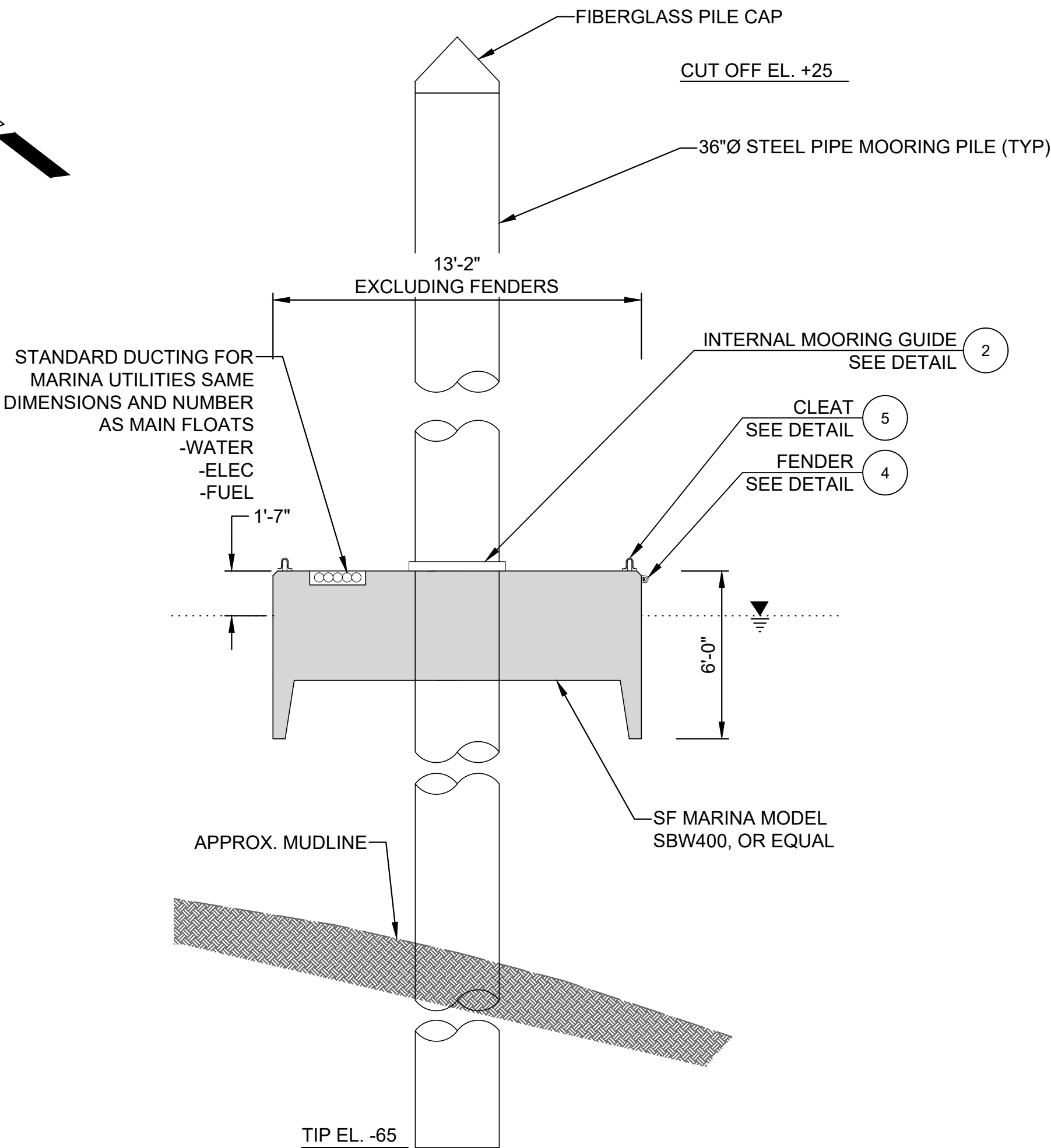
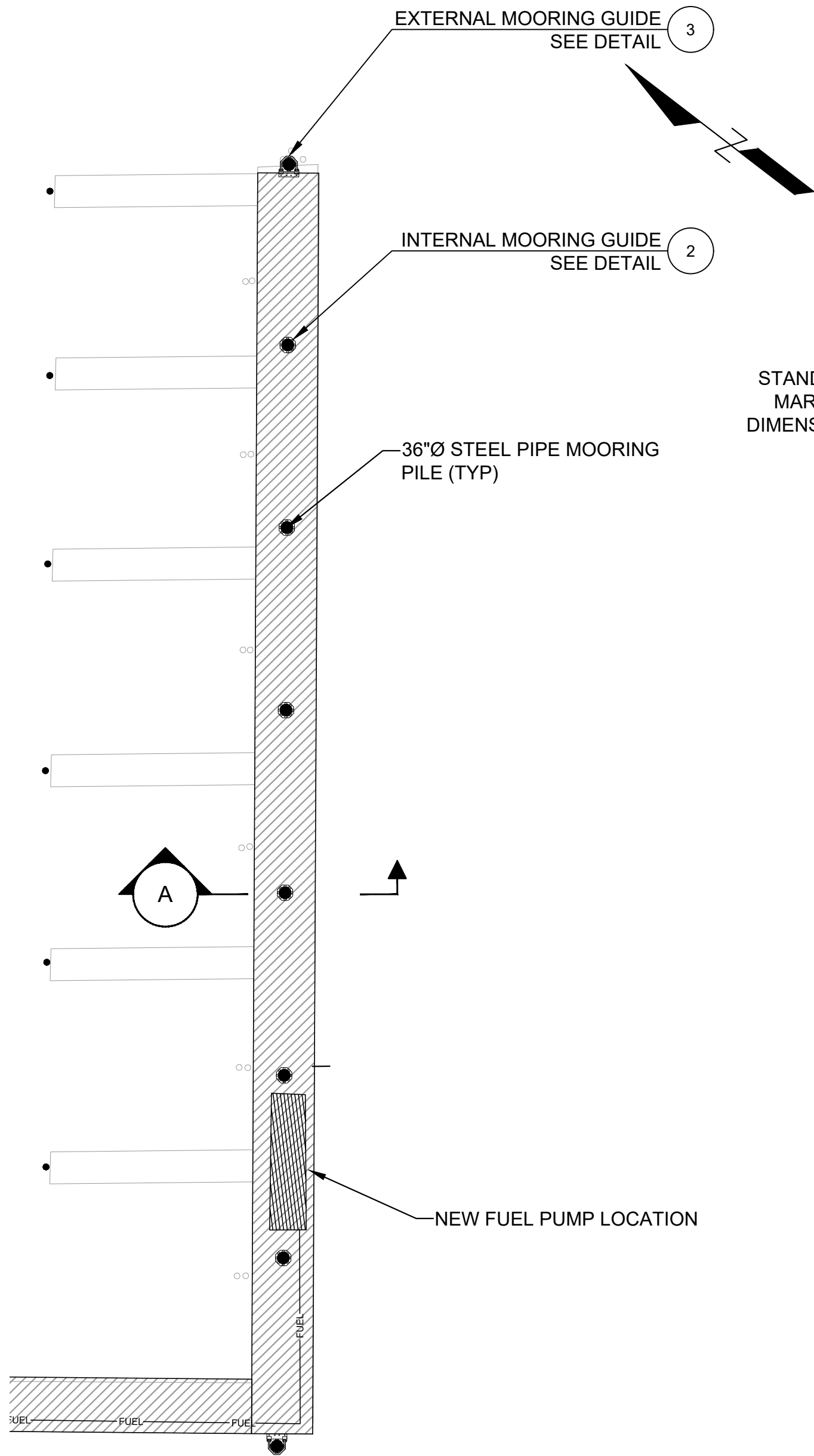
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NO	DATE	ISSUE/REVISION	APP

SHEET NAME

FUEL DOCK
REPLACEMENT

SHEET NO.

S-403

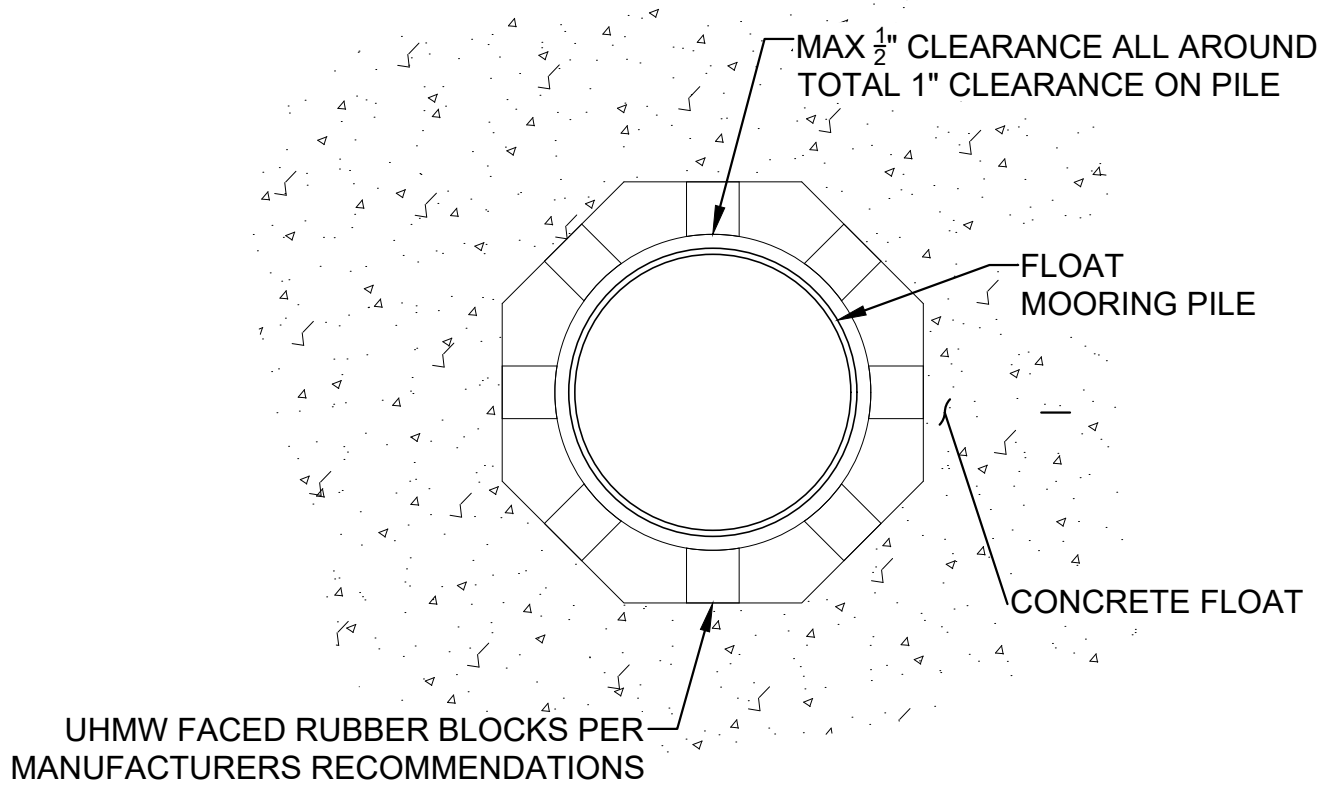


A

SECTION

FUEL DOCK / WAVE ATTENUATOR

SCALE: 1/4"=1'-0"

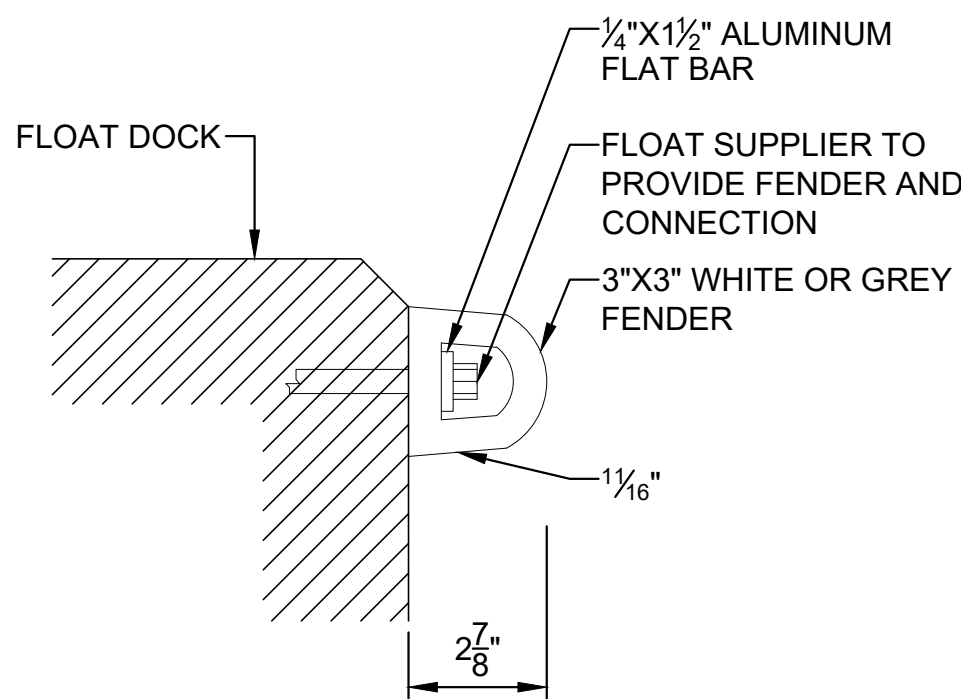


2

DETAIL

INTERNAL MOORING GUIDE

SCALE: 1/2"=1'-0"

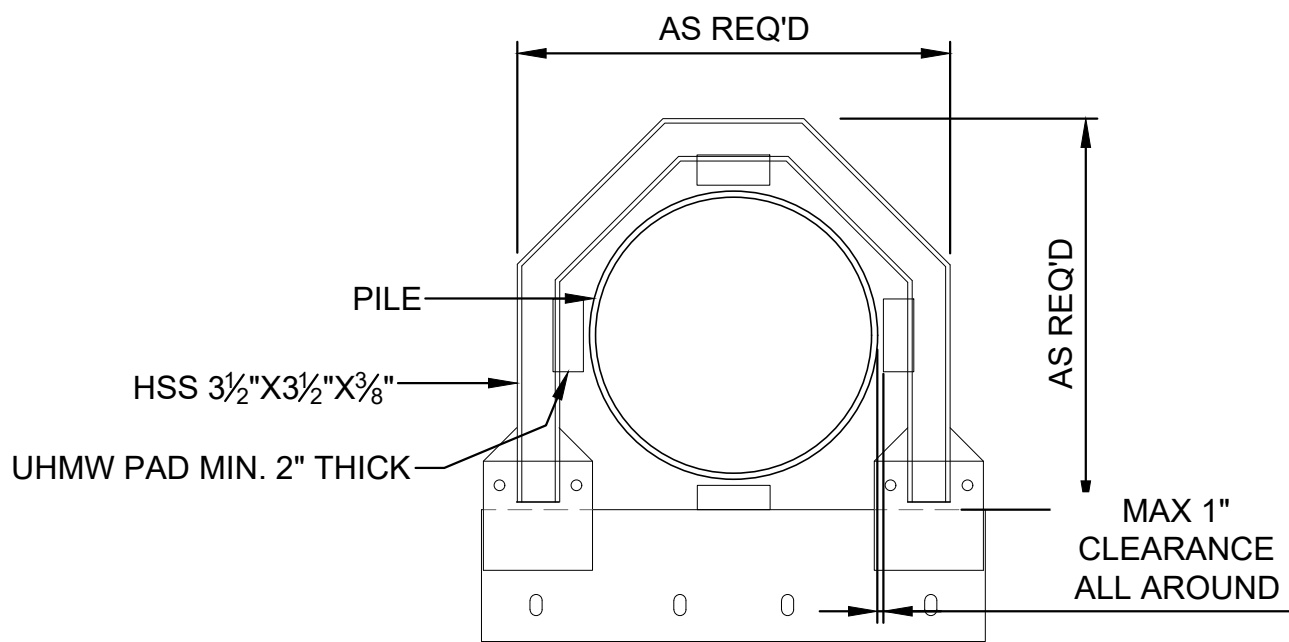


4

DETAIL

HEAVY DUTY "D" FENDER

SCALE: 3"=1'-0"

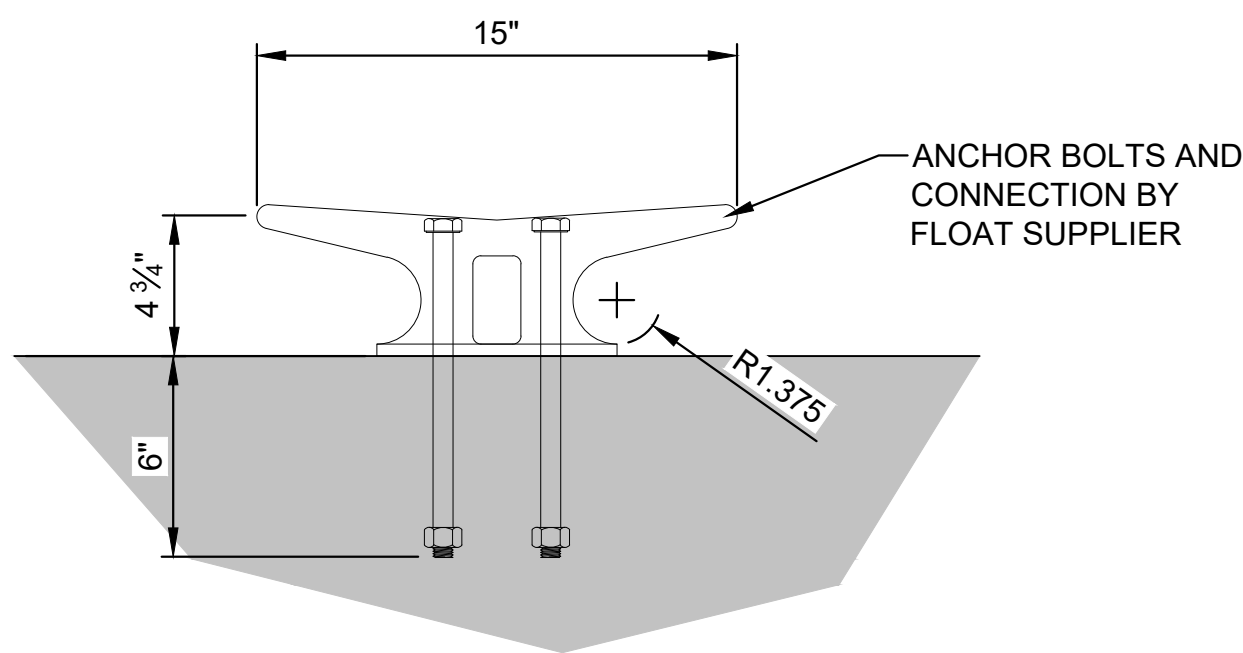


3

DETAIL

EXTERNAL MOORING GUIDE

SCALE: 1/2"=1'-0"



5

DETAIL

DOCK CLEAT

SCALE: 2"=1'-0"

PRELIMINARY

FITZGERALD, JAMISON, B:\Working\DMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\E-01 ELECTRICAL PLAN.dwg - 2/20/2026

RESERVED

PRELIMINARY

Attention: 01"0 If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL	GEI Consultants GEI CONSULTANTS, INC. 124 GROVE STREET SUITE 300 FRANKLIN, MA 02038 774.277.6001	DiMillo's On The Water 25 Long Wharf Portland, ME 04101	OLD PORT MARINA IMPROVEMENTS					SHEET NAME ELECTRICAL PLAN	SHEET NO. E-101
		Drawn: JSF									
		Checked: XXX									
		Approved: XXX									
		P.E. No:									
		GEI Project 2501602									
					SOUTH PORTLAND, ME	0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
						NO	DATE	ISSUE/REVISION	APP		

Technical Memorandum

5 Milk Street • Portland, ME 04101 • 207.797.8901

Via Email: mig@portlandmaine.gov
To: Michael Goldman, Corporation Counsel, City of Portland
From: Lisa Vickers and Jenny Lorenc, P.E., GEI Consultants, Inc.
cc: Luke DiMillo and Sean O'Malley, DiMillo's Marina
Date: July 14, 2026
Re: Request for City of Portland Statement of No Objection (SONO)
 DiMillo's Marina Improvements
 Portland, ME 04101
Project No. 2501602

The purpose of this memorandum is to provide background on the U.S. Army Corps of Engineers (USACE) Section 408 review process and explain why the City of Portland has been asked to provide a Statement of No Objection (SONO) for the proposed DiMillo's Marina Improvements.

Project Overview

Long Wharf, LLC, owner of DiMillo's Marina, is proposing improvements to its existing marina facility located along the Portland Harbor waterfront. The proposed project includes replacement of portions of the existing floating dock system, installation of a new wave attenuation float, replacement of existing piles and pile guides, utility improvements, and other associated marina infrastructure improvements. The project is intended to improve the long-term resiliency, safety, and functionality of the marina while continuing to support recreational boating and waterfront access. The project is partially funded through a Boating Infrastructure Grant issued by US Fish and Wildlife Service (USFWS) and administered by the Maine Department of Transportation (Maine DOT).

In addition to local and state approvals, the project requires federal authorization from the U.S. Army Corps of Engineers (USACE) under Sections 10 and 404 of the Rivers and Harbors Act and Clean Water Act, as well as review under Section 408 of the Rivers and Harbors Act.

USACE Section 408 Review

The purpose of the Section 408 review is to evaluate whether the proposed marina improvements would impair the usefulness of the federal navigation project, interfere with future federal maintenance activities such as dredging, or otherwise be injurious to the public interest.

Although the proposed marina improvements are not located within the federally authorized Portland Harbor Federal Navigation Project (FNP), portions of the work occur within the review setback established by the USACE for that project. In this case, the review setback is 105 feet and is shown on the project plans included in Appendix A.

Statement of No Objection

The Portland Harbor FNP has three Non-Federal Sponsors: the City of Portland, the City of South Portland, and the State of Maine. As part of the Section 408 review process, the USACE requires each Non-Federal Sponsor to provide a SONO before a final Section 408 decision can be issued.

The requested SONO is an administrative requirement of the USACE Section 408 review process and is necessary for the Corps to complete its evaluation of the proposed marina improvements. The SONO does not constitute approval of the proposed marina improvements. Rather, it documents that the City is aware of the proposed project, understands that a Section 408 review is being conducted, and does not object to the Corps proceeding with its evaluation. USACE policy requires the Corps to obtain this acknowledgement from the Non-Federal Sponsors because they have ongoing interests and responsibilities associated with the federally authorized navigation project.

Further, issuing the SONO does not waive any City permitting authority, commit the City to funding or maintaining the project, or alter the City's responsibilities as a Non-Federal Sponsor. The City will still review the project through its standard permitting process, independent of the Section 408 review.

Closing

If you have any questions, please feel free to contact me at lvickers@geiconsultants.com or at 207.466.4689.

Sincerely,

GEI CONSULTANTS, INC.



Lisa C. Vickers
Senior Coastal Professional



Jenny Lorenc, P.E.
Waterfront Project Engineer

Appendices

Appendix A Project Plans

LCV/JEL:bdp

B:\Working\DIMILLO'S ON THE WATER\2501602 Old Port Marina Improvements\50_REGULATORY\USACE\Section 408\Portland\City of Portland Council Memorandum\City of Portland Request for SONO Memo_Dimillos_2026-07-14.docx

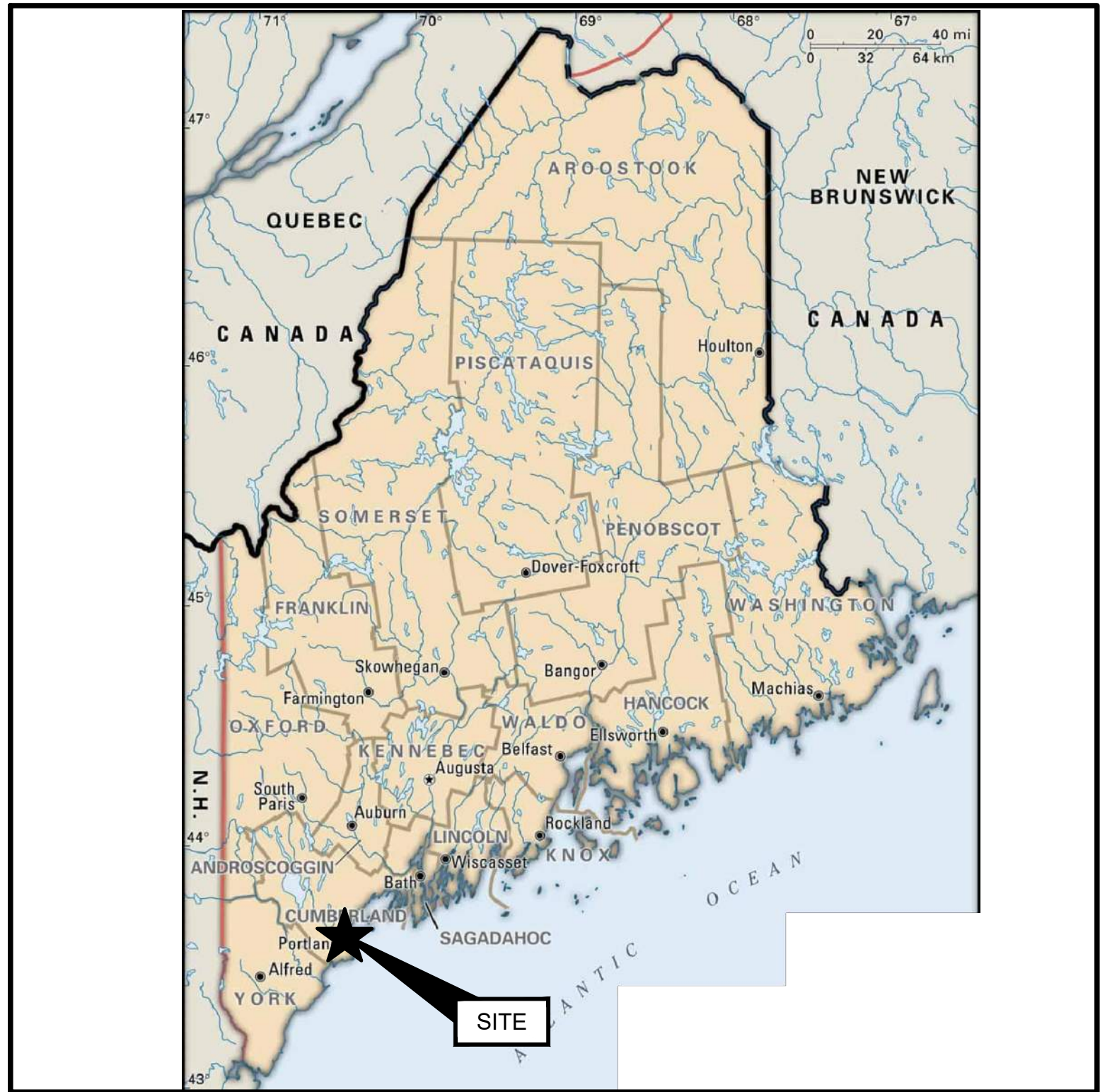
Appendix A Project Plans

The following plans are provided with this application.

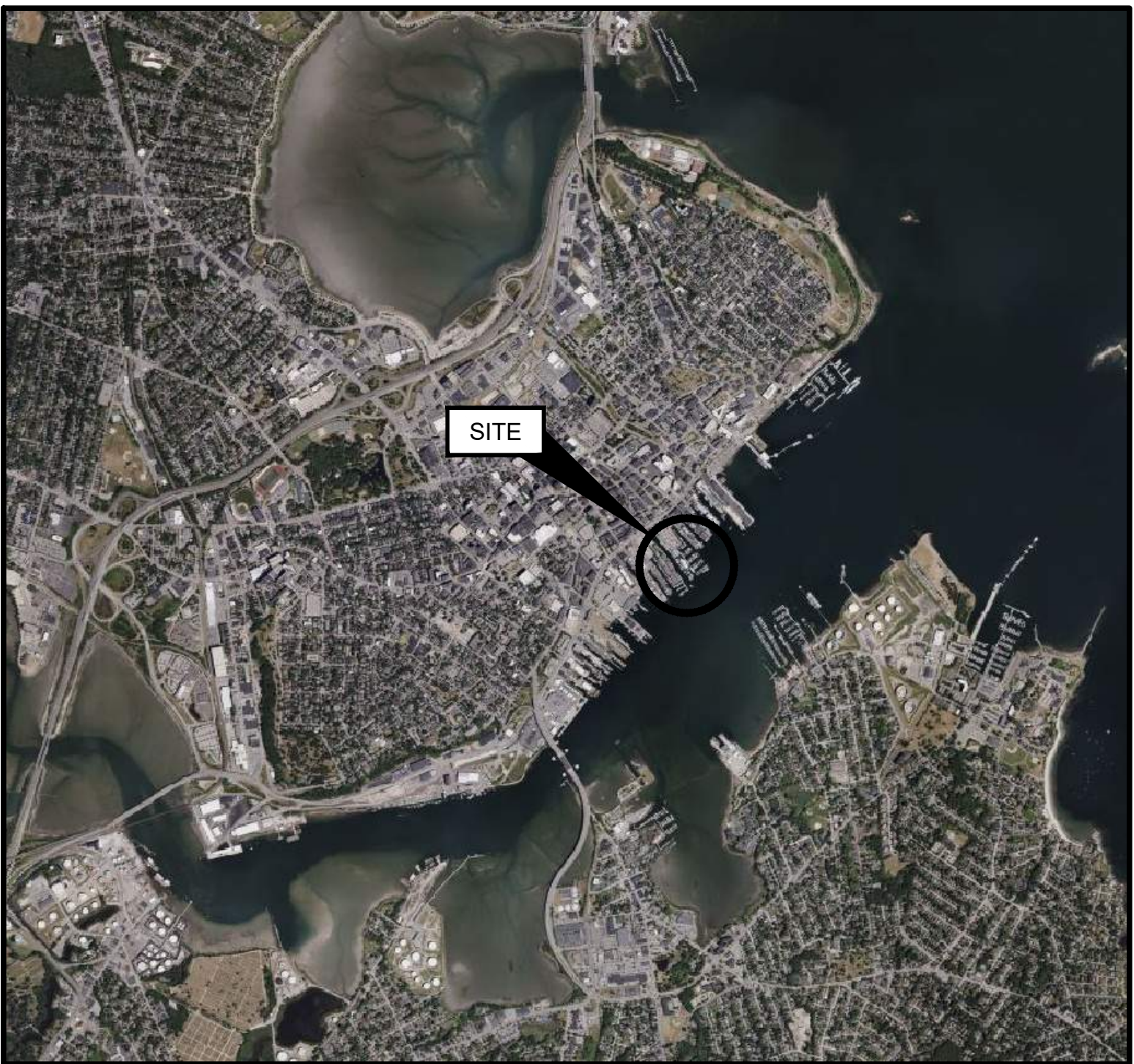
Sheet No.	Drawing No.	Title
1	G-001	Cover Sheet
2	G-002	General Notes
3	B-001	Historic Boring Logs
4	V-101	Existing Conditions Plan
5	C-101	Demolition Plan
6	C-102	Proposed Conditions Plan
7	C-103	Pile Replacement Plan
8	S-401	Dock A Replacement
9	S-402	Main Dock Replacement
10	S-403	Fuel Dock Replacement
11	E-101	Electrical Plan & Details (reserved)

OLD PORT MARINA IMPROVEMENTS

PORTLAND, ME



STATE MAP
(NOT TO SCALE)



SITE LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	G-001	COVER SHEET
2	G-002	GENERAL NOTES
3	B-001	HISTORIC BORING LOGS
4	V-101	EXISTING CONDITIONS PLAN
5	C-101	DEMOLITION PLAN
6	C-102	PROPOSED CONDITIONS PLAN
7	C-103	PILE REPLACEMENT PLAN
8	S-401	DOCK A REPLACEMENT
9	S-402	MAIN DOCK REPLACEMENT
10	S-403	FUEL DOCK REPLACEMENT
11	E-101	ELECTRICAL PLAN & DETAILS

PREPARED FOR:

DIMILLO'S ON THE WATER
ONE LONG WHARF
PORTLAND, ME
207-773-7632

PREPARED BY:

GEI CONSULTANTS, INC.
124 GROVE STREET
FRANKLIN, MA 02038
(774)277-6001



PRELIMINARY

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF GEI CONSULTANTS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF GEI CONSULTANTS.

GEI PROJECT NO. 2501602

				DRAFT	SHEET NO. G-001
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
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CODES:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 AMERICAN WELDING SOCIETY (AWS)
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
 AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
 AMERICAN CONCRETE INSTITUTE (ACI)
 CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
 MASSACHUSETTS STATE BUILDING CODE
 THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF PUBLIC WORKS "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES" (1988 EDITION, 15 JUNE 2012 SUPPLEMENTAL SPECIFICATIONS) (MHD), & 14 JUNE 2013 INTERIM SUPPLEMENTAL SPECIFICATIONS (MHD)

MARINA FLOAT AND MOORING DESIGN CRITERIA

- VERTICAL LOADING
 - NOMINAL FREEBOARD UNDER ALL DEAD LOADS INCLUDING GANGWAYS, PLATFORMS, ETC SHALL BE 20 INCHES.
 - LIVE LOADS
 - 100 PSF FOR STRUCTURAL DESIGN
 - SEE SPECIFICATION AND BELOW FOR LOAD REQUIREMENTS
- WIND LOADS
 - SERVICE CONDITIONS: 65 MPH
 - EXTREME CONDITIONS: 110 MPH
- EXTREME WAVE LOADING
 - DESIGN WAVE HEIGHT = 5.85 FT
 - PEAK WAVE PERIOD = 3.4 S
- SERVICE WAVE LOADING
 - DESIGN WAVE HEIGHT = 4.01 FT
 - PEAK WAVE PERIOD = 2.9 S
- ALL SERVICE LOADS ARE APPLIED WITH VESSELS IN PLACE. EXTREME LOADS ASSUME VESSELS HAVE BEEN EVACUATED AND ARE APPLIED TO FLOATS ONLY.

OSHA REQUIREMENTS:

PURSUANT TO 26 M.R.S.A. §565, THE CONTRACTOR SHALL ADHERE TO THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS AS PROMULGATED BY THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AT 29-CFR PART 1926 MOST RECENTLY AMENDED.

SURVEY CONTROL AND BASELINES:

- THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN PROJECT BASELINES AND CONTROL AS REQUIRED TO ENSURE ACCURATE LOCATION OF ALL ELEMENTS OF THE PROJECT.

SITE ACCESS AND STAGING AREAS:

- NO MATERIALS OR EQUIPMENT SHALL BE STORED OUTSIDE LIMITS SHOWN UNLESS APPROVED BY ENGINEER.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE SECURITY. CONTRACTOR SHALL PROVIDE PROVIDE CHAIN LINK FENCING AROUND PERIMETER OF WORK AREA AND STAGING AREA TO PREVENT PUBLIC ACCESS AND PROVIDE PUBLIC SAFETY. THE FENCE SHALL BE A MINIMUM OF 6' HIGH AND CONSTRUCTED OF GALVANIZED STEEL CHAIN LINK WITH POSTS AT 8' ON CENTER. FENCE SHALL BE SUPPORTED BY CONCRETE BLOCKS TO RECEIVE POSTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL AND STATE REGULATIONS.
- AREAS OUTSIDE THE LIMITS OF THE WORK DISTURBED OR DAMAGED BY THE CONTRACTOR SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.
- ALL EXISTING PAVEMENT DAMAGED WITHIN THE PROJECT LIMITS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL STAGE AND SEQUENCE CONSTRUCTION TO ENSURE STABILITY OF EXISTING STRUCTURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES TO REMAIN.
- CONTRACTOR SHALL SUBMIT DETAILS OF ALL MATERIALS OR EQUIPMENT SHOWING COMPLIANCE WITH ABOVE LIMITS FOR APPROVAL PRIOR TO LOADING.
- CONTRACTOR SHALL NOTE HIGH VOLUME OF VEHICULAR TRAFFIC IN THESE AREAS AND SHALL NOT BLOCK OR DISRUPT FLOW WITHOUT PRIOR APPROVAL FROM THE OWNER.

SITE PREPARATION:

- CONTRACTOR SHALL INSTALL ALL SIGNAGE PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES INCLUDING OWNER PROJECT SIGNAGE, DEP FILE NUMBER AND FEDERAL AND STATE MANDATED WORK PLACE SIGNAGE.
- CONTRACTOR SHALL HAVE IN-PLACE TRASH AND SANITARY FACILITIES FOR THE WORK PLACE.
- EXISTING PAVEMENT, STRUCTURES AND AMENITIES WITHIN THE PROXIMITY OF THE WORK SHALL BE PROTECTED TO PREVENT ACCIDENTAL DAMAGE BY CONSTRUCTION ACTIVITIES.
- DISCOVERY OF INCONSISTENT SITE INFORMATION OR CONDITIONS ARE TO BE IMMEDIATELY CONVEYED TO THE OWNER AND ENGINEER PRIOR TO COMMENCING OR CONTINUING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY DIG-SAFE PRIOR TO COMMENCING ANY WORK ON SITE.
- LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF UTILITIES AS MAY BE REQUIRED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES OCCURRING AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PROTECT UTILITIES. ALL REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING UTILITIES AND DRAINAGE AT ALL TIMES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE AND RESTORE TO THE PRE-EXISTING CONDITION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL SUPPLY ALL NECESSARY TEMPORARY UTILITIES FOR CONSTRUCTION INCLUDING WATER, POWER, LIGHTING, DATA AND TELEPHONE.

ENVIRONMENTAL:

- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS AND PERMIT CONDITIONS.
- CONTRACTOR SHALL PROVIDE CONTAINMENT FOR ALL WORK IN OR OVER WATER. BOTTOM WEIGHTED SILT CURTAINS SHALL BE PROVIDED TO ENCLOSE WORK LIMITS. SILT CURTAINS SHALL BE INSTALLED PRIOR TO COMMENCEMENT AND REMOVED AFTER COMPLETION OF WORK IN EACH AREA. SILT CURTAIN INSTALLATION AND PHASING SCHEDULE SHALL BE SUBMITTED BY CONTRACTOR. SILT CURTAINS SHALL BE MAINTAINED IN PROPER WORKING CONDITION DURING CONSTRUCTION.

EROSION CONTROL:

- CONTRACTOR SHALL PROVIDE SILT FENCE BARRIERS OR SIMILAR PROTECTION AROUND ALL OPEN EXCAVATIONS.
- ALL TEMPORARY WORKS INCLUDING COFFER DAMS, FLOATING SILT BOOMS AND THE LIKE SHALL BE COMPLETELY REMOVED AFTER COMPLETION OF BOAT RAMP.

DEMOLITION:

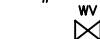
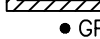
- ALL EXCESS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR & BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND TOWN REGULATIONS AND REQUIREMENTS.

CONCRETE FLOATS:

- UNLESS OTHERWISE SPECIFIED, ALL CONCRETE SHALL BE 6000PSI.
- ALL REINFORCEMENT SHALL BE NEW DEFORMED STEEL BARS, GRADE 60 CONFORMING TO ASTM A615, EPOXY-COATING CONFORMING TO ASTM A775/A775M OR HOT DIPPED GALVANIZED CONFORMING TO A-767 POST BENDING OR ASTM A-1094.
- PILE GUIDES SHALL BE DESIGNED BY THE FLOAT MANUFACTURER, FOR A MINIMUM LOAD OF 15,000 LBS.
- CLEAT, FENDER, AND OTHER FITTINGS INSTALLATION DETAILS PER THE FLOAT MANUFACTURER.

PROJECT DATUMS			
ELEVATION	MLLW	NAVD88	
BFE	17.26'	12.0'	
HAT	11.97'	6.71'	
MHHW	9.90'	4.64'	
MHW	9.47'	4.21'	
MSL	4.94'	-0.32'	
MLW	0.35'	-4.91'	
MLLW	0.0'	-5.26'	

LEGEND

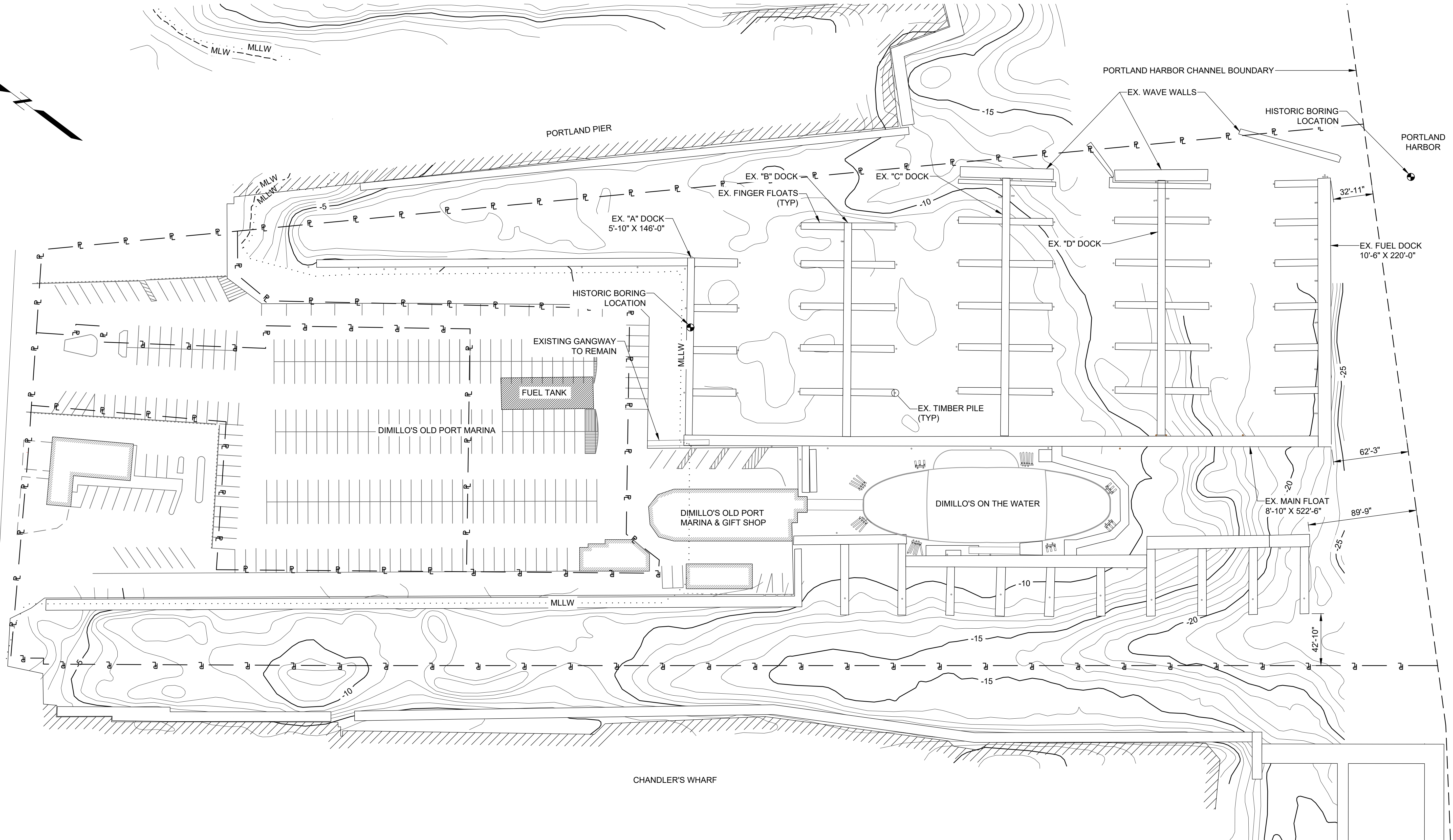
	CATCH BASIN
	DRAIN MANHOLE
	ELECTRIC MANHOLE
	SEWER MANHOLE
	TELEPHONE MANHOLE
	HYDRANT
	LIGHT POLE
	UTILITY POLE
	WATER VALVE
	LADDER
	BOLLARD
	BUILDING
	GATE POST
	METAL POST
	SIGN POST
	GAS GATE
	GAS VALVE
	DECIDUOUS TREE WITH TRUNK DIAMETER
	CONIFEROUS TREE WITH TRUNK DIAMETER
	RIM ELEVATION EQUALS
	INVERT ELEVATION EQUALS
	NO PIPES VISIBLE
	TOP OF DIRT ELEVATION EQUALS
	TOP OF WATER ELEVATION EQUALS
	BOTTOM OF CHANNEL ELEVATION EQUALS
	WOOD FENCE
	LANDSCAPED AREA
	BITUMINOUS
	CONCRETE
	ELEVATION
	CAST IN PLACE
	APPROXIMATE
	EXISTING
	SOIL BORING
	TOP OF WALL ELEVATION
	SPOT GRADE ELEVATION
	MEAN LOW WATER
	UNDERGROUND DRAIN LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND GAS LINE
	UNDERGROUND SEWER LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND WATER LINE
	OVERHEAD WIRES
	CONTROL POINT
	PROPERTY LINE
	FENCE
	GUARD RAIL
	MONITORING WELL

PRELIMINARY

Attention: 0 1" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL	GEI Consultants GEI CONSULTANTS, INC. 124 GROVE STREET SUITE 300 FRANKLIN, MA 02038 774.277.6001	DiMillo's On The Water 25 Long Wharf Portland, ME 04101	OLD PORT MARINA IMPROVEMENTS					SHEET NAME	SHEET NO.
		Drawn: JSF									
		Checked: XXX									
		Approved: XXX									
		P.E. No:									
		GEI Project 2501602									
									GENERAL NOTES	G-002	
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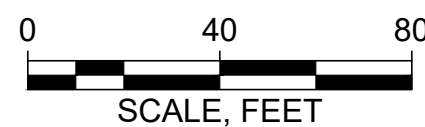
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COMMERCIAL ST.



CHANDLER'S WHARF

PRELIMINARY



Attention:
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If this scale bar
does not measure
1" then drawing is
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Drawn: JSF
Checked: XXX
Approved: XXX
P.E. No:
GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA
IMPROVEMENTS

SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION			
					APP

SHEET NAME
EXISTING CONDITIONS
PLAN

SHEET NO.

V-101

FITZGERALD, JAMISON, B\Working\DIMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CADD\Design\Sheets\C-101_Demolition Plan.dwg - 2/20/2026

COMMERCIAL ST.

PORTLAND PIER

PORTLAND HARBOR CHANNEL BOUNDARY

PORTLAND HARBOR

EX. WAVE WALLS

EX. FINGER FLOATS

EX. "A" DOCK

EX. "B" DOCK

EX. "C" DOCK

EX. "D" DOCK

EX. FUEL DOCK

EXISTING GANGWAY TO REMAIN

FUEL TANK

DIMILLO'S OLD PORT MARINA

DIMILLO'S OLD PORT MARINA & GIFT SHOP

DIMILLO'S ON THE WATER

EX. MAIN FLOAT

CHANDLER'S WHARF

LEGEND

- DEMO PILES
- DEMO DOCK

0 40 80
SCALE, FEET

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

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Designed: JEL
Drawn: JSF
Checked: XXX
Approved: XXX
P.E. No:
GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA IMPROVEMENTS

SOUTH PORTLAND, ME

0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION		APP	

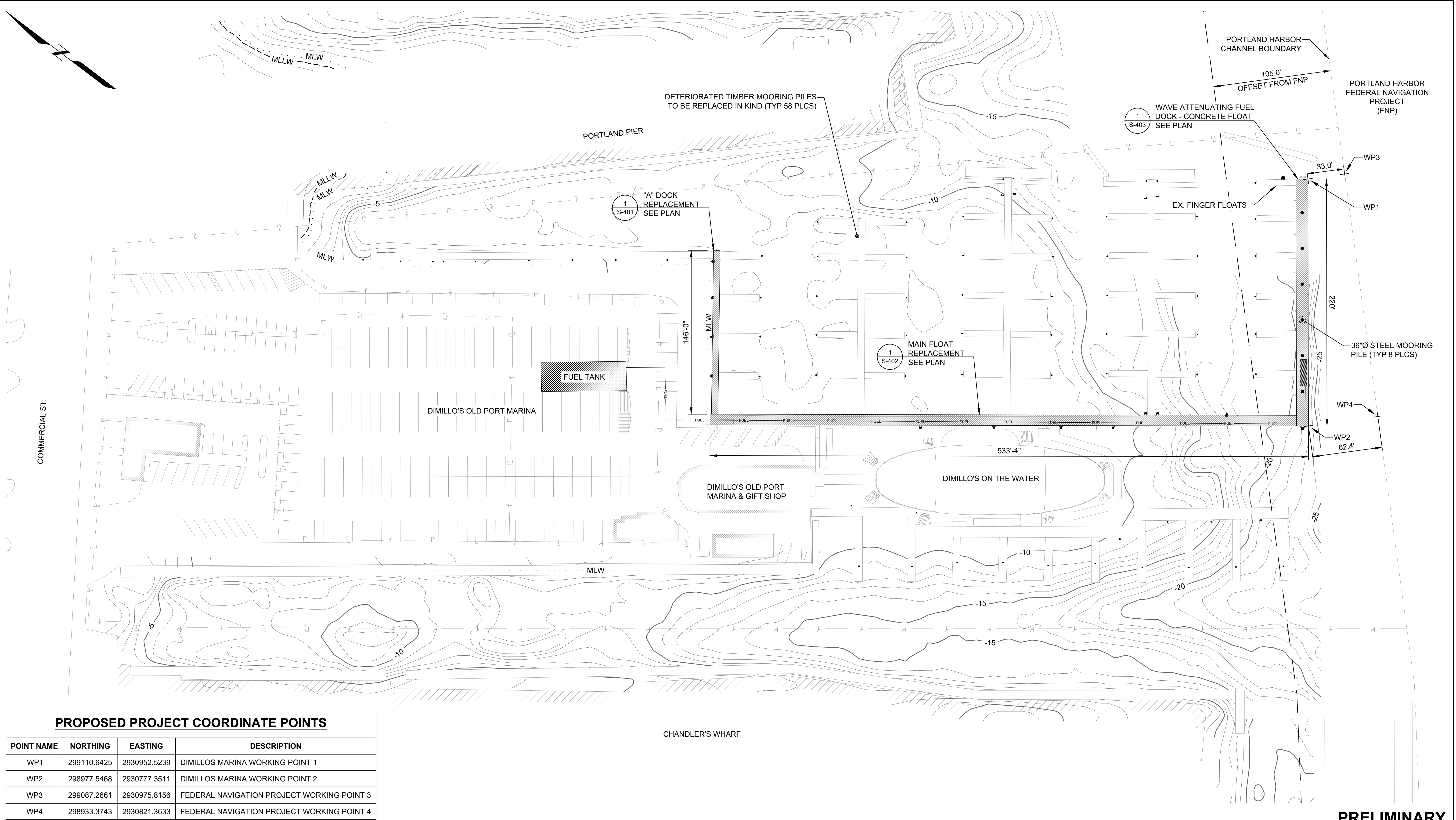
SHEET NAME
DEMOLITION PLAN

SHEET NO.

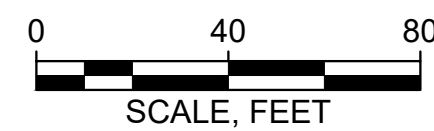
C-101

PRELIMINARY

DOYLE, JESSY_E:\Working\DIMILLO'S ON THE WATER\2501602 Old Port Marina Improvements\100_CADD\Design\Sheets\C-102_Proposed Conditions.dwg - 4/16/2026



PROPOSED PROJECT COORDINATE POINTS			
POINT NAME	NORTHING	EASTING	DESCRIPTION
WP1	299110.6425	2930952.5239	DIMILLOS MARINA WORKING POINT 1
WP2	298977.5468	2930777.3511	DIMILLOS MARINA WORKING POINT 2
WP3	299087.2661	2930975.8156	FEDERAL NAVIGATION PROJECT WORKING POINT 3
WP4	298933.3743	2930821.3633	FEDERAL NAVIGATION PROJECT WORKING POINT 4



Attention:
0 1"
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DRAFT

Designed: JEL
Drawn: JSF
Checked: XXX
Approved: XXX
P.E. No:
GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA IMPROVEMENTS

SOUTH PORTLAND, ME

1	4/16/2026	USACE SECTION 408 PERMITTING UPDATES	
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING	
NO	DATE	ISSUE/REVISION	APP

SHEET NAME

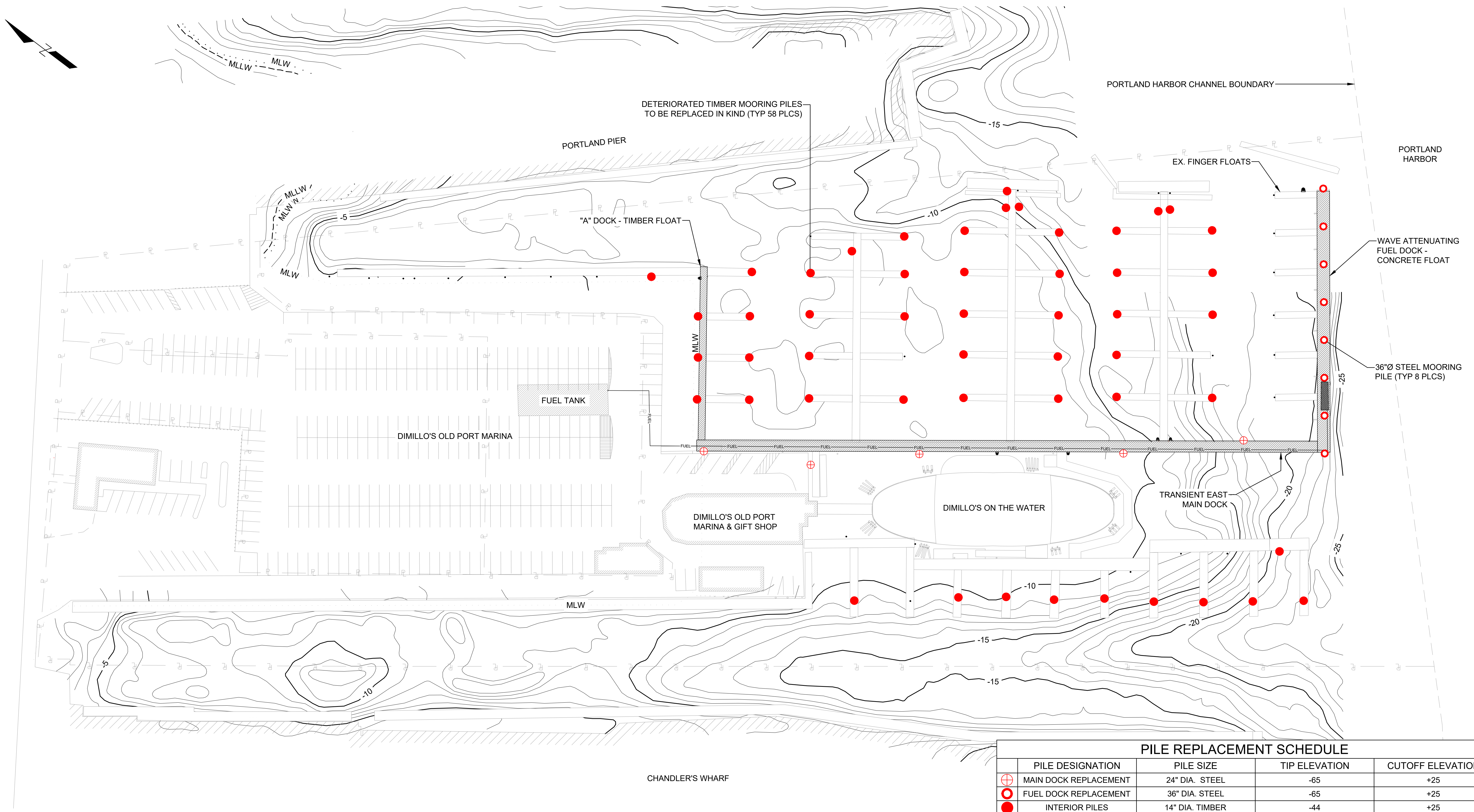
PROPOSED
CONDITIONS PLAN

SHEET NO.

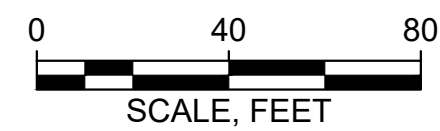
C-102

PRELIMINARY

FITZGERALD, JAMISON, B. Working on the Water 2501602 Old Port Marina Improvements 00_CAD Design Sheets C-103_Pile Replacement Plan.dwg - 2/20/2026



PILE REPLACEMENT SCHEDULE				
	PILE DESIGNATION	PILE SIZE	TIP ELEVATION	CUTOFF ELEVATION
⊕	MAIN DOCK REPLACEMENT	24" DIA. STEEL	-65	+25
⊙	FUEL DOCK REPLACEMENT	36" DIA. STEEL	-65	+25
●	INTERIOR PILES	14" DIA. TIMBER	-44	+25



Attention:
0 1"
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DRAFT

Designed: JEL
Drawn: JSF
Checked: XXX
Approved: XXX
P.E. No:
GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA
IMPROVEMENTS

SOUTH PORTLAND, ME

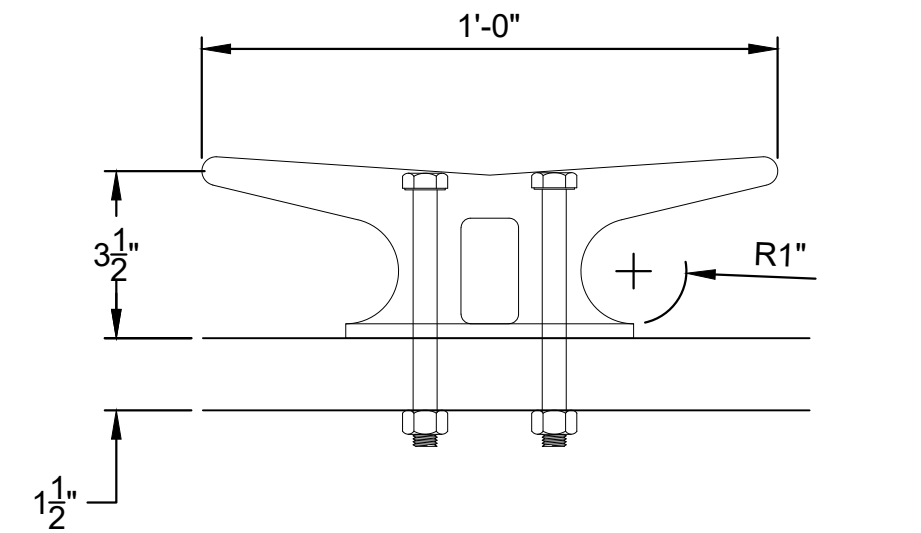
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NO	DATE	ISSUE/REVISION	APP	

SHEET NAME
PILE REPLACEMENT
PLAN

SHEET NO.

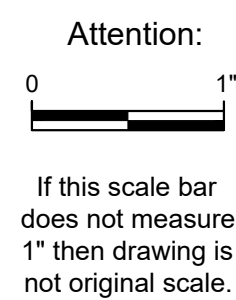
C-103

PRELIMINARY

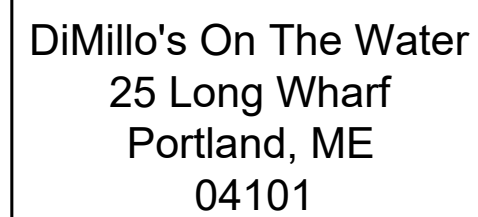


4 DETAIL DOCK CLEAT SCALE: 3"=1'-0"

1 PLAN
C-102 DOCK "A" REPLACEMENT SCALE: 1"=20'



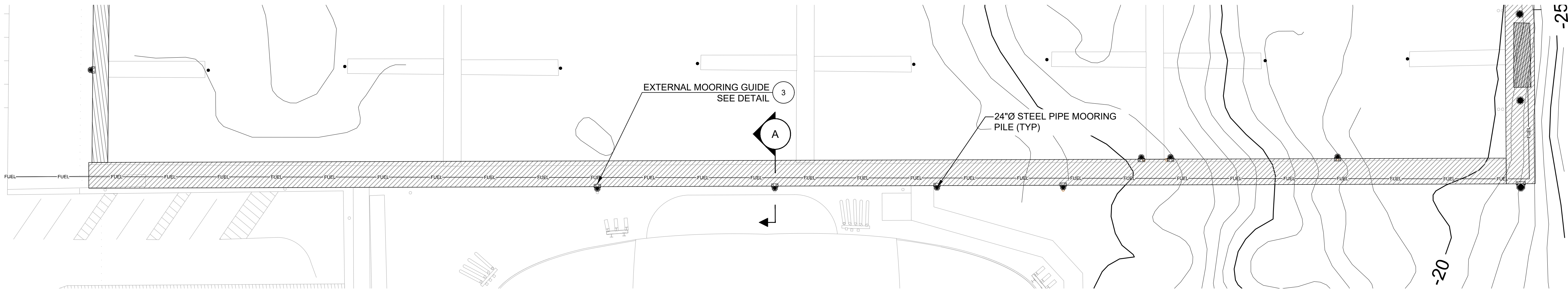
<i>Designed:</i>	JEL
<i>Drawn:</i>	JSF
<i>Checked:</i>	XXX
<i>Approved:</i>	XXX
<i>P.E. No:</i>	
<i>GEI Project</i>	2501602



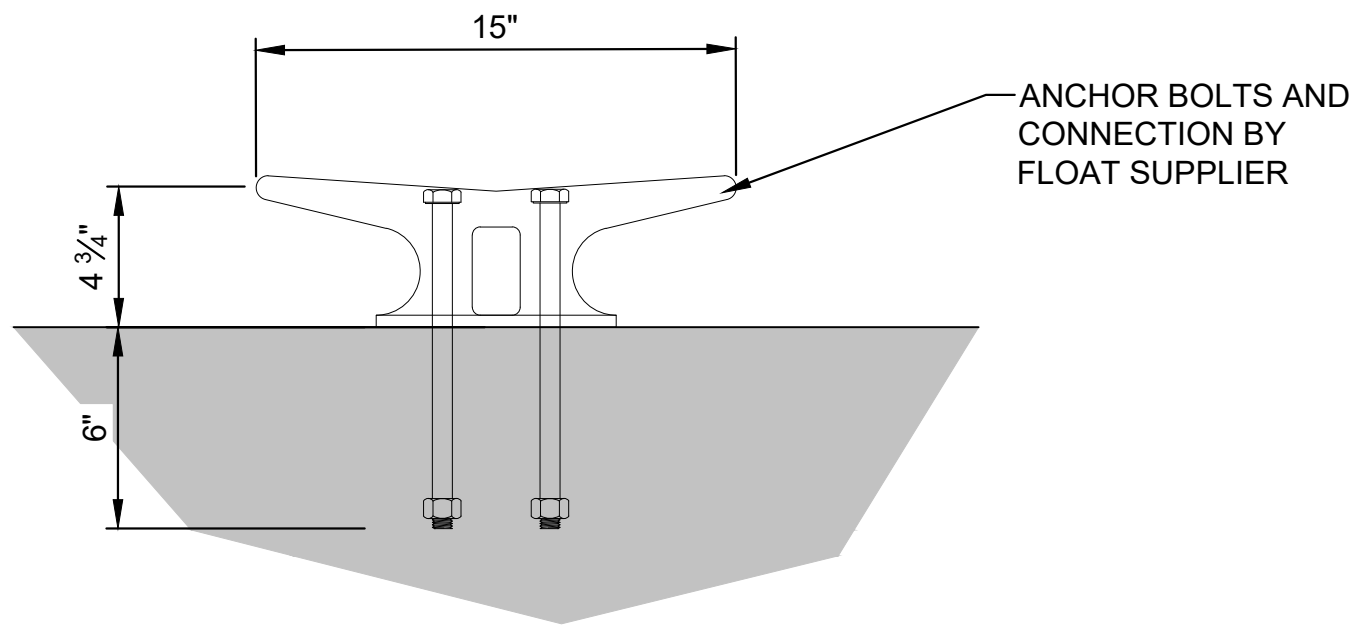
SOUTH PORTLAND, ME

				SHEET NAME DOCK A REPLACEMENT	SHEET NO. S-401
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION	APP		

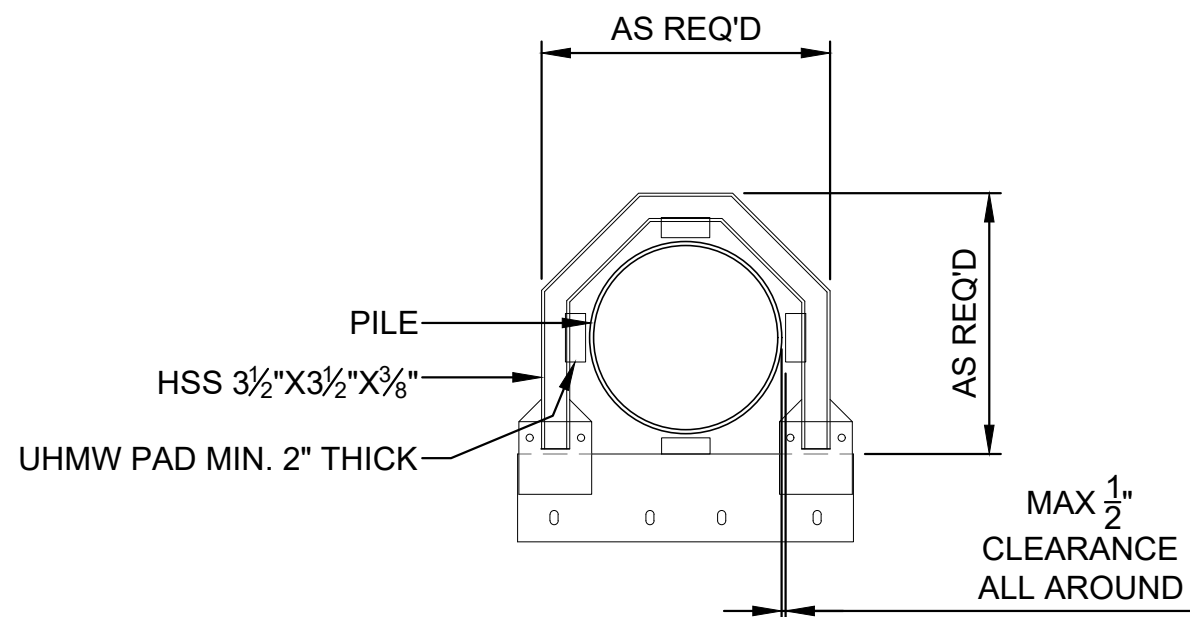
PRELIMINARY



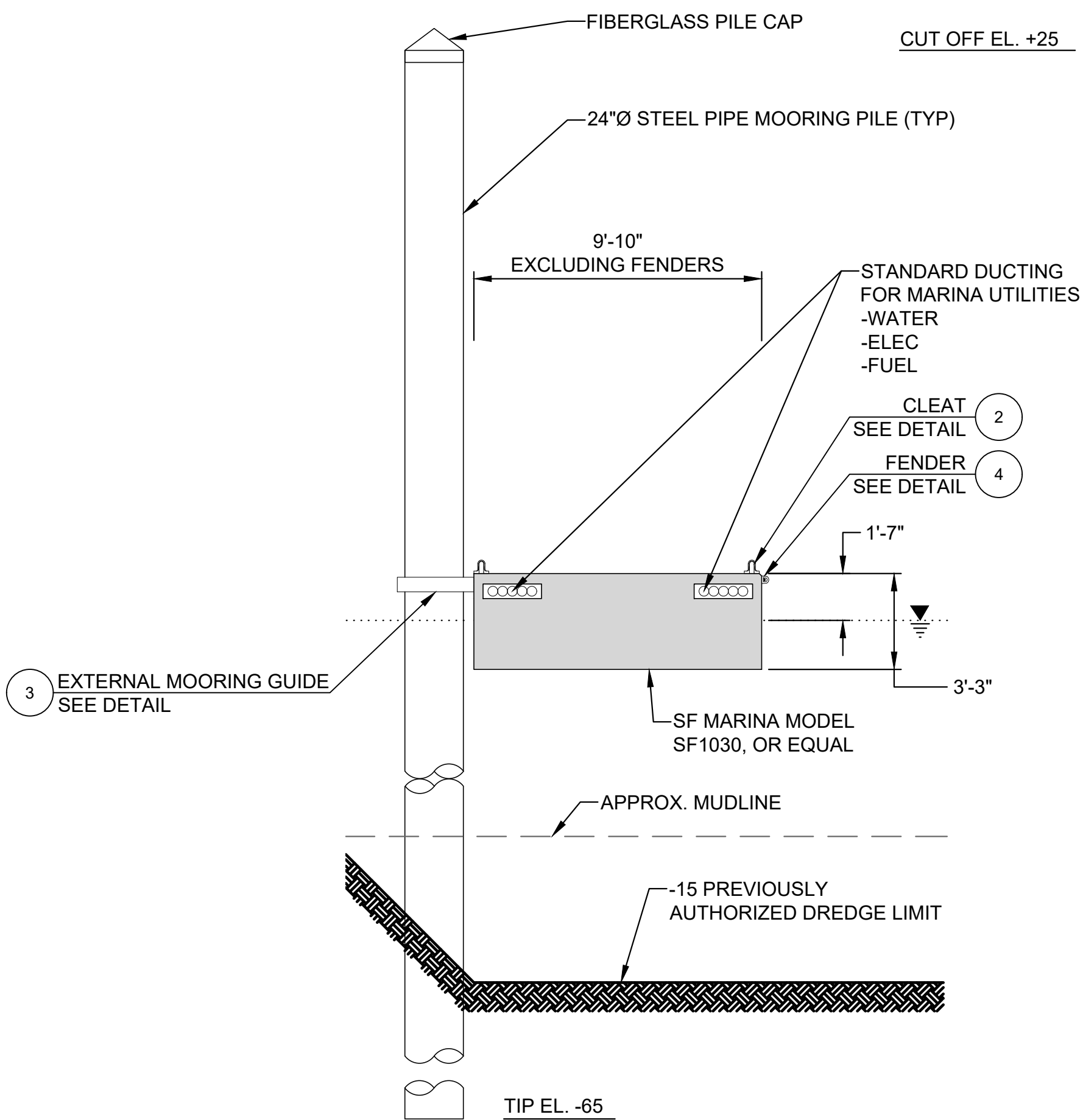
1 PLAN
C-102 MAIN FLOAT REPLACEMENT SCALE: 1"=20'



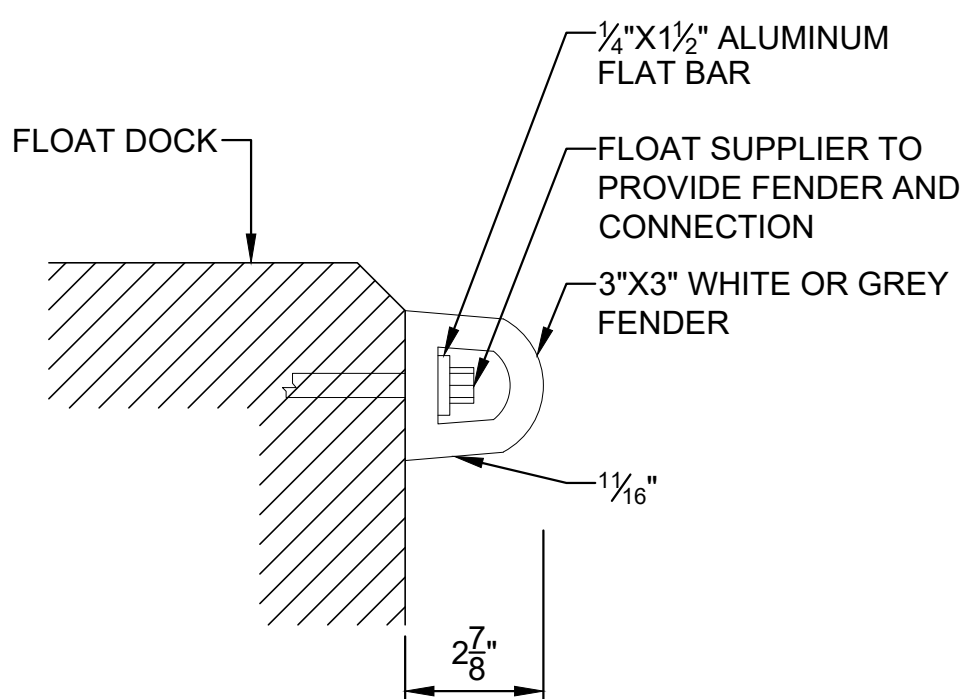
2 DETAIL
DOCK CLEAT SCALE: 2"=1'-0"



3 DETAIL
EXTERNAL MOORING GUIDE SCALE: 1/2"=1'-0"

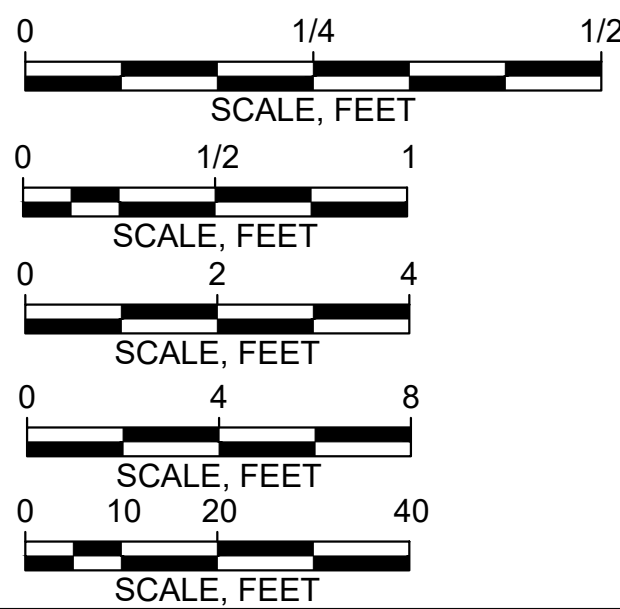


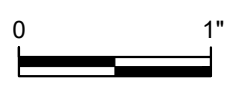
A SECTION
MAIN FLOAT REPLACEMENT SCALE: 1/4"=1'-0"



4 DETAIL
HEAVY DUTY "D" FENDER SCALE: 3"=1'-0"

- NOTES:
1. DIMENSIONS SHOWN SHALL BE MINIMUM. FLOAT MANUFACTURER SHALL PROVIDE FINAL DESIGN WITH CALCULATIONS.
 2. UHMW PADS SHALL HAVE BEVELED EDGES.
 3. PILE GUIDE SHALL ATTACH DIRECTLY TO THE FLOAT.
 4. UHMW SHALL BE INSTALLED TO BE REPLACEABLE WITHOUT REQUIRING THE REMOVAL OF THE PILES



Attention:  If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL
		Drawn: JSF
		Checked: XXX
		Approved: XXX
		P.E. No:
		GEI Project 2501602



DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

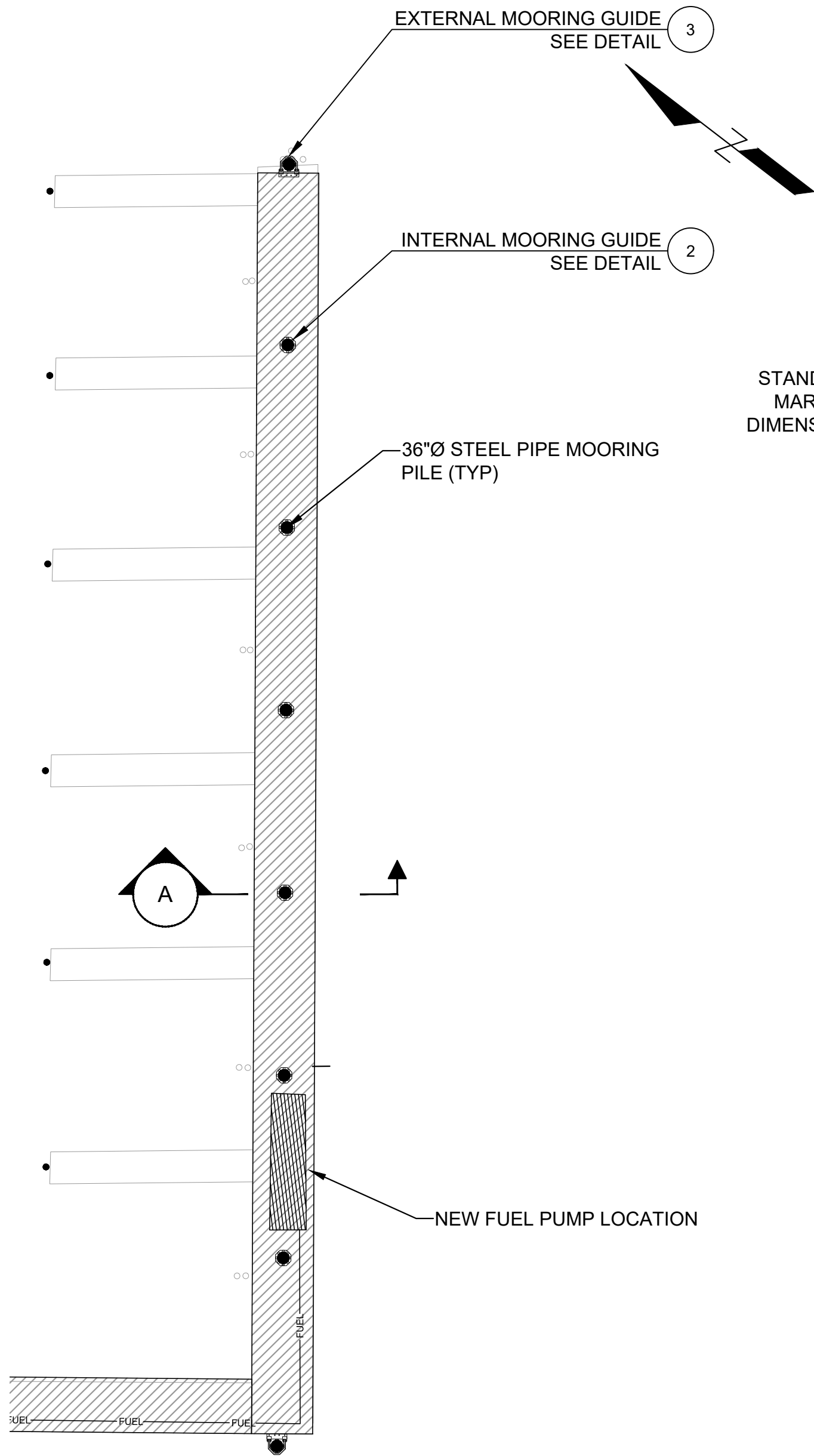
**OLD PORT MARINA
IMPROVEMENTS**

SOUTH PORTLAND, ME

				SHEET NAME		SHEET NO.	
				MAIN DOCK REPLACEMENT		S-402	
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING					
NO	DATE	ISSUE/REVISION		APP			

PRELIMINARY

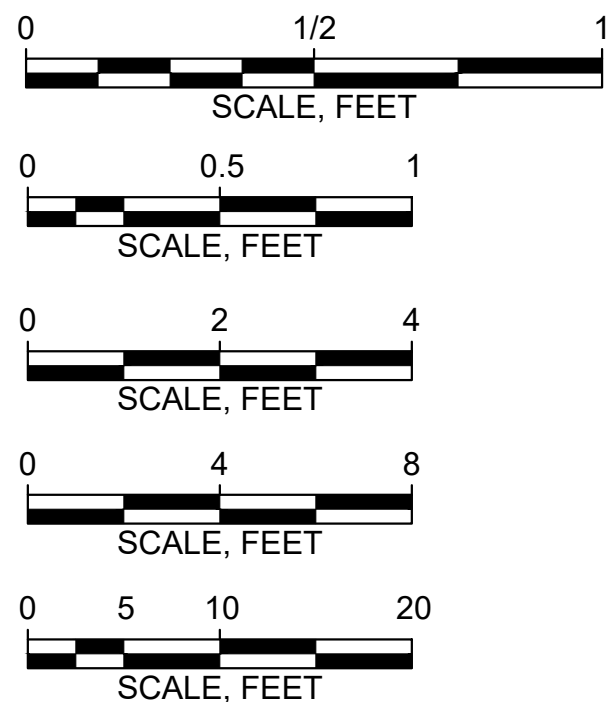
FITZGERALD, JAMISON, B\Working\DMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\S-403_Dock.dwg - 2/20/2026



1 PLAN
C-102 FUEL DOCK / WAVE ATTENUATOR SCALE: 1"=20'

NOTES:

- DIMENSIONS SHOWN SHALL BE MINIMUM. FLOAT MANUFACTURER SHALL PROVIDE FINAL DESIGN WITH CALCULATIONS.
- UMHW PADS SHALL HAVE BEVELED EDGES.
- PILE GUIDE SHALL ATTACH DIRECTLY TO THE FLOAT.
- UMHW SHALL BE INSTALLED TO BE REPLACEABLE WITHOUT REQUIRING THE REMOVAL OF THE PILES



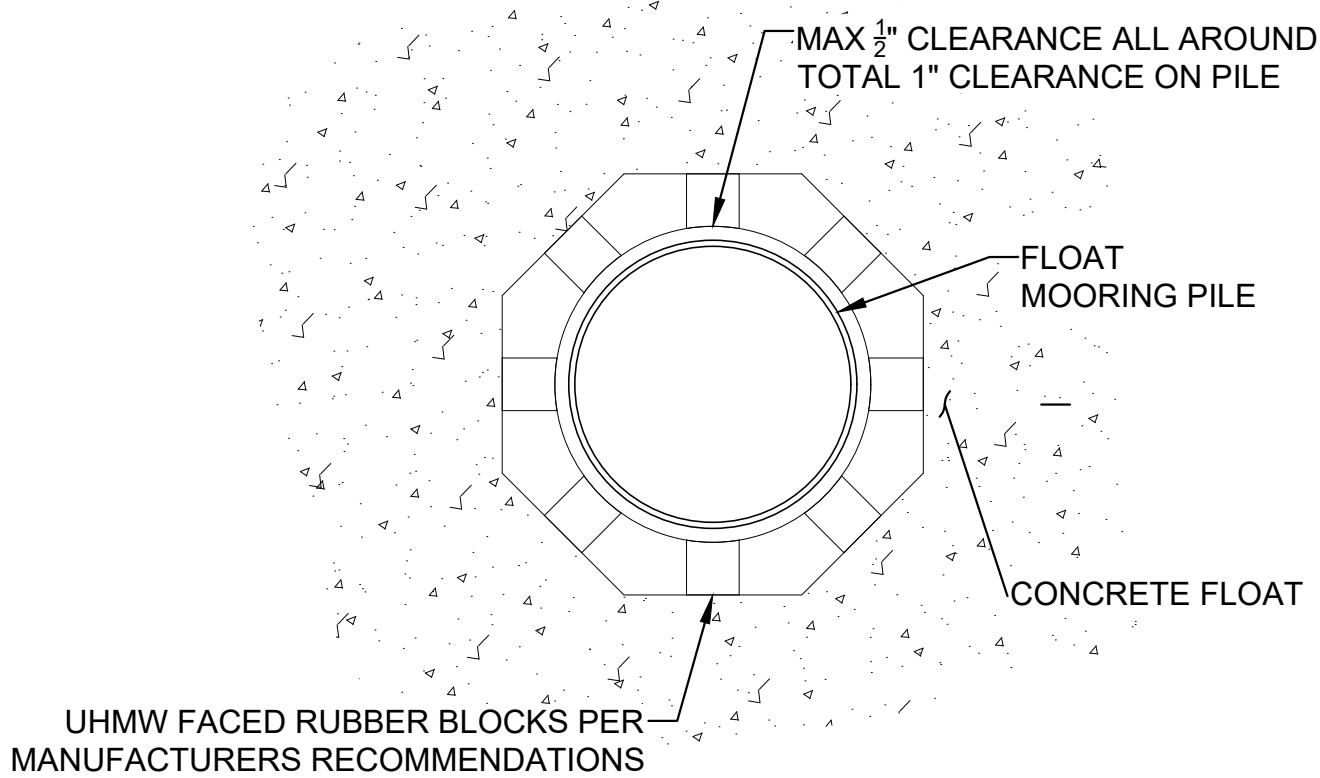
Attention:  If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL
		Drawn: JSF
		Checked: XXX
		Approved: XXX
		P.E. No:
		GEI Project 2501602



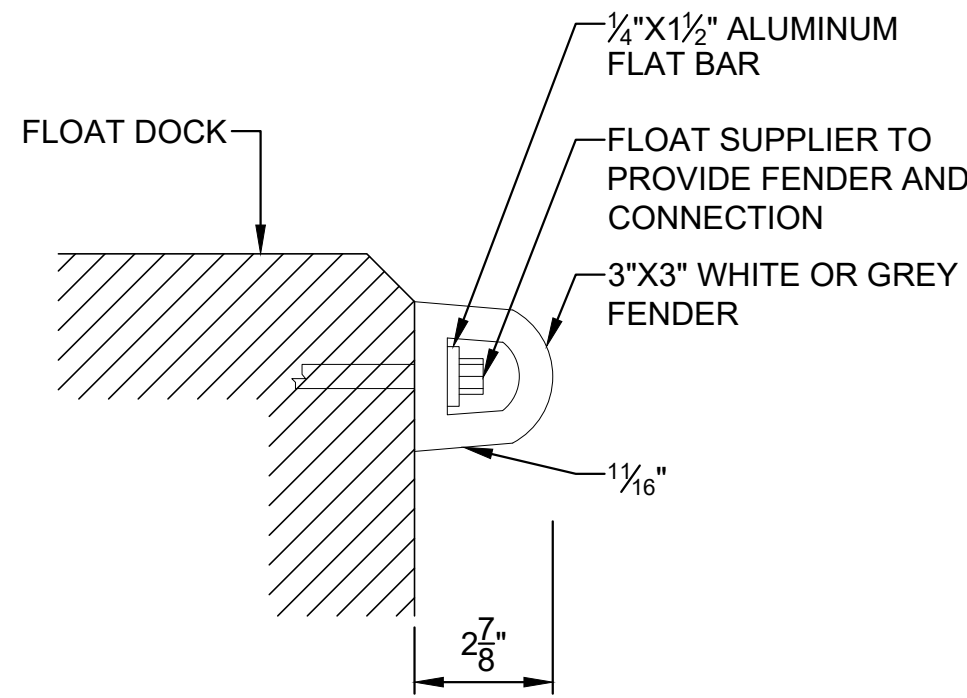
DiMillo's On The Water
25 Long Wharf
Portland, ME
04101

OLD PORT MARINA
IMPROVEMENTS

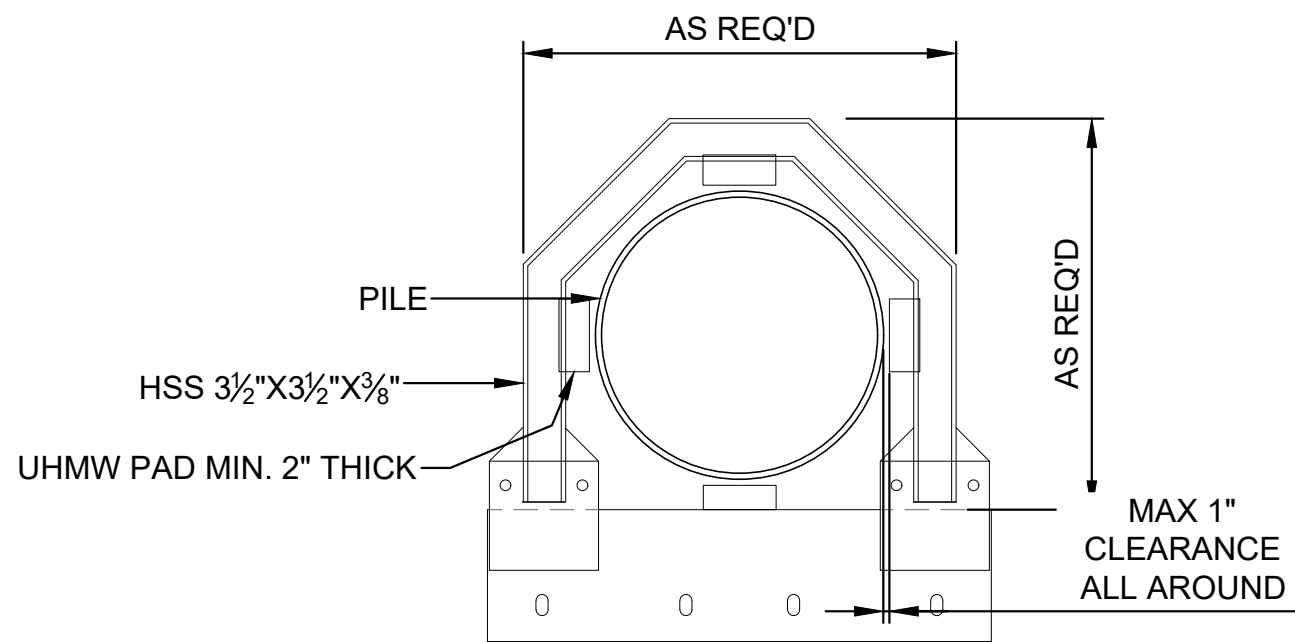
SOUTH PORTLAND, ME



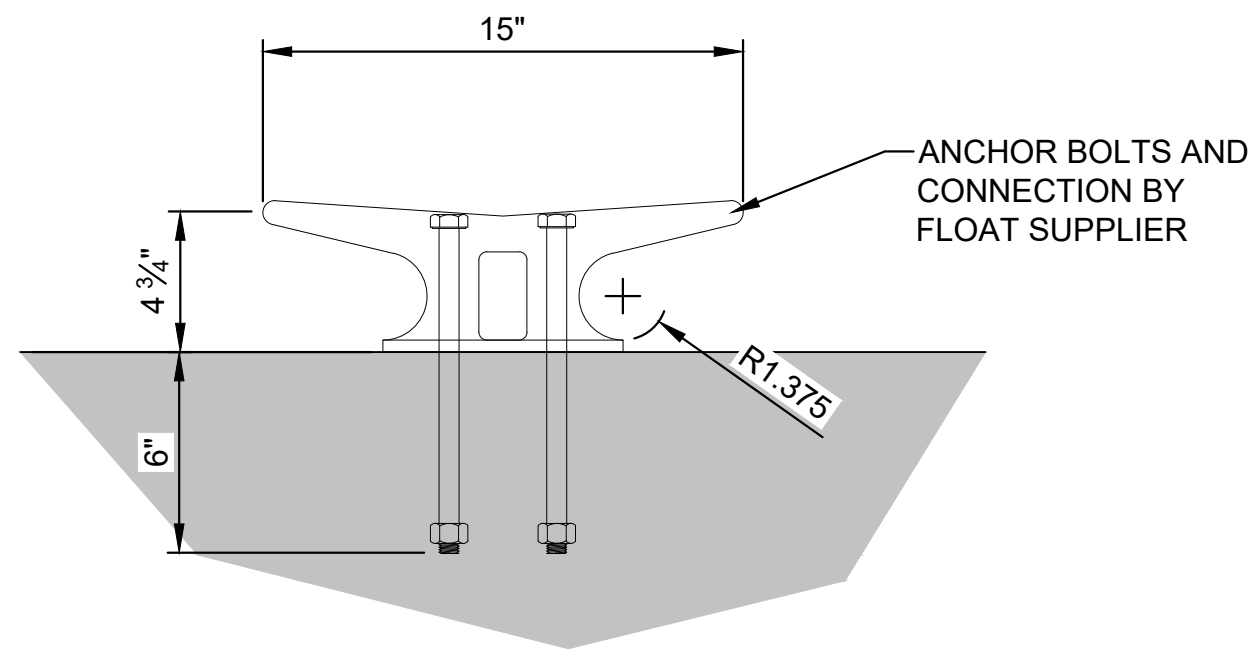
2 DETAIL
INTERNAL MOORING GUIDE SCALE: 1/2"=1'-0"



4 DETAIL
HEAVY DUTY "D" FENDER SCALE: 3"=1'-0"



3 DETAIL
EXTERNAL MOORING GUIDE SCALE: 1/2"=1'-0"



5 DETAIL
DOCK CLEAT SCALE: 2"=1'-0"

PRELIMINARY

SHEET NAME				SHEET NO.	
FUEL DOCK REPLACEMENT				S-403	
0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
NO	DATE	ISSUE/REVISION	APP		

FITZGERALD, JAMISON, B:\Working\DMILLOS ON THE WATER\2501602 Old Port Marina Improvements\00_CAD\Design\Sheets\E-01 ELECTRICAL PLAN.dwg - 2/20/2026

RESERVED

PRELIMINARY

Attention: 01"0 If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: JEL	GEI Consultants GEI CONSULTANTS, INC. 124 GROVE STREET SUITE 300 FRANKLIN, MA 02038 774.277.6001	DiMillo's On The Water 25 Long Wharf Portland, ME 04101	OLD PORT MARINA IMPROVEMENTS SOUTH PORTLAND, ME					SHEET NAME ELECTRICAL PLAN	SHEET NO. E-101
		Drawn: JSF									
		Checked: XXX									
		Approved: XXX									
		P.E. No:									
		GEI Project 2501602									
						0	2/20/2026	PRELIMINARY RELEASE FOR PERMITTING			
						NO	DATE	ISSUE/REVISION	APP		

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple

DATE: June 22, 2026

SUBJECT: Order 12-26/27 Accepting and Appropriating a \$2,380,250 Donation from the Portland Parks Conservancy for the Construction of First Light Commons - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West

(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 7/20/2026

Final

Action 7/20/2026

Can action be taken at a later date: No DATE ACTION IS REQUESTED: 1st Reading date: 7/20/26--first meeting

Final Action Date: 7/20/26--second meeting

Can action be taken at a later date? No. Due to ongoing construction and incoming invoices, timely acceptance of these donations is critical.

Does this item involve a new contract with the City: NO

PRESENTATION: PRF Staff available for questions

I. SUMMARY

The City is seeking to accept and appropriate \$2,380,250 in total donations from the Portland Parks Conservancy, comprising a \$1,953,000 Congressional Directed Funding award from Senator King, \$350,000 in philanthropic gifts, and a \$77,250 Project Canopy Grant, to fund the construction of First Light Commons.

II. AGENDA DESCRIPTION

This order seeks to accept and appropriation of \$2,380,250 in donations from the Portland Parks Conservancy, to be utilized for construction of First Light Commons. This donation covers construction costs for Phase I of First Light Commons.

Funding details:

- Congressional Directed Funding (CDS) from Senator King: \$1,953,000. These CDS funds were applied for and awarded directly to the Portland Parks Conservancy, which is now donating them to the City.
- Philanthropic Gifts, individual and corporate: \$350,000
- Project Canopy Grant: \$77,250

Total: \$2,380,250

This item must be read on two separate days. Staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency to meet construction and financial deadlines. Seven votes are required for passage as an emergency following public comment.

III. BACKGROUND

In 2021, the City entered into an agreement with the Portland Park Conservancy to raise funds for a new greenspace in the Ocean Gateway queuing lanes, with a project name of “Portland Harbor Common” (the space has since been named “First Light Commons”, through the City’s newly adopted naming process). In 2022, the City Council allocated \$150K to design this new park space. In 2022, the Portland Parks Conservancy applied for federal earmark funding through Senator King’s office, and in 2023 Senator King announced that he was supporting the project with funding through Congressional Directed Spending (earmark funding). Since that time, the Portland Parks Conservancy has successfully raised the target amount of philanthropic funds to proceed with construction of the park. Construction started in May 2026, and will be complete in Fall of 2026.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

This donation covers construction costs for Phase I of First Light Commons. The City paid for the design of the green space through a 2022 \$150K Capital Improvement allocation.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$2.38M Donation from Portland Parks Conservancy for First Light Commons

Prepared by:

Ethan Hipple

Date: 06/22/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$2,380,250 DONATION FROM THE
PORTLAND PARKS CONSERVANCY FOR FIRST LIGHT COMMONS**

ORDERED, that a donation of \$2,380,250 from the Portland Parks Conservancy is hereby accepted and appropriated to the Parks, Recreation and Facilities Department to be utilized for Phase I of construction of First Light Commons; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and meet construction and financial deadlines.

MEMORANDUM
City Council Agenda Item

FROM: Maggie McLoughlin
DATE: July 8, 2026
SUBJECT: Order 13-26/27 Order Approving Subaward Agreement Between the University of New England and the City of Portland and Accepting and Appropriating \$383,262 for Nourish ME Rural Health Program - Sponsored by Danielle West, City Manager
SPONSOR: Danielle West, 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 7/20/2026

Final
Action 8/24/2026

Can action be taken at a later date: Yes The grant is recommended for approval as soon as possible based on the available timeline for implementation.

Does this item involve a new contract with the City: Yes.

PRESENTATION: Bridget Rauscher, Public Health Director

I. SUMMARY

Accepting and Appropriating \$383,262 subawarded to the City of Portland from the University of New England for nutrition education.

II. AGENDA DESCRIPTION

If approved, this item would accept and appropriate a \$383, 262 grant from the University of New England to the Public Health Division to implement the State's Nourish ME Program in Cumberland County.

The Nourish ME program supports food security education programming, a critical element in prevention of chronic disease. The City of Portland's Public Health Division has more than a decade of programming history working in this area and will lead implementation.

This item must be read on two separate days. Staff is requesting that the second reading be waived due to the limited duration of the grant, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency to make funding available immediately. Seven votes are required for passage as an emergency following public comment.

III. BACKGROUND

Portland Public Health applied for these funds for its Healthy Eating Active Living (HEAL) staff in the Chronic Disease Prevention Program to administer.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Enhance the health and well-being of the residents of Portland through nutrition education supporting food security and chronic disease prevention.

V. FINANCIAL IMPACT

NA

VI. STAFF ANALYSIS AND BACKGROUND

This State of Maine DHHS grant was awarded to the University of New England with a subaward to Portland Public Health

VII. RECOMMENDATION

Passage.

VIII. LIST ATTACHMENTS

1. Order - UNE Nourish Grant
2. 29032N FY26 City of Portland Subaward Agreement Rural Health Transformation Program - Nourish ME

Prepared by:

Maggie McLoughlin

Date: 07/08/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING SUBAWARD AGREEMENT BETWEEN THE UNIVERSITY OF
NEW ENGLAND AND THE CITY OF PORTLAND AND ACCEPTING AND
APPROPRIATING \$383,262 FOR NOURISH ME RURAL HEALTH PROGRAM**

ORDERED, that the Subaward agreement between the University of New England and the City of Portland, substantially in the form attached hereto, is hereby approved and \$383,262 in federal pass-through funds from the University of New England is hereby accepted and that amount appropriated to the city's Department of Health and Human Services Public Health Division to support its Nourish ME Rural Health Program; and

BE IT FURTHER ORDERED, that the City Manager or designee is authorized to execute the grant agreement attached in substantially the form attached hereto and any and all other documents necessary to apply for, accept and appropriate the grant and otherwise carry out the intent of this order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and utilize the funds by the grant deadline.

Subaward Agreement

Institution/Organization ("UNIVERSITY" or "PROVIDER")		Institution/Organization ("SUBCONTRACTOR")	
Name: University of New England Address: 11 Hills Beach Road Biddeford, ME 04005	Name: Address: EIN:		
Prime Award No. Maine DHHS Agreement #OFI-25-351C	Subaward No.		
Awarding Agency State of Maine, DHHS ("DEPARTMENT")	CFDA No. 93.798		
Subaward Period of Performance 5/01/2026 through 9/30/2026	Amount Funded this Action	Est. Total (if incrementally funded)	
Project Title Rural Health Transformation Program - Nourish ME			
Reporting Requirements: SEE ATTACHMENT 1			

Terms and Conditions

1. University hereby awards a cost reimbursable subaward, as described above, to Subcontractor. The statement of work and budget for this subaward are (check one): as specified in Subcontractor's proposal dated ; or **X** as shown in Attachment 4 and Attachment 5. In its performance of subaward work, Subcontractor shall be an independent entity and not an employee or agent of University.
2. University shall reimburse Subcontractor not more often than monthly for allowable costs incurred during the period above mentioned. All invoices shall be submitted using the University's provided invoice template and should include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference University's subaward number shall be returned to Subcontractor. Supporting documentation must be provided with the invoice as detailed in Attachment 1 - Rider A. The University will hold 10% of the total amount funded until the final deliverable is completed. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3. Allowable costs shall be subject to amendment whenever University's Prime Award is amended by the Department and/or notification of a change to the approved budget of the Subcontractor is made to the University by the Awarding Agency.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NO LATER THAN twenty (20) days after subaward period of performance end date. The final statement of costs shall constitute Subcontractor's final financial report.
4. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.
5. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
7. Subject to and within the defenses, immunities and limitation of liability available to the University and/or to the Collaborator under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101, et seq or other applicable law, the Subcontractor agrees to indemnify, defend and save harmless University and its Sponsor, the State of Maine, their officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses

and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Subcontractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material man, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of the Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Sponsor's negligence or unlawful act, or (ii) action by the Subcontractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Sponsor in accordance with this Agreement.

8. Either party may terminate this agreement with written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. The performance of work under the Agreement may be terminated by the Awarding Agency in whole, or in part, whenever for any reason the Agency shall determine that such termination is in their best interest. Any such termination shall be affected by delivery to the Prime Awardee of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. Equipment purchased with funds from this or prior agreements shall be returned upon request within 30 days. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.
9. No-cost extensions require the approval of the University's Authorized Official. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.
10. Notwithstanding any provisions of this subaward to the contrary, all obligations of the University hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of state or federal funds, and in no event shall the University be liable for any payments hereunder in excess of such available appropriated state or federal funds. In the event of a reduction or termination of appropriated state or federal funds, the University shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this subaward immediately upon giving the Subcontractor notice of such termination.
11. The Subaward is subject to the applicable terms and conditions of the Prime Award and other special terms and conditions, as identified in the Attachments. The Subcontractor is responsible for ensuring the funds spent through this contract are in compliance with current CMS/Rural Health Transformation Program Guidance and that federal reporting requirements are also met.
12. By signing below, Subcontractor makes the certifications and assurances shown in applicable Attachments.

By an Authorized Official of UNIVERSITY:

By an Authorized Official of SUBCONTRACTOR:

Date

Date

Nicholas D. Gere, MBA
Director of Research Administration

ATTACHMENT 1 - RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms/Definitions
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
Department	State of Maine Department of Health and Human Services
Provider	University of New England
State	State of Maine

- A. **Center for Medicare and Medicaid Services (CMS)** is a federal agency within the Department of Health and Human Services that administers Medicare, Medicaid, and other federal programs, including the Rural Health Transformation Program.
- B. **Department:** The Maine Department of Health and Human Services
- C. **Dietary Guidelines for Americans:** A publication by the United States Department of Agriculture (USDA) that provides dietary recommendations by life stage, from birth through older adulthood.
- D. **Direct Education:** An interaction in which an eligible person participates in a class curriculum or activity, either in-person or remotely. Direct Education for the Rural Health Transformation Program (RHTP) will begin on or after May 1, 2026.
- E. **Direct Participant or Participant:** An individual receiving direct, unduplicated nutrition education in a class. The total number of RHTP Participants will be counted and reported annually to the Department.
- F. **Implementing Agency:** The vendor that delivers RHTP nutrition education through a contractual agreement with the Department's State Agency.
- G. **MaineIT:** Maine's Office of Information Technology
- H. **Nutrition Educator:** An individual who provides nutrition education services in settings like schools, School Based Health Centers (SBHCs), food pantries, Federally Qualified Health Centers (FQHCs) and other healthcare settings, grocery stores, and regional Department offices.
- I. **Nutrition Program Coordinator:** An Implementing Agency staff member who provides management and technical assistance to Nutrition Educators.

- J. **Policy, Systems, and Environmental (PSE) Change Strategies:** The strategies to enhance Direct Education projects and Social Marketing campaigns with community involvement in defined projects.
- K. **Rural Health Transformation Program (RHTP)** is a federal initiative providing \$50 billion in funding to states from FFY2026- FFY2030 to strengthen rural healthcare access, infrastructure, and technology. RHTP is administered Federally by CMS.
- L. **Supplemental Nutrition Assistance Program (SNAP):** The federal nutrition assistance program that provides food benefits to low-income families.
- M. **Social Marketing:** The application of commercial marketing technologies to the analysis, planning, execution, and evaluation of programs designed to influence voluntary behavior of target audiences in order to improve their personal welfare and that of society.
- N. **State Agency:** The Office for Family Independence (OFI) is the Department's designated State Agency.

II. INTRODUCTION/OVERVIEW:

For RHTP starting May 1, 2026: The Implementing Agency will work closely with and under the oversight of the Department's State Agency in implementing a statewide nutrition education program meeting evidence-based Dietary Guidelines for Americans standards. The program will deliver nutrition education about how to purchase, cook and eat healthy to improve prevention and management of chronic disease. The program will also deliver information on how to eat healthy on a budget, and how to use all available resources including SNAP, SUN Bucks, WIC, Maine Senior FarmShare Program, Maine Harvest Bucks and Farm Fresh Rewards to purchase healthy foods.

The Provider shall:

- i. Implement and deliver evidence-based nutrition education services directly or by sub-contracting with local agencies for statewide provision of services, provide training and oversight for provision of services.
- ii. Utilize a Department approved reporting system to report numbers of participants served in specific regions and other community/public health projects.
- iii. Execute statewide sub-recipient contracts for sub-recipients and provide ongoing contract monitoring, guidance, and training.
 - iv. Develop guidance and training for sub-recipients on delivery of services to include goals, focus, guiding principles approaches, and role/responsibilities, and conduct a statewide kick-off/training for sub-recipients.
- v. Design and launch a consumer facing website that will provide nutrition education guidance, recipes, and on-line nutrition education classes.
- vi. Meet with the Department regularly and submit reports as detailed in Section V.

The Subcontractor agrees and understands all payments made under this Agreement are subject to audit and recoupment by the Department, CMS or its agents/assignees.

III. DELIVERABLES:

The Provider and Subcontractor shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

A. RHTP Plan

1. Provider will develop a Program design that includes implementation, reporting, quality assurance, dissemination.

B. Technology, Website, and Social Marketing

1. Provider will develop and launch a RHTP consumer-facing website that includes recipes and online nutrition education courses. The Provider may sub-contract to develop, launch, and keep this website updated.
2. Comply with the State's MaineIT Policies, specifically:
 - i. [Digital Accessibility Policy](#);
 - ii. [Social Media for State Business Policy](#);
 - iii. [Information Security Policy](#), specifically:
 - i. 5.6 Backups; and
 - ii. 5.26 Vulnerability Management.
 - iv. Ensure no data is released regarding the usage of the website(s) without the written approval from the Department. This is regardless of whether the data would be given away, sold, bartered, or through any other arrangement.
 - v. Ensure any data collected, used, and reported on will be de-identified meeting the definition of TLP White as per MaineIT [Data Classification Policy](#).
 - vi. Ensure the website(s) does not include:
 - i. TikTok, which describes the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

C. Community/Public Health/PSE Change Strategies

1. Provider will provide guidance and assistance to Nutrition Educators to deliver community health PSE Change Strategies to the community agencies.

D. Training Requirements

The Provider shall deliver training to its Nutrition Educators and provide the following:

1. Develop RHTP training materials that include information on:
 - i. Goals, focus, guiding principles;
 - ii. Communication;
 - iii. Approaches on how to deliver curricula approved by the Department;
 - iv. Other funding sources for purchase of healthy foods;
 - v. Healthcare and Community engagement for recruitment of classroom sites and for Food Is Medicine and community nutrition related projects;
 - vi. Plan Guidance;
 - vii. Cost Policy and Procedures;
 - viii. Roles and responsibilities for programming; and
 - ix. Reporting.
2. Conduct an in-person kickoff/training for all sub-recipient agencies.
3. Deliver on-going training to all sub-recipient agency staff including administrators and nutrition educators on delivering and reporting evidence-based nutrition education services in alignment with evidence-based Dietary Guidelines for

Americans delivered by the RHTP program and all information above.

E. Communication Requirements

The Provider shall provide the following:

1. Maintain regular communications with the Subcontractor and other collaborating agencies.
2. Disseminate an electronic newsletter at least once monthly, with all subcontractors to communicate updates on RHTP grant, consistent messages and sharing of information.
3. Subcontractor will participate in meetings virtual, hybrid, or in-person, with the Provider at least monthly, to provide program implementation updates.

F. Reporting Requirements

1. Provider will collect and maintain data from Subcontractor for required reporting, including but not limited to:
 - i. Monthly Nutrition Educator Status Report on program delivery to include but not limited to nutrition education classes held, participants reached, progress on PSE initiatives, etc. using required reporting system.
 - ii. Quarterly Director/Supervisor Reporting Forms – Provider is to collect and submit reports to the Department on the progress of the deliverables outlined in the contract, including any deliverables and/or data collected by subcontractors.
 - i. Subcontractor will provide copies of all reports to the Provider as requested.
 - ii. Provider will conduct individual calls with subcontractors to jointly review related forms/reports and review any questions or concerns.
 - iii. Reporting: Utilize a reporting system approved by the Department to track provision of nutrition education services.

G. Equipment Inventory

1. The Subcontractor will identify all equipment and materials purchased with RHTP funding that are subject to reassignment per federal guidelines, and the Subcontractor shall return them to the Provider within twenty (20) calendar days upon request by the Provider and Department.

H. Budget Oversight

1. Subcontractor is responsible for collecting and providing information, expenses, and reports within established timeframes to the Provider.
2. Monitor budget and inventory control through time and effort forms and monthly invoices submitted including:
 - a. Ensuring receipts are submitted to the Provider for review to ensure expenses are allowable.
 - i. Provider will notify the subcontractor's Fiscal Officer and/or Director when expenses are non-allowable and for correction.
3. Review all documentation against each financial report and approved budget prior to reimbursement.
4. Ensure all agreements related to budgeting are provided in the form specified in the latest version of the Plan Guidance.

IV. REPORTS:

A. Required Reports

The Provider and Subcontractor shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report:	Description or Appendix #:
1.	RHTP Status Report	A narrative summarizing activities of RHTP Nutrition Education and progress towards performance measures.
2.	Quarterly Director/Supervisor Reporting Forms	Progress of the deliverables and/or data collected.
3.	Monthly Financial Report	Located at: https://www.maine.gov/dhhs/about/financial-management/contract-management/contract-documents
4.	Agreement Closeout Report	Located at: https://www.maine.gov/dhhs/about/financial-management/contract-management/contract-documents
5.	All Other Reports required by Department or CMS	To Be Determined

B. Reporting Schedule for Above listed Required Reports

The Subcontractor shall submit the reports listed in the table below to the Provider in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date	Submit Reports To:
1.	RHTP Status Report	Each Month	Five (5) days after each month	Program Director
2.	Quarterly Director/Supervisor Reporting Forms	Quarterly	Fifteen (15) days after each quarter	Program Director
3.	Monthly Financial Report	Each Month	Last business day of the following month. Final report due 20 days after the final month	Email Address: mainesnap-edfinance@une.edu
4.	Agreement Closeout Report	Annually	Thirty (30) days following the close of the program period	Email Address: mainesnap-edfinance@une.edu

The Subcontractor shall submit other Ad Hoc Reports electronically to the Provider within 1 business day of request, unless other due date is designated by the Provider. The Provider may request data regarding Subcontractor operations as needed to conduct its business. The nature of the individual report will be determined at the time of request.

ATTACHMENT 2 - RIDER B: TERMS AND CONDITIONS

1. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
2. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
3. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
4. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
5. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

6. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
7. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

9. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any

way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

10. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

12. TERMINATION. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have

such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 13. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 14. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 15. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 16. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 17. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 18. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions
Rider B Terms and Conditions
Rider A Scope of Work
Funding and Payment Rider
Rider D Additional DHHS Requirements
Rider BAA Business Associate Agreement included at Department's Discretion
Rider E Included at Department's Discretion
Rider F Included at Department's Discretion
Rider G Identification of Country in which contracted work will be performed
Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise

its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

25. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

26. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

27. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

28. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

29. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

30. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER D: Additional DHHS Requirements

1. **LOBBY:** No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any Agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the Department with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a “Disclosure of Lobbying Activities” form available at: <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>.

2. **DRUG-FREE WORKPLACE:** By signing this Agreement, the Provider certifies that it shall comply with the drug-free workplace requirements of the Drug-Free Workplace Act (41 U.S.C. Ch. 81).
3. **ENVIRONMENT TOBACCO SMOKE:** By signing this Agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, Agreement, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the Provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

4. **MEDICARE AND MAINECARE ANTI-KICKBACK:** By signing this Agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a Provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.
5. **PUBLICATIONS:** When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this Agreement, the Provider agrees to clearly acknowledge the participation of the Department of Health and Human Services in the

program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with Agreement funds and the dollar amount of Agreement funds for the project or program.

6. **OWNERSHIP:** All notebooks, plans, working papers, data, or other work produced in the performance of this Agreement, which are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
7. **PROVIDER RESPONSIBILITIES / SUB AGREEMENTS:** The Provider is solely responsible for fulfillment of this Agreement with the Department. The Provider assumes responsibility for all services offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.
 - a) Sub-agreements.
 - i) All sub-agreements must contain the assurances of Rider B and Rider D of this Agreement;
 - ii) All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.
 - iii) See Rider B Section 5.
 - b) Relationship between Provider, Subcontractor and Department. The Provider shall be wholly responsible for performance of the entire Agreement whether or not subcontractors are used. Any sub-agreement into which the Provider enters with respect to performance under this Agreement shall not relieve the Provider in any way of responsibility for performance of its duties. Further, the Department will consider the Provider to be the sole point of contact with regard to any matters related to this Agreement, including payment of any and all charges resulting from this Agreement. The Department shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid. The Provider is responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of the Provider clearly explain, verbally and in writing, to clients and families their relationship to the Provider and the Provider's relationship to the Department.
 - c) Liability to Subcontractor. The requirement of prior approval of any sub-agreement under this Agreement shall not make the Department a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the Department. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Department against any claim, loss, damage, or liability against the Department based upon the requirements of Rider B, Section 15.
8. **RENEWALS:** This Agreement may be renewed at the discretion of the Department.

9. **NO RULE OF CONSTRUCTION:** The parties acknowledge that this Agreement was initially prepared by the Department solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.
10. **WHISTLEBLOWER PROTECTION:**
- a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - b) The Provider shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - c) The Provider shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
11. **FUNDING SOURCES REDUCED:** Notwithstanding any other provision of this Agreement, if the United States Government or any department of the United States Government, has de-appropriated or suspended funds for this Agreement, or where the Governor of the State of Maine has curtailed funds for this Agreement then the Department is not obligated to make payment under this Agreement to the extent of such de-appropriation, suspension or curtailment of funds. In the event of such de-appropriation, suspension or curtailment of funds, the Agreement shall be modified accordingly.
12. **CHANGE OF OPERATIONS:** The Provider shall report to the Agreement Administrator and Program Administrator any anticipated changes of the Provider's operations, including but not limited to mergers, acquisitions, or closings, at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstance.
13. **BACKGROUND CHECKS:** The Provider agrees to conduct background checks on all employees, temporary staff persons, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this Agreement. The Provider shall confirm the pass/fail results of each background check with the Program Administrator upon request. The cost of performing each background check shall be the responsibility of the Provider. The methods of performing the background checks must include information from the Bureau of Motor Vehicles, the Sex Offender Registry, and the Maine State Bureau of Investigation. If services to be provided under this agreement include services to minor children then the background check will include information from the Department's Office of Child and Family Services regarding substantiated findings of abuse or neglect of a child. If services to be provided under this agreement are to be performed by a person who is professionally licensed

then the background check will include information from the appropriate licensing board or entity regarding the status of the person's license.

The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this Agreement if that person has a record of:

- a) any criminal conviction that involves client abuse, neglect or exploitation;
- b) any criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years; or
- c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim.

The Provider shall not hire or retain in any capacity any person who may directly provide services to a client who is minor child under this Agreement if that person has a record of substantiated abuse or neglect of a child.

The Provider shall not hire or retain a person to perform any service under this agreement that is required to be performed by a person with an appropriate license unless it has confirmation from the appropriate licensing board or entity that the person has a license in good standing.

14. **TANF SUBRECIPIENT REQUIREMENTS:** To the extent the contract utilizes Temporary Assistance for Needy Families (TANF) funding, the provider acknowledges that it is aware of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200 (Uniform Guidance), that TANF block grant funding is being used to fund the contract, to what extent TANF funding is being used and that TANF is governed by the Social Security Act, Title IV (Part A of Title IV), and TANF Regulations 45 CFR Chapter II (Parts 260 through 265)) and that it agrees that it shall:

- a) Ensure that funds are expended in accordance with state laws and procedures for the state's own funds and allow the Department to review the Provider's financial management system, in accordance with 2 CFR 200.302.
- b) Ensure that effective internal controls are used, which includes complying with federal statutes and taking prompt action in instances of non-compliance, in accordance with 2 CFR 200.303.
- c) Ensure that funds are spent in accordance with 2 CFR 200.305.
- d) Monitor program performance and, if required, submit performance reports, data on program objectives and the progress towards meeting those objectives, and additional pertinent data, in accordance with 2 CFR 200.328.
- e) Retain program, financial and statistical records for at least five years from the end of each program year, in accordance with 2 CFR 200.333.
- f) Conduct a Single Audit in accordance with 2 CFR 200 Subpart F, if applicable.

15. **CLEAN AIR AND CLEAN WATER:** By signing this agreement, the Provider agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

16. **INSURANCE.** In addition to the requirements identified in Rider B, Section 18, the following shall inclusions to the insurance policy shall apply. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, should at a minimum cover the following:
- a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate.
 - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate.
 - c) To the extent the Provider manages sensitive data, Data breach expenses in an amount not less than \$1,000,000, which coverage shall include, but is not limited to, the following:
 - i) Consumer notification, whether or not required by law;
 - ii) Forensic investigations;
 - iii) Public relations and crisis management fees; and
 - iv) Credit or identity monitoring, or similar remediation services.
 - d) To the extent the Provider stores State sensitive data, the amount shall be payable, whether incurred by the Department or the Provider. The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.
 - e) Workers' Compensation and employer's liability, as required by law.
 - f) Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence.
 - g) To the extent the Provider uses vehicles to perform services under this Agreement, Automotive Liability of not less than \$400,000 per occurrence single limit.
 - h) Crime, in an amount not less than \$500,000.
 - i) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
17. **AUDIT:** Funds provided under this Agreement to community agencies for social services are subject to the requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) and 2 CFR Part 200 and may further be subject to audit by authorized representatives of the Federal Government. Agencies that expend \$1,000,000 or more in a year in Federal Awards shall have a single or program-specific audit conducted for that year in accordance with 2CFR Part 200.501. Please see <http://www.maine.gov/dhhs/audit/social-services/rules.shtml> for details on this requirement.
18. **MOTOR VEHICLE CHECK:** The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport

clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

19. **EXCEPTIONS TO OMB CIRCULARS FOR NON-FEDERALLY-FUNDED ACTIVITIES:**

- a) Travel. The reimbursement rate for mileage charged to Department funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A)).
- b) Any other exceptions to Uniform Guidance are allowable only with prior written approval from the Department and must be offset against identified unrestricted non-Federal revenue.

20. **MAINECARE REGULATIONS:** Providers who receive MaineCare funds will assure that their programmatic and financial management policies and procedures are in accordance with applicable MaineCare regulations and that their staff members are familiar with the requirements of the applicable MaineCare service they are providing. Providers will ensure that they are in compliance with the applicable MaineCare regulation prior to billing for the service.

21. **REVENUE MAXIMIZATION:** The Provider shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance as may be available to reduce the need for funds from the Department. Agreement funds may not be used to pay for services that are reimbursable by other third-party sources, such as private health insurance and MaineCare, under any circumstances. It is the Provider's obligation to seek and obtain reimbursement from other third-party sources for any reimbursable services provided to covered individuals.

22. **NOTIFICATION AND REPORTING:** The Provider shall follow all policies, procedures, and protocols developed by the Department, including procedures and protocols for tracking and reporting to the Program Administrator (i) reportable events; (ii) critical incidents; including all incidents of abuse and neglect or children and adults. The Provider shall develop the capacity to transmit identified uniform data elements in accordance with specifications established by the office of the Program Administrator.

Insofar as the Provider serves members of the class outlined in the "Community Consent Decree", Consumer Advisory Board v. DHHS Commissioner, No. 91-321-P-C (D. Ct. Me.), all terms and conditions of the Community Consent Decree are applicable to this Agreement. All Providers must pay particular attention to the Grievance process available to persons with developmental disabilities served by the Provider and ensure that notice of the process is regularly provided to persons served by the Provider. Providing notice includes ensuring that written notice of the grievance process is provided to the person and/or their guardian at any planning meeting; posting notice of the grievance process in an appropriate common area of all facilities operated by the Provider; and posting notice of the grievance process on any website maintained by the

Provider. In addition, the Provider must ensure that all new staff is trained in the grievance process and that it is available to all persons served by the Department. The Provider is also responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of the Provider clearly explain verbally and in writing to clients and families their relationship to the Provider and their roles and responsibilities and include, in writing, contact information for the individual(s) responsible for responding to complaints or grievances on behalf of the Provider.

23. **TERMINATION OR CHANGE OF WORK PERFORMANCE:** In addition to the requirements of Rider D, Section 12, the written communication shall be specific and also include, and not be limited to, the date of expected closure, description of any and all programs affected, number of clients projected to be impacted, plans for addressing needs of the clients affected, and the name and contact information of the person(s) responsible for the care of clients affected and their records. The Provider shall assist the client and the client's case manager or other supports in obtaining services from another provider.
- a) The Provider shall report to the Program Administrator all major programming and structural changes in programs funded, seeded, or licensed by the Department within the timeframe noted above. Any changes that add, alter, or eliminate existing services must be negotiated and approved by the Program Administrator prior to implementation. Major program changes include, but are not limited to, the following: (1) The addition of new services or deletion of existing services; (2) Serving a population not served by the agency previously; (3) Significant increases or decreases in service capacity as defined by the governing body; (4) Significant changes in the organizational structure as defined by the governing body; (5) Changes in the executive director or name or ownership of the agency; or 6) Relocation of services. For MaineCare funded services, the Provider shall give due process notification as required by MaineCare regulations, Chapter I, §1.03-4 of the MaineCare Benefits Manual. In addition to MaineCare Benefits Manual Chapter I, §1.03-4, the following shall apply:
 - i) If a provider provides services under this Agreement and chooses to voluntarily terminate participation in MaineCare or voluntarily terminates State funded services funded in whole or part by this agreement, the provider must inform the Program Administrator of the intent. This notice should be concurrent with the notice to MaineCare as required in Chapter I. The provider is expected to work cooperatively with the Department on the planning the transition to replacement services for the affected members. In order to facilitate continuity of services for the member(s), the Department reserves the right to require that the provider continue to provide necessary services until appropriate replacement services are secured for the member(s).
 - ii) If a provider chooses to terminate services to a specific member or group of members, the provider must request permission to do so from the Program Administrator. Such a request must be in writing and with a minimum of 30 days advance notice. The written request must state that the provider will agree to work with the member, the Department and any potential replacement provider on the transition of services. In order to facilitate continuity of services for the member(s), the Department reserves the right to request that the

provider continue to provide necessary services until appropriate replacement services are secured for the member(s).

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

RIDER I: ASSURANCE OF COMPLIANCE

The Provider provides this Assurance of Compliance in consideration of and for the purpose of obtaining Federal and/or State funds from the Maine Department of Health and Human Services.

A. THE PROVIDER HEREBY AGREES THAT IT WILL COMPLY WITH THE FOLLOWING FEDERAL LAWS AND REGULATIONS¹:

1. Titles VI of the Civil Rights Act of 1964 (42 U.S.C. ch. 21), as amended, and all requirements imposed by or pursuant to the following regulations:
 - a. The U.S. Department of Health and Human Service (45 C.F.R. Part 80);
 - b. The U.S. Department of Justice (28 Part 42, subpts. C & D);
 - c. The U.S. Department of Agriculture (7 C.F.R. Part 15);
 - d. The U.S. Department of Housing and Urban Development (24 C.F.R. Parts 1, 100, and 121); and
 - e. The U.S. Environmental Protection Agency (40 C.F.R. Part 7)

(hereinafter collectively referred to as “Regulations”), to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States, shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider receives Federal/State financial assistance from the Department. In addition to all other requirements of the Act and the Regulations, providers of client services shall: develop clear, written communication plans; provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are limited English proficient (LEP); determine the primary language or communication preference of applicants/clients and/or family members; and ensure that bi-lingual workers, qualified interpreters, and appropriate auxiliary aids will be provided at no cost to the applicant/client and/or family members.

2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. ch. 16), as amended, and all requirements imposed by or pursuant to the following regulations:
 - a. U.S. Department of Health and Human Services (45 C.F.R. Part 84);
 - b. U.S. Department of Justice (28 C.F.R. Part 42, subpt. G);
 - c. U.S. Department of Agriculture (7 C.F.R. Part 15 b);
 - d. U.S. Department of Housing and Urban Development (24 C.F.R. Part 8); and
 - e. U.S. Environmental Protection Agency (40 C.F.R. Part 7)

hereinafter collectively referred to as “Regulations”), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified handicapped individual in the United

¹ With respect to the federal regulations listed in Section A, subsections 1, 2, 4, 5, and 6 the Provider only provides an Assurance of Compliance regarding the regulations of the federal agency or agencies whose financial assistance is provided to the Provider by the Department pursuant to this Agreement.

States shall, solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity for which the Provider receives Federal/State financial assistance from the Department. Specifically, providers shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are deaf, hard of hearing, late deafened, speech impaired and/or nonverbal. The Provider will provide visible or tactile alarms for safety and privacy, telecommunications devices for the deaf (TTY), amplified phone or fax machine, and train staff in the use of adaptive equipment. The Provider shall obtain the services of a qualified, licensed sign language interpreter or other adaptive service or auxiliary aid, such as CART or C-Print at no expense to the applicant/client or family member.

3. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. ch. 126), and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice (28 C.F.R. Part 35) (“Regulations”), to the end that, in accordance with the ADA and the Regulations, no qualified individual with a disability shall, on the basis of said disability, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider receives Federal/State financial assistance from the Department².
4. Title IX of the Educational Amendments of 1972 (20 U.S.C. ch. 38), as amended, and all requirements imposed by or pursuant to the following regulations:
 - a. U.S. Department of Health and Human Services (45 C.F.R. Part 86);
 - b. U.S. Department of Justice (28 C.F.R. Part 42, subpt. D and Part 54);
 - c. U.S. Department of Agriculture (7 C.F.R. Part 15a);
 - d. U.S. Department of Housing and Urban Development (24 C.F.R. Part 3); and
 - e. U.S. Environmental Protection Agency (40 C.F.R. Part 5)

(hereinafter collectively referred to as “Regulations”), to the end that, in accordance with Title IX and the Regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Provider receives Federal/State financial assistance from the Department.

5. The Age Discrimination Act of 1975 (42 U.S.C. ch. 76), as amended, and all requirements imposed by or pursuant to the following regulations:
 - a. U.S. Department of Health and Human Services (45 C.F.R. Part 91);
 - b. U.S. Department of Justice (29 C.F.R. Part 42, subpt. I);
 - c. U.S. Department of Agriculture (7 C.F.R. Part 15c); and
 - d. U.S. Department of Housing and Urban Development (24 C.F.R. Part 146)

(hereinafter collectively referred to as “Regulations”); to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any

² Technical assistance and information related to the requirement of the Americans with Disabilities Act is available at <https://www.ada.gov/index.html>.

program or activity for which the Provider receives Federal/State financial assistance from the Department.

6. Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organization (67 C.F.R. 77141 (2002)), and Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations (75 C.F.R. 71319 (2010)), and all requirements imposed by or pursuant to the following regulations:
 - a. U.S. Department of Health and Human Services (45 C.F.R. Part 87);
 - b. U.S. Department of Justice (28 C.F.R. Part 38);
 - c. U.S. Department of Agriculture (7 CFR Part 16); and
 - d. U.S. Department of Housing and Urban Development (24 C.F.R. Part 5).

(hereinafter collectively referred to as “Regulations”), to the end that, in accordance with Executive Orders and the Regulations, no person in the United States shall, on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any social service programs³ for which the Provider receives Federal/State financial assistance from the Department.

7. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (65 C.F.R. 50121 (2000)) and all requirements imposed by or pursuant to the following regulations and guidance:
 - a. SNAP regulations provided by 7 C.F.R. Part 272.4(b), “Bilingual requirements”;
 - b. DOJ policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons”, published in 67 F.R. 41455-41457 (June 18, 2002); and
 - c. USDA policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons”, published in 79 F.R. 70771-70784 (November 28, 2014).

(hereinafter collectively referred to as “Regulations”), to the end that, in accordance with Executive Orders and the Regulations, that programs and activities that are normally provided in English, for which the Provider receives Federal/State financial assistance from the Department, are accessible to Limited English Proficient Persons and thus do not discriminate on the basis of national origin in violation of title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations.

B. THE PROVIDER HEREBY AGREES THAT IT WILL COMPLY WITH THE FOLLOWING STATE LAWS AND EXECUTIVE ORDER:

³ The definition of “social service program” is found at <https://www.gpo.gov/fdsys/pkg/FR-2002-12-16/pdf/02-31831.pdf>

1. The Maine Human Rights Act (5 M.R.S. ch. 337), to the end that, in accordance with the Maine Human Rights Act, no person in the State of Maine shall be discriminated against: in employment, housing or access to public accommodations on account of race, color, sex, sexual orientation, physical or mental disability, religion, ancestry or national origin; in employment on account of age or because of the previous assertion of a claim or right under former Title 39 or Title 39-A; in housing because of familial status; in the extension of credit on account of age, race, color, sex, sexual orientation, marital status, religion, ancestry or national origin; or in education on account of sex, sexual orientation or physical or mental disability⁴.
2. The Code of Fair Practices and Affirmative Action (5 M.R.S.A. § 781 *et seq.*), to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, or physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the Provider agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap.
 - c. The contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - d. The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - e. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
3. State of Maine Executive Order 17 FY 04/05⁵ which provides that all contractors entering into contracts for services to be provided to or on behalf of the State of Maine not discriminate against any employee or applicant for employment because of that employee's or applicant's sexual

⁴ Technical assistance and information relating to the requirements associated with the Maine Human Rights Act is available at <http://www.maine.gov/mhrc/laws/index.htm>.

⁵

http://www.maine.gov/tools/whatsnew/index.php?topic=Gov_Executive_Orders&id=21355&v=article2011

orientation. Solicitations or advertisements for employment by the Provider or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to sexual orientation. Provider will notify each labor union or workers' representative of the contractor's obligations under State of Maine Executive Order 17 FY 04/05 and post such notice in conspicuous places available to employees and applicants for employment. The Provider will cause the requirement of State of Maine Executive Order 17 FY 04/05 to be inserted in all contracts for work covered by a State contract for services such that the requirements will be binding on any and all subcontractors. The Provider further stipulates that services will be provided in a culturally sensitive and age appropriate manner.

C. THE PROVIDER HEREBY AGREES THAT IT WILL COMPLY WITH THE FOLLOWING FEDERAL LAWS AND REGULATIONS WHEN RECEIVING FEDERAL FINANCIAL ASSISTANCE FROM THE DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, OFFICE OF JUSTICE PROGRAMS, OFFICE OF VICTIMS OF CRIME AND/OR OFFICE ON VIOLENCE AGAINST WOMEN⁶:

1. The Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d(c) and §3782(a)), and all requirements imposed by or pursuant to the regulations of the Department of Justice (28 C.F.R Part 42, subpt. D), to the end that, in accordance with the Act and the regulations, no person in the United States shall, on the basis of race, color, national origin, sex, or religion, be discriminated against in employment, or the delivery of services or benefits, under any program or activity funded under the Act.
2. The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. § 5601 *et seq.*), and all requirements imposed by or pursuant to the regulations of the Department of Justice (28 C.F.R. Part 31), to the end that, in accordance with the Act and the regulations, no person in the United States shall, on the basis of race, color, national origin, sex, or religion, be discriminated against in employment, or the delivery of services or benefits, under any program or activity funded under the Act.
3. The Victims of Crime Act of 1984, as amended (42 U.S.C. § 1604(e)), and all requirements imposed by or pursuant to the regulations of the Department of Justice (28 C.F.R. Part 94), to the end that, in accordance with the Act and the regulations, no person in the United States shall, on the basis of race, color, national origin, sex, religion, or disability, be discriminated against in employment, or the delivery of services or benefits, under any program or activity funded under the Act.
4. The Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13)), and all requirements imposed by or pursuant to the regulations of the Department of Justice (28 C.F.R. Part 90), to the end that, in accordance with the Act and the regulations, no person in the United States shall, on the basis of race, color, national origin, sex, religion, disability, sexual orientation, or gender identity, be discriminated against in employment, or in the delivery of services or benefits, under any program or activity either funded under the Act or administered by the Office of Violence Against Women.

D. The Provider agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal/State financial assistance, and that it is binding upon the Provider, its successors, transferees and assignees for the period during which such assistance is provided. The Provider also agrees that the Department may withhold financial assistance to any recipient found to be in violation of the above listed state and federal laws and regulations or State of Maine Executive

⁶ Technical assistance and information related to the requirements associated with these funding sources is available at <https://ojp.gov/about/offices/ocr.htm>

Order 17 FY 04/05. If any real property or structure thereon is provided or improved with the aid of Federal/State financial assistance extended to the Provider by the Department, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal/State financial assistance is extended or for another purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance shall obligate the Provider for the period during which it retains ownership or possession of the property. The Provider further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this Assurance.

E. Technical assistance and information relating to the requirements of Section A above is available as follows:

1. U.S. Department of Health and Human Services - <https://www.hhs.gov/civil-rights/for-individuals/index.html>;
2. U.S. Department of Justice - <https://ojp.gov/about/ocr/statutes.htm>;
3. U.S. Department of Agriculture - <https://www.ascr.usda.gov/directives-and-regulations>;
4. U.S. Department of Housing and Urban Development - https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws;
5. U.S. Environmental Protection Agency - <https://www.epa.gov/ocr/external-civil-rights-compliance-office-title-vi#overview>; and
6. U.S. Equal Employment Opportunity Commission - www.eeoc.gov.

FEDERAL FUNDING AWARD NOTICE

Grant Number	RHTCMS332075-01-00
Grant Award	Rural Health Transformation Program
CFDA Number	93.798
CFDA Name	Rural Health Transformation Program
Federal Awarding Agency	Centers for Medicare & Medicaid Services
FAIN	RHTCMS332075
Federal Funds Obligated	\$5,000,000.00
Federal Award Date	12/29/2025
Program Grant Administrator	Reynolds, Margaret

ATTACHMENT 3: AGREEMENT CONTACTS

ATTACHMENT 3: AGREEMENT CONTACTS	
UNIVERSITY CONTACTS	SUBCONTRACTOR CONTACTS
Administrative Contact Name: Lori Kaley, MS, RDN, LD, MSB Title: Project Director Address: University of New England 716 Stevens Avenue Portland, ME 04103 Telephone: 207.221.4551 Email: lkaley@une.edu	Administrative Contact Name: Kirsten Goodrich Title: Strategic Development Manager Address: 39 forest Ave Portland, Maine 04101 Telephone: (207)-541-6956 Email: kfaucher@portlandmaine.gov
Project Director Name: Lori Kaley, MS, RDN, LD, MSB Title: Project Director Address: University of New England 716 Stevens Avenue Portland, ME 04103 Telephone: 207.221.4551 Email: lkaley@une.edu	Project Director Name: Amanda Hutchins Title: Prevention Manager Address: 39 forest Ave Portland, Maine 04101 Telephone: (207)- 874-8618 Email: ahutchins@portlandmaine.gov
Financial Contact Name: Lu'Ann Garza, CGMS Title: Senior Grant Accountant and Financial Specialist Address: University of New England 716 Stevens Avenue Portland, ME 04103 Telephone: 207.221.4568 Email: lgarza@une.edu	Financial Contact Name: Ali Chouhad Title: Principal Finance Officer Address: 39 Forest Ave Portland, ME 04101 Telephone: 207-482-5148 Email: achouhad@portlandmaine.gov
Authorized Official Name: Nicholas D. Gere, MBA Title: Director of Research Administration Address: University of New England 11 Hills Beach Road Biddeford, ME 04005-9526 Telephone: 207.602.2011 Email: ngere@une.edu	Authorized Official Name: Danielle West Title: City Manager Address: City of Portland, Maine 389 Congress Street Portland, Maine 04101 Telephone: (207) 874-8689 Email: dwest@portlandmaine.gov

ATTACHMENT 4 – APPROVED BUDGET

The approved budget relating to this agreement is referenced under the RHTP-NEP column on Budget Form 1 and Form 2

Maine Department of Health and Human Services 		AGENCY NAME:		Sub recipient - City of Portland			
		PROGRAM NAME:		RHTP-NEP			
		AGREEMENT START DATE:		1/1/2025			
		AGREEMENT END DATE:		9/30/2026			
		DHHS AGREEMENT#:		OFI-25-351C			
REVENUE SUMMARY							
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
1	REVENUE SOURCES	TOTAL PROGRAMS (this agreement)	SERVICE: SNAP-Ed	SERVICE: Nutrition	SERVICE:	SERVICE:	SERVICE:
2			Nutrition Family	Education			
			SERVICE: SNAP-Ed 1/1/2025-9/30/2026	RHTP-NEP 5/1/2026-9/30/2026	PROGRAM & FY:	PROGRAM & FY:	PROGRAM & FY:
3	TO BE COST SHARED List by Donor or Source (Add rows as needed)*						
4	AGREEMENT FEDERAL REVENUE						
5	FEDERAL DHHS AGREEMENT FUNDS	555,023	171,761	383,262			
6	FEDERAL BLOCK GRANT AGREEMENT FUNDS	0					
7							
8	AGREEMENT STATE REVENUE						
9	STATE DHHS AGREEMENT FUNDS-GF	0					
10	STATE DHHS AGREEMENT FUNDS-FHM	0					
11	STATE DHHS AGREEMENT FUNDS-OTHER	0		0			
12	RESTRICTED UNITED WAY	0					
13	RESTRICTED MUNICIPAL/COUNTY	0					
14	OTHER RESTRICTED INCOME (PROGRAM)	0					
15		0					
16	PRIVATE CLIENT FEES (insurance + self pay)	0					
17	MEDICARE	0					
18	AGENCY COMMITMENT TO PROGRAM	0	0				
19		0					
20	TOTAL COST SHARED REVENUE	555,023	171,761	383,262	0	0	0
21	NON COST SHARED (Add rows as needed)*						
22	MAINECARE	0					
23	OTHER RESTRICTED FEDERAL/STATE	0					
24	THIRD PARTY IN-KIND	0			0		
25	PROGRAM CLIENT FEES	0					
26	PROGRAM INCOME	0					
27		0					
28		0					
29	RESTRICTED REVENUE (PURPOSE)						
30		0					0
31		0	0	0			
32		0					
33	TOTAL NON COST SHARED REVENUE	0	0	0	0	0	0
34	TOTAL REVENUE (Lines 20, 33)	555,023	171,761	383,262	0	0	0
35	TOTAL AGENCY-WIDE REVENUE	576,977,000					

* If adding rows, please make sure cells containing formulas are copied into rows added

Maine Department of Health and Human Services		AGENCY NAME:	Sub recipient - City of Portland				
		PROGRAM NAME:	RHTP-NEP				
		AGREEMENT START DATE:	1/1/2025				
		AGREEMENT END DATE:	9/30/2026				
		DHHS AGREEMENT#:	OFI-25-351C				
EXPENSE SUMMARY							
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
1	EXPENSES	TOTAL PROGRAMS	SERVICE: SNAP-Ed	SERVICE: Nutrition	SERVICE:	SERVICE:	SERVICE:
2		(this agreement)	Nutrition Family	Education			
			SERVICE: SNAP-Ed	SERVICE: Nutrition	SERVICE:	SERVICE:	SERVICE:
			1/1/2025-	5/1/2026-			
			9/30/2026	9/30/2026	PROGRAM & FY:	PROGRAM & FY:	PROGRAM & FY:
3	PERSONNEL EXPENSES						
4	SALARIES/WAGES	207,055	108,258	98,797			
5	FRINGE BENEFITS	70,763	35,453	35,310	0		
6	THIRD PARTY IN-KIND (Match Only)	0					
7	TOTAL PERSONNEL EXPENSES	277,818	143,711	134,107	0	0	0
8	CAPITAL EQUIPMENT PURCHASES						
9	SUB-RECIPIENT AWARDS	0				0	
10	ALL OTHER EXPENSES						
11	OCCUPANCY - DEPRECIATION	0	0	0			
12	OCCUPANCY - INTEREST	0	0	0			
13	OCCUPANCY - RENT	0	0	0			
14	UTILITIES/HEAT	0	0	0			
15	TELEPHONE	750	0	750			
16	MAINTENANCE/MINOR REPAIRS	0	0	0			
17	BONDING/INSURANCE	0	0	0			
18	EQUIPMENT RENTAL/LEASE	0	0	0			
19	MATERIALS/SUPPLIES	151,854	3,412	148,442			
20	DEPRECIATION (Non-Occupancy)	0	0	0			
21	FOOD	22,650	1,650	21,000			
22	CLIENT-RELATED TRAVEL	980	980	0			
23	OTHER TRAVEL	6,250	0	6,250			
24	CONSULTANTS - DIRECT SERVICE	10,400	1,000	9,400			
25	CONSULTANTS - OTHER	0	0	0			
26	INDEPENDENT PUBLIC ACCOUNTANTS	0	0	0			
27	TECHNOLOGY SERVICES/SOFTWARE	265	0	265			
28	THIRD PARTY IN-KIND (Match Only)	0					
29	TRAINING/EDUCATION	9,421	0	9,421			
30	MISCELLANEOUS	0	0	0			
31	SUBTOTAL - ALL OTHER EXPENSES	202,570	7,042	195,528	0	0	0
32	INDIRECT ALLOCATED - G&A (Line 36 x Line 37)	74,635	21,008	53,627	0	0	0
33	TOTAL ALL OTHER EXPENSES (Lines 31, 32)	277,205	28,050	249,155	0	0	0
34	TOTAL EXPENSES (Lines 7, 8, 9, 33)	555,023	171,761	383,262	0	0	0
35	TOTAL AGENCY-WIDE EXPENSES	501,099,928					
36	ALLOCATION BASE	409,625	115,300	294,325			
37	INDIRECT COST RATE (Form 4, Line 6)	18.22%	18.22%	18.22%	18.22%	18.22%	18.22%

Maine Department of Health and Human Services 		AGENCY NAME:		Sub recipient - City of Portland	
		PROGRAM NAME:		RHTP-NEP	
		AGREEMENT START DATE:		5/1/2026	
		AGREEMENT END DATE:		9/30/2026	
		DHHS AGREEMENT#:		OFI-25-351C	
		PROGRAM NAME:		RHTP-NEP 5/1/2026-9/30/2026	
DIRECT PERSONNEL EXPENSES					
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
	PERSONNEL EXPENSES				
	POSITION TITLE	CREDENTIAL	(eg. TOTAL ANNUAL SALARY	TOTAL # HOURS SPENT ON	TOTAL DIRECT PROGRAM SALARY
1	DIRECT CARE/CLINICAL STAFF				
2	Frances Bray-Bateman	Community Health Promotion Specialist	60,167.00	812.50	25,070.00
3	Riley Richardson	Community Health Promotion Specialist	57,790.00	406.25	12,040.00
4	TBD	Community Health Promotion Specialist	54,873.00	812.50	22,864.00
5	TBD	Community Health Promotion Specialist	54,873.00	812.50	22,864.00
6					0.00
7					
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14	TOTAL FTE	1.46		2,843.75	82,838.00
ADMINISTRATIVE STAFF (Non Indirect Allocated)					
15					
16	Jane Winarta	Program Coordinator	76,605.00	406.25	15,959.00
17					0.00
18					0.00
19					0.00
20	TOTAL FTE	0.21		406.25	15,959.00
21	Equivalent Full-time Hours	1950		TOTALS	3,250.00
98,797.00					
COLUMN 7			COLUMN 8		
TOTAL FRINGE BENEFITS			SUMMARY		
22	TYPE OF BENEFIT (SPECIFY)	DIRECT EXPENSE	% SALARY	ITEM	DIRECT
23	FICA & MEDICARE TAX	1,433.00	1.45%	TOTAL SALARY	98,797.00
24	UNEMPLOYMENT INSURANCE	0.00		TOTAL FRINGE	35,310.00
25	WORKERS' COMPENSATION	1,304.00	1.32%	TOTAL	134,107.00
26	HEALTH/DENTAL	22,002.00	22.27%	REMARKS: Maine Paid Family/Medical Leave	
27	PENSION	10,077.00	10.20%		
28	OTHER	494.00	0.50%		
29	TOTAL FRINGE BENEFITS	35,310.00	35.74%		
COLUMN 9					
CONSULTANTS- DIRECT SERVICE					
31	SERVICE	NAME	CREDENTIAL	HOURLY RATE	# ANNUAL HOURS
32	CHW Translation & Interpretation	TBD		40.00	235.00
33					9,400.00
34					0.00
35					0.00
				TOTAL	9,400.00

**Maine Department of
Health and Human Services**



AGENCY NAME:

Sub recipient - City of Portland

PROGRAM NAME:

RHTP-NEP

AGREEMENT START DATE:

5/1/2026

AGREEMENT END DATE:

9/30/2026

DHHS AGREEMENT#:

OFI-25-351C

INDIRECT ALLOCATION (G&A) SUMMARY

Non-profit organizations with one major function where all costs are charged to one fund/agreement typically do not have indirect costs. All costs, be they administrative or program, are charged to one agreement. Non-profit organizations with one major function that also have fundraising expenses must segregate general and administrative costs (indirect) to both program and fundraising expenses and must establish an indirect cost pool. The simplified allocation method is recommended for these agencies (See OMB A-122, Attachment A, D. 2. Simplified allocation method).

1 Does your agency have indirect costs? **Yes** ☒ **No** ☐

If **NO**, disregard the remainder of this Form and Forms 4A & 4B. If **YES**, proceed below:

2 Does your agency have an approved indirect cost rate? ☐ ☒

If **NO**, proceed below. If **YES**, enter rate here. **INCLUDE RATE LETTER**

3 In general, there are three methods of allocating indirect costs: The simplified allocation method, the multiple allocation method, or the direct allocation method. (See OMB A-122, Attachment A, D. Allocation of Indirect Costs and Determination of Indirect Cost Rates for guidance).

What method of allocation does your agency use to spread its indirect costs?

a. Simplified Allocation Method	☒	(Circular A-122, D, 2)
b. Multiple Allocation Method	☐	(Circular A-122, D, 3)
c. Direct Allocation Method	☐	(Circular A-122, D, 4)
d. Other _____	☐	

4 Indicate your agency's distribution base and provide the amount:

	√	<i>Distribution Base</i>
a. Total Salaries	☐	
b. Modified Total Direct Costs	☐	
c. Other _____	☒	294,324.96

5 Total Agency-Wide Indirect Costs - Budget Form 4A, Line 26

6 Agency Indirect Cost Rate (Line 5 divided by Line 4) De minimis Rate

Multiply the Indirect Cost Rate in Box 6, which links to Budget Form 2, Line 38, by the allocation base on Budget Form 2, Line 37 to calculate the Indirect Allocated G&A on Budget Form 2, Line 33.

Maine Department of Health and Human Services 	AGENCY NAME:	Sub recipient - City of Portland	
	PROGRAM NAME:	RHTP-NEP	
	AGREEMENT START DATE:	5/1/2026	
	AGREEMENT END DATE:	9/30/2026	
	DHHS AGREEMENT#:	OFI-25-351C	
	PROGRAM NAME:	RHTP-NEP 5/1/2026-9/30/2026	

EXPENSE DETAILS			
LINE	COLUMN 1	COLUMN 2	COLUMN 3
	NAME OF LINE ITEM	AMOUNT (from Form 2)	DETAIL (Use Form 5A if this space is insufficient for required information)
8	CAPITAL EQUIPMENT PURCHASES (provide your agency's capitalization policy)		
9	SUB-RECIPIENT AWARDS (provide detailed list)		
11	OCCUPANCY - DEPRECIATION (provide depreciation schedule)		
12	OCCUPANCY - INTEREST		
13	OCCUPANCY - RENT (provide name of landlord and physical address)		
14	UTILITIES/HEAT		
15	TELEPHONE	750	Cell phone reimbursement : (5 staff X 30\$ X 12 month = \$1800) \$150/month x 5= \$750 for 5 months
16	MAINTENANCE/MINOR REPAIRS		
17	BONDING/INSURANCE		
18	EQUIPMENT RENTAL/LEASE		
19	MATERIALS/SUPPLIES	148,442	Details provided on Form 5A Materials and Supplies
20	DEPRECIATION - NON-OCCUPANCY (provide depreciation schedule)		
21	FOOD	21,000	20,000 / 5 months= 4,000 a month, \$1,000 per staff/ month. Each educator hosts an average of 4 classes a week, with 40-60 kids. 1000/ 4 classes= \$250 per class. We will also buy dry goods and bulk food items with funds that remain (1000)
22	CLIENT-RELATED TRAVEL (limited to State Rate \$0.56/mile eff. 11/1/25, prior rate \$0.54/mile) Indicate your rate in Column 3		
23	OTHER TRAVEL (limited to State Rate \$0.56/mile eff. 11/1/25, prior rate \$0.54/mile) Indicate your rate in Column 3	6,250	6250 / 5 months = \$1250/ month 1250 / 5 staff = \$250 month in mileage per staff
25	CONSULTANTS - OTHER (provide detailed information)		
26	INDEPENDENT PUBLIC ACCOUNTANTS		
27	TECHNOLOGY SERVICES/SOFTWARE	265	Adobe, editing software for video.
29	TRAINING/EDUCATION	9,421	Conference (\$97.88 x 5 = \$489.40); Health at Every Size Membership (\$200.00 x 5 = \$1,000.00); Maine Food Convergence Conference (\$250.00 x 4 = \$1,000.00); Food Handling ServSafe Certification (\$59.00 x 4 = \$236.00); CPR Training Through CPR Professionals of Maine (\$60.00 x 5 = \$300.00); Maine Nutrition Council Organizational Membership (\$100 x 1 = \$100.00); 2026 SNEB & ASNNA Conference (\$750.00 x 4 = \$3,000.00); National Nutrition Certification Program – Advanced Nutrition Foundations for Professional Practice (\$449 x 4 = \$1,796.00); MPHA Membership (\$75 x 5 = \$375.00); APHA Membership (\$75 x 5 = \$375.00); ME Farm to Institute Summit (\$75 x 5 = \$375.00).
30	MISCELLANEOUS (provide quantified breakdown for items within Miscellaneous; use Form 5A for additional details)		

Bus passes
Fidget /classroom management tools
Partial waterproof floor for office
Smartboard
Recording Equipment (for lessons)
Recording Equipment for PSE
Amazon Tablets
Blender Bikes
Pocket Talk Translator
(blenders for bulk and blenders for
StoryWalks
kits
supplies & visual aids

disbursed, the bus pass identification # and the participant's name (or non-identifying number) with lessons in an expressive format (i.e., creating favorite foods, sample myplates) transported to other sites if they face a similar issue video demos. This board would help with lesson facilitation lessons

education information and photography of items for nutrition education kits need voice or photo prompts

fairs, and schools. This purchase allows for children and adults to find excitement, and joy when participating in a cost of interpretation services. This purchase also supports assisting community members with SNAP related a day, the multiple blenders/larger industrial cutting boards at the office allow for more efficiency for prep. on the

bins for dry goods storage, large tote for equipment, whisk, can opener, rubber scraping spatula, flipping spatula, across the county to reach rural areas, and groups of various ages - namely requested by our ECEs and senior

Maine Department of Health and Human Services 		RIDER F-1 PRO FORMA (see instructions and MAAP IV)			
COST SETTLED PRO FORMA					
AGENCY NAME:		Sub recipient - City of Portland			
FISCAL YEAR END:		6/30/2026			
FUNDING DEPARTMENT:		DHHS			
DHHS AGREEMENT#:		OFI-25-351C			
COMPONENT START DATE:		5/1/2026			
COMPONENT END DATE:		9/30/2026			
DHHS AGREEMENT AMOUNT IN COMPONENT:		383,262			
PROGRAM NAME:		RHTP-NEP 5/1/2026-9/30/2026			
PART I: AGREEMENT TOTALS					
		REVENUE	EXPENSE	BALANCE	
1	PER AGREEMENT BUDGET	383,262	383,262	0	
AGREEMENT ADJUSTMENTS					
2				0	
3				0	
4				0	
5				0	
6				0	
7				0	
8				0	
9	TOTAL ADJUSTMENTS	0	0	0	
10	TOTALS AVAILABLE FOR COST SHARING	383,262	383,262	0	
PART II: AGREEMENT COST SHARING					
		PERCENTAGE	REVENUE	EXPENSE	BALANCE
11	AGREEMENT # (STATE FUNDS)	0.00%			0
12	AGREEMENT # (FEDERAL FUNDS)	100.00%	383,262	383,262	0
13	ALL OTHER - UNRESTRICTED	0.00%			0
14	ALL OTHER - RESTRICTED (PROGRAM)	0.00%			0
15	TOTALS	100.00%	383,262	383,262	0
NOTES TO ADJUSTMENTS					

Maine Department of Health and Human Services 	RIDER F-2 AGREEMENT COMPLIANCE FORM
AGREEMENT COMPLIANCE FORM	
AGENCY NAME:	Sub recipient - City of Portland
PROGRAM NAME:	RHTP-NEP
AGREEMENT START DATE:	1/1/2025
AGREEMENT END DATE:	9/30/2026
DHHS AGREEMENT#:	OFI-25-351C

This section identifies compliance requirements that must be considered in audits of agreements between the Department and a Community Agency. Below is a summary of required compliance tests as well as sections within the agreement award relevant to such testing. Failure to comply with any of these areas could lead to material deficiencies.

☒ Review the **Federal** compliance requirements specific to the following CFDA identifiers:

CFDA #	93.798	CFDA #	
CFDA #	10.561	CFDA #	

and review all the State compliance requirements listed below that apply to Federal Funds.

☒ Review the **State** compliance requirements in applicable areas specified below:

☒ 1 **INTERNAL CONTROL**

☒ 2 **STANDARD ADMINISTRATIVE PRACTICES**

a. 2 CFR 200 Subpart D

b. **Department Additions**
Program Budget

☒ 3 **ACTIVITIES ALLOWED OR UNALLOWED**

Rider A

☒ 4 **ALLOWABLE COSTS/COST PRINCIPLES**

☒ 2 CFR 200 Subpart E

☒ 5 **CASH MANAGEMENT**

☒ 6 **ELIGIBILITY**

Rider A

☐ 7 **EQUIPMENT AND REAL PROPERTY MANAGEMENT**

☐ 8 **MATCHING, LEVEL OF EFFORT, EARMARKING**

☒ 9 **PERIOD OF PERFORMANCE OF FUNDS**

☒ 10 **PROCUREMENT AND SUSPENSION AND DEBARMENT**

☒ 11 **PROGRAM INCOME**

☒ 12 **REPORTING**

Rider A

☐ 13 **SUB-RECIPIENT MONITORING**

☐ 14 **SPECIAL TESTS AND PROVISIONS**

☒ 15 **AGREEMENT SETTLEMENT METHOD**
(Check all that are applicable)

☒ **COST SETTLED**

☐ **FEE FOR SERVICE**

☒ **Full form review by DCM Staff**

ATTACHMENT 5 – APPROVED WORK PLANS

Work plans are not applicable for this planning phase of the program

ATTACHMENT 6 – INVOICE TEMPLATE

Organization Name

Address
Address
Address

UNE Office use only:

PO:
29032N-71738 \$ -

Agency	Purchase Order	Report Period	Date	Invoice Number
University of New England 11 Hills Beach Rd Biddeford ME				
Title	Grant/Contract No.	Project Period	PI	Final
RHTP-NEP: Nourish ME	OFI-25-351C	5/1/26-10/30/26	Lori Kaley, MS, RDN, MSB	NO

INVOICE NEEDS TO BE CERTIFIED BELOW INCLUDING CONTACT INFORMATION

Category	January 1900	Year to Date Expenditures	Approved Budget	Budget Balance
Professional Salaries	\$ -	\$ -		\$ -
Fringe Benefits	\$ -	\$ -		\$ -
Capital Equipment Purchases	\$ -	\$ -		\$ -
Occupancy-Rent	\$ -	\$ -		\$ -
Utilities/Heat	\$ -	\$ -		\$ -
Telephone	\$ -	\$ -		\$ -
Maintenance/Minor Repairs	\$ -	\$ -		\$ -
Insurance	\$ -	\$ -		\$ -
Equipment Copier/Lease	\$ -	\$ -		\$ -
Materials/Supplies	\$ -	\$ -		\$ -
Food	\$ -	\$ -		\$ -
Travel	\$ -	\$ -		\$ -
Consultant	\$ -	\$ -		\$ -
Independent Public Accountants	\$ -	\$ -		\$ -
Technology Services/Software	\$ -	\$ -		\$ -
Indirect Costs	\$ -	\$ -		\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -

This invoice auto populates from the related expense report and has some cells that are locked.

Once this invoice is approved, the amounts listed on the expense report and correlating invoice should not be adjusted. If you need to make an adjustment, please do so in the following month.

Certification: I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Insert Name _____ Date _____
Insert Title _____
Insert Contact Telephone Number _____

Invoice prepared by: _____
Contact information: _____

SUBRECIPIENT EXPENSE REPORT

Personnel \$ -					
Name (dates associated with hours on expense report, ie	Rate	Hours	Wages	Fringe	Total
1			\$ -	\$ -	\$ -
2			\$ -	\$ -	\$ -
3			\$ -	\$ -	\$ -
4			\$ -	\$ -	\$ -
5			\$ -	\$ -	\$ -
6			\$ -	\$ -	\$ -
7			\$ -	\$ -	\$ -
8			\$ -	\$ -	\$ -
9			\$ -	\$ -	\$ -
10			\$ -	\$ -	\$ -
11			\$ -	\$ -	\$ -
Totals			\$ -	\$ -	\$ -

Food and Food Related Supplies (cups, towels, bags) \$ -			
Vendor Name	Date	Total	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
34			
36			

Travel \$ -						
Name	Mileage Rate	Miles	Lodging & Meals	Dates (ie. 1/1-1/31	Tolls & Fees	Total
1	\$ 0.56					\$ -
2	\$ 0.56					\$ -
3	\$ 0.56					\$ -
4	\$ 0.56					\$ -
5	\$ 0.56					\$ -
6	\$ 0.56					\$ -
7	\$ 0.56					\$ -
8	\$ 0.56					\$ -
9	\$ 0.56					\$ -
10	\$ 0.56					\$ -
11	\$ 0.56					\$ -
12	\$ 0.56					\$ -

Nutrition Education Materials/NERI \$ -			
Vendor name	NOTE: If receipt has Food and NEM, please report the entire receipt under the	Date	Total
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Office Supplies/Printing/Postage \$ -		
Vendor Name	Date	Total
1		
2		
3		
4		
5		
6		
7		
8		

Equipment (skillets, blenders, comp \$ -		
Vendor Name	Date	Total
1		
2		
3		
4		
5		
6		
7		
8		

Operations \$ -			
	Cost	%	Total
1 Rent		0.00%	\$ -
2 Utilities/Heat		0.00%	\$ -
3 Telephone		0.00%	\$ -
4 Maintenance		0.00%	\$ -
5 Insurance		0.00%	\$ -
6 Equipment/Copier Lease		0.00%	\$ -
7 Independent Accountant		0.00%	\$ -
8 IT and Technology Services		0.00%	\$ -

Consultants \$ -		
Name	Date	Total
1		
2		
3		
4		

Indirect Costs \$ -		
Allocation Base	Rate	Total
\$ -		\$ -

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 23, 2026

SUBJECT: Order 14-26/27 Accepting and Appropriating a \$4,028 Donation from Diane Ricciotti for the Portland Police Department - Sponsored by Danielle P. West, City Manager

SPONSOR: City Manager Danielle West

(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 7/20/2026

Final Action 8/24/2026

Can action be taken at a later date: No

Does this item involve a new contract with the City: No

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

I. SUMMARY

Accept and appropriate \$4,028 donation from Diane Ricciotti for the purchase of a ballistic vest for a newly-certified Portland Police K9 officer.

II. AGENDA DESCRIPTION

This item accepts and appropriates a \$4,028 donation from Diane Ricciotti specifically to be utilized for the purchase of a ballistic vest for a new police canine.

The vest is a lightweight body armor designed for police, military, and working dogs that shields vital organs from gunshots, stabbings, explosives, and blunt force trauma while maintaining full mobility for high-threat operations.

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

III. BACKGROUND

Portland Police K9 officers play a vital role in keeping our City safe. Every day, police K9s are deployed into high-risk situations—such as tracking armed suspects, searching buildings, or subduing violent offenders—where they face the same physical dangers as their human handlers. While human officers wear body armor as a standard safety protocol, these dogs often enter dangerous areas entirely unprotected, leaving them vulnerable to stabs, slashes, and gunfire. A protective vest shields a K9's vital organs, significantly increasing their chances of surviving a lethal assault. The purchase of the K9 Storm vest will help to protect a valued member of the law enforcement team.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Acquire a protective vest specifically designed and custom fitted to a specific Portland Police canine officer.

V. FINANCIAL IMPACT

No financial impact.

VI. STAFF ANALYSIS AND BACKGROUND

Diane Ricciotti contacted the Police Department requesting to purchase one or more ballistic vests for PD K9 officers. PD has a recently certified K9 for whom this would be an appropriate donation.

VII. RECOMMENDATION

Accept and appropriate the gift.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$4k Donation from Diane Ricciotti for PPD
2. CC Agenda Item Memo - K9 Vest Donation .docx

Prepared by:

Date: 06/23/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$4,028 DONATION FROM DIANE
RICCIOTTI FOR CANINE BALLISTIC VEST**

ORDERED, that a donation of \$4,028 from Diane Ricciotti is hereby accepted and appropriated to the Police Department to be utilized for the purchase of one canine ballistic vest; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

MEMORANDUM
City Council Agenda Item

FROM: Paul Jason King, Major, Portland Police Department

DATE: June 22, 2026

SUBJECT: Order Accepting and Appropriating a \$4,028 donation from Diane Ricciotti for the purchase of a ballistic vest for a PPD K9 officer

SPONSOR: Danielle P. West, 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 date: 7/20/26

Final Action date: 8/24/26

Can action be taken at a later date: No

PRESENTATION:

I. SUMMARY

Accept and appropriate \$4,028 donation from Diane Ricciotti for the purchase of a ballistic vest for a newly-certified Portland Police K9 officer.

II. AGENDA DESCRIPTION

This item accepts and appropriates a \$4,028 donation from Diane Ricciotti specifically to be utilized for the purchase of a ballistic vest for a new police canine.

III. BACKGROUND

Portland Police K9 officers play a vital role in keeping our City safe. Every day, police K9s are deployed into high-risk situations—such as tracking armed suspects, searching buildings, or subduing violent offenders—where they face the same physical dangers as their human handlers. While human officers wear body armor as a standard safety protocol, these dogs often enter dangerous areas entirely unprotected, leaving them vulnerable to stabs, slashes, and gunfire. A protective vest shields a K9's vital organs, significantly increasing their chances of surviving a lethal assault. The purchase of the K9 Storm vest will help to protect a valued member of the law enforcement team.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Acquire a protective vest specifically designed and custom fitted to a specific Portland Police canine officer.

FINANCIAL IMPACT

No financial impact

V. STAFF ANALYSIS AND BACKGROUND

Diane Ricciotti contacted the Police Department requesting to purchase one or more ballistic vests for PD K9 officers. PD has a recently certified K9 for whom this would be an appropriate donation.

VI. RECOMMENDATION

Accept and appropriate the gift.

VII. LIST ATTACHMENTS

Order

Prepared by: Nicole Albert, Associate Corporation Counsel

Date: June 17, 2026

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 8, 2026

SUBJECT: Order 15-26/27 Amendment to Portland City Code Chapter 4 RE: Event Licenses - Sponsored by Wesley Pelletier, City Councilor

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(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 action cannot be taken at a later date, please explain why. **Do NOT** write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

If approved, this order would amend Chapter 4, Section 51 of the Portland City Code to exempt single day entertainment permits from the 100-foot buffer requirement between licensed entertainment venues. While the Housing & Economic Development Committee (HEDC) has recommended a permanent removal of this buffer, that process requires Planning Board review and will not be immediately finalized.

This measure provides a temporary solution during peak season to relieve financial pressure on local businesses by temporarily bypassing the buffer requirement, acting as an interim solution while a permanent change completes its standard review.

This item must be read on two separate days. Councilor Pelletier is requesting that the second reading be waived, which requires seven affirmative votes. Councilor Pelletier also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Ch 4 re Event Licenses
2. 2026.07.20 Memo - Event Licenses

Prepared by:

Date: 07/08/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 4 RE: EVENT LICENSES**

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

1. *That the Section 51 of the Portland City Code Chapter 4 is hereby amended to read as follows:*

DIVISION 2. LICENSE*

Sec. 4-51. Required.

(a) Except as set forth in section 4-51(b), No person shall conduct, or permit to be conducted on a premises, or other location owned or controlled by that person, any entertainment without first obtaining a-the appropriate license described in this subsectionas provided in this Article.

~~(b) Single Event Entertainment License – Private Property. A Single Event Entertainment License – Private Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period at the premises for which the license is issued. No more than five Single Event Entertainment Licenses may be issued for events at any one premises in any twelve-month period.~~

~~(c) Single Event Entertainment License – Public Property. A Single Event Entertainment License – Public Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period on City-owned property. Multiple events by the same party and on the same City-owned property may be combined into one license.~~

~~(d)~~1. *Indoor Entertainment License.* An Indoor Entertainment License shall allow the licensee to conduct indoor entertainment only at the premises for which the license is issued.

~~(e)~~2. *Outdoor Entertainment License.* An Outdoor Entertainment License shall allow the licensee to conduct outdoor entertainment only at the premises for which the license is issued.

~~(f)~~3. *Combined Entertainment License.* A Combined Entertainment License shall allow the licensee to conduct indoor and/or outdoor entertainment at the premises for which the license is issued.

~~(g)~~4. *Large Capacity Entertainment License.* Large Capacity Entertainment License means an entertainment license issued pursuant to subsections 4-51(~~1d~~), (~~e~~2), or (~~f~~3) for entertainment at a Large Capacity Venue.

(b) A person who desires to conduct a single entertainment event on private property owned or controlled by that person or on public property must first obtain the appropriate license described in this subsection.

1. Single Event Entertainment License - Private Property. A Single Event Entertainment License - Private Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period at the premises for which the license is issued. No more than five Single Event Entertainment Licenses may be issued for events at any one premises in any twelve-month period.

2. Single Event Entertainment License - Public Property. A Single Event Entertainment License - Public Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period on City-owned property. Multiple events by the same party and on the same City-owned property may be combined into one license.

~~(ch)~~ *Expanded Entertainment Addendum.* An Expanded Entertainment Addendum shall be in addition to any entertainment license and shall allow the licensee to conduct after-hours

entertainment and/or to exceed the applicable sound limits.
Expanded Entertainment Addendum shall be at the sole discretion of
the City Manager.

Sec. 4-52. Application.

Mayor and Council Offices

Wesley Pelletier

City Councilor

July 20, 2026



RE: Order 15-26/27 Amendment to Portland City Code Chapter 4 RE: Event Licenses

Date This spring, several businesses and organizations seeking to hold events with amplified music reached out as they were prevented from doing so by a provision in the land use code barring entertainment licenses, as laid out in 4-51(a), from being within 100 feet from any business that currently holds an entertainment license. The Housing and Economic Committee recently met to discuss removing this restriction from the land use code altogether and recommended it be sent to the Planning Board. That process may take months, however, costing these businesses much needed revenue during peak season.

In the interest of mitigating that impact, this amendment moves the Single Event Licenses into a new subsection, 4-51(b), thus exempting them from the 100 foot buffer zone while maintaining all other regulations, such as noise mitigation and Permitting and Licensing discretion. This change will allow impacted businesses to seek licenses for each individual event they hold while, again, the more formal process is undertaken to review and make changes to long-term licenses.

Sincerely,

Wes Pelletier

Portland City Council, District 2

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 8, 2026

SUBJECT: Order 16-26/27 Amendment to Portland City Code Chapter 6 RE: National Electric Code - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(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 action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Maine Electricians' Examining Board recently adopted the 2026 edition of the National Electrical Code ("NEC"), effective July 1, 2026. This Order updates Chapter 6 of the City Code to incorporate the most recent version of the NEC by reference. By aligning the City Code with state law, this amendment ensures ongoing compliance and eliminates the need for future revisions whenever the state board updates the NEC.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch6 re National Electric Code

Prepared by:

Date: 07/08/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

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**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 6 RE: National Electric Code**

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

1. *That the Section 98 of the Portland City Code Chapter 6 is hereby amended to read as follows:*

DIVISION 2. - BUILDING STANDARDS

Sec. 6-98. Adoption of standardized codes.

(a) The City hereby adopts the following codes by reference, pursuant to 30-A M.R.S. § 3003:

1. The Maine Uniform Building and Energy Code ("MUBEC"), as required by 10 M.R.S. § 9724;
2. The appendix to the Maine Uniform Building and Energy Code ("MUBEC") containing optional energy conservation and efficiency requirements, as provided by 10 M.R.S. §9722, sub-§6, ¶10; and
3. The National Electric Code, NFPA 70 ~~(2020)~~ ("NEC") that is adopted by the Electricians' Examining Board pursuant to 32 M.R.S. § 1153-A.

(b) MUBEC and the appendix to MUBEC containing optional energy conservation and efficiency requirements shall be enforced by the building authority, which shall be accomplished through inspections performed by the City building official and code enforcement officers, pursuant to 25 M.R.S. § 2373.
