

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
ROBERTO RODRÍGUEZ (A/L)



ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

CITY COUNCIL MEETING - JUNE 3, 2024 AT 5:00 PM

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Mark Dion, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day 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.

To watch the meeting remotely, please visit <https://portlandme.portal.civicclerk.com/event/6489/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

SPECIAL MEETING:

Order 215-23/24 Approving Merger of the Portland Fish Pier Authority with the Portland Fish Exchange and Other Actions - Sponsored by The Housing and Economic Development Committee, Councilor Pious Ali, Chair

Following the recommendation from the Housing and Economic Development Committee at its meeting held on January 23, 2024, this Agenda item proposes to merge the Boards of Directors for the Portland Fish Pier Authority and the Portland Fish Exchange into a single governance entity. If passed, the merged quasi-municipal corporation will be called the Portland Fish Pier Authority. The Portland Fish Exchange will continue to operate as an operational unit of the merged organization. The primary purpose of the merger is to bring budgetary stability, transparency and accountability where a single Board of Directors oversees an integrated budget for the City's seafood related enterprises. The tenants, customers, and employees of the merged unit will not experience any disruptions of service or significant change in operations as a result of the merger.

The Housing and Economic Development Committee, Councilor Pious Ali/Chair, reviewed this item at its January 23, 2024, meeting and voted 4-0 to forward this to the City Council for approval.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting- May 20, 2024

PROCLAMATIONS:

Proclamation 32-23/24 Recognizing June 19, 2024 as Juneteenth - Sponsored by Mark Dion, Mayor

APPOINTMENTS:

Order 216-23/24 Appointing Constables for Parks, Recreation & Facilities and The Jetport Garage for 2024 - Sponsored by Danielle P. West, City Manager

This order appoints the following Parks, Recreation & Facilities Department employees as constables in order to enforce ordinances in the Portland City Code:

Rangers Michael Vincent, Liam Claussen, Taylor Dugan, Neve Cawley, Aidan Foss, Joseph Moore, Sage Newcomb, Olivia Mills;
Waterfront Employees Eric Crandall, Toni Doucette; and Cemeteries Employee Fezarde Legaspi.

This order also appoints the following Jetport garage employees as constables in order to enforce ordinances in the Portland City Code: Dominic Costello, James Rogan, John Taylor, Timothy Welch, Michael Collins, Richard Christensen, Steve Moreau, Shawn McGovern, Anthony Palermo.

This appointment is effective 10 days after passage until 12:00 midnight, December 31, 2024, 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 their duties, or to make arrests or issue parking tickets.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 217-23/24 Declaring July 4, 2024 the July 4th Festival - Sponsored by Danielle P. West, City Manager

The City of Portland are prepared to host a fireworks display on the 4th of July. The City has sponsored the July 4th fireworks and activities on the Eastern Promenade for a number of years. The display will be held on Thursday, July 4, 2024 in its usual spot on the Eastern Promenade with the fireworks set to go off at approximately 9:15 PM. A rain date is scheduled for Friday, July 5th 2024.

Like last year, the celebration will be based around the fireworks display presented by Central Maine Pyrotechnics. There will be a musical performance by the Casco Bay Wind Symphony in the middle parking lot of Cutter Street from 7:00 PM - 9:00 PM. The City will be managing food vendors as has happened in the past.

The Festival runs from 6:00 am (closing of Cutter Street) to 11:00 pm Thursday July 5, 2024. (Rain date is Friday July 5, 2024).

Order 218-23/24 Granting Municipal Officers' Approval of Sabouk LLC, dba Rosies Restaurant and Pub. Application for Class XI Restaurant/Lounge with

Indoor Entertainment with Parklets and Outdoor Dining on Public Property at 330 Fore Street - Sponsored by Danielle P. West, City Manager

Application was filed on 4/29/24. Change of Ownership of an existing establishment. New City and State applications.

Order 219-23/24 Granting Municipal Officers' Approval of Highroller LLC, dba Highroller Lobster Company. Application for Outdoor Dining on Public Property at 106 Exchange Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/16/24. Existing establishment expanding Outdoor Dining on Public Property. New City and State applications.

Order 220-23/24 Granting Municipal Officers' Approval of Allagash Brewing Company, dba Allagash Brewing Company. Application for Outdoor Dining on Private Property at 50 Industrial Way - Sponsored by Danielle P. West, City Manager

Application was filed on 5/2/24. Existing Establishment relocating the outdoor dining space on private property. New City and State applications.

Order 221-23/24 Granting Municipal Officers' Approval of Bread and Olive LLC, dba Bread and Olive. Application for Outdoor Dining on Public Property at 937 Congress Street- Sponsored by Danielle P. West, City Manager

Application was filed on 5/1/24. Existing establishment adding Outdoor Dining on Public Property. New City and State applications.

Order 222-23/24 Granting Municipal Officers' Approval of Bread and Oscar Pizza LLC, dba Otto. Application for Indoor Entertainment at 250 Read Street- Sponsored by Danielle P. West, City Manager

Application was filed on 5/10/24. Existing establishment adding Indoor Entertainment. New City application.

Order 223-23/24 Granting Municipal Officers' Approval of Portland Jamboree LLC, dba Camp Pennant. Application for Class XI Restaurant/Lounge with and Outdoor Dining on Private Property at 250 Commercial Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/10/24. Change of Ownership of Liquid Riot, an existing establishment. New City and State applications.

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

BUDGET ITEMS:

COUNCIL ACTION ON THE MUNICIPAL BUDGET WILL TAKE PLACE AFTER PUBLIC COMMENT. PUBLIC COMMENT AND FIRST READS OF ALL MUNICIPAL BUDGET ORDERS TOOK PLACE ON MAY 20, 2024.

Order 198-23/24 Approving Fiscal Year 2025 Administrative Fees for Legal, Parking, Fire, Planning, Public Works, and Parks Recreation & Facilities - Sponsored by the Finance Committee, Anna Trevorow, Chair

This order authorizes administrative charges in the Legal Department (Legal Services fee), Parking Division (Thames & Ocean Gateway Parking Lots, and Elm & Spring Street Garage Hourly & Monthly), Fire (Outside Detail), Planning (Various fees), Public Works (Solid Waste Bag fees & Street Openings Permits) and Parks, Recreation & Facilities (Athletic Fields & Recreation Before School Program).

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 199-23/24 Authorizing the City Manager To Enter into Certain Agreements To Implement the Fiscal Year 2025 Human Resources and Certain Fringe Benefits Budgets - Sponsored by the Finance Committee, Anna Trevorow, Chair

This order authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for Fiscal Year 2025 to implement portions of human resources, medical, workers' compensation, and liability budgets.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 200-23/24 Approving the Fiscal Year 2025 Self-insured Liability Program - Sponsored by the Finance Committee, Anna Trevorow, Chair

This order establishes the limit of the City's liability as \$400,000 as required by the Maine Tort Claims Act and states the City's commitment to "self-insure" for such liability by approving funds for this purpose.

This item was postponed on May 20 to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 201-23/24 Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by the Finance Committee, Anna Trevorow, Chair

This order would authorize the Director of Parks, Recreation and Facilities or their designee to sign rental contracts and set associated fees. This authorization is required annually.

Staff has historically set fees and signed rental agreements for City facilities including but not limited to Merrill Auditorium, the Portland Exposition Building, Ice Arena, Riverside Golf Course, Portland cemeteries, and Ocean Gateway. These facilities host hundreds of events annually, and fees are determined based on the unique staffing levels and services they require.

The City's Legal Department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing, are reviewed by legal prior to being changed.

Venues/programs overseen by this Department are run in a business-like manner and need the flexibility to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

This item was postponed on May 20 to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 202-23/24 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2025 Health & Human Services Budget - Sponsored by the Finance Committee, Anna Trevorow, Chair

This order authorizes the City Manager to enter into standard agreements and amendments to those standard agreements to receive reimbursement for services by the Health and Human Services Department. In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 203-23/24 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by the Finance Committee, Anna Trevorow, Chair

This order authorizes the City Manager to accept and appropriate existing and new scholarship trusts and to enter into standard form trust agreements as approved by Corporation Counsel.

This item was postponed on May 20 to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 204-23/24 Authorizing the Director of Parks, Recreation and Facilities to Accept Donations up to \$10,000 for Parks, Recreation & Facilities Department Programs and City Funds - Sponsored by the Finance Committee, Anna Trevorow, Chair

The Parks, Recreation & Facilities Department receives frequent donations for many of the programs it works on and with, like the Land Bank, the Portland Youth Corps, and the Tree Trust. This order will allow the department director to accept donations as much as \$10,000 without needing to receive approval from the City Council.

This item was postponed on May 20 to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 205-23/24 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by the Finance Committee, Anna Trevorow, Chair

This item will give Corporation Counsel a standing authorization to undertake civil actions to collect any delinquent personal property taxes that arise during the course of the fiscal year. Otherwise, it would be necessary for the City Council to specifically authorize each individual legal action. This general authorization will take the place of the case-by-case approach.

This item was postponed on May 20 to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 206-23/24 Authorizing Non-Union Wage Adjustment - Sponsored by the Finance Committee, Anna Trevorow, Chair

This Order authorizes the City Manager to utilize a 3.0% Cost of Living Adjustment (COLA) for pay adjustments for non-union employees, elected officials, the City Clerk and Corporation Counsel.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 207-23/24 Designating Fiscal Year 2025 Funds for Specific Island Services - Sponsored by the Finance Committee, Anna Trevorrow, Chair

The municipal budget includes \$45,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY25:

- Item A: Summer Bike Program Tickets (CBL): \$250
- Item B: Needs Based PI Resident Tickets (CBL): \$2,000
- Item C: PI Student Tickets (CBL): \$3,500
- Item D: Welch Street Webcam: \$4,500
- Item E: Internet Subscription (Webcam): \$2,700
- Item F: Island Taxi (ITS): \$22,320
- Item G: PI Council Administrative Expenses: \$2,150
- Item H: Peaks Island Children's Workshop (Updated Classroom Supplies): \$3,210
- I: New Brackett Church (Ceiling Mount Projector 50% share): \$720
- Item J: Island Compost Project: \$2,400
- Item K: Peaks Island Historical Society (mid-1700s Ye Olde Trott Burial Ground Ongoing Restoration): \$1,250

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 208-23/24 Appropriating \$9,300,000 in Fund Balance - Sponsored by the Finance Committee, Anna Trevorrow, Chair

This order appropriates \$9,300,000 from Assigned Fund Balance for pension obligation bond debt service payments due in Fiscal Year 2025.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 209-23/24 Amendment to Portland City Code Chapters 10, 24, 25, and 28 Re: Various Fee Increases for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorrow, Chair

This item amends various sections of Portland City Code to increase the following fees: an increase in the Inspection Sticker fee from \$25 to \$35 (Section 10-18), an increase in the AES Box Annual Maintenance fee from \$275 to \$300 (Section 10-102), an increase in the Sewer User charges from \$12.75 per hundred cubic feet of volume (hcf) to \$13.00 hcf (Section 24-72), an increase in the various Street Occupancy fees (Section 25-27), an increase in the Street Opening License fee from \$800 to \$900 (Section 25-119), and an increase in select Parking Tickets (Chapter 28-51). All increases would be effective July 1, 2024, the start of Fiscal Year 2025.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 210-23/24 Fiscal Year 2024-2025 Appropriation Resolve - Sponsored by the Finance Committee, Anna Trevorror, Chair

The Appropriation Resolve contains the Finance Committee's recommended budget for Fiscal Year 2025 for general municipal purposes in the amount of \$352,890,205. In addition, it contains the Finance Committee's recommended budget for Fiscal Year 2025 for the School Budget of \$154,045,767.

The tax levy based upon the Finance Committee's recommended budget is \$107,778,835 for general municipal purposes and \$119,402,624 for the School Budget. The Finance Committee's budget recommendations for municipal purposes and the School Budget result in a combined tax levy of \$227,181,459 for Fiscal Year 2025.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2024 and sets October 18, 2024 as the tax due date, which may be paid in two installments due on October 18, 2024, and on March 14, 2025.

The delinquency rate of interest is set at 8.5% per year, and the abatement rate of interest is set at 4.5% per year.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 211-23/24 Amendment to Portland City Code Chapter 9 re: Funding Amount for Clean Election Fund for Fiscal Year 2024-2025 - Sponsored by Sponsored by the Finance Committee, Anna Trevorror, Chair

The Finance Committee Recommended Budget included an amendment to adjust fiscal year 2024-2025 Clean Elections program funding to \$300,000 of total funding. This order amends Chapter 9 to adjust program funding for fiscal year 2024-2025 only. City Clerk Ashley Rand agreed this level of funding is sufficient for the upcoming fiscal year.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 213-23/24 Accepting and Appropriating \$10,000 Anonymous Donation to Portland Fire Department for National EMS Week Fund - Sponsored by Danielle P. West, City Manager

The Portland Fire Department was recently awarded an anonymous civilian donation of \$10,000 to commend their hard work. Funding will be used to provide a variety of benefits to the Fire Department employees and facilities. Specifically, this funding will support lunches, personalized gifts, station updates and additional rewards.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

Order 214-23/24 Approving the Collective Bargaining Agreement Between the City of Portland and Local 740 International Association of Firefighters, AFL-CIO - Sponsored by Danielle P. West, City Manager

This item approves a negotiated successor collective bargaining agreement between the City of Portland and Local 740, International Association of Firefighters, AFL-CIO for the period of January 1, 2024 through December 31, 2023. The prior collective bargaining agreement expired on December 31, 2023. This proposal is presented after previously receiving guidance from the City Council in multiple executive sessions and after having been approved by Local 740.

This item must be read on two separate days. It received its first reading on May 20. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 224-23/24 Extending the Declaration of a State of Limited Emergency at 654 Riverside Street - Sponsored by Danielle P. West, City Manager

The council enacted Order 37 as an emergency on November 13, 2023. The order allowed the City Manager to increase the number of beds available in the City of Portland Homeless Services Center (654 Riverside Street) by 50 until February 5, 2024. On February 5, the Council approved an amendment to extend the emergency order to June 3, 2024.

If approved, this amendment would extend the emergency order to August 19, 2024.

Order 37 was originally proposed in response to the significant number of unsheltered individuals in the City of Portland, public health and safety hazards existing at encampments, and the imminent threat of further danger to those individuals' health and safety during the winter season. As a result of the Council's approval of Order 37 and subsequent increase in shelter capacity, outreach workers have had greater success in helping individuals access shelter, addressing urgent health needs, preventing fatalities, and mitigating the public health and safety consequences of hazardous encampments.

To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 225-23/24 Accepting and Appropriating a \$120,000 Maine Infrastructure Adaptation Grant from the Maine Department of Transportation for the Union Branch Pathway Project - Sponsored by Danielle West, City Manager

Earlier this year, the City of Portland applied for and was awarded a Maine Infrastructure Adaptation Fund grant from the Maine Department of Transportation to enhance stormwater infrastructure along the Union Branch Pathway. (The Union Branch Pathway is currently funded in the CIP.) The City was eligible to apply for this funding because of its membership in the State's Climate Resilience Partnership. If accepted, the grant will fund the installation of rain gardens and bio-retention cells along the trail. This will increase community resilience by mitigating flooding and reducing the volume of water in the combined sewer system that flows through Bayside.

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

Order 226-23/24 Adopting Development Program for Portland Downtown for Fiscal Year 2024-2025 - Sponsored by the Finance Committee, Councilor Anna Trevorrow, Chair

The PD District was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization of establishing the special assessment and approval of the documents is needed.

For FY2025, City Council authorization is needed for the continued operation of PD, which documents include: (1) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessments in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded largely from special assessments on all real estate in the current District. The revenue raised through the special assessment will fund the majority of PD development program expenses for FY2025. The proposed mil rate to raise the assessment revenue budget is estimated at \$.71 per \$1,000 of property value in the current district in order to raise the PD Board approved assessment revenue budget of \$1,334,572.

Portland Downtown representatives provided a presentation to the Finance Committee (FC) at its April 30, 2024, meeting.

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

Order 227-23/24 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2024-2025 - Sponsored by the Finance Committee, Councilor Anna Trevorrow, Chair

This is a companion Order with the Order above.

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

Order 228-23/24 Approving the Agreement between the City of Portland and Portland Downtown for Fiscal Year 2024-2025 - Sponsored by the Finance Committee, Councilor Anna Trevorrow, Chair

This is a companion Order with the two Orders above.

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

Order 229-23/24 Adopting the Development Program for the Portland Tourism Municipal Development District for Fiscal Year 2024-2025 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

The Portland Tourism Development District ("District") was originally established by the City Council September 18, 2023 for the second half of FY2024 – from January 1, 2024, through June 30, 2024. To continue the District, City Council authorization of establishing the special assessment and approval of the documents is needed.

For FY2025, City Council authorization is needed for the continued operation of the District, which includes: (1) Adopting the Development Program; (2) Establishing

Assessments for the District; and, (3) Authorizing the Agreement.

The revenue raised through the special assessment will fund the District's development program expenses for FY2025. The proposed assessment formula is detailed in the Staff Analysis section of this memo.

The Housing and Economic Development Committee reviewed this item at its April 29, 2024 and voted 4-0 to forward this to the City Council with a recommendation to approve the District.

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

Order 230-23/24 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2024-2025 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

This is a companion Order to the above Order.

This item requires two readings. This is its first reading.

Order 240-23/24 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland for Fiscal Year 2024-2025 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

This is a companion Order to the above two Orders.

This requires two readings. This is its first reading.

Order 241-23/24 Approving the Amended Wage Scale and Additional Amendments to the Collective Bargaining Agreement with AFSCME Local 481-00, Labor and Trades - Sponsored by Danielle P. West, City Manager

This item approves an amendment to the collective bargaining agreement between the City of Portland and AFSCME Local 481-00, Labor and Trades which is effective for the period of July 1, 2022 through June 30, 2025. The amendment includes an amended wage scale, effective June 30, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having been approved by Labor and Trades.

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

AMENDMENTS:

Order 242-23/24 Amendment to Portland City Code Chapter 32 RE: Stormwater Regulation - Sponsored by Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

In order to comply with regulatory permit requirements, the Water Resources Division is updating both Chapter 32. Chapter 32 is being updated to include a fourth article titled Erosion and Sediment Control which is a requirement of the stormwater permit issued by the Maine Department of Environmental Protection. This requirement has a July 1, 2024 deadline to be enacted. Chapter 6 of the Technical Manual will be updated in conjunction with this Ordinance update. Additional revisions are being proposed to match the

permit's language, including definitions, deadlines, and references.

This ordinance update is being made to meet permit requirements and other initiatives, including an updated Technical Manual, to limit the impact of discharges to our stormwater system and to the City's brooks, rivers, and harbor.

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

Order 243-23/24 Amendment to Portland City Code Chapter 24 RE: Discharge of Stormwater into Sewers - Sponsored by Sustainability and Transportation Committee, Regina Phillips, Chair

In order to better align the City's Water Resources ordinances with existing technical standards and planning requirements, the Water Resources Division is updating Chapter 24. Chapter 24 is being updated to align with existing Technical Standards to ensure all efforts are made to limit the introduction of stormwater to the combined system from new development. The ordinance update is being made to strengthen and better align our regulatory mechanisms with our current development review process and other initiatives to limit the impact of discharges to the City's combined sewer system which overflows to the City's brooks, rivers, and harbor during heavy rain events.

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

Order 244-23/24 Amendment to Portland City Code Chapter 6 RE: Bird Friendly Building and Design Requirements - Sponsored by Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

This would establish design standards for new commercial buildings and major renovations in commercial buildings over 10,000 sq. ft. to reduce bird mortality from collisions with windows and other architectural features.

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

Order 245-23/24 Amendment to Portland City Code Chapter 34 RE: Soil Tests and Fertilization Application - Sponsored by Sustainability and Transportation Committee, Councilor Regina Phillips, Chair,

The Landcare Management Advisory Committee unanimously recommended several amendments to Chapter 34 as part of their annual report to the Sustainability and Transportation Committee. The Committee considered these recommendations during their meeting on April 10 and voted 2-0 (Councilor Pelletier absent) to advance them to the City Council. If enacted, the order will :

- change the required soil test from a comprehensive test to a standard test;
- require a soil test every three years instead of annually;
- allow application of organic fertilizers to garden beds without a soil test;
- exempt application of fertilizers for woody plants and shrubs so long as the fertilizer is injected to the root or incorporated into the soil with the plant's drip edge;
- remove the definition of penetrometer because the term does not appear elsewhere in the text.

These amendments will facilitate compliance with the ordinance while maintaining rigorous application of sustainable landcare practices.

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

EXECUTIVE SESSION:

ADJOURNMENT:

MARK DION (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING MERGER OF THE PORTLAND FISH PIER
AUTHORITY WITH THE PORTLAND FISH EXCHANGE AND OTHER
ACTIONS**

ORDERED, that the City of Portland, by authority of its City Council in its capacity as Corporator of both the Portland Fish Pier Authority and the Portland Fish Exchange, hereby approves the merger of the Portland Fish Pier Authority and the Portland Fish Exchange; and

BE IT FURTHER ORDERED, that the approved name of this new entity will be the Portland Fish Pier Authority; and

BE IT FURTHER ORDERED, that the use by the Portland Fish Pier Authority of Portland Fish Exchange is approved as an assumed name; and

BE IT FURTHER ORDERED, that the Fish Pier Authority Articles of Incorporation are amended to increase the size of the Board of Directors from 7 to 11 members; and

BE IT FURTHER ORDERED, that the Council approves the amendment to the merger plan of the Portland Fish Pier Authority in substantially the form attached hereto as Attachment 1; and

BE IT FURTHER ORDERED, that the Council approves the updated list of Portland Fish Pier Authority Board of Directors in substantially the form attached hereto as Attachment 2; and

BE IT FURTHER ORDERED, that this Order shall be filed as part of the corporate records of the Portland Fish Pier Authority.

Mayor Mark Dion

Councilor Anna Trevorrow

Councilor April D. Fournier

Councilor Victoria L. Pelletier

Councilor Pious Ali

Councilor Regina L. Phillips

Councilor Roberto Rodríguez

Councilor Anna Bullett

Councilor Kate Sykes

**BYLAWS
OF
PORTLAND FISH PIER AUTHORITY**

**ARTICLE I
NAME, PURPOSE, AND MISSION**

1.1 Name. The name of the corporation is the Portland Fish Pier Authority (the “Corporation”).

1.2 Purpose and Mission. The Corporation is organized and shall at all times be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the “Code”). Within these restrictions, the Corporation is organized as consistent with the Code and to advance the following mission (“Mission”):

On behalf of the City of Portland (“City”) as Corporator, and as formed by the City’s municipal officers as a local development corporation, the Corporation provides management oversight and fiduciary stewardship for the premises known as the Portland Fish Pier (“Fish Pier”) as an anchor facility for the City’s Fish Pier-related economy. The Corporation promotes: the landing, auctioning, and distribution of groundfish and other Fish Pier products at the Corporation’s Portland Fish Exchange site (e.g. including operating the Fish Pier for the purpose of landing or processing shellfish, finfish or other natural products of the sea or for other activities directly related to the purpose of landing or processing shellfish, finfish or natural products of the sea including fueling, loading or selling these products); maintaining and upkeep of the marine infrastructure and landside facilities of the Fish Pier; and meeting the lease requirements and landlord responsibilities for Fish Pier tenants. Additionally, the Corporation provides a forum and discussion platform for the seafood industry, City government, and the public to better understand and promote the sustainable harvest and use of marine resources as a current and future economic engine for the City, Casco Bay, and the State of Maine.

1.3 Non-Discrimination. All affairs of the Corporation shall be conducted without discrimination as to race, creed, sex, age, color, ethnicity, national origin, marital status, religion, sexual orientation, disability, or veteran status.

1.4 Principal Office. The principal office for the conduct of activities of the Corporation shall be located at the premises owned by the Corporation at #6 Portland Fish Pier, Portland, Maine or at such other location as designated by the Corporation.

1.5. Corporate Seal. The seal of the Corporation shall be circular in form and shall bear the words “Portland Fish Pier Authority,” the word “Maine,” and the year of the Corporation’s incorporation. The form of such seal may be altered from time to time by the Board of Directors.

ARTICLE II AUTHORITY AND MEETINGS OF CORPORATOR

2.1 Annual Meeting. The Annual Meeting of the Corporator shall be held in City Council Chambers, City Hall, Portland, Maine, on the ***third Monday of April*** in each year. The meeting shall be noticed according to the public meeting rules of the Corporator and posted prominently at the Office of the Clerk of the City of Portland and in the office of the Corporation, in both cases not less than ten (10) days before the date fixed for the meeting. The Board of Directors and members of the public shall be entitled and encouraged to attend the Annual Meeting and shall be entitled, subject to the direction of the chairperson of the meeting, to ask questions and state their views.

2.2 Special Meetings. Special meetings of the Corporator may be called by the President or by the Board of Directors or by the Corporator to be held at such time and place as shall be fixed in the call of the meeting. If no such place is fixed, the special meeting shall be held at the principal office of the Corporator. Notice of special meetings shall be given in the same manner as the notice of the Annual Meeting, and the Board of Directors and members of the public shall have the same right to attend and to ask questions and state their views as in the case of the Annual Meeting.

2.3 Proxies. The Corporator may vote at any Annual or Special meeting of the Corporator by proxy or proxies executed in writing by the Corporator as authorized by its City Council. The Corporator may, but is not required to, appoint any one or more, or all, of its City Councilors as its proxy agents to represent it at any Annual or Special Meeting of the Corporator.

2.4 Action of the Members in Writing Without a Meeting. Notwithstanding any other provision of these Bylaws, any action required or permitted by law or otherwise to be taken at a meeting of the Corporator may be taken without a meeting if a written consent, setting forth the action so taken, is signed by the Corporator by authority of its City Council and is filed with the Secretary of the Corporation as part of the corporate records. Such written consent shall have the same effect as a unanimous vote by the Corporator and may be stated as such in any certificate or document required or permitted to be filed with the Secretary of State, and in any certificate or document prepared or certified by any officer of the Corporation for any purpose.

2.5 Authority; Sole Voting Member; Voting Rights of the Corporator. The City as Corporator shall be the sole voting member of the Corporation and shall act by and through the City Council in all matters relating to the Corporation. The Corporator shall have the sole and

exclusive right to vote on all matters which by law require action of voting members, including, but not limited to the following:

- a) To appoint the Board of Directors, with the sole exception being the ex-officio board members referenced in Section 3.5
- b) To amend the Articles of Incorporation of the Corporation or to authorize a merger, consolidation or dissolution of the Corporation, or to authorize the sale or substantially all of the assets of the Corporation.

ARTICLE III BOARD OF DIRECTORS

3.1 General Powers. The business, property and affairs of the Corporation shall be conducted and managed by its Board of Directors, except as otherwise provided in the City Code, the Corporation's Articles of Incorporation, or these Bylaws. The Board of Directors may by general resolution delegate to committees and officers of the Corporation such powers as it sees fit and in a manner consistent with the Bylaws.

3.2 Duties. Every Director in exercising his or her powers and discharging his or her duties shall: (a) act honestly and in good faith with a view to the best interests of the Corporation; and (b) exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

3.3 Number; Eligibility; Powers and Duties. The number of Directors constituting the Board of Directors shall be eleven (11). All Directors shall be residents of the State of Maine. With the exception of Class D and Class E Directors, all Directors need not be residents of the City of Portland. The Board of Directors shall have the powers and duties set forth in the Articles of Incorporation, these Bylaws and the Corporation's Rules and Regulations.

3.4 Classes of Directors. The Board of Directors shall be divided into classes as follows:

- a) There shall be two (2) **Class A Directors** who will be either: 1) an individual engaged primarily in the business of fishing or harvesting of groundfish, either for their own account or as a partner or employee, and whose vessel is home ported in the State of Maine. No person will be eligible to be appointed or continue to serve as a Class A Director unless they or the organization they represent have sold product at the Portland Fish Exchange auction during the 12 months immediately preceding their appointment and continue to conduct regular business at the Portland Fish Exchange in each of the years of their service as Director. 2) a registered Seller Representative in good standing with the Portland Fish Exchange. 3) a NOAA, Northeast Multispecies Fishery Sector

Manager representing vessels currently transacting business at the Portland Fish Exchange.

b) There shall be two (2) **Class B Directors** who will be individuals engaged primarily in the business of processing or purchasing groundfish or groundfish products either for their own account or as partners or employees of others. No person will be eligible to be appointed or continue to serve as a Class B Director unless they or the organization they represent have bought product at the Portland Fish Exchange auction during the 12 months immediately preceding their appointment and continue to conduct regular business at the Portland Fish Exchange in each of the years of their service as Director.

c) There shall be two (2) **Class C Directors** representing the seafood industry of the State of Maine, at least one (1) of whom shall be actively engaged in the Maine Lobster industry and at least one (1) of whom shall be actively engaged in the Maine Aquaculture industry.

d) There shall be one (1) **Class D Director** representing the public at large and who shall be a resident of the City of Portland.

e) There shall be one (1) **Class E Director** who shall be a sitting member of the Portland City Council.

3.5 Ex-Officio Members of the Board of Directors. There shall be three (3) individuals who shall be deemed ex-officio members of the Board of Directors by virtue of their holding the positions of:

a) City Manager of the City of Portland

In the event that the City Manager shall decline or is precluded from serving, the City Manager may assign from their staff a representative to serve in their stead.

b) Commissioner of the Maine Department of Marine Resources

In the event that the Commissioner of the Department of Marine Resources shall decline or is precluded from serving, the Commissioner may assign from their staff a representative to serve in their stead.

c) Commissioner of the Maine Department of Transportation

In the event that the Commissioner of the Department of Transportation shall decline or is precluded from serving, the Commissioner may assign from their staff a representative to serve in their stead.

3.6 Application of Bylaws to Ex-Officio Directors. The provisions of these Bylaws contained in Section 3.8 regarding term of office, Section 3.7 regarding nomination of directors and Section 3.10 regarding vacancies shall not apply to said ex-officio members. Each ex-officio member may be a member of the Board of Directors so long as he or she continues to serve in the office by virtue of which he or she was appointed; and shall enjoy all the rights, privileges and responsibilities of all other members of the Board of Directors. The Board of Directors may take action by unanimous consent only with the consent of said ex-officio members. Ex-officio members shall be entitled to the same indemnification rights available to all Directors under the applicable law and these Bylaws.

3.7 Nomination of Directors. With the exception of ex-officio members, all members of the Board of Directors shall be nominated by the City of Portland Mayor and approved by the Corporator at the Annual meeting or any Special meeting of the Corporator.

3.8 Term of Office. Each director shall serve for a term of three (3) years or until their successor is appointed and qualified. Directors shall be appointed prior to the Annual meeting of the Board. No Director may serve more than three (3) consecutive terms.

Notwithstanding provisions of Sections 3.4(a) and 3.4(b), qualification requirements for Class A and Class B Directors to conduct regular business at the Portland Fish Exchange shall not apply to Board Members whose term has expired and are serving pending appointment of their successor.

3.9 Voting. Each director shall be entitled to one (1) vote.

3.10 Vacancies. Vacancies occurring in the Board of Directors for any reason shall be filled for the unexpired term by the Corporator by appointment of an individual qualifying and eligible for such position.

3.11 Resignations. Any director may resign his or her office by delivering a written resignation to the President, such resignation to be effective upon the date or reasonable condition stated therein.

3.12 Removal of Directors. At a Special Meeting of the Board of Directors called expressly for that purpose, any individual director may be removed with or without cause, by a vote of two-thirds (2/3) of the entirety of the members currently serving on the Board. Cause for removal may include but is not limited to failure to meet qualifications requirements described in this Article III, a recurring practice of missing Board meetings, or any other action or behavior of a Board member which in the opinion of the Board reflects poorly on the Board, the Corporation, or the Corporator.

3.13 Annual Meeting; Regular Meetings. The Annual Meeting of the Board of Directors shall be held during the first meeting of the Board's calendar year. Regular meetings

of the Board of Directors shall be held at such places and on such dates and times as shall be fixed from time to time by the Board of Directors. The Board of Directors may authorize the President to fix the exact date, time and place of each regular meeting.

3.14 Special Meetings. Special meetings of the Board of Directors may be called by the President or by the Secretary and must be called by either of them on the written request of any three (3) members of the Board.

3.15 Notice of Meetings. Notice of all Directors' meetings, except as herein otherwise provided, shall be given by mailing the same at least five (5) days before the meeting, or by sending notice by e-mail or facsimile transmission at least one (1) day before the meeting to the usual business or residence address of the Director. Any Director may waive notice of any meeting. The attendance of any Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws.

3.16 Quorum; Voting. At all meetings of the Board of Directors six (6) of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent Director. Each Director shall be entitled to one (1) vote. A Director may not vote or act by proxy at any meeting of the Board of Directors.

3.17 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee. For purposes of this Section 3.17, "written" includes a communication that is transmitted and/or received by electronic means, including but not limited to by electronic mail, and "signed" includes an electronic signature, as defined in 10 M.R.S.A. §9402.

3.18 Telephone and Electronic Meetings. Members of the Board of Directors or a committee of the Board may participate in a meeting by means of a conference telephone or electronic communications equipment (e.g. Zoom; Microsoft Teams) if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

3.19 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of Directors for attendance at Board meetings may be paid or reimbursed by the Corporation by action of the Board of Directors. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

3.20 Indemnification. This Corporation shall in all cases indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, or administrative, by reason of the fact that he or she is or was a director, officer, employee or agent of this corporation, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding to the maximum extent permitted by law, including, without limitation, 13-B M.R.S.A. § 714 and acts additional thereto and supplementary thereof, to which reference is made.

ARTICLE IV

SUBCOMMITTEES AND ADVISORY COMMITTEES OF THE BOARD

4.1 Subcommittees. The Board of Directors may at their discretion create subcommittees to facilitate the management, oversight, and promotion of the organization. Members of subcommittees shall be appointed by vote of the Board of Directors at each Annual or Special Meeting. Membership on subcommittees of the Board may include non-board members, providing that the experience and expertise of members contributes to the competency of the body and the quality of decision making of the Board of Directors. Non-board membership on any subcommittee may not exceed active Board members in number, and leadership of all subcommittees shall be assigned to active Board members. All actions of subcommittees shall be recommendary to the Board of Directors and no subcommittee or any of its members may act on behalf of the Board. All meetings of subcommittees, including executive sessions, shall be noticed and conducted consistent with the provisions of these Bylaws as described in Article IV, Sections 4 and 5 above.

Subcommittees must have a minimum of two (2) Board members and may include, but are not limited to the following:

- (a) **Operations:** Dedicated to overseeing the management, operation, and promotion of the Corporation's Portland Fish Exchange, and utilization of the other marine infrastructures of the Portland Fish Pier.
- (b) **Real Estate and Facilities:** Dedicated to marketing of Portland Fish Pier assets; overseeing the maintenance and improvement of Portland Fish Pier grounds and infrastructure; and the negotiation and management of Portland Fish Pier ground leases and parking assets.

(c) **Fisheries:** Dedicated to connecting the operations of the Portland Fish Pier, Portland Fish Exchange, and the local seafood economy with local, regional, state, and federal agencies, interest groups, and the public on issues relevant to fisheries , current science, seafood industries, seafood marketing, and fisheries regulation.

4.2 **Advisory Committee.** The Executive Director has the responsibility to seek the opinion and recommendations of leaders in the Maine seafood industry. The Executive Director may at their discretion create an Advisory Committee of local and regional leaders and representatives from the seafood industry to inform day to day and long term decision making on behalf of the organization. The advisory committee shall have no authority to act on behalf of the Board of Directors; but, the advisory committee members, individually or collectively, will be encouraged to participate in such meetings as invited by the Board and to make recommendations on Board actions.

4.3 **Meetings; Record of Proceedings.** Meetings of committees of the Board of Directors may be called by the respective Chairs thereof or by any two (2) members of the committee. Each committee may prescribe rules and procedures to conduct its meetings. Each committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors and the President when requested or required.

ARTICLE V OFFICERS AND EMPLOYEES

5.1 **Executive Officers.** The executive officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer and such other officers and assistant officers with such powers and duties not inconsistent with these Bylaws as may be appointed and determined by the Board of Directors. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers. A Director may be elected an officer.

5.2 **Election and Term of Office.** The Officers shall be elected for a term of one (1) year to serve until the next annual meeting of the Board of Directors or until their successors are duly chosen and qualified. Officers may succeed themselves for any period of years.

5.3 **Resignation, Removal; Vacancies.** Any officer may resign at any time by giving written notice to the President or to the Board of Directors, and may be removed from office by the vote of the Directors at any time, in accordance with applicable law, whenever in the Board's judgment the best interests of the Corporation will be served thereby. In case any office of the Corporation becomes vacant by death, resignation, retirement, disqualification or any other cause, the Board of Directors by majority action may select an officer to fill such vacancy.

5.4 **President.** The President shall be the principal executive officer of the Corporation. All officers, agents and Executive Director of the Corporation shall report and be responsible to the President.

5.5 Secretary. The Secretary shall attend all meetings of the Corporator and the Board of Directors and keep minutes of all meetings of the Corporator and the Board of Directors in a book or books kept for that purpose. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary shall be. The Secretary, and any Assistant Secretaries, shall have authority to affix the corporate seal to any instrument which requires it, and when so affixed, it may be attested by the Secretary or by any Assistant Secretary.

5.6 Treasurer. The Treasurer shall be the chief financial officer of the corporation and shall have the responsibility for all corporate funds and securities and shall maintain full and accurate accounts of receipts and disbursements in a book or books kept for that purpose. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Treasurer shall be. The Treasurer may delegate any of his or her duties to the Executive Director or to the staff of the Corporator.

5.7 Other Officers. The Board of Directors may elect or appoint one or more Vice-Presidents and such other officers and assistant officers as they may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board of Directors.

5.8 Executive Director and Staff. The Board shall hire an Executive Director to have superintendence of the business activities of the Corporation, and shall have such other powers and duties as may be set forth in the rules and regulations of the Portland Fish Pier Authority. The Executive Director shall be selected by the Board of Directors, which shall fix the compensation of the Executive Director. The Executive Director as such shall not be an officer of the corporation or a member of the Board of Directors.

At the Board of Director's discretion, the Board may select an individual, corporation or partnership to undertake the responsibilities of the Executive Director.

Employees of the Corporation shall be appointed and supervised by, and shall serve at the pleasure of, the Executive Director.

Staff of the Corporator may assist the Executive Director and or assume some or all of the duties thereof, with the consent of the Board of Directors.

5.9 Removal of the Executive Director. The Executive Director may be removed with or without cause, by a vote of the Board of Directors.

ARTICLE VI CORPORATE ASSETS AND EARNINGS

6.1 Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a director is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action would result in the denial or loss of the tax exemption under Section 501(c)(3) or any other section of the Code and applicable Regulations relating thereto as they now exist or as they may hereafter be amended.

6.2 Inurement Prohibition; Interest in Contracts. No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to any director, employee or other person who or that is not exempt from federal taxation under Section 501(c)(3) of the Code, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

By a vote of the Board of Directors, any director, officer, employee, committee member, or agent of the Corporation may be interested directly or indirectly in any contract relating to the operation of the Corporation, and may freely make contracts, enter transactions or otherwise act on behalf of the Corporation notwithstanding that such person may also be acting for himself or herself or for a third party in so doing; provided, however, that any such contract or transaction shall be at arm's length and be in compliance with the requirements of this Section 6.2.

No director may vote on any matter in which the director has a direct or indirect pecuniary interest as defined in 30-A MRS 2605(4). Directors shall also attempt to avoid the appearance of a conflict of interest in any matter by disclosure or by abstention pursuant to 30-A MRS 2605(6).

6.3 Exempt Activities. Notwithstanding any other provision of these Bylaws, no member, Director, officer, employee or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Code.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. The Corporation shall in all cases indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative by reason of the fact that he or she is or was a director, officer, employee or agent of this corporation, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding to the maximum

extent permitted by law, including, without limitation, 13-B M.R.S.A. § 714 and acts additional thereto and supplementary thereof, to which reference is made.

7.2 Insurance. The Corporation may, but is not required, upon the vote of the Board of Directors, purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a Director, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VII.

7.3 Certain Limitations on Indemnification. In no case shall the Corporation indemnify or reimburse any person for any taxes on such individual under Chapter 42 of the Code, or under the comparable or corresponding provisions of any future United States internal revenue laws.

7.4 Indemnification from Other Sources. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a trustee, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust or other enterprise.

ARTICLE VIII MISCELLANEOUS

8.1 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors and evidenced by resolution filed with the corporate records.

8.2 Records and Reports. The Corporation shall keep correct and complete books and records of account and of its transactions and minutes of the proceedings of its Board of Directors and of any committee. The President or the Secretary of the Corporation shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the Annual Meeting of the Board of Directors and filed within twenty (20) days thereafter at the principal office of the Corporation.

ARTICLE IX AMENDMENTS

These Bylaws may be amended at any meeting of the Board of Directors, provided that a written notice setting forth the proposed amendments shall be sent to each director and each member of

an Advisory Committee (should one be assigned) and no less than five (5) days before the date of such meeting. A two-thirds (2/3) vote of those directors present is necessary for the passage of any amendment. No amendment to the Bylaws shall be valid if it has the effect of amending or circumventing the Corporation's Articles of Incorporation or the powers of the Corporator as set forth in the Bylaws.

* * *

The undersigned hereby certifies that the foregoing Bylaws of the Portland Fish Pier Authority, a Maine nonprofit corporation, were duly approved and adopted by action of its Board of Directors on _____, 2023 and that the Bylaws currently are in effect.

[NAME], Secretary

Dated this ____ day of _____, 202__

Execution Version**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("**Plan of Merger**") is made and entered into this _____ day of May, 2024 ("**Effective Date**"), by and between the Portland Fish Pier Authority ("**Pier Authority**" or "**Surviving Corporation**"), a Maine nonprofit corporation, and the Portland Fish Exchange ("**Fish Exchange**" or "**Merged Corporation**"), a Maine nonprofit corporation (the Pier Authority and Fish Exchange collectively as the "**Constituent Entities**").

RECITALS

WHEREAS, the Pier Authority is a nonprofit corporation organized and existing under the laws of the State of Maine, including with its purpose as stated in its Articles of Incorporation to operate: "for the purposes of managing and marketing the premises known as the Portland Fish Pier for the benefit of the fishing and fishery-related business enterprises and the citizens of the City of Portland;"

WHEREAS, the Fish Exchange is a nonprofit corporation organized and existing under the laws of the State of Maine, including with its purpose as stated in its Articles of Incorporation to operate as: "a local development corporation exclusivley for the purpose of fostering, encouraging and assisting the physical location, settlement or resettlement of fishing and fishery-related business enterprises in the City of Portland;"

WHEREAS, the Board of Directors for each Constituent Entity has considered the importance of continuing to advance the purposes of each corporation, including through the effectiveness and efficiencies of adopting this Plan of Merger, and have adopted this Plan of Merger pursuant to Title 13-B M.R.S.A. Section 901(2) and by affirmative vote;

WHEREAS, the Pier Authority and the Fish Exchange have each provided a "Notice of Special Meeting of Corporator" (collectively "**Notice**") pursuant to the Bylaws of each corporation regarding this Plan of Merger, including posting the Notice in a conspicuous place at the principal office of each corporation, and with the Boards of Directors and members of the public entitled to attend, to ask questions, and to state their views;

WHEREAS, the sole member and corporator of the Constituent Entities is the City of Portland ("**Corporator**") and pursuant to the Artices of Incorporation for each of the Pier Authority and the Fish Exchange, the Corporator "shall have the sole and exclusive right to vote" to authorize a merger;

WHEREAS, following the Merger, the Articles of Incorporation and the purposes of the the Surviving Corporation will continue, including such that the Portland Fish Pier will be operated as a public fish pier for the purpose of landing or processing shellfish, finfish or other natural products of the sea or for other activities directly realted to the purpose of landing or processing shellfish, finfish or natural products of the sea, including fueling, loading or selling such products;

WHEREAS, considering the Fish Exchange has served the Maine groundfish industry since its formation on August 30, 1985, it is the intent of the merger that the "Portland Fish

Exchange” will continue to exist as an operational assumed name of the Pier Authority and based on the Pier Authority’s reasonable commercial efforts to provide groundfish auction services;

WHEREAS, the Portland Fish Pier Authority and the Portland Fish Exchange each deem it advisable and in the best interests of each entity to merge the Portland Fish Exchange with and into the Portland Fish Pier Authority in accordance with the Maine Nonprofit Corporation Act and upon the terms and conditions set forth in this Plan of Merger, with the Portland Fish Pier Authority as the Surviving Corporation (the “**Merger**”).

NOW THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the Constituent Entities hereby prescribe the terms and conditions of the Merger and mode for carrying the same into effect as follows:

AGREEMENT

ARTICLE I **THE MERGER**

1.1 **Merger**. On the Effective Merger Date (as defined in Section 1.2), the Portland Fish Exchange shall be merged with and into the Portland Fish Pier Authority and the separate existence of the Portland Fish Exchange shall cease as a corporate entity. The Portland Fish Pier Authority shall be the surviving organization (the “**Surviving Corporation**”) in the Merger and shall survive as a Maine nonprofit corporation. The Fish Exchange shall continue to exist as an operational assumed name of the Pier Authority as the “Portland Fish Exchange” and based on the purposes as set forth in the Recitals above.

1.2 **Effective Date**. The Merger shall become effective upon the date specified in the Certificate of Merger to be filed with the Secretary of the State, State of Maine (the “**Effective Merger Date**”).

1.3 **Articles of Incorporation of the Surviving Corporation**. The governing instruments of the the Portland Fish Pier Authority on file with the Secretary of State of the State of Maine (the “**Articles**”), as in effect on the Effective Date, shall continue in full force and effect as the Articles of the Surviving Corporation. The Surviving Corporation shall be governed by the laws of the State of Maine.

1.4 **Bylaws of the Surviving Corporation**. The Bylaws of the Portland Fish Pier Authority as they shall exist on the Effective Date shall be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

1.5 **Directors and Officers; Amendment of Articles to Increase Directors**. The Directors and Officers of the Portland Fish Pier Authority in office as of the Effective Date of the Merger shall continue as the Directors and Officers of the Surviving Corporation, to hold office, subject to the applicable provisions of the Articles and Bylaws of the Surviving Corporation and the Maine Nonprofit Corporation Act, until their successors are elected. Concurrent with the Merger, the Articles of Incorporation of the Portland Fish Pier Authority will be amended to

increase the number of Directors from seven (7) to eleven (11), including in anticipation of transitioning some of the Directors of the Portland Fish Exchange to the Surviving Corporation.

1.6 Adoption of Assumed Name. Concurrent with the Effective Merger Date, the Surviving Corporation shall be entitled to operate in name both as the “Portland Fish Pier Authority” and under the assumed name of the “Portland Fish Exchange” and the Surviving Corporation shall make appropriate filings with the State of Maine Secretary of State to effect the same.

1.7 Effects of the Merger. Upon the Effective Date, all property, rights, leases, subleases, accounts, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Portland Fish Exchange shall be transferred to, vested in, and devolved upon the Surviving Corporation without further assignment, act or deed and all property, rights and every other interest of the Constituent Entities shall be the property of the Surviving Corporation. All rights of creditors of the Portland Fish Exchange and all liens upon any property of the Portland Fish Exchange shall be preserved unimpaired and all debts, liabilities and duties of the Portland Fish Exchange (except, unless otherwise required by law, for employee-related matters as shall be coordinated as set forth in Section 1.8 below) shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. From time to time after the Effective Date, and upon the written request of the Surviving Corporation, the last President and Secretary of the Portland Fish Exchange may, in the name of Portland Fish Exchange, execute, deliver, or cause to be executed and delivered, all such agreements, deeds, and instruments to the Surviving Corporation and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in the Surviving Corporation the rights in, title to, or other disposition of any property of the Portland Fish Exchange acquired or to be acquired by reason of or as a result of the Merger.

1.8 Transition of Employees. Concurrent with the Effective Merger Date, the Surviving Corporation shall make reasonable efforts to transition and hire the employees of the Portland Fish Exchange, including in a manner to preserve all legal rights of the employees.

ARTICLE II FINAL TAX FILING OF THE MERGED CORPORATION

2.1 Tax Filing. With recognition that both the Surviving Corporation and the Merged Corporation are nonprofit corporations with tax-exempt status from the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code, following the Merger the Portland Fish Exchange shall file a final income tax return evidencing its termination as a separate entity.

ARTICLE III ABANDONMENT

3.1 Termination. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned by either the Portland Fish Pier Authority or the Portland Fish Exchange, or both, including pursuant to Title 13-B M.R.S.A. Section 903(4).

ARTICLE IV
AMENDMENT

4.1 Amendment. The Agreement may not be amended at any time prior to the date that the requisite Articles of Merger are filed in the office of the Secretary of State, State of Maine.

ARTICLE V
GENERAL PROVISIONS

5.1 Governing Law. This Agreement and Plan of Merger and the legal relationships between the parties shall be governed by and construed in accordance with the laws of the State of Maine.

5.2 Further Assurances. The Constituent Entities each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

[Signature page follows.]

[Signature Page – Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties to this Plan of Merger, based on the approval and authority as represented through resolutions adopted by their Boards of Directors, have caused their officers to sign and to evidence their agreement below.

PORTLAND FISH EXCHANGE,
a Maine nonprofit corporation

By: _____
Name:
Title: President

PORTLAND FISH PIER AUTHORITY,
a Maine nonprofit corporation

By: _____
Name:
Title: President

Portland Fish Pier Authority, Merged Board of Directors
Proposed Slate of Appointees - DRAFT 5-14-24

The following proposed Board members are all existing members of one of the merged Boards and will fill out the remainder of their term by this appointment. At the expiration of their current term, their seat will be advertised as open.

Term of Office. Excepting the Ex Officio members, each Director shall serve for a term of three (3) years or until their successor is appointed and qualified. Directors shall be appointed prior to the Annual meeting of the Board. No Director may serve more than three (3) consecutive terms.

(2) Class A Directors (Portland Fish Exchange Sellers or Seller Reps)

Mary Hudson, Seller Representative and Sector Manager, Maine Coast Fishermen's Association **Term expires 10-31-24**

Vacant, to be advertised for later appointment **Term expires 3 years after appointment**

(2) Class B Directors (Portland Fish Exchange Buyers)

Tim Merrill, Merrill's Seafood **Term expires 10-31-25**

Nick Alfiero, Harbor Fish Market **Term expires 10-31-25**

(2) Class C Directors representing the seafood industry of the State of Maine

(1) Representing the Maine Lobster industry

Robert Odlin, Active Maine Lobster and Scallop Harvester **Term expires 10-31-25**

(1) Representing the Maine Aquaculture industry.

Vacant, to be advertised for later appointment

Term expires 3 years after appointment

(1) Class D Director representing the public at large, resident of the City of Portland

John H. Arnold **Term expires 10-31-24**

(1) Class E Director who shall be a sitting member of the Portland City Council

Anna Bullett, Council District 4 **Expires June 3, 2027**

Ex-Officio Members of the Board of Directors. There shall be three (3) individuals who shall be deemed ex-officio members of the Board of Directors by virtue of their positions:

City Manager of the City of Portland, or Representative

Brendan O'Connell, Finance Director

Commissioner of the Maine Department of Marine Resources, or Representative

Meredith Mendelson, Deputy Commissioner

Commissioner of the Maine Department of Transportation, or Representative

Chris Mayo, Director of Ports and Marine Infrastructure

ZOOM INFORMATION:

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

To watch the meeting remotely, please visit <https://portlandme.portal.civicclerk.com/event/6500/media>

PLEDGE OF ALLEGIANCE:

Mayor Dion led all those present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:03pm.

City Councilors Present: Councilor Fournier, Councilor Rodriguez, Councilor Sykes, Councilor Ali, Councilor Bullett, Councilor Trevorrow, Councilor Pelletier, Councilor Phillips, Mayor Dion

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Dion opened the floor for public comment. The following individuals spoke:

James Willey (186 Caleb Street), Winston Lumpkins (District 1/Portland's Bicycle and Pedestrian Advisory Committee), Zach Barowitz (Portland's Bicycle and Pedestrian Advisory Committee), John Clark (Massachusetts Ave/Portland's Bicycle and Pedestrian Advisory Committee), Stephen Scharf (Brackett Street), Name? Pride Portland, George Rheault (West Bayside)

ANNOUNCEMENTS:

Mayor Dion opened the floor Council Announcements. No one spoke.

SPECIAL MEETING:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting-May 6, 2024

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 9-0

Mayor Dion opened the floor for public comment. No one spoke.

PROCLAMATIONS:

Proclamation 28-23/24 Recognizing National EMS Week - Sponsored by Mark Dion, Mayor

Councillor Bullett read Proclamation 28-23/24 Recognizing National EMS Week into the record.

Proclamation 29-23/24 Recognizing June 2024 as LGBTQ+ Pride Month - Sponsored by Mark Dion, Mayor

Councilor Pelletier read Proclamation 29-23/24 Recognizing June 2024 as LGBTQ + Pride Month into the record.

Proclamation 30-23/24 Recognizing National Public Works Week - Sponsored by Mark Dion, Mayor

Councilor Phillips read Proclamation 30-23/24 Recognizing National Public Works Week into the record.

Proclamation 31-23/24 Recognizing Jewish American Heritage Month - Sponsored by Mark Dion, Mayor

Councilor Ali read Proclamation 31-23/24 Recognizing Jewish American Heritage Month into the record.

CONSENT ITEMS:

Order 193-23/24 Approving License Agreement For Farmers' Market In Monument Square Between The City Of Portland And The Downtown Improvement District, Inc. - Sponsored by Danielle P. West, City Manager

*Orders 193-23/24 through 197-23/24 were all read into the record together and voted on as consent items.

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 9-0

Mayor Dion opened the floor for public comment. No one spoke.

Order 194-23/24 Declaring June 15, 2024 Pride Portland! Parade and Festival - Sponsored by Danielle P. West, City Manager

*Orders 193-23/24 through 197-23/24 were all read into the record together and voted on as consent items.

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 9-0

Mayor Dion opened the floor for public comment. No one spoke.

Order 195-23/24 Granting Municipal Officers' Approval of Quanto Basta LLC, dba Quanto Basta. Application for Outdoor Dining on Public Property at 249 Congress Street - Sponsored by Danielle P. West, City Manager

*Orders 193-23/24 through 197-23/24 were all read into the record together and voted on as consent items.

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 9-0

Mayor Dion opened the floor for public comment. No one spoke.

Order 196-23/24 Granting Municipal Officers' Approval of Bar Harbor Lobster Company LLC, dba Clam Bar. Application for Outdoor Entertainment at 199 West Commercial Street - Sponsored by Danielle P. West, City Manager

*Orders 193-23/24 through 197-23/24 were all read into the record together and voted on as consent items.

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 9-0

Mayor Dion opened the floor for public comment. No one spoke.

Order 197-23/24 Granting Municipal Officers' Approval of Thames LLC, dba Thames Landing. Application for Class I FSE with Outdoor Dining on Private Property at 60 Thames Street - Sponsored by Danielle P. West, City Manager

*Orders 193-23/24 through 197-23/24 were all read into the record together and voted on as consent items.

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 9-0

Mayor Dion opened the floor for public comment. No one spoke.

BUDGET ITEMS:

THE CITY COUNCIL HELD A FIRST READ ON THE FISCAL YEAR 2025 SCHOOL BUDGET AT THE MAY 6, 2024 COUNCIL MEETING AND ACCEPTED PUBLIC COMMENT. THE SECOND READ AND A PUBLIC HEARING ON THE SCHOOL BUDGET WILL BE HELD DURING THE MAY 20, 2024 COUNCIL MEETING.

Order 186-23/24 Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Public Schools for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorow and seconded by Councilor Rodriguez for passage. Passage 9-0

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair) Council Comment: Councilor Rodriguez, Councilor Trevorow, Councilor Ali, Mayor Dion

Order 187-23/24 Approving Non-State Funded School Construction Debt Service for Portland Schools for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

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

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair)

Order 188-23/24 Raising and Appropriating Additional Local Funds for Portland Schools for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

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

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair) Council Comment: Councilor Bullett

Order 189-23/24 Approving Total School Operating Budget For Portland Schools for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorow and seconded by Councilor Fournier for passage. Passage 9-0

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair)

Order 190-23/24 Appropriating and Raising Funds for Adult Education for Fiscal Year 2025 as required by the Maine Revised Statutes, Title 20-a M.R.S §8603-a(1) - Sponsored by the Finance Committee, Anna Trevorow, Chair

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

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair)

Order 191-23/24 to Raise and Appropriate Local Funds for Food Service in the Portland Public Schools for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorow and seconded by Councilor Fournier for passage. Passage 9-0

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair)

Order 192-23/24 Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorrow and seconded by Councilor Fournier for passage. Passage 9-0

Public comment was taken on all budget items together. First reading and additional public comment was held on May 6, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. The following individuals spoke: Lilly Kendell (Schools Program Manager of Cultivating Community), Aofie Nugent (56 Moody), George Rheault (West Bayside) Sarah Lentz (Portland Public Education Chair)

PUBLIC COMMENT WILL BE TAKEN AT THIS COUNCIL MEETING ON ALL MUNICIPAL BUDGET ORDERS. COUNCIL ACTION ON THE MUNICIPAL BUDGET WILL TAKE PLACE ON JUNE 3, 2024 AT 5:00 P.M.

Order 198-23/24 Approving Fiscal Year 2025 Administrative Fees for Legal, Parking, Fire, Planning, Public Works, and Parks Recreation & Facilities - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 199-23/24 Authorizing the City Manager To Enter into Certain Agreements To Implement the Fiscal Year 2025 Human Resources and Certain Fringe Benefits Budgets - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 200-23/24 Approving the Fiscal Year 2025 Self-insured Liability Program - Sponsored by the Finance Committee, Anna Trevorrow, Chair

Motion was made by Councilor Ali and seconded by Councilor Fournier to postpone until Monday, June 3, 2024. Passed 9-0 (item postponed)

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 201-23/24 Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by the Finance Committee, Anna Trevorrow, Chair

Motion was made by Councilor Rodriguez and seconded by Councilor Ali to postpone until Monday, June 3, 2024. Passed 9-0 (item postponed)

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 202-23/24 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2025 Health & Human Services Budget - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Ali and seconded by Councilor Trevorow to postpone until Monday, June 3, 2024. Passed 9-0 (item postponed)

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 203-23/24 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorow and seconded by Councilor Fournier to postpone until Monday, June 3, 2024. Passed 9-0 (item postponed)

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 204-23/24 Authorizing the Director of Parks, Recreation and Facilities to Accept Donations up to \$10,000 for Parks, Recreation & Facilities Department Programs and City Funds - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorow and seconded by Councilor Fournier to postpone until Monday, June 3, 2024. Passed 9-0 (item postponed)

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 205-23/24 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by the Finance Committee, Anna Trevorow, Chair

Motion was made by Councilor Trevorow and seconded by Councilor Ali to postpone until Monday, June 3, 2024. Passed 9-0 (item postponed)

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 206-23/24 Authorizing Non-Union Wage Adjustment - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 207-23/24 Designating Fiscal Year 2025 Funds for Specific Island Services - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 208-23/24 Appropriating \$9,300,000 in Fund Balance - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 209-23/24 Amendment to Portland City Code Chapters 10, 24, 25, and 28 Re: Various Fee Increases for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 210-23/24 Fiscal Year 2024-2025 Appropriation Resolve - Sponsored by the Finance Committee, Anna Trevorrow, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

Order 211-23/24 Amendment to Portland City Code Chapter 9 re: Funding Amount for Clean Election Fund for Fiscal Year 2024-2025 - Sponsored by Sponsored by the Finance Committee, Anna Trevorror, Chair

*Orders 198-23/24 through 211-23/24 all received first reading. Public comment was taken on all budget items together. The second read and additional public comment will be held on June 3, 2024. Individuals can only speak at one of the two meetings offering public comment.

Mayor Dion opened the floor for public comment. No one spoke.

COMMUNICATIONS:

Communication 31-23/24 Homeless Services Center Expansion - Dena Libner, Assistant City Manager / Interim Health & Human Services Director

Greg Jordan (Assistant City Manager) provided communication 31-23/24 on Homeless Services Center Expansion

Communication 32-23/24 Regarding Housing and Community Development Budget Update - Final FY 2024-2025 US. Dept of Housing and Urban Development Allocations for CDBG, HOME and ESG Programs - Mary Davis, Housing & Community Development Division Director

Greg Jordan (Assistant City Manager) provided communication 32-23/24 on Housing and Community Development Budget Update-Final FY 2024-2025 US. Department of Housing and Urban Development Allocations for CDBG, HOME, and ESG Programs

UNFINISHED BUSINESS:

Order 180-23/24 Regarding Application to Reclassify 142 Free Street as a Noncontributing Structure in the Congress Street Historic District - Sponsored by the Planning Board, Brandon Mazer, Chair

Order 180 23-24 was postponed from May 6, 2024.

Motion was made by Councilor Fournier and seconded by Councilor Rodriguez for passage. Passage as amended 6-3 (Council, Phillips, Dion-No)

Motion was made by Councilor Sykes and Seconded by Councilor Trevorror to amend Order 180-23/24. Amendment was provided in backup material.

Amendment passed 6-3 (Council, Phillips, Dion-No).

The following Councilors commented on the amendment: Councilor Phillips, Councilor Sykes, Mayor Dion

ORDERS:

Order 212-23/24 Setting Time for Opening of Polls on June 11, 2024 Re: State and Local Elections - Sponsored by Ashley Rand, City Clerk

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

Mayor Dion opened the floor for public comment. The following individuals spoke: George Rheault (West Bayside)

Order 213-23/24 Accepting and Appropriating \$10,000 Anonymous Donation to Portland Fire Department for National EMS Week Fund - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 214-23/24 Approving the Collective Bargaining Agreement Between the City of Portland and Local 740 International Association of Firefighters, AFL-CIO - Sponsored by Danielle P. West, City Manager

This is first reading.

AMENDMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Rodriguez and seconded by Councilor Ali to adjourn. Passage 9-0 at 6:31pm.

A TRUE RECORD

Ashley Rand, City Clerk

PROCLAMATION

RECOGNIZING JUNE 19, 2024 AS JUNETEENTH

- WHEREAS,** the Emancipation Proclamation signed on January 1, 1863 declared “that all persons held as slaves” within the rebellious states “are, and henceforward shall be free;” and
- WHEREAS,** more than two years later, on June 19, 1865, the last group of enslaved Americans, located in the City of Galveston, Texas, learned that the Civil War had ended, and that they were free from bondage; and
- WHEREAS,** Black Americans commemorate Juneteenth as the day they were first recognized as citizens of this country. It is a day of enormous significance, weight, and power in which we remember the moral stain of chattel slavery on this country, as well as its long legacy of systemic racism, inequality, and inhumanity; and
- WHEREAS,** Juneteenth is a day in which we also recognize the many significant achievements and successes of Black Americans throughout our nation’s history and in the present as we continue to walk the stony road toward racial equity; and
- WHEREAS,** the historic work of striving for racial equity has been led by abolitionists and educators, civil rights advocates, lawyers, courageous activists, trade unionists, public officials, and everyday Americans, including those dedicated to realizing the ideals of our nation; and
- WHEREAS,** the legacy of Black-American resistance to systemic inequality, including suppression of the Black vote, redlining, and police violence is a testament to the struggle, courage and hope of the Black community while reminding us that the fight is not yet over; and
- WHEREAS,** Juneteenth reminds us that while we are moving toward equity, equality and justice, we still have more to do to advance true equity in all aspects of civic life, and that we must always strive for a better future;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby recognize June 19, 2024 as Juneteenth in the City of Portland and invite residents of Portland to join in celebrating how far we have come since the abolition of slavery, while putting our shoulders to the task of fighting for equity, equality, and justice this day and every day

Signed and sealed this 3rd day of June, 2024



Mark Dion, Mayor
City of Portland
Page 42

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPOINTING CONSTABLES FOR PARKS, RECREATION & FACILITIES
AND THE JETPORT GARAGE FOR 2024**

ORDERED, that Michael Vincent, Liam Claussen, Taylor Dugan, Neve Cawley, Aidan Foss, Joseph Moore, Sage Newcomb, Olivia Mills, Eric Crandall, Toni Doucette, and Fezarde Legaspi from the Parks, Recreation & Facilities Department are hereby appointed constables for the 2024 calendar year; and

BE IT FURTHER ORDERED, that Jetport Garage SP Plus Corporation employees Dominic Costello, James Rogan, John Taylor, Timothy Welch, Michael Collins, Richard Christensen, Steve Moreau, Shawn McGovern and Anthony Palermo are hereby appointed constable for the 2024 calendar year; and

BE IT FURTHER ORDERED, that these appointments shall be effective from the effective date of this order until 12:00 midnight, December 31, 2024; and

BE IT FURTHER ORDERED, that this appointment is pursuant to Sections 20-19 and 2019.5, 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 or issue parking tickets.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER DECLARING JULY 4, 2024 THE JULY 4TH FESTIVAL

ORDERED, that the July 4th Festival be and hereby is declared for Thursday, July 4, 2024 from 6:00 a.m. to 11:00 p.m., with a rain date of Wednesday, July 5, 2024, in the City of Portland, organized by the City of Portland; and

BE IT FURTHER ORDERED, that a fireworks display will set off at approximately 9:15pm on the Eastern Promenade Trail on July 4, 2024; and

BE IT FURTHER ORDERED, that there will be a musical performance by the Casco Bay Wind Symphony in the middle parking lot of Cutter Street from 7:00 p.m. to 9:00 p.m. on July 4, 2024; and

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

The East End Trail from Cutter Street to the Water Treatment Plant, which will be closed from 6:00 a.m. to 11:00 p.m., Fore Street at Mountfort Street to Eastern Promenade, Eastern Promenade to Washington Avenue, Washington Avenue to Congress Street, and Congress Street at Mountfort Street to Fore Street and the Fort Allen Park area; the Eastern Promenade (including sidewalk areas on both sides of the street) from Morning Street to Loring Memorial near East End Community School, as well as Payson Park area and Baxter Boulevard, in the City of Portland; and

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 10:00 a.m. to 11:00 p.m. on July 4, 2024 (or if necessary on the July 5 rain date):

Eastern Promenade from Morning Street to Congress Street, Wilson Street from Morning Street to Eastern Promenade, Moody Street from Morning Street to Eastern Promenade; and

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 3:00 p.m. to 10:00 p.m. on July 4, 2024 (or if necessary on the July 5 rain date):

Congress Street from Morning Street to Eastern Promenade, Turner Street from Morning Street to Eastern Promenade, Quebec Street from Emerson Street to Eastern Promenade, Melbourne Street from Emerson Street to Eastern Promenade, Montreal Street from Willis Street to Eastern Promenade, Walnut Street from Willis Street to Eastern Promenade; and

BE IT FURTHER ORDERED, that that all of Munjoy Hill and the Eastern Prom will be closed to traffic (Mountfort Street at Fore Street and Congress Street; Washington Avenue at Congress Street Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade) starting at 6:30 p.m. on July 4, 2024 (or if necessary on the July 5 Rain date):

BE IT FURTHER ORDERED, that on-street parking will be restricted from 7:00 a.m. until 11:00 p.m. on July 4, 2024 on Eastern Promenade (both sides) from Morning Street to Walnut Street, Fort Allen Park (both sides), Walnut Street (one side) from Eastern Promenade to Washington Avebaynue, Mountfort Street from Fore Street to Congress Street (one side), and these streets will be posted in advance; and

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

BE IT FURTHER ORDERED, that Cutter Street will be closed to public traffic, except that boat launching pick-up and drop-off only (no parking) will be allowed till 6:30 p.m. on July 4 (or if necessary on the July 5 rain date) beginning at 6:00 a.m.; and

BE IT FURTHER ORDERED, that the Festival area will also be closed to street vendors, with the exception of approved licensed food trucks and food vendors in designated areas, pursuant to Section 19-17 of the Portland City Code, and is reserved for the use of the City of Portland for the purpose of administering the Festival; and

BE IT FURTHER ORDERED, that that security for the event will be provided by the Parks, Recreation, and Facilities Department, and trash and recycling will be removed and managed by the Public Works Department; and

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

Street Closures and Parking Restrictions

Cutter Street and all the parking lots on Cutter Street will be closed from **10:00 PM July 3rd to 6:30 AM July 5th or 6:30 AM, July 6th if a rain date is necessary.**

The East End Boat Launch will be available for Boaters (drop off/pick up only) until 6:30 PM on July 4th or July 5th if a rain date is necessary. Boaters can access alternate launches nearby including the Falmouth Town Landing on Route 88 (207-781-7317), Fore River Boat Launch in Bug Light Park in South Portland (207-767-7650) and Portland Yacht Services (207-774-1067).

The on-street parking will be restricted for the following streets from 7:00 AM until 11:00 PM, July 4th (rain date would extend closures to 11:00 PM July 5th):

Eastern Promenade (both sides) from Morning Street to Walnut Street

Fort Allen Park (both sides)

Walnut Street (one side) from Eastern Promenade to Washington Avenue

Mountfort Street (one side) from Fore Street to Congress Street

There are a number of parking garages and lots just a short walk from the Eastern Promenade. to view a list or map. visit the City's website at <http://www.portlandmaine.gov/parking/offstreet.asp>

At 10:00 AM on July 4th, the following streets will be closed to the public until 11:00 PM (rain date would extend closures to 11:00 PM July 5):

- Eastern Promenade from Morning Street to Congress Street
- Wilson Street from Morning Street to the Eastern Promenade
- Moody Street from Morning Street to the Eastern Promenade

At 3:00 PM on July 4th, the following streets will be closed to the public until 11:00 PM (rain date would extend closures to 11:00 PM July 5):

- Turner Street from Morning Street to the Eastern Promenade
- Quebec Street from Emerson Street to the Eastern Promenade
- Melbourne Street from Emerson Street to the Eastern Promenade
- Montreal Street from Willis Street to the Eastern Promenade
- Walnut Street from Willis Street to the Eastern Promenade

At 6:30 PM on July 4th, all of Munjoy Hill will be closed and the Eastern Prom will be closed to traffic (from Washington Avenue up) until 11:00 PM (rain date would extend closures to 11:00 PM July 5th):

- Mountfort Street at Fore Street and Congress Street

- Washington Avenue at Congress Street, Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade

Alternate Fireworks Display Viewing Locations

Although, the Fireworks Display can be seen from Eastern Promenade, other viewing locations are East End Beach, Fort Allen Park, Amethyst Park, Baxter Boulevard, Payson Park, Martin's Point on Veranda Street, and Bug Light (South Portland)

Food Trucks and Food Vendors

Food Vendors and Food Trucks that have been approved to operate at the event will be permitted to set-up and operate on July 4th, 2024 and July 5th, 2024 (rain date if necessary) in designated areas on Eastern Promenade Roadway. No parking will be allowed anywhere along both sides of Eastern Promenade Roadway from Morning Street to Walnut Street. Food Vendors and Food Trucks must arrive between 10:00am - 12:00pm. Food Vendors and Food Trucks will need to remain in place at their location until the fireworks display is completed and the roadway is deemed safe by City Staff and reopened to vehicular traffic (approximately 11:00pm).



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

TO: Danielle West, City Manager
FROM: Andrew Downs, Director of Public Assembly Facilities Division
DATE: June 3, 2024
RE: July 4th Fireworks

I am requesting that the following order be placed on the June 5th City Council agenda:

**Order declaring Thursday July 4, 2024, as July 4th Fireworks
(Rain Date: Friday, July 5, 2024)**

The City of Portland is prepared to host a fireworks display on the 4th of July again this year. The City has sponsored the July 4th Fireworks and activities on the Eastern Promenade for a number of years. The display will be held on Thursday, July 4th in its usual spot on the Eastern Promenade with the fireworks set to go off at approximately 9:15pm. A rain date is scheduled for Friday, July 5th.

Like last year, the celebration will be based around the fireworks display presented by Central Maine Pyrotechnics. There will be a musical performance by the Casco Bay Wind Symphony in the middle parking lot on Cutter Street from 7:00pm - 9:00pm. The City will be managing food vendors as has happened in the past. Approved and licensed vendors and food trucks will be allowed to operate in the designated area of the Festival Zone on Eastern Promenade roadway (between Congress Street and Morning Street).

The fireworks can be seen from other locations than the Eastern Promenade. These locations include East End Beach, Fort Allen Park, Amethyst Park, Baxter Boulevard, Payson Park, Martin's Point on Veranda Street, and Bug Light in South Portland.

The Festival runs from 6:00am (closing of Cutter Street) – 11:00pm Thursday July 4, 2024.
(Rain date is Friday July 5th 2024).

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

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

All trash and recycling will be removed and managed by the City Public Works Department.

Portable toilets will be provided for the public in various locations around the Eastern Promenade.

Tennis Courts and Basketball Courts will be closed to the public beginning at 5:00pm.

Community Gardens and Playground will be closed to the public all day on July 4th beginning at 6:00am.



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

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

The Festival area will include:

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

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

The following streets will be closed to vehicular traffic from approximately 10:00am to 11:00pm, on Thursday, July 4th (July 5th Rain date): Eastern Promenade from Morning Street to Congress Street, Wilson Street from Morning Street to Eastern Promenade, Moody Street from Morning Street to Eastern Promenade. In the event of rain, these street closings would be in effect for Friday, July 5th.

The following streets will be closed to vehicular traffic from approximately 3:00pm to 11:00pm, on Thursday, July 4th (July 5th Rain date): Congress Street from Morning Street to Eastern Promenade, Turner Street from Morning Street to Eastern Promenade, Quebec Street from Emerson Street to Eastern Promenade, Melbourne Street from Emerson Street to Eastern Promenade, Montreal Street from Willis Street to Eastern Promenade, Walnut Street from Willis Street to Eastern Promenade. In the event of rain, these street closings would be in effect for Friday, July 5th.

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

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

The Festival area will also be closed to street vendors, with the exception of approved licensed food trucks and food vendors in designated areas, pursuant to Section 19-17 of the Portland City



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

Code and is reserved for the use of the City of Portland for the purpose of administering the Festival.

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

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

**Sabouk LLC, dba Rosies Restaurant and Pub. Application for Class XI Restaurant/Lounge
with Indoor Entertainment with Parklets and Outdoor Dining on Public Property at 330
Fore Street**

SABOUK LLC
395 Allen Ave
Portland, Maine 04103

Letter of Intent

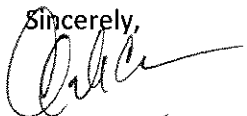
To: City of Portland Mayor and Members of the City Council

Regarding: Rosies Restaurant and Pub

Date: April 19th 2024

This letter is written to convey our intent to purchase the assets of Bailey Pickle LLC DBA Rosies Restaurant and Pub, a Maine based company operating at 330 Fore St. in Portland, Maine and our intention to continue operating a restaurant at this location under the name "Rosies Restaurant and Pub".

We have completed the process with the landlord to transfer the lease to operate at 330 Fore St contingent on obtaining the required city and state licenses.

Sincerely,



Ouk Chea, Owner

Sabrina Vith, Owner



CITY OF PORTLAND
Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): SABOUK LLC	Business Name (D/B/A): ROSIES RESTAURANT AND PUB	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 330 FORE ST	
If applicable, what was formerly at this location:	Business Email Address: oukchea@yahoo.com	
Mailing Address: 395 Allen Ave Portland, Me 04103	Contact Person: Ouk Chea	
Contact Person Phone: 207 239-2211	Contact Person Email: oukchea@yahoo.com	
Manager of Establishment: Ouk Chea	Date of Birth:	Manager Phone: 207 239-2211
Owner of Premises (Landlord): JR VENTURES	Address of Premises Owner (Landlord): 330 FORE ST. PORTLAND, ME	

Sole Proprietor/Partnership Information (If Corporation, leave blank)		
Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: SABOUK LLC		Corporate Mailing Address: 395 Allen Ave Portland, ME 04103	
Contact Person: Ouk Chea		Contact Phone: 207 239-2211	
Principal Officers	Title	Date of Birth	Residence Address
Ouk Chea	Owner	9-25-1969	395 Allen Ave Portland, Me 04103
Sabrina Vith	Owner	11-1-1977	395 Allen Ave Portland, Me 04103



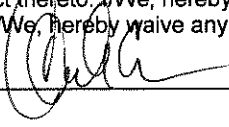
CITY OF PORTLAND
Permitting and Inspections Department

Class of Liquor License (see fee schedule): Class XI (Class A Restaurant/Lounge)			
Type of food served:	PUB FOOD		
Please select all that will be served:	☒ Beer	☒ Wine	☒ Liquor
Projected percentage of sales:	Generated from Food: \$500K	Generated from Alcohol: \$500K	
Hours & days of operation:	Mon-Sun 10am-1am		
QUESTIONS	YES	NO	
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐	
If No, please explain:			
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒	
If yes, give the distance: 2 MILES			
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☒	☐	
Will you permit dancing after 1:00 a.m.?	☐	☒	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☐	
If yes, will the outside dining be on: ☒ PUBLIC property or ☐ PRIVATE property			
Will you have any amusement devices (pinball, video games, juke box)?	☒	☐	
If yes, please list: # of amusements: 1 and # of pool tables:			
What is your targeted opening date? : June 3rd 2024			
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒	
If Yes, list name(s) of employee(s) and department(s):			
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☐	☒	
If Yes, please list business name(s) and location(s):			
Is any principal officer under the age of 21?	☐	☒	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒	
If Yes, please explain:			

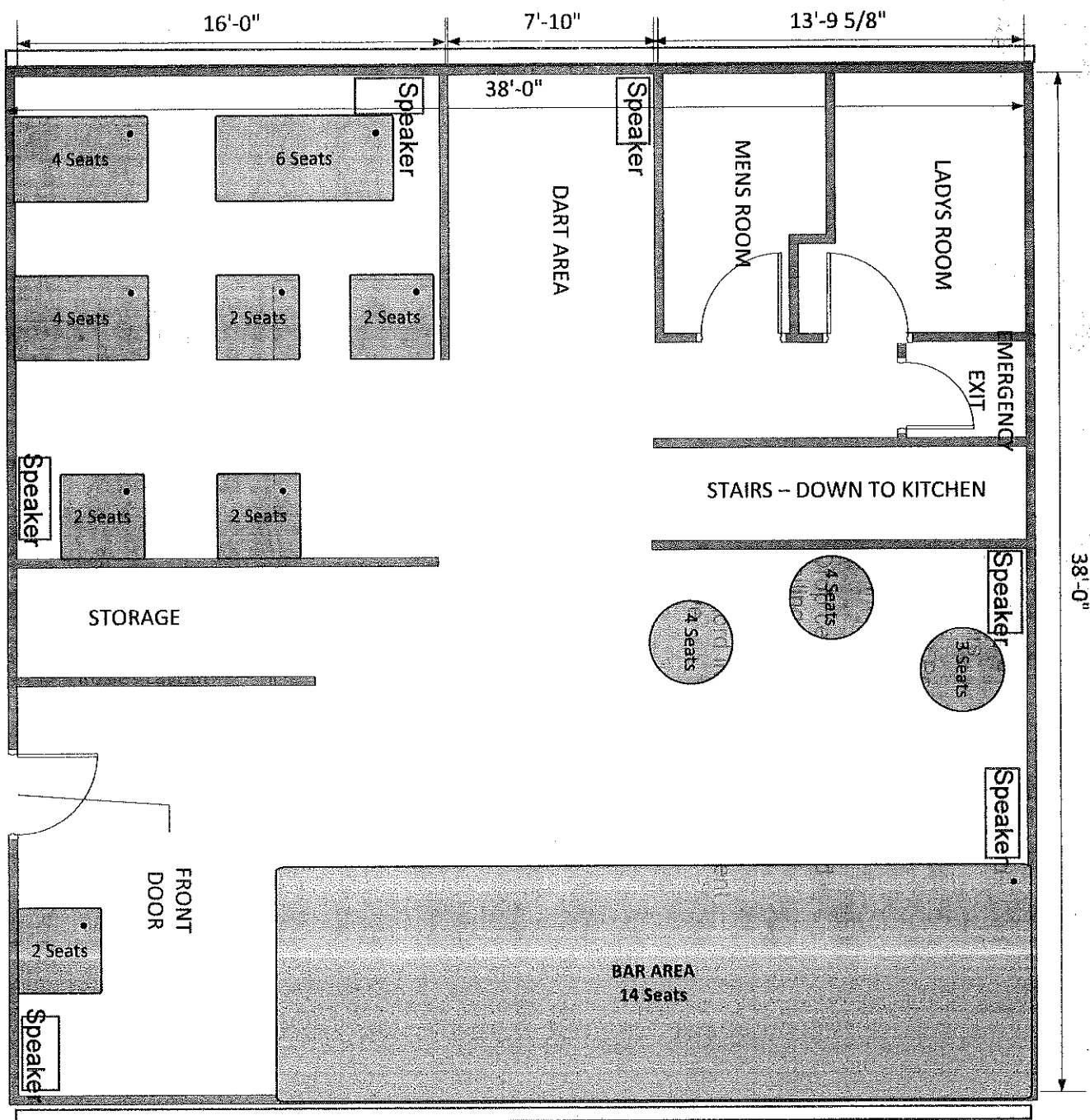
I, Onk Chea do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to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

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

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

Signature  Title Owner Date 4/27/24

FORE ST



6 X Bose 4" Surround Sound
Speakers
400 Watt Powered Amp
All internal walls are brick
Drop ceiling with 1/2 Plywood
ceiling panels
Landlord lives in the apartment
above

Rosies Layout 330 Fore St Portland, Me	By: Larry Cushing Version 1.0 Date: 2022-03-28
--	--



Appetizers

Rosie's Specialty Mac & Cheese

Creamy Gruyere cheese sauce with a hint of nutmeg, elbow macaroni, crumb topping \$7

Avocado Fries

Fried panko encrusted avocado wedges served with Sriracha sauce \$7

Mozzarella Sticks (5)

With marinara Sauce \$6

Jalapeno Poppers (5)

Filled with cheddar, served with ranch \$6

Egg Rolls (4)

Traditional Asian style (with pork and chicken) served with Thai Chili sauce*** \$6

Jumbo Soft Pretzels (2)

Choice of beer cheese sauce or spicy mustard \$9

Beef Skewers (4)

Beef strips marinated in Asian spices, served with Asian slaw \$8

Chicken Satay (3)

Chicken marinated in Thai spices served with peanut sauce*** \$7

Fried Calamari

Served with marinara sauce \$12

Fried Sliced Pickles

Served with ranch \$7

Poutine

Thick-cut Sidewinder fries smothered in beef gravy and topped with melted cheese curds \$13
With bacon \$15

Basket of Fries or Onion Rings \$7

Basket of Sidewinder Fries or Sweet Potato Fries \$9

Brussels Sprouts

Pan-fried with Vidalia onions and pine nuts*** \$6/\$11

Can't Decide? - Pick 3!

Jalapeno Poppers, Mozzarella Sticks, Wings, Eggrolls***, Fried Pickles, Onion Rings \$15

Buffalo Chicken Cream Cheese Dip

Served with tortilla chips \$7

Homemade Clam Chowder

Traditional New England style made with bacon
Cup \$6 or Bowl \$8

Homemade Soup

See specials for today's selection.
Cup \$5 or Bowl \$7

*** Peanuts or Tree nuts in item.

Greens

Garden Salad

Mixed greens, tomatoes, cucumbers, onions and carrots \$5/\$9

Caesar Salad

Romaine lettuce, homemade Caesar dressing, parmesan cheese and croutons \$6/\$10

Buffalo Chicken Salad

Romaine lettuce, carrots, celery, tomato, blue cheese crumbles, and crispy fried buffalo chicken with blue cheese dressing \$12

Asian Chicken Salad

Shredded chicken breast, cabbage, carrots, Vidalia onion, scallion, peppers, crushed peanuts*** with sweet and sour plum dressing \$11

Southwestern Salad

Fresh greens, tomato, peppers, onion, black beans, corn, jalapeno, guacamole, corn tortillas, sour cream and salsa \$13

Grilled Salmon & Spinach Salad

Sesame ginger grilled salmon, spinach, tomato, onion, carrot, dried cranberries, walnuts*** and feta cheese \$16

Add-ons for salads

Grilled chicken \$5	Steak \$7
Brussels sprout \$4	Salmon \$7

Dressing Choices

Blue Cheese	Ranch	Honey Mustard
Balsamic	Italian	Parmesan Pepper
Caesar	Thousand Island	Sesame Ginger
Oil & Vinegar		

Wings & Tenders

Choose either Tossed in Sauce or Sauce on the Side

Half-dozen Wings

Pick 1 sauce, served with carrots and celery, ranch or blue \$8 add fries \$3

Wings by the Dozen

Choose 2 sauces, served with carrots and celery, with ranch or blue \$15 add fries \$3

Chicken Tenders (3)

Choose 1 sauce, served with carrots and celery, ranch or blue \$7 add fries \$3

Chicken Tenders (6)

Pick 2 sauces, served with carrots and celery, ranch or blue \$13 add fries \$3

Sauces

Mild Buffalo	Buffalo
*911	BBQ
Garlic Parmesan	Teriyaki
Thai Chili	Thai Peanut***
Mango Habanero	Honey Sriracha
Extra sauce charge 75¢	

*** Peanuts or Tree nuts in item.

Burgers

Locally sourced, Grass-Fed beef, Seasoned in-house
Served with French Fries

Classic Burger

Cheddar cheese, lettuce, tomato, red onion \$13

Patty Melt

Swiss cheese, caramelized onions and Thousand Island on grilled rye \$15

Rosie's Nasty Habit

Grilled with a special seasoning, cheddar cheese and bacon, lettuce, tomato, caramelized onion and pickle slices \$16

Cheddar, Egg, Bacon Burger

Topped with a fried egg, bacon, cheddar, lettuce, tomato and onion \$15 (add avocado \$1.50)

Black & Bleu Burger

Seasoned burger stuffed with blue cheese crumbles, topped with lettuce, tomato and red onion \$14

BBQ, Bacon & Cheddar Burger

Caramelized onions, lettuce, tomato, cheddar cheese, BBQ and bacon \$13

Sliders

Served with French Fries

Burger Sliders (3)

Mini-burgers topped with lettuce, tomato, American cheese, aioli sauce \$14

Tsunami Sliders (3)

Pulled Pork, teriyaki, jalapeno, bacon, pineapple, pepper jack cheese \$14

Vegetarian Black Bean Chipotle Sliders (3)

Homemade black bean, corn, chipotle mayo patties topped with lettuce, tomato and guacamole \$14

Greek Sliders (3)

Mini-burgers topped with feta, spinach, kalamata olives and tzatziki sauce \$14

Dinners

Lobster Mac & Cheese

Fresh Maine lobster, Rosie's Gruyere Mac & Cheese topped with crumbs \$20

Ribeye Steak 10 oz.

Cooked to temperature, served with mashed potatoes, gravy and broccoli \$17

Sirloin Steak 8 oz.

Cooked to temperature, served with mashed potatoes, gravy and broccoli \$15

Fish & Chips

Beer-battered Haddock fillets, served with tartar sauce and fries \$16

Grilled Salmon

Grilled Salmon served with mashed potatoes, gravy and vegetable medley \$17

Southern Fried Chicken

Deep fried chicken with mashed potato gravy and coleslaw \$15

Pub Sandwiches and Wraps

Served with French Fries
White or Spinach Wrap

Lobster Roll

Fresh Maine lobster, special sauce on a roll with coleslaw \$15

Scallop BLT Wrap

Deep fried scallops, bacon, romaine lettuce, tomato and sriracha mayonnaise, choice of wrap \$14

Haddock Sandwich

Beer-battered Haddock, tartar sauce, served with coleslaw \$13

Rosie's Salmon Burger

Salmon patty blended with spices, served with coleslaw \$14

Clam Strip Sandwich

Deep fried clam strips, sriracha mayonnaise, and lettuce on a roll \$14

Tuna Melt

Grilled tuna salad, bacon and Swiss cheese on rye \$12 or Tuna Salad Sandwich with lettuce and tomato, on a roll \$10

Grilled Rachel

Grilled Turkey with Swiss cheese, cole slaw, Thousand Island dressing on toasted rye \$12

Grilled Rueben

Corned beef, Swiss cheese, sauerkraut and Thousand Island on toasted rye bread \$13

Turkey Club Sandwich or Wrap

Turkey, bacon, lettuce, tomato and mayo served on toasted white bread or a wrap \$13

Grilled Chicken Sandwich

Seasoned grilled chicken breast served with lettuce, tomato, onion and mayo on a bun \$13

Grilled Pork Belly Sandwich

Grilled pork belly marinated in chefs' special sauce with lettuce, tomato and Thai mayonnaise \$12

Steak Bomb

Sautéed steak, onion, peppers, mushrooms and cheese blend, on a roll \$14

Turkey Bacon Avocado Wrap

Turkey, bacon, lettuce, tomato and mayo \$12

BBQ Pulled Pork

BBQ Pulled pork topped with American cheese served on a hoagie roll \$12

Buffalo Chicken Wrap

Fried chicken tenders, lettuce and tomatoes topped with buffalo sauce, blue cheese crumbles and a side of blue cheese dressing \$12

Chicken Cheddar Bacon Wrap

Grilled chicken topped with cheddar cheese, bacon, lettuce, tomato and avocado, choice of wrap \$13

Chicken Caesar Wrap

Grilled chicken, fresh romaine, Parmesan, and Caesar dressing, choice of wrap \$13

Thai Chicken Wrap

Ground chicken marinated with lemon grass, Thai spices, lettuce, tomato, crushed peanuts, mayo, choice of wrap \$14

Grilled Cheese

American or cheddar cheese on white \$7
add spinach and tomatoes \$2, add ham or bacon \$3

BLT

Bacon, lettuce, tomato and mayonnaise on toasted white bread \$12

Mexican Specialties

Nachos and Quesadillas served with Salsa and Sour Cream on the Side

Homemade Chili

Served with tortilla chips and mozzarella cheese,
Cup \$6 Bowl \$8

Bourbon BBQ Chicken Tacos (2)

Chicken, corn, BBQ sauce, cheese blend, red onion,
and cilantro \$8

Haddock Tacos (2)

Beer-battered haddock with Baja sauce, cheese,
tomato, red onion, and cilantro \$10

Quesadilla

Cheese blend, onions, peppers and tomatoes \$10
(add chicken \$12, add steak \$14)

Potato au Gratin with Bacon Quesadilla

Potato au gratin with Gruyere sauce, green scallion
and bacon \$14

Lobster Mac & Cheese Quesadilla

Fresh Maine lobster, Gruyere Mac & Cheese \$20

Veggie Nachos

Onions, peppers, tomatoes, jalapeno, corn, black
olives and mozzarella and provolone cheeses \$13

Chili, Cheese and Jalapeno Nachos

Homemade chili, jalapenos, mozzarella and
provolone \$14

BBQ Chicken Nachos

Crispy chicken, tomatoes, onions, peppers, cheese
blend, BBQ sauce \$13

Buffalo Chicken Nachos

Crispy chicken, tomatoes, onions, blue cheese
crumbles, cheese blend, buffalo sauce \$13

Tsunami Nachos

Pulled pork with teriyaki, jalapeno, bacon,
pineapple, topped with pepper jack cheese \$15

Nacho Chips and Salsa \$6

Nacho Chips and Guacamole \$7

Pizza

(no other toppings available)

Cheese Pizza \$10

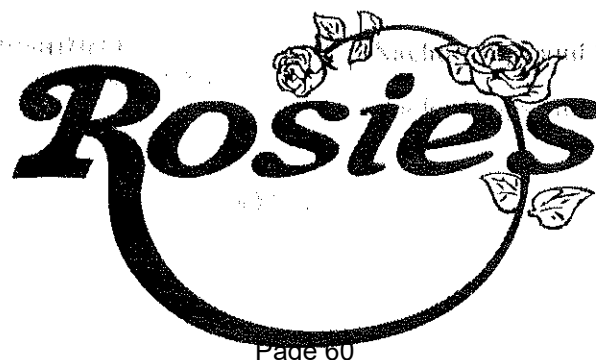
Pepperoni Pizza \$12

Dessert

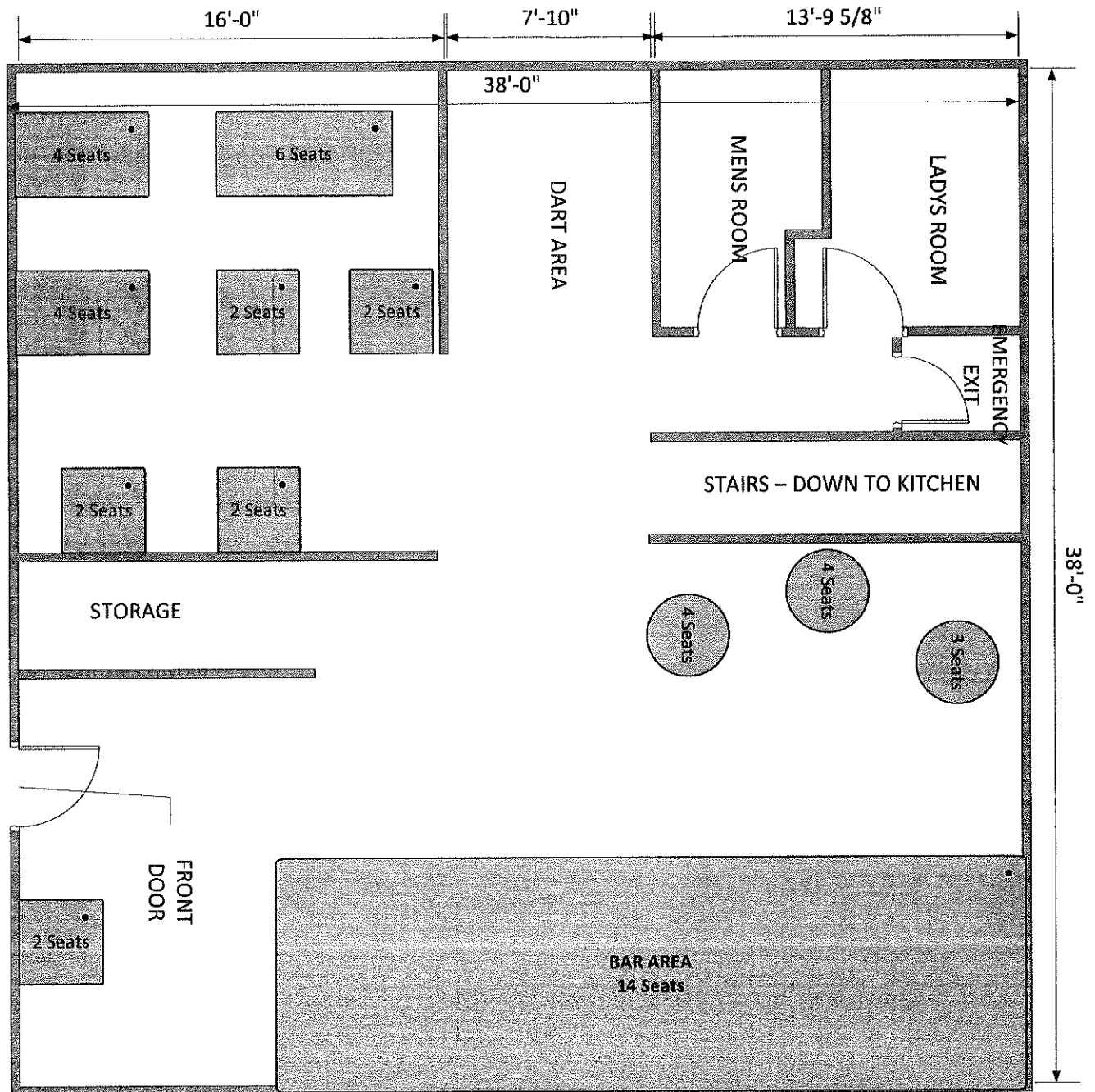
Coconut Cake \$5

Chocolate Cake \$5

Before placing your order, please inform your server if a person in your party has a food allergy. Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.



FORE ST



Rosies Layout
330 Fore St
Portland, Me

By: Larry Cushing
Version 1.0
Date: 2022-03-28



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

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

Business Information			
Establishment Name (d/b/a):	ROSIES RESTAURANT AND PUB	Phone:	207 772-5656
Location Address:	330 FORE ST PORTLAND, MAINE 04101		Zip:
Owner Name:	Sabouk LLC	Phone:	207 239-2211
Owner Email:	oukchea@yahoo.com		
Contact Person responsible for Entertainment:	Ouk Chea	Phone:	207 239-2211
Contact Person Email:	oukchea@yahoo.com		
Manager of Establishment:	Ouk Chea	Phone:	207 239-2211
Manager Email:	oukchea@yahoo.com		

About Your Establishment

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

Karaoke and maybe 1-2 person Acoustic

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

Signature

Title

Date

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



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Public Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor
License Valid April 1-November 30

☒ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot $2.00 \times 120 \text{ SF} = \240
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot $6.30 \times 120 \text{ SF} = \underline{\hspace{2cm}}$

Business Information	
Establishment Name (d/b/a):	Rosies Restaurant and Pub
Location Address:	330 Fore St Portland, Maine 04101
Mailing Address:	395 Allen Ave Portland, Maine 04103
Contact Person:	Ouk Chea
Contact Person Email:	oukchea@yahoo.com
Manager of Establishment:	Ouk Chea
Date of Birth:	09-25-1969
Owner of Premises (Landlord):	JR Ventures
Address of Premises Owner (Landlord):	330 Fore St Portland, Maine 04101

Owner Information

Corporate Name		Corporate Mailing Address	
Sabouk LLC		395 Allen Ave Portland, Maine 04103	
Contact Person:	Ouk Chea	Phone:	207 239-2211
Principal Officers	Title	Date of Birth	Residence Address
Ouk Chea	Owner	9-25-1969	933 Herman Rd Horsham, PA 19044
Sabrina Vith	Owner	11-1-1977	933 Herman Rd Horsham, PA 19044

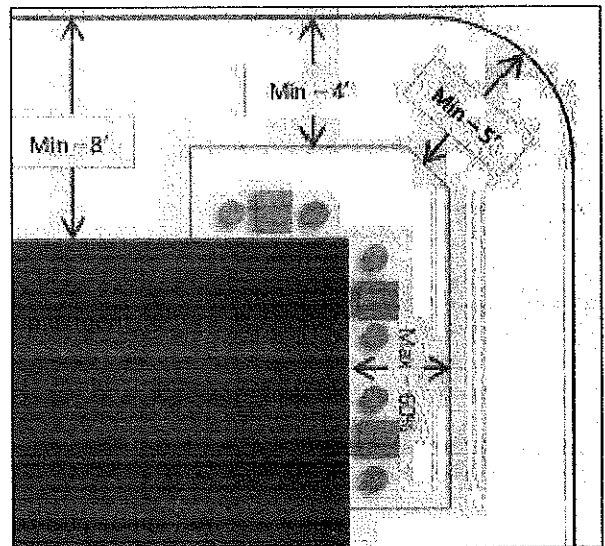


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class A Restaurant/Lounge
Type of food served:	Classic Pub Food
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒
Hours & days of operation:	Mon-Sun 10am-1am
Number of Tables	5 Picnic Tables, 2 Low top tables
Number of Chairs	6 chairs with low tops & 6 Chairs on Parklet Space

Design and Construction

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

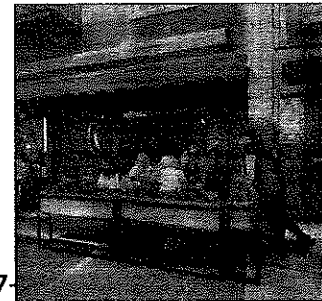
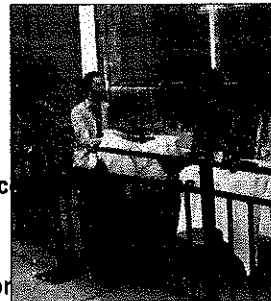


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes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

Barriers

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

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department

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

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

Signature *Amelia PD* Title *4/29/24* Date _____
Manager

For Administrative Use Only

Amount: _____	Request Date /	Approval	Notes: _____
Date Paid: _____	FD: _____	_____	_____
CC _____ CA _____ CK _____	Health: _____	_____	_____
	PD: _____	_____	_____
Amount: _____	Treasury: _____	_____	_____
Date Paid: _____	Zoning: _____	_____	_____
CC _____ CA _____ CK _____			

2024 Sideway Seating Application Diagram

Fore St.



One-way street

Sidewalk

Rope Barrier

20'

6'

3 Seat table

3 Seat table

Front Door

Rosies



CITY OF PORTLAND
Permitting and Inspections Department

**Parklet Outdoor Dining
 Supplemental Application**

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

☒ Legal Advertisement Deposit \$100.00
☐ 1 Parklet space \$3,000.00 ☒ 2 Parklet spaces \$5,000.00

Business Information			
Establishment Name (d/b/a):	ROSIES RESTAURANT AND PUB	Phone:	207 772-5656
Location Address:	330 FORE ST PORTLAND, MAINE 04101		
Mailing Address:	395 ALLEN AVE PORTLAND, MAINE 04103		
Contact Person:	Ouk Chea	Phone:	207 239-2211
Contact Person Email:	oukchea@outlook.com		
Manager of Establishment:	Ouk Chea	Date of Birth:	9-25-1969
		Phone:	207 239-2211
Owner of Premises (Landlord):	JR Ventures		
Address of Premises Owner (Landlord):	330 FORE ST PORTLAND, MAINE 04101		

Owner Information

Corporate Information			
Corporate Name	Corporate Mailing Address		
Sabouk LLC	395 ALLEN AVE PORTLAND, MAINE 04103		
Contact Person:	Ouk Chea	Phone:	207 239-2211
Principal Officers			
	Title	Date of Birth	Residence Address
Ouk Chea	Owner	9-25-1971	933 Herman Rd Horsham, PA 19044
Sabrina Vith	Owner	11-1-1977	933 Herman Rd Horsham, PA 19044

About Your Establishment

Class of License:	CLASS A RESTAURANT/LOUNGE
Type of food served:	CLASSIC PUB FOOD
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor
Hours & days of operation:	Mon-Sun 10am-1am
Number of Tables	5 Picnic Tables & 2 Low Top tables
Number of Chairs	6 chairs with low tops on sidewalk and 6 chairs on Parklet

Parklet Regulations

Pursuant to Chapter 25 of the City's Code of Ordinances, a permit is required for expanding food service to the outside of all properties. Outdoor dining permits for parking and other alternative public spaces will be issued under Chapter 25 and these regulations pursuant to the following requirements:

- Any food service operation located on City property pursuant to a permit issued hereunder must comply with state and local laws with respect to service of food and/or alcohol;
- For any outdoor dining operation located in a public parking space, the permit holder shall construct a platform, on which tables and chairs will sit. The platform must be built of durable, slip resistant materials such as composite plastic or construction-grade lumber. This platform may remain for the entire outdoor dining season (April 15-November 1) but must be removed upon conclusion;
- Any space occupied hereunder must be laid out in such a way that it complies with the requirements of the Americans with Disabilities Act. Including 5% of handicap seating. The required platform must be flush with any abutting sidewalk.
- Any movable items on the outdoor dining area must be secured against wind and theft and locked or removed when the business is closed.
- Any outdoor dining spaces permitted hereunder must be located immediately in front of the business. Where parking spaces are not striped (such as in multi-space meter areas) the location of any outdoor dining space must be located to minimize loss of effective parking spaces
- Only 2 hour metered parking spots can be utilized. Parking spot size is 8 feet by 20 feet.
- Any outdoor dining space must provide railings or other substantive barriers *along the edges* to protect patrons;
- Wheel stops satisfactory to the Permitting & Inspections Director must be placed at the front and rear sides of the outdoor dining platform, no less than 4 feet from the edges of the platform. In addition, flexible bollards shall be provided at the corners of the platform.
- Construction of the platform must allow water runoff to easily flow under platform;
- No attachments to the pavement or curbing are permitted;
- No covers are permitted over the outdoor dining space other than umbrellas;
- No advertising other than labels identifying the business is permitted on the outdoor dining space;
- No outdoor dining space in the vehicular right of way is permitted within 15' of an intersection;
- No outdoor dining space will be permitted within the vehicular right of way on a high traffic street, as determined by Public Works. Generally, these streets have a speed limit of over 25 miles per hour, a traffic volume of over 5,000 AADT, or a functional classification of Arterial or above;
- No outdoor dining space will be permitted on a street that does not have 12' clear in the middle after all parking and platforms are accounted for; and
- In any street that is entirely closed to traffic at certain times of the day, the street may be used for outdoor dining subject to relevant requirements listed above, adjusting for the unique condition of an entirely closed street.
- Street Closures include: Wharf Street, Dana Street, and Milk Street (between Exchange and Market only)
- After 4/15/22, Middle Street will go back to normal and the businesses will need to apply for a regular Parklet

Barriers

- Shall not include commercial signage.

Maintenance and Operations

- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.



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

Signature

[Handwritten Signature]

Title

Manager
4/29/24

Date

4/29/24

For Administrative Use Only

Fire: _____

Health: _____

Parking: _____

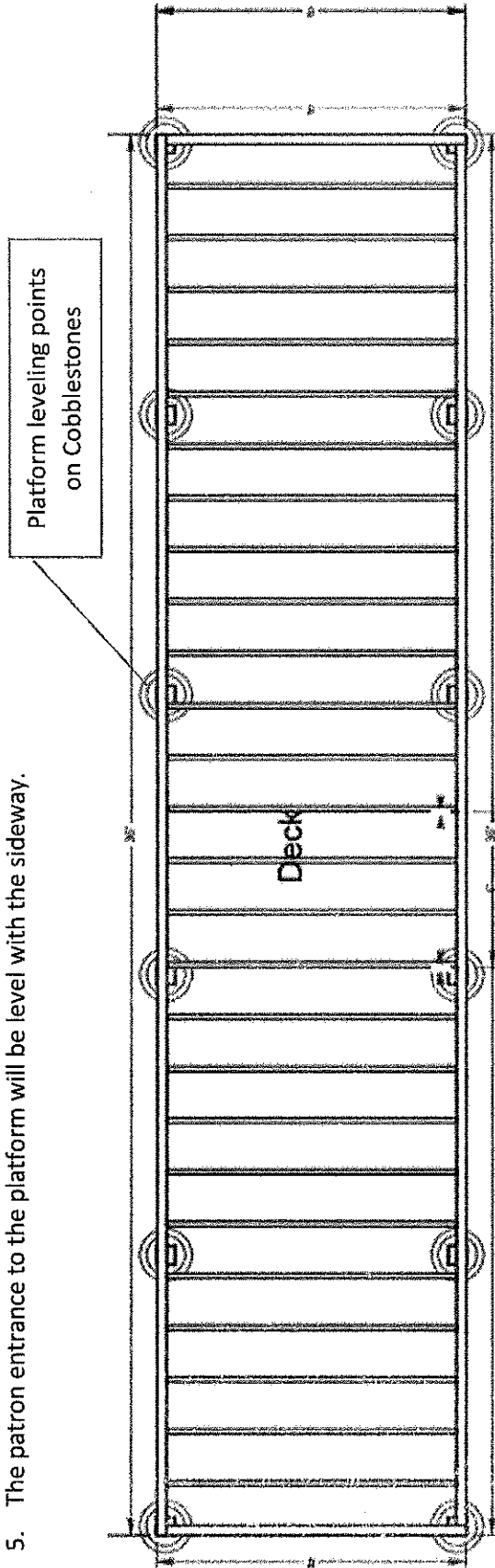
Permitting: _____

Police: _____

Treasury: _____

Outside Parklet for Rosie's

1. Platform decking will be built with durable, slip resistant materials. (Either composite plastic or construction-grade lumber)
2. A 3' barrier will encircle the entire platform.
3. The area will meet all ADA requirements
4. Construction of the platform will provide for water runoff
5. The patron entrance to the platform will be level with the sidewalk.



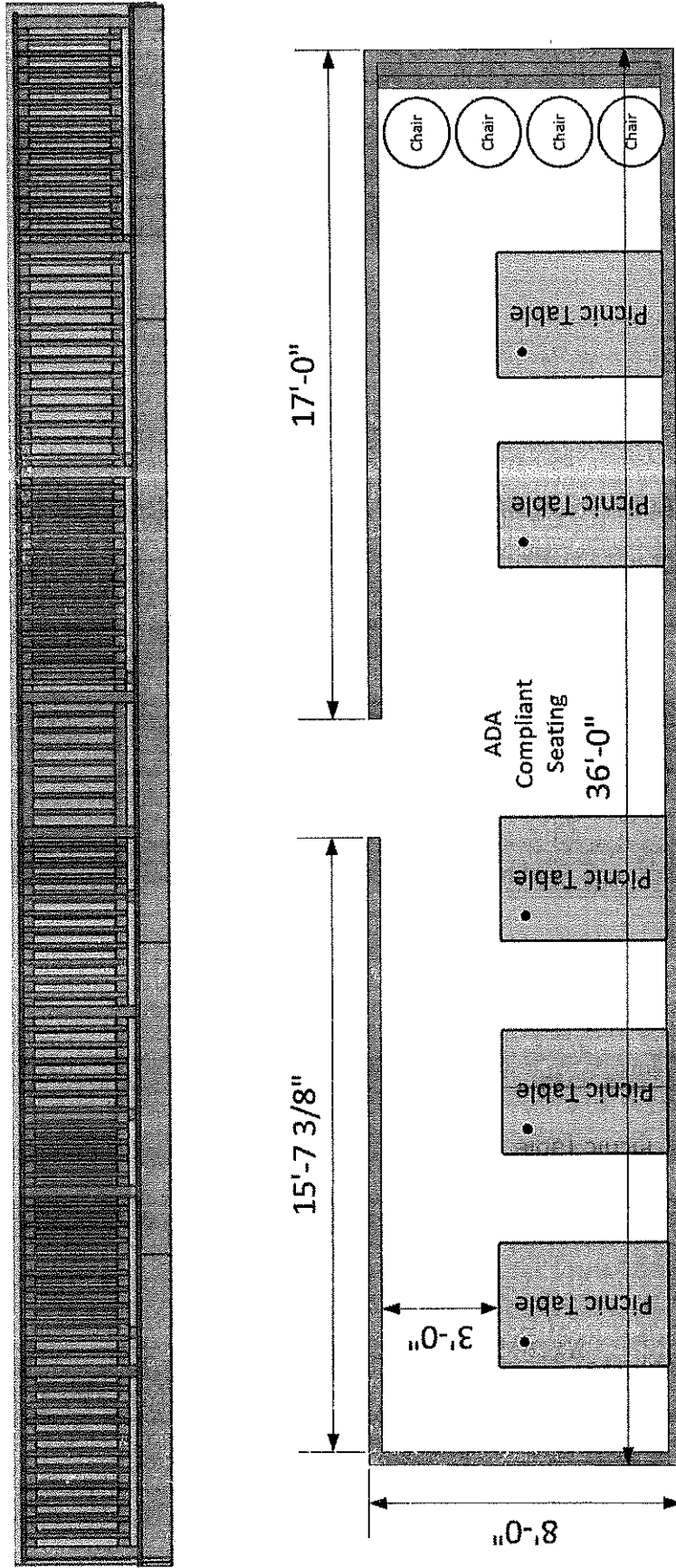
- Joist to be #2 2X6 pressure treated pine installed 16" on center
- Beams to be 2X6 pressure treated pine nailed
- Guard Rails to be 36" high with less than 4" openings
- Decking to be 5/4" X 6" pressure treated pine secured with #9 X 3" in flat-head wood deck screws
- Posts will be 4"X4" pressure treated pine secured with (2) 1/2 Carriage bolts with washers
- Top railing will be 5/4" x 6" pressure treated pine secured with #9 X 3" in flat-head wood deck screws

Dimensions 36' X 8' for total area of 288 sq ft.

Outside Parklet for Rosie's

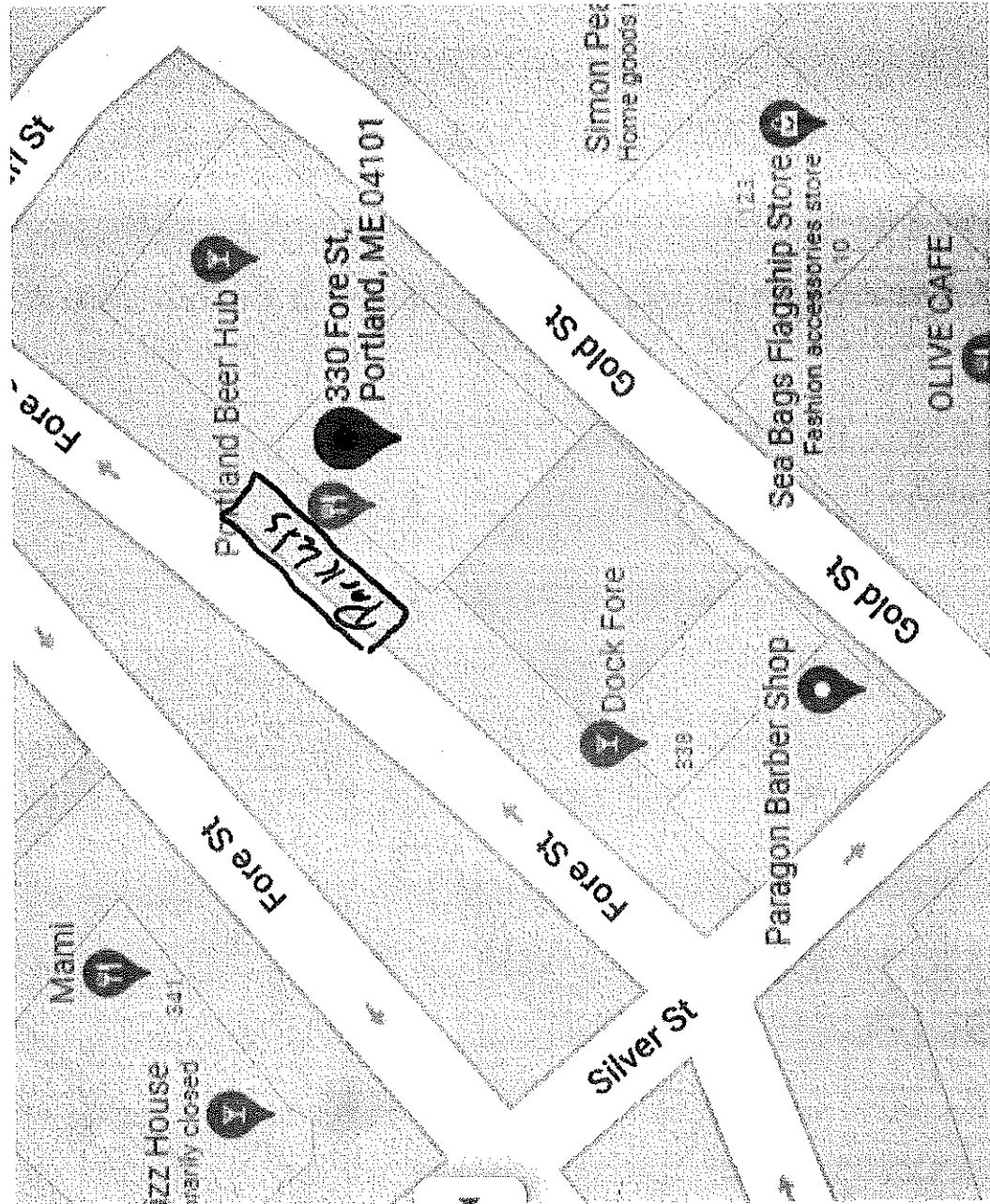
EVEVATION DIAGRAM

The platform will be installed and leveled to the sidewalk and if required a ramp will be installed to adjust for any different in height. The ramp will comply with the 1:12 slope ratio as required by ADA.



Outside Parklet for Rosie's

PLOT LAYOUT



Rosies Restaurant and Pub - 330 Fore St - Class XI Rest-Lounge - Change of Ownership

Zoning <zoning@portlandmaine.gov>

Tue, May 7, 2024 at 9:17 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erich@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Glen McGary <glenm@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

Good Morning,

The legal use for the ground floor of 330 Fore ST is restaurant. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]



Zachary Lenhert <zlenhert@portlandmaine.gov>

Rosies Restaurant and Pub - 330 Fore St - Class XI Rest-Lounge - Change of Ownership

Glen McGary <glenm@portlandmaine.gov>

Fri, May 3, 2024 at 4:14 PM

To: Treasury Division <treasury@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erich@portlandmaine.gov>, "Lynch, Kim" <Kim.Lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

PD approves

[Quoted text hidden]

--

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

Sound Mitigation Review

Applicant Ouk Chea

kschneck@portlandmaine.gov

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



May 28, 2024

Sabouk LLC
395 Allen Avenue
Portland, Maine 04103

Re: Sabouk LLC, dba Rosies Restaurant and Pub. Application for Class XI Restaurant/Lounge with Indoor Entertainment with Parklets and Outdoor Dining on Public Property at 330 Fore Street

Dear Sabouk LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 3, 2024 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with Indoor Entertainment with Parklets and Outdoor Dining on Public Property at 330 Fore Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 3, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for Sabouk LLC, dba Rosies Restaurant and Pub. Application for Class XI Restaurant/Lounge with Indoor Entertainment with Parklets and Outdoor Dining on Public Property at 330 Fore Street - Sponsored by Danielle P. West, City Manager



All Questions Must Be Answered Completely. Please print legibly.

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

1. New license or renewal of existing license? ☒ New Expected Start date: 06/03/2024
☐ Renewal Expiration Date: _____

Food: \$ 500,000.00 Beer, Wine or Spirits: \$ 500,000.00 Guest Rooms: _____

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

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

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

5. Business records are located at the following address:

395 Allen Ave Portland, Me 04103

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

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Ouk Chea	09/25/1969	Cambodia
Sabrina Vith	11/01/1977	Cambodia
Residence address on all the above for previous 5 years		
Name Ouk Chea	Address: 933 Herman Rd Horsham, PA 19044	
Name Sabrina Vith	Address: 933 Herman Rd Horsham, PA 19044	
Name	Address:	
Name	Address:	

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

JR VENTURES 330 FORE ST. PORTLAND, MAINE 04355

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

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

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

Name: CHURCH

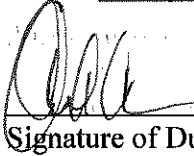
Distance: 2 MILES

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 4/27/24


Signature of Duly Authorized Person

Oak Chea
Printed Name Duly Authorized Person


Signature of Duly Authorized Person

Sabrina Vith
Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

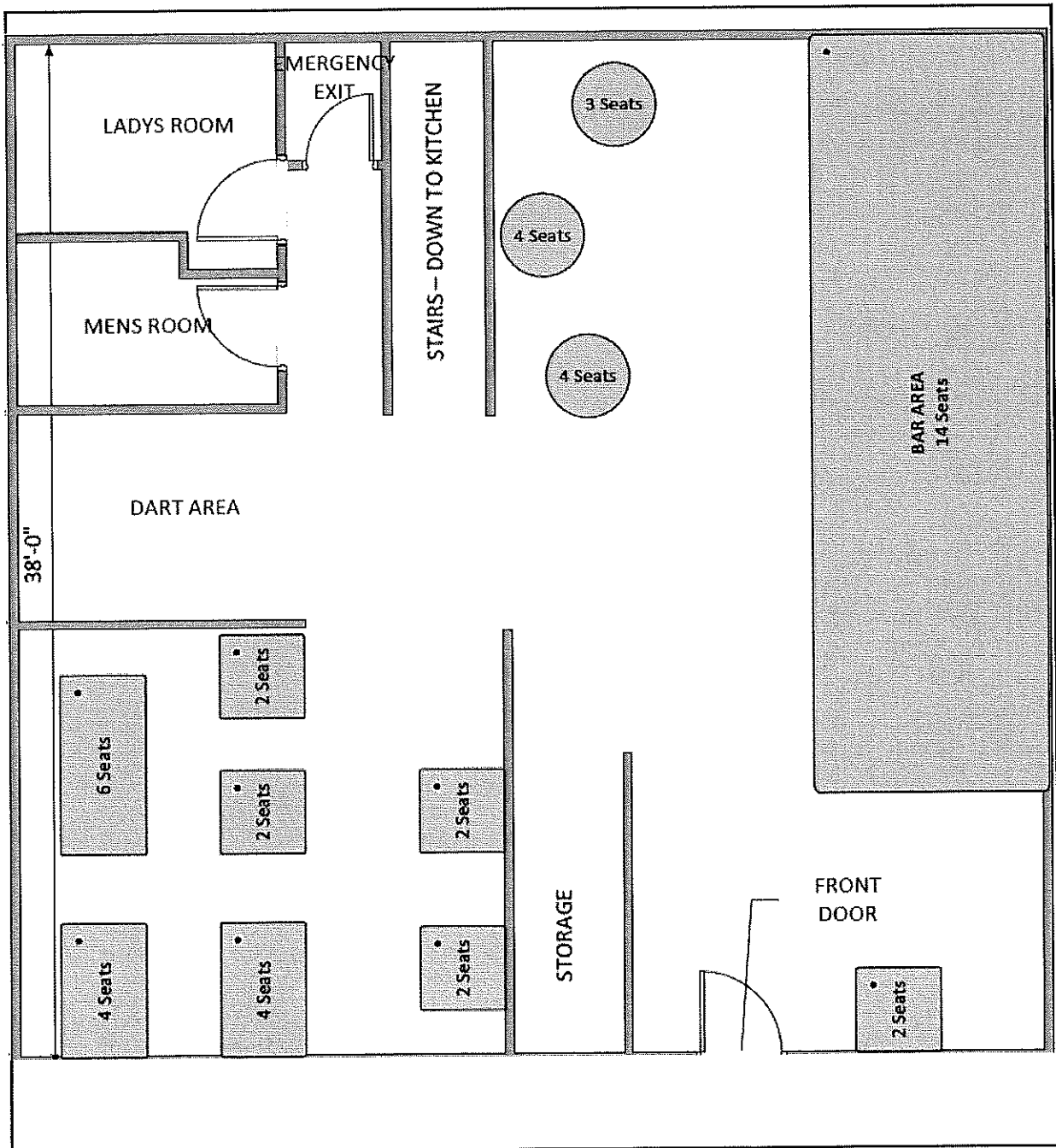
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

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

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



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

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: SABOUK LLC
2. Doing Business As, if any: ROSIES RESTAURANT AND PUB
3. Date of filing with Secretary of State: 09/22/2022 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Ouk Chea	933 Herman Rd Horsham, PA	09/25/1969	Owner	50.0000
Sabrina Vith	933 Herman Rd Horsham, PA	11/01/1977	Owner	50.0000

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

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

**Highroller LLC, dba Highroller Lobster Company. Application for Outdoor Dining on
Public Property at 106 Exchange Street**



January 12th, 2024

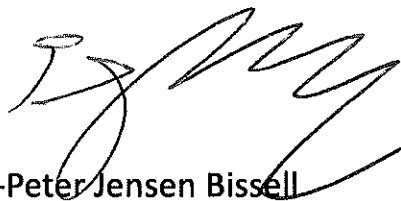
Mayor Dion & Council Members,

We kindly ask that you accept this application to grow our restaurant business Highroller Lobster Company from its current footprint occupying 102-104 Exchange Street to the adjacent indoor and outdoor space at 106 Exchange Street previously occupied by Timber Steakhouse.

We plan to grow our existing patio into the new outdoor space, which is much needed for our customers in the summertime. We also plan to offer a new menu in the inside space as a winter alternative to our summer-centric Lobster Rolls and seafood creations.

Please find required materials and fees enclosed, in the order that they appear on the supplemental checklist.

Thank you very much for the consideration,



-Peter Jensen Bissell
owner



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Public Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor
License Valid April 1-November 30

☐ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X ____ SF = ____
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot \$6.30 X ____ SF = ____

Business Information	
Establishment Name (d/b/a):	Highroller Lobster Co
Location Address:	106 Exchange Street
Mailing Address:	104 Exchange Street, Portland ME, 04101
Contact Person:	Peter Bissell
Contact Person Email:	peter@bisselbrothers.com
Manager of Establishment:	Matt Juliano
Owner of Premises (Landlord):	Joe Palacci
Address of Premises Owner (Landlord):	112 Jeanne St, Portland ME

Owner Information

Corporate Name		Corporate Mailing Address	
Highroller LLC		104 Exchange Street, Portland, ME 04101	
Contact Person:	Peter Bissell	Phone:	207-423-3622
Principal Officers	Title	Date of Birth	Residence Address
Andy Gerry	owner	5/6/91	44 Lubec St, S. Portland, ME
Baxter Key	owner	6/24/91	18 Larchwood Rd, S. Portland, ME
Peter Bissell	owner	8/10/83	23 Clemons St, S. Portland, ME

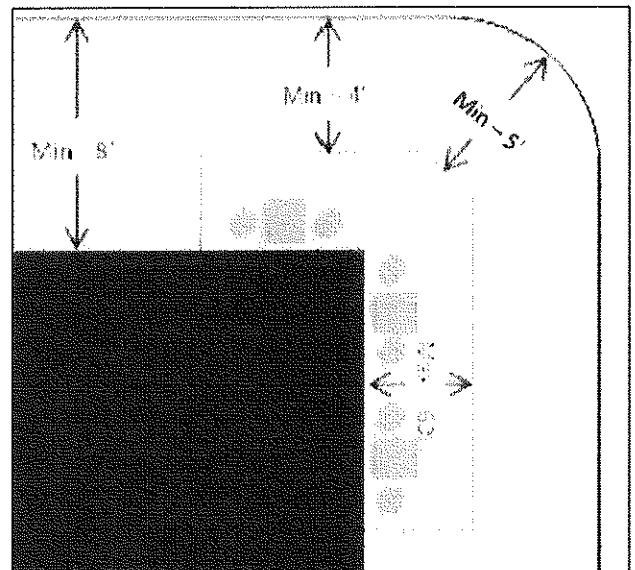


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	I
Type of food served:	Seafood, Lobster rolls, oysters, burgers
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒
Hours & days of operation:	Mon-Sat 11-11, Sun 11-9
Number of Tables	11
Number of Chairs	14 benches

Design and Construction

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

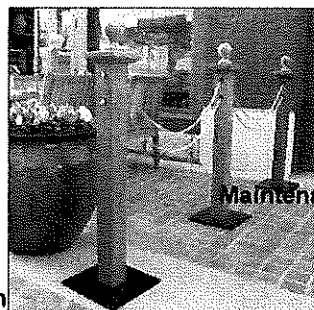


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes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

Barriers

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

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department

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

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

Signature _____

Title _____

Date _____

For Administrative Use Only

Amount: _____
Date Paid: _____
CC _____ CA _____ CK _____

Amount: _____
Date Paid: _____
CC _____ CA _____ CK _____

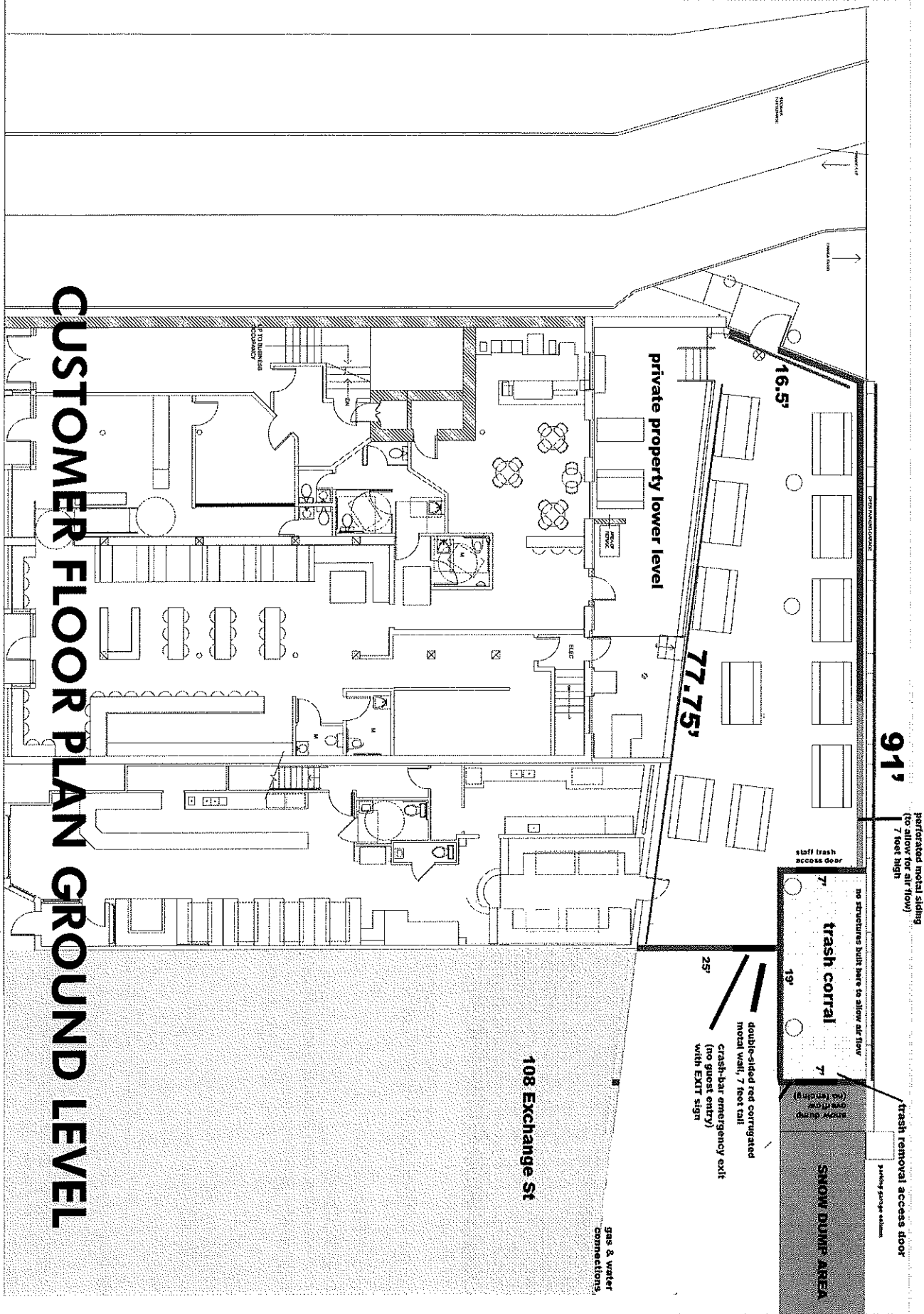
FD: _____
Health: _____
PD: _____

Treasury: _____
Zoning: _____

Request Date / Approval

Notes: _____

NEW HIGHROLLER PATIO SUBMISSION MAY 15 2024



FEDERAL STREET

102 104 106
EXCHANGE ST EXCHANGE ST EXCHANGE ST

CUSTOMER FLOOR PLAN GROUND LEVEL

NEW HIGHROLLER PATIO SUBMISSION MAY 15 2024

40% perforated metal siding
see attached cut sheet

91'

trash removal access door

parking garage volume

SNOW DUMP AREA

smoke during over flow (no fencing)

trash corral

no structures built here to allow air flow

shift trash access door

19'

double-sided red corrugated metal wall, 7 foot tall
crash-bar emergency exit (no guest entry) with EXIT sign

25'

private property lower level

77.75'

16.5'

108 Exchange St

gas & water connections

CUSTOMER FLOOR PLAN GROUND LEVEL

102

104

106

EXCHANGE ST EXCHANGE ST EXCHANGE ST

FIRST FLOOR PLAN

SCALE: 1/8" = 1'

FEDERAL STREET



Zachary Lenhart <zlenhart@portlandmaine.gov>

Highroller Lobster - Expansion of premise - 104 Exchange Street

Ann Machado <amachado@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>
Cc: Zoning <zoning@portlandmaine.gov>

Thu, Feb 22, 2024 at 4:45 PM

Zach -

A Class A Restaurant (Class I) is a permitted use in the B-3 Zone, per Table 6-C of Chapter 14.

Ann Machado
Zoning Administrator
Permitting and Inspections Department
City of Portland, Maine
(207) 874-8709
amachado@portlandmaine.gov

[Quoted text hidden]

Highroller Lobster - Expansion of premise - 104 Exchange Street

Eric Nevins <erich@portlandmaine.gov>

Sat, Feb 3, 2024 at 2:02 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

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

Approved

On Thu, Feb 1, 2024 at 4:23 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

--

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

City of Portland | Permitting and Inspections
Zachary Lenhart, Licensing and Housing Safety Manager



May 28, 2024

Highroller LLC
104 Exchange Street
Portland, Maine 04101

Re: Highroller LLC, dba Highroller Lobster Company. Application for Outdoor Dining on Public Property at 106 Exchange Street

Dear Highroller LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 3, 2024 at 5:00 p.m., for the review of application for Outdoor Dining on Public Property at 106 Exchange Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 3, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for Highroller LLC, dba Highroller Lobster Company. Application for Outdoor Dining on Public Property at 106 Exchange Street - Sponsored by Danielle P. West, City Manager

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

Allagash Brewing Company, dba Allagash Brewing Company. Application for Outdoor Dining on Private Property at 50 Industrial Way



Mayor Mark Dion
389 Congress Street
Portland, ME 04101

Dear Mayor Dion and Members of the City Council:

Please know that it is our intent to relocate a portion of our outdoor service area at our already existing brewery tasting room, located at 50 Industrial Way in the City of Portland, Maine, 04103 - License Number 6298.

This relocated seating area will provide a more comfortable space for our guests as they experience our warm and welcoming atmosphere and delicious Maine craft beer and beverages. The outdoor area will consist of both tables and stool seating, giving our guests the chance to enjoy the gorgeous Maine spring, summer and fall weather from the comfort of our outdoor tasting space. We will be relocating a portion of our existing outdoor seating to comply with our permitted occupancy limits and plumbing capacity.

As you'll see in the diagrams and photos, our outdoor dining area will be fully fenced in with egresses, both directly off the space and connected to the main brewery tasting area. We possess all necessary licenses for a brewery tasting room, and these licenses are current. There will not be dancing or live music in this area.

Should you need any additional information, we're happy to provide this. Please reach out to me directly at 617-899-5935 (cell) or sdiffley@allagash.com and I'll be glad to send along anything more that may be needed.

Thank you in advance for your additional consideration.

Seán Diffley



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Private Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

☐ Outdoor Dining on Private Property \$125.00 ☐ Legal Advertisement Deposit \$100.00

Business Information			
Business Name (d/b/a):	Allagash Brewing Company	Phone:	(207) 878-5385
Location Address:	50 Industrial Way, Portland, ME	Zip:	04013
Mailing Address:	50 Industrial Way, Portland, ME	Zip:	04103
Contact Person:	Sean Diffley	Phone:	(617) 899-5935
Contact Person Email:	sdiffley@allagash.com		
Manager of Establishment:	Jason Perkins	Date of Birth:	7/11/1974
		Phone:	207-878-5385
Owner of Premises (Landlord):	Allagash Brewing Company		
Address of Premises Owner:	50 Industrail Way, Portland, ME	Zip:	04103

Owner Information

Corporate Name		Corporate Mailing Address	
Allagash Brewing Company		50 Industrial Way	
		Zip:	04103
Contact Person:	sdiffley@allagash.com	Phone:	(207) 878-5385
Principal Officers	Title	Date of Birth	Residence Address
George Robert Tod	President	7/8/68	156 Woodville Rd. Falmouth, ME



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	FSE Without Prep; Brewery/Winery/Distillery
Type of food served:	None
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> Liquor
Hours & days of operation:	Su, M, Th: 11am-6pm; F, Sa: 11am-7pm; Tu, W: closed
Number of Tables	59
Number of Chairs	240

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

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

Signature _____ Title _____ Date _____

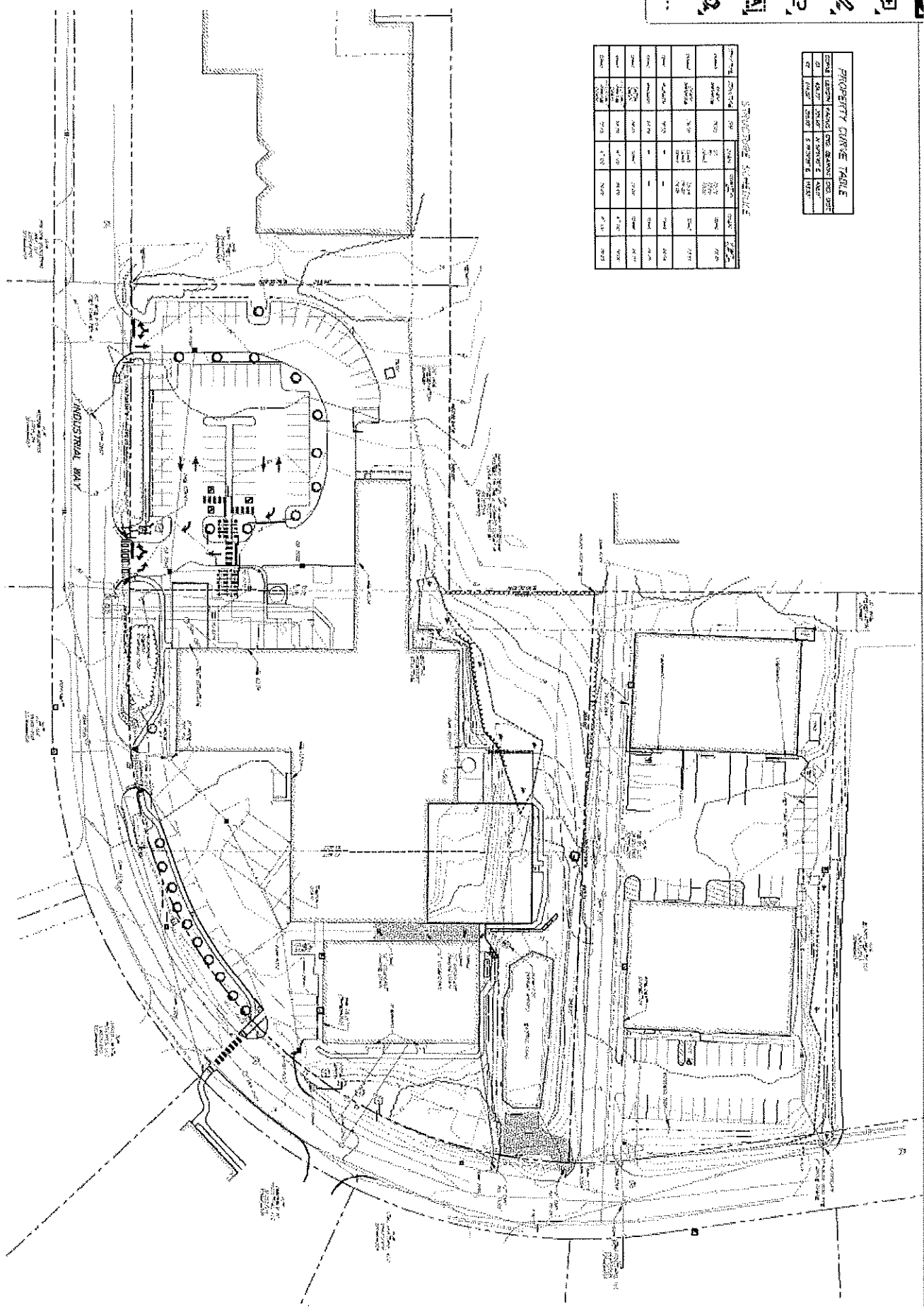
For Administrative Use Only

Amount: _____		Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	/	_____
CC _____ CA _____ CK _____	Health: _____	/	_____
	PD: _____	/	_____
Amount: _____	PR: _____	/	_____
Date Paid: _____	Treasury: _____	/	_____
CC _____ CA _____ CK _____	Zoning: _____	/	_____

☐ D
☐ C
☐ B
☐ A
☐

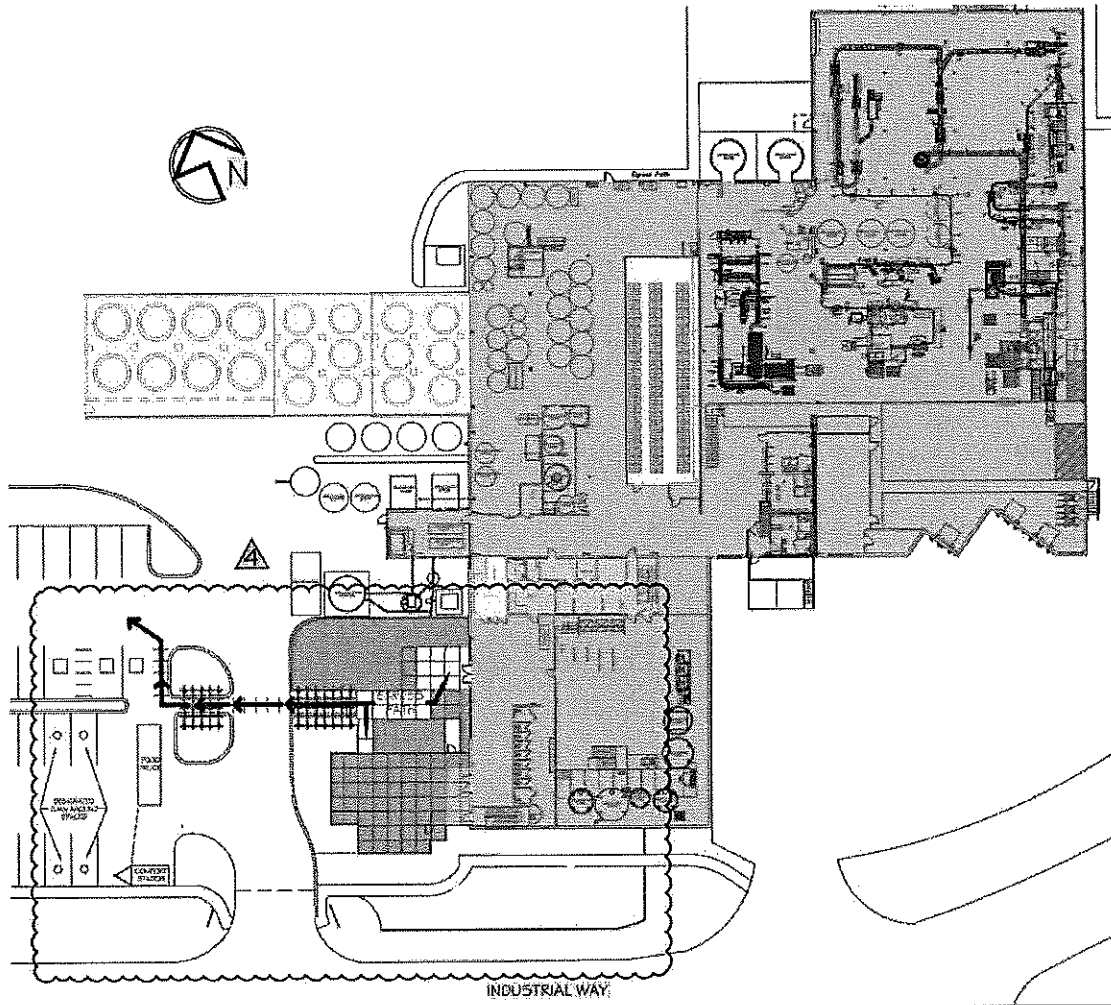
PROPERTY DATA TABLE			
OWNER	DATE	PROJECT	NO.
1000	10/10/00	1000	1000
1000	10/10/00	1000	1000
1000	10/10/00	1000	1000
1000	10/10/00	1000	1000

NO.	DATE	PROJECT	NO.	DATE	PROJECT	NO.	DATE	PROJECT	NO.	DATE	PROJECT
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000
1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000	1000	10/10/00	1000

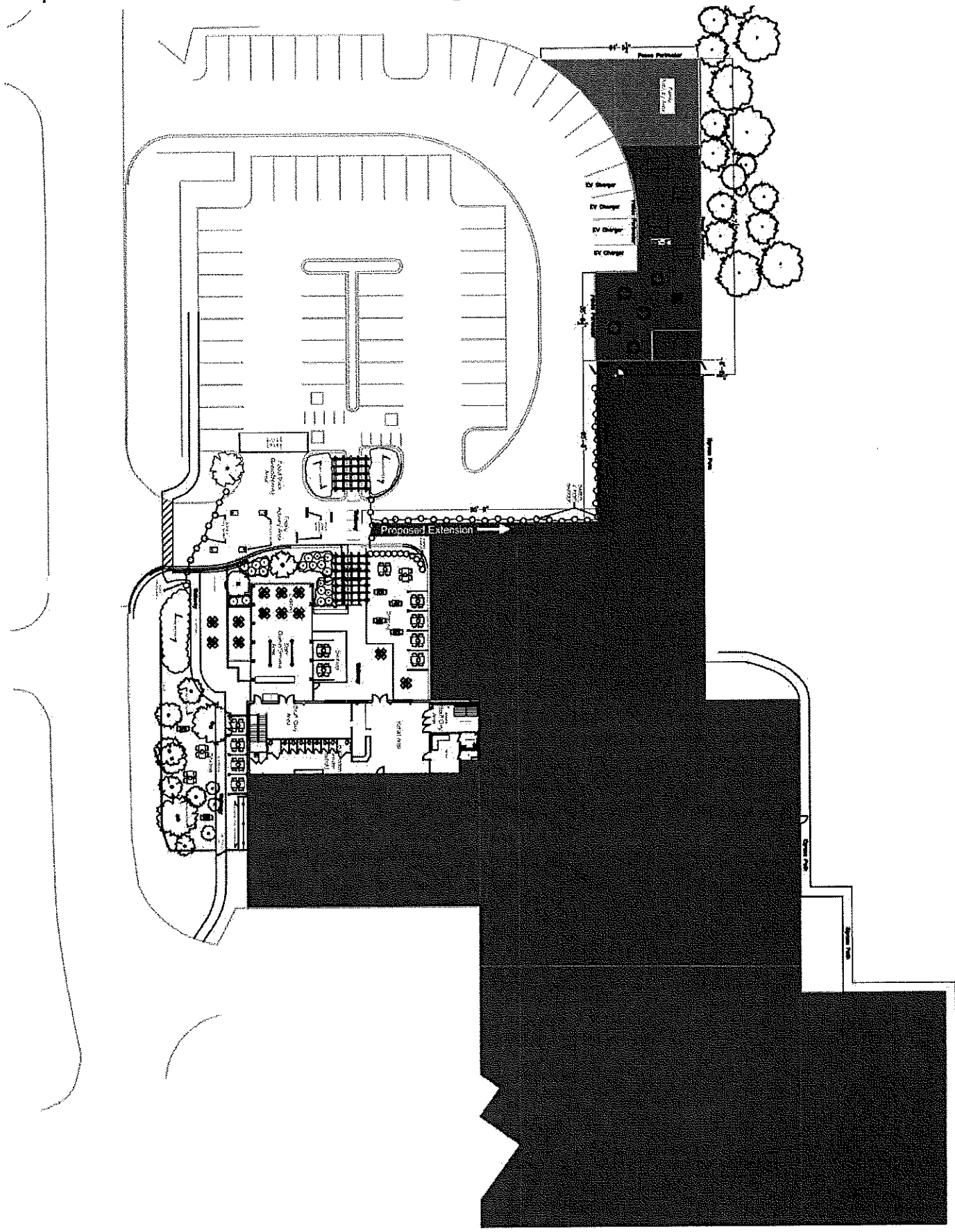


Current Approved Tasting Room Area

See area inside scalloped border. An outdoor dining area was approved in 2022 into a driveway of the parking lot area and a small wooded area along Industrial Way.

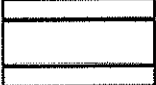
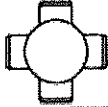


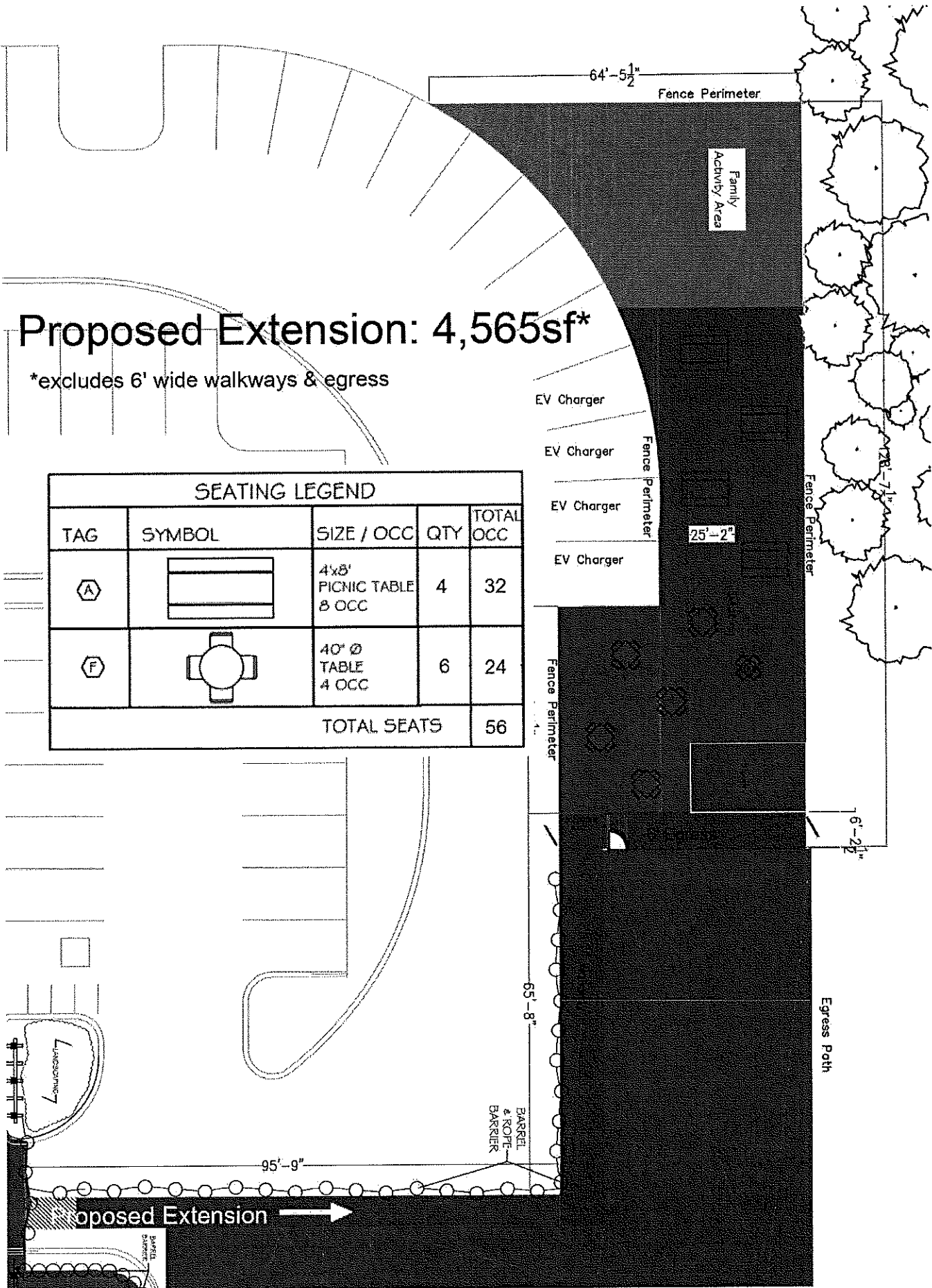
Proposed Extension to Outdoor Tasting Room - Relocation of Existing Seating



Proposed Extension: 4,565sf*

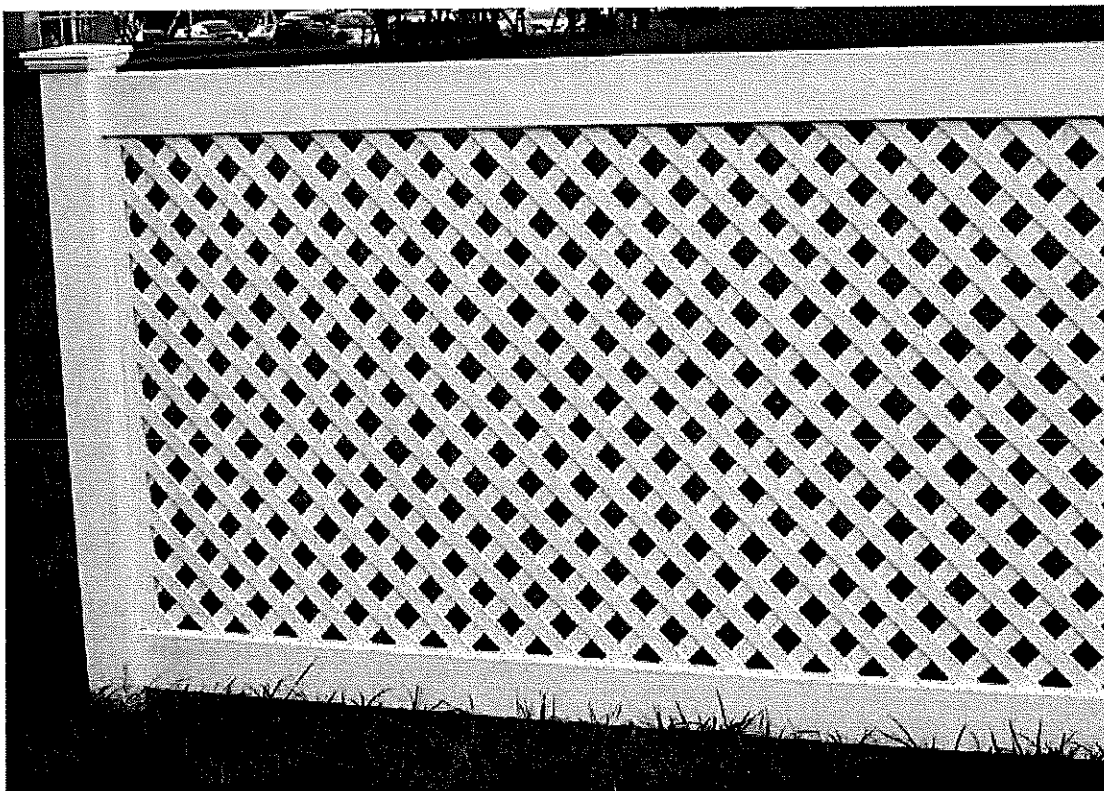
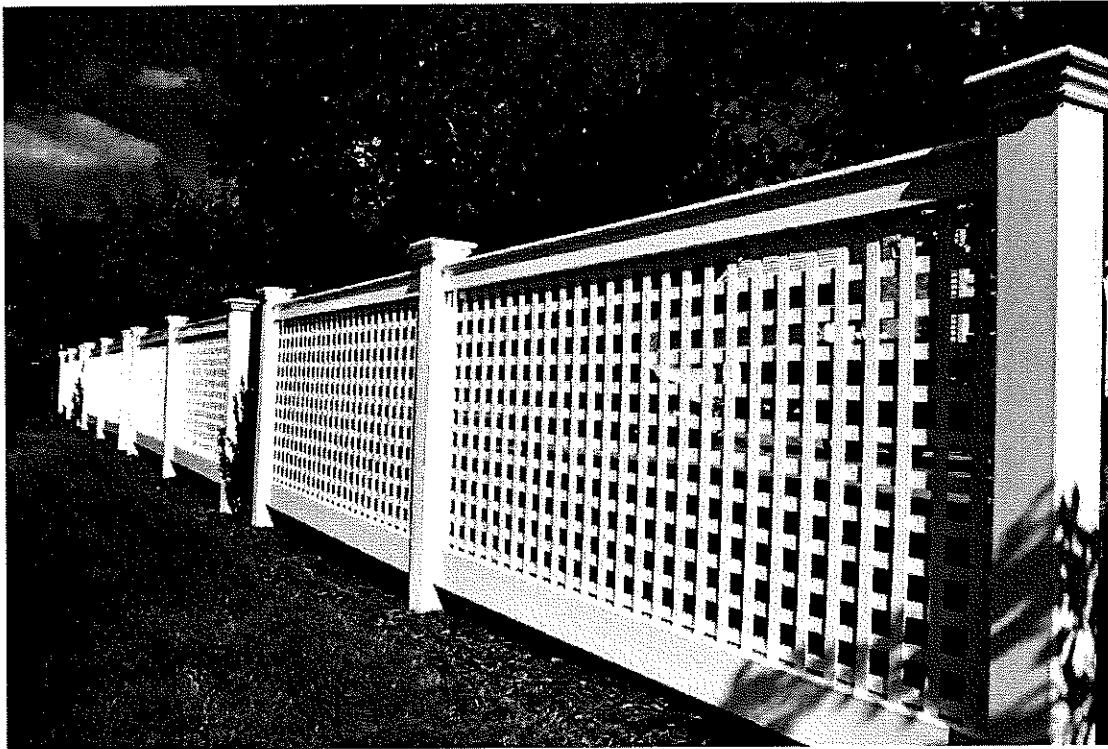
*excludes 6' wide walkways & egress

SEATING LEGEND				
TAG	SYMBOL	SIZE / OCC	QTY	TOTAL OCC
(A)		4'x8' PICNIC TABLE 8 OCC	4	32
(F)		40" Ø TABLE 4 OCC	6	24
TOTAL SEATS				56



Proposed Fencing

Description: vinyl lattice panels (8ftx4ft) framed into PT 4"x4" lumber posts. See attached concept photos. (Note: the concept photos show vinyl posts and framing--we'll be using PT posts and framing)





Zachary Lenhert <zlenhert@portlandmaine.gov>

Allagash - 50 Industrial - Private Outdoor Dining

Zachary Finley <zackf@portlandmaine.gov>
To: Zachary Lenhert <zlenhert@portlandmaine.gov>
Cc: Glen McGary <glenm@portlandmaine.gov>

Wed, May 29, 2024 at 12:20 PM

Approved!

Lieutenant Zack Finley
Portland Police Department

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 3, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for Allagash Brewing Company, dba Allagash Brewing Company. Application for Outdoor Dining on Private Property at 50 Industrial Way - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



May 28, 2024

Allagash Brewing Company
50 Industrial Way
Portland, Maine 04103

Re: Allagash Brewing Company, dba Allagash Brewing Company. Application for Outdoor Dining on Private Property at 50 Industrial Way

Dear Allagash Brewing Company:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 3, 2024 at 5:00 p.m., for the review of application for Outdoor Dining on Private Property at 50 Industrial Way. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert
Licensing and Housing Safety Manager



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

Request for Extension of License Privileges for an On-Premises Establishment

Section I: Licensee Information:

Legal Business Entity Licensee Name (corporation, LLC): Allagash Brewing Company	Business Name (D/B/A): Allagash Brewing Company
Individual or Sole Proprietor Licensee Name(s):	Physical Location: 50 Industrial Way, Portland, ME. 04103
License Number: BRW-1995-13, BRW-2017-13W, SMW-2022-14151	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: compliance@allagash.com
Telephone # Fax #:	Business Telephone # Fax #: (207) 878-5385

Section II: Extension of Privileges Information:

1. Name, Address, and Contact Information of Property Owner (if property is rented or leased, please provide a copy of rental/lease agreement):

Name: Allagash Brewing Company

Complete mailing address: 50 Industrial Way, Portland, ME

Telephone/Mobile Number: (207) 878-5385

Email Address: compliance@allagash.com

2. Type of Extension of Privileges: (check only one)

a. Temporary ☐ Inside ☐ Outside ☐

b. Permanent ☐ Inside ☐ Outside ☒

continue to next page

Request for Extension of License Privileges for an On-Premises Establishment, Rev. July 2021 Page 1 of 4

3. Start Date: 5/23/2024 End Date (if applicable): N/A

4. Will dancing be permitted in this area? Yes ☐ No ☒

a. If yes, does the establishment have a dance license? Yes ☐ No ☐

b. If yes, please provide a copy of the license from the State's Fire Marshall's Office

5. Will there be live entertainment in this area? Yes ☐ No ☒

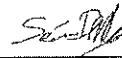
6. Reason for this request: It is our intent to relocate a portion of our outdoor service area at our already existing brewery tasting room, located at 50 Industrial Way in the City of Portland, Maine, 04103. This relocated area will allow for a more comfortable environment for guests to enjoy our tasting room. It will provide a shaded, ADA accessible and family-friendly area that will give guests the opportunity to relax and be socially distanced from others, while still enjoying the tasting room atmosphere.

Section III: Signature of Licensee

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

Please sign and date in blue ink.

Dated: 4/29/2024



Signature of Licensee or Duly Authorized Person

Seán Diffley

Printed Name of Licensee or Duly Authorized Person

Submit completed forms to: Bureau of Alcoholic Beverages and Lottery Operations

Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B,
Augusta, ME 04330

(continue to next page)

Request for Extension of License Privileges for an On-Premises Establishment, Rev. July 2021 Page 2 of 4

Section IV: Approval by Municipal/County Officers

Please note: The municipal/county officers where your establishment is located must approve all requests for extension of license privileges prior to filing with the Bureau. If your license is issued in an unorganized township, the county commissioners must approve this request, otherwise, it would be your municipal (town or city) officials.

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this extension of privileges for this on-premises licensee on this date: _____.

Check only one: ☐ City ☐ Town ☐ Unorganized Territory Name of City/Town/Unorganized

Territory: _____

Who is approving this application? ☐ Municipal Officers

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

Continued to next page

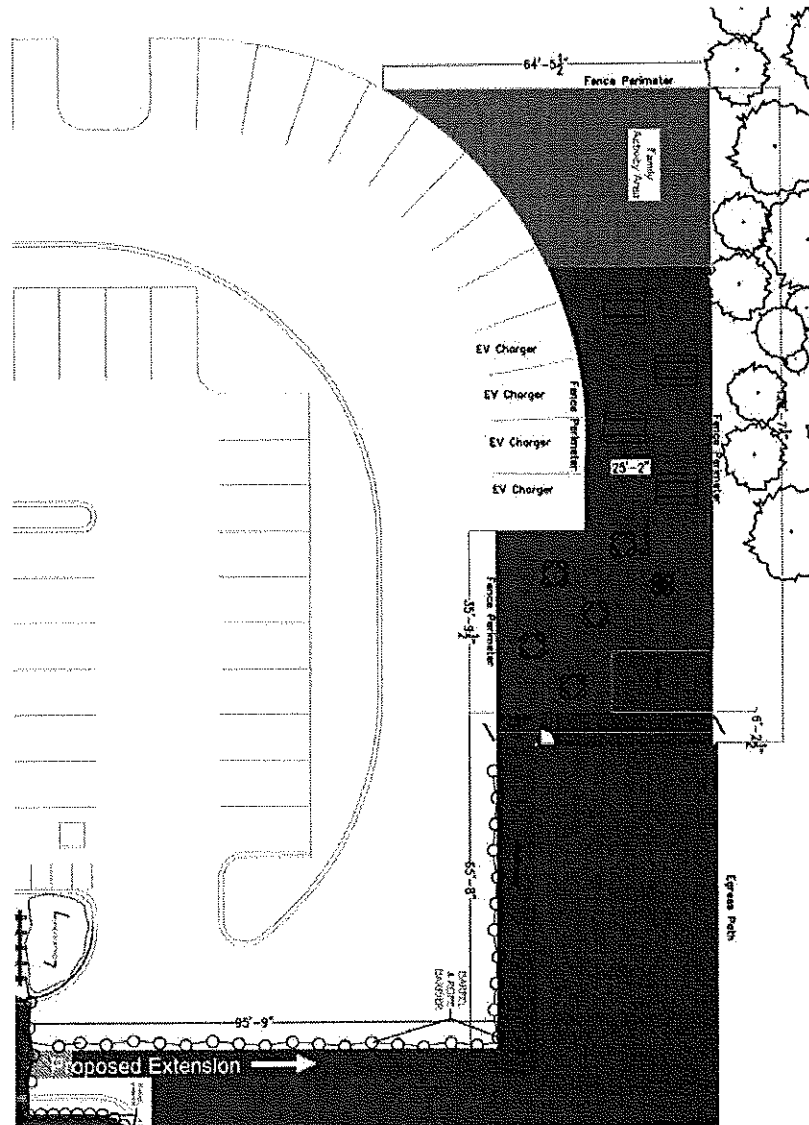
Diagram for Extension of Privileges Area

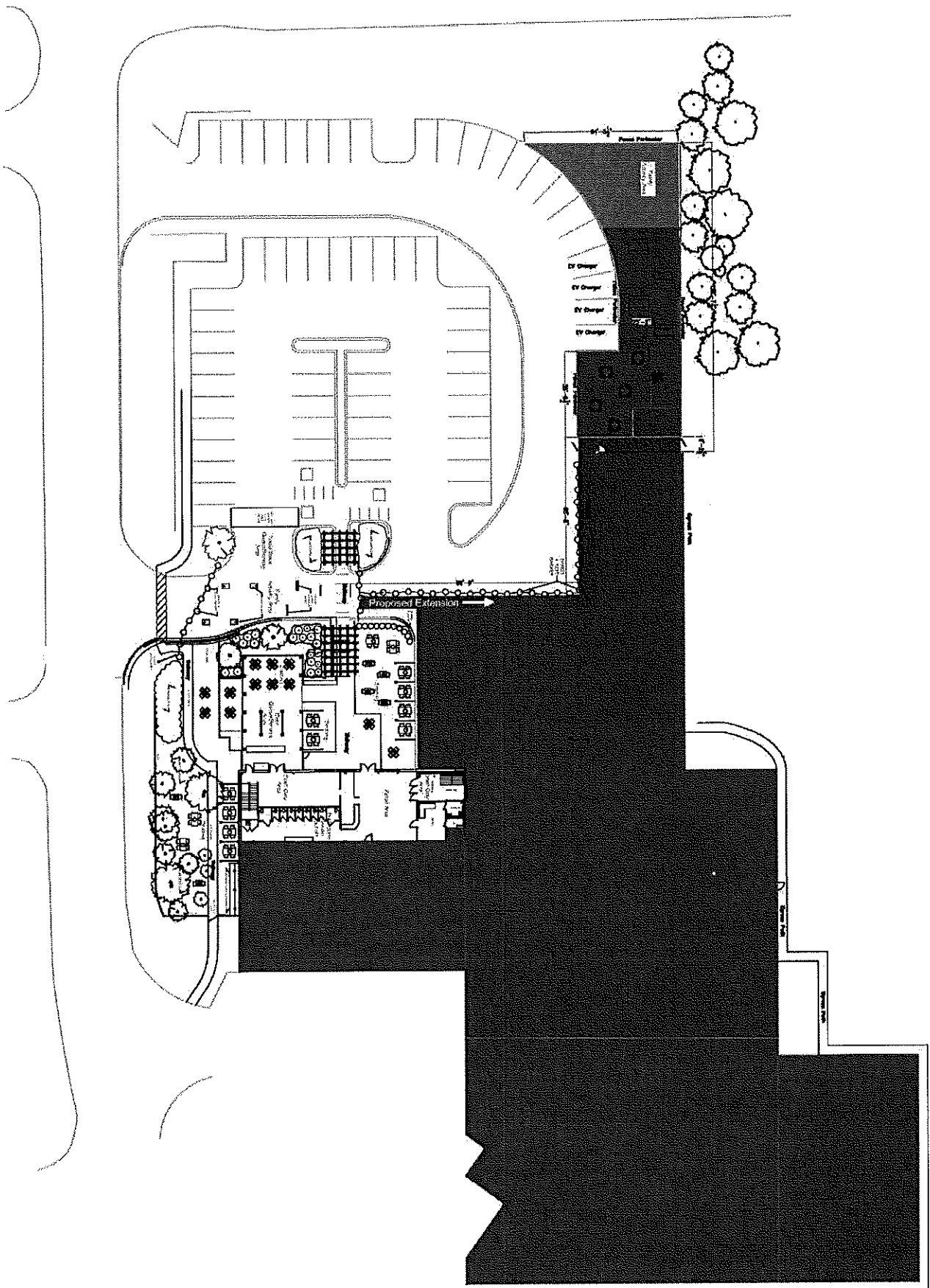
The following restrictions apply to outdoor extension of privileges:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating “No alcohol beyond this point”.
- There must be sufficient employees at the extension area of premises who would be able to control and monitor the area.

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your where consumption will occur including methods of monitoring and containment of the area(s).

A staff member will be assigned to the area on each shift rotation to monitor the area. The area will be enclosed by a fence (4"x4" lumber posts w/ 8'x4' vinyl lattice in between each post). The walkway to the space will be guided with rope strung between barrels





For Office Use Only:

Date Filed: _____ Date Issued: _____ Issued By: _____ ☐

Approved ☐ Not Approved

Request for Extension of License Privileges for an On-Premises Establishment, Rev. July 2021 Page 4 of 4

INVOICE

CITY OF PORTLAND
LICENSING & REGISTRATION
389 Congress Street
Portland, Maine 04101
(207) 756-8131



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00099915	04/30/2024	04/30/2024	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
6298	Legal Advertisement Deposit Outdoor Dining on Private Property Change	\$100.00
Allagash Brewing Company - 50 Industrial Way Portland, ME 04103		SUB TOTAL \$100.00

TOTAL **\$100.00**

Pd online on 5/2/24 w/ echeck

BILLING CONTACT

G. ROBERT TOD
50 Industrial Way
Portland, Me 04103

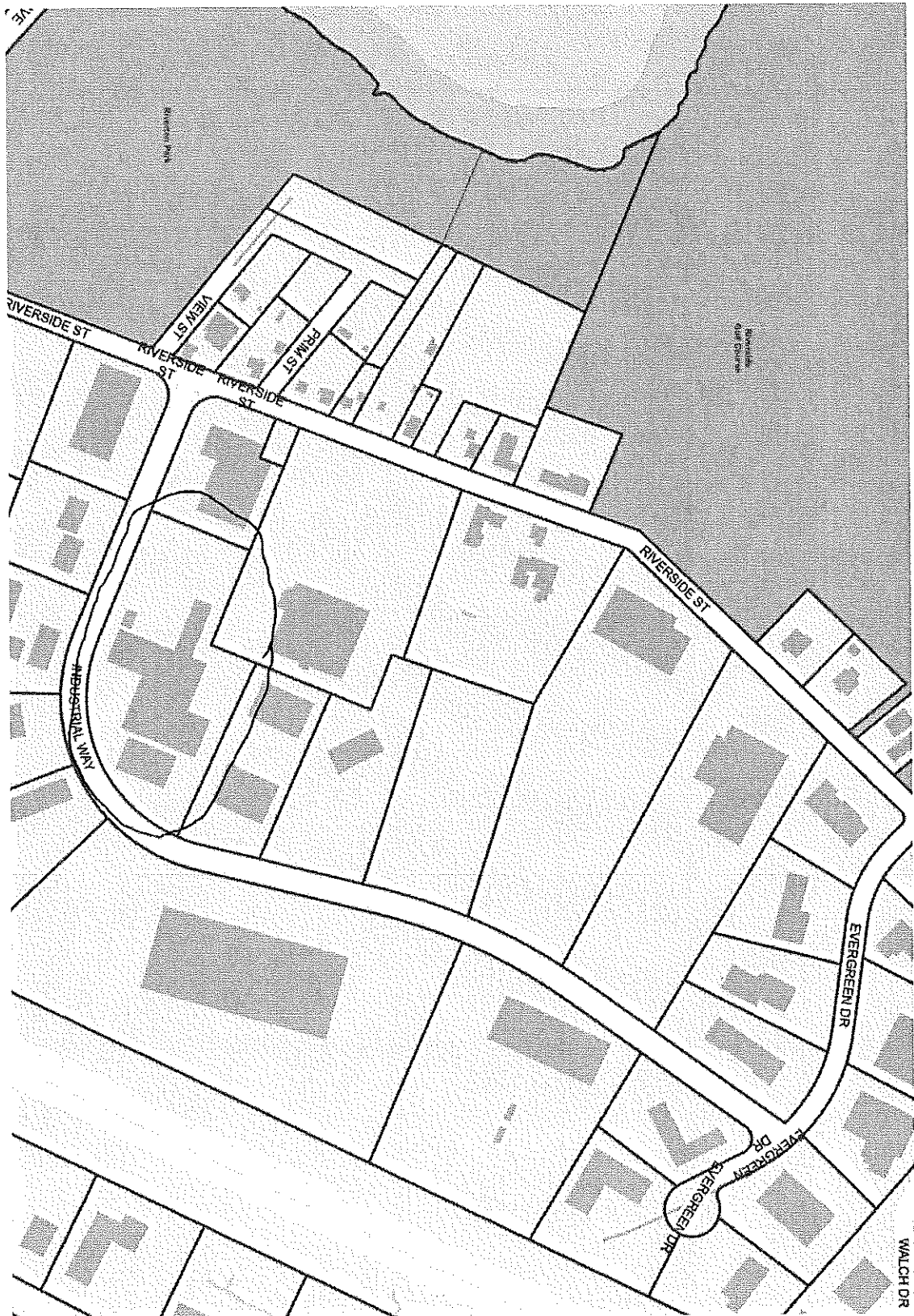
Make checks payable to the City of Portland, ATTN: Licensing & Registration, 389 Congress Street, Portland, ME 04101

This is a detailed plat map of a portion of Section 32, Township 23S, Range 14E. The map shows several land parcels, some of which are shaded in gray. The parcels are labeled with their respective numbers and areas in square feet. The map also shows roads, including Industrial Way and Aspen Park, and various easements and rights-of-way. A north arrow is located in the upper right corner of the map.

Parcel Information:

Parcel Number	Area (Sq. Ft.)
327A A007001	56,241
327A A008001	56,241
327A A008002	718,000
327A A008003	718,000
327A A008004	718,000
327A A008005	718,000
327A A008006	718,000
327A A008007	718,000
327A A008008	718,000
327A A008009	718,000
327A A008010	718,000
327A A008011	718,000
327A A008012	718,000
327A A008013	718,000
327A A008014	718,000
327A A008015	718,000
327A A008016	718,000
327A A008017	718,000
327A A008018	718,000
327A A008019	718,000
327A A008020	718,000
327A A008021	718,000
327A A008022	718,000
327A A008023	718,000
327A A008024	718,000
327A A008025	718,000
327A A008026	718,000
327A A008027	718,000
327A A008028	718,000
327A A008029	718,000
327A A008030	718,000
327A A008031	718,000
327A A008032	718,000
327A A008033	718,000
327A A008034	718,000
327A A008035	718,000
327A A008036	718,000
327A A008037	718,000
327A A008038	718,000
327A A008039	718,000
327A A008040	718,000
327A A008041	718,000
327A A008042	718,000
327A A008043	718,000
327A A008044	718,000
327A A008045	718,000
327A A008046	718,000
327A A008047	718,000
327A A008048	718,000
327A A008049	718,000
327A A008050	718,000
327A A008051	718,000
327A A008052	718,000
327A A008053	718,000
327A A008054	718,000
327A A008055	718,000
327A A008056	718,000
327A A008057	718,000
327A A008058	718,000
327A A008059	718,000
327A A008060	718,000
327A A008061	718,000
327A A008062	718,000
327A A008063	718,000
327A A008064	718,000
327A A008065	718,000
327A A008066	718,000
327A A008067	718,000
327A A008068	718,000
327A A008069	718,000
327A A008070	718,000
327A A008071	718,000
327A A008072	718,000
327A A008073	718,000
327A A008074	718,000
327A A008075	718,000
327A A008076	718,000
327A A008077	718,000
327A A008078	718,000
327A A008079	718,000
327A A008080	718,000
327A A008081	718,000
327A A008082	718,000
327A A008083	718,000
327A A008084	718,000
327A A008085	718,000
327A A008086	718,000
327A A008087	718,000
327A A008088	718,000
327A A008089	718,000
327A A008090	718,000
327A A008091	718,000
327A A008092	718,000
327A A008093	718,000
327A A008094	718,000
327A A008095	718,000
327A A008096	718,000
327A A008097	718,000
327A A008098	718,000
327A A008099	718,000
327A A008100	718,000
327A A008101	718,000
327A A008102	718,000
327A A008103	718,000
327A A008104	718,

Lot Street View



MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

**Bread and Olive LLC, dba Bread and Olive. Application for Outdoor Dining on Public
Property at 937 Congress Street**

BREAD & OLIVE

937 Congress Street

Portland, Maine

207-613-9619

April 29, 2024

Bread & Olive LLC
937 Congress Street
Portland ME 04102

RE: Bread & Olive Outdoor Dining Application

Dear Mayor Dion and Portland City Councilors,

I write to request approval to establish an outdoor dining area in front of our establishment at 937 Congress Street

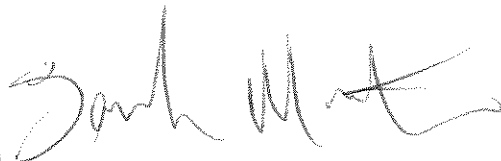
We would like to install two, 3ft x 3ft tables, each with four seats, directly in front of and to the left and right of our entrance.

Decorative rope, connecting to three, portable bollards will delineate each dining area of 80sq ft and 56 sq ft.

We look forward to welcoming guests to dine outside through the season as we continue to support the ongoing improvements and development in our neighborhood.

Sincerely,

Sarah Martin
Bread & Olive LLC





CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Public Property
Supplemental Application**

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

- ☐ Legal Advertisement Deposit \$100.00
- ☐ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X 136 SF = 272
- ☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot \$6.30 X _____ SF = _____

Business Information			
Establishment Name (d/b/a):	<u>Bread & Olive</u>	Phone:	<u>207 450.3290</u>
Location Address:	<u>937 Congress Street Portland ME 04102</u> Zip:		
Mailing Address:	<u>251 Valley Street Portland ME 04102</u> Zip:		
Contact Person:	<u>Sarah Martin</u>	Phone:	<u>207 450.3290</u>
Contact Person Email:	<u>boccafe@hotmail.com</u>		
Manager of Establishment:	<u>Sarah Martin</u>	Date of Birth:	<u>3/1/1966</u> Phone: <u>207 4503290</u>
Owner of Premises (Landlord):	<u>Innat Stephen</u>		
Address of Premises Owner (Landlord):	<u>937 Congress Street Portland ME 04102</u> Zip:		

Owner Information

Corporate Name		Corporate Mailing Address	
<u>Bread and Olive LLC</u>		<u>251 Valley St. Portland ME 04102</u> Zip:	
Contact Person:	<u>Sarah Martin</u>	Phone:	<u>207 450.3290</u>
Principal Officers	Title	Date of Birth	Residence Address
<u>Sarah Martin</u>	<u>Owner</u>	<u>3/1/1966</u>	<u>251 Valley St Portland ME 04102</u>

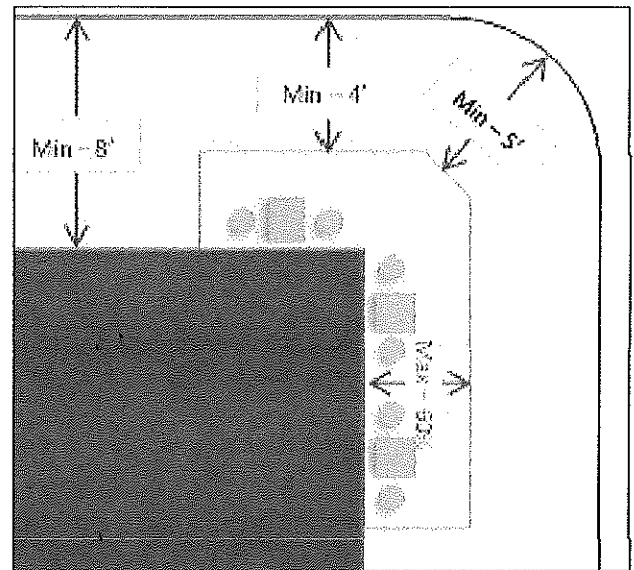


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class A Restaurant & Lounge (Class XI)
Type of food served:	Grilled meats, cheeses, nuts, desserts
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	Tuesday -> Saturday 4pm 11pm
Number of Tables	Two
Number of Chairs	8

Design and Construction

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

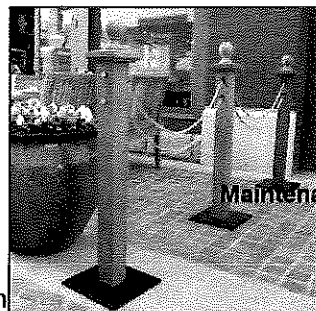


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes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

Barriers

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

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department

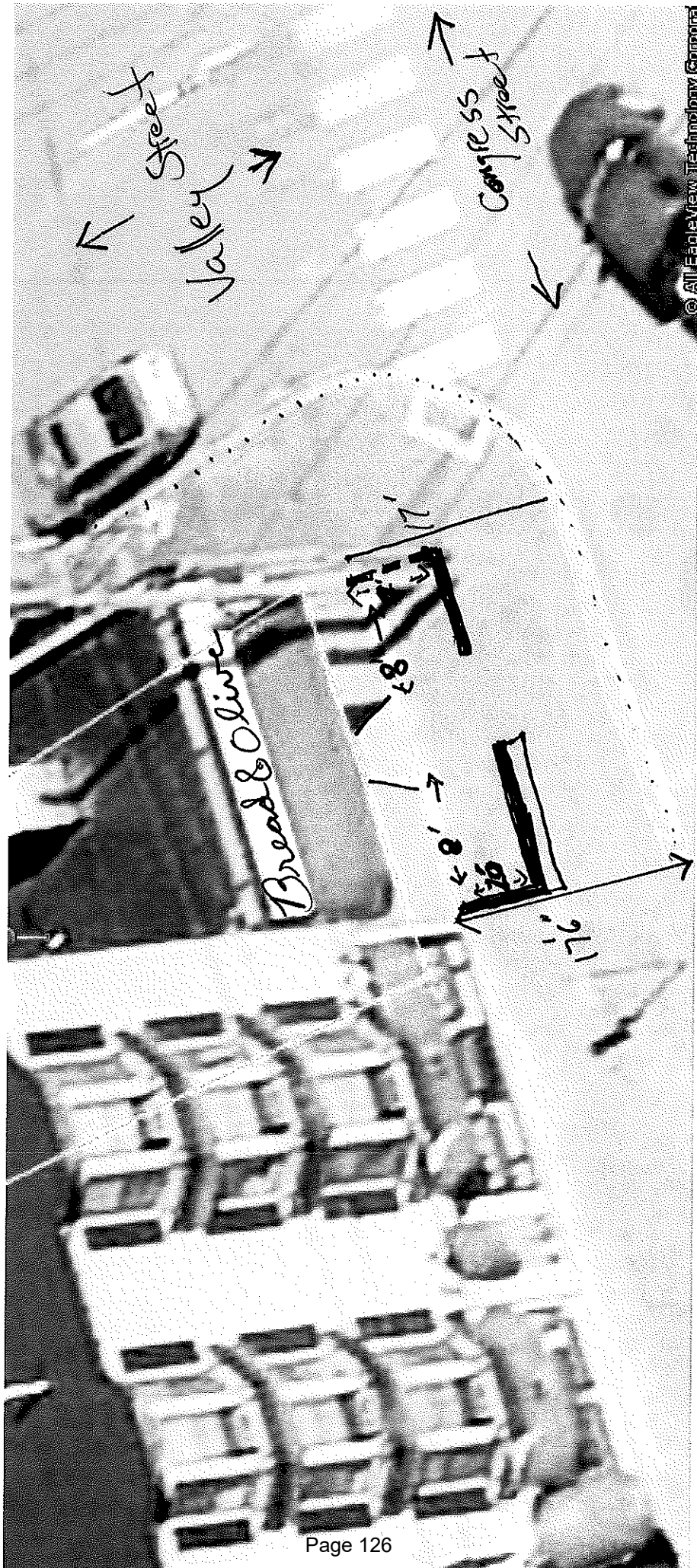
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor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

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

Signature *Suzanne M. [Signature]* Title *Owner* Date *9/29/2024*

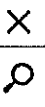
For Administrative Use Only

Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____
CC _____ CA _____ CK _____	Health: _____	_____
	PD: _____	_____
Amount: _____	Treasury: _____	_____
Date Paid: _____	Zoning: _____	_____
CC _____ CA _____ CK _____		



City of Portland Maine GIS Viewer

935 Congress



Show search results for 935 Co...

065 A01

065 C004

065 C003

065 C002

065 C001

065 C009

065 D010

065 D011

065 D012

065 D013

065 D014

065 D015

065 D016

065 D017

065 E024

065 E028

065 E029

065 E030

065 I003

053 X001

065 H001

065 H002

065 H005

065 H008

065 H009

065 G001

065 G002

065 G003

065 G004

065 G005

065 G006

065 G007

065 G008

065 G009

065 G010

065 G011

065 G012

065 G013

065 G014

065 G015

065 G016

065 G017

065 G018

065 G019

065 G020

065 G021

065 G022

065 G023

065 G024

065 G025

065 G026

065 G027

065 G028

065 G029

065 G030

065 G031

065 G032

065 G033

065 G034

065 G035

065 G036

065 G037

065 G038

065 G039

065 G040

065 G041

065 G042

065 G043

065 G044

065 G045

065 G046

065 G047

065 G048

065 G049

065 G050

065 G051

065 G052

065 G053

065 G054

065 G055

065 G056

065 G057

065 G058

065 G059

065 G060

065 G061

065 G062

065 G063

065 G064

065 G065

065 G066

065 G067

065 G068

065 G069

065 G070

065 G071

065 G072

065 G073

065 G074

065 G075

065 G076

065 G077

065 G078

065 G079

065 G080

065 G081

065 G082

065 G083

065 G084

065 G085

065 G086

065 G087

065 G088

065 G089

065 G090

065 G091

065 G092

065 G093

065 G094

065 G095

065 G096

065 G097

065 G098

065 G099

065 G100

065 G101

065 G102

065 G103

065 G104

065 G105

065 G106

065 G107

065 G108

065 G109

065 G110

065 G111

065 G112

065 G113

065 G114

065 G115

065 G116

065 G117

065 G118

065 G119

065 G120

065 G121

065 G122

065 G123

065 G124

065 G125

065 G126

065 G127

065 G128

065 G129

065 G130

065 G131

065 G132

065 G133

065 G134

065 G135

065 G136

065 G137

065 G138

065 G139

065 G140

065 G141

065 G142

065 G143

065 G144

065 G145

065 G146

065 G147

065 G148

065 G149

065 G150

065 G151

065 G152

065 G153

065 G154

065 G155

065 G156

065 G157

065 G158

065 G159

065 G160

065 G161

065 G162

065 G163

065 G164

065 G165

065 G166

065 G167

065 G168

065 G169

065 G170

065 G171

065 G172

065 G173

065 G174

065 G175

065 G176

065 G177

065 G178

065 G179

065 G180

065 G181

065 G182

065 G183

065 G184

065 G185

065 G186

065 G187

065 G188

065 G189

065 G190

065 G191

065 G192

065 G193

065 G194

065 G195

065 G196

065 G197

065 G198

065 G199

065 G200

065 G201

065 G202

065 G203

065 G204

065 G205

065 G206

065 G207

065 G208

065 G209

065 G210

065 G211

065 G212

065 G213

065 G214

065 G215

065 G216

065 G217

065 G218

065 G219

065 G220

065 G221

065 G222

065 G223

065 G224

065 G225

065 G226

065 G227

065 G228

065 G229

065 G230

065 G231

065 G232

065 G233

065 G234

065 G235

065 G236

065 G237

065 G238

065 G239

065 G240

065 G241

065 G242

065 G243

065 G244

065 G245

065 G246

065 G247

065 G248

065 G249

065 G250

065 G251

065 G252

065 G253

065 G254

065 G255

065 G256

065 G257

065 G258

065 G259

065 G260

065 G261

065 G262

065 G263

065 G264

065 G265



Zachary Lenhart <zlenhart@portlandmaine.gov>

Bread and Olive - 937 Congress - Public Outdoor Dining

Zachary Finley <zackf@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>
Cc: Glen McGary <glenm@portlandmaine.gov>

Wed, May 29, 2024 at 12:20 PM

Approved.

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

Bread and Olive - 937 Congress - Public Outdoor Dining

Zoning <zoning@portlandmaine.gov>

Tue, May 21, 2024 at 9:40 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>

Hello,

937 Congress St is in the B2 zone. The legal use of 065 C009001 is "restaurant & drinking establishment." These uses are permitted in the B2 zone (table 6-A).

Zoning approves.

Will

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 3, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for Bread and Olive LLC, dba Bread and Olive. Application for Outdoor Dining on Public Property at 397 Congress Street- Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



May 28, 2024

Bread and Olive LLC
251 Valley Street
Portland, Maine 04102

Re: Bread and Olive LLC, dba Bread and Olive. Application for Outdoor Dining on Public Property at 397 Congress Street

Dear Bread and Olive LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 3, 2024 at 5:00 p.m., for the review of application for Outdoor Dining on Public Property at 397 Congress Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



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

Request for Extension of License Privileges for an On-Premises Establishment

Section I: Licensee Information:

Legal Business Entity Licensee Name (corporation, LLC): <u>Bread and Olive LLC</u>	Business Name (D/B/A): <u>Bread & Olive</u>
Individual or Sole Proprietor Licensee Name(s): <u>Sarah Martin</u>	Physical Location: <u>937 Congress Street</u> <u>Portland</u> <u>Maine</u> <u>04102</u>
License Number: <u>CARL-2022-14201</u>	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: <u>boccase@hotmail.com</u>
Telephone # Fax #: <u>207 450-3290</u>	Business Telephone # Fax #: <u>(207)-613-9619</u>

Section II: Extension of Privileges Information:

1. Name, Address, and Contact Information of Property Owner (if property is rented or leased, please provide a copy of rental/lease agreement):

Name: William Simpson

Complete mailing address: 939 Congress Street, Portland, Me.
04102

Telephone/Mobile Number: 9(207) 874-0700

Email Address: Classactspropertymanagement@yahoo.com

2. Type of Extension of Privileges: (check only one)

a. Temporary ☐ Inside ☐ Outside ☒
b. Permanent ☐ Inside ☐ Outside ☐

continue to next page

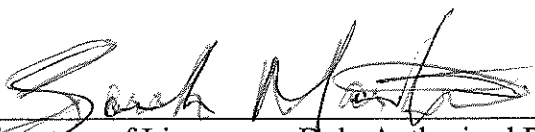
3. Start Date: April 1 End Date (if applicable): November 15
4. Will dancing be permitted in this area? Yes ☐ No ☒
a. If yes, does the establishment have a dance license? Yes ☐ No ☐
b. If yes, please provide a copy of the license from the State's Fire Marshall's Office
5. Will there be live entertainment in this area? Yes ☐ No ☒
6. Reason for this request:

Section III: Signature of Licensee

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

Please sign and date in blue ink.

Dated: 5/10/24


Signature of Licensee or Duly Authorized Person

Sarah Martin
Printed Name of Licensee or Duly Authorized Person

Submit completed forms to: Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B,
Augusta, ME 04330

(continue to next page)

Section IV: Approval by Municipal/County Officers

Please note: The municipal/county officers where your establishment is located must approve all requests for extension of license privileges prior to filing with the Bureau. If your license is issued in an unorganized township, the county commissioners must approve this request, otherwise, it would be your municipal (town or city) officials.

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this extension of privileges for this on-premises licensee on this date: _____.

Check only one: ☐ City ☐ Town ☐ Unorganized Territory

Name of City/Town/Unorganized Territory:

Who is approving this application? ☐ Municipal Officers
☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

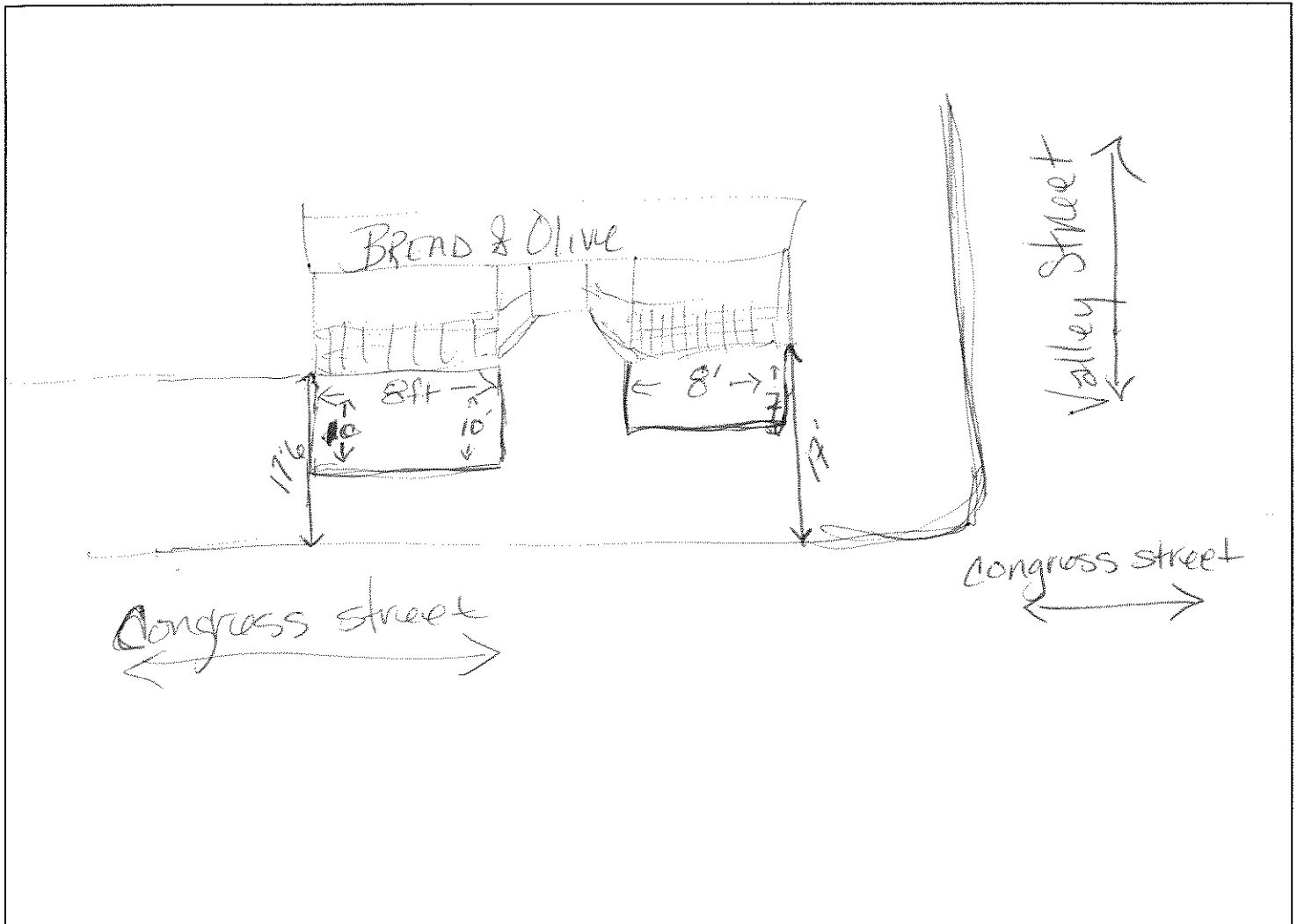
Continued to next page

Diagram for Extension of Privileges Area

The following restrictions apply to outdoor extension of privileges:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the extension area of premises who would be able to control and monitor the area.

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your where consumption will occur including methods of monitoring and containment of the area(s).



For Office Use Only:

Date Filed: _____ Date Issued: _____ Issued By: _____

☐ Approved ☐ Not Approved

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

Oscar Pizza LLC, dba Otto. Application for Indoor Entertainment at 250 Read Street



Otto Portland, LLC.
576 Congress Street
Portland, ME 04101

5/1/24

To City Council and Mayor of Portland:

We, Otto, intend to have entertainment at our location at 250 Read St. During the day we will provide stereo background music. In the evening and nighttime hours, we will occasionally have performers providing background music at a low volume so that customers can have a conversation while eating. We will not have full bands or DJs.

Thank you,

Michael Keon
Otto Portland, LLC Manager



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

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

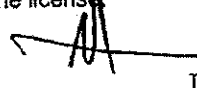
Business Information	
Establishment Name (d/b/a):	Otto
Location Address:	250 Read St
Owner Name:	Michael Keon / Anthony Allen
Owner Email:	mike@ottopotland.com
Contact Person responsible for Entertainment:	Eric Shepherd
Contact Person Email:	erics@ottopotland.com
Manager of Establishment:	Rick Boyd Angela DeMille
Manager Email:	Rickbo@ottopotland.com angelad@ottopotland.com

About Your Establishment

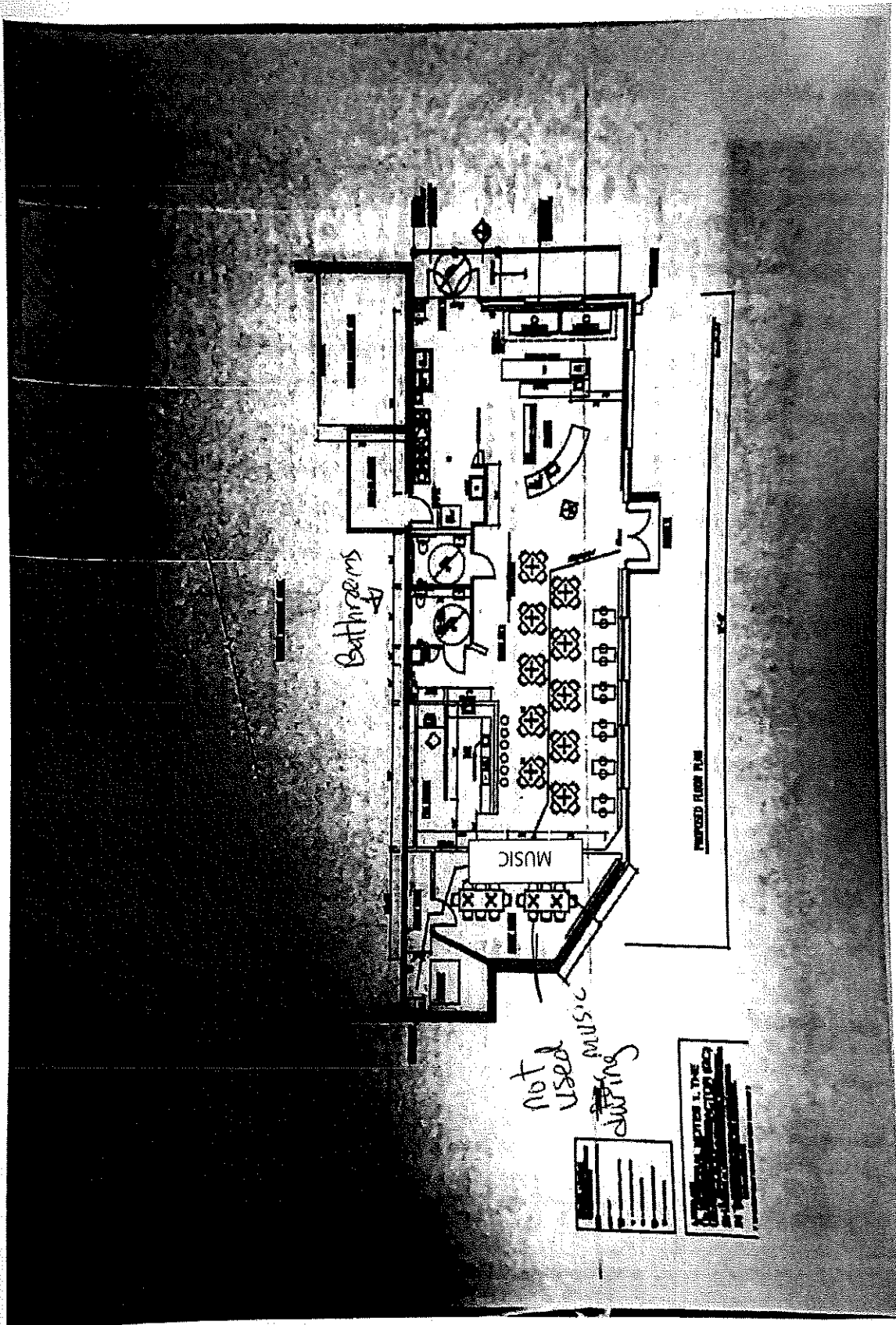
Describe in detail the type and nature of the business and proposed entertainment:

performers set up w/ light background music
no seating behind stage when performing

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

Signature  Title Manager Date 4/22/24

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





Zachary Lenhart <zlenhart@portlandmaine.gov>

Otto - 250 Read - Indoor Entertainment

Glen McGary <glenm@portlandmaine.gov>

Wed, May 15, 2024 at 2:51 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD approves.

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

[Quoted text hidden]

City of Portland

Sound Mitigation Review

Date: 5/23/2024

Business Otto

Applicant Michael Keon

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

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 3, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for Bread and Oscar Pizza LLC, dba Otto. Application for Indoor Entertainment at 250 Read Street- Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



May 28, 2024

Bread and Oscar Pizza LLC
251 Valley Street
Portland, Maine 04102

Re: Bread and Oscar Pizza LLC, dba Otto. Application for Indoor Entertainment at 250 Read Street

Dear Bread and Oscar Pizza LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 3, 2024 at 5:00 p.m., for the review of application for Indoor Entertainment at 250 Read Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

OTTO Pizza 250 Read St. Sound Mitigation Plan

Prepared By Neil Griggs

Audio Engineer-Headlight A.V.

ngriggs@headlightav.com (207)838-6818

Methods used to minimize impact on surrounding uses.

This OTTO location is in an industrial park area. The other portion of the building they're in is warehouse space. Separated with concrete block walls. There isn't much more they could do to minimize impact on surrounding uses.

Speaker location and direction/sound system details and controls.

There is a stereo that is used for background music onsite. Performers will bring their own PA if needed.

Stage and site layout and direction.

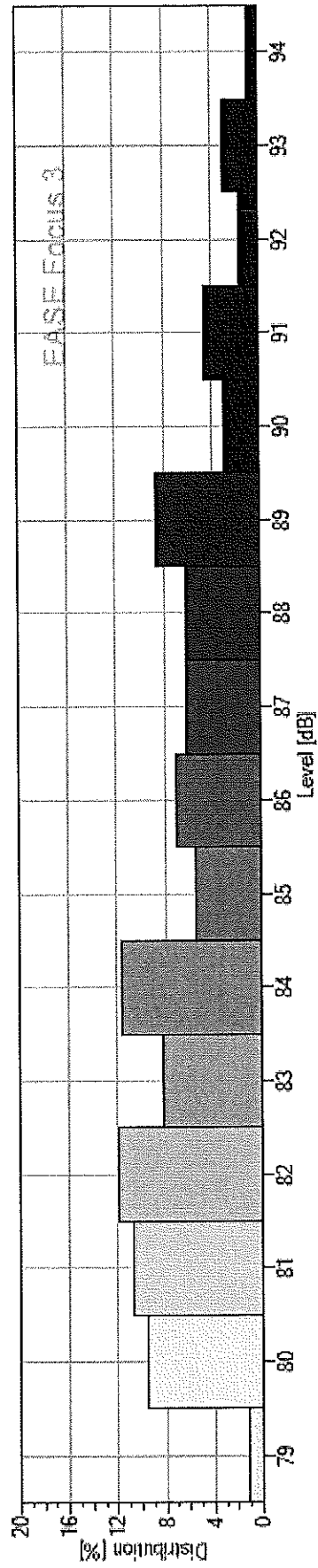
Performers will set up along the east wall/bar and dining area facing the west wall takeout and kitchen area.

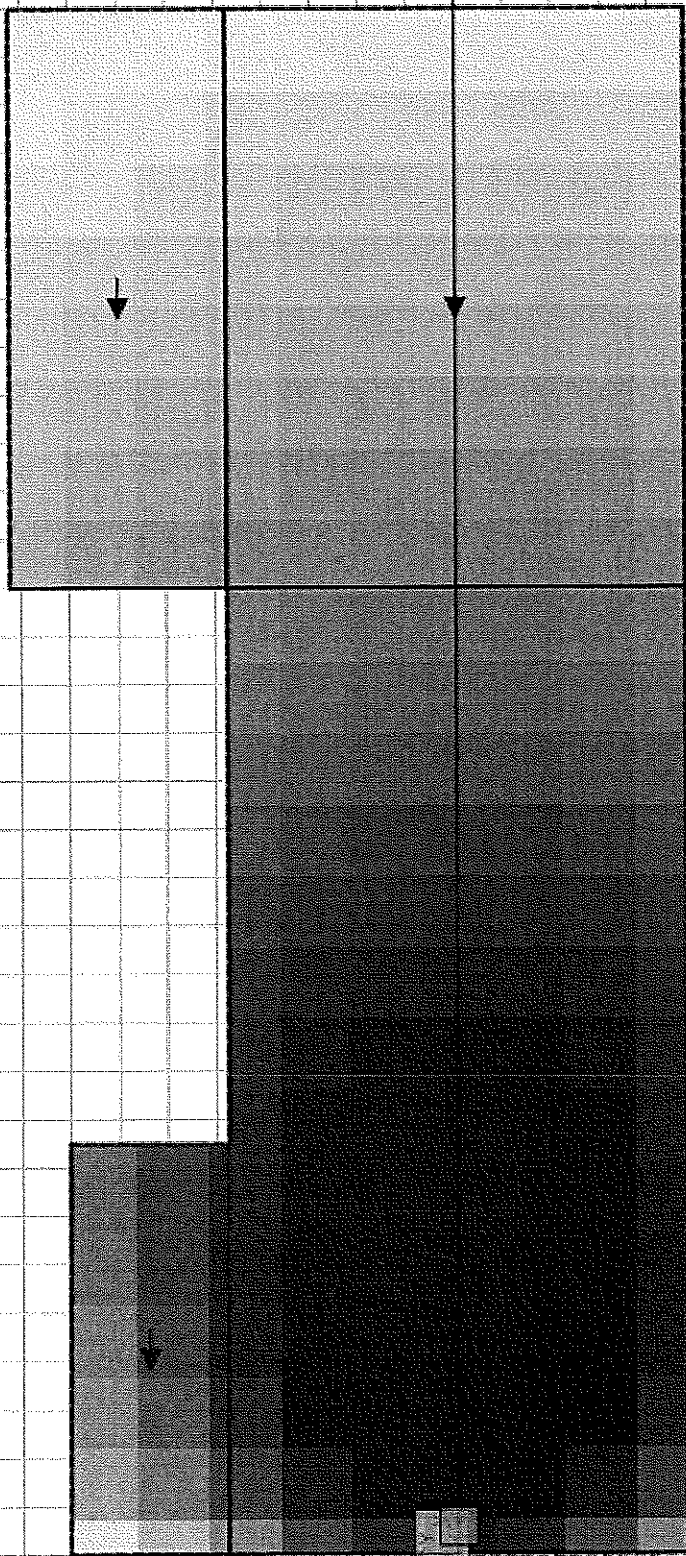
Noise canceling or mitigation measures proposed.

None. It's a solid old brick building with no nearby residences or businesses that will be affected by the kind of entertainment they will be featuring.

Anticipated sound readings.

With the house sound system set at 80db inside I could not measure any sound over traffic noise on the street. All performers will be light background music for dining and conversation.





MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

**Portland Jamboree LLC, dba Camp Pennant. Application for Class XI Restaurant/Lounge
with and Outdoor Dining on Private Property at 250 Commercial Street**

**PERKINS
THOMPSON**

Mailing Address
PO Box 426
Portland, ME 04112
Office 207.774.2635
Fax 207.871.8026

Physical Address
One Canal Plaza
Portland, ME 04101

www.perkinsthompson.com

May 6, 2024

Mayor Mark Dion and Portland City Council
389 Congress Street
Portland, Maine 04101

Dear Mayor Dion and City Councilors,

On behalf of our client, Portland Jamboree LLC ("Portland Jamboree") please find attached to this letter an applications for a (1) Food Service Establishment with Alcoholic Beverages License, (2) Outdoor Dining on Private Property, and (3) Small Brewery and Small Distillery.

Portland Jamboree will be assuming the lease and location currently occupied by Liquid Riot on Commercial Street. The name will eventually be changed to Camp Pennant and will continue to brew and distill on premise.

Thank you very much for your consideration of our application.

Kind Regards,


Brandon J. Mazer, Esq.
Attorney



CITY OF PORTLAND
Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): Portland Jamobree LLC	Business Name (D/B/A): Camp Pennant	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 250 Commercial Street, Portland, Maine 04101	
If applicable, what was formerly at this location: <i>Liquid Root</i>	Business Email Address: mike@romaportland.com	
Mailing Address:	Contact Person: Mike Fraser	
Contact Person Phone:	Contact Person Email: mike@romaportland.com	
Manager of Establishment: Mike Fraser	Date of Birth: 09/18/1974	Manager Phone: 207-807-4062
Owner of Premises (Landlord): CM Waterfront Properties, LLC	Address of Premises Owner (Landlord): 36 Union Wharf, Portland, ME 04112	

Sole Proprietor/Partnership Information (If Corporation, leave blank)		
Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: Portland Jamobree LLC		Corporate Mailing Address: 250 Commercial Street, Portland, ME	
Contact Person: Mike Fraser		Contact Phone: 207-807-4062	
Principal Officers	Title	Date of Birth	Residence Address
Mike Fraser	Manager	09/18/1974	43 Cumberland Ave, Portland 04101



CITY OF PORTLAND
Permitting and Inspections Department

Class of Liquor License (see fee schedule): Class XI (Class A Restaurant/Lounge)		
Type of food served:	Pizza/Seafood	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 50	Generated from Alcohol: 50
Hours & days of operation:	Sunday-Thursday 11:00-11:00 AM Fri/Sat 11:00 AM-12:00AM	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance: .3		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☐
If yes, will the outside dining be on: ☐ PUBLIC property or ☒ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☒	☐
If yes, please list: 1 # of amusements: and # of pool tables:		
What is your targeted opening date? : May 6, 2024		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☐	☒
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

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

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

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

Signature Michael Fraser Title Managing Member Date May 6, 2024

CAMP PENNANT

SMALL PLATES

Roasted Almonds 5
Marinated Castelvetrano Olives 5
Charcuterie Board 25
Prosciutto di Parma, Capicola, Preserves,
Pickles, Sourdough
Cheese Board 18
Manchego, Fresh Mozzarella, Preserves, Pickles,
Sourdough

Tinned Fish 16
Ortiz Sardines, Soft Butter, Sourdough
Meatballs 16
Tomato Sauce, Parmesan, Sourdough
Arancini 14
Mozzarella, Side Tomato Sauce
Wood Oven Roasted Vegetables 14
Anchovy-Butter Sauce

SALAD

Farm Salad 14
Mixed Greens, Seasonal Vegetables, Lemon Vinaigrette
Caesar Salad 16
Gem Lettuces, Croutons, Anchovy, Parmesan

PIZZA

Marinara 16
Tomato, Garlic, Oregano
Margherita 18
Tomato, Buffalo Mozzarella, Basil
Sausage and Artichoke 20
Tomato, Mozzarella, Pecorino
White Clam 22
Olive Oil, Oregano, Pecorino, Garlic

Caponata 20
Eggplant, Olives, Capers, Pine Nuts
Roasted Beet 20
Goat Cheese, Pesto, Parmesan
Mushroom 20
Tomato, Parmesan, Garlic
Calabrese Salami 22
Tomato, Red Onion, Anchovy, Mozzarella,
Olives, Pecorino

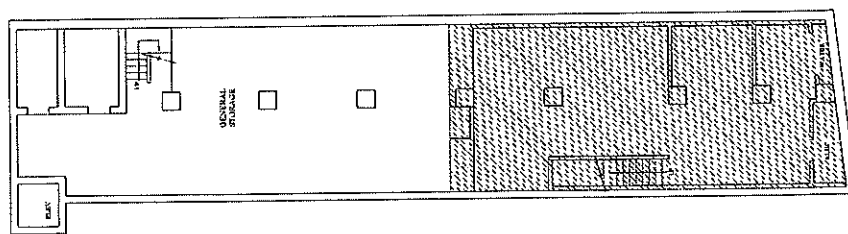
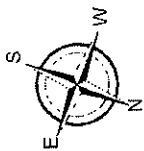
ENTRÉES

Whole Fish 26
Description Here
Scallops 26
Description Here

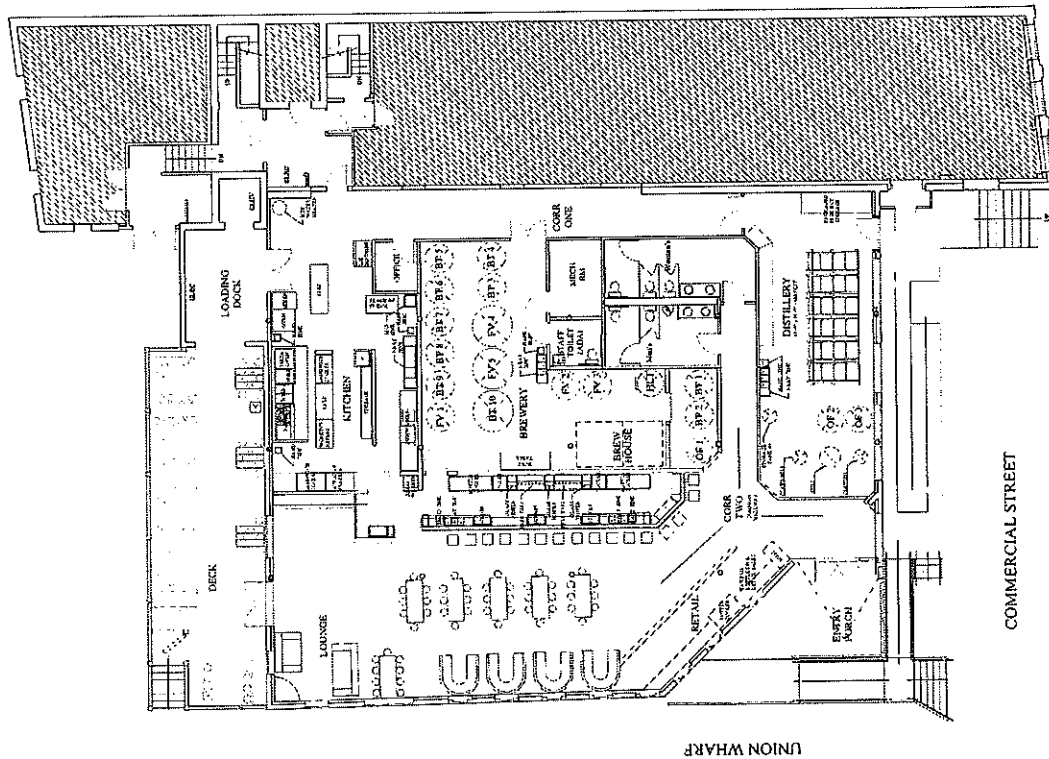
Mussels 26
Description Here
Baked Pasta 24
Description Here

DESSERT

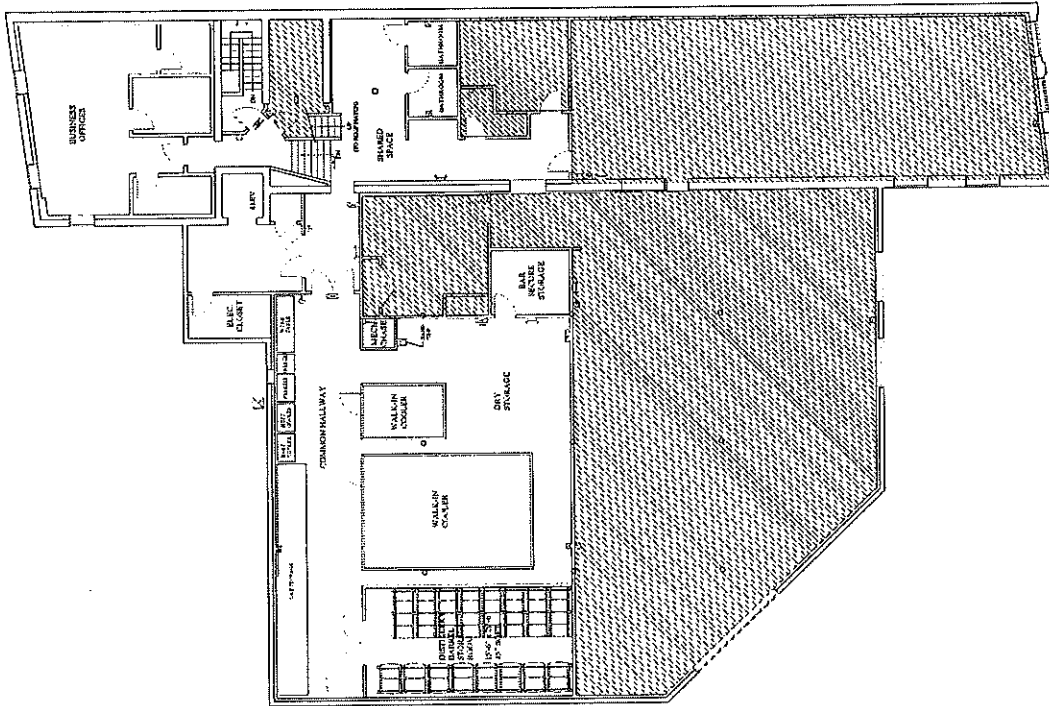
Zeppole 12
Powdered Sugar, Cocoa Powder
Almond Cake 12
Crème Fraiche, Preserves, Basil



1 | LRBC BASEMENT FLOOR PLAN
SCALE: 1/8"=1'-0"



2 | LRBC 1st FLOOR PLAN
SCALE: 1/8"=1'-0"



3 | LRBC 2nd FLOOR PLAN
SCALE: 1/8"=1'-0"

REVISIONS

REVISION	DATE	BY	DESCRIPTION
1	01/15/2021	LM	ISSUED FOR PERMIT
2	01/15/2021	LM	ISSUED FOR PERMIT
3	01/15/2021	LM	ISSUED FOR PERMIT

A-1



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Private Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

☒ Outdoor Dining on Private Property \$125.00 ☒ Legal Advertisement Deposit \$100.00

Business Information					
Business Name (d/b/a):	Camp Pennant	Phone:	207-807-4062		
Location Address:	250 Commercial Street	Zip:	04101		
Mailing Address:	250 Commercial Street	Zip:	04101		
Contact Person:	Mike Fraser	Phone:	207-807-4062		
Contact Person Email:	mike@romaportland.com				
Manager of Establishment:	Mike Fraser	Date of Birth:	9/18/1974	Phone:	207-807-4062
Owner of Premises (Landlord):	CM Waterfront Properties LLC				
Address of Premises Owner:	36 Union Wharf, Portland	Zip:	04112		

Owner Information

Corporate Name		Corporate Mailing Address	
Portland Jamboree LLC		250 Commercial Street, Portland	Zip: 04101
Contact Person:	Mike Fraser	Phone:	207-807-4062
Principal Officers			
Title	Date of Birth	Residence Address	
Mike Fraser	Manager	09/18/1974	43 Cumberland Ave, Portland 04101



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class XI (Class A Restaurant/Lounge)
Type of food served:	Pizza/Seafood
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>
Hours & days of operation:	Sunday-Thursday 11:00-11:00 AM Fri/Sat 11:00 AM-12:00AM
Number of Tables	Approximately 9 (see diagram)
Number of Chairs	Approximately 30

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

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

Signature M. L. B. L. Title Manager Date 5/6/24

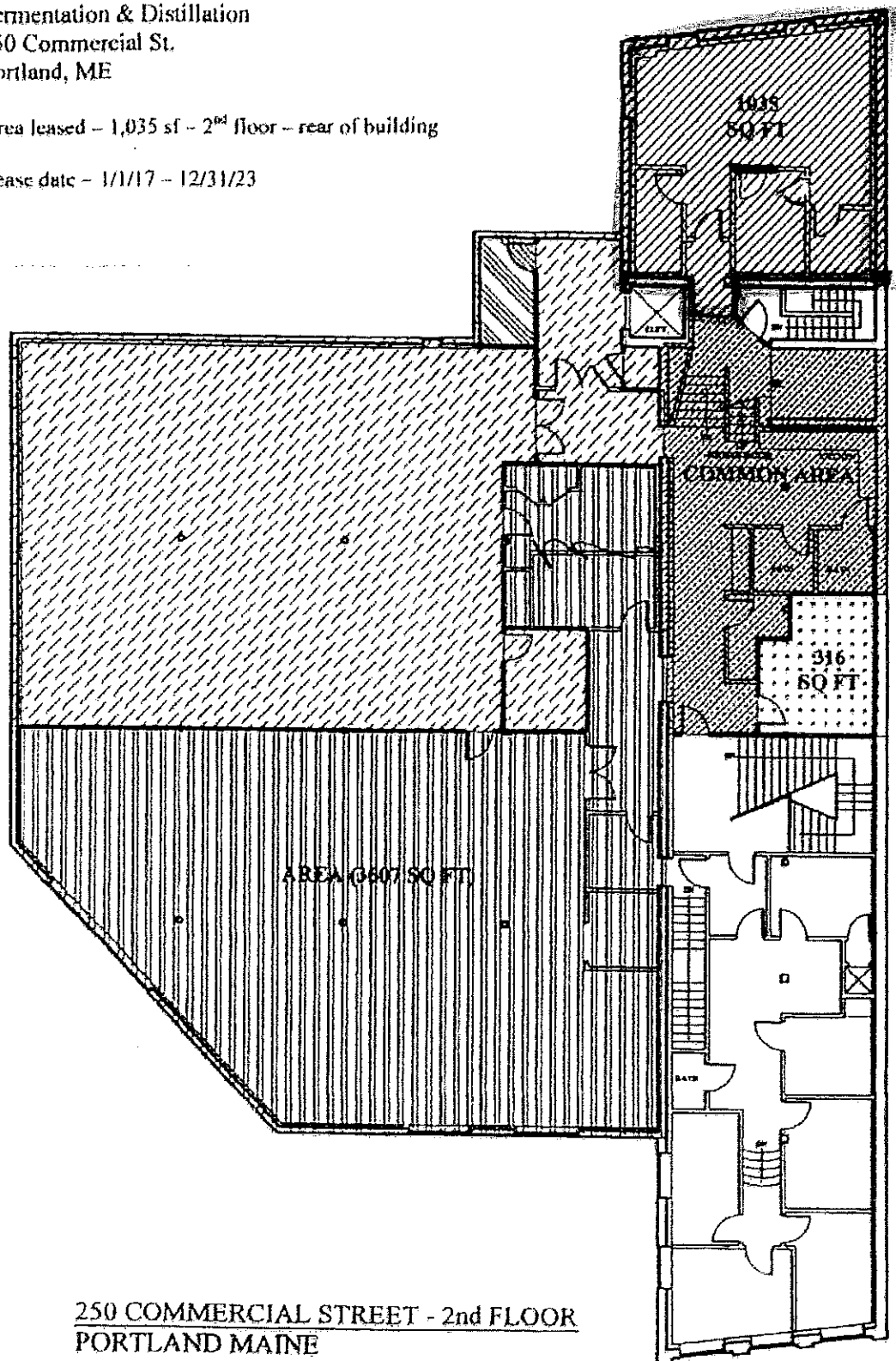
For Administrative Use Only

Amount: _____	Request Date /	Approval	Notes: _____
Date Paid: _____	FD: _____	/	_____
CC _____ CA _____ CK _____	Health: _____	/	_____
	PD: _____	/	_____
Amount: _____	PR: _____	/	_____
Date Paid: _____	Treasury: _____	/	_____
CC _____ CA _____ CK _____	Zoning: _____	/	_____

Fermentation & Distillation
250 Commercial St.
Portland, ME

Area leased - 1,035 sf - 2nd floor - rear of building

Lease date - 1/1/17 - 12/31/23



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



Zachary Lenhart <zlenhart@portlandmaine.gov>

Camp Pennant - 250 Commercial - Class XI Rest-Lounge

Zachary Finley <zackf@portlandmaine.gov>

Wed, May 29, 2024 at 12:20 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Glen McGary <glenm@portlandmaine.gov>

Sorry ! Failing already. APPROVED.

Lieutenant Zack Finley
Portland Police Department

[Quoted text hidden]



Zachary Lenhert <zlenhert@portlandmaine.gov>

Camp Pennant - 250 Commercial - Class XI Rest-Lounge

Zoning <zoning@portlandmaine.gov>

Tue, May 21, 2024 at 8:37 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Tom Williams <tw@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>

Hello,

WCZ and Commercial St Overlay. Legal use restaurant with brewery & distillery. Non-marine uses are permitted in the WCZ within the Commercial St Overlay.

Zoning approves.

Will

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 3, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for Portland Jamboree LLC, dba Camp Pennant. Application for Class XI Restaurant/Lounge with and Outdoor Dining on Private Property at 250 Commercial Street - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



May 28, 2024

Portland Jamboree LLC
250 Commercial Street
Portland, Maine 04101

Re: Portland Jamboree LLC, dba Camp Pennant. Application for Class XI Restaurant/Lounge with and Outdoor Dining on Private Property at 250 Commercial Street

Dear Portland Jamboree LLC:

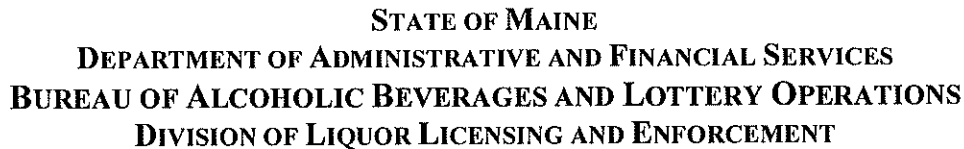
This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 3, 2024 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with and Outdoor Dining on Private Property at 250 Commercial Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



All Questions Must Be Answered Completely. Please print legibly.

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

Legal Business Entity Applicant Name (corporation, LLC): Portland Jamobree LLC	Business Name (D/B/A): Camp Pennant
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 250 Commercial Street, Portland, Maine 04101
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: mike@romaportland.com
Telephone # Fax #:	Business Telephone # Fax #: 207-807-4062
Federal Tax Identification Number: 99-0763025	Maine Seller Certificate # or Sales Tax #: Applied For 1191-4442
Retail Beverage Alcohol Dealers Permit: Applied For	Website address:

1. New license or renewal of existing license? ☒ New Expected Start date: _____
 ☐ Renewal Expiration Date: _____
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
- Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
- ☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

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

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

5. Business records are located at the following address:

250 Commercial Street, Portland, Maine 04101

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

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Michael Fraser	09/18/1974	Malone, NY

Residence address on all the above for previous 5 years

Name Address:
 Michael Fraser 43 Cumberland Avenue, Portland, Maine 04101

Name Address:

Name Address:

Name Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

CM Waterfront Properties, LLC; 36 Union Wharf, Portland, Maine

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

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

The former Liquid Riot location. The bar/restaurant area is located on the first floor and includes the kitchen, bar, and outdoor deck. There is a walk-in cooler on the 2nd floor.

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

Name: First Parish Church Congregational

Distance: .3

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: May 6, 2024

Michael B Fraser
Signature of Duly Authorized Person

MICHAEL B FRASER
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

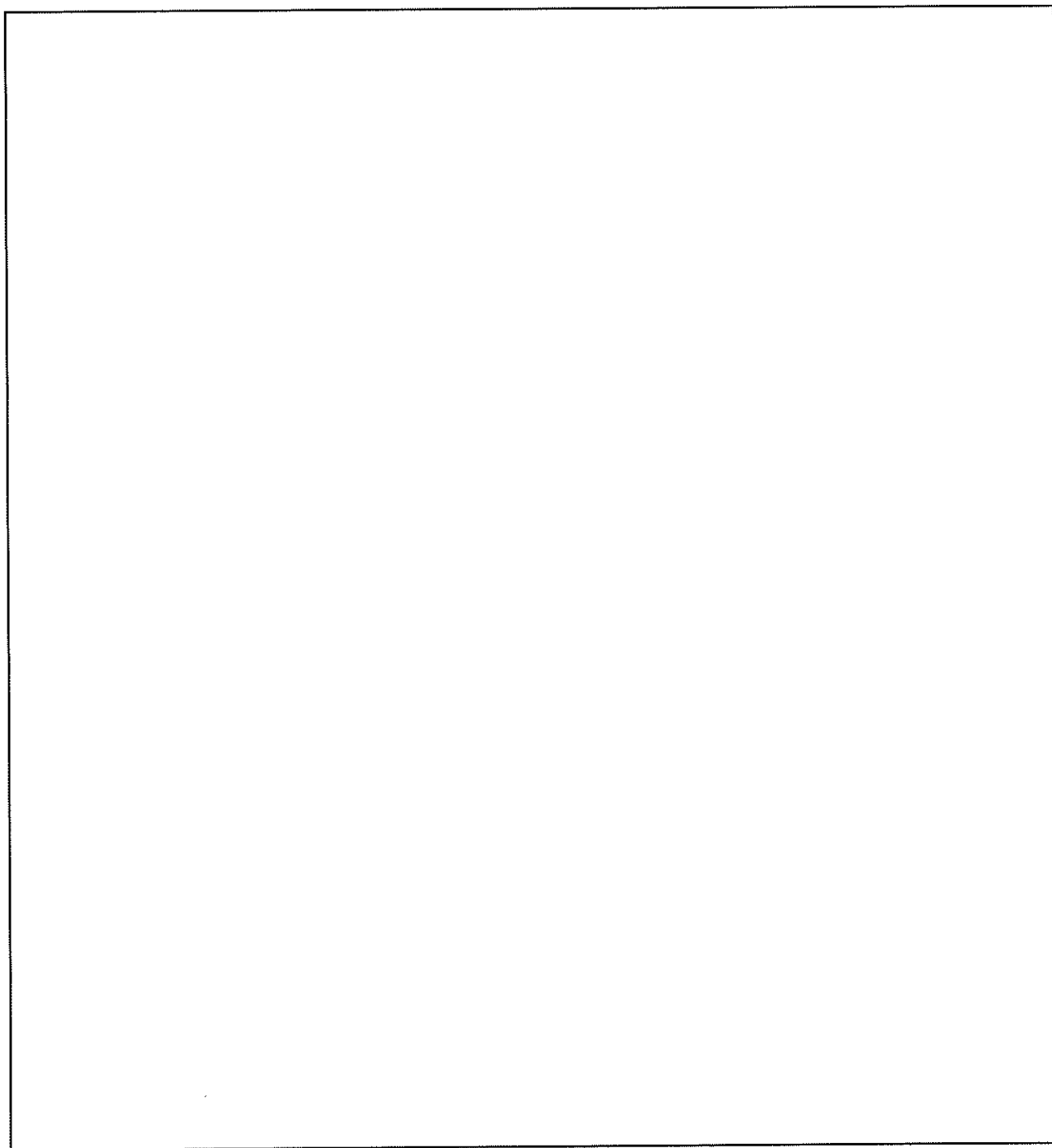
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

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

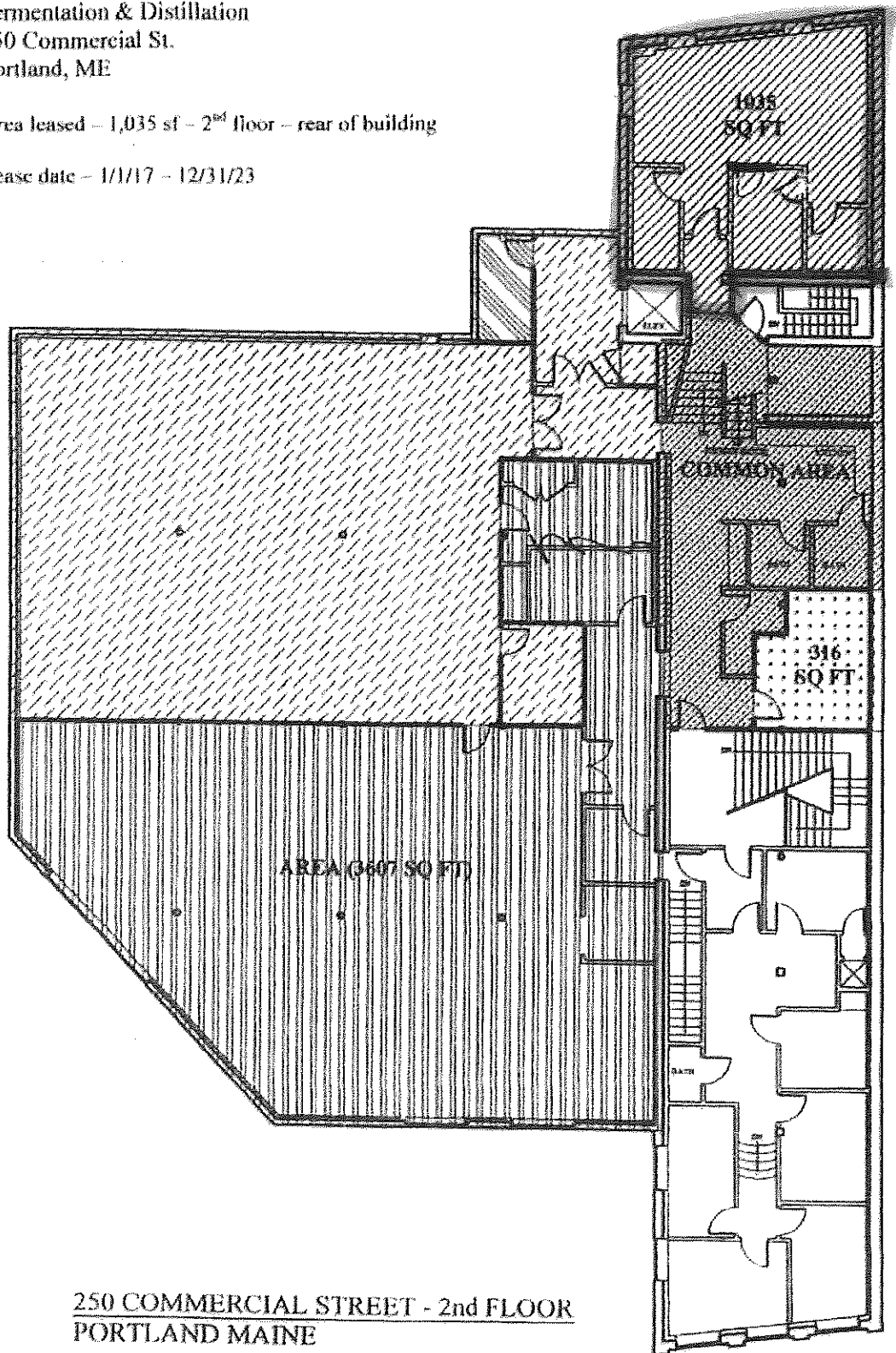
Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside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



Fermentation & Distillation
250 Commercial St.
Portland, ME

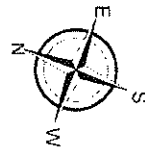
Area leased - 1,035 sf - 2nd floor - rear of building

Lease date - 1/1/17 - 12/31/23

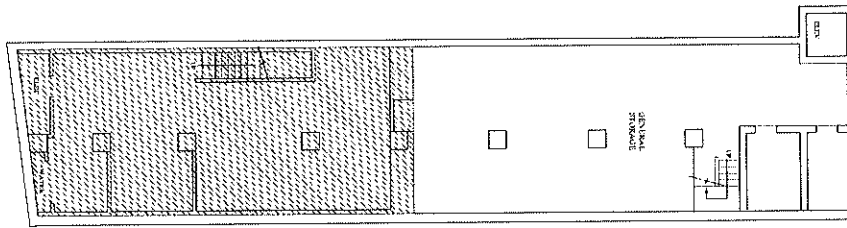


250 COMMERCIAL STREET - 2nd FLOOR
PORTLAND MAINE

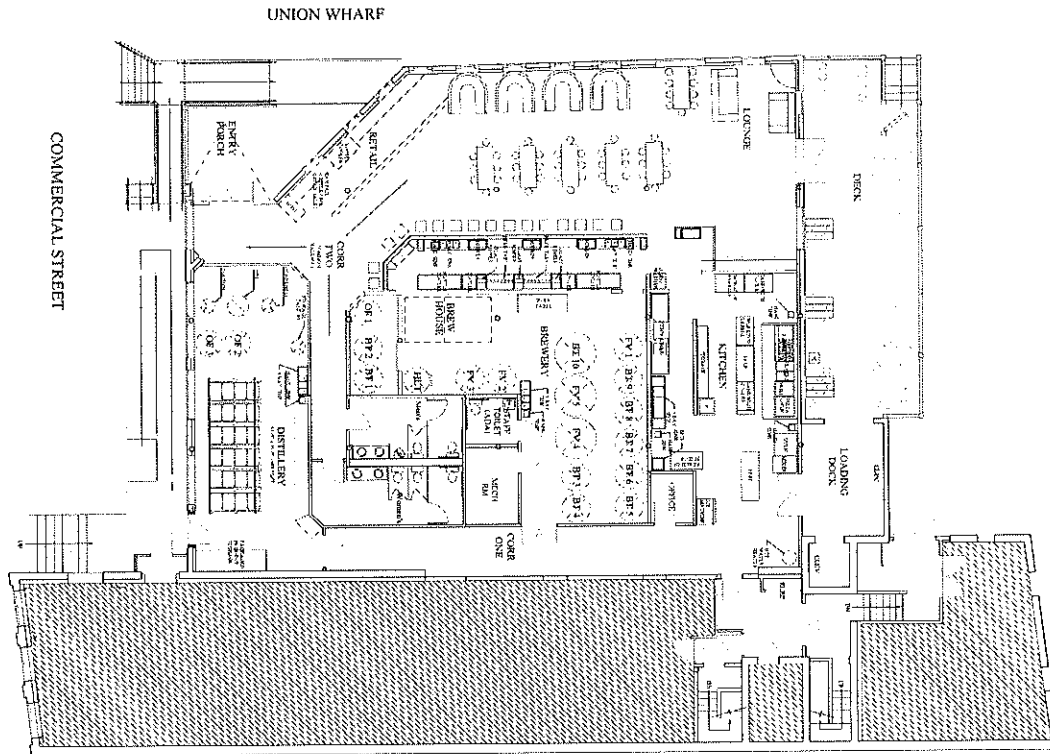
SCALE: 1/16"=1'-0"



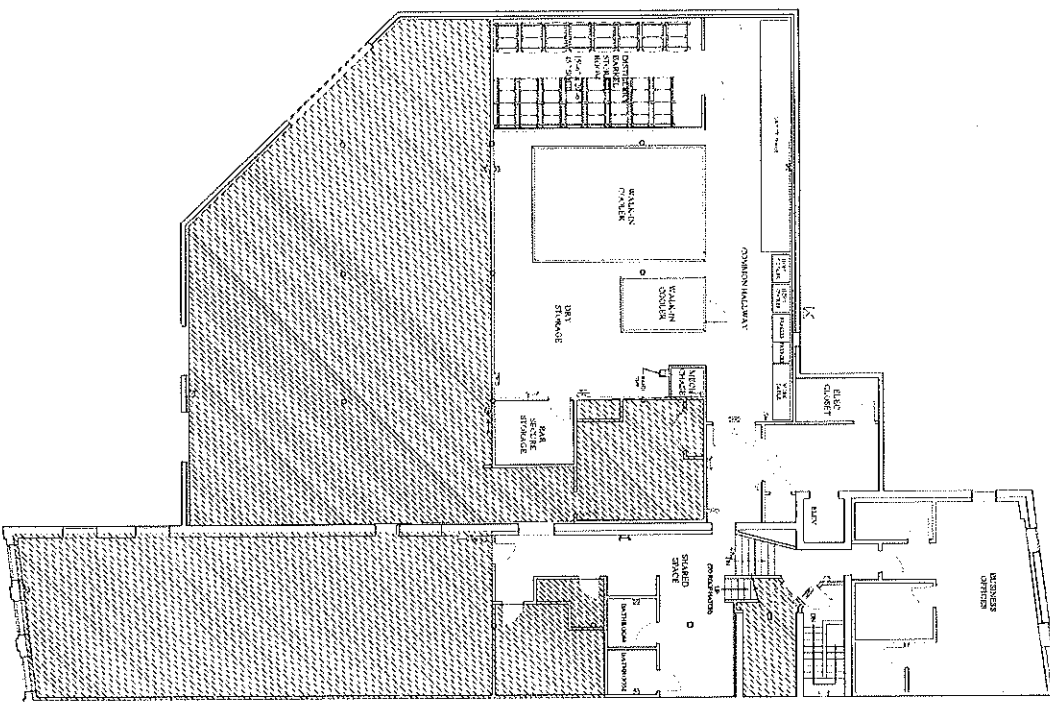
1 LRBQ BASEMENT FLOOR PLAN
SCALE 1/8"=1'-0"



2 LRBQ 1st FLOOR PLAN
SCALE 1/8"=1'-0"



3 LRBQ 2nd FLOOR PLAN
SCALE 1/8"=1'-0"



REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR ESTIMATE
2	10/1/00	ISSUED FOR ESTIMATE
3	10/1/00	ISSUED FOR ESTIMATE
4	10/1/00	ISSUED FOR ESTIMATE
5	10/1/00	ISSUED FOR ESTIMATE
6	10/1/00	ISSUED FOR ESTIMATE
7	10/1/00	ISSUED FOR ESTIMATE
8	10/1/00	ISSUED FOR ESTIMATE
9	10/1/00	ISSUED FOR ESTIMATE
10	10/1/00	ISSUED FOR ESTIMATE

DATE: 10/1/00
DRAWN BY: J. H. H. H.

A-1

Attachment 1
Required Additional Information for a Brewer's Licensee/Applicant(s)
Who are Legal Business Entities

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: PORTLAND JAMBOREE LLC
2. Doing Business As, if any: PENNANT DISTILLING AND BREWING
3. Date of filing with Secretary of State: 01/10/2024 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Jamboree Investment LLC	N/A	01/01/2024	N/A	51.0000
Jamboree Beer and Booze LLC	N/A	01/01/2024	N/A	49.0000

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

Attachment 1
Required Additional Information for a Brewer's Licensee/Applicant(s)
Who are Legal Business Entities

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: JAMBOREE INVESTMENT LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 01/10/2024 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Judson Macintosh	25 Edgewood Drive, Orono ME	08/23/1972	Member	67.7400
Matthew Tonello	33 Powderhorn Drive, Scarboroug	06/27/1972	Member	25.8100
Robert Knake	36 O'Brion St. Portland, ME	12/13/1978	Member	6.4500

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

Attachment 1
Required Additional Information for a Brewer's Licensee/Applicant(s)
Who are Legal Business Entities

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: PORTLAND BEER AND BOOZE LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 01/10/2024 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Michael Fraser	43 Cumberland Ave, Portland	09/18/1974	Member	75.0000
Nace Cohen	1018 Sawyer Rd. Cape Elizabeth	10/27/1991	Member	5.0000
Marcus Alcantara	58 Sunset Avenue, S. Portland	06/01/1988	Member	20.0000

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

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING FISCAL YEAR 2025 ADMINISTRATIVE FEES
FOR LEGAL, PARKING, FIRE, PLANNING, PUBLIC WORKS, AND PARKS
RECREATION & FACILITIES**

ORDERED, that the Legal Services fee increase for hourly legal services, as shown in the schedule attached hereto as Exhibit A from the Corporation Counsel office, is hereby approved; and

BE IT FURTHER ORDERED, that the hourly and monthly parking garage fee increase for city-owned Thames and Ocean Gateway Parking Lots and Elm and Spring Street Garages, as shown in the schedule attached hereto as Exhibit B from the Parking Division, is hereby approved; and

BE IT FURTHER ORDERED, that the fee increase for Outside Detail, as shown in the schedule attached hereto from the Fire Department as Exhibit C, is hereby approved; and

BE IT FURTHER ORDERED, that various fees, as shown in the schedule attached hereto from the Planning Department as Exhibit D, are hereby approved; and

BE IT FURTHER ORDERED, that Solid Waste Bag fees & Street Openings Permits as shown in the schedule attached hereto from the Public Works Department as Exhibit E, are hereby approved; and

BE IT FURTHER ORDERED, that fee increases for Athletic Fields & Recreation Before School Program as shown in the schedule attached hereto from the Parks, Recreation & Facilities Department as Exhibit F, are hereby approved; and

BE IT FURTHER ORDERED, that these fees shall be effective on July 1, 2024.

Office of Corporation Counsel

Michael Goldman, *Corporation Counsel*

Amy R. McNally, *Associate Corporation Counsel*

Nicole M. Albert, *Associate Corporation Counsel*

Rachel L. Millette, *Associate Corporation Counsel*

Avery A. Dandreta, *Associate Corporation Counsel*



TO: Brendan O’Connell, Finance Director
 Anne Bilodeau, Deputy Finance Director
 Jennifer Lodge, Budget Analyst

FROM: Michael I. Goldman, Corporation Counsel

DATE: 04/24/2024

RE: FY25 Hourly Legal Services Fee (Administrative)

The Office of Corporation Counsel is proposing an increase to the hourly legal services fee per City Code 2-17(e)(4), effective as of July 1, 2024.

The current fee of \$165.00/hour has been in effect since July 1, 2010.

In order to address the increased costs in running the Corporation Counsel’s office since 2010, we are proposing an increase to \$275.00/hour.

GL Code / Acct # Listed: **100-16-000 341000**

FY25 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Department: Legal

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee</u>
100-16-000 341000	Hourly Legal Services Fee	\$165.00/hr.	\$275.00/hr.

*City Code Editor's Note Sec 2-17(e)(4) Corporation Counsel

CITY OF PORTLAND

MEMORANDUM

TO: DANIELLE WEST, CITY MANAGER

FROM: JOHN PEVERADA, PARKING DIRECTOR

DATE: APRIL 12, 2024

RE: FY25 PROPOSED PARKING GARAGE& LOT ADMINISTRATIVE RATE INCREASES

100-18-100-364070 Garages, Lots, Meters **Ocean Gateway Lot**
100-18-200-364010 Garages, Lots, Meters **Elm St. Hourly Parking**
100-18-200-364020 Garages, Lots, Meters **Elm St. Monthly Parking**
100-18-300-364010 Garages, Lots, Meters **Spring St.Hourly**
100-18-300-364020 Garages, Lots, Meters **Spring St. Monthly Parking**

We are proposing to increase the hourly rates at the Spring St. and Elm St. Parking Garages from \$3.00 to \$4.00 per hour and the monthly rate from \$150 to \$160 per month. As illustrated in the rate survey below, most of the privately operated garages have rates beyond ours. We are also proposing to increase the daily rate in the Ocean Gateway Lot from \$20 to \$25.

Note that we remain committed to keeping our rates affordable to support the downtown businesses by considering business retention and keeping us competitive with the suburbs. We do not want to give the community a message that money has a higher priority than good customer service.

Estimated additional revenues are as follow

Elm Hourly \$49,000
Elm Monthly \$59,500

Spring Hourly \$206,250
Spring Monthly \$45,095

Ocean Gateway Daily Lot \$100,00

Garage Rates As of October 2023

Garage Rates low to high

Garage	Hourly Rate	Monthly Rate
By The Bay Parking Garage	\$2.75	\$140
Chestnut Street Garage	\$3.00	\$150
Top of the Old Port Lot	\$5.75	\$145
Monument Square Garage	\$7.00	\$145
Elm Street Garage	\$3.00	\$150

Spring Street Garage	\$3.00	\$150
One City Center Garage	\$5.00	\$150
Cumberland Co Courthouse Garage	\$4.00	\$155
Arts District Garage	\$5.00	\$160.00
Public Market Garage	\$5.00	\$165
Ocean Gateway Garage	\$8.00	\$185
Casco Bay Garage	\$5.00	\$190
Custom House Square	\$5.00	\$190
Temple Street Garage	\$5.00	\$190
Gateway Garage	\$5.00	\$195
Fore Street Garage	\$6.50	\$205

CC Brendan O'Connell, Finance Director
Michael Goldman, Corporation Counsel
Jennifer lodge, Budget Analyst

FY25 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Garages, Lots & Meters: Ocean Gateway Daily

Department: Parking

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	FY25	
			<u>Proposed Fee</u>	
100-18-100-364070	Garages, Lots, Meters Ocean Gateway Parking Lot Daily	\$20/day	\$25/day	

FY25 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Garages: Hourly

Department: Parking

Account #	Revenue Description	Current Fee	FY25
			Proposed Fee
100-18-200 364010	Garages, Lots, Meters Elm St. Hourly Parking	\$3.00 / hr.	\$4.00 / hr.
100-18-300 364010	Garages, Lots, Meters Spring St.Hourly Parking	\$3.00 / hr.	\$4.00 / hr.

FY25 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Garages: Monthly

Department: Parking

Account #	Revenue Description	Current Fee	FY25
			Proposed Fee
100-18-200 364020	Garages, Lots, Meters Elm St. Monthly Parking	\$150.00 / mo.	\$160.00 / mo.
100-18-300 364020	Garages, Lots, Meters Spring St. Monthly Parking	\$150.00 / mo.	\$160.00 / mo.

CITY OF PORTLAND

MEMORANDUM

TO: DANIELLE WEST, CITY MANAGER
FROM: JOHN PEVERADA, PARKING DIRECTOR
DATE: APRIL 23, 2024
RE: FY 25 Proposed Parking Garage & Lot Administrative Rate Increase
Thames St. lot

Since the sale of the Thames St Lot has been put on hold, we are proposing a rate increase from \$10 per day to \$15 per day.

The account number is 100-18-100 364050

Assuming the lot is open for the entirety of FY25 we project revenues from the lot to be \$125,000.

Cc Brendan O'Connell, Finance Director
Michael Goldman, Corporation Council
Greg Jordan, Assistant City Manager
Jennifer Lodge, Budget Analyst

FY25 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Garages, Lots & Meters: Thames Street Parking Lot

Department: Parking

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee</u>
100-18-100-364050	Garages, Lots, Meters: Thames St. Parking Lot	\$10/day	\$15/day

January 30, 2024

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director

From: Keith Gautreau, Fire Chief

RE: FY25 Fee Changes for Fire Department – Outside Details

The Fire Department is proposing an increase in the administrative fees for the cost of firefighters, EMTs, and paramedics to work outside details. The current fees have not been increased in over five years. In addition, the outside detail apparatus rates have not been updated since 2015. The apparatus rates are determined by FEMA, and we are proposing an increase in the apparatus fees to reflect the 2024 FEMA rates.

In fiscal year 2023, a total of 1,573 hours were spent at outside details. If approved, this increase shall take effect on July 1, 2024.

Fee Type - Administrative	Current Fee	Proposed Fee	Est Additional Revenue
Outside Detail – Firefighter	\$81.85	\$ 90.04	\$ 12,883 = 8.19 x 1573
Outside Detail – Apparatus Request – Hourly - Ambulance	\$41.05	\$ 48.32	
Outside Detail – Apparatus Request – Hourly - Engine	\$91.00	\$ 119.39	
Outside Detail – Apparatus Request – Hourly – Ladder	\$160.00	\$ 220.55	
Outside Detail – Apparatus Request – Hourly – Squad	\$42.00	\$ 50.95	
Outside Detail – Apparatus Request – Hourly – Gator	\$14.00	\$ 19.07	

Revised 04/11/2024

Sincerely,

Devin Mills
Principal Financial Officer
Fire Department

Revised 04/11/2024

FY25 REVENUE FEE SCHEDULE CHANGE

Administrative Fee

Department: Fire Field Operations

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee*</u>
10022300-398000	Cost for Services for FF/EMT/ Paramedics at Outside Details		
	Outside Detail – Firefighter	\$81.85/hr	\$90.04/hr
	Outside Detail – Apparatus Request Hourly – Ambulance	\$41.05/hr	\$48.32/hr
	Outside Detail – Apparatus Request Hourly – Engine	\$91.00/hr	\$119.39/hr
	Outside Detail – Apparatus Request Hourly – Ladder	\$160.00/hr	\$220.55/hr
	Outside Detail – Apparatus Request Hourly - Squad	\$42.00/hr	\$50.95/hr
	Outside Detail – Apparatus Request Hourly – Gator	\$14.00/hr	\$19.07/hr

*If approved, these fees shall take effect July 1st, 2024

Revised 04/11/2024

To: Danielle West, City Manager
Brendan O'Connell, Finance Director

From: Kevin Kraft, Planning & Urban Development Acting Director

Date: April 26, 2024

RE: Administrative Fee Changes for Chapter 14 - Land Use Code

The Planning & Urban Development Department is proposing to increase administrative fees in FY25 by 20% to bring the Department more in-line with inflation and rising costs. The goal of the department is to propose an annual fee adjustment reflecting inflation, which will result in gradual changes to keep the amount predictable, incremental, and manageable rather than significant increases in any one year.

Fees were last increased in 2018. Since fees were last adjusted, inflation has increased prices by over 20%, according to the CPI-U Boston published by the Bureau of Labor Statistics. These increases will help offset costs as well as provide additional revenue to cover increased wages and supply costs. Please see attached fee schedule for details.

Another important aspect of fees as they impact our revenues is that as a City department, we fittingly waive fees for other City projects, which means that unlike the private sector, our fee revenues never represent the entirety of our work. The Homeless Service Center alone accounts for \$76,770 in waived fees.

FY25 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Department: Planning & Urban Development

Administrative Fees RE Chapter 14

Account #	Revenue Description	FY25	
		Current Fee	Proposed 20% Fee Increase
10024200 341000	Planning Misc. Charges for Services		
	Zoning Map Amendment	\$7,500	\$9,000
	Land Use Code Text Amendment	\$7,500	\$9,000
	Zoning Map and Text Amendment Combined	\$10,000	\$12,000
	Conditional/Contract Rezoning	\$10,000	\$12,000
	Conditional Use (Planning Board)	\$1,000	\$1,200
	Conditional Use (Inclusionary Zoning)	\$100.00	\$120
	Conditional Use (Hotel Inclusionary Zoning)	\$100.00	\$120
	Fee for Development Review Services (Legal)	\$75/hour	\$90/hour
	Sign Review for Signs in Historic District	\$75	\$90
	Street Vacation	\$2,000	\$2,400
	Street Extension (Under Subsection 6.4.1)	\$400 + \$25/lot	\$440 + \$30/lot
10024200 341501	Planning Department of Environmental Protection (DEP) Reviews		
	Site Location of Development	\$3,500 or \$200/lot if residential project	\$4,200 or \$240
	Traffic Movement Permit	\$1,500	\$1,800
	Stormwater Quality Permit	\$250	\$300
10024200 341502	Planning Historic Preservation Program Reviews		
	Administrative Review	\$65	\$78
	Historic Preservation Board Minor Review	\$125	\$150
	Historic Preservation Board Major Review ¹	\$750	\$900
	After-the-Fact Review	\$1,000 + applicable application fees	\$1,200 + fees
10024200 342110	Planning Development Application Fees		
	Minor Site Plan (Residential)	\$300	\$360
	Minor Site Plan (Low-Impact Site Development)	\$600	\$720
	Minor Site Plan (Other)	\$800	\$960
	Major Site Plan (under 50,000 SF)	\$2,750	\$3,300
	Major Site Plan (50,000 to 100,000 SF)	\$3,000	\$3,600
	Major Site Plan (100,000 to 200,000 SF)	\$4,000	\$4,800
	Major Site Plan (200,000 to 300,000 SF)	\$5,000	\$6,000
	Major Site Plan (over 300,000 SF)	\$7,000	\$8,400
	Master Development Plan	\$1,000	\$1,200
	Subdivision	\$500 + \$25/lot + applicable site plan application fee	\$600 + \$30/lot
	Parking Lots Over 100 Spaces	\$1,600	\$1,920
	Plan Amendment (Minor)	\$250	\$300
	Plan Amendment (Major)	\$1,500	\$1,800
	After-the-Fact and/or Minor Site Plan Review	\$2,000 + applicable application fees	\$2,400 + fees

10024200 342120	Planning Development Review (Planners) Fee for Development Review Services (Planning Fee)	\$54/hour	\$65/hour
10024200 342130	Planning Inspection/Review Development Review Coordinator (DRC) Minor Site Plan (Residential) Other	\$100 2% of the performance guarantee or \$300 minimum with any additional inspection costs to be assessed by Planning or Public Works at \$54/hour	\$120 \$360 minimum \$65/hour
10024200 398000	Planning Miscellaneous Reimbursements Neighborhood Notices for Planning Board or Historic Preservation Board Workshops and Public Hearings	\$0.75/each	\$0.90/each

¹ For projects involving new construction or building additions exceeding 1,000 SF or comprehensive rehabilitation or redesign of existing structures.

Public Works Department
Mike Murray
Public Works Director



April 16, 2024

To: Brendan O'Connell, Finance Director
From: Michael Murray, Director of Public Works
RE: Proposed FY25 Budget Public Works Fee Increases

The Department of Public Works is proposing an Administrative Fee increase in the Solid Waste Bags know as "pay as you throw" as part of the FY25 Budget request.

Budget Line 10031203-343000	Current Fee	FY25 Proposed Fee
15-gallon Bags	\$1.75	\$1.90
30-gallon Bags	\$3.50	\$3.80

Administrative Fee: City Code Editor's Note sec 12-16 Definitions

This will increase revenues by \$230,127.

The reason for the increase is mainly due to tipping fees increases being charged by ecomaine. The trash tipping (MSW) per ton fee is increasing from \$87.50 to \$97.50. The Recycling fees per ton is increasing from \$45.00 to \$65.00. The total increase of \$205,000.

If you have any questions, please don't hesitate to let me know.

cc: Suzanne Knight, Financial Administrator

FY25 REVENUE FEE SCHEDULE CHANGE

Administrative & Ordinance Fees

Department: Public Works

Account #	Revenue Description	UOM	Current Fee	FY25 Proposed Fee
Administrative Fees:				
Solid Waste Recycling Program				
10031203-343000	SW Recycling Program 15 Gallon Bags	ea.	\$1.75	\$1.90
10031203-343000	SW Recycling Program 30 Gallon Bags	ea.	\$3.50	\$3.80
Street Openings:				
*City Code Editor's Note Sec 25-157				
24731000-321030	Street Opening Permits	ea.	\$450.00	\$500.00
24731000-321030	Sidewalk Opening Permits	ea.	\$315.00	\$350.00
24731000-321030	Esplanade/Other Permits	ea.	\$225.00	\$250.00
24731000-321030	Combo Permit/Multi Use Permit	ea.	\$450.00	\$500.00
24731000-321030	Block Permit *Block is defined as 350'	ea.	\$350.00	\$400.00
24731000-321030	Paving *Driveway in front of right of way	ea.	\$25.00	\$30.00
Ordinance Fees:				
Street Openings Licenses: Chapter 25-119				
24731000-321020	Street Opening Licenses	ea.	\$800.00	\$950.00
Transport Engineering Street Occupancy Fees: Chapter 25-27(a)(3)				
10031302-321000	Parking Space Permit	ea.	\$32.50	\$35.00
10031302-321000	Sidewalk Closure Permit	ea.	\$27.50	\$32.50
10031302-321000	Single Lane Closure Permit	ea.	\$150.00	\$200.00
10031302-321000	Street Closure Permit	ea.	\$300.00	\$400.00

Public Works Department
Mike Murray
Public Works Director



April 16, 2024

To: Brendan O'Connell, Finance Director
From: Michael Murray, Director of Public Works
RE: Proposed FY25 Budget Public Works Fee Increases

The Department of Public Works is proposing an Ordinance fee increase in the Street Opening Permits Program as part of the FY25 Budget request.

Budget Line 24731000-321020	Current Fee	FY25 Proposed Fee
Street Opening Licenses	\$800	\$950

Ordinance Fee: Chapter 25-119 Excavator and Paving Licenses

Budget Line 24731000-321030	Current Fee	FY25 Proposed Fee
Street Opening Permit	\$450.00	\$500.00
Sidewalk Opening Permit	\$315.00	\$350.00
Esplanade/ Other Permit	\$225.00	\$250.00
Combo Permit/Multi Use Permit	\$450.00	\$500.00
Block Permit	\$350.00	\$400.00
Paving Driveway in Right of Way	\$25.00	\$30.00

Administrative Fee: City Code Editor's Note Sec 25-157 Fees and Charges

The suggested fee increases are directly related to increase cost in administration for the coordination review of the permits with the review process. The Proposed Budget increase for Street Opening Licenses is \$6,600 and the increase for Street Opening Permits is \$43,475.

FY25 REVENUE FEE SCHEDULE CHANGE

Administrative & Ordinance Fees

Department: Public Works

Account #	Revenue Description	UOM	Current Fee	FY25 Proposed Fee
Administrative Fees:				
Solid Waste Recycling Program				
10031203-343000	SW Recycling Program 15 Gallon Bags	ea.	\$1.75	\$1.90
10031203-343000	SW Recycling Program 30 Gallon Bags	ea.	\$3.50	\$3.80
Street Openings:				
*City Code Editor's Note Sec 25-157				
24731000-321030	Street Opening Permits	ea.	\$450.00	\$500.00
24731000-321030	Sidewalk Opening Permits	ea.	\$315.00	\$350.00
24731000-321030	Esplanade/Other Permits	ea.	\$225.00	\$250.00
24731000-321030	Combo Permit/Multi Use Permit	ea.	\$450.00	\$500.00
24731000-321030	Block Permit *Block is defined as 350'	ea.	\$350.00	\$400.00
24731000-321030	Paving *Driveway in front of right of way	ea.	\$25.00	\$30.00
Ordinance Fees:				
Street Openings Licenses: Chapter 25-119				
24731000-321020	Street Opening Licenses	ea.	\$800.00	\$950.00
Transport Engineering Street Occupancy Fees: Chapter 25-27(a)(3)				
10031302-321000	Parking Space Permit	ea.	\$32.50	\$35.00
10031302-321000	Sidewalk Closure Permit	ea.	\$27.50	\$32.50
10031302-321000	Single Lane Closure Permit	ea.	\$150.00	\$200.00
10031302-321000	Street Closure Permit	ea.	\$300.00	\$400.00

Parks, Recreation and Facilities Management

Ethan Hipple

Director

Amber Brooks

Principal Financial Officer

4/10/2024



To: Brendan O'Connell, Finance Director
Anne Bilodeau, Deputy Finance Director
Jennifer Lodge, Budget Analyst
Ethan Hipple, Director of Parks, Recreation & Facilities
From: Amber Brooks, Principal Financial Officer
Date: 4/10/2024
Re: FY25 Athletic Facilities Fee Changes

The Athletic Facilities Division is proposing an increase to fees associated with field and court rentals in FY25. As we continue our transition to 100% organic practices on our grass fields, our labor, materials, and equipment expenses have continued to rise, and our rates are set to reflect that.

In FY25, we are proposing to increase the rates for turf fields as well as grass fields. See attached fee schedule for details.

The most notable change in fees in FY25 will be the addition of an hourly rental fee for Non-Profit Youth Groups. Currently, these fees are waived for all of these groups with a revenue loss of \$199,935. The proposed \$10 hourly rate is reduced from the proposed \$50 hourly rate for the For Profit Youth Groups but will add an additional \$33,400 to cover some of the increased operating costs.

Fees were last increased in FY22 for select adult, youth and travel groups and in FY23 for Portland Schools.

Amber Brooks
Principal Financial Officer
Parks, Recreation & Facilities

FY25 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Athletic Facilities
Fee Schedule Change is Administrative

Effective: 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY25 Proposed Rates</u>
Fitzpatrick & Memorial Stadiums			
Without Lights, Per Hour			
10033204 367000	Resident Youth Groups	\$50	\$55
10033204 367000	Resident Adult Groups	\$95	\$100
10033204 367000	Non-Resident Youth Groups	\$90	\$110
10033204 367000	Non-Resident Adult Groups	\$170	\$200
Fitzpatrick & Memorial Stadiums			
With Lights, Per Hour			
10033204 367000	Resident Youth Groups	\$125	\$130
10033204 367000	Resident Adult Groups	\$170	\$175
10033204 367000	Non-Resident Youth Groups	\$165	\$185
10033204 367000	Non-Resident Adult Groups	\$265	\$275
All Other Athletic Fields			
Without Lights, Per Hour			
10033204 367000	Resident Adult Groups	\$45	\$55
10033204 367000	Non-Resident Adult Groups	\$80	\$100
10033204 367000	Baseball/Softball Weekend Surcharge	\$10	\$10
10033204 367000	For Profit Youth Groups	\$35	\$50
10033204 367000	Non-Profit Youth Groups	\$0	\$10
10033204 367000	AAU/Travel Organizations	\$35	\$50
All Other Athletic Fields			
With Lights, Per Hour			
10033204 367000	Resident Groups	\$75	\$75
10033204 367000	Non-Resident Groups	\$125	\$125
10033204 367000	Baseball/Softball Weekend Surcharge	\$10	\$10
Tennis/Volleyball/Basketball Court			
Rentals			
Tournaments, Camps, Clinics			
10033204 367000	Resident (If Reserved) - No Lights	\$25	\$25
10033204 367000	Non-Resident (If Reserved) - No Lights	\$30	\$30
10033204 367000	Resident (If Reserved) - Lights	\$25	\$25
10033204 367000	Non-Resident (If Reserved) - Lights	\$30	\$30
Portland School Charges, Per Hour			
10033204 396000	High Schools - Turf Fields	\$62	\$62
10033204 396000	High Schools - Grass Fields	\$47	\$47
10033204 396000	High Schools - Light Fees	\$75	\$75
10033204 396000	High Schools - Tennis Courts (Per Court)	\$10	\$25
10033204 396000	Middle Schools - Grass Fields	\$47	\$47
10033204 396000	Middle Schools - Tennis Courts (Per Court)	\$10	\$25

Parks, Recreation and Facilities Management

Ethan Hipple

Director

Amber Brooks

Principal Financial Officer

4/10/2024



To: Brendan O'Connell, Finance Director
Anne Bilodeau, Deputy Finance Director
Jennifer Lodge, Budget Analyst
Ethan Hipple, Director of Parks, Recreation & Facilities
From: Amber Brooks, Principal Financial Officer
Date: 4/10/2024
Re: FY25 Recreation Fee Changes

The Recreation Division is proposing to increase Before School rates as of July 1, 2024 to keep up with increasing operating, staffing, and supply costs. This division runs multiple sites for Before & After care, four community centers, multiple summer camps and various recreational activities throughout the year.

In FY25 we are proposing to increase the daily fee for Before School by \$2 per day or \$10 per week. These increases will keep us in line with market rates and will also cover some of the additional costs of the programs caused by inflation.

Select fees were last increased in FY24 to help offset the cost of wage increases that were necessary due to a shortage of employees to run the Before and After Care sites. We operate a significant fee-waiver program for those who are not able to pay the full rate, and many of our program participants are eligible for State DHHS reimbursement.

Fee Description	Current FY24 Fees	Proposed FY25 Fees
Before School Program, Per Week (Lyseth, Presumpscot, Reiche & Rowe)	\$35	\$45

Amber Brooks
Principal Financial Officer
Parks, Recreation & Facilities

FY25 Revenue Fee Schedule Change
Department: Parks, Recreation & Facilities Division: Recreation
Fee Schedule Change is Administrative

Effective: 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY25 Proposed Rates</u>
Camp Fees			
10033302 347100	Camp Play All Day (K - 1st Grade) Per Week	\$225	\$225
10033302 347100	Camp Xperience (2nd - 5th Grade) Per Week	\$225	\$225
Before & After The Bell Program Fees			
10033302 347200	After School Program, Per Week (East End, Longfellow, Ocean Ave & Talbot)	\$113	\$113
10033302 347200	After School Program, Per Week (Lyseth, Prosempscot Reiche & Rowe)	\$76	\$76
10033302 347200	Before School Program, Per Week (Lyseth, Presumpscot, Reiche & Rowe)	\$35	\$45
Community Center Fees			
Community Center Gyms (For Profit)			
10033302 363000	East End & Riverton Adult Resident Per Hour	\$80	\$80
10033302 363000	East End & Riverton Adult Non Resident Per Hour	\$125	\$125
10033302 363000	East End & Riverton Youth Per Hour	\$30	\$30
10033302 363000	Reiche Adult Resident Per Hour	\$80	\$80
10033302 363000	Reiche Adult Non-Resident Per Hour	\$125	\$125
10033302 363000	Reiche Youth Per Hour	\$30	\$30
10033302 363000	Adult Drop-In Fees Resident	\$5	\$5
10033302 363000	Adult Drop-In Fees Non Resident	\$10	\$10
Community Center Fees			
Community Center Gyms (All Other)			
10033302 363000	East End & Riverton Portland Non-Profit Per Hour	\$50	\$50
10033302 363000	East End & Riverton Non Portland Non-Profit Per Hour	\$75	\$75
10033302 363000	Reiche Portland Non-Profit Per Hour	\$50	\$50
10033302 363000	Reiche Non Portland Non-Profit Per Hour	\$75	\$75
10033302 363000	For Profit Adult Leagues Long Term	\$55	\$55
Community Center Fees			
Community Center Room Rental			
10033302 363000	Large Recreation Community Center Room Per Hour	\$50	\$50
10033302 363000	Small Recreation Community Center Room Per Hour	\$35	\$35
10033302 363000	Recreational Staff Fees if Needed Hourly Rate	\$25	\$25
10033302 363000	School Custodial Fees if Needed Hourly Rate	\$81	\$81
	***Three Hour Minimum		

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN
AGREEMENTS TO IMPLEMENT THE FISCAL YEAR 2025 HUMAN RESOURCES
AND CERTAIN FRINGE BENEFITS BUDGETS**

WHEREAS, each year, the City of Portland enters into agreements to obtain services that the Human Resources Department requires to administer various City programs and benefits, which benefits and programs are provided for in the City budget; and

WHEREAS, the Human Resources administrative budget includes funds for services such as professional coaching and training; physical fitness testing and written examinations as required by the Employment Subcommittee of the Civil Service Commission; and similar professional services; and

WHEREAS, the Human Resources benefit budget includes contracted services for claims administration for its health plan, administration of other benefits, administration of the City's wellness program, benefits brokerage and consulting services, and similar services necessary to administer the City's health and benefits programs; and

WHEREAS, the Human Resources workers' compensation budget includes contracted services for claims administration, drug and alcohol testing, safety related consulting services, and similar services necessary to implement the City's workers' compensation, drug testing, and safety programs;

NOW, THEREFORE, BE IT ORDERED, that the City Manager is hereby authorized to enter into such agreements as necessary to implement the programs provided for the Human Resources budgets.



MEMORANDUM

TO: Danielle P. West, City Manager
FROM: Anne Torregrossa, Director of Human Resources
DATE: April 26, 2024
RE: FY25 Budget Order Re: Implementing Human Resources and Fringe Benefit Budgets

Please include the following language in a Council Order to accompany the FY25 budget items. This item should be given a first reading on May 20, 2024 and a second reading on the June 3, 2024 meeting along with other budget related items.

**ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS TO
IMPLEMENT THE FISCAL YEAR 2025 HUMAN RESOURCES AND CERTAIN FRINGE BENEFITS
BUDGETS**

WHEREAS, each year, the City of Portland enters into agreements to obtain services that the Human Resources Department requires to administer various City programs and benefits, which benefits and programs are provided for in the City budget;

WHEREAS, the Human Resources administrative budget includes funds for services such as professional coaching and training; physical fitness testing and written examinations as required by the Employment Subcommittee of the Civil Service Commission; and similar professional services;

WHEREAS, the Human Resources benefit budget includes contracted services for claims administration for its health plan, administration of other benefits, administration of the City's wellness program, benefits brokerage and consulting services, and similar services necessary to administer the City's health and benefits programs; and

WHEREAS, the Human Resources workers' compensation budget includes contracted services for claims administration, drug and alcohol testing, safety related consulting services, and similar services necessary to implement the City's workers' compensation, drug testing, and safety programs.

NOW, THEREFORE, this order authorizes the City Manager to enter into such agreements as necessary to implement the programs provided for the Human Resources budgets.

cc: Annie James, Paralegal / Legal Assistant
Jennifer Lodge, Budget Analyst

AT (jlr): 04/26/24

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE FISCAL YEAR 2025
SELF-INSURED LIABILITY PROGRAM**

ORDERED, that pursuant to Article VII, Sec. 15 of the Portland City Charter there is hereby established a Cumulative Reserve Fund for the purpose of enabling the City to pay losses under its self-insurance program or incurred under any deductible insurance policies, which fund shall continue from year to year and shall not lapse as provided in Article VII, Sec. 7 of the Charter; and

BE IT FURTHER ORDERED, that pursuant to 14 M.R.S. Sec. 8116, the City Council of the City of Portland hereby states that the City of Portland has self-insured (to the extent set forth herein) against the obligations and liabilities imposed by the Maine Tort Claims Act (hereinafter the "Act"):

1. The Council has, and may from time to time, set aside funds in an account identified as "Liability" to be added to funds previously appropriated and held in reserve, all of which funds have been designed to enable the City to meet the obligations imposed by the Act; and to implement its self-insurance program, including but not limited to, the costs of administration of the program, investigation of claims, and of defense of claims against the City, its officers and employees;
2. The limit of liability assumed by the City is the \$400,000 required by the Act, as it may be amended from time to time, notwithstanding the fact that its appropriation or reserve may exceed the statutory limit of liability;
3. The scope of coverage is limited to those areas for which governmental immunity has been expressly waived by 14 M.R.S.A. Sec. 8104-A, as limited by 14 M.R.S.A. Sec. 8104-B, and 14 M.R.S.A. Sec. 8111. Liability coverage shall not be deemed a waiver of any immunities or limitation of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law; and
4. The fund shall be administered by the City Manager and Corporation Counsel who shall settle all claims and pay all judgments for which the City may be legally liable under the Act or under the law of any jurisdiction to which the City, its officers or employees may be subject.

City of Portland | Office of Corporation Counsel
Michael Goldman, Corporation Counsel



To: Danielle P. West, City Manager
From: Michael Goldman, Corporation Counsel *MB*
Date: April 26, 2024
Re: Re: Self-Insured Liability Program

STATEMENT OF FACT:

This proposed Order outlines the City's Self-Insurance Liability Program and clearly indicates that the City's limit of liability is that imposed by the Maine Tort Claims Act, notwithstanding the fact that the annual appropriation or the cumulative reserve may exceed \$400,000. The Office of Corporation Counsel strongly recommends Council adoption of this Order. This item should be given a first reading on May 20, 2024 and then postponed to the June 3, 2024 meeting along with other budget related items.

cc: Annie James, Paralegal / Legal Assistant
Jennifer Lodge, Budget Analyst

MIG (jlr): 04/26/24

Comments - Council May 20, 2024, limit of the City's liability as \$400,000

kcapron1@maine.rr.com <**kcapron1@maine.rr.com**>

Fri, May 17, 8:38 PM
(3 days ago)

to pious@piousali.com, dionmark@me.com, citymanager@portlandmaine.gov, atrevorrow@portlandmaine.gov, vpelletier@portlandmaine.gov, abullett@portlandmaine.gov, mdion@portlandmaine.gov, pali@portlandmaine.gov, rrodriguez@portlandmaine.gov, afournier@portlandmaine.gov, rphillips@portlandmaine.gov, ksykes@portlandmaine.gov, MGoldman@portlandmaine.gov, Jessica

Regarding Portland's limit of liability, I believe you will find that the \$400,000 only applies to cases litigated in State courts. There was a recent DOJ case that resulted in a multimillion settlement against a state wherein the judge asserted that the Federal case was not bound by state statutes. The case involved gross negligence and willful (intentional) misconduct.

Since Portland is reliant on Federal funding, you may want your corporate counsel to advise you if he can. What is gross negligence? What is misconduct in the practice of civil service? What are the consequences of undue influence?

Ken Capron

This item must be read on two separate days. This is its first reading.
Order 200-23/24 Approving the Fiscal Year 2025 Self-insured Liability Program -
Sponsored by the Finance Committee, Anna Trevorow, Chair

This order establishes the limit of the City's liability as \$400,000 as required by the Maine Tort Claims Act and states the City's commitment to "self-insure" for such liability by approving funds for this purpose.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to the City Council meeting of June 3 to coincide with consideration of the Appropriation Resolve-23/24 Approving the Fiscal Year 2025 Self-insured Liability Program -
Sponsored by the Finance Committee, Anna Trevorow, Chair

This order establishes the **limit of the City's liability as \$400,000** as required by the Maine Tort Claims Act and states the City's commitment to "self-insure" for such liability by approving funds for this purpose.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to the City Council meeting of June 3 to coincide with consideration of the Appropriation Resol

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE DIRECTOR OF PARKS,
RECREATION AND FACILITIES TO SET FEES AND ENTER RENTAL
AGREEMENTS FOR CITY FACILITIES**

ORDERED, that the Director of Parks, Recreation and Facilities or their designee is hereby authorized to set fees for, and to enter into and sign, rental lease agreements or contracts for City facilities.

CITY OF PORTLAND, MAINE

MEMORANDUM

City Council Agenda Item

TO: Danielle P. West, City Manager

FROM: Ethan Hipple, Director of Parks Recreation & Facilities

DATE: April 26, 2024

RE: **Order Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter into Rental Agreements for City Facilities**

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building, and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services, and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing are reviewed by legal prior to being changed. This order would authorize the Director or her/his designee to continue to sign such agreements and reaffirm this long-standing practice.

Also these venues and others, such as the Riverside Golf Course, Cemeteries and the Trough Ice Arena, are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

Handwritten signature of Ethan Hipple and the date 4/30/24.

cc: Annie James, Paralegal / Legal Assistant
Jennifer Lodge, Budget Analyst

Parks, Recreation and Facilities Management

Ethan Hipple

Director

Amber Brooks

Principal Financial Officer

4/10/24



To: Brendan O'Connell, Finance Director
Anne Bilodeau, Deputy Finance Director
Jennifer Lodge, Budget Analyst
Ethan Hipple, Director of Parks, Recreation & Facilities
From: Amber Brooks, Principal Financial Officer
Date: 4/10/2024
Re: FY25 Cemetery Fee Changes

The Cemetery Division will increase select fees with the approval of Ethan Hipple, Director of Parks, Recreation & Facilities, as of July 1, 2024. These increases are necessary due to the rising costs of supplies and labor and will continue to help the maintenance crews with maintaining the grounds.

See attached fee schedule for changes.

Cemetery fees were last increased in FY23 where all fees saw a 3% increase except for grave sites and niches in our columbarium. Those fees saw a 20% increase in order to keep up with the prices set by neighboring cemeteries in Portland while still remaining the most affordable option in the area.

Amber Brooks
Principal Financial Officer
Parks, Recreation & Facilities

FY25 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Cemeteries
Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Previous Rates</u>	<u>Rates as of 7/1/2024</u>
Resident Fees ¹			
10033205 363000	Wilde Chapel Rental (Wedding)	\$818	\$850
10033205 363000	Wilde Chapel Rental - Weekday Service	\$396	\$400
10033205 363000	Wilde Chapel Rental - Saturday Service	\$566	\$700
10033205 347050	Holiday Wreaths	\$30 - \$45	\$40 - \$55
Interments, Conventional			
10033205 347010	Weekday	\$1,066	\$1,100
10033205 347010	Weekday - After 2:30 pm	\$1,205	\$1,400
10033205 347010	Saturday - Before 11:00 am	\$1,600	\$1,600
10033205 347010	Saturday - After 11:00 am	\$1,792	\$1,800
Interments, Child (Under 5 Years)			
10033205 347010	Weekday	\$700	\$700
10033205 347010	Weekday - After 2:30 pm	\$837	\$840
10033205 347010	Saturday - Before 11:00 am	\$1,215	\$1,250
10033205 347010	Saturday - After 11:00 am	\$1,421	\$1,500
Interments, Infant (Under 1 Year)			
10033205 347010	Weekday	\$422	\$400
10033205 347010	Weekday - After 2:30 pm	\$561	\$550
10033205 347010	Saturday - Before 11:00 am	\$732	\$750
10033205 347010	Saturday - After 11:00 am	\$885	\$900
Vault Setting Fee			
10033205 347010	All Interments	\$211	\$220
10033205 347010	Cremation - Urn Vault	\$303	\$350
10033205 347010	Placement of Funeral Home Provided Vault	\$98	\$100
Grave Re-Use Fee			
10033205 347010	For Cremains Buried On Top of Existing Casket	\$427	\$575
Interments, Cremains			
10033205 347010	Weekday	\$566	\$600
10033205 347010	Weekday - After 2:30 pm	\$705	\$800
10033205 347010	Saturday - Before 11:00 am	\$875	\$900
10033205 347010	Saturday - After 11:00 am	\$1,020	\$1,050
Disinterments, Conventional			
10033205 347010	Within Cemetery (Container Additional)	\$2,420	\$2,500
10033205 347010	Outside Cemetery (Container Additional)	\$1,210	\$1,250
Disinterments, Child (Under 5 Years)			
10033205 347010	Within Cemetery (Container Additional)	\$1,705	\$1,700
10033205 347010	Outside Cemetery (Container Additional)	\$844	\$850
Disinterments, Cremains			
10033205 347010	Within Cemetery	\$1,133	\$1,200
10033205 347010	Outside Cemetery	\$566	\$600
10033205 347010	Winter Rates for Burials/Disinterments - Additional Fee (December 1 - April 1)	\$134	\$150
10033205 347010	Clearing Grounds for Tent Placement - (December 1 - April 1)	\$134	\$150
10033205 347010	Columbarium (30% Perpetual Care)	\$1,900 - \$2,200	\$1,900 - \$2,200
10033205 347010	Second Inurnment	\$247	\$250

FY25 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Cemeteries

Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Previous Rates</u>	<u>Rates as of 7/1/2024</u>
Lot Sales - Forest City			
10033205 347070	Single Lot	\$1,164	\$1,200
10033205 347070	Two (2) Grave Lot	\$2,328	\$2,400
10033205 347070	Three (3) Grave Lot	\$3,026	\$3,600
10033205 347070	Four (4) Grave Lot	\$4,035	\$4,800
10033205 347070	Five (5) Grave Lot	\$5,044	\$6,000
10033205 347070	Cremation Garden	\$530	\$550
Lot Sales - Evergreen			
10033205 347070	Single Lot	\$1,398	\$1,400
10033205 347070	Two (2) Grave Lot	\$2,796	\$2,800
10033205 347070	Three (3) Grave Lot	\$4,194	\$4,200
10033205 347070	Four (4) Grave Lot	\$5,592	\$5,600
10033205 347070	Five (5) Grave Lot	\$6,990	\$7,000
10033205 347070	Veterans Section	\$850	\$900
10033205 347070	Cremation Garden	\$750	\$800
10033205 347070	Odd Shaped Lots - Resident (per sq. ft.)	\$30	\$40
Foundations			
10033205 347020	Price Per Square Inch of Concrete	\$1.50	\$1.60
10033205 347020	Government Marker (Includes Setting)	\$0	\$100
10033205 347020	Bronze Marker, Single (Includes Setting)	\$154	\$175
10033205 347020	Bronze Marker, Double (Includes Setting)	\$231	\$250
10033205 347020	Cremation Garden Marker	\$103	\$120
Annual Care			
10033205 347040	Payment for One Year's Care of One Grave Lot	\$47	\$50
10033205 347040	Monument Cleaning - Varies with Size	\$25 - \$500	\$25 - \$500
Perpetural Care			
10033205 391000	One - Time Perpetual Care Fee	\$108	\$108
Non-Resident Fees ¹			
10033205 363000	Wilde Chapel Rental (Wedding)	\$1,024	\$1,200
10033205 363000	Wilde Chapel Rental - Weekday Service	\$566	\$700
10033205 363000	Wilde Chapel Rental - Saturday Service	\$733	\$800
10033205 347050	Holiday Wreaths	\$30 - \$45	\$40 - \$55
Interments, Conventional			
10033205 347010	Weekday	\$1,400	\$1,400
10033205 347010	Weekday - After 2:30 pm	\$1,555	\$1,600
10033205 347010	Saturday - Before 11:00 am	\$1,905	\$1,900
10033205 347010	Saturday - After 11:00 am	\$2,110	\$2,200
Interments, Child (Under 5 Years)			
10033205 347010	Weekday	\$916	\$900
10033205 347010	Weekday - After 2:30 pm	\$1,102	\$1,100
10033205 347010	Saturday - Before 11:00 am	\$1,421	\$1,400
10033205 347010	Saturday - After 11:00 am	\$1,627	\$1,600
Interments, Infant (Under 1 Year)			
10033205 347010	Weekday	\$545	\$550
10033205 347010	Weekday - After 2:30 pm	\$726	\$720
10033205 347010	Saturday - Before 11:00 am	\$854	\$850

FY25 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Cemeteries
Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Previous Rates</u>	<u>Rates as of 7/1/2024</u>
10033205 347010	Saturday - After 11:00 am	\$1,019	\$1,000
	Vault Setting Fee		
10033205 347010	All Interments	\$283	\$300
10033205 347010	Cremation - Urn Vault	\$303	\$350
10033205 347010	Placement of Funeral Home Provided Vault	\$98	\$100
	Grave Re-Use Fee		
10033205 347010	For Cremains Buried On Top of Existing Casket	\$556	\$750
	Interments, Cremains		
10033205 347010	Weekday	\$736	\$750
10033205 347010	Weekday - After 2:30 pm	\$921	\$950
10033205 347010	Saturday - Before 11:00 am	\$1,024	\$1,100
10033205 347010	Saturday - After 11:00 am	\$1,158	\$1,300
	Disinterments, Conventional		
10033205 347010	Within Cemetery (Container Additional)	\$3,041	\$3,200
10033205 347010	Outside Cemetery (Container Additional)	\$1,570	\$1,600
	Disinterments, Child (Under 5 Years)		
10033205 347010	Within Cemetery (Container Additional)	\$2,183	\$2,200
10033205 347010	Outside Cemetery (Container Additional)	\$1,091	\$1,100
	Disinterments, Cremains		
10033205 347010	Within Cemeter	\$1,472	\$1,500
10033205 347010	Outside Cemetery	\$736	\$750
10033205 347010	Winter Rates for Burials/Disinterments - Additional Fee (December 1 - April 1)	\$175	\$200
10033205 347010	Clearing Grounds for Tent Placement - (December 1 - April 1)	\$175	\$200
10033205 347010	Columbarium (30% Perpetual Care)	\$2,500 - \$2,800	\$2,500 - \$2,800
10033205 347010	Second Inurnment	\$340	\$350
	Lot Sales - Forest City		
10033205 347070	Single Lot	\$1,464	\$1,500
10033205 347070	Two (2) Grave Lot	\$2,928	\$3,000
10033205 347070	Three (3) Grave Lot	\$4,392	\$4,500
10033205 347070	Four (4) Grave Lot	\$5,856	\$6,000
10033205 347070	Five (5) Grave Lot	\$7,320	\$7,500
10033205 347070	Cremation Garden	\$750	\$800
	Lot Sales - Evergreen		
10033205 347070	Single Lot	\$1,830	\$1,850
10033205 347070	Two (2) Grave Lot	\$3,660	\$3,700
10033205 347070	Three (3) Grave Lot	\$5,490	\$5,550
10033205 347070	Four (4) Grave Lot	\$7,320	\$7,400
10033205 347070	Five (5) Grave Lot	\$9,180	\$9,250
10033205 347070	Veterans Section	\$1,290	\$1,300
10033205 347070	Cremation Garden	\$978	\$1,000
10033205 347070	Odd Shaped Lots - Resident (per sq. ft.)	\$38	\$40
	Foundations		
10033205 347020	Price Per Square Inch of Concrete	\$1.50	\$1.60
10033205 347020	Government Marker (Includes Setting)	\$0	\$100
10033205 347020	Bronze Marker, Single (Includes Setting)	\$155	\$175

FY25 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Cemeteries

Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Previous Rates</u>	<u>Rates as of 7/1/2024</u>
10033205 347020	Bronze Marker, Double (Includes Setting)	\$231	\$245
10033205 347020	Cremation Garden Marker	\$103	\$120
Annual Care			
10033205 347040	Payment for One Year's Care of One Grave Lot	\$46	\$50
10033205 347040	Monument Cleaning - Varies with Size	\$12 - \$500	\$12 - \$500
Perpetural Care			
10033205 391000	One - Time Perpetual Care Fee	\$108	\$108

¹ All Resident and Non-Resident rates are subject to change

Parks, Recreation and Facilities Management

Ethan Hipple

Director

Amber Brooks

Principal Financial Officer

4/10/2024



To: Brendan O'Connell, Finance Director
Anne Bilodeau, Deputy Finance Director
Jennifer Lodge, Budget Analyst
Ethan Hipple, Director of Parks, Recreation & Facilities
From: Amber Brooks, Principal Financial Officer
Date: 4/10/24
Re: FY25 Golf Course Fee Changes

The Riverside Golf Course will increase fees with the approval of Ethan Hipple, Director of Parks, Recreation & Facilities, for the 2024 Season. These increases will better align our rates with neighboring golf courses while still keeping the course in the competitive market. Riverside Golf Course has always been and will continue to be one of the lower priced courses in the area. As a municipal course, we feel all should be able to enjoy what the course has to offer at an affordable price.

For the 2024 season, certain resident and non-resident memberships, corporate passes, and club rentals will see an increase. Please see attached fee schedule for details.

Last year, for the 2023 season, membership fees and daily play rates were all increased. Riverside Golf Course continues to sell a set number of memberships each year as this change has allowed staff to better manage tee times for all.

Riverside Golf Course takes part in the national "Youth On Course" program, which offers \$5 rounds of golf to players 18 and under. This program is intended to grow the sport of golf by offering affordable golf to low income and underserved populations.

Amber Brooks
Principal Financial Officer
Parks, Recreation & Facilities

FY25 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Golf Course
 Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 2024 Season

<u>Account Number</u>	<u>Revenue Description</u>	<u>Previous 2023 Season Rates</u>	<u>Current 2024 Season Rates</u>
North Course			
Resident Seasonal Passes ^{1, 2}			
10033304 346030	Single	\$1,060	\$1,175
10033304 346030	Mid Week (M - F)	\$770	\$865
10033304 346030	Under 35	\$905	\$1,010
10033304 346030	Junior	\$400	\$400
10033304 346030	College	\$700	\$790
10033304 346030	Couple	\$1,670	\$1,865
10033304 346030	Mid Week Couple (M - F)	\$1,350	\$1,525
10033304 346030	Single Combination (Both Courses)	\$1,390	\$1,525
10033304 346030	Mid Week Combination (M - F)	\$1,050	\$1,165
10033304 346030	Junior Combination (Both Courses)	\$500	\$500
10033304 346030	Couple Combination (Both Courses)	\$2,170	\$2,400
10033304 346030	Mid Week Couple Combination (M - F)	\$1,775	\$1,980
10033304 346030	Junior Addition (To Couple)	\$200	\$200
10033304 346030	Corporate Pass	\$6,500	\$7,000
North Course			
Non-Resident Seasonal Passes ^{1, 2}			
10033304 346030	Single	\$1,310	\$1,440
10033304 346030	Mid Week (M - F)	\$1,015	\$1,125
10033304 346030	Under 35	\$1,155	\$1,275
10033304 346030	Junior	\$450	\$450
10033304 346030	College	\$700	\$790
10033304 346030	Couple	\$2,020	\$2,240
10033304 346030	Mid Week Couple (M - F)	\$1,675	\$1,875
10033304 346030	Single Combination (Both Courses)	\$1,715	\$1,875
10033304 346030	Mid Week Combination (M - F)	\$1,375	\$1,510
10033304 346030	Junior Combination (Both Courses)	\$550	\$550
10033304 346030	Couple Combination (Both Courses)	\$2,625	\$2,890
10033304 346030	Mid Week Couple Combination (M - F)	\$2,230	\$2,465
10033304 346030	Junior Addition (To Couple)	\$225	\$225
10033304 346030	Corporate Pass	\$6,500	\$7,000
North & South Course			
Daily Play Fees ¹			
10033304 346010	18 Holes, Weekday	\$44	\$44
10033304 346010	18 Holes, Weekday, JR/College	\$26	\$26
10033304 346010	18 Holes, Weekend	\$49	\$49
10033304 346010	9 Holes, Weekday	\$32	\$32
10033304 346010	9 Holes, Weekday, JR/College	\$19	\$19
10033304 346010	9 Holes, Weekend	\$37	\$37
10033304 346010	Additional 9 on 9 Holes Weekday	\$12	\$12
10033304 346010	Additional 9 on 9 Holes Weekday, JR/College	\$7	\$7
10033304 346010	Additional 9 on 9 Holes Weekend	\$12	\$12
North & South Course			
League Fees ¹			
10033304 346010	South Pass Holder (Pass Holder - 9 Holes)	\$17	\$17
10033304 346010	South Pass Holder (Pass Holder - 18 Holes)	\$30	\$30
10033304 346010	Non-Pass Holder (Non-Pass Holder - 9 Holes)	\$23	\$23
10033304 346010	Non-Pass Holder (Non-Pass Holder - 18 Holes)	\$36	\$36
South Course			
Resident Seasonal Passes ^{1, 2}			
10033304 346030	Single	\$700	\$790
10033304 346030	Mid Week (M - F)	\$600	\$680
10033304 346030	Junior	\$200	\$200
10033304 346030	Couple	\$1,075	\$1,230
10033304 346030	Mid Week Couple (M - F)	\$940	\$1,085
South Course			
Non-Resident Seasonal Passes ^{1, 2}			
10033304 346030	Single	\$855	\$955
10033304 346030	Mid Week (m - F)	\$770	\$865
10033304 346030	Junior	\$250	\$250
10033304 346030	Couple	\$1,290	\$1,460
10033304 346030	Mid Week Couple (M - F)	\$1,195	\$1,360
North & South Course			
Common Fees ¹			
10033304 346070	Bag Storage	\$90	\$95
10033304 346070	Bag & Pushcart Storage	\$115	\$120
10033304 346080	Club Rental - 9 Holes	\$15	\$25

FY25 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Golf Course
 Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 2024 Season

<u>Account Number</u>	<u>Revenue Description</u>	<u>Previous 2023 Season Rates</u>	<u>Current 2024 Season Rates</u>
10033304 346080	Club Rental - 18 Holes	\$20	\$40
10033304 346080	Pull Cart Rental - 9 Holes	\$5	\$5
10033304 346080	Pull Cart Rental - 18 Holes	\$10	\$10
10033304 346070	Seasonal Locker Rental - Members	\$35	\$35
10033304 346070	Seasonal Locker Rental - Non-Members	\$50	\$50
10033304 346080	Golf Cart Rental - 18 Holes Non-Members	\$22	\$22
10033304 346080	Golf Cart Rental - 9 Holes Non-Members	\$16	\$16
10033304 346080	Golf Cart Rental - Additional 9 on 9 Holes Non-Members	\$6	\$6
10033304 346080	Golf Cart Rental - 18 Holes Members	\$20	\$20
10033304 346080	Golf Cart Rental - 9 Holes Members	\$14	\$14
10033304 346080	Golf Cart Rental - Additional 9 on 9 Holes Members	\$6	\$6
10033304 346010	Practice Facility - Daily Fee - Under 17 Years of Age	\$5	\$5
10033304 346010	Practice Facility - Daily Fee - Over 17 Years of Age	\$20	\$20
10033304 346010	High School Fee Per School Per Season	\$1,800	\$1,800
10033304 346010	High School Fee Per Use for Practice Course	\$20	\$20
10033304 346010	College School Fee Per Season	\$2,200	\$2,200

¹ Rates subject to change

² Cost for 2024 Season Memberships sold starting in FY24

Parks, Recreation and Facilities Management

Ethan Hipple

Director

Amber Brooks

Principal Financial Officer

4/10/2024



To: Brendan O'Connell, Finance Director
Anne Bilodeau, Deputy Finance Director
Jennifer Lodge, Budget Analyst
Ethan Hipple, Director of Parks, Recreation & Facilities
From: Amber Brooks, Principal Financial Officer
Date: 4/10/2024
Re: FY25 Ice Arena Fee Changes

The Ice Arena Division will increase fees with the approval of Ethan Hipple, Director of Parks, Recreation & Facilities, as of July 1, 2024. This increase will allow the division to offset some of the increased labor and mechanical costs associated with running the Ice Arena.

In FY25 we will increase the rates for hourly Ice Rentals. This increase is necessary due to the increased costs of wages and supplies to keep the arena open on average 16 hours per day. These fees will increase \$10 to \$15 per hour.

Fees were last increased in FY24 for the ISI Skating Lessons which helped to offset the additional time needed by staff to manage the program.

Ice Rentals	Current FY24 Fees	Proposed FY25 Fees
Hourly Ice Rentals - All Users	\$250	\$265
Hourly Ice Rentals - 9:00pm - 6:00am - All Users	\$230	\$245
Hourly Ice Rentals - Portland Public Schools	\$195	\$205
Hourly Ice Rentals - Cheverus High School	\$200	\$210

Hourly Ice Rentals - Non-Resident Schools	\$205	\$215
Hourly Ice Rentals - Non-Resident Non-Host Schools	\$225	\$235
Non-Profit Rate	\$175	\$200

Amber Brooks
Principal Financial Officer
Parks, Recreation & Facilities

FY25 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Ice Arena

Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: As of 7/1/2024

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY25 Rates</u>
Services ¹			
10033306 341000	Skate Sharpening - Hockey Skates	\$8	\$8
10033306 341000	Skate Sharpening - Figure Skates	\$8	\$8
10033306 341000	Skate Sharpening - Radius	\$20	\$20
10033306 341000	Skate Sharpening - Flat Bottom	\$10	\$10
10033306 341000	Skate Sharpening - Custom Sharpening	\$15	\$15
10033306 341000	Skate Rentals - All Users	\$4	\$4
Ice Rentals ¹			
10033306 346500	Public Skating, Per Session - Adults	\$6	\$6
10033306 346500	Public Skating, Per Session - Youth & Seniors	\$6	\$6
10033306 346500	Hourly Ice Rentals - All Users	\$250	\$265
10033306 346500	Hourly Ice Rentals - 9:00 pm - 6:00 am - All Users	\$230	\$245
10033306 346500	Hourly Ice Rentals - Portland Public Schools	\$195	\$205
10033306 346500	Hourly Ice Rentals - Cheverus High School	\$200	\$210
10033306 346500	Hourly Ice Rental - Non-Resident Schools	\$205	\$215
10033306 346500	Hourly Ice Rental - Non-Resident Non-Host Schools	\$225	\$235
10033306 346500	Non-Profit Rate	\$175	\$200
ISIA Group Skating Lessons ¹			
9 Week Sessions			
10033306 346500	Tots (4 & 5 Years) - Resident	\$108	\$108
10033306 346500	Tots (4 & 5 Years) - Non-Resident	\$117	\$117
10033306 346500	Pre-Alpha through Gamma - Resident	\$135	\$135
10033306 346500	Pre-Alpha through Gamma - Non-Resident	\$144	\$144
10033306 346500	Delta & Freestyle - Resident	\$135	\$135
10033306 346500	Delta & Freestyle - Non-Resident	\$144	\$144
10033306 346500	Open Freestyle Practice - Resident	\$135	\$135
10033306 346500	Open Freestyle Practice - Non-Resident	\$135	\$135
Figure Skating Lessons ¹			
Per Session			
10033306 346500	Pre-Registered	\$15	\$15
10033306 346500	Walk-On	\$15	\$15

¹ Rates are subject to change

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE CITY MANAGER
TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT
FISCAL YEAR 2025 HEALTH & HUMAN SERVICES BUDGET**

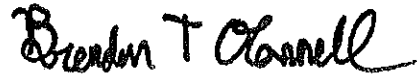
ORDERED, that the City Manager or designee be and hereby is authorized to enter into:

1. Standard agreements and amendments to standard agreements with other governmental agencies for Fiscal Year 2025 to implement the Health & Human Services operating budget; and
2. Agreements with providers of services and lessors of property to provide services for Health & Human Services programs.

City of Portland, Maine

Memorandum

To: Danielle P. West, City Manager
From: Brendan O'Connell, Finance Director
Date: April 26, 2024
Re: FY25 Budget Council Order – HHS Agreements



Each year the City of Portland enters into agreements and amendments to those agreements, to receive reimbursement for services provided by the Health and Human Services department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

I have asked Corporation Counsel to prepare the necessary order for inclusion on the May 20, 2024 agenda.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE CITY MANAGER TO ACCEPT SCHOLARSHIP AND
TRUST DONATIONS AND BEQUESTS AND ENTER INTO TRUST AGREEMENTS**

ORDERED, that the City Manager is authorized to accept and to appropriate new scholarship funds, and bequests from wills and trusts in amounts of up to \$50,000 in Fiscal Year 2025; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into standard form trust agreements and other associated documents and/or agreements as approved by the Corporation Counsel.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE DIRECTOR OF PARKS, RECREATION AND
FACILITIES TO ACCEPT DONATIONS UP TO \$10,000
FOR PARKS, RECREATION & FACILITIES DEPARTMENT PROGRAMS
AND CITY FUNDS**

ORDERED, that the Director of Parks, Recreation & Facilities is authorized to accept and to appropriate donations in amounts of up to \$10,000 in Fiscal Year 2025 for the following:

- The Land Bank Fund, Chapter 2, Section 2-45; and
- The Tree Trust Fund, Chapter 29, Section 29-14; and
- The Portland Youth Corps; and

BE IT FURTHER ORDERED, that City-funded Parks, Recreation & Facilities Department gift catalog and program donations in amounts of up to \$10,000 in Fiscal Year 2025 may also be accepted.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING CORPORATION COUNSEL
TO UNDERTAKE CIVIL ACTIONS TO COLLECT
DELINQUENT PERSONAL PROPERTY TAXES**

ORDERED, that the Corporation Counsel, through the use of City Attorneys or Contractors, is hereby authorized to institute legal proceedings on behalf of the City to collect delinquent personal property taxes against debtors who have failed to pay the taxes when due.

Memo

To: Danielle P. West, City Manager

From: Brendan O'Connell, Finance Director



Date: April 26, 2024

Re: FY25 Budget Council Order Agenda Item Request – Authorizing Collection Actions

Please place the attached order on the City Council agenda for first reading on May 20th and second reading and passage on June 3, 2024. I am recommending we present this to the City Council for action as it is related to the financial business of the upcoming fiscal year. We have passed this order annually with the budget approved since fiscal year 2003.

This order arises out of the staff proposal to maintain of our efficient personal property tax collections. Many times during the fiscal year our personal property tax standard billing and collection procedures prove to be inadequate, and we need to seek legal assistance from the Corporation Counsel's Office. This could involve a company refusal to pay, a bankruptcy declaration or title dispute or other similar matter that requires legal action.

Corporation Counsel advises that the City Council needs to grant specific authority to file legal actions in these kinds of tax cases. Many times we need to act quickly to ask for legal assistance when information comes to our attention, in order to protect the City's interest. We also want to avoid administrative delays by seeking this general authority from the City Council to collect delinquent personal property taxes when necessary. Delegating this authority greatly enhances our personal property collection efforts.

Order 205-23/24 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by the Finance Committee, Anna Trevorow, Chair

Order 205-23/24 Personal Property Taxes

kcapon1@maine.rr.com <kcapon1@maine.rr.com>

Thu, May 30, 6:56 PM
(4 days ago)

to publiccomment@portlandmaine.gov

If the projected cost of collecting said taxes exceeds the amount owed, the City should write-off the balance owed, and then issue the appropriate 1099 which reports the forgiveness as taxable income to the taxpayer. or the next legal representative related to the debt. This is an old gimmick that serves to entice payment by the debtor lest it gets handed off to the IRS to collect.

The other gimmick is simply attaching the lien to the future sale of the property by recording it in the Register of Deeds.

The City should adjust its policy such that we don't spend more than we collect. This is much more fiscally sound.

Kenneth A. Capron, ret. CPA, Systems Engineer

1375 Forest Avenue D-11

Portland, ME 04103

207-797-7891

kcapon1@maine.rr.com

maglev@maine.rr.com

[Southern Maine Research Institute]

[SkyWay by MicroRail]

[Hope Harbor]

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER AUTHORIZING NON-UNION WAGE ADJUSTMENT

ORDERED, that an overall wage increase of three percent (3.0%) for non-union employees is hereby approved effective July 1, 2024; and

BE IT FURTHER ORDERED, that the Mayor, the City Council, the City Clerk, and Corporation Counsel shall receive a three percent (3.0%) wage increase effective July 1, 2023.

Human Resources Department
Anne Torregrossa
Director

MEMORANDUM

TO: Danielle P. West, City Manager
FROM: Anne Torregrossa, Director of Human Resources
DATE: April 24, 2024
RE: FY25 Budget Order Re: Implementing Non-Union Wage Adjustment

Please include the following language in a Council Order to accompany the FY25 budget. This item should be given a first reading on May 20, 2024 and a second reading on the June 3, 2024 meeting along with other budget related items.

ORDER AUTHORIZING NON-UNION WAGE ADJUSTMENT

ORDERED, that an overall wage increase of three percent (3.0%) for non-union employees is hereby approved effective July 7, 2024; and

BE IT FURTHER ORDERED, that the updated non-union pay plan in substantially the form attached hereto is hereby approved; and

BE IT FURTHER ORDERED, that the Mayor, the City Council, the City Clerk, and Corporation Counsel shall receive a three percent (3.0%) wage increase effective July 7, 2024.

cc: Michael Goldman, Corporation Counsel
Annie James, Paralegal / Legal Assistant
Jennifer Lodge, Budget Analyst

AT (jlr): 04/26/24

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER DESIGNATING FISCAL YEAR 2025 FUNDS FOR
SPECIFIC ISLAND SERVICES**

ORDERED, that \$45,000 from the Fiscal Year 2025 municipal budget is hereby designated to pay for the Peaks Island services specified as follows:

Item A: Summer Bike Program Tickets (CBL): \$250
Item B: Needs Based PI Resident Tickets (CBL): \$2,000
Item C: PI Student Tickets (CBL): \$3,500
Item D: Welch Street Webcam: \$4,500
Item E: Internet Subscription (Webcam): \$2,700
Item F: Island Taxi (ITS): \$22,320
Item G: PI Council Administrative Expenses: \$2,150
Item H: Peaks Island Children's Workshop (Updated Classroom Supplies): \$3,210
Item I: New Brackett Church (Ceiling Mount Projector 50% share): \$720
Item J: Island Compost Project: \$2,400
Item K: Peaks Island Historical Society (mid-1700s Ye Olde Trott Burial Ground
Ongoing Restoration): \$1,250

TOTAL: \$45,000



Peaks Island Council
FY 2025 Budget Request
As Approved for Submission
March 7, 2024

Motion: The Peaks Island Council requests the Portland City Council to allocate the following funds to the Peaks Island Council FY2025 Parking and Transportation Fund in the amount of \$45,000 in accordance with the following items:

Item A: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a summer bike ticket program on Peaks Island. Funds allocated for bike tickets are \$250.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item B: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for Needs-Based Peaks Island residents. To receive Needs-Based tickets, recipients must fit defined criteria developed by the Peaks Island Council. The funds allocated for Needs-Based tickets are \$2,000.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item C: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation fund payable to Casco Bay Lines to purchase tickets for Peaks Island student tickets. The funds allocated for student tickets are \$3,500.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item D: The Peaks Island Council requests the City Manager or her designee to provide an allocation for purchasing the Welch Street webcam (camera). This camera will enable the public to view the queuing lines for the Casco Bay Lines ferry from internet connected devices. The funds allocated for this item are \$4,500.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item E: The Peaks Island Council requests the City Manager or her designee to provide an allocation for purchasing an internet subscription for the Welch Street webcam (camera). The monthly subscription enables the public to view the queuing lines for the Casco Bay Lines ferry from internet connected devices. The funds allocated for this annual subscription are \$2,700.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item F: Island Transportation System (ITS), a.k.a., Island "Taxi." The Peaks Island Council requests the City Manager or her designee to provide an allocation to the ITS for continued support of the only transportation service available to residents. The funds allocated for the taxi are \$22,320.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item G: The Peaks Island Council requests the City Manager, or her designee to provide an allocation for the Peaks Island Council for Administrative Expenses. The funds allocated for this item are \$2,150.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item H: The Peaks Island Council requests the City Manager, or her designee provide an allocation for the Peak's Island Children's Workshop for updated classroom supplies (work books, art supplies, and related learning materials). The funds allocated for the P.I. Children's Workshop are \$3,210.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item I: The Peaks Island Council requests the City Manager, or her designee provide an allocation to the New Brackett Church for funds towards 50% of the cost of a new ceiling mounted projector with updated technology to enable access to professional level technology options for the 25+ island non-profits which utilize the church facility at no charge to incorporate audiovisual resources into their activities for audiences of all ages. The funds allocated to the New Brackett Church are \$720.00.

DocuSigned by:

Danielle P. West

3/26/2024

A4546612E752416...

Danielle West, Portland City Manager

Date

Item J: The Peaks Island Council requests the City Manager, or her designee provide an allocation of for the Island Compost Project. The funds allocated for this project are \$2,400.00.

DocuSigned by:

Danielle P. West

A4546612E752416...

Danielle West, Portland City Manager

3/26/2024

Date

Item K: The Peaks Island Council requests the City Manager, or her designee provide an allocation to the Peaks Island Historical Society for the support of ongoing restoration of the historic Ye Olde Trott Burial Ground (established mid-1700s) on Upper A Street. This long-neglected cemetery contains the resting place of many of the island's earliest settlers. The funds allocated to the Peaks Historical Society are \$1,250.00.

DocuSigned by:

Danielle P. West

A4546612E752416...

Danielle West, Portland City Manager

3/26/2024

Date

Order 207-23/24 Designating Fiscal Year 2025 Funds for Specific Island Services - Sponsored by the Finance Committee, Anna Trevorow, Chair

Order 207-23/24 2025 Funds for Specific Island Services

kcapon1@maine.rr.com <**kcapon1@maine.rr.com**>

Thu, May 30, 7:13 PM
(4 days ago)

to publiccomment@portlandmaine.gov

Is there something unique about Peaks Island that entitles them to \$45,000 for varied uses per Order 207?

I would assume that all neighborhoods would like funds designated for discretionary uses every year.

What distinguishes the Island from Munjoy Hill, or the West End, or North Deering?

Why haven't district councilors and at-large councilors been looking to help their constituents accordingly?

Kenneth A. Capron, ret. CPA, Systems Engineer

1375 Forest Avenue D-11

Portland, ME 04103

207-797-7891

kcapon1@maine.rr.com

maglev@maine.rr.com

[Southern Maine Research Institute]

[SkyWay by MicroRail]

[Hope Harbor]

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER APPROPRIATING \$9,300,000 IN FUND BALANCE

ORDERED, that \$5,100,000 is hereby appropriated from Assigned Fund Balance for pension obligation bond debt service payments due in Fiscal Year 2025; and

BE IT FURTHER ORDERED, that an additional \$4,200,000 is hereby appropriated from the Assigned Fund Balance to fully fund the City's health & human services obligations in Fiscal Year 2025.

Order 208-23/24 Appropriating \$9,300,000 in Fund Balance - Sponsored by the Finance Committee, Anna Trevorow, Chair

Order 208-23/24 Appropriating \$9,300,000

kcapon1@maine.rr.com <kcapon1@maine.rr.com>

Thu, May 30, 7:45 PM
(4 days ago)

to publiccomment@portlandmaine.gov

By appropriating this in advance of its due time, who is getting the income earned during the year. Appropriating these funds monthly would more evenly distribute the earnings from this block of funding.

Keeping the maximum funds within our Fund Balance for the longest time would seem to be a more responsible accounting practice for taxpayers.

Kenneth A. Capron, ret. CPA, Systems Engineer

1375 Forest Avenue D-11

Portland, ME 04103

207-797-7891

kcapon1@maine.rr.com

maglev@maine.rr.com

[Southern Maine Research Institute]

[SkyWay by MicroRail]

[Hope Harbor]

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE CHAPTERS 10, 24, 25, AND 28
RE: VARIOUS FEE INCREASES FOR FISCAL YEAR 2025**

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

1. That Sections 10-18, 10-102, 24-72, 25-27, 25-119, and 28-51 are hereby amended, which said sections read as follows:

Sec. 10-18. Amendments.

The Fire Prevention Code adopted by section 10-16 is amended, modified and deleted in the following respects:

...

(f) Table 1.12.8(a) shall be amended to add the following:

Operations and Materials	Permit Required	Cross Reference Section Number	Permit Fee
Blasting operations 1) < 50 cu. yds. 2) Utility trench 3) 50-300 cu. yds. 4) 300+ cu. yds.	For blasting operations.		1) \$50 (B), (D) 2) \$50 (B), (D) 3) \$100 (B), (D) 4) \$500 (B), (D)
Certificate of Fitness for Fire Alarm Service and Installation Company	To engage in the business of fire alarm service and installation	1.13.1(3)	\$250.00 each
Certificate of fitness for special hazards systems	To engage in the business of special hazards system service and installation	1.13.1(3)	\$250 each
Certificate of fitness for marijuana growing, processing or extraction facilities	TBD	1.13.1(3)	TBD (G)

Fire Alarm Inspections Sticker	Acquisition and application of fire alarm inspection stickers	1.12.7	\$ 25 <u>35</u> .00 each
Special Type Dispensing Systems, other than Flammable or Combustible Liquids		Private and Special Laws of 1917, Chapter 160	\$174.00 (A)

...

Sec. 10-102. Master box connections to the dispatch center.

...

(c) *Connection and maintenance fees.* The following fees shall apply to each fire alarm system connected to the dispatch center:

- (1) New connection fee \$550.00
- (2) Annual maintenance fee ~~275~~300.00
 - Except that for each
additional alarm system
at the same location 100.00
- (3) Conversion of mechanical
Master Box Alarm System to
Wireless Mater Box Alarm
System 275.00

First-time payments of the annual maintenance fee shall be prorated over the number of months, including any fraction thereof, remaining between the date of payment and the following June thirtieth, provided, however, that in no case shall the fee be reduced to less than half. The annual maintenance fee shall thereafter be due and payable in full on July first. If payment is not made within thirty (30) days thereafter, the alarm user shall

forthwith be notified in writing by the fire chief of the impending disconnection of the alarm system, which shall be disconnected by the fire chief as soon thereafter as practicable. Any unpaid charges assessed under this section shall be enforceable by lien against the property serviced by the alarm and shall be collected pursuant to section 1-16 of this Code.

...

Sec. 24-72. Sanitary sewer user charges.

...

(c) *Computation.* The user charges shall be computed in accordance with the following schedule, as from time to time amended, which shall be sufficient to meet costs of the eligible purposes for which such charges may be used. Beginning July 1, 2024~~3~~, user charges under this section for both dwelling units and commercial units shall be ~~twelve-thirteen~~ dollars ~~and seventy-five cents~~ (~~\$12.75~~13.00) per hundred cubic feet of volume for connected parcels of land. The user charge for developed but unconnected parcels of land shall be one dollar and seventy-one cents (\$1.71) per hundred cubic feet of volume. Each metered billing unit shall have a minimum charge of at least one hundred (100) cubic feet per month.

...

Sec. 25-27. Fees and fines.

(a) The following fees are hereby established for the issuance of a revocable street and sidewalk occupancy permit:

...

(3) Vehicles, equipment, or construction materials, as follows:

- a. The Parking Space Permit shall be ~~\$32.50~~35.00 per day or any portion thereof;
- b. The Sidewalk Permit shall be ~~\$27.50~~32.50 per day or any portion thereof;
- c. The Single Lane Closure Permit shall be ~~\$150.00~~200.00 per day or any portion thereof; and

- d. the Street Closure Permit shall be \$~~300.00~~400.00 per day or any portion thereof.

...

Sec. 25-119. Excavator and Paving licenses.

No person or utility shall excavate in a public place without holding a valid excavator's license and obtaining a street opening permit as provided in division 2 of this article, for such work from the city. The public works authority shall issue the excavator's license upon receipt of an application therefor and the annual license fee of ~~eight~~nine hundred dollars (\$~~800.00~~900.00), after having satisfied himself or herself of the competency and ability of the applicant to carry on the business of excavating. Persons or utilities without a previous work history with the city may be required at the discretion of the director to submit references from responsible municipal officials from other municipalities. No person or utility possessing such license shall allow his or her name to be used by any person or utility, directly or indirectly, either to obtain a permit or to do any work under this license; provided, however, that nothing herein shall be construed to prohibit a licensed excavator from doing such work through an authorized agent or employee who is directly and continuously supervised by him while in the performance thereof. A license issued to an excavator may be revoked after notice and hearing, if it is determined by the city that the licensed excavator has willfully disobeyed any portion of this article or the rules and regulations. A paving license is required for any company paving in a public right-of-way. The public works authority shall issue the paving license upon receipt of an application therefor and the annual license fee of one hundred dollars (\$100.00).

Sec. 28-51. Traffic schedule.

The stopping, standing and/or parking of motor vehicles and movement of traffic are hereby regulated on the streets or parts of streets and ways and on publicly owned property as set forth on the traffic schedule and, when signs are erected giving notice thereof the stopping, standing and/or parking of motor vehicles and movement of traffic shall be regulated as set forth on the schedule for such streets or parts of streets and ways and on such publicly owned property. The traffic schedule shall be updated regularly by the city's traffic engineer and kept on file in the office of the city clerk. Amendments to the traffic schedule shall

be made by the traffic engineer acting pursuant to his or her authority under this chapter or by order of the city council.
(Ord. No. 183-97, 1-22-97)

Editor's note--By separate order (Ord. No. 130-93, 10-18-93; and Ord. No. 141-97, 11-3-97; Ord. No. 242-02/03, 5-19-03 (effective 7-1-03); Ord. No. 143-06/07, 2-5-07) (effective 2-5-07); Ord. No. 217-06/07, 5-21-07 (effective 7-1-07), Ord. No. 209-09/10 (effective 7-1-10), Ord. No. 240-13/14, 5/19/14 (effective 7-1-14) and Ord. No. 233-18/19, 5/20/2019 (effective 7-1-2019), and Ord. No. 54-23/24, 10/16/2023 (effective 10-26-2023) the City has established a schedule of waiver fees for parking violations as follows:

Parking Violations and Waiver Fees

1	Expired Meter or receipt/no receipt/receipt face down	\$2520.00
[2...		
[3	repealed by Order 109-FY18 when odd/even house numbers overnight parking rule ended]	
4	No Parking This Side of Street	\$4035.00
5	Double Parking, Obstructing Traffic, or Parking in bicycle lane	\$4035.00
6	Parking in Hazardous Area -Fire Hydrant-Crosswalk	\$7040.00
7	Snow Removal or Plowing Area	\$4035.00
8	No Parking Bus Stop	\$4035.00
9	Blocking Driveway (On Complaint)	\$4035.00
10	Displaying vehicle for sale	\$25.00
11	Washing, greasing or repairing such vehicle except for repairs necessitated by an emergency	\$25.00
12	Advertising purposes	\$25.00
13	Storage/abandoned vehicle (10 consecutive days)	\$3025.00
14	Angle Parking Only	\$3025.00
15	Parking a Vehicle 20' or more in Residential Area November-March	\$3025.00
16	Camper, Trailer, boat, Etc. Over 24 hrs in any 7 calendar day period	\$3025.00
17	Driver to Remain with Vehicle in Taxi Stand	\$3025.00
18	Non-EV parking at EV charging station or EV at charging station not plugged in	\$4035.00
19	Unregistered motor vehicle	\$35.00
A....Parking in Disabled Zone		\$200.00
B.... Other.		
C	Prolonged Parking-Feeding Meters	\$3025.00
D	Overtime In Time Zone (Green Sign)	\$2015.00
E	No Parking Zone	\$4035.00
F	No Parking Between Signs	\$4035.00
G	No Parking Here To Corner	\$4035.00
H	No Parking Taxi Stand	\$4035.00
J	No Parking Intersection	\$4035.00
K	No Parking Sidewalk	\$4035.00
L	No Parking / Dual Rear Wheels/ Overtime Commercial Vehicle Zone	\$40.00

M	No Parking Against Traffic Flow	\$ 4035 .00
N	Posted Emergency No Parking Zone	\$ 4035 .00
P	No Parking More than 18" from Curb	\$ 4035 .00
Q	No Stopping or Standing	\$ 4035 .00
R	No Parking City Lot or Property (Permit Required)	\$ 4035 .00
S	No Parking on Esplanade	\$ 4035 .00
T	No Parking That Takes More Than One Parking Space	\$ 2520 .00
U	Interference with enforcement	\$500.00

***Editor's Note:** Permits are required to be properly displayed.

BE IT FURTHER ORDERED, that this amendment shall be effective on
July 1, 2024.

**CITY OF PORTLAND
MEMORANDUM**

TO: Danielle West, City Manager

FROM: John Peverada, Parking Director

DATE: April 12, 2024

RE: Proposed FY25 Parking Ticket Violation Increases

Parking Tickets 100-18-100 351200 Ordinance Ch.28-51

Propose increasing **most ticket violations** \$5. The last increases were in July 2018 & 2019.
Exceptions being:

We are proposing to have the Comm.Vehicle Loading Zone tickets remain at \$40,
and increase the Parking in a Hazardous Area Tickets ie Crosswalks and Fire Hydrants
to \$70 to be competitive with other communities and improve compliance.
The estimated revenue increase is \$290,000 per year.

Current and Proposed Rates are listed on the attached list

cc Brendan O'Connell, Finance Director
Michael Goldman, Corporation Counsel
Jennifer lodge, Budget Analyst

FY25 REVENUE FEE SCHEDULE CHANGE

Ordinance Fee

Department: Parking

Account # 100-18-100 351200

ORDINANCE FEE Chapter 28-51

Revenue Description Violation Type		Current Fee	FY25 Proposed Fee
T	No Parking More Than One Space	\$20	\$25
D	Overtime Parking in Time Zone	\$15	\$20
12	Advertising Purposes	\$25	\$25
10	Displaying Vehicle For Sale	\$25	\$25
1	Expired Meter	\$20	\$25
11	Washing, Greasing or repr for sale	\$25	\$25
15	Parking a vehicle 20' or more in a Res. Area	\$25	\$30
C	Prolonged Parking (includes feeding meter)	\$25	\$30
13	Storage /Abandon Vehicles 10 days	\$25	\$30
14	Angle Parking Only	\$25	\$30
16	Camper,Trailer, Boat, over 24 hrs in any 7 cal days	\$25	\$30
17	Driver to remain with vehicle in Taxi Stand	\$25	\$30
19	Unregistered motor vehicle	\$35	\$35
J	No Parking Intersection	\$35	\$40
S	No Parking on Esplanade	\$35	\$40
4	No Parking This Side of Street	\$35	\$40
9	Blocking or Obstructing Driveway	\$35	\$40
5	Double Parking,Obstructing Traffic,or Parking in a Bike Lane	\$35	\$40
L	No Parking / Overtime / Commerical Vehicle Zone	\$40	\$40
M	No Parking Against Traffic Flow	\$35	\$40
F	No Parking Between Signs	\$35	\$40
8	No Parking Bus Stop	\$35	\$40
R	No Parking City Lot or Property (Permit Required)	\$35	\$40
G	No Parking Here to Corner	\$35	\$40
P	No Parking More than 18" from Curb	\$35	\$40
K	No Parking Sidewalk	\$35	\$40
H	No Parking Taxi Stand	\$35	\$40
E	No Parking Zone	\$35	\$40
Q	No Stopping or Standing	\$35	\$40
18	Non-EV parking at EV charging station	\$35	\$40
N	Posted Emergency No Parking Zone	\$35	\$40
7	Snow Removal or Plowing Area	\$35	\$40
6	Parking in Hazardous Area Fire Hydrant, Crosswalk	\$40	\$70
A	Parking In Disabled Zone	\$200	\$200
U	Interference with Enforcement	\$500	\$500
B	Other		

Portland Fire Department
Keith Gautreau
Fire Chief



January 30, 2024

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director

From: Keith Gautreau, Fire Chief

RE: FY25 Fee Changes for Fire Department – Inspection Stickers

The Fire Department is proposing increasing the fee for inspection stickers from \$25 to \$35 as outlined in City Code Sec. 10-18 (f). This fee has not been increased in over five years. The sticker fee covers the inspection of alarm systems to ensure that they are within compliance of current standards. If approved, this increase shall take effect on July 1, 2024.

Fee Type - Ordinance	Current Fee	Proposed Fee	Est Additional Revenue
Fire Alarm Inspections Sticker	\$25 each	\$35 each	\$24,000 - 2400 X \$10

Sincerely,

Devin Mills
Principal Financial Officer
Fire Department

Revised 04/11/2024

FY25 REVENUE FEE SCHEDULE CHANGE

Ordinance Fee

Department: Fire Code Enforce & Comm Svcs

Ordinance Chapter 10-18 (f)

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee*</u>
10022200-326000	Inspection Stickers	\$25/ea	\$35/ea

*If approved, these fees shall take effect July 1st, 2024

Revised 04/11/2024

Portland Fire Department
Keith Gautreau
Fire Chief



January 30, 2024

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director

From: Keith Gautreau, Fire Chief

RE: FY25 Fee Changes for Fire Department – Annual Maintenance - AES Box

The Fire Department is proposing increasing the fee for annual maintenance on AES Boxes from \$275 to \$300 as outlined in City Code Sec. 10-102 (c) Connection and maintenance fees. This fee has not been increased in over five years. The annual fee covers 24 hour monitoring to Police and Fire dispatch as well as year round maintenance. If approved, this increase shall take effect on July 1, 2024. The fee for a new connection will remain unchanged at \$550 per box.

Fee Type - Ordinance	Current Fee	Proposed Fee	Est Additional Revenue
(1) New connection fee	\$550	\$550	
(2) Annual maintenance fee	\$275	\$300	\$10,000 - 400 X \$25
Except that for each additional alarm system	\$100	\$100	
(3) Conversion of mechanical Master Box Alarm System to Wireless Master Box Alarm System	\$275	\$275	

Sincerely,

Devin Mills
Principal Financial Officer
Fire Department

Revised 04/11/2024

FY25 REVENUE FEE SCHEDULE CHANGE

Ordinance Fee

Department: **Fire Operation Support Svcs**

Ordinance Chapter 10-102 (c)

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	FY 25
			<u>Proposed Fee*</u>
10022400-342000	Annual Maintenance - AES box	\$275/ea	\$300/ea

*If approved, these fees shall take effect July 1st, 2024

Revised 04/11/2024

Public Works Department
Mike Murray
Public Works Director



April 16, 2024

To: Brendan O'Connell, Finance Director
From: Michael Murray, Director of Public Works
RE: Proposed FY25 Budget Public Works Fee Increases

The Department of Public Works is proposing an Ordinance fee increase in the Street Occupancy Program as part of the FY25 Budget request.

Budget Line 10031302-321000	Current Fee	FY25 Proposed Fee
Parking Space Permit	\$32.50	\$35.00
Sidewalk Closure Permit	\$27.50	\$32.50
Single Lane Closure Permit	\$150.00	\$200.00
Street Closure Permit	\$300.00	\$400.00

Ordinance Fee: Chapter 25-27(a)(3) Fees and Fines

The suggested fee increases are directly related to recover a portion of the increase in administration cost for the coordination review of the traffic control plans with the Transportation Engineer, Police and Fire Department and Development Review. The increase to the Revenue line is \$107,500.

FY25 REVENUE FEE SCHEDULE CHANGE

Administrative & Ordinance Fees

Department: Public Works

Account #	Revenue Description	UOM	Current Fee	FY25 Proposed Fee
<u>Administrative Fees:</u>				
Solid Waste Recycling Program				
10031203-343000	SW Recycling Program 15 Gallon Bags	ea.	\$1.75	\$1.90
10031203-343000	SW Recycling Program 30 Gallon Bags	ea.	\$3.50	\$3.80
Street Openings:				
*City Code Editor's Note Sec 25-157				
24731000-321030	Street Opening Permits	ea.	\$450.00	\$500.00
24731000-321030	Sidewalk Opening Permits	ea.	\$315.00	\$350.00
24731000-321030	Esplanade/Other Permits	ea.	\$225.00	\$250.00
24731000-321030	Combo Permit/Multi Use Permit	ea.	\$450.00	\$500.00
24731000-321030	Block Permit *Block is defined as 350'	ea.	\$350.00	\$400.00
24731000-321030	Paving *Driveway in front of right of way	ea.	\$25.00	\$30.00
<u>Ordinance Fees:</u>				
Street Openings Licenses: Chapter 25-119				
24731000-321020	Street Opening Licenses	ea.	\$800.00	\$950.00
<u>Transport Engineering Street Occupancy Fees: Chapter 25-27(a)(3)</u>				
10031302-321000	Parking Space Permit	ea.	\$32.50	\$35.00
10031302-321000	Sidewalk Closure Permit	ea.	\$27.50	\$32.50
10031302-321000	Single Lane Closure Permit	ea.	\$150.00	\$200.00
10031302-321000	Street Closure Permit	ea.	\$300.00	\$400.00

Public Works Department
Mike Murray
Public Works Director



April 16, 2024

To: Brendan O'Connell, Finance Director
From: Michael Murray, Director of Public Works
RE: Proposed FY25 Budget Public Works Fee Increases

The Department of Public Works is proposing an Ordinance fee increase in the Street Opening Permits Program as part of the FY25 Budget request.

Budget Line 24731000-321020	Current Fee	FY25 Proposed Fee
Street Opening Licenses	\$800	\$950

Ordinance Fee: Chapter 25-119 Excavator and Paving Licenses

Budget Line 24731000-321030	Current Fee	FY25 Proposed Fee
Street Opening Permit	\$450.00	\$500.00
Sidewalk Opening Permit	\$315.00	\$350.00
Esplanade/ Other Permit	\$225.00	\$250.00
Combo Permit/Multi Use Permit	\$450.00	\$500.00
Block Permit	\$350.00	\$400.00
Paving Driveway in Right of Way	\$25.00	\$30.00

Administrative Fee: City Code Editor's Note Sec 25-157 Fees and Charges

The suggested fee increases are directly related to increase cost in administration for the coordination review of the permits with the review process. The Proposed Budget increase for Street Opening Licenses is \$6,600 and the increase for Street Opening Permits is \$43,475.

FY25 REVENUE FEE SCHEDULE CHANGE

Administrative & Ordinance Fees

Department: Public Works

Account #	Revenue Description	UOM	Current Fee	FY25 Proposed Fee
<u>Administrative Fees:</u>				
Solid Waste Recycling Program				
10031203-343000	SW Recycling Program 15 Gallon Bags	ea.	\$1.75	\$1.90
10031203-343000	SW Recycling Program 30 Gallon Bags	ea.	\$3.50	\$3.80
Street Openings:				
*City Code Editor's Note Sec 25-157				
24731000-321030	Street Opening Permits	ea.	\$450.00	\$500.00
24731000-321030	Sidewalk Opening Permits	ea.	\$315.00	\$350.00
24731000-321030	Esplanade/Other Permits	ea.	\$225.00	\$250.00
24731000-321030	Combo Permit/Multi Use Permit	ea.	\$450.00	\$500.00
24731000-321030	Block Permit *Block is defined as 350'	ea.	\$350.00	\$400.00
24731000-321030	Paving *Driveway in front of right of way	ea.	\$25.00	\$30.00
<u>Ordinance Fees:</u>				
<u>Street Openings Licenses: Chapter 25-119</u>				
24731000-321020	Street Opening Licenses	ea.	\$800.00	\$950.00
Transport Engineering Street Occupancy Fees: Chapter 25-27(a)(3)				
10031302-321000	Parking Space Permit	ea.	\$32.50	\$35.00
10031302-321000	Sidewalk Closure Permit	ea.	\$27.50	\$32.50
10031302-321000	Single Lane Closure Permit	ea.	\$150.00	\$200.00
10031302-321000	Street Closure Permit	ea.	\$300.00	\$400.00

FY25 REVENUE FEE SCHEDULE CHANGE Ordinance Fee

Department: Sewer Fund (0570)

Ordinance Chapter 24 § 72(c)

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee</u>
570-31-000 344xxx	Sewer User Fees	\$12.75 hcf	\$13.00 hcf

Order 209-23/24 Amendment to Portland City Code Chapters 10, 24, 25, and 28 Re: Various Fee Increases for Fiscal Year 2025 - Sponsored by the Finance Committee, Anna Trevorow, Chair

Various Fee Increases - IMPACT???

kcapron1@maine.rr.com <kcapron1@maine.rr.com>

Thu, May 30, 8:03 PM
(4 days ago)

to publiccomment@portlandmaine.gov

WHY?

- Inspection Sticker
I bet most people thought this was a state fee.
- AES Box Annual Maintenance fee
What is this? Who gets it?
- Sewer User charges|
I though Sewer charges 1) were based on water usage and 2) fall under the domain of the Water District.
- various Street Occupancy fees
Doesn't the City already benefit from the occupancy, so this is just a greedy grab?
- Street Opening License fee
Don't Street Openings happen for the benefit of the City?
Aren't the utility companies avoiding these fees by stringing them above ground?
- Parking Tickets
Would the City be willing to reward those who go long periods without a parking violation?
The City knows they have failed to address parking shortages and yet they charge more for those who come to work and live in our City.

Kenneth A. Capron, ret. CPA, Systems Engineer
1375 Forest Avenue D-11

Portland, ME 04103

207-797-7891

kcapron1@maine.rr.com

maglev@maine.rr.com

[Southern Maine Research Institute]

[SkyWay by MicroRail]

[Hope Harbor]

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

FISCAL YEAR 2024-2025 APPROPRIATION RESOLVE

RESOLVED, that the sum of **\$352,890,205** is hereby appropriated for Fiscal Year 2025 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$154,045,767**, is hereby appropriated for Fiscal Year 2025 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2023 and not exempt from taxation, to the aggregate amount of **\$107,778,835** for municipal purposes and **\$119,402,624** for school purposes for a total tax levy of **\$227,181,459** for Fiscal Year 2025, in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due 30 days after the City's Tax Commitment 2024, and payable in two equal installments, the first due 30 days after the City's Tax Commitment 2024, and the second installment due on the 14th day of March, 2025. The delinquency rate of interest shall be eight and a half percent (8.5%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be four and a half percent (4.5%) per annum

City of Portland, Maine

Finance Committee's Recommended Budget



FY25 Budget

July 1, 2024 – June 30, 2025

**FY2025 BUDGET
FINANCE COMMITTEE'S RECOMMENDATION
CITY OF PORTLAND, MAINE**

TABLE OF CONTENTS

	Page
EXPENDITURE SUMMARY COMPARISON BY DEPARTMENT	1
REVENUE SUMMARY COMPARISON BY CATEGORY	3
TAX RATE COMPUTATION	4
NON-TAX REVENUE BY DEPARMENT	5
EXPENDITURE CATEGORY SUMMARY	6
STAFFING FTE CHANGE SUMMARY	7

CITY OF PORTLAND, MAINE
FY2025 BUDGET SUMMARY--EXPENDITURES
Finance Committee's Recommendation

		FY24 Budget	FY25 CM Recomm.	FY25 Fin Comm Recomm.	FC Changes	\$+/-	%+/-
GENERAL FUND EXPENDITURES							
100-11	City Council	\$ 532,220	\$ 495,202	\$ 495,202	\$ -	\$ (37,018)	-7.0%
100-12	City Clerk	1,280,708	1,086,842	811,842	(275,000)	(468,866)	-36.6%
100-13	Executive	1,503,780	1,496,731	1,496,731	-	(7,049)	-0.5%
100-14	Assessor	547,107	644,687	644,687	-	97,580	17.8%
100-15	Finance	2,216,858	2,386,226	2,386,226	-	169,368	7.6%
100-16	Legal	1,120,002	1,166,929	1,166,929	-	46,927	4.2%
100-17	Human Resources	1,448,381	1,614,127	1,614,127	-	165,746	11.4%
100-18	Parking	2,481,173	2,625,452	2,625,452	-	144,279	5.8%
100-19	Housing & Economic Development	1,797,137	1,776,866	1,776,866	-	(20,271)	-1.1%
100-21	Police	18,202,786	19,789,900	19,789,900	-	1,587,114	8.7%
100-22	Fire	20,272,562	21,829,643	21,829,643	-	1,557,081	7.7%
100-23	Dispatch Services	3,694,113	3,804,750	3,804,750	-	110,637	3.0%
100-24	Planning & Urban Development	1,899,211	1,738,786	1,738,786	-	(160,425)	-8.4%
100-25	Permitting & Inspections	2,784,278	2,949,833	2,949,833	-	165,555	5.9%
100-29	Information Technology	3,212,243	3,419,321	3,419,321	-	207,078	6.4%
100-31	Public Works	17,075,683	18,487,119	18,487,119	-	1,411,436	8.3%
100-33	Parks, Recreation & Facilities	11,427,576	12,517,872	12,573,872	56,000	1,146,296	10.0%
100-35	Public Buildings & Waterfront	6,401,080	7,645,016	7,645,016	-	1,243,936	19.4%
100-441	HHS Administration	539,378	646,585	646,585	-	107,207	19.9%
100-442	Public Health	2,988,798	3,892,451	3,892,451	-	903,653	30.2%
100-443	Social Services	36,827,723	32,758,139	32,758,139	-	(4,069,584)	-11.1%
107-444	Barron Center	15,258,453	15,990,597	15,990,597	-	732,144	4.8%
100-44	Health & Human Services	55,614,352	53,287,772	53,287,772	-	(2,326,580)	-4.2%
100-47	Debt Service	54,596,478	60,312,600	60,312,600	-	5,716,122	10.5%
100-48	Public Library	4,528,618	4,755,049	4,755,049	-	226,431	5.0%
100-51	Pension	10,911,142	11,471,999	11,471,999	-	560,857	5.1%
100-52	Employee Benefits	23,680,484	26,558,532	26,558,532	-	2,878,048	12.2%
100-61	Contingency	250,000	250,000	250,000	-	0	0.0%
100-62	Liability Insurance	971,678	1,190,750	1,190,750	-	219,072	22.5%
100-65	Memberships & Contributions	554,938	617,844	617,844	-	62,906	11.3%
100-67	Wage Adjustment	419,467	1,082,547	1,082,547	-	663,080	158.1%
Total General Fund Expenditures		249,424,055	265,002,395	264,783,395	(219,000)	15,359,340	6.2%
100-63	County Tax Assessment	9,206,423	9,175,647	8,414,304	(761,343)	(792,119)	-8.6%
100-65	Metro Assessment	3,242,830	3,092,221	3,092,221	-	(150,609)	-4.6%
Total General Fund and Assessments		\$ 261,873,308	\$ 277,270,263	\$ 276,289,920	\$ (980,343)	\$ 14,416,612	5.5%

CITY OF PORTLAND, MAINE
FY2025 BUDGET SUMMARY--EXPENDITURES
Finance Committee's Recommendation

		FY24 Budget	FY25 CM Recomm.	FY25 Fin Comm Recomm.	Changes	\$+/-	%+/-
ENTERPRISE FUND EXPENDITURES							
530-35	Fish Pier	421,638	417,706	417,706	-	(3,932)	-0.9%
570	Sewer	32,626,957	33,740,031	33,740,031	-	1,113,074	3.4%
571	Stormwater	6,599,914	7,511,058	7,511,058	-	911,144	13.8%
583-28	Jetport	31,819,966	34,931,490	34,931,490	-	3,111,524	9.8%
Total Enterprise Fund Expenditures		\$ 71,468,475	\$ 76,600,285	\$ 76,600,285	\$ -	\$ 5,131,810	7.2%
TOTAL CITY EXPENDITURES		\$ 333,341,783	\$ 353,870,548	\$ 352,890,205	\$ (980,343)	\$ 19,548,422	5.9%

		FY24 School Budget	FY25 Board of Education Recomm.	FY25 City Council Recomm.	FC Changes	\$+/-	%+/-
SCHOOL DEPARTMENT EXPENDITURES							
	Public Schools	\$ 144,594,517	\$ 154,045,767	\$ 154,045,767	\$ -	\$ 9,451,250	6.5%

TOTAL CITY AND SCHOOL EXPENDITURES		\$ 477,936,300	\$ 507,916,315	\$ 506,935,972	\$ (980,343)	\$ 28,999,672	6.1%
---	--	-----------------------	-----------------------	-----------------------	---------------------	----------------------	-------------

CITY OF PORTLAND, MAINE
FY2025 BUDGET SUMMARY--REVENUE
Finance Committee's Recommendation

	FY24 Budget	FY25 CM Recomm.	FY25 Fin Comm Recomm.	FC Changes	\$+/-	%+/-
CITY GENERAL FUND REVENUE						
31 Property Taxes	\$ 103,559,653	\$ 109,759,178	\$ 107,778,835	\$ (1,980,343)	\$ 4,219,182	4.1%
31 Other Local Taxes	5,588,477	2,320,022	2,320,022	-	(3,268,455)	-58.5%
32 Licenses & Permits	7,285,573	7,430,794	7,430,794	-	145,221	2.0%
33 Intergovernmental Revenue	40,700,479	38,137,410	33,937,410	(4,200,000)	(6,763,069)	-16.6%
34 Charges for Services	40,723,175	43,475,199	43,475,199	-	2,752,024	6.8%
35 Fines, Forfeits and Penalties	2,085,204	2,396,804	2,396,804	-	311,600	14.9%
36 Use of Money and Property	13,056,181	17,230,269	17,230,269	-	4,174,088	32.0%
39 Other Sources	48,113,223	56,520,587	57,520,587	1,000,000	9,407,364	19.6%
Surplus Use	761,343	-	4,200,000	4,200,000	3,438,657	
Total General Fund Revenue	\$ 261,873,308	\$ 277,270,263	\$ 276,289,920	\$ (980,343)	\$ 14,416,612	5.5%

ENTERPRISE FUND REVENUE

31 Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
32 Licenses & Permits	7,200	7,200	7,200	-	-	0.0%
33 Intergovernmental Revenue	2,577,283	123,200	123,200	-	(2,454,083)	-95.2%
34 Charges for Services	39,552,717	40,189,434	40,189,434	-	636,717	1.6%
36 Use of Money and Property	29,145,565	34,662,302	34,662,302	-	5,516,737	18.9%
39 Other Sources	520,821	537,760	537,760	-	16,939	3.3%
Surplus	(335,111)	1,080,389	1,080,389	-	1,415,500	-422.4%
Total Enterprise Fund Revenue	\$ 71,468,475	\$ 76,600,285	\$ 76,600,285	\$ -	\$ 5,131,810	7.2%

	FY24 School Budget	FY25 Board of Education Recomm.	FY25 Finance Recomm.	Changes	\$+/-	%+/-
SCHOOL DEPARTMENT REVENUE						
Property Taxes	\$ 110,850,008	\$ 119,402,624	\$ 119,402,624	\$ -	\$ 8,552,616	7.7%
Local Revenues	5,183,568	6,015,010	6,015,010	-	831,442	16.0%
State Subsidy	24,660,662	23,945,353	23,945,353	-	(715,309)	-2.9%
Surplus Use	3,900,279	4,682,780	4,682,780	-	782,501	20.1%
Total School Department Revenue	\$ 144,594,517	\$ 154,045,767	\$ 154,045,767	\$ -	\$ 9,451,250	6.5%

TAX RATE COMPUTATION--FY2025
Finance Committee's Recommendation

	General Fund	County Tax	City General Fund	Enterprise Funds	TOTAL CITY	School Dept	GRAND TOTAL
Total Expenditures	\$267,875,616	\$8,414,304	\$276,289,920	\$76,600,285	\$352,890,205	\$154,045,767	\$506,935,972
Less: Revenues	(164,311,085)	-	(164,311,085)	(75,519,896)	(239,830,981)	(29,960,363)	(269,791,344)
Surplus	(4,200,000)	-	(4,200,000)	(1,080,389)	(5,280,389)	(4,682,780)	(9,963,169)
Tax Levy	\$99,364,531	\$8,414,304	\$107,778,835	-	\$107,778,835	\$119,402,624	\$227,181,459
Valuation	15,029,000,000				47.4%	52.6%	100.0%
Tax Rate:							
FY25	\$6.61	\$0.56	\$7.17	\$0.00	\$7.17	\$7.94	\$15.12
FY24	\$6.34	\$0.62	\$6.96	\$0.00	\$6.96	\$7.45	\$14.41
\$ Increase	0.27	(0.06)	0.21	-	0.21	0.49	0.71
% of Total Increase	3.9%	-0.9%	3.0%	0.0%	3.0%	6.6%	4.9%

CITY OF PORTLAND, MAINE

FY2025 Non-Tax Revenue

Excludes Taxes & Surplus

Finance Committee's Recommendation

Department	FY23 Collected	FY24 Est (budget)	FY24 Proj	FY25 Est (budget)	FY25 Est vs FY24 Est (budget)	%
General Fund Revenues:						
City Council	\$5,000	\$55,000	\$5,000	\$5,000	(\$50,000)	-90.9%
City Clerk	220,818	178,383	227,361	239,809	61,426	34.4%
Executive	943,235	1,011,867	923,677	1,009,234	(2,633)	-0.3%
Assessor	1,784	500	1,000	1,000	500	100.0%
Finance	31,315,218	29,980,688	29,409,917	33,449,584	3,468,896	11.6%
Legal	195,553	233,537	261,037	233,750	213	0.1%
Human Resources	56,388	71,420	71,420	86,088	14,668	20.5%
Parking	10,973,378	10,367,220	10,983,650	11,390,861	1,023,641	9.9%
Housing & Economic Dev	880,353	1,697,137	1,429,271	1,676,866	(20,271)	-1.2%
Police	2,311,946	2,141,946	2,465,904	2,463,329	321,383	15.0%
Fire	5,618,091	5,716,754	5,702,949	6,295,867	579,113	10.1%
Dispatch Services	1,210,446	1,791,996	1,791,996	1,791,996	-	0.0%
Planning & Development	1,069,338	855,350	746,200	685,850	(169,500)	-19.8%
Permitting & Inspections	7,783,355	5,512,512	5,680,000	5,639,613	127,101	2.3%
Information Technology	288,274	380,407	380,407	412,663	32,256	8.5%
Public Works	6,798,480	6,215,651	6,602,271	6,795,344	579,693	9.3%
Parks, Rec & Facilities	8,204,085	8,155,210	8,540,065	8,868,401	713,191	8.7%
Public Bldgs & Waterfront	3,296,643	4,061,084	4,178,444	5,513,547	1,452,463	35.8%
HHS--Administration	-	-	-	-	-	-
HHS--Public Health	1,798,282	1,884,824	1,913,812	2,738,989	854,165	45.3%
HHS--Social Services	38,685,464	28,312,611	33,947,347	22,688,516	(5,624,095)	-19.9%
HHS--Barron Center	18,174,042	19,100,566	16,108,868	20,485,155	1,384,589	7.2%
Debt Service Reimb.	27,137,361	27,316,928	29,481,968	33,186,239	5,869,311	21.5%
Employee Benefits	6,961,216	8,083,301	6,507,318	8,178,058	94,757	1.2%
Insurance	198,291	237,377	240,125	276,552	39,175	16.5%
Memberships / Other	392,003	563,566	563,566	563,566	-	0.0%
Wage Adjustment	-	-	-	27,186	27,186	#DIV/0!
Total General Fund:	\$174,519,044	\$163,925,835	\$168,163,573	\$174,703,063	\$10,777,228	6.6%
Enterprise Funds Revenue:						
Fish Pier Authority	718,717	676,628	716,628	714,008	37,380	5.5%
Sewer	29,849,319	31,192,953	31,629,003	31,760,359	567,406	1.8%
Stormwater	7,942,278	8,114,039	8,295,051	8,114,039	-	0.0%
Jetport	36,480,218	31,819,966	35,354,676	34,931,490	3,111,524	9.8%
Total Enterprise Funds:	\$74,990,532	\$71,803,586	\$75,995,358	\$75,519,896	\$3,716,310	5.2%
Total City Revenue	\$249,509,576	\$235,729,421	244,158,931	\$250,222,959	\$14,493,538	6.1%

FY2025 CITY BUDGET SUMMARY

by category

Finance Committee's Recommendation

	FY24 Approp.	FY25 Proposed	FY25 / FY24 \$ +/-	% +/-	% Of Total
01 Personnel--General Fund	\$100,433,955	111,681,699	\$11,247,744	11.2%	40.4%
--Ent Funds	8,405,324	8,990,079	584,755	7.0%	11.7%
Total	108,839,279	120,671,778	11,832,499	10.9%	34.2%
02+ Contractual--General Fund	93,708,618	89,155,499	(4,553,119)	-4.9%	32.3%
--Ent Funds	35,983,710	38,193,423	2,209,713	6.1%	49.9%
Total	129,692,328	127,348,922	(2,343,406)	-1.8%	36.1%
55+ Supplies--General Fund	7,991,144	9,015,549	1,024,405	12.8%	3.3%
--Ent Funds	1,337,384	1,585,068	247,684	18.5%	2.1%
Total	9,328,528	10,600,617	1,272,089	13.6%	3.0%
63 Utilities--General Fund	4,253,821	5,571,708	1,317,887	31.0%	2.0%
--Ent Funds	1,256,150	1,689,345	433,195	34.5%	2.2%
Total	5,509,971	7,261,053	1,751,082	31.8%	2.1%
70 Capital--General Fund	889,292	552,865	(336,427)	-37.8%	0.2%
--Ent Funds	5,025,520	6,748,000	1,722,480	34.3%	8.8%
Total	5,914,812	7,300,865	1,386,053	23.4%	2.1%
75 Debt Svc--Total GF	54,596,478	60,312,600	5,716,122	10.5%	21.8%
--Ent Funds	13,017,624	14,306,072	1,288,448	9.9%	18.7%
Total	67,614,102	74,618,672	7,004,570	10.4%	21.1%
75 Jetport Rev Bond Debt Svc	4,113,350	3,854,800	(258,550)	-6.3%	5.0%
Jetport Surplus	2,329,413	1,233,498	(1,095,915)	-47.0%	1.6%
Total General Fund	261,873,308	276,289,920	14,416,612	5.5%	100.0%
Total Enterprise Funds	71,468,475	76,600,285	5,131,810	7.2%	100.0%
Total	\$333,341,783	\$352,890,205	\$19,548,422	5.9%	100.0%

City of Portland
Staffing FTE Change
FY25 Finance Committee's Recommendation

Department	FY20	FY21	FY22	FY23	FY24	FY25	+/- Chg
General Fund:							
City Council	-	-	-	-	-	-	-
City Clerk	7.9	7.9	7.9	8.6	8.7	8.3	(0.40)
Executive	9.5	8.5	8.5	10.5	12.5	13.0	0.50
Assessor	5.9	5.7	5.9	5.9	5.9	6.9	1.00
Finance	25.0	24.4	25.0	25.0	25.0	25.6	0.6
Legal	7.0	7.0	8.0	9.0	9.0	9.0	-
Human Resources	10.5	11.3	11.5	12.0	13.60	14.60	1.00
Parking	30.0	29.0	29.2	29.2	29.0	29.0	-
Housing & Economic Dev.	7.0	16.0	16.0	16.8	15.8	14.8	(1.00)
Police	227.0	224.0	189.0	187.0	187.0	190.0	3.00
Fire	226.0	224.0	224.0	226.0	229.0	229.0	-
Dispatch Services	-	-	36.0	36.0	37.0	37.0	-
Planning & Urban Dev.	24.0	17.0	17.0	17.0	17.0	17.0	-
Permitting & Inspections	28.5	30.8	35.0	36.0	40.0	40.0	-
Information Technologies	16.0	16.0	15.8	16.0	19.0	19.1	0.1
Public Works	131.5	122.1	126.5	129.0	129.5	135.5	6.00
Parks & Recreation	141.7	116.4	113.7	126.7	130.4	134.8	4.40
Public Bldgs & Waterfront	24.5	22.0	24.0	24.4	24.6	26.6	2.00
HHS Administration	4.0	4.0	4.0	5.0	5.0	6.0	1.00
Public Health	28.3	32.3	32.8	38.4	36.6	40.6	4.00
Social Services	93.5	94.5	96.2	118.0	163.6	221.8	58.20
Barron Center	246.8	237.6	245.0	244.8	202.2	204.2	2.00
<i>Total HHS:</i>	<i>372.6</i>	<i>368.4</i>	<i>378.0</i>	<i>406.2</i>	<i>407.4</i>	<i>472.6</i>	<i>65.2</i>
General Fund Subtotal:	1,294.6	1,250.5	1,271.0	1,321.3	1,340.4	1,422.8	82.4
Enterprise Funds:							
Sewer Fund	33.0	34.0	34.0	34.0	34.0	34.0	-
Stormwater Fund	10.0	9.0	10.0	10.0	10.0	10.0	-
Jetport Fund	59.0	57.0	57.0	58.0	58.0	60.0	2.0
Enterprise Subtotal:	102.0	100.0	101.0	102.0	102.0	104.0	2.0
Total City Employees:	1,396.6	1,350.5	1,372.0	1,423.3	1,442.4	1,526.8	84.4

City of Portland | Office of the Mayor and City Council

Kate Sykes, Councilor (District 5)



To: Michael Goldman, Corporation Counsel

CC: Mark Dion, Mayor and Members of the City Council, Sarah Moore, Director PPL; Danielle West, City Manager

From: Kate Sykes, Councilor District 5

Date: May 29 2024

Re: Proposed Budget Amendment

Michael,

As the Council's Trustee on the Board of the Portland Public Library, I would like to propose an amendment to the FYY2025 budget to add \$136,851 to the budget appropriation for the addition of 2.5 FTE in the Library's budget. The Library currently has only three open positions and no chronic vacancies. These two and half new positions will fill immediate and significant needs as follows:

1. **Senior Library Associate in Teen at the Downtown Branch (estimated cost \$46,976).** The Teen Department at the Downtown Branch Library is significantly under-resourced. They often serve dozens of teens daily, particularly concentrated after school gets out. It is common for 50-80 teens/hour to visit and use the space during busy times. With only one full-time employee and two part-time employees working in the Teen Department, scheduling is a challenge and burnout has caused turnover. Maine State law dictates that a single teacher (grades 9-12) in schools should not oversee more than 30 students at once. While the library is not strictly a classroom, there are times that the Teen Department's small staff results in one or two employees supervising up to 100 teen patrons in their space. Another part-time employee in the Teen Department will alleviate these pressure points.

The importance of the Teen Department's work can not be understated. They are serving a demographic who have few places to go and are generally underserved throughout our community, many of whom are first- or second-generation New Mainers. The Teen Department provides its patrons access to non-profits, helping teens with domestic and educational needs, facilitates in building community and integrating Portland's diverse citizenry, and provides teens with a safe, monitored, free, third space to occupy.

2. **Senior Library Assistant at the Burbank Branch (estimated cost \$19,875)**—moving from .5 to 1 FTE. This request is a result of the Burbank Branch being severely understaffed for their workload. In 2023 Burbank employees processed 60% more items per FTE than the Downtown branch

(286,774 items to be exact). The work of processing items includes check-ins, check-outs, routing holds, etc. This workload is so overwhelming that there is virtually always at least one staff member managing this process, significantly reducing Burbank staff's ability to concentrate on program development, display creation, and immediate patron needs. Expanding one of Burbank's part-time positions by 20 hours would provide relief to this workflow stress by increasing the number of staff on site throughout the week, better sharing this heavy workload.

3. **Marketing Director (estimated cost \$70,000).** The need for a Marketing Director at Portland Public Library is evident in the many untapped opportunities that could enhance the library's impact and increase funding opportunities beyond property tax revenues. With nearly double the service population of its closest counterpart in Maine, PPL has the potential to strategically connect with its large community, expand its fundraising efforts, improve its services, and increase awareness about its offerings. PPL is actively engaged in a strategic planning process that will make it even more essential to communicate its new vision, direction, and offerings as effectively as possible to the diverse range of constituents served in and around Portland. A Marketing Director will bring focus, big-picture thinking, and planning to how PPL shares information about projects and opportunities system-wide.

Currently, PPL has been asking a Director of Advancement to do what is essentially two jobs by also overseeing the Marketing Department. The Marketing team has been making decisions and working to cover the responsibilities of a Marketing Director without being compensated for it and without having the necessary knowledge or desire to do it. The current Marketing Department staff have expressed burnout and the need for more focussed leadership to guide their efforts. The Library needs someone to lead this team and to help provide the kind of communication that will benefit the community and the library.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**BUDGET AMENDMENT FROM COUNCILOR SYKES RE: FISCAL YEAR
2024-2025 APPROPRIATION RESOLVE – ADDITION OF \$136,851
IN PORTLAND PUBLIC LIBRARY FUNDING**

RESOLVED, that the sum of ~~\$352,890,205~~\$353,027,056 is hereby appropriated for Fiscal Year 2025 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$154,045,767**, is hereby appropriated for Fiscal Year 2025 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2023 and not exempt from taxation, to the aggregate amount of ~~\$107,778,835~~\$107,915,686 for municipal purposes and **\$119,402,624** for school purposes for a total tax levy of ~~\$227,181,459~~\$227,318,310 for Fiscal Year 2025, in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due 30 days after the City's Tax Commitment 2024, and payable in two equal installments, the first due 30 days after the City's Tax Commitment 2024, and the second installment due on the 14th day of March, 2025. The delinquency rate of interest shall be eight and a half percent (8.5%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be four and a half percent (4.5%) per annum

FISCAL IMPACT NOTE

This amendment adds \$136,851 to the FY25 budget and property tax levy, increasing the City Portion of the mill rate from a 3.0% increase to a 3.2% increase, and increasing the overall City wide mill rate from a 4.9% increase to a 5.0% increase. The revised tax rate computation inclusive of the proposed amendment is below.

	General Fund	County Tax	City General Fund	Enterprise Funds	TOTAL CITY	School Dept	GRAND TOTAL
Total Expenditures	\$268,149,318	\$8,414,304	\$276,563,622	\$76,600,285	\$353,163,907	\$154,045,767	\$507,209,674
Less: Revenues	(164,311,085)	-	(164,311,085)	(75,519,896)	(239,830,981)	(29,960,363)	(269,791,344)
Surplus	(4,200,000)	-	(4,200,000)	(1,080,389)	(5,280,389)	(4,682,780)	(9,963,169)
Tax Levy	\$99,638,233	\$8,414,304	\$108,052,537	-	\$108,052,537	\$119,402,624	\$227,455,161
Valuation	15,029,000,000				47.5%	52.5%	100.0%
Tax Rate:							
FY25	\$6.63	\$0.56	\$7.19	\$0.00	\$7.19	\$7.94	\$15.13
FY24	\$6.34	\$0.62	\$6.96	\$0.00	\$6.96	\$7.45	\$14.41
\$ Increase	0.29	(0.06)	0.23	-	0.23	0.49	0.72
% of Total Increase	4.2%	-0.9%	3.3%	0.0%	3.3%	6.6%	5.0%

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 9
RE: FUNDING AMOUNT FOR CLEAN ELECTION FUND
FOR FISCAL YEAR 2024-2025**

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

*1. That Section 9-65 is hereby amended, which said section
read as follows:*

Section 9-65. Fund Administration.

*** * ***

(b) *Sources of Funding.* The following must be deposited in
the fund:

(1) An initial special appropriation in the sum of
\$464,750 for fiscal year 2023-24, to be
deposited by July 1, 2023;

(2) For fiscal year 2024-25, a sum of not less than
\$300,000 shall be included in the Fund.

(3) Each fiscal year after ~~2023-2024~~2024-2025, a sum of
not less than \$290,000 shall be budgeted for and
deposited in the Fund. The City Council shall
appropriate and deposit in the Fund such additional
sums, if any, as may be necessary to ensure the Fund
is sustained at a level that facilitates competitive
campaigns for Certified Candidates who meet qualifying
criteria;

...

BE IT FURTHER ORDERED, that this amendment shall be effective on
July 1, 2024.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$10,000 ANONYMOUS
DONTATION TO THE PORTLAND FIRE DEPARTMENT FOR THE NATIONAL EMS
WEEK FUND**

ORDERED, that a \$10,000 anonymous donation is hereby accepted and that amount appropriated to the Portland Fire Department for the National EMS Appreciation Week Fund.

City of Portland | Fire Department

Keith Gautreau, *Fire Chief*

To: Danielle West, City Manager

From: Keith Gautreau, Fire Chief

Date: June 3, 2024

Re: \$10,000 Anonymous Donation to Portland Fire Department



Every year, the Fire Department strives to hold an appreciation event in May during National Emergency Medical Services (EMS) Appreciation Week for all of the members of the department that provide professionally dedicated service to our community throughout the entire year.

This is the second year in a row the department has received a \$10,000 anonymous donation. This donation is from a resident who was saved from a cardiac event in December of 2021 by EMS providers in the Fire Department. On December 28, 2022, at approximately 3:21 pm, Portland Fire Department (PFD) first responders worked together to respond to and transport a Portland Resident suffering from an emergency medical event. In gratitude for their care and responsiveness, the individual had made a generous donation to the PFD in 2023, and is doing so again in 2024. If approved by the Council, this donation will help support a National EMS Week (May 19-25) celebration in recognition of our City's first responder

Because of this generous donation we were able to show our appreciation this year in the following ways;

- Provided a catered lunch for four straight days to each shift (50 employees) from Anthony's Kitchen and supplemented by BJ's Wholesale.
- Each employee received a \$30 PFD engraved bamboo cutting board with knife included.
- Several raffle prizes that included; Sky Box Tickets to the Sea Dogs, Several gift cards to local businesses, Gas Grill for a station, Coolers, Camping Chairs, 40" Television, etc.

I plan on being present at the June 3rd City Council meeting for the second reading and vote on acceptance of this donation, but please let me know if you would like further details prior to the meeting.

Thank you.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PORTLAND AND LOCAL 740, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

This Memorandum of Agreement ("MOA") is entered into by and between the Negotiating Team of the City of Portland, Maine (the "City Negotiating Team") and the Negotiating Team of Local 740, International Association of Firefighters, AFL-CIO (the "Local 740 Negotiating Team") (collectively, the "Parties").

WHEREAS, the City of Portland the Local 740 are parties to a collective bargaining agreement that expired on December 31, 2023;

WHEREAS, the Parties have engaged in extensive negotiations to come to a tentative agreement regarding the terms of a successor collective bargaining agreement;

NOW THEREFORE, the Parties agree that the terms of the tentative agreement for a successor collective bargaining agreement are as follows:

1. The red-lined collective bargaining agreement attached hereto is hereby incorporated into this MOA and outlines the terms of the Parties' tentative agreement for a successor collective bargaining agreement for the period of January 1, 2024 through December 31, 2026.
2. Notwithstanding Article 27.5.3, the following employees, who were enrolled in paramedic school prior to the Parties' tentative agreement on this article, shall not be required to commit to an assignment on an ambulance after receiving their paramedic licensure:
 - a. Jon Ravanis
 - b. Elena Trottier
3. The Parties agree to impact bargain over Maine's Paid Family Medical Leave Act's contribution requirement once the State of Maine's regulations have been issued.
4. The Parties agree to recommend and advocate adoption of the successor collective bargaining agreement to their respective principals.

LOCAL 740, IAFF, AFL-CIO


By: Casey Bunker, President
Date: 04/22/2024

CITY OF PORTLAND


By: Tom Caiazzo, Chief Negotiator
Date: 4-25-2024

AGREEMENT BETWEEN
CITY OF PORTLAND
AND
LOCAL 740, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO
JANUARY 1, 202~~4~~¹ – DECEMBER 31, 202~~6~~³

TABLE OF CONTENTS

<u>Article #</u>	<u>Title</u>	<u>Page</u>
13	Clothing and Equipment	23-24
35	Copies of Agreement	54
20	Disciplinary Procedure	37-38
4	Earned Paid Leave (EPL)	4-5
7	Duties of Employees	12
19	Grievance Procedure	35-37
23	Holidays	40-41
26	Hours	48
10	Insurance	15-18
36	Labor/Management Committee	54-55
14	Legal Aid and Protection	25-26
27	License Requirements	48-50
5	Management Rights and Departmental Rule	5
33	No Discrimination by Parties	53
6	On the Job Injuries	5-11
18	Other Leave	30-35
24	Overtime	42-44
11	Pensions	18-20
12	Personnel Reductions and Seniority	20-22
31	Physical Fitness	51-52
1	Preamble	3
2	Recognition	3
30	Response Time	51
32	Safety Committee	52-53
25	Salaries	44-48
21	Savings Clause	38
17	Sick Leave	29-30
8	Special Details	12
29	Strikes, Slowdowns, and Lockouts Prohibited	50-51
16	Substitutions	27-29
37	Term	55
28	Time Off While Performing Union Duties	50
34	Training	53-54
9	Transfers	12-15
3	Union Security and Dues Deduction	3-4
15	Unused Sick Leave upon Retirement, Layoff, Resignation, or Death	26-27
22	Vacations	38-40

Appendix B-1, B-2, B-3 and B-4	Classification and Pay Plans
Appendix B-5	Definitions of Employment
Appendix C	Physical Fitness
Appendix D	SRT Support Memorandum
Appendix E	EMS Field Trainer Guidelines
Appendix F	Health Insurance Reserve Account
Appendix G	Retiree Health Savings Account (RHSA)

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 202~~4~~³ by and between the CITY OF PORTLAND, hereinafter the "City", and Local 740, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter the "Union".

1. PREAMBLE:

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

2. RECOGNITION:

- 2.1 The City hereby recognizes that the Union is the sole and exclusive representative of certain employees of the Fire Department (hereinafter "employees") for the purpose of bargaining with respect to wages, hours of work, and working conditions. The Union shall have the right to participate in all disputes over the interpretation and application of this Agreement, and the results of any grievance of an employee who is not represented by the Union during that grievance shall be non-precedent setting.
- 2.2 The job classifications comprising this Unit are as follows: Firefighters, Lieutenants, and Captains.
- 2.3 Temporary employees and employees who have served less than six months are excluded from the Unit.

3. UNION SECURITY AND DUES DEDUCTION:

- 3.1 Employees not in the Union as of the execution date shall have 10 days after execution, and new hires shall have 10 days after completion of the probationary period within which to join the Union. The relationship between employees who choose not to join the Union and the Union shall be governed by the Union's bylaws, including representation services and any associated fees.
- 3.2 The City shall deduct Union dues in the amount as determined by the Union membership pursuant to its Constitution and By-Laws upon receipt of authorization ~~of~~ from employees, who shall sign deduction cards in a form acceptable to the City. This deduction from each member shall be made on a weekly basis. The City has no obligation to pay the Union any dues payment

for an employee if the employee has not signed said authorization card.

- 3.3 The City shall forward to the Secretary-Treasurer of the Union such deductions each month following the month of deductions.
- 3.4 In the event of a change in the amount of dues voted by the Union membership during the term of this Agreement, the Treasurer of the Union shall notify the Director of Human Resources in writing. After receipt of the same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms. The City shall commence said deduction change within thirty (30) days after receiving written notification from the Union.
- 3.5 The City further agrees to make deductions from employee's paychecks for programs provided in Article 10, Insurance, upon the employee's written authorization to make such deductions.
- 3.6 The Union shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this article; said indemnification to include all costs and attorney's fees resulting from any such claims or suits. Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the Union to become or remain members of the Union.

4. EARNED PAID LEAVE (EPL)

- 4.1 The first forty (40) hours of paid leave taken in any calendar year, whether taken as vacation or sick leave, will be considered Earned Paid Leave pursuant to 26 M.R.S. Sec. 637 and shall be subject to the City's personnel policies regarding Earned Paid Leave.

5. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:

- 5.1 The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The City may adopt rules for the operation of the Department and the conduct of employees, provided such rules do not conflict with any provisions of this Agreement. The City shall give not less than ten (10) days' notice to the Union in advance of the effective date of any changes in such rules. Such notification shall be in writing. All rules and regulations of the Department in effect as of the date of execution of this Agreement are incorporated into and form a part of this Agreement. In no case shall the City, without prior negotiation with

the Union, change or add to these rules and regulations, if such changes or additions relate primarily to working conditions. With respect to any disputes pertaining to changes in primarily working conditions rules and regulations, the parties agree that past practice shall be applicable in resolving any such issues. The City may change or add to the rules and regulations if such changes or additions relate to matters which are not working conditions. In such matters, the Union may negotiate over the impact of such changes upon written notice from the Union.

6. ON THE JOB INJURIES:

- 6.1 Employees who are injured on the job while performing, and as a result of extra-hazardous duties shall receive in addition to compensation paid or payable under the Workers' Compensation Act an amount sufficient to bring them up to full salary while any incapacity exists or until the employee is placed on disability retirement, returned to active duty, or ~~the employees/he~~ resigns or is terminated for just cause. Notwithstanding the foregoing, full extra-hazardous pay shall be paid no more than three (3) years from the date of injury.
 - 6.1.1 Full salary is defined as the employee's base weekly pay plus holiday pay in weeks during which holiday pay would normally be paid.
- 6.2 The so-called extra-hazardous duties include, but are not necessarily limited to, responding to a call, portal to portal, engaging in simulated fire fighting at drill school, engaging in simulated or actual dive team and diving activities, demonstrating equipment while simulating actual fire fighting, other similar authorized activities which expose an employee to extra-hazardous simulated fire fighting conditions which contribute to an injury, and clearing of hydrants when the injury is attributable to extra-hazardous conditions, but in such cases decisions shall be grievable but not arbitrable. Payments under this section shall not be charged to accumulated sick leave.
 - 6.2.1 In the event that any employee has or claims a work related injury or disability, the City shall insure that the employee continues to receive a full weekly salary check without interruption, while the City conducts such investigation as the City or its agents deem necessary to determine if the claimed injury or disability is work-related and whether or not it entitles the employee to extra hazardous duty pay, unless otherwise notified in writing by the employee that he does not wish to receive such full salary check.
 - 6.2.2 The employee shall be temporarily charged sick leave or, if unavailable, vacation leave, while such payments continue. Such full

weekly salary payments shall continue until whichever of the following events occurs first:

- 6.2.2.1 The employee returns to work;
 - 6.2.2.2 All accumulated sick leave and vacation leave is used up;
 - 6.2.2.3 A final determination is made by the Workers' Compensation Commission (in the case of workers' compensation benefits) or by a grievance or arbitration panel (in the case of extra-hazardous duty entitlement);
 - 6.2.2.4 The employee commences to receive workers' compensation wage benefits and, if entitled, extra-hazardous pay; or
 - 6.2.2.5 The employee elects to stop receiving a full salary check by notifying the City of such election.
- 6.3 In the case of an employee who does not have sufficient sick leave or vacation leave credited, the City shall nevertheless continue such full salary payments until the City notifies the employee, in writing, of its initial determination regarding work-relatedness and extra-hazardous duty entitlement. Payments to such employee shall be charged against future sick leave or vacation leave as it is earned.
- 6.4 If the injury or disability is determined to be work-related and/or results in entitlement to extra-hazardous duty pay, the City shall promptly (and in any case, within seven (7) days of such determination) pay to the employee any workers' compensation or extra-hazardous duty benefits to which the employee may be entitled and for which the employee has not been paid.
- 6.4.1 Notwithstanding the foregoing, employees shall not be entitled to double payment of both sick and/or vacation leave and workers' compensation, whether an extra-hazardous injury or not. In the event that an injury is deemed to be compensable, all payments previously made shall be credited toward workers' compensation and, if applicable, extra-hazardous payment owed. Time reimbursed shall be re-credited to the employee's sick and/or vacation leave account in the reverse order of deduction.
- 6.5 If the injury or disability is finally determined to be non-occupational, the employee shall be charged sick leave or vacation leave for the period of time during which the employee's full weekly salary was received. Payments to

such employee shall be charged against future sick or vacation leave as it is earned.

6.6 All payments specified in this Article shall be paid to the employee by electronic direct deposit.

6.7 Employees receiving Workers' Compensation benefits, whether an extra-hazardous injury or not, shall continue to accrue sick leave benefits during their first twelve month period of incapacity. Employees shall receive payment for holidays during the first twelve months of their incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case shall they receive double payment for vacation time. Vacation entitlement during Workers' Compensation leave will continue into the second calendar year of the leave based on the date of injury; there will be no vacation entitlement after the second calendar year.

6.8 Transitional Work

6.8.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the positions they held at the time of their injury. To that end, the City has defined specific work assignments or "Transitional Work" that will be made available to those injured workers who, in the City's judgment based upon medical evidence, will probably be able to return to Regular Work within three years of date of injury. Affected employees on "transitional work" may be required to work a schedule ~~within the Fire Department~~ different than the traditional schedule delineated in Article 26 –Hours, not to exceed ten (10) hours per day and five (5) days per week. Such hours of transitional work shall be between 6:00 a.m. and midnight, as determined by the Chief or ~~their~~his/her designee. The employee may "flex" hours during this schedule to comport with any approved personal circumstances of that individual and/or in accordance with the employee's treating physician's written recommendations.

6.8.1.1 "Transitional Work" is defined as a temporary job assignment created for the purpose of this provision or a regular job assignment that has been modified to eliminate or significantly limit one or more of its essential functions temporarily for the purpose of this provision. Employees will first be assigned transitional work within the Fire Department, if available. Employees may choose to engage in transitional work made available by the City in any other City department in a position for which they are qualified.

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

6.8.2 Eligibility

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

6.8.3 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to 90 days in that assignment. The employee will be medically evaluated during this 90 day period at intervals specified by the employee's treating physician and/or as requested by the City. If by the end of the 90 day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three years from the initial date of injury. This process may be repeated until the end of the three-year period following the date of injury.

If, during the course of the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three (3) years of the date of injury, the Transitional Work may be terminated. Such employees retain any rights they may have under [39-A M.R.S.A. Sec. 217](#) with regard to employment rehabilitation. Termination of Transitional Work does not affect the employee's eligibility for extra-hazardous benefits outlined in 6.1 providing that the employee remains eligible to receive workers compensation payments for lost wages for the full three years from the date of injury.

6.8.4 Re-Employment within Three Years of Date of Injury

- 6.8.4.1 If an employee becomes capable of performing the essential functions of the job classification held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level ~~the employee~~he/she would have received if the injury had not occurred.
- 6.8.4.2 If, in the City's judgment based upon medical evidence, the employee cannot return to the job classification held on the date of injury within three (3) years of date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower rank within the bargaining unit.
- 6.8.4.3 Upon a determination of capability to work, the employee will provide the City with ~~their~~his/her current medical restrictions and the positions ~~the employee~~he/she wishes to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, the City will seek to return the employee to the Fire Department unless no suitable position exists within the department. Pay and benefits shall be determined by the City under the appropriate bargaining agreement, applicable State law and with the concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's Non-Union Personnel Policy will determine pay and benefits.
- 6.8.4.4 The employee's unused vacation will be paid out at the time of transfer from the Fire Department and the employee will be given the opportunity to use compensatory time earned in the Fire Department prior to the transfer. Certain benefits will be converted, such as the employee's sick leave balance. Other benefits will be maintained as long as the employee meets the eligibility requirements. Benefits specific to this bargaining unit will cease upon transfer.
- 6.8.4.5 The acceptance or refusal of appointment to a position

other than the position held on the date of injury shall not terminate the employee's right to seek re-appointment to the position held on the date of injury.

6.9 The City shall make an initial determination of work-relatedness and entitlement to extra-hazardous duty pay within fourteen (14) days of receipt of notice or knowledge of said injury or claim, and shall notify the employee in writing of its initial determination within that time.

6.10 Effective January 1, 2004 employees out on Workers' Compensation, whether an extra-hazardous injury or not, must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System (MainePERS). If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until all contributions are paid.

6.10.1 Retirement service credit will be provided only for time for which pension contributions have been made.

6.11 Termination

6.11.1 In those cases in which an employee has been unable to perform the essential functions of ~~their~~^{his/her} Regular Work for three (3) years from the date of injury or the onset of a disability related to occupational disease, the employee may be terminated from employment. The termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and, at the same time, will be requested to provide a current medical report which assesses ~~the employee's~~^{his/her} ability to return to Regular Work within the ninety (90) day period. Such notification shall be sent via Certified Mail and a copy will be provided to the Union President.

6.11.2 Notwithstanding Section 6.11.1, in those cases where an employee is unable to perform regular Work and health care professionals determine, at any point during the three (3) year period following date of injury, that the employee will be unable to return to regular Work during the three (3) year period, the employee may be terminated on or after two (2) years following the date of injury. This termination is non-disciplinary and the employee will receive a 90-day notification.

6.11.2.1 In the event the City exercises its right to terminate as described above prior to three (3) years from the date of injury, and providing the employee becomes capable of returning to Regular Work prior to the three (3) year date, the employee will be returned to work at the contractual rate of pay for the position or the same rate of pay as they were receiving at the time of termination, whichever is greater.

6.11.~~32~~ If the employee elects to resign, or is covered by disability retirement, or decides to work in another position within the City and subsequently is determined to be able to return to active fire service the Chief, upon written notification and receipt of written medical evidence, shall allow the employee to fill the first available position. The City reserves the right to require the employee to be examined and determined to be able to perform the required responsibilities. No credit service shall be allowed for this period unless otherwise provided by State statute. Upon return to active service, the employee shall receive the benefits of the existing collective bargaining agreement. Previous credit for time in service shall be reinstated provided the employee buys back the required pension contribution, if cashed-in by the employee, and the City shall not be under any obligations to pay any cost related to the pension buy-back.

6.11.~~43~~ If unable to return to Regular Work by the date specified in the 90-day notification listed in 6.11.1 or the time period listed in 6.11.2, and providing ~~the~~-up-dated medical evaluation indicates a work capacity, the employee will provide the City with ~~their~~~~his~~/he current medical restrictions and the positions ~~they~~~~he~~/she wished to be considered for as an alternative to termination. The provisions of 6.8.4 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

6.11.~~43~~.1 The employee and the Union may request a meeting with the City Manager to consult over the employee's placement in an assignment that is outside of the Fire Department.

6.12 Notwithstanding the above, all parties reserve their rights under the Workers' Compensation Statute, and other applicable Federal or State law ~~including 5 M.S.R.A.~~ Any interpretation of application of the Workers' Compensation Act shall be determined by the Workers' Compensation Board

and shall not be subject to the contractual grievance/arbitration procedure as outlined in Article 19 of this Agreement.

6.13 In addition to any other benefit which may be available, the City agrees to pay \$15,000 for funeral and incidental expenses to the primary beneficiary of an employee killed in the line of duty.

7. DUTIES OF EMPLOYEES:

- 7.1 Employees shall not be detailed to other Departments of the City except in case of extreme emergency affecting the health, safety, and welfare of the City or when assigned a transitional work assignment in accordance with Section 6.8 of this Agreement. The City shall maintain and make available to employees, upon request, current job descriptions of the duties of each employee classification in the Fire Department. However, nothing herein shall be construed as diminishing the current duties of employees (except that employees shall not be required to undertake major maintenance, construction, or repair of Departmental property), or as limiting duties to those consistent with prior practices.
- 7.2 Employees shall not be required to wash or paint apparatus room ceilings or wash any ceiling over fifteen (15) feet from vertical height, floor to ceiling.

8. SPECIAL DETAILS:

- 8.1 Special details are defined as those assignments with respect to which the Department is reimbursed for providing services. Recipients are entitled to request an employee with a special license or trained in a specialty skill set. Persons eligible for special details will depend on the needs of the recipient.
- 8.2 Employees assigned to non-City or non-school (Portland) special details shall be paid by the City for actual hours worked at a flat rate of fifty-two (\$520.00) per hour or said employee's overtime rate, whichever is greater. Such details that qualify shall be for a minimum of three (3) hours. Events held by non-City or non-school entities on City property (e.g. Merrill Auditorium, Fitzpatrick Stadium) will be billed under this Section.
- 8.3 For special detail assignments where the Department is reimbursed directly by any City of Portland Department or the Portland School Department, employees shall receive their overtime rate. Such details that qualify shall be for a minimum of three (3) hours.

9. TRANSFERS:

- 9.1 There is a bid system for permitting qualified Lieutenants and Firefighters to transfer to permanent vacancies within the Department based upon seniority and qualifications as outlined for specialty companies by labor/management agreement. The seniority for Lieutenants is based on their seniority in rank. The bid system will be used for all transfers except in situations affecting the safe and necessary operation of the Department and those personal problem situations that cannot be solved by any other means. Employees hired after [Insert Ratification Date] with less than ~~six~~four (64) years of seniority will not be eligible to bid. Notwithstanding, lateral transfers with at least three (3) years of experience in another department will be eligible to bid after four (4) years of seniority with the Department. Employees hired on or before [Insert Ratification Date] with less than four (4) years of seniority will not be eligible to bid. ~~and the seniority for Lieutenants is based on their seniority in rank.~~ A permanent vacancy is defined as a permanent budgeted position which the Chief is authorized by the City Manager to fill.
- 9.2 Where a position is bid based in part on qualifications, the Chief of the Department reserves the right to determine position qualifications which shall not be arbitrary or capricious. Position related qualifications shall be listed and available to all members.
- 9.2.1 Marine, Heavy Rescue, Air Rescue and Car ~~39~~ will be considered specialty positions.
- 9.2.2 Officers will be selected for specialty positions based on an interview process.
- 9.2.3 Firefighters bidding specialty companies will have preference based on qualifications first, then seniority.
- 9.2.3.1 Qualifications mean that the Firefighter meets the minimum requirements for the spot, at the time of the bid.
- 9.3 A Dual Company is defined as a fire suppression unit and an ambulance combined to form a single company where the expectation is that cross trained Fire and Emergency Medical Service personnel assigned will do regular rotations on each piece of apparatus. For purposes of this article the officer of a dual company will not be counted in the rotation. It will be the officer in charge of the dual company's responsibility to ensure a fair rotation of personnel.
- 9.3.1 All ambulances will be permanently staffed. If the ambulance position remains unfilled by bid or letter, the next available paramedic, by

seniority will be used to fill the position. Exceptions and transfers can be made to balance the dual companies per shift.

9.3.1.1 For the purpose of balancing the shifts, members may be moved from the fire apparatus of a dual company to an ambulance on another shift to maintain a balance of two (2) dual companies per shift.

9.3.2 There will always be two Dual Role companies at a minimum per shift. The companies that are designated as Dual Role may change depending on staffing considerations and bid results.

9.3.2.1 In the event that an ambulance or a position on one of the two mandated Dual Companies per platoon becomes vacant and remains unfilled by bid, the next available (non-officer) junior medic not in an Ambulance or Dual Role position will be transferred to the vacancy.

9.3.2.2 The dual role positions will be labeled as Dual Role Medic, Fire Apparatus/Medcu (i.e. L3/MC3). Dual role does not refer to the officer of the fire apparatus, nor the 2nd firefighter.

9.3.2.3 Members will not be forced to vacate their bid positions to make room for a dual company, those openings will be created by normally occurring vacancies.

9.3.3 If two (2) AEMT's bid into dual company positions and request to participate in this program, they will have the same expectation of rotation within license level and be eligible to receive the dual company associated stipend as defined in Article 25.

~~Dual company locations are established through the bid system, as the first two (2) companies to declare per shift, and will permanently remain as dual companies. Labor/management may agree to relocate them due to a bid.~~

~~9.3.3 Dual companies will be responsible to cover the ambulance staffing within the station.~~

~~9.3.4 When overtime is required for staffing, Dual Company Medics (DCM) will be covered by a paramedic when available on the overtime list.~~

~~9.3.4.1 If no paramedic is available on the overtime list, they may be backfilled by any license.~~

~~9.2.4.2 Members accepting overtime on a dual company will be subject~~

~~to the rotation.~~

~~9.3.5 If two (2) AEMT's bid into dual company positions and request to participate in this program, they will have the same expectation of rotation within license level and be eligible to receive the dual company associated stipend as defined in Article 25.~~

- 9.4 Permanent vacancies will be filled using the bid system. Bids will be posted within thirty (30) days, and take place within forty-five (45) days of the vacancy.
- 9.5 The Fire Chief will give the President of the Union no less than ten (10) calendar days advance notification of bidding. The Department will maintain a running list of all vacancies to be bid. The Department will make a reasonable effort to notify employees who are on vacation of the scheduled bidding, but failure by an employee to receive notice shall not affect the validity of the bidding once it has occurred. Bids may be accepted by telephone on the day of the bid. Emails or letter specific bids must be submitted twenty-four (24) hours prior to the bid date.
- 9.6 In the event of a Captain's vacancy, the Chief or ~~their~~his/her designee will post the vacancy to existing Captains. All Captains interested in the vacant position or positions that might become available due to voluntary transfers will submit letters of interest. The Chief will consider all transfer requests and assign the open position and any other positions that become vacant to the employee(s) who the Chiefhe/she deems to most efficiently meet the needs of the department. The Chief retains the right to deny the transfer of Office Captain positions if the position has been held for less than two (2) years. The Chief agrees to meet with union leadership upon request after making final Captain placement decisions.
- 9.7 No employee will be transferred for disciplinary, arbitrary or capricious reasons. Employees involuntarily transferred to another shift by management will receive their vacation picks according to ~~the employee's~~his/her pick(s) in ~~their~~his/her previous shift as well as compensatory time off. Individuals transferred shall, upon written request, be provided with a written explanation for the involuntary transfer.
- 9.8 Employees who voluntarily transfer to a permanent vacancy on another shift under this Article, shall be allowed to transfer any remaining vacation time by picking from the available vacation blocks ~~that do not require a 6th column~~.
- 9.9 Mutual transfers between equally qualified employees will be allowed provided all parties including the Chief of Department, deputy chiefs and respective officers are in accord and neither of the positions will be a probable vacancy

within a year. Denial shall be neither arbitrary nor capricious. Neither person may participate in future bidding for one (1) year. Mutual transfers between employees on the same shift may be granted when requested. Mutual transfers between employees outside their respective shifts will result in having to "float" their remaining vacation blocks.

9.10 When a qualified employee is to be transferred to another vacancy for their work shift, every attempt will be made to provide advance notice of details of said transfer prior to 0700 hours. If the transferred employee is notified after 0700 hours or the transfer happens during the actual shift, the Department shall provide transportation or mileage reimbursement to and from the transferred duty station to said employee.

9.11 In the event of a long-term vacancy, the position shall be open for temporary bid by a letter from members on the same platoon.

9.11.1 A long-term vacancy is defined as, "A non-permanent vacancy being scheduled for three (3) consecutive months or more".

9.11.2 In the event of a long-term vacancy in a specialty position, the position may be open for temporary bid to members from all platoons after having been opened for temporary bid from members of the same platoon.

10. INSURANCE:

10.1 Life Insurance

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

10.1.2 The City reserves the right to obtain benefits equal to or better than the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

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

10.2 Medical Insurance

10.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third-party administrator. Changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design. The City reserves the right to implement additional changes to this primary plan that are recommended by the Labor/Management Health Advisory Committee on which IAFF Local 740 has representation.

10.2.1.1 The City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and an eight hundred dollar (\$800) deductible for the family plan per year.

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

~~10.2.2 For employees who are hired into a permanent position prior to June 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscription as appropriate per employee as outlined in subsection 10.2.4 below.~~

10.2.23 ~~For employees who are hired into a permanent position on or after June 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and~~ The City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and elects to have said family medical insurance coverage. The City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually the employee will have the opportunity to earn up to a 15% premium credit by meeting the five (5) requirements of the City's wellness program, with 3% attributed to each requirement.

10.2.34 The City will pay, or share in the payment of, whichever is applicable, only the subscription level to which an employee is entitled by virtue of the number of people he may insure. However, employees who are members of the same family and eligible for coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscriptions shall be on the same terms and conditions as specified in subsections 10.2.1 - 10.2.23 above.

10.2.54 The City reserves the right to obtain from another source, or

17

provide through self--insurance, health benefits and claims service which are equal to or better than those provided as of January 2017. The City will provide the Union with thirty (30) days prior notice of any change in thereafter within which to comment on such change.

10.2.65 The City shall begin payment on health insurance premiums on the first of the month following the employee's date of hire.

~~10.2.76 In addition to any other benefit which may be available, the City agrees to pay \$15,000 for funeral and incidental expenses to the primary beneficiary of the employee killed in the line of duty.~~

10.2.86 Notwithstanding the above the City and IAFF 740 through the Labor/Management Health Advisory committee on health insurance agree that any recommendations pertaining to the successor health care coverage mutually agreed upon shall be incorporated into this Article with appropriate modifications to existing language. Absent joint agreement based on the committee's recommendations, and providing that the changes result in a reduction of the level of benefits, as amended no sooner than January 1, 2017, either party may reopen this health insurance section and the salary article of this collective bargaining agreement. Any subsequent negotiations shall be conducted in accordance with the bargaining ground rules.

10.2.97 ~~Except as provided in 10.2.10 below, t~~The City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City agrees to continue pre-tax health care flexible spending accounts.

10.3 Income Protection and Dental Insurance Deductions

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

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

11. PENSIONS:

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

11.1.1 The City shall continue to provide to Departmental employees hired after March 26, 1981 a retirement benefit, through Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Rule 94-411, Chapter 803, Sec. 8, subsection ~~53~~ (Special Benefit Plan 3C), of two-thirds of average final compensation after twenty-five (25) years of service, regardless of age. The 3C plan shall be effective on January 2, ~~2022~~.

11.1.2 The City currently offers an ~~ICMA~~ 401(a) qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. Maine Revised Statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates. Effective January 2, 2022, the City's contribution to the 401 (a) for any member covered under this agreement shall be 10%, and the member's contribution shall be 7.8% the amount set in 5 M.R.S.A. Sec. 18252-B plus 2.5%.

11.1.2.1 Transfers between ~~the Maine Public Employees Retirement System (Maine-PERS)~~ and the ~~ICMA~~ 401(a) defined contribution qualified pension plan may only be made in compliance with ~~are not permitted and the employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per~~ MainePERS laws and rules.

11.1.3 The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the Consolidated Plan, contribute to that plan.

11.1.4 The City shall continue to make available to department employees who qualify for special plan benefits as described above in 11.1.1 the additional benefit of the so-called "two-percent option" pursuant to

the Consolidated Plan, Rule 94-411, Chapter 803, Section 8, subsection 10, to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan.

- 11.2 Any employee hired prior to July 1, 1984 may at their own expense buy back both their total share and the City's total contribution obligation for their initial six (6) months of employment in which they were excluded from membership in the Maine Public Employees Retirement System. The Union acknowledges that the City shall have no financial obligation under this voluntary buy-back provision.
- 11.3 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.
- 11.4 The City will offer a voluntary 457 plan to employees. Contributions employees make to the 457 plan offered by the City on a voluntary participation basis are currently deducted weekly and transmitted to ICMA-a third party servicer on a weekly basis.
- ~~11.5 The City agrees to allow a Local 740 representative to attend group presentations of pension options to employees. The City further agrees to provide at least five (5) days' notice, ten (10) when possible, to Local 740 before making such presentations.~~

12. PERSONNEL REDUCTIONS AND SENIORITY:

- 12.1 Reductions in work force shall be made on the basis of seniority, unless the layoff of a specially trained junior member of the Department would result in a reduction of the level of services provided by the Fireboat, Air Rescue, or Emergency Medical Services (defined herein as employees holding an intermediate or higher Maine ALS license). The City will provide voluntary in-house training for employees as described in 12.1.1 and 12.1.2 below. Layoffs will not be delayed or held in abeyance during any applicable training period. Employees targeted for layoff who complete such training and/or obtain the required Maine ALS licensure prior to layoff may bump the least senior employees in these specialties who have not been targeted for layoff. In the event a more senior member is laid off but subsequently becomes trained and/or obtains the required Maine ALS licensure for one of the above positions, then the employee on lay-off may bump the least junior member holding the same such specialty, except as provided in 12.1.2 below. The employee on lay-off must notify the Chief promptly of any decision to bump under this section.

- 12.1.1 Air Rescue/Fireboat: Employees who would otherwise be laid off pursuant to this paragraph will be eligible to receive training for the Fireboat and Air Rescue as soon as layoffs are determined. Such training will be provided for up to four employees during any six month period; if outside funding becomes available, the number of employees who may access this training may be increased.
- 12.1.2 ALS Training: In the event the Department announces layoffs, the City will identify in writing the employees who will be laid off. For purposes of this subsection, any reduction in the number of Departmental personnel that may be attained through anticipated attrition shall be treated the same as an actual layoff. Those employees subject to layoff will be eligible for either (i) an in-house intermediate level ALS training program to be offered by the City, or (ii) the cost of tuition and books associated with their placement with a similar outside intermediate level ALS training program. The City in its sole discretion will determine whether to offer said intermediate level ALS training in-house or outside the Department. Within seven (7) calendar days after the City has identified an employee for layoff, that employee must inform the City in writing whether the employee will commit to participating in the ALS training course offered by the City. Any employee who either rejects the offer of ALS training or who fails to respond in writing within the seven (7) calendar day period will be ineligible for the ALS training. After the seven (7) calendar day period has expired, the City will take all necessary steps to begin such ALS training as soon as practicable. Once layoffs begin, any employee(s) who have committed to such ALS training agrees to complete such ALS training through final ALS licensure by the State of Maine, and will thereafter be subject to the applicable licensure requirements set forth in Article 27 of this contract. In such event, any failure to complete such ALS training through Maine ALS licensure bars the employee from exercising bumping rights. If, however, the City determines not to proceed with announced layoffs, any affected employee has the option of either continuing and completing the ALS training offered by the City, or opting out of such ALS training. Employees participating in the ALS training offered pursuant to this subsection 12.1.2 may not exercise any bumping rights unless and until the employee is fully licensed by the State of Maine. Upon final ALS licensure by the State of Maine, the employee may thereafter bump the most junior employee on the seniority list holding the same Maine ALS licensure level, but may not bump any employee holding a higher level of Maine ALS licensure.
- 12.1.3 Once an employee is on lay-off, participation in training opportunities provided by the City is voluntary and without compensation. This

includes on-the-job training and attendance at training required to obtain certifications. Attendance at outside training once the employee is on lay-off is at the employee's cost. Participation in an approved ALS licensure program is at the employee's cost prior to or subsequent to lay-off, except for in-house ALS training or as provided in 12.1.2.

12.1.4 The City will extend the twenty-four (24) month period provided in 12.7 to not more than thirty-six (36) months for employees enrolled and in good standing in an approved ALS program.

12.2 In the case of reductions in work force of Captains or Lieutenants, seniority shall be computed, first, on the basis of the length of the employee's permanent service in rank, and secondly, on the basis of length of continuous, permanent service in the Department. Employees may bump down in rank from Captain to Lieutenant to Firefighter prior to layoff, provided that the employee had prior service time in the classification to which ~~they~~~~s/he~~ ~~are~~~~is~~ bumping.

12.3 Subject to Article 12.1, 12.1.1, and 12.1.2, if the elimination of positions results in a lay-off, the person(s) in the affected classification with the least seniority will be laid off. Such employees may bump into other unit positions in the following order:

12.3.1 The employee will first be offered any suitable vacancy which the employee is qualified to perform, as determined by the City. A vacancy shall be deemed to be suitable if it is in the same classification as that held by the employee.

12.3.2 If there are no suitable positions, the employee may bump a less senior employee in ~~their~~~~his/her~~ classification or the classification below, if any.

12.3.3 No employees can bump into a promotional position.

12.4 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.

12.5 Any member reduced in rank as a result of work force reduction shall be compensated at the rate for the new rank provided in the Agreement.

12.6 Employees who are laid off will receive all separation pay to which they are entitled.

12.7 Subject to 12.1.4, employees who are separated from City service as a

result of lay-off or bumping shall have a 24-month recall to the classification from which they were laid-off or bumped. The City may rely on its records for the last address of the former employees, and may remove from the recall list any person who does not respond or accept recall to work within ten (10) days after mailing of notification. A copy of such recall notification shall be mailed to the President of the Union for ~~their~~his/her information. Notice of recall shall be sent by certified mail to both the employee and the Union President. Any employee affected by this provision shall be rehired subject to the completion of a fitness for duty exam, which shall be made in specific reference to the current job description and duties, and shall use the same return-to-work standards used in Worker's Compensation situations.

- 12.8 Employees who are bumped to a lower position as a result of a personnel reduction shall have a right to be recalled to their prior position in the reverse order of bumping, so long as said employee is a member of the Department in good standing. The employee shall be given written notice of ~~their~~his/her recall and shall have ten (10) days to accept recall from the date of the notification. A copy of such recall notification shall be mailed to the President of the Union for ~~their~~his/her information.

13. CLOTHING AND EQUIPMENT:

- 13.1 The City shall purchase work uniforms, dress uniforms, firefighting gear for new employees. Firefighting gear shall include safety helmets, two hoods, two pairs of gloves, fire boots, fire coats, fire pants, and suspenders.

Effective July 1 of each year following an employee's first full calendar year of service in the Fire department, an employee will be credited with an annual uniform account to be available for maintenance, replacement and supplementation of the employee's uniform and gear. The annual uniform account allowance is ~~three hundred fifty (\$350.00)~~ six hundred (\$600.00) dollars. During the employee's first year of service, and on July 1 following the employee's date of permanent hire and appointment to the position of Firefighter, this allowance will be pro-rated for employees in monthly increments based on the number of months since date of appointment to the position of Firefighter and prior to July 1, providing this calculation equals or exceeds three (3) months.

The uniform account may be used to purchase either required or optional items as listed below. Purchases shall be made from department inventory or from vendors on file in the Chief's office. Employees who purchase an item which exceeds their ~~three hundred fifty (\$350.00)~~ six hundred (\$600.00) dollar annual uniform purchase allowance ~~may request that any such excess amount be applied against their following year's uniform allowance. Such~~

~~application is limited to a total of \$650.00 over any two (2) year period. Any such purchase which exceeds \$650.00 over any two (2) year period will not be applied in a third year. Notwithstanding the above, the uniform purchase account shall not be carried over from year to year will be responsible for the balance to the vendor.~~

13.1.1 Required Items: 3 pair of trousers
3 work shirts
Gloves
Hoods
Dress Uniforms

13.1.2 Optional Items: Jacket
Leather Turnout Boots
Sweatshirts
Summer Uniforms
Personal Flashlight
Dress Uniform Gloves
Bailout Device/Rope
Dept Approved_
Promotional/Training_

Books

Other items as made available by the
Fire Chief

13.1.3 The City will make "as needed" replacements of safety helmets, hoods, fire boots, fire coats, fire pants, suspenders when necessary. Said replacements shall be made within a reasonable period of time when necessary, and may be provided by the City from existing stock or supplies.

13.1.4 The Chief may prescribe additional items of required or allowable uniforms with the agreement of IAFF Local 740. The City will bear the cost of the initial purchase of additional required items.

13.2 All employees shall have three (3) serviceable uniforms, comprised of one (1) shirt, and one (1) pair of trousers each, which shall be worn at all times while on duty except when required to wear a dress uniform or when authorized to wear other hot or cold attire by their Deputy Chief. Employees shall maintain and clean said work uniforms and approved attire.

13.3 The Chief has the right to promulgate General Orders requiring appearance standards for all uniforms and equipment. A clothing Labor/Management

24

Committee shall meet ~~upon request~~~~quarterly or more often~~ to discuss the appropriate uniform. The Committee will submit its recommendations to the Chief for ~~their~~~~his/her~~ consideration, with a copy to the Union, before making ~~their~~~~his/her~~ decision.

- 13.4 Notwithstanding the above, the City agrees to pay 100% of the cost of repairing required uniforms or equipment as well as eyeglasses, contact lenses, dentures or hearing aids, damaged, lost, or destroyed in the performance of work related duties. The City further agrees to pay up to one-hundred (\$100.00) dollars for repair or replacement of other personal items worn or carried by the employee and damaged or destroyed in the performance of work related duties.
- 13.5 The City will not, in any case, reimburse employees for personal items lost or stolen in the line of duty.
- 13.6 Upon termination, an employee shall turn into the Fire Department all items of required clothing and equipment listed in 13.1 or non-required items provided to the employee by the City. The employee is not required to turn in optional items purchased with the clothing allowance.

14. LEGAL AID AND PROTECTION:

- 14.1 The City shall, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of ~~their~~~~his/her~~ employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 et. seq. The City, in its discretion, may provide such defense and/or indemnification through a self-insurance program or through insurance coverage limited to Four Hundred Thousand Dollars (\$400,000), including costs other than defense costs, for any and all claims arising out of a single occurrence, to be purchased by the City.
- 14.2 In any case in which the City is not defending the employee under 14.1 above, the City will, with the consent of the employee, assume the defense of and indemnify the employee, up to the statutory limits of the Maine Tort Claims Act, against any claim which arises out of an act or omission occurring within the course or scope of ~~their~~~~his/her~~ employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith and did not willfully or knowingly violate any ordinance, rule or regulation of the City.
- 14.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to approve retention

of any outside counsel. Further, in all cases in which the City has assumed the defense of an employee, the City may, in its discretion, and after consultation with the Corporation Counsel, authorize and accept settlement of the case.

14.4 It is a condition of the City's obligation to defend and indemnify an employee hereunder that the employee fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City including, without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.

14.5 Paragraph 14.4 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or other employees of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City as a condition of employment.

14.6 The City agrees to release the employee from ~~their~~his/her shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated ~~defense~~attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of ~~their~~his/her shift.

14.7 The rights of the City and the members are governed by this Article and are not affected by the terms of any policy of insurance.

15. UNUSED SICK LEAVE UPON RETIREMENT, LAYOFF, RESIGNATION, OR DEATH

15.1 When an employee, in good standing, retires or resigns, or is laid off, from active service or dies while in active service with the City, they shall be entitled to the following, to be paid at their regular hourly rate:

15.1.1 Employees with at least three (3) years but less than ten (10) years of continuous, permanent active service with the Department, shall be paid fourteen percent (14%) of accrued but unused sick leave, with a maximum payment of 480 hours, providing the employee has a minimum of 360 hours of accumulated sick leave;

15.1.2 Employees with at least ten (10) years, but less than twenty-five (25) years of continuous, permanent, active service with the Department shall be paid twenty-five percent (25%) of accrued but unused sick leave, with a maximum payment of 1,080 hours, providing the employee has a minimum of 720 hours of accumulated sick leave; and

15.1.3 Employees with at least twenty-five (25) years of continuous, permanent, active service with the Department shall be paid thirty-five percent (35%) of accrued but unused sick leave up to a maximum of 2,160 hours, provided the employee has a minimum of 720 hours of sick leave accrued but unused.

Such employees with less than 720 hours but more than 360 hours of accrued but unused sick leave shall be entitled to payment in accordance with 15.1.1.

15.1.4 Employees who die in a work-related death caused in the line of duty for the City of Portland Fire Department, or if a final determination is made by the Workers' Compensation against the City of Portland, 100% of all accumulated sick leave shall be paid to the employee's designee, as outlined in Section 15.2.

~~,with twenty-five (25) years of permanent continuous City service is hired after March 26, 1981, s/he shall be entitled to receive an amount equal to his/her salary at the time of such retirement for one-half (1/2) of accumulated sick leave up to a maximum of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive any payment.~~

~~15.2—When an employee is laid off from continuous permanent active service with the City, the employee may elect to receive an amount equal to theirhis/her salary at the time of the lay off for one-half (1/2) the number of days for unused sick leave which the employee has accumulated, provided that the maximum payment shall not exceed an amount equal to wages for ninety~~

~~(90) days.~~

15.23 ~~In the event that an employee dies while in active service with the City, accrued sick leave~~ Except as provided in 15.4, in the event of death before retirement of an employee covered by this Agreement, one half (1/2) of his/her accrued sick leave, subject to the same maximum limitation as in the case of retiring employees, shall be paid, in accordance with Section 15.1, to either:

- (a) to a beneficiary designated in writing by the employee, providing that the designation is in a form approved by the City and is on file in the employee's personnel file in Human Resources at the time of death, or
- (b) in the event no named beneficiary is on file, to a person designated in the employee's will or by the Probate Court. The City reserves the right to maintain the payment in escrow in the event of any dispute as to entitlement of such payment.

~~15.4 In the event of a work related death of an employee caused in the line of duty for the City of Portland Fire Department, or if a final determination is made by the Workers' Compensation against the City of Portland, 100% of all accumulated sick leave shall be paid to the designee as prescribed in Section 15.3 of this Article. This payment shall be calculated as follows: Accrued sick leave balance (in hours) shall be divided by twelve (12) to convert the balance to days. The daily rate of pay shall be one fourth (1/4) of an employee's weekly pay.~~

~~15.5 For resigning employees of good standing with more than three (3) years but less than ten (10) years of continuous permanent active service within the Department, payment shall be one fifth (1/5) of accumulation with a maximum payment of twenty (20) days, providing the employee has a minimum of thirty (30) days of accumulated sick leave; for similar employees with more than 10 years of departmental service, payment shall be one half (1/2) of accumulation with a maximum payment of forty five (45) days, providing the employee has a minimum of sixty (60) days of accumulated sick leave.~~

15.36 A good standing resignation or retirement is considered to be two (2) weeks' notice prior to the effective date ~~of such resignation~~.

~~15.7 For purposes of this Article, except for 15.3, the daily rate shall be computed as one fifth (1/5) of an employee's weekly pay.~~

16. SUBSTITUTIONS:

16.1 An employee may exchange positions with another qualified employee on another shift, provided:

16.1.1 The exchange is approved in advance by the Chief or ~~their~~his/her designated representative. Denial shall only be made for good reason.

16.1.2 The intent of this provision is that these exchanges shall be time exchanges; however, in accordance with the Department of Labor opinion dated December 13, 1993, one employee may pay another employee to work for ~~them~~him/her. This practice of exchanging cash may be eliminated by the City mid-contract in the event that the Department of Labor changes their position on this issue in the future.

16.1.3 The City shall not be held responsible for enforcing any agreement made between employees and shall be under no financial obligation to the substitute for ~~their~~his/her duty as a substitute.

16.1.4 The swap on employee must be qualified to work in the position that the swap off employee is assigned to at the time of approval of the swap.

16.1.5 Members participating in a dual company will be allowed to swap with any license level providing the FF/EMTP ~~and FF/AEMT~~ positions is filled and both positions on the ambulance are covered by members approved through the field training process to work independently.

16.1.6 In the event of an all Officer meeting or training, and when approved by the Chief, Firefighters may be placed in charge of apparatus for ~~the~~ duration of the meeting or training session. These vacancies will be filled first by those Firefighters deemed eligible for the promotion list and secondly by rank and file members not eligible for the promotion list.

16.2 An employee cannot be absent from the fire department for more than eight (8) twenty-four (24) hour shifts due to swaps per calendar year. Absent is defined as time swapped off that has not been made up by time swapped on.

16.2.1 An employee shall not exceed or work more than 96 consecutive hours making up swapped time.

16.2.2 Union business as defined in Article 28 or professional development training shall not be considered in this limitation. Additional swaps may be

authorized by the Chief of the Department.

- 16.3 For purposes of this Article, that section of Article 25 entitled "Higher Pay for Higher Classification Work" shall not apply to either the individuals who are party to the swap or the platoon(s) impacted by the swap.
- 16.4 If an employee will miss an EMS required training session due to a substitution, it is the employee's responsibility to make up the training. If the training cannot be made up at a later date at equal cost to the City, the substitution request may be denied.

17. SICK LEAVE:

- 17.1 Sick leave shall accrue at the rate of 2.77 hours per week for each full calendar week of employment with unlimited accumulation for employees working a twenty-four (24) hour schedule. Sick leave shall accrue at the rate of 2.31 hours per week for each full calendar week of employment with unlimited accumulation for employees working a 4-10 schedule. Sick leave shall accrue at the rate of 1.85 hours per week for each full calendar week of employment with unlimited accumulation for employees working a 5-8 schedule.
- 17.2 Sick leave may be taken by employees only in the following cases:
 - 17.2.1 Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of ~~his/her~~their position, unless the employee is found capable of other work in the Department by the Chief and is assigned to such other work. Employees working a 24-hour schedule who call in sick will do so for the first twelve (12) hours or for the full shift and will have their sick leave balance reduced by the hours they did not work. Employees working a 24-hour schedule who become ill mid-shift and book off sick will do so for the remainder of the shift and will have their sick leave balance reduced by the number of hours they did not work. Employees working a 40 hour schedule may book off sick for partial shifts with the approval of the Chief or designee.
 - 17.2.2 Attendance upon members of the family within the household of the employee, including domestic partner and ~~his/her~~their relatives who live within the household of the employee, when their illness requires care by such employee not to exceed twelve (12) days per year (144 hours for employees who work a 24-hour schedule). Such time may be taken in partial shifts subject to the approval of the Chief.
 - 17.2.3 Subject to the discretion of the Chief or designee, sick leave may be

used but not in excess of six (6) calendar days in the event of the death of the employee's spouse or domestic partner, child, ~~mother, fatherparent, brother, sistersibling, motherparent~~-in-law, ~~father-in-law, brothersibling~~-in-law, ~~sister-in-law, —grandmothergrandparent, grandfather,~~ grandchild, ~~stepmotherstepparent, stepfather,~~ step child or members of domestic partner's family similarly related.

17.2.4 In exercising ~~his/her~~their discretion to approve sick leave, and the amount thereof, under the foregoing Article 17.2.3, the Chief or ~~his/her~~their designated representative shall give consideration to the closeness of the relative, the circumstances of the death, attendant family conditions, and the time required for travel.

17.2.5 Employees who wish to use sick leave in accordance with the above provisions to care for a domestic partner or member of the domestic partner's family, or in the event of a death of a member of the domestic partner's family, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

17.2.6 The Parties agree to work together in joint Labor/Management to discuss the City's sick leave policy regarding the permissible use of sick leave. The Parties may amend Section 17.2 during the course of this contract to align sick leave usage for bargaining unit members with the City-wide policy.

17.3 Notwithstanding any other provisions of this Article, sick leave charges will be made according to the actual number of hours absent.

17.4 Conversion to Vacation Leave

17.4.1 Any permanent employee working a 40-hour schedule who uses the equivalent of two or fewer sick days or any employee working a 24-hour schedule who uses 24 hours or less of sick leave within any consecutive 12 month period may elect to convert 48 hours of accrued sick leave to the equivalent of one (1) week of vacation leave.

Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours (1152 hours for 24-hour personnel) may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate (42 hours for 24-hour personnel).

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

17.4.2 The Director of Human Resources shall determine the rates applicable for the conversions outlined above for permanent employees working other than a 40 hour per week or 24-hour schedule, and the proration of the above conversion rates for part-time employees.

17.5 Upon returning to work the employee may be sent to the employer's medical provider in order to ensure that the employee is fit to return to duty.

18. OTHER LEAVE:

18.1 Bereavement Leave: Employees are eligible for the following paid bereavement leave:

18.1.1 Five (5) work days for employees working a 40-hour/week schedule or two (2) 24-hour shifts for employees working 24-hour shifts upon the death of a member of the employee's "Immediate Family," as that term is defined in the City's bereavement leave policy.

18.1.2 Three (3) work days for employees working a 40-hour/week schedule or one (1) 24-hour shift for employees working 24-hour shifts upon the death of a member of the employee's "Close Family," as that term is defined in the City's bereavement leave policy.

18.1.3 One (1) work day for employees working a 40-hour/week schedule or one-half (1/2) 24-hour shift for employees working 24-hour shifts upon the death of a member of the employee's "Extended Family," as that term is defined in the City's bereavement leave policy.

~~In the event of the death of the employee's spouse, child, domestic partner, child of domestic partner, step child, mother, father, siblingbrother, sister, mother in law, father in law, grandmother, grandfather, grandchild, or member of domestic partner's family similarly related, provided the employee meets the eligibility requirements for claiming an individual as a domestic partner, the employee working a 40-hour schedule will be entitled to up to three (3) days leave for the purpose of attendance at the funeral and assisting with the necessary family arrangements; employees working a 24-hour shift will be entitled to one (1) 24-hour shift of bereavement leave for the purpose of attendance at the funeral and assisting with the necessary family arrangements.~~

18.1.4 Additional bereavement leave may be authorized by the Chief for 24-hour personnel depending upon when the death and funeral occurs

within the employee's work cycle. Such leave shall be with pay and without any deduction from sick leave.

- 18.2 Sick leave may be used in conjunction with bereavement leave as provided in Article 17.2.4.

~~18.3 Funeral Leave: An amount of time determined and pre-approved by the sole discretion of the Chief but in no case to exceed one (1) 24-hour shift will be allowed for attendance at funerals of the following relatives not provided for under 18.1: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative living in the same household as the employee. A similar amount of time will be provided for attendance at the funeral of a relative of the employee's domestic partner similarly related, providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner. Said time off shall be with pay and not chargeable to sick leave.~~

18.4 Jury/Witness Leave:

18.4.1 In the event an employee is called to jury duty or is subpoenaed as a witness in a case (wherein the employee is not a plaintiff or defendant in the case), ~~they~~he shall be granted leave to fulfill that obligation.

18.4.2 All jury/witness duty requests must be pre-approved by the Chief. The Chief will pre-determine based on the specific situation whether the employee will be excused for a full or partial shift.

18.4.3 An employee who is excused by the Court earlier than originally anticipated is required to contact the Chief or ~~their~~his/her designee promptly. The Chief or ~~their~~his/her designee will determine if there will be any change to the time the employee is to report for duty.

18.4.4 Employees granted jury leave or witness leave under these provisions shall be compensated by the City for the difference between the amount the employee receives for such jury or witness duty and the amount that the employee would normally receive under this Agreement upon presentation of an official statement of pay received.

- 18.5 Military Leave and Reserve Service Leave: Military leave and reserve service leave shall be available to employees under the terms and conditions of applicable Federal and/or State legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.

18.5.1 Military leave and any right to re-employment after such leave shall be available to employees under the terms and conditions of

applicable federal and/or state law. Any person restored to service under such law shall be restored with accrued seniority. However, no vacation, sick leave, or other benefits shall accrue during the period of the employee's absence, except during the first twelve (12) weeks of leave as provided in 18.8 below, while in the military service to the point of restoration to City service.

18.5.2 Reserve service leave shall be available to employees who are members of the organized military reserves of the National Guard, under the terms and conditions of applicable federal and/or state law. For any period of Reserve Service Leave of up to three (3) weeks in any calendar year, the City will pay the difference between the employee's total service pay for said field duty and the employee's regular compensation, the sum of both payments to equal the regular week's pay of the employee had the employee/he/she been in the City service during this period. The employee using reserve service leave shall furnish their/his/her Department Head with an official statement of reserve service pay received.

18.6 Disability Leave:

18.6.1 A member may request an unpaid leave of absence of up to three months for a non-work related personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of their/his/her position. Similarly, a member unable to perform the duties of their position for a non-work related personal illness or physical incapacity may be placed on a leave of absence by the City. The employee will be notified in writing when the City places the employee on leave.

18.6.1.1 Except for emergencies, the employee shall submit a written request to the Chief at least one month prior to the anticipated departure. The employee is required, as a condition of this leave, to provide a statement from an attending physician, with specific reference to the employee's job description, setting forth (a) the anticipated duration of the disability, and (b) any conditions which may limit the employee's performance of their/his/her job before or after the leave. A decision concerning such requests for leaves shall be made by the Chief who shall consider the needs of the Department and personal benefit to the employee. Leaves shall not be denied for arbitrary or capricious reasons.

18.6.1.2 Employees who are unable to report to work for medical

reasons may be placed on disability leave at the discretion of the Chief.

- 18.6.1.3 Should the Department Head determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In any instance in which the Department Head requires the employee to go on a leave of absence, if the affected employee files a grievance, the burden of proof shall then be upon the City as to the correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits.

The initial twelve (12) week period of disability leave will be processed as Family and Medical Leave if the leave qualifies under the Family and Medical Leave Act.

- 18.6.2 The Chief shall have the discretionary authority to extend such leave upon written request from the employee. No disability leave or extensions thereof may exceed a total of twelve months duration.

- 18.6.3 Accumulated sick leave benefits shall be applied to any portion of the requested leave so eligible at the option of the member, but cannot be used to delay the start or extend a disability leave. Accumulated vacation benefits shall be applied to any portion of the requested leave so eligible at the option of the member, but cannot be used to delay the start or extend the disability leave unless so approved by the Fire Chief, who has the sole discretion to make such determination.

- 18.6.4 Disabilities due to pregnancy or child-birth are, for all job related purposes, temporary disabilities.

- 18.6.5 For leaves of absence taken in accordance with this article, the City will continue the employee's health insurance coverage, and the employee will accrue holiday, vacation or sick leave credits during the first twelve (12) weeks of such leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve weeks, there will be no further accrual of holidays, sick or vacation leave. Insurance benefits shall continue as set forth in the Agreement. Seniority will accrue during the term of the leave.

- 18.7 Personal Leave of Absence: A member may request a personal leave of

absence without pay for a period not in excess of 60 calendar days. The Chief, in ~~their~~his/her sole discretion, may grant or deny such leave. Employees must use all accrued vacation and compensatory time during such approved leave.

- 18.8 For leaves of absence taken in accordance with this article, the City will continue the employee's health insurance coverage, and the employee may use accrued sick or vacation credits during such leave. Except for a personal leave pursuant to 18.7, ~~t~~The employee will accrue holiday, vacation or sick leave credits during the first twelve (12) weeks of such leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve weeks, there will be no further accrual of holidays, sick or vacation leave. Insurance benefits shall continue as set forth in the Agreement. Seniority will accrue during the term of the leave.

18.9 Family and Medical Leave:

18.9.1 FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they may apply.~~An employee who has been employed for twelve (12) consecutive months and who has worked 1,250 hours in those last twelve months is entitled to up to a total of twelve (12) weeks of Family and Medical Leave (FMLA) in any twelve (12) month period.~~

18.9.2 The City's benefit year for purposes of FMLA is ~~The twelve (12)-month period during which this entitlement may occur is a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. The leave shall be an unpaid leave unless the employee elects to use accumulated vacation leave or accumulated sick leave. The employee must give at least 30 days' notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving that notice. Leave may be consecutive, intermittent, or on a reduced hour schedule if the employee and the City agree, or if medically necessary. The employee shall provide medical certification of the need for the leave. FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they may apply. If the requirements, benefits, definitions and/or scope of either the federal or state FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement, except that nothing in this provision shall be construed to provide employees with less protection under FMLA than set forth in this Article.~~

18.9.3 Employees who request to use Family and Medical Leave for the purpose of caring for domestic partner or child or parent of domestic partner must satisfy the City's eligibility requirements for claiming an

individual as a domestic partner.

18.9.4 Employees shall be required to use applicable accrued paid time-off while an employee is on FMLA leave.

19. GRIEVANCE PROCEDURE:

19.1 Should the Union, or an employee of this Unit, feel aggrieved concerning the interpretation of application by the City of any provision of this Agreement, the adjustment of the grievance shall be sought as follows:

19.1.1 The employee of this unit who feels aggrieved may request an informal meeting with the Chief or ~~their~~his/her designee and representation appointed by the Union Grievance Committee for the purpose of adjusting or resolving the matter. If the employee does not wish to request such a meeting, the employee and/or the Union will proceed directly to 19.1.2.

19.1.2 The Union and/or the employee shall submit the details of such grievance in writing to the Chief of the Fire Department. Within ten (10) days after the Chief receives such grievance, ~~the Chief-s/he~~ or designee shall meet with the employee and/or a representative of the Union for the purpose of adjusting or resolving the grievance. The Fire Chief or designee shall render a decision in writing within ten (10) days after such meeting.

19.1.3 If such grievance is not resolved to the satisfaction of the Union and/or the employee by the Chief within ten (10) days after such meeting, the Union and/or the employee may present such grievance in writing within twenty (20) days after said meeting to the Director of Human Resources. Within ten (10) days after the Director of Human Resources receives such grievance, ~~the Directors/he~~ or such representative as ~~theys/he~~ shall then designate, shall meet with a representative of the Union and/or the employee for the purpose of adjusting or resolving the grievance. The Director of Human Resources or their designee shall render a decision in writing within ten (10) days after such meeting.

19.1.4 If such grievance is not resolved to the satisfaction of the Union and/or the employee by the Director of Human Resources within ten (10) days after such meeting, the Union and/or the employee may present such grievance in writing within twenty (20) days after said meeting to the City Manager. Within ten (10) days after the City Manager receives such grievance, ~~the City Manager s/he~~ or such representative as ~~theys/he~~ shall then designate, shall meet with a representative of the

Union and/or the employee for the purpose of adjusting or resolving the grievance. The City Manager or their designee shall render a decision in writing within ten (10) days after such meeting.

19.1.5 Any grievance not resolved to the satisfaction of the Union and/or the employee by the City Manager may be submitted to a single arbitrator. Appeal to arbitration must be made by written notice to the City Manager within twenty (20) days after receipt of the Manager's decision. After receipt of notice of appeal to arbitration, the parties shall select an arbitrator, but if they are unable to agree upon a selection, the arbitrator shall be selected through the American Arbitration Association. The arbitrator shall fix a time and place at Portland, Maine, or, virtually if agreed by the parties, for a hearing upon reasonable notice to each party.

19.1.5.1 In all cases involving a grievance submitted to an Arbitrator, any employee on whose behalf the grievance is submitted shall be required to attend at the request of the City.

19.1.5.2 After such hearing, the arbitrator shall render a decision in writing within thirty (30) days setting forth findings of fact, reasons, and conclusions on the issues submitted. The decision of the Arbitrator shall be binding on the parties and persons in interest, subject to the rights of appeal to the court as provided by applicable state law. The costs of the arbitrator and the arbitration shall be borne equally by the parties.

19.1.6 For purposes of Sections 19.1.1-19.1.54.2, a day shall be considered to be a "working day" on a 40 hour/8 hour day Monday through Friday schedule.

19.1.7 Time Limits. All grievances shall be commenced not later than thirty (30) calendar days after the occurrence of the following, whichever shall be later in time:

19.1.7.1 The time of the occurrence of the event ~~or~~ omission giving rise to the grievance; or,

19.1.7.2 The time the event became known to either the Union or the employee concerned.

19.1.7.3 Time limits for appeals and for responses by the City may be extended by mutual consent. In the event that the

City representatives fail to respond within the specified time limit, the grievant may appeal to the next level.

20. DISCIPLINARY PROCEDURE:

- 20.1 Discipline may be taken for cause. Suspensions of fifteen (15) working days or less for employees working a 40-hour schedule and suspensions of eight (8) working days or less for employees working a 24-hour schedule may be grieved under Article 19, Grievance Procedure.
- 20.2 When, through appropriate procedures, the Fire Chief determines that just cause exists for removing a member or suspending the employee for a period greater than outlined in 20.1 and that employee is covered by the Civil Service Ordinance, the Chief may seek the employee's removal or suspension through the Civil Service procedures as set forth in 20.4. However, the employee may waive in writing all Civil Service procedures regarding the proposed discipline and accept discipline directly from the Chief. If the employee opts to accept discipline directly from the Chief, the Union may process such a grievance in accordance with Article 19 of this agreement.
- 20.3 When, through appropriate procedures, the Fire Chief determines that just cause exists for removing a member or suspending the employee for a period greater than outlined above and that employee is not covered by the Civil Service Ordinance, the Chief will administer the discipline and the Union may grieve such discipline.
- 20.4 Civil Service Commission Disciplinary Actions
 - 20.4.1 The Chief may recommend suspension in excess of fifteen (15) working days (or thirty (30) working days aggregate in a calendar year), demotion, or discharge of any employee to the Civil Service Commission. These time periods apply to employees working a forty (40) hour schedule, equivalencies for employees working a 24-hour schedule are eight (8) working days per offense and sixteen (16) working days in the aggregate. Any such recommendation shall be processed under the Civil Service Ordinance.
 - 20.4.2 Any disciplinary action prosecuted before the Civil Service Commission, including the Chief's recommendation therefore, shall not be grievable under this Agreement. Any final decision of the Civil Service Commission may be appealed only to Court.
 - 20.4.3 In the event that an employee is suspended by the Commission for a period in excess of thirty (30) consecutive days, the employee shall not

accrue vacation, sick or holiday benefits during the period of such suspension.

20.5 The City recognizes the right of employees to have a Union representative present at a disciplinary or investigative interview.

20.6 Written reprimands shall not be considered for the purposes of progressive discipline when administering discipline if there has not been any other discipline imposed during the preceding two year period. Further, the City is prohibited from utilizing these written reprimands in any disciplinary proceeding(s). Notwithstanding, written reprimands, regardless of when they were issued, may be used as evidence of an employee's knowledge of workplace rules, policies, standards, and expectations.

21. SAVINGS CLAUSE:

21.1 If any portion of this Agreement is judicially determined to be in conflict with State or Federal law, such invalidity shall not affect the validity of remaining provisions.

22. VACATIONS:

22.1 All employees who have more than one (1) year of consecutive City service and less than three (3) years of consecutive City service shall be entitled to a vacation during each calendar year of four (4) working days for 24-hour personnel, ten (10) working days for employees working a 5-8 schedule or eight (8) working days for employees working a 4-10 schedule, with prorating for less than one year. Prorated days shall be credited on January 1 of the year that they are earned, except that during the employee's first year of employment entitlement occurs on a quarterly basis.

22.2 All employees who have attained three (3) years or more of consecutive City service and less than eight (8) years of consecutive City service shall be entitled to a vacation during each calendar year of six (6) working days for 24-hour personnel, fifteen (15) working days for employees working a 5-8 schedule, or twelve (12) working days for employees working a 4-10 schedule, with prorating for additional vacation days during the year of their eight (8) year anniversary.

22.3 All employees who have attained eight (8) years to twenty (20) years of consecutive City service shall be entitled to a vacation during each calendar year of eight (8) working days for 24-hour personnel, twenty (20) working days for employees working a 5-day schedule, or sixteen (16) working days

40

for employees working a 4-10 schedule, following their eight (8) year anniversary.

- 22.4 All employees who have attained twenty (20) or more years of consecutive City service shall be entitled to a vacation during each calendar year of ten (10) working days for 24 hour personnel, twenty five (25) working days for employees working a 5-8 schedule, or twenty (20) working days for employees working a 4-10 schedule.
- 22.5 Entitlement to vacations under this Article shall be determined as of the first day of the year in which the vacation is taken, and shall be credited in full to the employee as of that first day. Vacations shall not be earned on a monthly basis and all vacation credited on January 1 must be used by December 31 of that year.
- 22.6 Vacations shall commence on an employee's first scheduled day on duty and shall be taken in blocks of no less than two (2) working days for 24-hour personnel with the following exception: Members entitled to at least one (1) full week of vacation may take one (1) of these in 12 or 24-hour increments. An employee taking a vacation block shall not be required to report for duty during the one-hundred twenty (120) hours preceding or following the employee's vacation block.
- 22.7 At separation, the employee shall be paid for all vacation leave to which the employees/he was entitled on the immediately preceding January and which is unused as of the employee's date of separation. This vacation shall be paid at the employee's regular hourly rate of pay (weekly salary in Appendix B divided by 42). In addition, the employee shall be paid for a pro-ration of the leave that would have been credited the following January 1 had the employee not separated. The additional payment shall be based on the number of months worked in the year of separation. The total vacation separation pay shall not exceed the following maximums:
- 22.7.1 Maximum of twenty (20) days for employees hired on or after June 1, 1990.
- 22.7.2 Maximum of twenty-four (24) days for employees hired prior to June 1, 1990 who separate on or after June 1, 1992.
- 22.8 To the extent possible and consistent with the needs of the Department as determined by the Chief, and accommodating the requests of the employees, vacations shall be scheduled by the Chief by continuous seniority in the Department and by platoon. Officer positions shall be covered by on-duty "Pool Officers" or by qualified on-duty "Officer Candidates" if staffing is available. Subsequently vacancies will then be covered by overtime: by hiring

41

qualified Officers, qualified "Pool Officers" or qualified "Officer Candidates" in accordance with 24.6. Candidates are defined as employees on the certified promotion list who are eligible to be interviewed for an Officer position. Nothing herein shall be construed, however, as limiting, modifying, or constraining the City's right to determine and set levels of manpower and equipment, and deployment thereof, and the City's right to manage and direct its employees.

22.9 Notwithstanding the foregoing, vacation "picks" shall continue to be done pursuant to the following:

22.9.1 A member entitled to five weeks' vacation may select no more than two weeks of vacation during the first round of drawing. The member's third week of vacation is selected in the second round of drawing and the member's fourth week of vacation is selected in the third round of drawing; the member's fifth week of vacation is selected in the fourth round of drawing.

22.9.2 A member entitled to four weeks' vacation may select no more than two weeks of vacation during the first round of drawing. The member's third week of vacation is selected in the second round of drawing and the member's fourth week of vacation is selected in the third round of drawing;

22.9.3 A member entitled to three weeks' vacation may select no more than two weeks of vacation during the first round of drawing and ~~their~~his/her third week of vacation will be selected in the second round of drawing;

22.9.4 A member entitled to two weeks of vacation leave may select both weeks of vacation in the first round of drawing; and

22.9.5 Drawing for pro-rata vacation shifts will be done after the rounds of drawing for full weeks has been completed.

22.9.6 In lieu of taking one week of entitled time off for vacation, any employee earning three (3) weeks of vacation or more will have the option to cash out one (1) week of vacation for pay. Any employee who earns five (5) weeks of vacation will have the option to cash out two (2) weeks' vacation for pay. Any employee who wants to take advantage of this option must declare ~~their~~his/her intent to do so at least one week prior to the date that vacation selections are made.

22.10 Except in cases of emergency, the Department shall provide that the selection of vacation days is completed no later than November 30th of each year for

the subsequent year's vacation usage commencing January 1st.

23. HOLIDAYS:

23.1 The following holidays shall be paid holidays for all employees:

- | | |
|----------------------------------|--------------------------------|
| 1. New Years Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Indigenous Peoples' Day |
| | 10. Veterans Day |
| 3. Washington's Birthday | 11. Thanksgiving Day |
| 4. Patriot's Day | 12. Day after Thanksgiving Day |
| 5. Memorial Day | 13. Christmas Day |
| 6. Juneteenth (June 19th) | |
| 7. Independence Day | |

23.1.1 In addition to the above, any special non-recurring holiday declared by the President of the United States or the Governor of the State of Maine and observed by other City employees pursuant to order of the City Council of the City of Portland shall be allowed as an additional holiday.

23.2 Employees working on a 24-hour schedule shall receive ten (10) hours of holiday pay based on the compensation rate in effect when the holiday occurred. Such payment shall be made on the payroll that covers the week during which the holiday occurred. Pension contributions shall be deducted from such payments.

23.3 Floating Holiday

23.3.1 Employees working a 24-hour schedule may take a floating holiday in lieu of one of the holidays listed in 23.1 with prior approval from the Chief.

23.3.2 Employees may request a floating holiday no more than thirty (30) calendar days prior to the date the employee wishes to have off. It is within the Chief's sole discretion to determine if there is sufficient ~~staffing~~ ~~manpower~~ available for normal departmental operations. The employee who is approved to take a floating holiday will receive holiday pay as outlined in 23.2 for that day but will not receive pay for the next regularly scheduled holiday.

23.4 Employees working a 4-10 schedule are not required to work the holidays listed in Section 23.1. If they do not work the holiday, they will receive a regular week's pay. If they wish to receive a regular week's salary plus holiday pay, they are required to work three (3) days at their regular duties and one

day filling a position in a line company or four (4) days at their regular duties plus one regularly scheduled day in a line company in a subsequent work week except as provided in 23.4.1. The work requirement for 4-10 employees must be satisfied prior to the next holiday unless the Chief approves an exemption. If it is not, time off will be the only option available to the employee.

23.4.1 At the discretion of the Chief, 4-10 employees may satisfy the work requirement of an additional day in their staff position providing the department needs for the staff function exceed departmental line needs at that time of year.

24. OVERTIME:

24.1 The hourly rate of pay for day work administrative staff such as Fire Prevention and Training personnel shall be equivalent to one fortieth (1/40) of the employee's weekly salary. Hours in excess of forty (40) in any pay week will be paid as overtime at the time and one half rate (1.5 hours).

~~24.2 Upon execution of this Agreement, for any employee working a twenty-four (24) hour shift schedule as defined in Article 26.1, any additional hours worked in any 7-day FLSA period, beginning at 0800 on Sunday, up to five (5) hours shall be paid at the straight time pay rate. Any additional hours worked beyond five (5) hours in the 7-day FLSA period shall be paid at 1.5 times the regular hourly rate, including all stipends, specialties, educational incentives and differentials paid hereunder, or allowed under the Fair Labor Standards Act (FLSA). All time worked shall be computed in increments of one-quarter (1/4) hour for any portion thereof actually worked.~~

~~24.2.1~~ 24.2 Except for emergency call backs any unit employee "forced" to work overtime will be paid overtime at a rate of 1.5 times the regular hourly rate for all hours forced to work. Employees held beyond their shift are considered to be "forced."

24.3 Employees who are scheduled or called in to work non-emergency overtime shall be compensated at the overtime rate of pay for actual hours worked as defined in 24.2 or a minimum of three (3) hours of straight time pay, whichever is greater. All time worked shall be computed in increments of one-quarter (1/4) hour for any portion thereof actually worked.

24.3.1 Employees called back during emergencies shall be paid at 1.5 of their regular rate as defined in 24.2 for actual time worked, with a minimum of three (3) hours straight time pay.

Formatted

24.3.2 All "day work" administrative staff such as Fire Prevention and Training personnel designated for call-back will be paid in accordance with 24.1 when called back to emergency situations.

24.4 Use of sick leave and intermittent Family and Medical Leave (FMLA) shall be excluded from hours worked.

24.4.1 Employees will continue to have their pay calculated on actual hours worked, in accordance with definitions listed in 24.2 above, during the work weeks that include a (daylight savings) time change.

~~24.5 When an employee volunteers to undertake major maintenance or construction projects within the Department, or repair of Departmental property, the City will compensate the employee for hours worked with compensable time at a straight time rate. All such projects require prior approval by the Chief and shall not conflict with State statutes. When use of such compensable time is requested by the employee, the Chief (or their/her designee) has the sole discretion to either (1) grant the time off, (2) grant a different time off if requested by the employee, or (3) authorize payment of the compensable time in lieu of the time off requested.~~

24.6 Scheduling of Overtime

24.6.1 When the City determines it is necessary to fill a vacancy, the City may fill the vacancy with on-duty employees on straight time. Short-term vacancies, training assignments and temporary assignments within the Department shall be filled without overtime whenever possible, and available qualified "pool" personnel will be utilized for this purpose.

24.6.1.1 Bargaining unit personnel, including administrative personnel, may be reassigned as necessary to staff any vacancies. Staff personnel may attend a bid or go to an non-bid position if the number of reassignments exceeds one per work week.

24.6.1.2 In the event of a vacancy that may require overtime, the Department will follow the guidelines set forth in the Departmental SOGs, as revised.

24.6.1.3 The City will make the overtime list and forced overtime list available at all times through the Department's computer system or some other acceptable medium.

24.6.1.4 The City will make every effort to provide up to two (2) Suppression Officers, ~~one (1) EMS Officer and one (1) Air Rescue Officer~~ to be on vacation per week per platoon.

One additional Officer position (Captain) will be funded at Air Rescue. This position will be utilized to cover vacancies at Air Rescue as follows: first, to cover Officer vacations; second, to cover known Officer vacancies. In weeks where coverage cannot be determined in advance, the ARS Captain will identify ~~their~~^{his/her} work schedule prior to completion of this current work week. In consultation with the ARS Deputy Chief, the ARS Captain shall identify one calendar week in every four week period where their base schedule shall be 24 hours instead of 48 hours.

24.6.1.5 In order to ensure a strong command presence, all officers working at ARS shall be used to staff the command vehicle (Red 2). Firefighters will be used to staff the suppression/rescue units (Red 3 and Red 4).

24.6.1.5.a In the event that a vehicle is out of service, personnel will respond in available units to provide service. In the event that Red 2 is out of service, a backup staff vehicle will be provided on a temporary basis within twenty-four (24) hours.

24.6.2 Officer vacancies will be filled by the next Officer in the rotation. If it is determined that there are no officers who are willing to fill the vacancy, an officer candidate may be used. If a force must be used to fill a vacancy, the next officer on the force list with the skill set required, will be used for the force. Members on vacation, OT or Swaps are not subject to be forced. Officer candidates will be defined in Department SOG's developed through the Labor/Management Partnership.

24.6.2.1 The initial rotation is based on departmental seniority; thereafter, it is based on overtime opportunities made available to employees. For the purpose of distributing overtime, refusal is the same as acceptance. Seniority as used in this section means permanent consecutive City service in the Fire Department.

24.6.2.2 Overtime will be offered to the qualified person on the list with the least number of overtime hours worked.

24.6.3 The City and the Union will meet as necessary to review the assignment of overtime opportunities.

24.7 Employees who are required by the City to appear on behalf of the City at a court hearing will be compensated with time and one-half pay for the off-duty

46

hours spent in pre-trial and trial proceedings. The Chief may, at ~~their~~his/her discretion, approve additional compensation for travel time as ~~the Chiefs/he~~deems appropriate.

- 24.8 In the event an employee believes ~~they have~~he has been improperly bypassed for an overtime opportunity, and said employee followed the policy for making themselves eligible for said overtime, the employee shall notify the Department of the error within thirty (30) calendar days. If the Department finds that the employee has been improperly bypassed, the employee shall be placed on a "bypass list" maintained by the Department, in which the employee has the discretion to choose an overtime shift of their choice for a period of thirty (30) days. Thereafter, the employee shall have no other remedy, except in situations where the Department has acted in an arbitrary and capricious manner.

25. SALARIES:

- 25.1 Upon the execution of this agreement by all parties, the pay plans (Appendix B-1) will be adjusted as follows:

Upon execution - ~~3%~~retroactive to ~~July 4, 2021~~ **January 28, 2024**

Increase starting step rates as follows:

Basic EMT to \$23.50

Advanced EMT to \$24.50

Paramedic to \$26.00

Increase all remaining steps as follows:

Basic EMT or no EMS license: 3% increase

Advanced EMT: 4.5% increase

Paramedic: 8% increase

January ~~25~~, 202~~5~~~~2~~ – ~~42%~~ increase to ~~the top steps (Firefighters and Officers) of pay plan only~~all steps

January ~~41~~, 202~~6~~~~3~~ – ~~42%~~ increase to all steps

- 25.2 The following positions shall receive additional specialty compensation as outlined below:

Qualifications:

Rescue 1 – Level 1:

- Qualified as HazMat technician and rescue swimmer
- Designated to fill positions on Rescue
- Employees with this stipend will be used to fill vacancies on the Rescue before hiring overtime

Rescue 1 – Level 2:

- Qualified as HazMat technician and rescue swimmer
- Bid to the position

Rescue 1 – Level 3:

- Qualified as HazMat technician and rescue swimmer
- Must have two or more of the following certifications: Water Rescue; Trench Rescue; Confined Space; High Angle; Advanced Extrication
- Bid to the position for more than two consecutive years (eligible after completion of second year)

Air Rescue – Level 1:

- Qualified under job description
- Designated
- Employees with this stipend will be used to fill vacancies at Air Rescue before hiring overtime

Air Rescue – Level 2:

- Qualified under job description
- Bid to the position

Air Rescue – Level 3:

- Qualified as determined by job description
- Bid to the position more than 2 consecutive years (eligible after completion of second year)

Fire Boat – Level 1:

- Qualifications to be determined by agreement between labor and management
- Designated to fill positions on the Fire Boat
- Employees with this stipend will be used to fill vacancies on the Rescue before hiring overtime

Fire Boat – Level 2:

- Qualifications to be determined by agreement between labor and management
- Bid to the position

Fire Boat – Level 3:

- Qualifications: PFD Certified as Pilot for more than ~~four~~two consecutive years in good standing
- USCG Captain License 50 ton or greater
- Bid to the position more than 2 consecutive years (eligible after completion of second year)

EMS Field Supervisor (Car 9):

- Qualifications to be determined by agreement between labor and management

Rescue 1 – Level 1	\$0.48/hour
--------------------	-------------

48

Rescue 1 – Level 2 Fire Boat – Level 1 Fire Boat – Level 2 Air Rescue – Level 1 AEMT ¹	
Fire Education Officer (not NFPA certified) House Captains (excluding ARS and Fire Boat) Island Liaison Officer Neighborhood Liaison Officer Fire Investigator SCBA Bottle Technician Rescue 1 – Level 2 Fire Boat – Level 2 Air Rescue – Level 2 Hazardous Materials Resource Team ² PPE/Clothing Coordinator	\$0.60/hour
Air Rescue – Level 3 EMS Field Trainer Rescue 1 – Level 3	\$1.07/hour
Fire Education Officer (NFPA 1035 certification or similar certification approved by Fire Chief) Fire Prevention Officer Training Officer (EMS and Fire Suppression) SCBA Technician Island Officer	\$1.19/hour
Paramedic¹ Fire Boat – Level 3 Rescue 1 – Level 3 Air Rescue – Level 3	\$1.43/hour

49

Car 9 ³	
--------------------	--

¹ ~~Employees who have bid or been placed by letter to an ambulance or dual company position.~~

² Available to employees designated by the Chief to perform as a Specialty Technician or who have obtained a Hazardous Materials certification at the Technician level in writing as approved by the Chief (or ~~their his/her~~ designee) and who are functioning as a member of the City Hazardous Materials Resource Team. This stipend is funded with non-City funds; continuation of this stipend may depend on the continued availability of non-City funds. Certification and re-certification requirements of these positions will be funded by the City.

⁵
³ ~~No more than four (4) employees at any given time shall receive this stipend~~

Employees classified as "Pilot" prior to January 1, 2020 will continue to receive \$0.95/hour until they reach Level 3.

Certified Fire Officers – 1% increase in pay, effective July 5, 2009. To obtain this designation an individual must either (1) successfully complete the Portland Fire Departments Company Officer Certificate Program, or (2) provide documentation as having obtained Fire Officer I & II certification from Maine Fire Training and Education. ~~This stipend is only available to personnel promoted as Fire Officers. and be an officer in the Portland Fire Department.~~

~~Upon contract execution e~~ Employees who bid to ~~either~~ the Fireboat, ~~or~~ Air Rescue, ~~or Rescue 1~~ are required to remain in that specialty for at least four (4) years. Employees assigned by the Chief to ~~either~~ the Fireboat, ~~or~~ Air Rescue, ~~or Rescue 1~~ are required to remain in that specialty for two (2) years. Employees with less than four (4) years, but more than two (2) years, who may be assigned to Air Rescue, ~~or~~ Fire Boat, ~~or Rescue 1~~ will retain their bidding rights upon their ~~sixfour (64)~~ year anniversary in the Department. Stipends shall immediately cease if an employee's designation is removed by the Chief.

25.2.1 No more than 6 employees per specialty (coverage) per platoon shall receive the associated stipend, except as otherwise specifically provided.

25.2.2 Employees shall receive the specialty stipend only when they are available to be assigned to the specialty position. Effective [Insert Ratification Date], employees may only receive one of the following specialty stipends at any given time: Fireboat, Airport, Rescue, or Car 9. Employees receiving more than one specialty stipend prior to [Insert Ratification Date] shall continue to receive such stipends unless they fail to maintain such

certifications.

~~25.2.2 No employee shall lose their current specialty stipend as a result of the agreement dated 1/1/2021.~~

25.2.3 ALS Licensure: The Department will provide classes leading to re-licensure of ALS providers. Classes leading to initial licensure may be provided at the City's discretion. In the event the Department approves such licensure training by an outside entity, the Department will reimburse the tuition upon the employee's successful licensure by the State of Maine.

25.2.4 Ambulance Stipends: The following medical provider positions shall receive additional specialty compensation as outlined below:

<u>EMT-B Dual Role</u>	<u>\$0.36/hour</u>
<u>EMT-B Medcu Only</u> <u>AEMT Dual Role</u>	<u>\$0.72/hour</u>
<u>AEMT Medcu Only</u> <u>Paramedic Dual Role</u>	<u>\$1.43/hour</u>
<u>Paramedic Medcu Only</u> <u>C9</u>	<u>\$2.86/hour</u>

- 25.3 Higher Pay for Higher Classification Work: Any employee who is assigned to perform the duties and exercise the functions normally performed and exercised by an employee of higher rank shall be compensated at the rate of pay of a junior grade of that higher rank, as the case may be, provided the assignment is for a full shift. For the purpose of this Article, shift is defined as one day or one night.
- 25.4 The City agrees to compensate off-duty employees for attendance at staff meetings required and posted by the Fire Chief.
- 25.5 All employees shall be paid by direct deposit to a financial institution designated by the employee during their employment with the City, ~~or shall receive a reloadable debit card for all monies owed.~~
- 25.6 Individuals who are hired into the Department as new Department employees, and who have at least three years of full-time experience with a career fire department or career ALS provider, (a "Lateral Transfer"), may be placed at the step level in the Classification and Pay Plan in Appendix B-2 that is commensurate with the number of years of full-time experience that new employee has, up to a maximum Step 12, at the discretion of the Fire Chief. A Lateral Transfer shall advance through the pay plan in accordance

with Appendix B-2.

25.6.1 For all purposes other than pay and the award of vacation time (but not the order of requests for vacation time pursuant to Sec. 22.8), a Lateral Transfer shall have their seniority based upon date of hire.

~~After the execution of this Agreement, individuals laterally transferring into the Department as new Departmental employees may be placed at Step 2 of the then existing pay scale, provided that they have at least three (3) years of full time experience with another career fire department or career ALS provider. Notwithstanding this provision, any such individual shall not bypass any existing employee in seniority within the Department, nor shall they advance to the next pay step for a period of five (5) years from their date of hire with the Department.~~

- 25.7 The City shall pay to eligible employees an hourly educational stipend to be included in the employee's regular rate of pay based upon educational level attained above high school graduation as follows:

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

25.8 Employees who are separated from the Department for one (1) year or more shall lose all seniority with the Department. Employees who are separated from the Department for less than one (1) year shall maintain their seniority, less the time period during which they were separated.

26. HOURS:

- 26.1 The work cycle shall average not more than forty-two (42) hours per week. Work week sub-cycle shall be: 24 hours on, 24 hours off, 24 hours on, five (5) days off.
- 26.2 The work week and work cycle of the Fire Prevention and Training personnel shall be continued as 40 hours per week.
- 26.3 The City may change work cycles at any time during the term of this Agreement to cope with emergency situations, but may not increase the average number of duty hours per week.

27. LICENSE REQUIREMENTS:

- 27.1 Motor Vehicle License: All personnel are individually responsible for the timely

~~renewal and/or maintenance of their Motor Vehicle Operator's License. Employees shall have a Motor Vehicle Operator's License.~~ The City will periodically verify that all employees possess such a license.

~~27.1.1 Employees shall notify the Chief prior to their next scheduled shift if they fail to renew, lose, or otherwise fail to maintain their Motor Vehicle Operator's License for any reason. Employees are required to notify the Chief even if they receive a permit to operate a vehicle only for employment purposes. Failure to maintain a Motor Vehicle Operator's License may be subject to disciplinary action up to and including termination. For the first loss of license, the Chief shall provide full-time work at full pay, if work in the employee's classification is available, except for mitigating circumstances. The Chief may also require the affected employee to participate in the Employee Assistance Program. In any such case, a record shall be kept in the employee's personnel file. In the case of a second loss of license, the City shall use progressive discipline including the option to suspend or discharge the employee.~~

~~27.1.2 It is further understood that any employee whose license has been suspended or revoked shall immediately petition the Secretary of State for a provisional or restricted license to drive emergency vehicles if such license is available under Maine law. Said employee shall satisfy any and all requirements specified by the Secretary of State for issuance of a provisional or restricted license and the cost of any programs specified by the Secretary, if any, shall be borne by the employee.~~

~~27.1.3 The Union also agrees that any duties requiring said employee to operate a motor vehicle shall be prohibited as to that employee, until the employee has acquired a valid motor vehicle operator's license or permit, and that such duty shall be assigned to other employees.~~

27.2 EMS License: All personnel are individually responsible for the timely renewal and/or maintenance of their EMS license.

27.2.1 All previous arrangements and agreements regarding medical license level shall be null and void.

27.2.2 No member will be required to upgrade EMS licensure as a result of this Article. If a member voluntarily upgrades licensure, it will be required to be maintained as described in Article 27.2.

27.2.3 Failure to maintain the proper license may be subject to disciplinary action up to and including termination.

- 27.2.4 Instances of suspension or loss of license pending a formal hearing that arise out of the good faith performance of authorized duties for the City of Portland, will result in the affected employee(s) being placed on paid administrative leave pending results of said hearing.
- 27.2.5 The City will pay incurred licensing fees to the State and National Registry.
- 27.3 EMT–Basic License: All employees will be required to maintain (at a minimum) a valid EMT–Basic License.
- 27.3.1 All providers will have a current BLS CPR card, and the Department reserves the right to send an employee to training for this certification on duty.
- 27.4 EMT–Advance License: All employees will be required to maintain (at a minimum) a valid AEMT license for the first fifteen (15) years of employment.
- 27.4.1 All providers will have a current BLS CPR card, and the Department reserves the right to send an employee to training for this certification on duty.
- 27.4.2 An Advanced may take a department sponsored certification class if openings are available.
- 27.4.3 Employees who become licensed at the EMT–A level after the hiring process, and leave the department or drop their license prior to the expiration of six years, will be required to repay the city’s contribution towards tuition, fees and course materials, prorated for a 6-year licensure expectation.
- 27.4.4 Employees who become licensed at the EMT-A level after the hiring process shall commit to an assignment on an ambulance while participating in the licensure course and for at least one (1) year after receiving their EMT-A license.
- 27.5 EMT–Paramedic License:
- 27.5.1 Employees who are hired with an EMT–P License (or hired while in EMT–P school) will be required to maintain that license for a period of ten (10) years.
- 27.5.2 Employees who become licensed at the EMT–P level after the hiring process, and leave the department or drop their license

prior to the expiration of ten years. will be required to repay the city's contribution towards tuition, fees and course materials, prorated for a 10-year licensure expectation.

27.5.3 Employees who become licensed at the EMT-P level after the hiring process shall commit to an assignment on an ambulance while participating in the licensure course and for at least two (2) years after receiving their EMT-P license.

27.5.43 The City will provide enough continuing education hours (CEH) to all employees on duty so that a State paramedic level license may be maintained. Other mandatory licensure classes shall either be provided annually on-duty or employees shall be compensated as defined in Article 34. CEH hours shall be provided to all companies across all platoons. Employees absent from work during mandatory licensure or CEH classes are not due compensation for make-up classes except in cases of short or long term disability.

27.5.45 All licensed providers will maintain current ACLS and PALS certifications along with a current BLS CPR card, and the Department reserves the right to send an employee to training for this certification on duty.

27.5.65 The Department encourages an EMT-P to take PHTLS or AMLS.

28. TIME OFF WHILE PERFORMING UNION DUTIES:

28.1 The President of the Union shall be allowed time off for official Union business with the City, with pay, and without the requirement to make up said time. Other Officers of the Union shall be allowed time off for official Union business with the City, with pay, and without the requirement to make up said time if there is sufficient ~~staffing~~~~manpower~~ available to cover for said employee as determined by the Chief of the Fire Department.

28.2 The President, Vice-Presidents, and the Secretary/Treasurer of the Union shall be allowed time off, with pay, to attend regular monthly or special meetings of the Union. Said officers of the Union or National Delegate Meetings of the International Association of Firefighter, AFL-CIO. No time off or leave of absence shall be permitted under this paragraph unless the Chief determines there is sufficient ~~staffing~~~~manpower~~ available for normal Departmental operations. Officers attending Regional or National Delegate meetings of the International Association shall be permitted to furnish substitute employees without reference to the limitation in Article 16 hereof.

29. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED:

- 29.1 Employees shall have no right to engage in any work stoppage, slowdown, or strike. The City agrees that there shall be no lock-out of employees during the term of this Agreement.

30. RESPONSE TIME:

- 30.1 Residency within the territorial limits of the City of Portland shall not be a condition of employment; however, in order to safeguard the health, safety, and welfare of Portland citizens, the Chief has the authority to promulgate a Department Rule and Regulation establishing a required "response time" for employees; however, prior to promulgating such a rule, the Chief will consult with the Executive Board of the Union.
- 30.2 Within five (5) working days of the date of promulgation of the rule, the Union may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of the arbitration shall be the same as those provided in Article 19, Grievance Procedure. The arbitrator's decision shall be final and binding upon the parties.
- 30.3 The Union agrees to reopen this contract upon request by the City to negotiate a stand-by provision for employees. The negotiations shall be conducted in accordance with the provisions, rules, and procedures of the Maine Labor Relations Board.

31. PHYSICAL FITNESS:

- 31.1 The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the Department and the quality of fire services provided to the public.

31.1.1 With the parties understanding outlined in 31.1 above, it is agreed that management and the union will work together through the joint Labor/Management partnership to develop, implement and maintain a Wellness/Fitness program based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness program. Through joint Labor/Management, both parties agree to create a new functional Fitness Assessment test to replace Appendix C.

31.2 The Physical Fitness Rule promulgated by the Chief as amended is incorporated herein as Appendix C.

31.2.1 Reasonable provision shall be made for any known physical disability of an employee by offering alternative tests or by permitting extensions of time for taking such tests as defined in Appendix C.

31.3 The City may require an employee to have a physical examination if the employee elects to exercise the 2% retirement option by continuing to work beyond ~~twenty or~~ twenty-five years of service. The City shall pay up to \$75 for the cost of such a physical. The City agrees that the requirements for a physical examination will not be exercised in a discriminatory manner.

31.4 The City shall provide \$75.00 annually to each employee who is subject to the provisions of Appendix C. This payment is to be used for a physical examination and/or to maintain their level of physical fitness to perform the normal duties of their position. In no case shall the city be obligated under this article to spend more than \$75.00 per eligible employee per year. Payment of the \$75.00 shall be made as soon as possible after the beginning of each fiscal year, but not later than 30 days after the beginning of ~~the~~ the new fiscal year.

32. SAFETY COMMITTEE:

32.1 The Safety Committee shall function to establish and review safety procedures in the Fire Department, and will make advisory recommendations to the Fire Chief. The Committee shall meet on a regular basis, monthly meetings shall be the norm. Either party may request a special meeting in addition to the monthly meetings. The Fire Chief shall respond to all recommendations from the Safety Committee within thirty (30) days and the Union shall respond to all requests from the Fire Chief within thirty (30) days.

32.1.1 The Union will appoint labor representatives and alternates to serve on this Committee. The ~~Human Resources Department's Risk Manager or~~ Human Resource Department's Risk Manager designee shall provide technical assistance to the Committee. The ~~Human Resource Department's Risk Manager or~~ Human Resource Department's Risk Manager designee shall hold the tie-breaking vote regarding advisory recommendations to the Fire Chief.

32.1.2 All recommendations by the Committee which the Chief agrees to implement shall be implemented within the timeframes designated by the committee and approved by the Chief.

32.1.3 In the event that a recommendation is made by the Committee and is

not implemented by the Department, the Chief shall give ~~theirhis/her~~ reasons in writing to the Union within ten (10) days of the date of ~~theirhis/her~~ decision as to why ~~they ares/he-is~~ not implementing the recommendation.

- 32.2 All employees shall follow safety standards while on duty for the City. This shall include, but not be limited to: The wearing and use of safety equipment; i.e.,... "personal protective equipment" such as head protection, eye and face protection, self-contained breathing apparatus, foot protection, or any other equipment provided or furnished in any way by the City. When the Chief adopts new safety equipment not currently in use, either with or without the recommendation of the Safety Committee, the Union and the Chief shall meet to determine, by mutual agreement, the quality of the equipment to be purchased and the procedures for its use and implementation.
- 32.3 The employees shall observe all safety rules and regulations established and posted by the City.

33. NO DISCRIMINATION BY PARTIES:

- 33.1 The parties to this Agreement agree that they shall not discriminate against any employee because of ~~any protected group status as defined by applicable local, state, or federal law. race, color, religion, sex, (including pregnancy) sexual orientation, gender identity or expression, ancestry, national origin, age, physical or mental disability, veteran's status, genetic information, previous assertion of a claim or right under the Maine Workers Compensation Act, previous actions taken or protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law.~~

34. TRAINING:

- 34.1 Employees shall receive time and one-half overtime for all "mandatory training" that is attended outside of regularly scheduled work hours (off-duty). The Chief or their designee may require employees to attend "mandatory training" during regularly scheduled working hours (on-duty). The following shall be classified as "mandatory training":
- 34.1.1 Training that is required as a member of a Specialty Company (i.e. TEEX, Coast Guard or FAA training).
- 34.1.2 Training that is required to perform a Specialty position (i.e. Hazmat or SRT training)

34.1.3 The PFD recognizes that specialized training is required to provide emergency medical services to the citizens and visitors of our City. As such, in maintaining licensure and staying current on national best practices for standards of care, the department will support the following through time and one half pay and tuition will be covered. In accordance, the Department reserves the ability to send providers on duty to the following:

EMT-P; All licensed providers will maintain current ACLS and PALS certifications along with a current BLS CPR card

Advanced; All providers will have a current BLS CPR card

EMT-B; All providers will have a current BLS CPR card

Additionally, the Department encourages the following training, which is to be Compensated at time and one half rate, and tuition will be covered:

Any EMT-P may take PHTLS or AMLS.

An Advanced may take a department sponsored certification class if openings are available.

34.1.3.1 Providers not in compliance with 34.1.3 may be ordered to training by the department.

34.1.4 Employees that are providing training to other employees, other City departments, members of the public or other groups of professionals as a representative of the City (i.e. in-house EMS training, CERT or CPR classes).

34.1.4.1 On-duty personnel shall only be utilized as instructors after every reasonable effort has been made to hire off-duty instructors.

34.1.5 Staff meetings required by the Chief or their designee.

34.1.6 Any other training that is a condition of employment (i.e. Bureau of Labor Standards mandated training).

34.1.7 Any other off-duty activity that is attended per a directive of the Chief or their designee.

34.1.8 An EMT Advanced who takes a department sponsored certification class if openings are available.

- 34.2 For mandatory training that requires travel, employees shall receive up to sixteen (16) hours of actual travel time per day if the distance traveled one way is greater than fifty (50) miles from Central Station.

35. COPIES OF AGREEMENT:

- 35.1 The City agrees to provide the Union with a signed, electronic~~25~~ copies of the executed collective bargaining agreement within seven (7) days of counsel ratification. The Union agrees to provide each member of the bargaining unit an electronic copy of the executed agreement.

36. LABOR-MANAGEMENT COMMITTEE:

- 36.1 The Parties agree to establish and maintain a "Labor/Management Partnership" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Portland.

The purpose of this Committee is to assist in developing a quality Labor Management relationship between the Parties. The Committee is designed to provide a means for allowing the City, the Fire Department and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.

The goals and objectives of this Committee are as follows:

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost effective service to the citizens of Portland
- Promote a better morale among all Fire Department employees
- Enhance the living/working conditions for all Fire Department employees.

The parties have reached consensus that the focus of the committee will be to remove restrictive and ambiguous language in the contract and establish mutually accepted Standard Operating Guidelines (SOG's) which can be addressed outside of the bargaining process.

37. TERM:

37.1 This Agreement shall govern the rights of the parties from January 1, ~~2024~~ until and including December 31, ~~2026~~³. This agreement is the sole contract for the union. All MOU's and 'private deals' signed outside the contract prior to the signing of this contract are considered null and void. This Agreement may be amended at any time by mutual agreement. Except as otherwise provided herein, the parties agree that this contract, in all respects, shall continue after its expiration date provided two conditions are met:

37.1.1 That good faith negotiations are proceeding between the parties and continue to proceed after December 31, ~~2026~~³.

37.1.2 That each party abides by any and all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed and its corporate seal to be affixed by Danielle West, its City Manager, thereunto duly authorized, and the UNION has caused this Agreement to be executed by Casey Bunker, its President, thereunto duly authorized, as of the day and year first written above.

Danielle West
City Manager
City of Portland
Date: _____

Casey Bunker
President
Local 740
Date: _____

**APPENDIX B-1
CLASSIFICATION AND PAY PLAN**

EFFECTIVE					EFFECTIVE	4% COLA			EFFECTIVE	4% COLA		
1/1/2024					1/1/2025				1/1/2026			
FIREFIGHTER	HOURLY	WEEKLY	YEARLY		FIREFIGHTER	HOURLY	WEEKLY	YEARLY	FIREFIGHTER	HOURLY	WEEKLY	YEARLY
0 - 3 YRS	\$19.87	\$834.54	\$43,396.08		0 - 3 YRS	\$20.66	\$867.72	\$45,121.44	0 - 3 YRS	\$21.49	\$902.58	\$46,934.16
3 - 5 YRS	\$23.98	\$1,007.16	\$52,372.32		3 - 5 YRS	\$24.94	\$1,047.48	\$54,468.96	3 - 5 YRS	\$25.94	\$1,089.48	\$56,652.96
5 - 8 YRS	\$24.97	\$1,048.74	\$54,534.48		5 - 8 YRS	\$25.97	\$1,090.74	\$56,718.48	5 - 8 YRS	\$27.01	\$1,134.42	\$58,989.84
8 - 15 YRS	\$26.78	\$1,124.76	\$58,487.52		8 - 15 YRS	\$27.85	\$1,169.70	\$60,824.40	8 - 15 YRS	\$28.96	\$1,216.32	\$63,248.64
15 - 20 YRS	\$27.36	\$1,149.12	\$59,754.24		15 - 20 YRS	\$28.45	\$1,194.90	\$62,134.80	15 - 20 YRS	\$29.59	\$1,242.78	\$64,624.56
20 + YRS	\$28.76	\$1,207.92	\$62,811.84		20 + YRS	\$29.91	\$1,256.22	\$65,323.44	20 + YRS	\$31.11	\$1,306.62	\$67,944.24
LIEUTENANT					LIEUTENANT				LIEUTENANT			
0 - 1 YRS	\$29.07	\$1,220.94	\$63,488.88		0 - 1 YRS	\$30.23	\$1,269.66	\$66,022.32	0 - 1 YRS	\$31.44	\$1,320.48	\$68,664.96
1 - 4 YRS	\$29.88	\$1,254.96	\$65,257.92		1 - 4 YRS	\$31.08	\$1,305.36	\$67,878.72	1 - 4 YRS	\$32.32	\$1,357.44	\$70,586.88
4 + YRS	\$31.38	\$1,317.96	\$68,533.92		4 + YRS	\$32.64	\$1,370.88	\$71,285.76	4 + YRS	\$33.95	\$1,425.90	\$74,146.80
CAPTAIN					CAPTAIN				CAPTAIN			
0 - 1 YRS	\$31.46	\$1,321.32	\$68,708.64		0 - 1 YRS	\$32.72	\$1,374.24	\$71,460.48	0 - 1 YRS	\$34.03	\$1,429.26	\$74,321.52
1 - 4 YRS	\$32.37	\$1,359.54	\$70,696.08		1 - 4 YRS	\$33.66	\$1,413.72	\$73,513.44	1 - 4 YRS	\$35.01	\$1,470.42	\$76,461.84
4 + YRS	\$33.98	\$1,427.16	\$74,212.32		4 + YRS	\$35.34	\$1,484.28	\$77,182.56	4 + YRS	\$36.75	\$1,543.50	\$80,262.00

APPENDIX B-1
CLASSIFICATION AND PAY PLAN

EFFECTIVE 1/1/2024					EFFECTIVE 1/1/2025					EFFECTIVE 1/1/2026				
FF/EMT-B					FF/EMT-B					FF/EMT-B				
0 - 3 YRS		\$23.50	\$987.00	\$51,324.00	0 - 3 YRS		\$24.44	\$1,026.48	\$53,376.96	0 - 3 YRS		\$25.42	\$1,067.64	\$55,517.28
3 - 5 YRS		\$24.66	\$1,035.72	\$53,857.44	3 - 5 YRS		\$25.65	\$1,077.30	\$56,019.60	3 - 5 YRS		\$26.68	\$1,120.56	\$58,269.12
5 - 8 YRS		\$25.69	\$1,078.98	\$56,106.96	5 - 8 YRS		\$26.72	\$1,122.24	\$58,356.48	5 - 8 YRS		\$27.79	\$1,167.18	\$60,693.36
8 - 15 YRS		\$27.50	\$1,155.00	\$60,060.00	8 - 15 YRS		\$28.60	\$1,201.20	\$62,462.40	8 - 15 YRS		\$29.74	\$1,249.08	\$64,952.16
15 - 20 YRS		\$28.08	\$1,179.36	\$61,326.72	15 - 20 YRS		\$29.20	\$1,226.40	\$63,772.80	15 - 20 YRS		\$30.37	\$1,275.54	\$66,328.08
20 + YRS		\$29.48	\$1,238.16	\$64,384.32	20 + YRS		\$30.66	\$1,287.72	\$66,961.44	20 + YRS		\$31.89	\$1,339.38	\$69,647.76
LT/EMT-B					LT/EMT-B					LT/EMT-B				
0 - 1 YRS		\$29.79	\$1,251.18	\$65,061.36	0 - 1 YRS		\$30.98	\$1,301.16	\$67,660.32	0 - 1 YRS		\$32.22	\$1,353.24	\$70,368.48
1 - 4 YRS		\$30.59	\$1,284.78	\$66,808.56	1 - 4 YRS		\$31.81	\$1,336.02	\$69,473.04	1 - 4 YRS		\$33.08	\$1,389.36	\$72,246.72
4 + YRS		\$32.12	\$1,349.04	\$70,150.08	4 + YRS		\$33.40	\$1,402.80	\$72,945.60	4 + YRS		\$34.74	\$1,459.08	\$75,872.16
CPT/EMT-B					CPT/EMT-B					CPT/EMT-B				
0 - 1 YRS		\$32.15	\$1,350.30	\$70,215.60	0 - 1 YRS		\$33.44	\$1,404.48	\$73,032.96	0 - 1 YRS		\$34.78	\$1,460.76	\$75,959.52
1 - 4 YRS		\$33.08	\$1,389.36	\$72,246.72	1 - 4 YRS		\$34.40	\$1,444.80	\$75,129.60	1 - 4 YRS		\$35.78	\$1,502.76	\$78,143.52
4 + YRS		\$34.73	\$1,458.66	\$75,850.32	4 + YRS		\$36.12	\$1,517.04	\$78,886.08	4 + YRS		\$37.56	\$1,577.52	\$82,031.04

**APPENDIX B-1
CLASSIFICATION AND PAY PLAN**

EFFECTIVE 1/1/2024					EFFECTIVE 1/1/2025					EFFECTIVE 1/1/2026				
FF/AEMT					FF/AEMT					FF/AEMT				
0 - 3 YRS		\$24.50	\$1,029.00	\$53,508.00	0 - 3 YRS		\$25.48	\$1,070.16	\$55,648.32	0 - 3 YRS		\$26.50	\$1,113.00	\$57,876.00
3 - 5 YRS		\$25.47	\$1,069.74	\$55,626.48	3 - 5 YRS		\$26.49	\$1,112.58	\$57,854.16	3 - 5 YRS		\$27.55	\$1,157.10	\$60,169.20
5 - 8 YRS		\$26.47	\$1,111.74	\$57,810.48	5 - 8 YRS		\$27.53	\$1,156.26	\$60,125.52	5 - 8 YRS		\$28.63	\$1,202.46	\$62,527.92
8 - 15 YRS		\$28.31	\$1,189.02	\$61,829.04	8 - 15 YRS		\$29.44	\$1,236.48	\$64,296.96	8 - 15 YRS		\$30.62	\$1,286.04	\$66,874.08
15 - 20 YRS		\$28.88	\$1,212.96	\$63,073.92	15 - 20 YRS		\$30.04	\$1,261.68	\$65,607.36	15 - 20 YRS		\$31.24	\$1,312.08	\$68,228.16
20 + YRS		\$30.34	\$1,274.28	\$66,262.56	20 + YRS		\$31.55	\$1,325.10	\$68,905.20	20 + YRS		\$32.81	\$1,378.02	\$71,657.04
LT/AEMT					LT/AEMT					LT/AEMT				
0 - 1 YRS		\$30.63	\$1,286.46	\$66,895.92	0 - 1 YRS		\$31.86	\$1,338.12	\$69,582.24	0 - 1 YRS		\$33.13	\$1,391.46	\$72,355.92
1 - 4 YRS		\$31.44	\$1,320.48	\$68,664.96	1 - 4 YRS		\$32.70	\$1,373.40	\$71,416.80	1 - 4 YRS		\$34.01	\$1,428.42	\$74,277.84
4 + YRS		\$32.99	\$1,385.58	\$72,050.16	4 + YRS		\$34.31	\$1,441.02	\$74,933.04	4 + YRS		\$35.68	\$1,498.56	\$77,925.12
CPT/AEMT					CPT/AEMT					CPT/AEMT				
0 - 1 YRS		\$33.04	\$1,387.68	\$72,159.36	0 - 1 YRS		\$34.36	\$1,443.12	\$75,042.24	0 - 1 YRS		\$35.73	\$1,500.66	\$78,034.32
1 - 4 YRS		\$33.96	\$1,426.32	\$74,168.64	1 - 4 YRS		\$35.32	\$1,483.44	\$77,138.88	1 - 4 YRS		\$36.73	\$1,542.66	\$80,218.32
4 + YRS		\$35.64	\$1,496.88	\$77,837.76	4 + YRS		\$37.07	\$1,556.94	\$80,960.88	4 + YRS		\$38.55	\$1,619.10	\$84,193.20

**APPENDIX B-1
CLASSIFICATION AND PAY PLAN**

EFFECTIVE 1/1/2024					EFFECTIVE 1/1/2025					EFFECTIVE 1/1/2026				
FF/EMT-P					FF/EMT-P					FF/EMT-P				
0 - 3 YRS		\$26.00	\$1,092.00	\$56,784.00	0 - 3 YRS		\$27.04	\$1,135.68	\$59,055.36	0 - 3 YRS		\$28.12	\$1,181.04	\$61,414.08
3 - 5 YRS		\$26.96	\$1,132.32	\$58,880.64	3 - 5 YRS		\$28.04	\$1,177.68	\$61,239.36	3 - 5 YRS		\$29.16	\$1,224.72	\$63,685.44
5 - 8 YRS		\$28.02	\$1,176.84	\$61,195.68	5 - 8 YRS		\$29.14	\$1,223.88	\$63,641.76	5 - 8 YRS		\$30.31	\$1,273.02	\$66,197.04
8 - 15 YRS		\$29.94	\$1,257.48	\$65,388.96	8 - 15 YRS		\$31.14	\$1,307.88	\$68,009.76	8 - 15 YRS		\$32.39	\$1,360.38	\$70,739.76
15 - 20 YRS		\$30.51	\$1,281.42	\$66,633.84	15 - 20 YRS		\$31.73	\$1,332.66	\$69,298.32	15 - 20 YRS		\$33.00	\$1,386.00	\$72,072.00
20 + YRS		\$32.00	\$1,344.00	\$69,888.00	20 + YRS		\$33.28	\$1,397.76	\$72,683.52	20 + YRS		\$34.61	\$1,453.62	\$75,588.24
LT/EMT-P					LT/EMT-P					LT/EMT-P				
0 - 1 YRS		\$32.29	\$1,356.18	\$70,521.36	0 - 1 YRS		\$33.58	\$1,410.36	\$73,338.72	0 - 1 YRS		\$34.92	\$1,466.64	\$76,265.28
1 - 4 YRS		\$33.17	\$1,393.14	\$72,443.28	1 - 4 YRS		\$34.50	\$1,449.00	\$75,348.00	1 - 4 YRS		\$35.88	\$1,506.96	\$78,361.92
4 + YRS		\$34.78	\$1,460.76	\$75,959.52	4 + YRS		\$36.17	\$1,519.14	\$78,995.28	4 + YRS		\$37.62	\$1,580.04	\$82,162.08
CPT/EMT-P					CPT/EMT-P					CPT/EMT-P				
0 - 1 YRS		\$34.79	\$1,461.18	\$75,981.36	0 - 1 YRS		\$36.18	\$1,519.56	\$79,017.12	0 - 1 YRS		\$37.63	\$1,580.46	\$82,183.92
1 - 4 YRS		\$35.77	\$1,502.34	\$78,121.68	1 - 4 YRS		\$37.20	\$1,562.40	\$81,244.80	1 - 4 YRS		\$38.69	\$1,624.98	\$84,498.96
4 + YRS		\$37.52	\$1,575.84	\$81,943.68	4 + YRS		\$39.02	\$1,638.84	\$85,219.68	4 + YRS		\$40.58	\$1,704.36	\$88,626.72

APPENDIX B-5

DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position and have completed any required probationary period for such position. Permanent employees are represented by the Union after completing six (6) months of permanent employment as a Firefighter.

- II. **Temporary employees** are non-permanent employees who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, and who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees will be hired from the current Civil Service eligible list and shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union. Temporary employees are excluded from the bargaining unit for the duration of the temporary assignment.

APPENDIX C

CITY OF PORTLAND FIRE DEPARTMENT

Rule for Physical Fitness Testing

Pursuant to Article 31 "Physical Fitness" of the Agreement between the City and Local 740 of the International Association of Firefighters, the following shall govern physical fitness testing of all employees:

1. INTENT

- 1.1. In accordance with 31.1 of the collective bargaining agreement, it is the stated intent of the parties that physical fitness of the employees vitally affects the efficient, safe and productive operation of the fire department and the quality of fire and emergency medical services provided to the public. Furthermore, it is the stated intent of the parties that the implementation of this fire physical fitness program is to encourage and improve the physical fitness of the bargaining unit by improving the fitness result of the affected firefighters, thus causing a reduction in health care risk to the employee.

2. TESTING AND EVALUATION; PHYSICIAN'S CONSENT

- 2.1. Each employee will be required to annually undergo a physical fitness testing and evaluation. The test and evaluation shall be conducted by a qualified person.

2.2 If an employee schedules his/her own physical, he/she is responsible for obtaining it during off-duty hours and in a timely manner to permit testing within the testing schedule. Off-duty time spent in obtaining a physical will not be considered hours worked for overtime purposes and will not be compensated.

3. TESTING EXPENSES AND SCHEDULING

- 3.1. All testing and evaluation under this rule will be done at the City's cost and will be scheduled during employee working hours. In the event that an employee is unable to be tested at his/her regularly scheduled time due to vacation, sick or other leave, an alternative test time will be arranged. The alternative test time will coincide with the employee's work schedule where possible; however, testing which is done during off-duty

hours because of the employee's unavailability due to sick or other leave will be compensated. Testing will not be done while the employee is on vacation time.

4. AREAS OF TESTING; EVALUATION

4.1. The City will test and evaluate each employee in the following areas:

- A. Cardiovascular Endurance;
- B. Muscular Strength and Endurance;
- C. Flexibility.

4.2 Each employee will be given an analysis of his/her test results, an exercise prescription, and will be individually counseled as to particular areas of weakness or strength. A copy of the report shall be provided to the department.

4.3 Each employee must meet or exceed each of the following levels of fitness:

A. Cardiovascular

The cardiovascular evaluation consists of a 3-minute step test. It is performed by stepping up and down on a 12-inch bench at 96 beats per minute for 3 minutes. Pulse is counted for one minute immediately following to determine the score. A passing grade is

as follows:

<u>STEP TEST</u>	<u>RANGE</u>	<u>Men</u>	<u>Women</u>
Acceptable Range	all ages	103-119	106-117

B. Muscular Strength and Endurance

(1) Employees are required to perform either the bench press test or the pushups. They will be evaluated (pass/fail) on the test they choose.

(a) Bench Press Test

This test is determined by pressing a 35 lb. barbell for women and an 80 lb. barbell for men. The number of repetitions for a passing grade is as follows:

68

BENCH PRESS TEST Men Women

Ages:	18-25	22	21
	26-35	21	18
	36-45	18	14
	46-55	13	12
	56-65	10	10

(b) Push-Ups

All employees must perform a minimum of twenty (20) push-ups.

(2) One-Minute Sit-Ups

All employees must perform this test.

This test is performed with bent knees and feet held. Crunches are done to prevent back strain. The score is obtained by the number of successful sit-ups done in one minute. Passing grades are as follows:

<u>ONE MINUTE SIT-UP TEST</u>		<u>Men</u>	<u>Women</u>
Ages:	18-25	38	32
	26-35	35	25
	36-45	29	20
	46-55	24	14
	56-65	18	11

C. **Flexibility**

Sitting with knees slightly bent, reach forward using a flexometer. Three tries are allowed to successfully meet the following passing grades:

<u>FLEXIBILITY TEST</u>	<u>Men</u>	<u>Women</u>
Ages: 18-25	16	19
26-35	16	18
36-45	15	17
46-55	13	16
56-65	11	15

5. REQUIREMENTS

- 5.1 Employees who fail to meet any one of the above fitness levels will not be disciplined for failure to pass but shall be required to participate diligently in an appropriate city-approved remedial fitness program until they are able to meet the fitness levels required. The department shall provide on-duty physical fitness training and remedial fitness programs for employees. Employees who have not passed any one of the required fitness levels as outlined above will be required to participate in the on-duty remedial fitness program provided by the City, and all others are strongly encouraged to participate in physical fitness training while on duty in order to maintain and improve their current fitness levels.
- 5.2 If an employee wishes to be re-tested prior to the City scheduled re-test to see if he/she meets the fitness level or levels failed, the employee may do so by requesting in writing to the Department that a re-test be scheduled. The Department shall attempt to schedule the re-test during the employee's on-duty hours, however, the department may require the employee to be re-tested during off-duty hours without any requirement to provide additional compensation to the employee. Subsequent to the re-test and if the employee fails any part, the employee shall have his/her remedial program adjusted, if warranted, based on the re-test results. If the employee passes all the fitness levels, he/she will not be required to participate in a remedial program.
- 5.3 Progressive discipline will be administered under this rule only if any employee does not diligently participate in the required remedial program after failing to meet a fitness level.

- 5.4 The Fire Department and other appropriate City representatives agree to develop and implement a remedial program or programs which employees can participate in while on duty at their duty station or at a City-approved location. Once developed the programs will be forwarded to the union for review and comment. In addition, a meeting shall be scheduled with the union to review the programs and receive union comments. Subsequent to the meeting, the City may revise the physical fitness programs.
- 5.5. Injuries received during physical fitness testing or while participating in a remedial program will be deemed to have arisen out of and in the course of employment for purpose of eligibility for Workers' Compensation benefits.

6. RETESTING

All employees will be re-tested by the City annually. Following the re-tests, the City will evaluate the test and retest results. A meeting shall be scheduled with the Union to discuss the results.

7. TEMPORARY OR PERMANENT DISABILITIES

Employees who have a short-term disability will be excused from testing until such time as a physician certifies that the employee is capable of being tested. For the purposes of this Article, short term is defined as up to six (6) months. In the event the employee returns to full duty without restrictions within six (6) months, they will be tested in accordance with Section 4 of this agreement within sixty (60) days of their return to work.

In the event of a long-term or permanent disability or a return to work from a short-term disability with restrictions, the timing and method of testing will be determined by the test administrator after consulting with the employee and physician.

In no circumstance will a member of the Fire Department who returned to full duty not be tested during each year of this agreement.

8. ACCESS TO INFORMATION

Each employee's physical fitness test and results shall be treated as a personnel record and shall not be released to the public pursuant to 30 M.R.S.A. 2257 (b).

Fire Chief
Portland Fire Department

Dated: _____

APPENDIX D

SRT TEAM

Up to four (4) employees who have obtained the necessary training and passed the agility test may be selected to function as support to the Police Department's Special Reaction Team. The duties will be to monitor the SRT members' vital functions and provide them with emergency medical treatment as necessary.

Employees will usually respond from off-duty status but may also respond from on-duty status. Employees will be provided with a beeper and will report to the Police Station or the scene, as directed by Police dispatch. Employees are not required to restrict their off-duty activities in any way. They will report to the designated location as soon as possible after being **notified**.

If responding from on-duty, the employee will not leave their assignment until a replacement arrives unless they are authorized to leave by the Deputy Chief. They will receive their regular pay for the duration of that shift and time and one-half for hours worked beyond their normal shift. Employees who respond from off-duty will be paid for those calls as follows: they will receive a minimum of four hours pay or time and one-half times actual hours worked, based on their current hourly rate of pay, whichever is greater. Actual hours worked begin when the employee reports to the designated location and ends when the assignment concludes at that location. Travel time between their home and the scene or Police station is not included in definition of actual hours worked.

Medical supplies will be provided by the Portland Fire Department.

Participants will participate in the Special Reaction Team's operational training.

APPENDIX E
EMERGENCY MEDICAL SERVICES
FIELD TRAINER GUIDELINES

General

The field trainer will be responsible for the training and supervision of their assigned trainee. The field trainer will be assigned to the trainee until all field training standards and goals have been met. The field trainer shall be designated through an interview process, and recommendations from their respective C5 and C9.

The following shall be minimum qualifications:

Be an employee of good standing.

Be willing to provide their services in a positive and constructive manner.

Act as an educator, facilitator of positive experiences and to give the Trainee opportunities to become more comfortable in their new position. The field trainer must be a role model for the delivery of emergency care.

Know and teach field training objectives, philosophy and operational procedures.

Be willing too review the state protocols and rules with the Trainee.

Demonstrate equipment, supplies, their location and operation to the Trainee.

Discuss with the Trainee at the beginning of field training, the Trainee's experience and progress throughout, as well as any special learning needs.

Evaluate the Trainee's performance by reviewing with the Trainee the history, diagnosis, complications and treatment of each patient as soon as possible following each call.

Report to C9, at least biweekly, summarizing the trainee's progress and experiences, which will include strengths and specific recommendations for improvements.

Complete the evaluations, as outlined in the field training manual, to be reviewed by C5, C8, and C9, and take necessary action as directed.

Notify C9/C5 immediately of marginal or unsafe performance and document their behavior on an official report for submission to C3/C5/C8/C9.

In general, you will be responsible for teaching and evaluating the probationary employee and reporting and acting on direction from the supervisory staff so as to ensure that the Department receives the best employee possible upon completion of their probationary period.

**APPENDIX F
HEALTH INSURANCE RESERVE ACCOUNT**

Health plan as proposed by the Health Insurance Advisory Committee referred to in Article 10.2.1.

- Implementation of the new Health Insurance plan (Revised 11/14/2014) would be no sooner than January 1, 2016.
- The wellness programs will be established prior to new Health Insurance Plan being implemented.
- The first year of implementation the proposed Health Insurance plan the deductible will be \$200 for single per year and \$400 for a family per year.
- The second year of implementation of the proposed Health Insurance plan the deductible will increase to \$400 for single per year and \$800 for a family per year.
- Established a reserve account as outline below:

Health Insurance (City of Portland Employee Medical Plan) Reserve Account

Upon implementation of the proposed value-based insurance design that includes wellness components, the City of Portland (“City”) agrees to designate \$150,000 from fund balance to establish a reserve account. Thereafter, following the conclusion and audit completion of each fiscal year, the City will determine if the employee medical plan budget was over-funded or under-funded based on the overall medical budget that was set by the City for that fiscal year. If the medical budget is over-funded, then 15% (represents employee contributions) of that amount will be added to the reserve account. Likewise, if the medical budget is under-funded, then 15% of that amount will be deducted from the reserve account.

The purpose of the reserve account is to provide weekly premium relief to those active employees who contribute to the cost of health insurance for themselves and/or family members. When the reserve account has enough monies above the \$150,000 threshold to cover at least one week of employee contributions, then monies will be returned to active employees in the form of a non-payment obligation from each current contributing employee based on their weekly plan rate. The City will arrange for the non-payment obligation to occur in the second quarter of the following fiscal year.

To illustrate how this would work, below are two (2) examples with the assumed \$150,000 designated as funds for the reserve account.

***Example 1:**

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$15,000,000

- Over-funding results in 15% of \$500,000 (difference between budget and actual) = \$75,000. \$75,000 added to \$150,000 so reserve account is \$225,000.

APPENDIX F (cont)

- Currently, weekly employee contributions total approximately \$52,000.
- This example would produce premium relief in the form of a non-payment obligation of one (1) week for each current contributing employees based on their weekly plan rate in the second quarter of fiscal year 2016. The reserve account balance would then be \$173,000.

***Example 2:**

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$16,000,000

- Under-funding results in 15% of \$500,000 (difference between actual and budget) = (\$75,000).
- \$75,000 would be deducted from the \$150,000 reserve account, leaving a balance of 75,000.

Human Resources and Finance will be responsible for recordkeeping of the reserve account.

Human Resources will continue to provide Labor/Management Health Insurance Advisory Committee with the quarterly reporting packet that includes timely information regarding actual health insurance expenditures compared to the budgeted amounts.

***Examples are for illustration purposes only.**

EXHIBIT G

Local 740 IAFF, Portland Firefighters – RHSA

~~The City agrees to create a Retirement Health Savings Account (RHSA) for Members of the collective bargaining unit. The RHSA will contain the following provisions:~~

~~1. Employees shall not be eligible to participate in the RHSA until they have successfully completed their six-month probationary period.~~

~~2. A participant in the RHSA will contribute pre-tax dollars, via payroll deduction, to the RHSA, in the following amounts:~~

~~a. Sick Leave Accrual Contribution — In those instances where the employee's sick leave accrual at the end of the year (2021) reaches the number of hours designated below, the City agrees to contribute the monetary equivalent rate of compensation for the hours set forth below:~~

- ~~i. less than 400 hours — 0 hours contributed~~
- ~~ii. 400 hours to 599 hours — 20 hours contributed~~
- ~~iii. 600 hours to 799 hours — 40 hours contributed~~
- ~~iv. 800 hours to 999 hours — 60 hours contributed~~
- ~~v. 1000 hours to 1199 hours — 80 hours contributed~~
- ~~vi. 1200 hours to maximum — 100 hours contributed~~

~~b. Catch up Contributions — In the first year of the plan only, at the end of calendar year 2021, employees whose accruals eclipse the figures set forth above will be allowed to contribute "catch up" amounts as follows: Employees who reached 600 plus hours will be able to contribute 40 hours plus the 20 hours for the prior (400 hour) step. For employees with 800 plus hours, they will be able to contribute the 60 hours, plus the 40 hours plus the 20 hours for a total of 120 hours; and so on and so forth to the highest step.~~

~~c. Completion of Service — Upon completion of service with the Fire Department, fifty percent (50%) of all employee's compensable time as set forth in the CBA for termination pay, shall be deposited by the City into the employee's RHSA at the then monetary equivalent rate of compensation. The other fifty percent (50%) shall be paid to the employee in cash.~~

~~3. A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment.~~

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND LOCAL 740 INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

ORDERED, that the Collective Bargaining Agreement between the City of Portland and Local 740 International Association of Firefighters, AFL-CIO for the period of January 1, 2024 through December 31, 2026 is hereby approved substantially in the form attached hereto; and

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

Formula for New Program Costing on Tax Rate

1) FY24 Valuation:	14,879,000,000	\$430,000
2) FY24 Tax Rate (Total City & School): Levy / (Valuation/1000)		\$14.41
(a) FY24 Tax Rate (City):		\$6.34
(b) FY24 Tax Rate (County):		\$0.62
(c) FY24 Tax Rate (School):		\$7.45

FISCAL IMPACT NOTE	FY24		FY25	
Portland Fire Department Wage Changes Due to Contract Negotiations - Funds for FY24 to support this agreement have been included in the Finance Comittee's Recommended Budget scheduled for approval on June 3.	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:				
ADD: NEW ITEM ANNUAL EXPENDUTURES		\$430,000		\$1,352,243
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$430,000	\$430,000	\$1,352,243	\$1,352,243
New Program Impact to the Tax Rate	\$1.0000	\$1.0000	\$3.1448	\$3.1448
New Program % Impact on Tax Rate	15.7729%	6.9396%	49.6018%	21.8234%
Tax Rate Inlcuding New Program	\$15.41	\$15.41	\$17.55	\$17.55

FY26	
City Rate	City / Sch Combined Rate
	\$2,067,675
	\$0
\$2,067,675	\$2,067,675
\$4.8085	\$4.8085
75.8446%	33.3695%
\$19.22	\$19.22



MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER EXTENDING THE DECLARATION OF A STATE OF LIMITED
EMERGENCY AT 654 RIVERSIDE STREET**

ORDERED, that the Order Declaring a State of Limited Emergency at 654 Riverside Street, approved as Order 37-23/24 on November 13, 2023 and amended by Order 120-23/24 on February 5, 2024, is hereby further amended to include all the provisions of Order 37-23/24 and Order 120-23/24 and to extend the Declaration of a State of Limited Emergency to August 19, 2024; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute any related documents necessary or convenient to carry out the intent of this Order; and

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

City of Portland | Executive Department
Danielle P. West, City Manager



To: Mayor Mark Dion & Portland City Council Members
From: Danielle P. West, City Manager
Date: June 3, 2024
Re: Extension of Order 37 (temporary expansion of HSC capacity)

This memo is intended to communicate the continued need for expanded capacity at the City's Homeless Services Center. On May 28, 2024, the Planning Board approved a major site plan amendment that allows for the capacity to expand permanently by 50 beds. A Certificate of Occupancy was issued by the Department of Permitting & Inspections on May 30, 2024, allowing the permanent expansion to be implemented.

An appeal of the Planning Board's decision may be filed within 30 days after its vote. In the event an appeal is filed. Based on guidance from the Corporation Counsel's office, staff recommend that Order 37-23/24 be extended until August 19, 2024 to prevent an immediate disruption in the availability of shelter beds to the dozens of guests that rely on them nightly, in the event an appeal is filed.

The Need for Additional Capacity

Originally, a 208-bed capacity was proposed by staff, and approved by the Planning Board. Although the active square footage of the HSC allows for more beds to be safely installed and accessed, this smaller number was proposed by City staff in accordance with six-foot social distancing protocols in place at the time, a result of the COVID-19 pandemic.

However, by the time the HSC opened its doors in March 2023, the landscape had changed. The Federal Government ended important benefits provided during the pandemic, such as emergency rental assistance. In addition, housing costs had increased dramatically, with the median sales price for a single-family home in Maine increasing 63% between 2018 and 2023.¹ (Over that same period in Cumberland County, the median sales price for a single-family home increased by 73%.) Lastly, COVID-19 had exacerbated challenges for individuals with mental health and substance use disorders, in part because accessing treatment became more difficult.

¹ "Annual Home Sales Statistics by County", Maine Association of Realtors, www.mainerealtors.com

Limited data also suggests that drug use increased after the national emergency was declared in 2020.²

As a result of these changes, the HSC was at capacity almost immediately upon opening. There would continue to be zero capacity for nearly eight months when, in November 2023, the City Council passed Order 37, allowing the temporary expansion of the HSC by 50 beds.

More Beds Available, More People Served

After the expansion took effect, a total of 99 people living at a hazardous encampment at Harbor View Park moved into the HSC. City staff and community partners continued their outreach work to people at other encampments, and many chose to seek shelter and services available at the HSC.

Since the Council first approved the temporary increase in shelter capacity, the HSC has sheltered an estimated average of 222 individuals on a nightly basis, representing an 86% occupancy rate. On many nights, the number of people sheltered at the HSC exceeds 240.

As a result of this expansion, many more people have been able to access health and housing navigation services, as well as Medication Assisted Treatment (MAT) of substance use disorders.

Operational Improvements at HSC

Since the HSC opened a little over a year ago, staff have also made operational improvements to address concerns received from some members of the public.

Among those improvements is the installation of a trash can and sharps container in a small plaza close to the intersection of the property's driveway and Riverside Street, which has helped improve the cleanliness of the immediate vicinity. In addition, staff plan to install a new crosswalk adjacent to the driveway of the HSC this season. This crosswalk will be lit, and is expected to address reports of shelter guests crossing Riverside Street at multiple locations between the HSC and Forest Avenue. Lastly, shelter staff monitor the trails and outdoor areas surrounding the HSC to discourage inappropriate use.

Background

The HSC reached its 208-bed capacity almost immediately after it began operating in March 2023. It remained at capacity until November 2023, when the City Council enacted a temporary,

² "COVID-19 and Substance Use", National Institute on Drug Abuse, www.nida.nih.gov

50-bed expansion in response to the significant number of unsheltered individuals sleeping outdoors. The City Council extended the temporary expansion in February 2024.

At a meeting in March 2024, the Council's Health & Human Services Committee received unanimous feedback from nonprofit service providers regarding the importance of the increased shelter capacity. At a subsequent Committee meeting in April 2024, Committee members expressed unanimous support for City staff to pursue making that capacity increase permanent.

This change required the Planning Board's consideration and approval of an amendment to the original major site plan application, which was granted on May 28 after a public hearing.

Members of the HSC's Neighborhood Advisory Committee, which includes various stakeholders from the Riverton community, were notified of the expansion proposal via email and at the Advisory Committee's May 6, 2024 meeting.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER EXTENDING THE DECLARATION OF A STATE OF
LIMITED EMERGENCY AT 654 RIVERSIDE STREET**

ORDERED , that the Order Declaring a State of Limited Emergency at 654 Riverside Street, approved as Order 37-23/24 on November 13, 2023, is hereby amended to include all the provisions of Order 37-23/24 and to extend the Declaration of a State of Limited Emergency to June 3, 2024 and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute any related documents necessary or convenient to carry out the intent of this Order.

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER DECLARING A STATE OF
LIMITED EMERGENCY AT 654 RIVERSIDE STREET**

WHEREAS, as the result of many factors, the City of Portland experienced an upswell in its unhoused population in 2023; and

WHEREAS, some of these factors include, among other things, the conclusion of federal Emergency Rental Assistance program benefits, an increase in the number of asylum-seeking individuals and families seeking assistance from the City of Portland, and a shortage of affordable housing in the City and region; and

WHEREAS, the new City of Portland Homeless Services Center (HSC) reached capacity within one day of its opening on March 27, 2023, with each of its 208 beds being occupied every night since; and

WHEREAS, this confluence of factors has resulted in an overwhelming increase in unsheltered individuals sleeping outside, in places not meant for human habitation; and

WHEREAS, on June 4, 2023, City staff observed 168 tents on public and private property in Portland. An increase in the number of tents in Portland has been observed nearly every week since, such that, from June 4 to September 15, the number of tents in the City increased by over 42%; and

WHEREAS, on September 15, 2023, more than 239 tents were observed throughout the City; and

WHEREAS, in 2023, the City has received many requests to address the health and safety hazards at and near encampments within the city, including requests to address trash, sanitation conditions, domestic violence, criminal conduct, sexual assaults, stabbings, theft, overdoses, and even fatalities; and

WHEREAS, in 2023, eight fatalities have occurred so far at encampments, including one homicide, and seven fatal overdoses; and

WHEREAS, on May 31, 2023, the City held the first meeting of its Encampment Crisis

Response Team (ECRT), which was established to help unhoused individuals living at encampments transition to shelter or housing prior to the scheduled resolution of that encampment. An estimated 30 social services and housing nonprofits have joined the ECRT in support of its housing-focused mission; and

WHEREAS, the ECRT worked to transition unhoused individuals at the Fore River Parkway Trail encampment for three (3) months, coordinating the delivery of regular meals and providing restroom facilities and water, and working to find housing for all who were there; and

WHEREAS, costs associated with the ECRT's work at the Fore River Parkway Trail encampment included the delivery of basic services to individuals; the removal of abandoned materials and debris after the encampment's resolution, and mitigating hazards such as human waste and hypodermic needles so that the public could safely access the public trail once more; and

WHEREAS, ECRT work at the Fore River Trail Encampment over the summer of one-on-one contact and at the end during its clean-up in September cost the City more than \$65,000+/- for various services, which does not include staff time; and

WHEREAS, City staff and elected officials have received numerous expressions of concern, fear, and outrage from citizens and business owners related to the dangerous and illegal behaviors commonly observed at encampments, as well as direct threats to their personal safety and negative impact on small businesses; and

WHEREAS, a Homelessness Information & Listening Session was held by the City and City Council on June 13, 2023 at Ocean Gateway attending by approximately 300 people, many of whom brought questions and suggestions, and in a follow-up Frequently Asked Questions document, published responses to some of the ideas expressed, available here: <https://content.civicplus.com/api/assets/e10a1c0c-c3ed-4f90-a593-bcd0d89184b5>; and

WHEREAS, on June 29, 2023, the City Manager and Mayor sent a letter to Governor Janet Mills requesting help housing some of the more than 1,500 asylum seekers who had arrived at the City in 2023, many of whom are housed in the City's family homeless shelter and its Homeless Services Center, suggesting the Maine National Guard could help set up temporary facilities to come to the City's aid; and

WHEREAS, while state funding has been provided to the City, no specific emergency shelter or transitional housing proposals have been received to date, leaving the City on its own to figure out a solution to the encampments as the weather grows cold and the unhoused need indoor shelter to survive;

NOW THEREFORE BE IT ORDERED, that the Mayor and City Council of the City of Portland, do hereby declare and order that a civil state of limited emergency exists

within the City of Portland at the site of its Homeless Services Center at the property located at 654 Riverside Street; and

BE IT FURTHER ORDERED, that, within the property contained at the Homeless Services Center, the laws and rules outlined in the Land Use Code, including, but not limited to, the Site Plan, Subdivision, and other procedures applicable to the City planning and land use application and review processes contained in Chapter 14, as well as the requirements in the Homeless Services Center Site Plan Approval and Management Plan, to the extent, among other things, that they impose limitations on the number of shelter beds, amount of time permitted for the holding of public hearings, the certification of applications, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and any such time limitations are tolled for the duration of the limited emergency established by this Order; and

BE IT FURTHER ORDERED, that, within the property contained at the Homeless Services Center at 654 Riverside Street the rules and laws relating to Buildings and Building Regulations (Chapter 6) and Fire Prevention and Protection (Chapter 10) are suspended for the duration of the limited emergency established by this Order; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to implement an increased capacity of the HSC by an additional Fifty (50) beds, according to the schedule of the installation of beds and any other necessary facilities following consultation with the Landlord of the facility, DC Riverside LLC; and

BE IT FURTHER ORDERED, that this Order shall remain in effect until November 20, 2023, wherein it shall be placed on the City Council's agenda for review in order to discuss the continued need for the declaration and the additional beds at the HSC as a result of the opening of a second homeless shelter at 166 Riverside Industrial Parkway, which will house many of the present inhabitants of the Homeless Services Center at 654 Riverside Street, again following consultation with the Landlord of the facility, DC Riverside LLC; and

BE IT FURTHER ORDERED, that if any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect and to this end, the provisions of this Proclamation are severable.



To: Mayor Dion and Members of the Portland City Council
CC: Danielle P. West, City Manager
From: Shaza Stevenson, Interim HHS Director and Aaron Geyer, Social Services Director
Date: February 2, 2024
Re: Homeless Services Center 50-Bed Increase Update and Recommendation

At the November 13, 2023 City Council meeting, the Council affirmatively voted to temporarily increase shelter bed capacity by 50 beds (from 208 to 258) at the Homeless Services Center (HSC) at 654 Riverside Street by declaring a limited State of Emergency. This increased capacity allowed the City to provide more shelter beds to individuals sleeping outside. As the limited State of Emergency is set to expire on February 5, 2024, we are herein providing the Council with an update on the usefulness of the additional shelter beds and our recommendation to extend the limited emergency.

As you may recall, HSC staff quickly implemented a plan to begin increasing beds systematically by adding 10 beds the week of the Council approval, and then incrementally increasing by 10, 15, and 15 beds in the following weeks. (This incremental increase was necessary due to a limit on the number of new clients staff have the capacity to intake each day.) The increased capacity was fully operational in time for the end of the unseasonably mild temperatures and the completion of the Harbor View and Douglas Street encampment resolutions.

Through the outreach efforts of our dedicated staff and partnering organizations, and by holding available beds specifically for those living in encampments, the HSC has served 602 unique individuals since the Council vote in November. Those 602 individuals have received a total of 15,390 bed nights, which equates to around 25.5 bednights as an average length of stay thus far.

The fiscal impact breaks down as follows:

- Start-up costs: \$38,000 (includes beds, mattresses, linens and lockers, all one-time costs that will not increase with an extension of the current 50-bed increase);
- Increased Food: \$712.50/day (\$21,360/month); and
- Increased Staffing: \$750/day (\$22,500/month).

Other expense increases related to an increased need for toiletries, utilities, laundry services, and more are difficult to quantify with certainty at this time, but do carry an additional cost (likely under \$15,000 each month).

It is important to note that if this increase in capacity was to be considered on a permanent basis, HHS would recommend hiring additional permanent staff to fill the increased need to maintain quality of services and safety including:

- 2 overnight shelter attendants;
- 1 day shelter attendant to maintain safety; and
- 1 housing navigator embedded at the shelter to maintain successful housing placement caseloads.

With staff adjusted and startup costs already paid for, it would cost roughly \$52,000 monthly to extend the increased capacity.

This past January, the Police Department reported no overdose fatalities, the last month PD had no overdose deaths was over 2 1/2 years ago in April 2021. January 2024 also saw a 20% decrease in overdoses from January 2023. While overdose deaths saw a significant drop; Narcan administrations at the HSC experienced a significant spike, with 38 Narcan doses. Narcan administrations had been an infrequent incident at the HSC before January 2024, but then with the increase in Narcan administrations, the HSC had to add a new section to their incident reports. It is likely that getting people into shelter is helping prevent those fatalities.

The 258 beds have been a good threshold point since the HSC has been in a stasis since early January with roughly 20 beds available every morning. Due to the success and positive impacts seen with the bed increase, it is our recommendation that the HSC's 50-bed increase be extended until the Council's June 3, 2024 meeting, especially as we are still in the midst of winter weather.

Overall, we commend the HHS and HSC staff for their all-hands on deck approach to making this increased capacity successful, for stepping up to deliver additional services quickly and successfully to so many new clients.

Order 37-23/24

Passage: FAILED 4-5 (Dion, Zarro, Trevorrow, Pelletier, Phillips opposed) on 10/2/2023

Motion to postpone indefinitely: 5-4 (Rodriguez, Ali, Trevorrow, Snyder opposed) on 10/2/2023

Motion to reconsider:

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER DECLARING A STATE OF
LIMITED EMERGENCY AT 654 RIVERSIDE STREET**

WHEREAS, as the result of many factors, the City of Portland experienced an upswell in its unhoused population in 2023; and

WHEREAS, some of these factors include, among other things, the conclusion of federal Emergency Rental Assistance program benefits, an increase in the number of asylum-seeking individuals and families seeking assistance from the City of Portland, and a shortage of affordable housing in the City and region; and

WHEREAS, the new City of Portland Homeless Services Center (HSC) reached capacity within one day of its opening on March 27, 2023, with each of its 208 beds being occupied every night since; and

WHEREAS, this confluence of factors has resulted in an overwhelming increase in unsheltered individuals sleeping outside, in places not meant for human habitation; and

WHEREAS, on June 4, 2023, City staff observed 168 tents on public and private property in Portland. An increase in the number of tents in Portland has been observed nearly every week since, such that, from June 4 to September 15, the number of tents in the City increased by over 42%; and

WHEREAS, on September 15, 2023, more than 239 tents were observed throughout the City; and

WHEREAS, in 2023, the City has received many requests to address the health and safety hazards at and near encampments within the city, including requests to address trash, sanitation conditions, domestic violence, criminal conduct, sexual assaults, stabbings, theft, overdoses, and even fatalities; and

WHEREAS, in 2023, eight fatalities have occurred so far at encampments, including one homicide, and seven fatal overdoses; and

WHEREAS, on May 31, 2023, the City held the first meeting of its Encampment Crisis Response Team (ECRT), which was established to help unhoused individuals living at encampments transition to shelter or housing prior to the scheduled resolution of that encampment. An estimated 30 social services and housing nonprofits have joined the ECRT in support of its housing-focused mission; and

WHEREAS, the ECRT worked to transition unhoused individuals at the Fore River Parkway Trail encampment for three (3) months, coordinating the delivery of regular meals and providing restroom facilities and water, and working to find housing for all who were there; and

WHEREAS, costs associated with the ECRT's work at the Fore River Parkway Trail encampment included the delivery of basic services to individuals; the removal of abandoned materials and debris after the encampment's resolution, and mitigating hazards such as human waste and hypodermic needles so that the public could safely access the public trail once more; and

WHEREAS, ECRT work at the Fore River Trail Encampment over the summer of one-on-one contact and at the end during its clean-up in September cost the City more than \$65,000+/- for various services, which does not include staff time; and

WHEREAS, City staff and elected officials have received numerous expressions of concern, fear, and outrage from citizens and business owners related to the dangerous and illegal behaviors commonly observed at encampments, as well as direct threats to their personal safety and negative impact on small businesses; and

WHEREAS, a Homelessness Information & Listening Session was held by the City and City Council on June 13, 2023 at Ocean Gateway attending by approximately 300 people, many of whom brought questions and suggestions, and in a follow-up Frequently Asked Questions document, published responses to some of the ideas expressed, available here: <https://content.civicplus.com/api/assets/e10a1c0c-c3ed-4f90-a593-bcd0d89184b5>; and

WHEREAS, on June 29, 2023, the City Manager and Mayor sent a letter to Governor Janet Mills requesting help housing some of the more than 1,500 asylum seekers who had arrived at the City in 2023, many of whom are housed in the City's family homeless shelter and its Homeless Services Center, suggesting the Maine National Guard could help set up temporary facilities to come to the City's aid; and

WHEREAS, while state funding has been provided to the City, no specific emergency shelter or transitional housing proposals have been received to date, leaving the City on its own to figure out a solution to the encampments as the weather grows cold and the unhoused need indoor shelter to survive;

NOW THEREFORE BE IT ORDERED, that the Mayor and City Council of the City of Portland, do hereby declare and order that a civil state of limited emergency exists within the City of Portland at the site of its Homeless Services Center at the property located at 654 Riverside Street; and

BE IT FURTHER ORDERED, that, within the property contained at the Homeless Services Center, the laws and rules outlined in the Land Use Code, including, but not limited to, the Site Plan, Subdivision, and other procedures applicable to the City planning and land use application and review processes contained in Chapter 14, as well as the requirements in the Homeless Services Center Site Plan Approval and Management Plan, to the extent, among other things, that they impose limitations on the number of shelter beds, amount of time permitted for the holding of public hearings, the certification of applications, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and any such time limitations are tolled for the duration of the limited emergency established by this Order; and

BE IT FURTHER ORDERED, that, within the property contained at the Homeless Services Center at 654 Riverside Street the rules and laws relating to Buildings and Building Regulations (Chapter 6) and Fire Prevention and Protection (Chapter 10) are suspended for the duration of the limited emergency established by this Order; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to implement an increased capacity of the HSC by an additional Fifty (50) beds, according to the schedule of the installation of beds and any other necessary facilities following consultation with the Landlord of the facility, DC Riverside LLC; and

BE IT FURTHER ORDERED, that this Order shall remain in effect until November 20, 2023, wherein it shall be placed on the City Council's agenda for review in order to discuss the continued need for the declaration and the additional beds at the HSC as a result of the opening of a second homeless shelter at 166 Riverside Industrial Parkway, which will house many of the present inhabitants of the Homeless Services Center at 654 Riverside Street, again following consultation with the Landlord of the facility, DC Riverside LLC; and

BE IT FURTHER ORDERED, that if any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect and to this end, the provisions of this Proclamation are severable.

City of Portland | Executive Department

Danielle P. West, *City Manager*



To: Mayor Snyder and Members of the Portland City Council

From: Danielle P. West, City Manager

Date: September 29, 2023

Re: Limited Emergency Order 37-23/24

As requested by the City Council at its September 26, 2023 workshop held to consider this emergency order proposal, this memo provides additional information related to Homeless Services Center (HSC) and Encampment Crisis Response Team (ECRT) operations, among other administrative processes and programs. Materials on the City's response to this crisis, and steps taken to date can be found [here](#). Additional information regarding the City's work to prevent homelessness can be found [here](#).

A. Homeless Services Center (HSC)

At the workshop, the Council asked about the definition of a low-barrier shelter. Pursuant to Maine State Housing Authority (MaineHousing) rules, a low-barrier shelter is defined as an "[e]mergency [s]helter that does not require any of the following for a client to stay at the shelter: (i) criminal background checks, (ii) credit checks or income verification, (iii) program participation, (iv) sobriety, or (v) identification. Low Barrier Shelters may, however, enforce safety requirements for self, staff, place, and others." (99-346 Chapter 19).

The HSC is considered a low-barrier shelter, going well beyond the criteria established by MaineHousing by providing 24/7 access; offering services focused on breaking the homelessness cycle through securing long-term housing; direct access to harm reduction services and connections to recovery programs; providing secure storage; treating guests with dignity and respect; providing safety and security through de-escalation; being staffed by highly-trained, culturally-competent employees; and providing onsite physical and mental healthcare.

In fact, after a tour of the HSC on August 1, 2023, the United States Department of Housing and Urban Development (HUD) Regional Administrator, Juana Matias, shared her impressions of the facility via email:

"What a great facility – clean, well designed, spacious, highly functional – the attention to detail was remarkable. Equally impressive were some of the operational and administrative protocols you have incorporated – the early check in procedures, the abundance of shuttle service, the privacy afforded clients, and the storage opportunities are all best practices that should be shared with other shelters and service providers. Oh, and the inclusivity and cultural competence on your team, wow, you should be so proud of that."

Next, a question was asked about the in-take process at the HSC. Staff will be present at the 10/2 Council meeting to discuss the process in detail. It is also important to note that the process will be tweaked as part of the ECRT process in order to better serve the individuals at the Marginal Way encampment by conducting it on-site at the encampment.

Third, questions were asked about factors that contribute to unsheltered individuals' reluctance to access the HSC. As highlighted in the ECRT After-Action Report (attached hereto), City staff have addressed or are in the process of addressing many of these so-called "barriers." Specific changes include:

- Conducting the guest intake process and paperwork at encampments;
- Enhancing foster pet resources for unsheltered individuals with pets;
- Establishing a later curfew; and
- Increasing storage capacity for personal belongings.

Lastly, a question was asked about the staffing needed at the HSC as a result of the addition of shelter beds. A 50-bed increase would require the addition of 11 new HSC staff. This would consist of 10 shelter attendants for both day and night coverage, and one Human Service Counselor to assist clients with housing navigation.

The hiring and training of new staff typically takes up to four weeks. All new shelter attendants receive significant individualized attention and supervision for at least their first month of employment. Human Service Counselors go through three-to-four weeks of more intensive training. Staff will work diligently to ensure that this process is completed in a timely manner in order to accommodate the increase in beds at the HSC.

B. Winter 2023-2024 Warming Shelter Plan

A communication on this plan is scheduled for the October 16, 2023 Council meeting. At that time, City staff will describe the outcome of the extensive work that has been conducted to date with local service providers, and the plan for temporary emergency shelter options during hazardous weather conditions in the coming winter season.

C. Increased Investment in City of Portland Outreach Workers and Mobile Medical Unit (MMO)

Two outreach workers were included as part of the approved FY24 budget. An additional two outreach workers will be hired through the use of existing funds, and we hope to have the positions filled and staff trained by November 2023.

Additionally, we are working to bring back an appropriation order in November for action by the Council, which would add at least one position to the MMO team.

D. Enforcement Strategy at Encampments

The Police Department (PD) plans to address safety concerns within encampments through the assignment of dedicated resources and special enforcement details and by addressing obvious criminal activity including, but not limited to, the open use of drugs and alcohol, assaults, and human trafficking. A secondary goal will be to identify stolen property and return it to their owners.

The PD's directed patrol detail (which consists of a supervisor and an officer) will expand their work from 12:00 PM to 8:00 PM to 12:00 PM to 12:00 AM. They will focus specifically on Harbor View Park and Marginal Way.

Additionally, the PD's Crime Reduction Unit (CRU) will be used to conduct the specialized details, targeting drug dealers and those engaged in human trafficking.

The Department's Crime Analyst will also track recent thefts and share a list of items with patrol officers so that they are better prepared to identify and recover recently stolen items.

Finally, Chief Dubois will continue to meet with the District Attorney and Sheriff to discuss this situation and any modifications of their applicable policies that may be necessary to address these specific cases.

E. Properties Explored as Potential Emergency Shelter or Sanctioned Encampment Locations

To date City staff have evaluated multiple properties to increase emergency shelter capacity, or for the establishment of a sanctioned encampment. These properties include:

1) For Sanctioned Encampments:

- Angelo's Acre
 - This lot provides a valuable affordable parking option for members of the public, generating approximately \$70K in annual revenue for the City. It also provides snow ban parking for residents.
 - There are concerns with the stability of the property's rear retaining wall that make this property potentially unsuitable for an encampment.
 - The continued impact on the abutting businesses and residents were causes for concern.
- Somerset/Chestnut Lot
 - This property is used by the City as a snow dump; if a new location was needed for a snow dump, it will require an additional expenditure.
 - The continued impact on the abutting businesses and residents were causes for concern.

- County Way/Westfield
 - Given the proximity to the Fore River encampment, there are concerns regarding the continued impact to this neighborhood.
- Marginal Way Parking Lot (abutting Miss Portland Diner)
 - The small size of this lot and its continued impact on the abutting businesses and residents were causes for concern.
- Homeless Services Center (HSC)
 - Impact on abutting businesses and residents; proximity to open space, trails, and the other shelter residents; and infrastructure required were causes for concern.

2) Properties With Facilities That Could Potentially House Asylum Seekers and/or the Circumstantially Unhoused:

- Baxter School for the Deaf
 - Privately-owned facility, on State-owned property. Due to the deteriorated state of property it was deemed unsuitable by the property owner.
- USM Law School
 - Property owner concerns regarding use and impact.
- Long Creek
 - Property owner concerns regarding use and impact.
- Cambridge Street
 - Currently used for materials storage. Concerns about access and transportation for individuals, as well as neighborhood impact.
- Union Branch Line
 - Layout may pose emergency access challenges. Concern about impact on Deering Oaks Park and its users.
- Mercy Hospital Property (South Side of Fore River)
 - Private property.
 - Continued impact on the property users, abutting businesses, and residents in the area were causes for concern.
- Barron Center
 - Licensing concerns.
 - Vulnerable population located at this Long Term Care Facility.

- Significant need in the community for long term care beds – partnerships are being reviewed wherein buildings on the campus could be used to address the significant need.
- Buildings would need significant investment to be suitable as a housing option for the circumstantially unhoused.

In sum, most of the above locations were determined not to be feasible options due to potentially hazardous site conditions for guests, funding restrictions, property owner reluctance, insurance restrictions, zoning issues, and more.

Furthermore, establishing a new, City-managed emergency shelter or sanctioned encampment location would require a significant investment in terms of staffing, training, security, meals, lavatories, showers, and harm reduction services.

F. MaineHousing Program

The program is based on a Housing First approach and includes the following components:

- A team of providers collaborating to provide Housing Navigation and Stability Workers who are all trained together on the same approach, utilizing best practice as defined by HUD. These workers would assist folks in finding housing and provide a year's stability services to help them retain the housing.
- An organization providing one FTE who would focus on landlord engagement and identifying available units.
- An array of landlord incentives such as sign-on bonuses, security deposits, etc.
- Some flexible funding to assist individuals with alternative housing plans (transportation expenses to stay with family, etc.)
- Some rental assistance in the form of Section 8 and other vouchers.

MaineHousing would fund up to 2/3 of the cost of this program model using funding from the State. This program is expected to be further developed in mid-October by MaineHousing and HUD technical assistants; an implementation timeline will largely depend on how quickly the necessary staff can be hired.

Additionally, MaineHousing has indicated that if anyone (including the City) is looking to expand the number of shelter beds during the winter months, an RFP for projects that add shelter capacity from 11/15/23 – 4/30/24 can be found on the MaineHousing website (www.mainehousing.org/about/rfp).



Encampment Crisis Response Team Fore-River / Frederic St.

After-Action Report

September 22, 2023

Table of Contents

Table of Contents.....	1
Executive Summary.....	3
Emergency Operations Center / NIMS Structure.....	4
Technical Assistance Team Resource.....	6
Calls for Service for Police & Fire.....	7
Tents.....	8
Homeless Services Center (HSC) Bed Data.....	9
Management Objectives.....	10
Control Objectives.....	10
Section 1: Mobile Engagement Center.....	11
Goal / Objective.....	11
Participants.....	11
Key Findings.....	11
Analysis.....	12
Section 2: By Name List / Case Conferencing.....	14
Goal / Objective.....	14
Participants.....	14
Key Findings.....	14
Analysis.....	15
Section 3: Housing Matching.....	16
Goal / Objective.....	16
Analysis.....	16
Section 4: Inventory Management.....	17
Goal / Objective.....	17
Participants.....	17
Key Findings.....	17
Analysis.....	18
Section 5: Landlord Management.....	19
Goal / Objective.....	19
Analysis.....	19
Section 6: Performance and Data Management.....	20
Goal / Objective:.....	20
Participants.....	20
Analysis.....	20
Section 7: Basic Needs and Logistics.....	21

Goal / Objective.....	21
Participants.....	21
Key Findings.....	21
Analysis.....	22
Section 8: Communications.....	23
Goal / Objective.....	23
Participants.....	23
Key Findings.....	23
Analysis.....	23
Section 9: Encampment Resolution.....	25
Participants.....	25
Key Findings.....	25
Analysis.....	25
Section 10: Finance.....	27
Goal / Objective.....	27
City expenses at the Fore River / Frederic St. encampment to September 20, 2023.....	27
Annex A: Participating Organizations.....	28
Annex B: Acronyms.....	29
Annex C: Photos of Basic Needs and clean up Provided by the City.....	30

Executive Summary

The Encampment Crisis Response Team (ECRT) was established to help transition unhoused individuals living at encampments into shelter or housing before the scheduled resolution of an encampment. The creation of this team was guided by best practices and technical assistance from staff at the Corporation for Supportive Housing in coordination with the U.S. Department of Housing & Urban Development.

The ECRT held its first meeting on May 31, 2023, which was attended by representatives from approximately 30 nonprofit social service and housing organizations, and led by City of Portland staff from various departments. Engagement with unhoused individuals at the Fore River encampment began June 7, 2023.

Over the course of the next 14 weeks, the ECRT worked to build trust, meet basic needs, and transition unhoused individuals at Fore River to shelter and housing. Portable restroom facilities, a trash dumpster, and water lines were temporarily installed to address sanitation issues, and meals were regularly delivered. When beds at the Homeless Services Center (HSC) became available, individuals at the encampment were the first to be offered access to those beds. Between the end of June and September 6, a total of 180 shelter beds were offered.

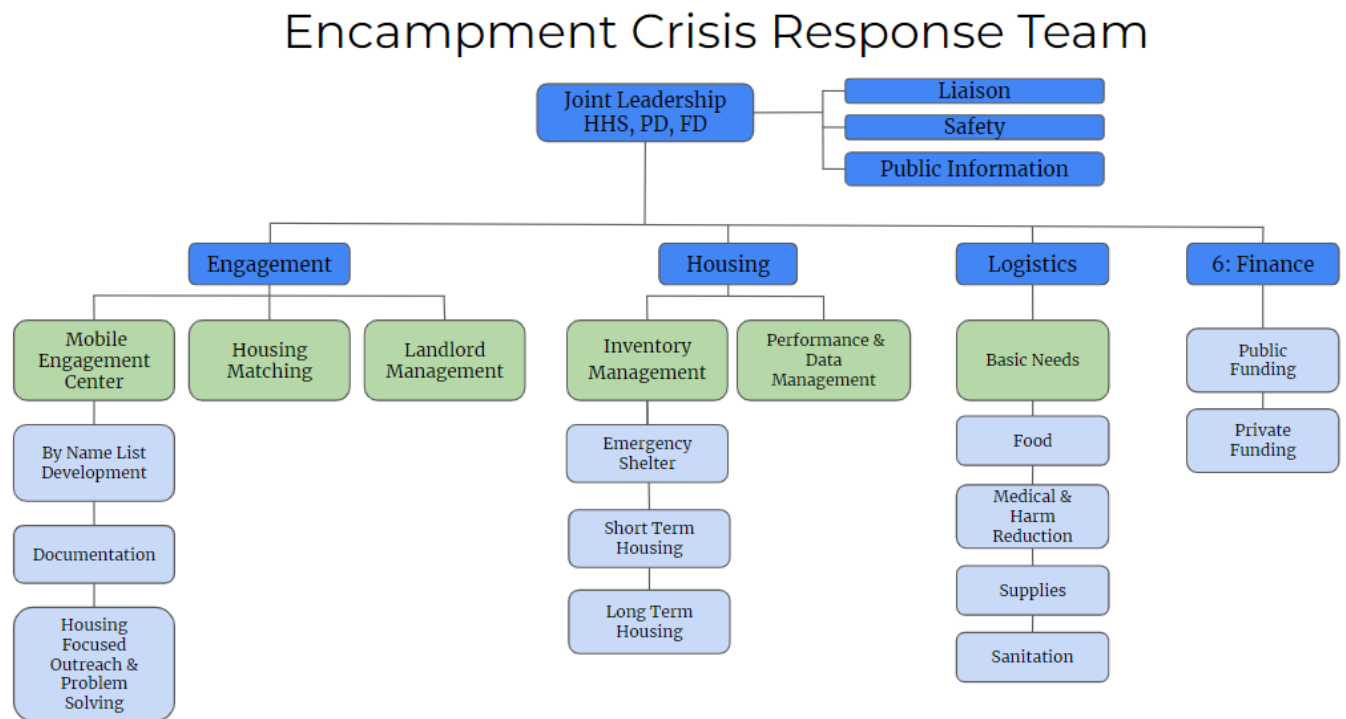
Over the course of the ECRT activation, 18 individuals (or 25% of the population) moved into shelter or housing. While ECRT members are disappointed with that outcome, we believe the process has helped highlight strategic weaknesses for us to address going forward, as well as strengths for us to capitalize on.

Based on our evaluation of those strengths and weaknesses, the ECRT plans to make deliberate adjustments to its operations at other encampments that have been identified as hazardous. These changes include:

- Introducing new efficiencies to the ECRT structure to streamline communications and focus resources;
- Reducing barriers to individuals' willingness to accept beds at the HSC;
- Improved marketing of HSC, its amenities, and its guidelines to potential guests;
- Employing per diem outreach staff to control quality of outreach to unhoused individuals;
- Improve communications both internally and externally, recommendation to create a communications group for developing; agendas, minutes, public information, council updates, signage and flyers for the encampment, etc.
- Consider consolidating sections or groups to avoid duplication and overlap of responsibilities and will reduce the amount of meetings;
- Setting real expectations around what the resolution process looks like both verbally and written

Emergency Operations Center / NIMS Structure

The City established an Emergency Operations Center (EOC) for dealing with this particular encampment very similar to what we did during the Covid pandemic and the asylum seekers at the Expo. This is a best practice model which uses an Incident Command System (ICS) & National Incident Management System (NIMS) approach allowing for all levels of government, nonprofits and the private sector to work together to recover from the effects of an incident. This type of structure ensures that incidents are properly managed and communications are effectively coordinated during an incident. Regular briefings were held three to four times weekly that included an Incident Action Plan (IAP), which we used as our playbook. Please see the organizational chart below.



The first large group meeting for the ECRT was on May 31, 2023 and several of the smaller groups had their initial meetings on June 7, 2023 and began meeting regularly soon thereafter.

Name of Group	Number of Meetings	Time period
ECRT Leadership	52	5/31/23 - 9/8/23
Mobile Engagement Center (MEC)	7	6/7/23 - 9/8/23
Inventory Management	11	6/7/23 - 9/8/23
BNL / Case Conferencing	19	6/15/23 - 9/8/23
Basic Needs	16	6/7/23 - 9/1/23
Large Group	3	5/31/23 - 8/10/23

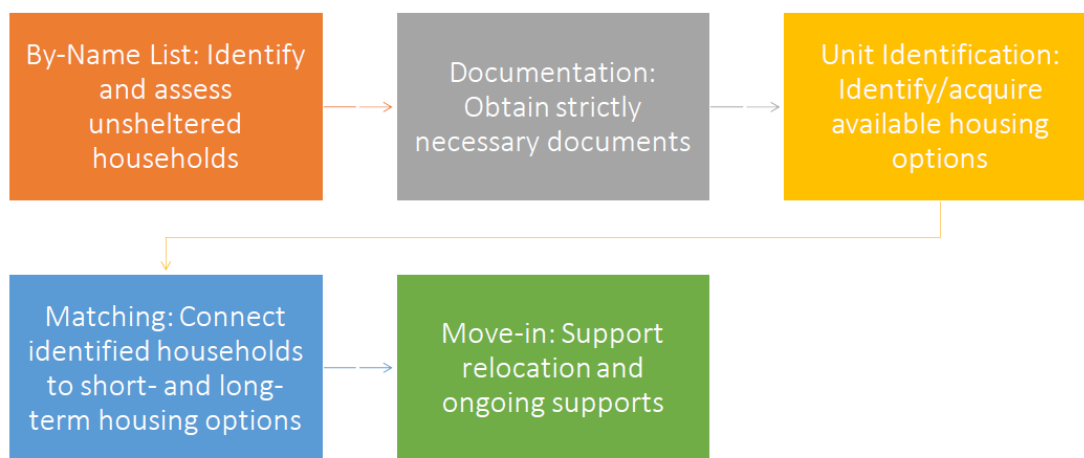
- ECRT Leadership has met weekly with HUD Technical Assistance since July 10, 2023 after and in addition to several other meetings together. HUD Technical Assistance made their first site visit to Portland on May 30, 2023
- The Mobile Engagement Center held a Grounding Session on Authentically Collaborating with People with Lived Experience of Homelessness on July 19th, 2023 that was provided by HUD Technical Assistance
- The Housing Inventory Management group organized four housing fairs that occurred weekly starting on August 10, 2023
- The Performance and Data Management group was a small group that met on an as-needed basis (See: Section 6 for additional information)
- The following groups held debriefing sessions the week of September 11, 2023: ECRT Leadership with HUD Technical Assistance, Mobile Engagement Center, Inventory Management, Basic Needs

Technical Assistance Team Resource

Corporation for Supportive Housing had been assigned by HUD to provide technical assistance to Portland to support the development of housing solutions for people experiencing unsheltered homelessness.

- Tashmia Bryant, Senior Program Manager
- Hannah Roberts, Senior Program Manager

Creating a Housing-Focused Effort



Calls for Service for Police & Fire

FREDERIC STREET/FORE RIVER PARKWAY ENCAMPMENT **(1/2023-9/6/2023)**

CALLS FOR SERVICE:cas

2022 total CFS: 70

2023 YTD CFS: 158

Police	2022	2023
APR	2	17
MAY	6	37
JUN	6	31
JUL	1	30
AUG	11	39
Fire	2022	2023
Jan. 1-Sept 6	142	258

Notable Calls:

23-002992 Homicide of Nicholas Gardner

23-025050 Weapons Possession (Male chased employee with a crowbar and gas can)

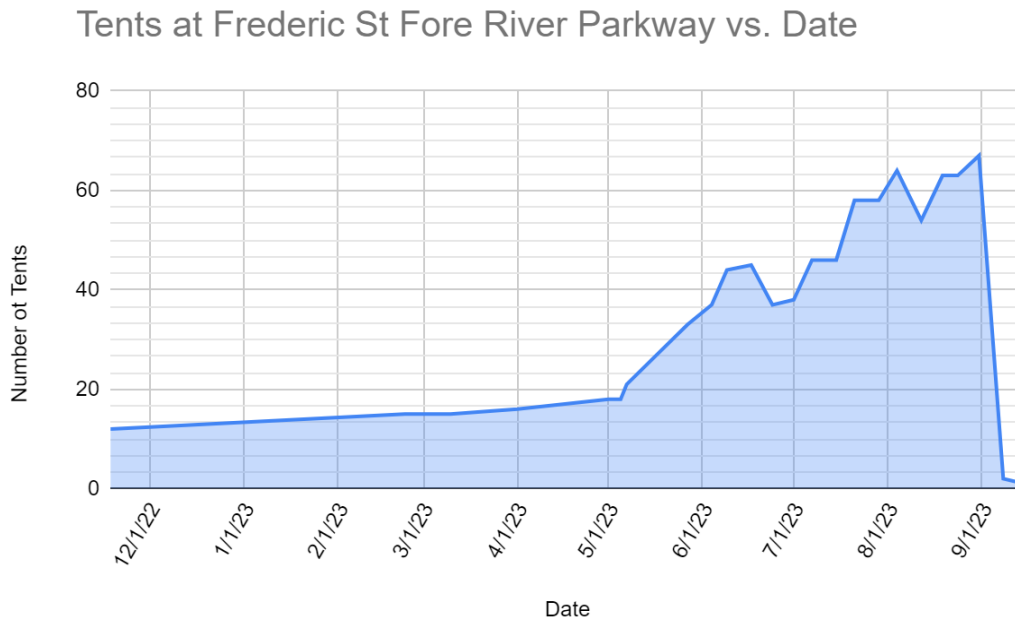
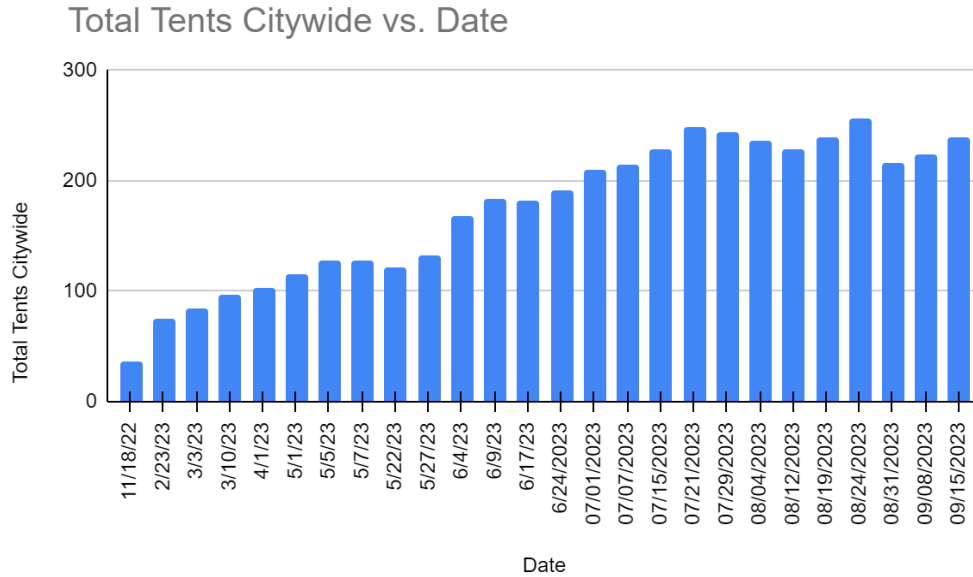
*Important to note that calls for the businesses at 17 Westfield rose significantly during the time of the encampment. There were 9 calls in 2022 from Jan-Sept and 36 for the same period in 2023. Mostly burglaries to the businesses, people refusing to leave, and disturbances directly related to the encampment.

Overdoses:

- 13 Overdoses on trail or in parking lot in 2023
- Zero Overdoses in 2022

Tents

This data is collected weekly with information observed by Park Rangers

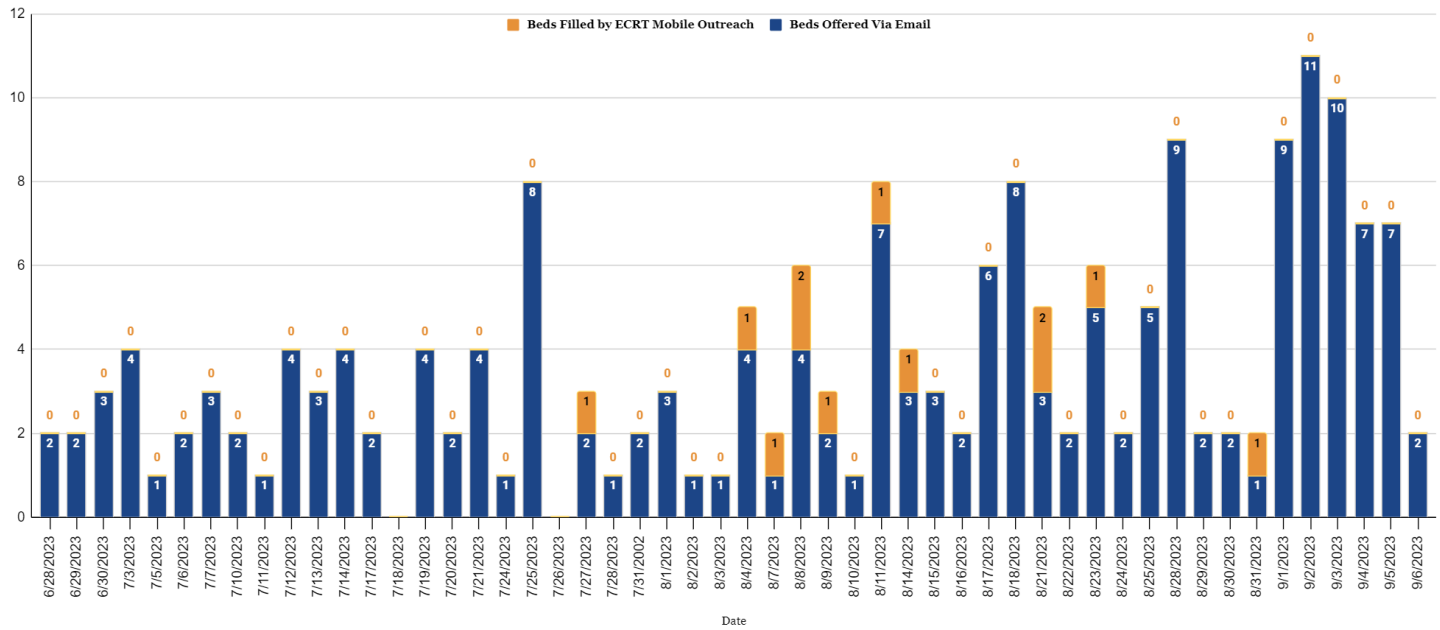


- The maximum number of tents at the Frederic St / Fore River Encampment was 67 tents on August 31, 2023

Homeless Services Center (HSC) Bed Data

From June 28th to Sept 6th, 2023 the HSC served 352 unique individuals (239 men and 113 women). During the same time period, 180 total beds were offered to ECRT mobile outreach as shown on the graph below.

Total HSC Beds Available and Total Beds Offered to ECRT Mobile Outreach (via email)



Management Objectives

- To find temporary or permanent housing for the homeless / unsheltered population at the identified encampment.
- Ensure coordinated, timely and accurate release of public information.
- Foster and maintain communication & relationships with all community partners and stakeholders.
- Maintain public safety and public health throughout the City by mitigating campsites.
- Maintain fiscal accountability and keep costs commensurate with values at risk.

Control Objectives

- The ECRT will meet as a large group for updates and group planning on an as needed basis.
- The ECRT will develop a process for collecting, forecasting, and sharing emergency shelter bed availability.
- The ECRT will install temporary porta potties, dumpster, needle collection box, and potable water near the encampment for the time period that the ECRT is working at the encampment.
- The ECRT will create a schedule of who is providing outreach services to the encampment with the goal of having outreach workers on site when HSC bed availability information is shared.
- The ECRT will create a By Name List (BNL) of the individuals in the encampment that is a living document kept in the Homeless Management Information System (HMIS) to be used by workers who have signed onto a shared data agreement.
- The BNL will be kept up to date and used for case conferencing to address individual housing needs.
- The ECRT will determine a date for resolving the encampment that is based on known shelter availability and balances the needs of City partners and constituencies.
- The ECRT will incorporate people with lived experience into the work of the ECRT after determining the details of providing compensation and hosting a training for ECRT members on authentic collaboration with people with lived experience.
- The ECRT will provide updates to City leadership and City Council.
- The ECRT will convene a Finance Group by the week of July 10, 2023.
- The ECRT will work to address gaps in food delivery by seeking volunteers to assist with food delivery to the encampment.
- The City will resume the enforcement of City Code after a period of intensive outreach offering housing options to people living in the encampment and restore the area to its intended use.

Section 1: Mobile Engagement Center

Goal / Objective

To ensure that the unsheltered households are known and assessed. Develop a By-Name-List (BNL) through engagement, documentation and taking a housing-focused outreach approach for problem solving.

Participants

City of Portland (Fire Department, Health and Human Services (Social Services & Public Health)), Community Housing of Maine, Greater Portland Health, HUD Technical Assistance, Preble Street, The Opportunity Alliance (PATH)

Key Findings

Strength 1: The Mobile Engagement Center (MEC) created an outreach schedule of when seven different teams or individuals provide outreach services to the encampment with the majority of outreach activities on site during the time that HSC bed availability is shared. This outreach schedule was shared among MEC and Basic Needs group members. Outreach provided by MEC members helped build the By Name List (BNL).

Strength 2: The City's Mobile Medical Outreach (MMO) team provided outreach at the encampment and began delivering lunch three days a week. The consistent schedule of when MMO would be at the encampment and the assistance with food delivery were successes. MMO is a group of paramedics that provide medical care to the City's homeless population and connect people with additional resources.

Strength 3: Communication among MEC members and from the Engagement Section Chief to group members was a strength. Meeting agendas and minutes were a strength that should be replicated for all groups of the ECRT. The MEC established daily communication around shelter bed availability and regular emails fostered good group communication.

Identified Gap 1: There are not enough outreach workers in the community to dedicate to the amount of outreach desired by the ECRT. Because the City does not have dedicated outreach workers, City staff relied on non-profit outreach workers to conduct outreach efforts as part of the ECRT process. Asking the current outreach workers to do ECRT work in addition to their regular work was untenable and led to some communication breakdowns. This led to a delay in realizing shelter and housing placements. When HSC staff spent time doing outreach, the team started to see success with shelter placements. The ECRT effort needs more individuals to focus on the ECRT work (outreach workers, case managers, housing navigation).

Identified Gap 2: Some operating procedures act as barriers to unhoused individuals' being willing to accept shelter beds; these are listed below. (Operating changes that City staff have made or plan to make are in blue.) In addition, the ECRT plans to improve shelter marketing efforts to dispel misinformation about the shelter.

- Curfew of 6pm is too early;
- Limited storage available for personal belongings;
- Overnight lighting in HSC is uncomfortable;
- Pets are not permitted (other than service animals);
- Couples cannot sleep together in the same room;
- The timeframe of sharing bed availability to an individual needing to decide to go to the HSC today is too short,
- Requiring the completion of paperwork at 39 Forest prior to intake at HSC creates an uncomfortable waiting period;
- HSC rules and policies are unclear.

Identified Gap 3: Incorporate people with lived experience of homelessness into the work of the ECRT. The ECRT Leadership identified a process and funding to compensate people with lived experience and held a grounding session for ECRT members at the request of the MEC group members on authentically collaborating with people with lived experience of homelessness provided by HUD Technical Assistance held on July 29, 2023. Outreach workers reported knowing people living in the encampment that were interested in attending MEC meetings. The Mobile Engagement Section Chief was ready to hold meetings with an in-person option (as opposed to virtual only). While the goal was not met, the ECRT is set up to do this once people are ready and offered meeting invitations.

Identified Gap 4: The work of the MEC ended up being different from the vision that was initially set. While MEC members helped build the By Name List (BNL), the work of case conferencing on the BNL was more effectively administered in a different group due to limited access and permission levels of members in the MEC. MEC members suggested that the work of the MEC could be combined with Basic Needs and had recommendations to reduce the number of meetings for workers engaged in case conferencing. Gaps from the Basic Needs group were addressed in the MEC group.

Analysis

The work of the Mobile Engagement Center (MEC) ended up being slightly different from the original design of the group within the ECRT. The By Name List (BNL) function of the group became a separate group (see next section) and the MEC group met to troubleshoot issues the BNL and Basic Needs groups were facing and to support outreach workers. This group was successful in helping to create the BNL, creating an outreach schedule, enhancing communication between outreach workers and filling in some gaps. The MEC also discussed barriers that individuals had in wanting to go to the HSC and brought issues to the ECRT Leadership that worked to address some of the barriers such as offering tours and adjusting the curfew. During the debriefing meeting, MEC group members had additional ideas for working on a communication plan for outreach workers to use that explains the process for moving into the HSC so that everyone had the same information to share with people in the encampment about what to expect as they move from the encampment to the HSC.

The ECRT should consider restructuring this group as it has overlap with the BNL / Case Conferencing and Basic Needs groups. It is helpful for partners to meet to schedule outreach, address barriers, and troubleshoot outreach challenges; this work should continue in future ECRT efforts, even if it happens in a different structure. Forecasted bed availability at the HSC in November 2023 with the opening of a new emergency shelter in Portland will be an opportunity to move a large number of people from encampments into the HSC and a forum for outreach workers and the City to work on strategies for marketing the HSC to individuals in the encampment will be important.

Section 2: By Name List / Case Conferencing

Goal / Objective

Identify all people staying in the target encampment, assess basic factors (i.e. interest in shelter), and meet regularly to coordinate services across providers and reduce duplication

Participants

City of Portland (Health & Human Services (Social Services & Public Health)), Greater Portland Health, HUD Technical Assistance, Preble Street, The Opportunity Alliance (PATH),

Key Findings

Strength 1: Creating a By Name List (BNL) and getting a group together regularly to case conference was a success. The BNL includes a field for housing and/or shelter goals and barriers and is used during case conferencing to match individuals to available housing or shelter resources.

Strength 2: The ECRT created a structure for community organizations to connect and collaborate with each other and share caseloads for individuals living in the encampment. The team approach to the ECRT has been helpful to outreach workers.

Strength 3: The BNL for the ECRT is a lower barrier list that is a starting point for outreach workers to discuss the needs of people living in an encampment that did not exist before the work of the ECRT. This process started discussions of the pathway to Coordinated Entry, where individuals are matched with housing resources based on a formal prioritization. While Coordinated Entry requires a more formal assessment, the BNL for the ECRT enables outreach workers to meet individuals where they are at and begin relationship building while also collecting data.

Identified Gap 1: There are not enough housing options available to people living in the encampment. This group needs more housing options to make case conferencing more productive.

Identified Gap 2: There are not enough outreach workers and case managers for current outreach workers to participate on the BNL and Coordinated Entry in addition to the work they have outside of the ECRT. Additional staff dedicated to the work of the ECRT are needed to get to the desired level of housing focused outreach.

Identified Gap 3: There are concerns that people who are living in the encampment have a distrust with the homeless service system that has led to some individuals asking to be removed from the BNL.

Identified Gap 4: Continued improvements are needed to ensure the By Name List and HUB 2 Coordinated Entry list work in partnership to ensure individuals have access to all housing options. Work to modify reports and capture data in the Homeless Management Information System (HMIS) to improve the use of this data to connect people with housing. It took time

to build the BNL and develop the new system. The process requires additional meetings (three per week for some outreach workers - two for ECRT and one for HUB2) and additional time to complete documentation to enter data into HMIS.

Analysis

Having a By Name List (BNL) of individuals living in the encampment and knowing their housing and/or shelter preferences is essential to the work of the ECRT. There was not a process or database for having a BNL prior to the work of the ECRT and it took some time to make high level technical changes and set up the BNL with improvements to the Homeless Management Information System (HMIS) - see Section 5: Performance and Data Management for additional information. Once the foundational work was completed, outreach workers were able to begin meeting for case conferencing to work together on housing strategies for individuals on the BNL. Case conferencing for this encampment began on June 30, 2023 with an initial 24 individuals on the BNL. The BNL also provides important data that can be used to inform other work ECRT and provide more information about the unique needs of the population that the ECRT is serving. When the BNL is updated in real time, it can allow for quicker housing or shelter placements for individuals in the encampment and leads to a more efficient process for resource allocation in the community.

The members of the BNL / Case Conferencing group found the process to be helpful for sharing caseloads and getting together to discuss cases. Group members also felt that working on the BNL and attending several more meetings for the ECRT was a lot of additional work on top of what they were already doing prior to the establishment of ECRT. Case conferencing would be more productive if there were additional housing options provided from the Inventory Management group. Additional outreach workers working on the BNL would help make this work more manageable. Re-examining the frequency of case conferencing meetings and seeking additional outreach workers would make future ECRT efforts more successful.

Section 3: Housing Matching

Goal / Objective

Connects households to available housing options (including housing problem solving/diversion, services, shelter, Rapid Rehousing (RRH), Permanent Supportive Housing (PSH), etc.) using an agreed upon prioritization process.

Analysis

The Housing Matching group and functions were combined with the Inventory Management and BNL / Case Conferencing groups. A small group of individuals that signed up for the Housing Matching group were also signed up to work on the other groups. As the work of the ECRT developed, the work of matching people to available housing options was happening in the BNL / Case Conferencing meetings.

Section 4: Inventory Management

Goal / Objective

Ensures that all available short and long term housing options are known and available.

Participants

City of Portland (Social Services), Community Housing of Maine, Portland Housing Authority, Preble Street, HUD Technical Assistance, United Way of Southern Maine

Key Findings

Strength 1: Housing fairs at the encampment provided opportunities for individuals to fill out necessary paperwork and applications on site. Weekly fairs started on August 10, 2023 and were attended by a total of 35 people living in the encampment (four housing fairs were held at this encampment). This was a way that several people were able to get reinstated on waitlists and an opportunity for some to quickly have vouchers approved. Funding would help make them more robust. There are ideas for enhancing what is offered at these events to bring more resource options directly into the encampment.

Strength 2: The ECRT created inventory surveys and spreadsheets to forecast emergency shelter availability to be shared with ECRT group members to try to create more advanced notice for outreach workers to use to communicate with individuals in the encampment. This is also an area for improvement because it could be further improved by having data from other shelters.

Strength 3: Engaging with long term housing providers such as Portland Housing Authority (PHA) was a strength of the ECRT. Working closely with PHA and using the By Name List (BNL), the ECRT was able to identify people living in the encampment that were on PHA's waitlist and were able to get the people reinstated and keep their spot on the waitlist. PHA's participation in the housing fairs also provided an opportunity for attendees to take immediate action with the housing provider. Working with additional long term housing providers in this way would make the work of the ECRT even more successful.

Identified Gap 1: Need more housing options for this population. Increase the amount of rental subsidies available. There are not enough subsidies for the population that is eligible and there are even less available for people who are currently without housing. Need state level policy change to create more subsidies and to encourage property management companies to accept vouchers from individuals with complex histories.

Identified Gap 2: Increase housing navigation services specifically for populations who have barriers due to their interactions with the justice system and/or those that have barriers due to homelessness and eviction history. Housing navigation is incredibly complex and challenging for individuals to navigate, especially when they are in crisis. The current system only really provides housing navigation support to people staying at an emergency shelter or in short-term housing (not provided directly from encampments).

Identified Gap 3: There is not a streamlined single application process with management companies that allow individuals to complete one application for multiple properties in a management company's portfolio. People looking for housing frequently need to fill out multiple applications for each property management company.

Identified Gap 4: Not enough emergency shelters. Increase the amount of emergency shelter beds available. Bring the community together and talk more about additional emergency shelter options. Also increase temporary room availability where General Assistance could be available (i.e. motels). This may be a topic for discussion at the policy level with the City Council.

Analysis

The Housing Inventory Management group created a way to forecast and share emergency shelter beds, engaged long term housing providers, and held housing fairs in the encampment. There is a need for more housing inventory options for individuals living in encampments and more workers to help individuals navigate the complex housing system. Many of the improvements needed around housing inventory are beyond the scope of any municipality and need to be addressed at the state level. The City of Portland lacks leverage for many of the issues and barriers related to having more housing options for people living in encampments. Group members felt that this group would be most effective with heavy involvement and leadership from MaineHousing.

Section 5: Landlord Management

Goal / Objective

Develops a landlord engagement strategy and resources and cultivates relationships with landlords.

Analysis

This group did not meet as originally planned. ECRT Leadership met with the Southern Maine Landlord Association about the work of the ECRT. Southern Maine Landlord Association leadership shared that there was very low rental housing inventory and that they are currently engaging with the Quality Housing Coalition's Project HOME. This is certainly an area for improvement moving forward and is directly tied to the lack of inventory mentioned in this report.

Section 6: Performance and Data Management

Goal / Objective:

Develop internal and external dashboards and reports to track progress and outstanding needs.

Participants

City of Portland (Social Services), MaineHousing, HUD Technical Assistance, United Way of Southern Maine (HUB 2)

Analysis

This group was led by the HUD Technical assistance team and focused on high level and technical aspects of improving data collection in the Homeless Management Information System (HMIS) that would further the goals of the ECRT. Enhancements were made in HMIS to create additional fields in the database related to encampments. The group also established a privacy policy that permitted data collection so that outreach workers were using a shared data platform for the BNL / Case Conferencing group work. The work of this group was essential to advancing the capabilities of the ECRT and should continue to be a part of ECRT efforts.

Section 7: Basic Needs and Logistics

Goal / Objective

Address the safety and immediate needs of unsheltered households. Providing food, medical, harm reduction, sanitation and supplies.

Participants

City of Portland (Parks, Recreation & Facilities, Public Health), CommonSpace, Greater Portland Health, Greater Portland Peer Services, Preble Street, The Opportunity Alliance (PATH), Through These Doors

Key Findings

Strength 1: Providing the basic needs of porta potties, trash removal, water, food, and harm reduction services for the individuals at the encampment (See Annex C for photos of water, dumpster, and sharps container). This would not have been possible without the partnership with Avesta. The City managed this partnership; making several changes throughout the time period (placement of basic needs, water, parking and theft concerns). Although providing water was considered a huge success, it was noted that we should consider ideas for privacy while the people in the encampment utilize the water for washing or bathing. In addition it was noted that handwashing stations would be extremely beneficial for hygiene purposes in the encampment.

Strength 2: Regular meetings with the Basic Needs group greatly improved communications between social service providers in the community and the City. The ECRT has helped bring groups together to work on a complex issue. This was the first time that collaboration with city departments and outreach providers focused on providing basic needs together.

Strength 3: Harm reduction services on site where exchange staff were able to do exchanges at the encampment as well as collect syringes was a strength. People living in the encampment were engaged in picking up syringes. Exchange staff had good success with meeting people who had collected syringes and noted that there were some people returning them with no intention of exchanging. City picked up over 14,000 syringes in 2 months and collected over 3,000 in the large container. Many full sharps containers that people had on Sept 6th probably held 5,000 more.

Identified Gap 1: There was not enough food and not enough staff to deliver the food. The amount of food and timing of delivery was unpredictable for the people depending on it. The City's Mobile Medical Outreach (MMO) transitioned to delivering lunch three days a week starting the week of August 14th, 2023, which was a success. The Outreach Collaborative delivered food for other meals, 11 shifts per week. Having reliable food delivery on a set schedule would be best. If outreach workers were able to spend less time delivering food, they could spend more time on housing-focused outreach. City staff explored options for using volunteers through the United Way of Southern Maine, but the model did not work because it still required more on-site paid staff time than was available.

Identified Gap 2: Communications with people living in the encampment needed to be improved. Communication goals and strategies were not shared well between ECRT Leadership and ECRT group members and that impacted the communication to people living in the encampment. There was no way of city leadership confirming whether accurate or any information was delivered to the people in the encampment. Agencies, non-profits, and community partners working under city leadership in this EOC structure were identified as a challenge especially when delivering accurate and timely information to the encampment.

Identified Gap 3: People living in encampments have unique and complex health needs that are not being met. A health subgroup led by Greater Portland Health began meeting on August 15, 2023 and identified the need for additional prevention strategies and communication to address the risk of Hepatitis A in the encampment. The subgroup should continue meeting a focus on the unique needs of the population living in the encampment.

Analysis

Providing the basic needs of porta potties, trash removal, syringe disposal, drinking water, and food was important for the people living in the encampment. Through a partnership with Avesta Housing who owned property near the entrance to the trail where the encampment was located, the City of Portland was able to provide these services (food was provided by Preble Street) during the work of the ECRT (for costs see: Section 10 - Finance). The City maintained these services throughout the work of the ECRT and managed challenges that arose; the City relied on Basic Needs group members to work with people living in the encampment on issues such as requesting that trash be brought to the provided dumpster. Food was provided by Preble Street. While there were significant efforts to improve food delivery, more work is needed to ensure there is enough food for people living in encampments and that it is delivered regularly, ideally on a set schedule. ECRT members felt that providing basic needs was very important and the efforts of this group should be continued and improved, with a focus on improvements to food delivery.

Section 8: Communications

Goal / Objective

Ensure coordinated, timely and accurate release of public information. Communicate effectively with and among members of the ECRT.

Participants

Communications was a topic discussed at all debriefing meetings by participating organizations listed in previous sections.

Key Findings

Strength 1: The ECRT increased communication between the city and social service agencies and each other around encampments and the homeless population in general.

Strength 2: Daily communication about available beds at HSC; ECRT work got this daily notification out to a group of outreach workers.

Strength 3: The City created a dedicated [page on its website](#) to communicate about the ECRT and provide regular updates on its progress and action. Additionally, City staff provided regular updates via Council Communications during Council meetings in July, August, and September.

Identified Gap 1: Communication in the ECRT can be improved by having a standard practice for communication for each group that includes meeting agendas with action steps and minutes. Enhance communication from ECRT Leadership Team to group members and enhance communication between groups.

Identified Gap 2: There should be more transparent communication to the individuals in the encampment. ECRT Leadership shared messaging with group members, but it was not known if, when, or how information that was intended for people living in the encampment was shared with them (i.e. resolution date). Group members would like to be more involved with decision making around communication to individuals in the encampment and to the public.

Identified Gap 3: Outreach and support (food delivery, housing fairs, etc.) for people in the encampment should be scheduled and communicated to the people living there.

Analysis

The ECRT created new ways for the City to communicate with community partners and facilitate communication amongst partners. Bringing together a large group of stakeholders for the ECRT and having groups focused on specific issues helped create a coordinated effort to work towards moving people out of encampments and into emergency shelter or housing. Communication strategies that worked well for the ECRT Leadership team and the MEC group should be uniformly implemented across all groups. Communication within groups, from leadership to groups, and from the ECRT to people living in the encampment could be improved by adding more structure to group meetings. Recommendations include:

- Agendas and meeting minutes for all groups that are driven by action steps
- Set schedules for meetings for the duration of the ECRT effort
- Set schedules for services provided in the encampment that are communicated to the people living in the encampment
- Shared talking points for outreach workers
- Idea to have a communications group to approve pamphlets and signage
- Idea to use to BNL more as data - how long it took for one person to get a voucher and how that data can be used to communicate with the public

Section 9: Encampment Resolution

Goal / Objective

The City will resume the enforcement of City Code after a period of intensive outreach offering housing options to people living in the encampment and restore the area to its intended use.

Participants

City of Portland Departments: Parks, Recreation & Facilities, Public Works, Police. Avesta Housing

Key Findings

Strength 1: City property and a park trail was restored to its intended public use after engaging with the ECRT model of offering; basic needs, harm reduction strategies, scheduled outreach, shelter and or housing.

Strength 2: The City operations at this encampment on September 6th, 2023 were the same processes as previous resolution efforts and followed City policy. Resolution and site clean up took Parks Recreation & Facilities 1 ½ days and Public Works 3 days to complete, and required equipment rental along with outside contractors. Parks Recreation & Facilities estimates that it will take several weeks of work to remove and replant trees and restore the trails and park.

Strength 3: No arrests were made during this resolution.

Identified Gap 1: ECRT group members shared that they and individuals at encampment would like additional communication about the resolution date. Communication of the date was provided from the beginning of the process, and a specific email to the Basic Needs group on September 1st, 2023 also shared that the dumpster, porta potty, and water would be removed on September 5th and advised that people leave the site prior to the September 6th resolution date so that work with equipment and trucks could proceed safely for all. Communication could be improved by providing additional communication of the schedule, site access details, and expectations for the resolution date to all ECRT group members and individuals at the encampment.

Identified Gap 2: ECRT members shared that they did not feel that the City's work on September 6th, 2023 was a trauma informed sweep. Some work on education and expectations around what resolution looks like is needed.

Identified Gap 3: ECRT members would like to see that the resolution date for the encampment is a data driven decision that incorporates availability for all types of housing preferences that individuals indicated in the data on the BNL.

Analysis

Leading up to a resolution date the ECRT should shift focus from current operations of the ECRT to the resolution date and the plan for that date. The ECRT Leadership should improve communication to ECRT group members about the timing and expectations for the days leading up to and day of the resolution. The leadership should have a plan for the day that is shared with partners so everyone has information about what to expect. If people remain at an encampment as the resolution date approaches, ECRT group members should share the plan and expectations with the people still remaining in the encampment. Also, once a resolution date is determined at the beginning of the process, the date shall remain without continued discussions so that the efforts of the ECRT can focus on housing first.

Section 10: Finance

Goal / Objective

Maintain fiscal accountability and keep costs commensurate with values at risk

City expenses at the Fore River / Frederic St. encampment to September 20, 2023

Description	Cost	Note
Trash removal	\$11,445	daily trash removal beginning on June 28, 2023 and cleanup on September 6th, 2023
Heavy item pickup	\$2,570	weekly heavy item pickup by a contractor was added on July 24, 2023
Septic services	\$2,244	
Potable water	\$4,718	cost of metered water and contractor services
Supplies	\$930	
Equipment rental	\$1,500	for site cleanup on September 6th, 2023
Outside contractor	\$27,856.50	debris removal on and after September 6th, 2023
City staff stipends	\$12,605.25	paid to employees cleaning hazardous areas
Total	\$63,868.75	

Notes:

- Actual invoices from some vendors have not been received as of September 20, 2023
- The above does not include salary costs for all staff involved including, but not limited to, Chief Keith Gautreau, EMA Coordinator Caity Hager, and Division Chief Sean Donaghue who have spent significant amounts of time on the ECRT efforts, as well as many other leadership team and staff members who were taken away from their other day-to-day duties to work with the ECRT.
- Parks, Recreation and Facilities estimates that another \$15,000 may be needed for more cleanup, tree removal, tree replanting, and restoration of the trails/park.

Annex A: Participating Organizations

This list encompasses all of the organizations that participated in the ECRT, while the participants listed in the report reflect the organizations that participated in debriefing meetings and contributed to the After Action Report

Federal Resources
Corporation for Supportive Housing (Technical Assistance Team)
Housing and Urban Development
City Resources
Fire
Health & Human Services (Public Health & Social Services)
Parks, Recreation & Facilities
Police
Public Works Department
Executive Department
Non-Governmental Organizations
Community Housing of Maine
Common Space (Amistad)
Cumberland County Homeless Services HUB
Grace Street Ministry
Greater Portland Health
Greater Portland Peer Services
MaineHousing
Maine Health - Gov Affairs
Maine Medical Center (MMC)
Mercy Hospital
Milestone Recovery
Portland Housing Authority
Preble Street
Southern Maine Landlord Association
Spurwink
The Opportunity Alliance - PATH Program
Through These Doors
United Way of Southern Maine

Annex B: Acronyms

Acronym	Meaning
AAR	After Action Report
BNL	By Name List
DPW	Department of Public Works
ECRT	Encampment Crisis Response Team
EEG	Exercise Evaluation Guide
EMA	Emergency Management Agency
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
HMIS	Housing Management Information System
HSC	Homeless Services Center
HUD	Housing and Urban Development
IAP	Incident Action Plan
IC	Incident Command
ICS	Incident Command System
MEC	Mobile Engagement Center
MMC	Maine Medical Center
MYTEP	Multi-Year Training and Exercise Plan
NB	North-bound
NIMS	National Incident Management System
PA	Public Assistance
PIO	Public Information Officer
UC	Unified Command

Annex C: Photos of Basic Needs and clean up Provided by the City



Encampment Crisis Response Team



Large Sharps Container

















FISCAL IMPACT NOTE: TEMPORARY INCREASE IN HOMELESS SERVICE CENTER BEDS

1) FY24 Valuation:	#####	\$14,879,000
2) FY24 Tax Rate (Total City & School): Levy / (Valuation/1000)		\$14.41
(a) FY24 Tax Rate (City):		\$6.34
(b) FY24 Tax Rate (County):		\$0.62
(c) FY24 Tax Rate (School):		\$7.45
3) FY24 Value of \$0.01 of Tax Rate (Total City & School):		\$148,790

FISCAL IMPACT NOTE	FY24		FY25		FY26	
New Program Cost Data:	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$568,204		\$0		\$0
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		(\$536,550)		\$0
=NEW ITEM NET TAX RATE IMPACT PROJE	#####	\$568,204	#####	(\$536,550)	\$0	\$0
New Program Impact to the Tax Rate	\$0.0382	\$0.0382	(\$0.0361)	(\$0.0361)	\$0.0000	\$0.0000
New Program % Impact on Tax Rate	0.6023%	0.2650%	-0.5688%	-0.2502%	0.0000%	0.0000%
Tax Rate Including New Program	\$14.45	\$14.45	\$14.37	\$14.37	\$14.41	\$14.41

To increase the bed capacity in the Homeless Services Center by 50 beds for 6 months the City will need to incur an estimated additional \$568k of expenses in the current fiscal year. However additional donations and General Assistance reimbursement are expected to be received to support the effort and the net impact to taxpayers is estimated to be under \$32k. However, General Assistance reimbursement has been being received on a 10-12 month delay over the last year so a portion of the revenues may not be received until FY25. Any net impact in the current year is anticipated to be covered with savings from other areas so no additional appropriation is currently needed from City Council.

NOTE: If there was a need to increase the bed capacity in the Homeless Services Center by 142 beds to 350 beds for 6 months the City would need to incur an additional \$1.6M of expenses in the current fiscal year. However additional donations and General Assistance reimbursement would be expected to be received to support the effort. General Assistance reimbursement has been being received on a 10-12 month delay over the last year so the revenue may not be received until FY25.

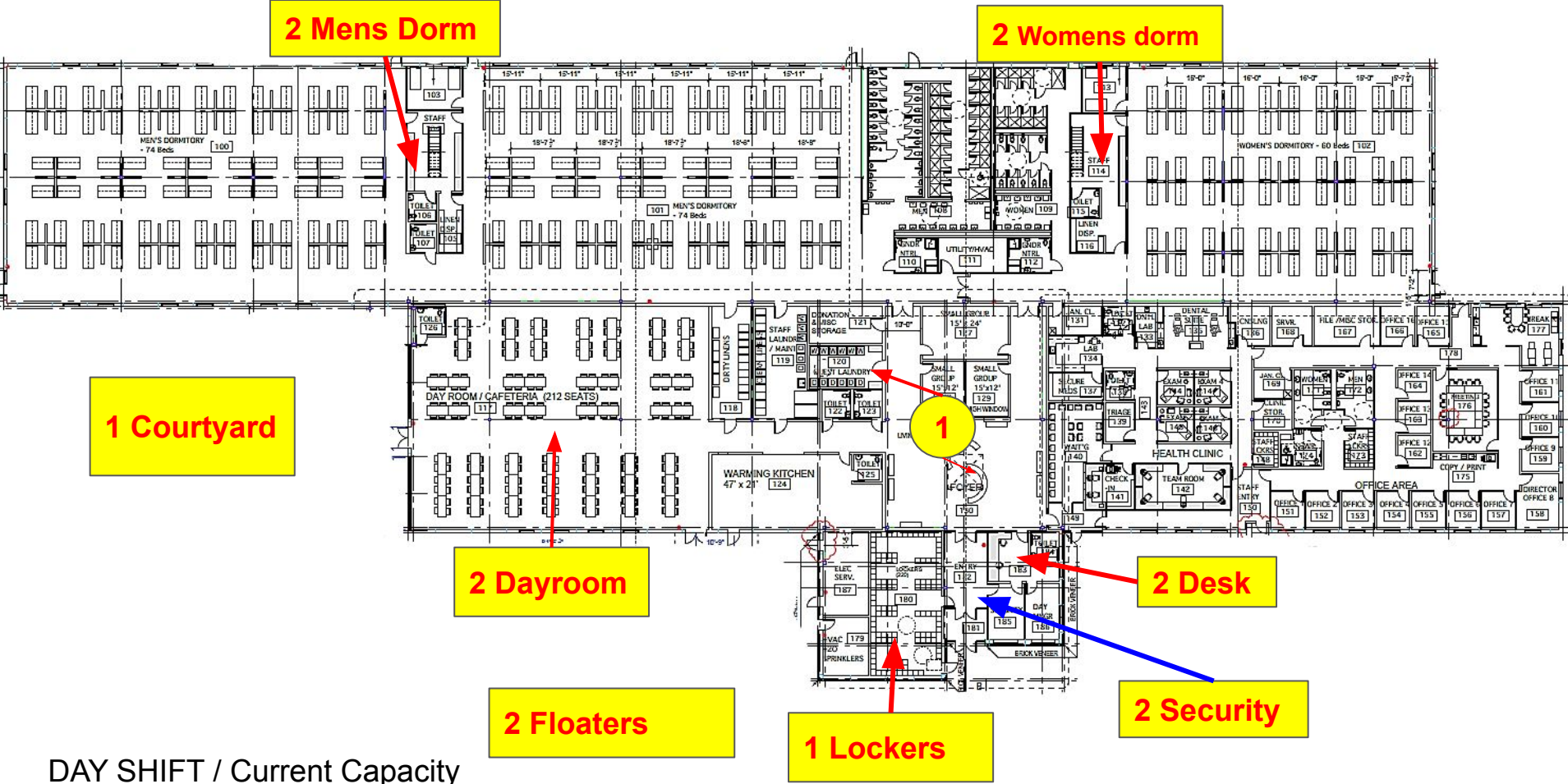
			208 beds	258 beds	24% bed
			Capacity	Capacity	Capacity Incr
Rollup	Object	Description	FY24 BUD	FY24 BUD	Increase (6 mos)
Revenue	335030	GA State Reimbursements	(4,464,096)	(5,000,646)	(536,550)
	398000	MSHA Incentives & (ARPA-PD)	(1,260,069)	(1,260,069)	-
	398400	Grant Reimbursements	(1,564,794)	(1,564,794)	-
Revenue Total			(7,288,959)	(7,825,509)	(536,550)
Payroll	400110	Salaries	4,879,868	4,902,508	22,640
	400130	Temp	622,719	872,945	250,226
	400140	Overtime	490,414	549,264	58,850
Payroll Total			5,993,001	6,324,716	331,715
Benefits	400260	Workers Compensation	-	-	
	400271	Wearing apparel	-	-	
	400274	Cell Phones	1,200	1,800	600
Benefits Total			1,200	1,800	600
Administrative services	402000	Admin. Services	-	-	-
	402010	Postage	-	-	-
	402020	Travel, trng,mtgs	4,000	4,480	480
Administrative services Total			4,000	4,480	480
Contractual services	403500	Contractual	133,550	140,228	6,678
	403530	Auto exp. Reimb	1,000	1,120	120
	403545	Interpretation	17,200	17,200	-
Contractual services Total			151,750	158,548	6,798
Maintenance and Repairs	404010	Maint/Cleaning	50,000	56,000	6,000
	404020	Other equipt	-	-	
Maintenance and Repairs Total			50,000	56,000	6,000
Rentals	404510	Rent	2,701,000	2,701,000	-
	404530	Equip rent	2,139	2,396	257
Rentals Total			2,703,139	2,703,396	257
Supplies	405520	Other supplies	212,095	237,546	25,451
	405560	Minor Equipment	5,000	45,392	40,392
	405565	Computers/technology	4,000	4,000	-
	405570	Office supplies	12,000	13,440	1,440
	405549	Food	1,080,948	1,210,662	129,714
	405540	Fuel - Veh	18,890	21,157	2,267
Supplies Total			1,332,933	1,532,196	199,263
Utilities	406310	Gas	-	-	-
	406320	Electricity	275,000	275,000	-
	406330	Water	50,000	56,000	6,000
	406340	Telephone (63-41)	4,652	4,652	
	406350	Internet Data	12,228	12,228	
Utilities Total			341,880	347,880	6,000
Client Expenses	403034	Client supplies	47,205	52,870	5,665
	403076	Client Transp.	30,000	33,600	3,600
Client Expenses Total			77,205	86,470	9,265
			-	-	
Total Expenses			10,655,108	11,215,486	560,378
					7,826
Net Cost (may be spread across FY24 and FY25 based on timing of reimbursement)					31,654

Fund	100
Org	10044306

Rollup	Object	Description	208 beds	258 beds	24% bed
			Capacity	Capacity	Capacity Incr
			FY24 BUD	FY24 BUD	Increase (6 mos)

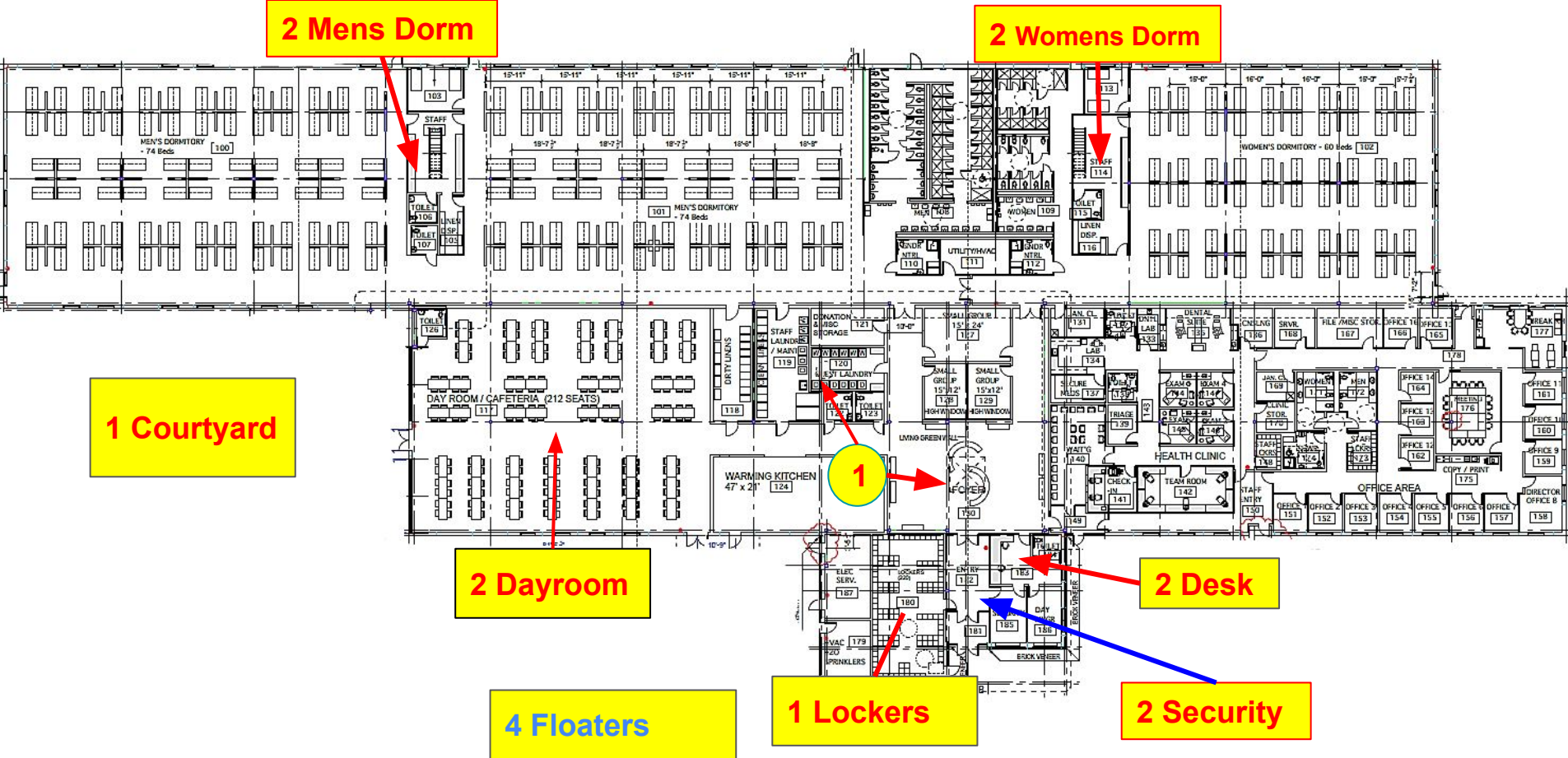
Summary

<i>Total Revenues</i>	(7,288,959)	(7,825,509)
<i>Total Expenses</i>	17,944,067	19,040,995
<i>City Net</i>	10,655,108	11,215,486
	-	-

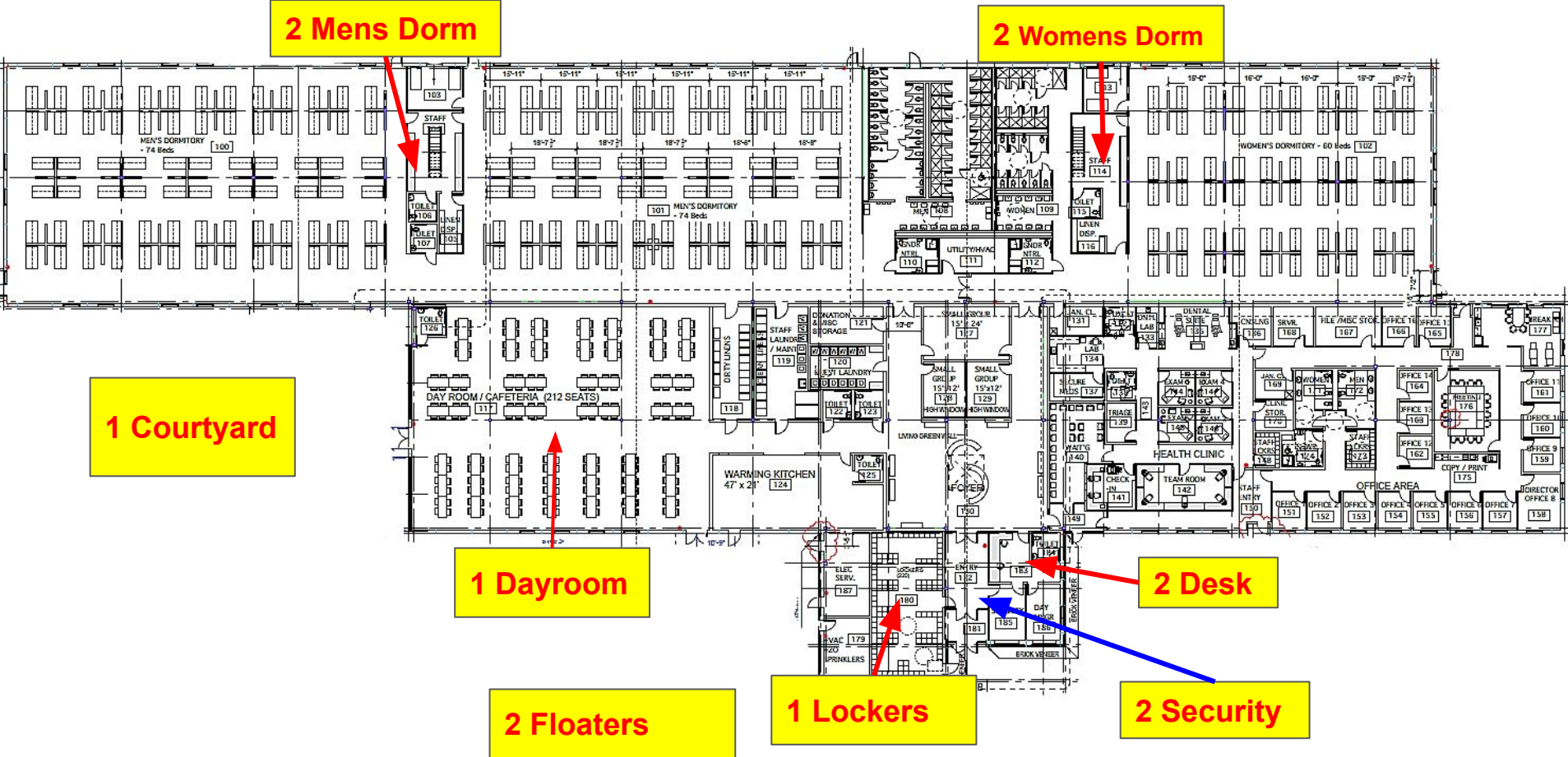


DAY SHIFT / Current Capacity

13 Shelter Attendants / 2 Security Guards



DAY SHIFT 50 Guest
 Increased Capacity
 15 Shelter Attendants / 2 Security Guards (2 Staff Increase)



NIGHT SHIFT Current Capacity

11 Shelter Attendants / 2 Security Guards

This detailed floor plan illustrates the layout of a prison facility, featuring various rooms and areas. The plan includes:

- 2 Mens Dorm:** Located at the top left, containing two men's dormitories (100 and 101) with 74 beds each.
- 2 Womens Dorm:** Located at the top right, containing two women's dormitories (102 and 103) with 60 beds each.
- 1 Courtyard:** A central outdoor area (117) with 212 seats, surrounded by a wall.
- 1 Dayroom:** A large room (117) with 212 seats, adjacent to the courtyard.
- 4 Floaters:** Four small rooms (118, 119, 120, 121) located near the courtyard.
- 1 Lockers:** A locker room (180) located near the bottom center.
- 2 Security:** Two security areas (185 and 186) located near the bottom right.
- 2 Desk:** Two desk areas (185 and 186) located near the bottom right.
- Other Rooms:** The plan includes numerous other rooms such as a staff area (104), a day room/cafe (117), a warming kitchen (124), a health clinic (142), an office area (151-158), a break room (177), and various utility and storage rooms.

13 Shelter Attendants / 2 Security Guards (2 Staff Increase)



Dena Libner <dlibner@portlandmaine.gov>

Fwd: Shelter/ encampment

1 message

Joanne Curtis <joancurtis03@gmail.com>
To: publiccomment@portlandmaine.gov

Mon, Oct 2, 2023 at 8:35 AM

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

From: **Joanne Curtis** <joancurtis03@gmail.com>
Date: Thu, Sep 28, 2023 at 10:21 AM
Subject: Shelter/ encampment
To: <azzarro@portlandmaine.gov>

Why is district 5 responsibility to shoulder all the responsibility of the homeless and refugees, slowly but surely we are seeing more and more sleeping on the side walks. We can't go into a local store without being called over. My son the other day was hounded by a gentleman. District 5 soon enough will be where no one wants to live. It should be fair. This isn't fair. This is a state of Maine problem. I barely can keep food on the table and out taxes are gonna go up. We don't even have the resources to protect ourselves in this area due to the shortage in emergency staff! This can't be our responsibility. Joanne Curtis District 5 home owner



Dena Libner <dlibner@portlandmaine.gov>

Encampments - for Special City Council Meeting 10/2

1 message

Anne Pringle <anne.pringle.me@gmail.com>

Fri, Sep 29, 2023 at 11:32 AM

To: Kate Snyder <ksnyder@portlandmaine.gov>, Trevor Anna <atrevorrow@portlandmaine.gov>, Pelletier Victoria <vpelletier@portlandmaine.gov>, Phillips Regina <rphillips@portlandmaine.gov>, Zarro Andrew <Azarro@portlandmaine.gov>, Fournier April <afournier@portlandmaine.gov>, Rodriguez Roberto <rrodriguez@portlandmaine.gov>, Dion Mark <mdion@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>

Cc: Dow Kristen <kjd@portlandmaine.gov>, Gautreau Keith <kng@portlandmaine.gov>, West Danielle <dwest@portlandmaine.gov>, Dubois Mark <mdubois@portlandmaine.gov>, Hipple Ethan <ehipple@portlandmaine.gov>, publiccomment@portlandmaine.gov

I did not submit a comment for your workshop on Tuesday. But I did review the written comments and listened to those offered in person.

Here are some observations and suggestions in response:

~~The encampments are dangerous for those living in them and near them. Campers must be relocated to emergency shelter and supportive housing as soon as beds are available. And hopefully, they will be available soon, as the new shelter opens for asylum seekers

~~As some of you noted, it is astounding that "community partners" do not ask "why" campers decline HSC beds offered. This question must be asked and recorded immediately, without exception. Anecdotal reasons offered by campers and advocates are not acceptable. Data on "why" beds are refused must be collected. It is not acceptable that the City should be expected to accept pets or provide shared shelter beds for partners (private rooms for sex?). Maybe these are needs that "community partners" should step up to serve, instead of criticizing the City...

~~We are in the midst of a crisis, with winter coming. Many suggestions made were for long-term action that will cost millions of dollars. We need reasonable crisis responses NOW! Hopefully, adding fifty beds, no more, at the HSC will address the immediate crisis.

~~I believe that many addicted to drugs and/or alcohol will not accept a bed at the HSC because they cannot continue to use. It was suggested by some that those actively under the influence should be allowed in the HSC. No! Perhaps "community partners" can convert some of their waiting room or conference room space to house these people over the winter, so they will be closer to empathetic service providers who can help them overcome their addictions. I am serious. The City cannot offer emergency shelter for these people on its own.

~~Immediate action should be taken to curb illegal activity reported as prevalent in the encampments, including confiscation of illegal substances. Word will get out that Portland is no longer a tolerant haven and, hopefully, the influx of new campers will cease and existing campers will commit to accepting recovery counseling and treatment.

~~It is not clear to me what data is being collected in the "by name" effort. It has been four months since the ECRT effort started. Have all campers been identified "by name"? I recently asked how many people were present in the encampments. The answer was "we don't collect that data". What?! Park Rangers (with police escort) collect weekly data on the number of tents, but "community partners" do not count the number of campers? Why not?

~~Finally, while I was optimistic about the ECRT approach in the beginning, it is clear to me that it has broken down because of the lack of "buy in" by some "community partners". A serious redirection is necessary and must be broadened to involve other community stakeholders, including residents and businesspeople. Please take time to review this effective partnership in Cincinnati, which has actually **reduced** the number of homeless and encampments in the last few years, while the numbers have gone way up nationally and here: strategiestoendhomelessness.org. Pay special attention to the Board of Directors, their coordinated programs, and the extensive data collected. LET'S DO THIS HERE!

But even before before taking emergency action to add any additional beds to the HSC, the Council should, at a minimum, get some basic data not yet available:

- 1) How many people are in encampments?
- 2) How many people are living with substance abuse and/or mental illness?
- 3) How many have partners?
- 4) How many have pets?
- 5) Where were they last housed?

These observations, suggestions, and questions are respectfully offered. Our compassionate community is simply beyond its capacity to serve and focused outcome-oriented action is necessary **now**...

Anne Pringle



Dena Libner <dlibner@portlandmaine.gov>

Homeless Services Center Overcrowding

Mindy Ray <mindyray@maine.rr.com>

Mon, Oct 2, 2023 at 8:56 AM

To: publiccomment@portlandmaine.gov, council@portlandmaine.gov

Good morning,

I would like to express my deep concern about the proposal to add an additional 150 beds to the HSC on Riverside Street in Portland. I feel that it is unfair to the people living there to be crammed into a facility where there are people with so many different kinds of needs. Overcrowding is dangerous, and my understanding is that there will be fewer or no services provided, and the facility is already understaffed. Everyone needs to bear the burden of homelessness, not just our district. I am happy to do our part in supporting these poor people who need so much. But it cannot just be one district and one city in our state that bears this burden. Other shelters need to be created. Actual living spaces. We need to figure out a solution, and what is being proposed is dangerous and not a solution. We are all intelligent, creative people here in our state. Let's roll up our sleeves and really figure out how to solve these problems in a way that supports the people we are trying to help, as well as the communities that are trying to provide support.

Thank you,
Mindy Ray

Order 224-23/24 Extending the Declaration of a State of Limited Emergency at 654 Riverside Street - Sponsored by Danielle P. West, City Manager

Homeless Services Center Occupancy Swindle

SG 80 <spencer.p.garrett@gmail.com>

Thu, May 30, 7:33 AM
(4 days ago)

to publiccomment

I find it incredibly disturbing how easily our City Council goes back on their word time and again.

Although this statement could be applied to so many of the decisions made during this past term, I am referring specifically to the proposed permanent increase of occupancy limits from 208 beds to 258 beds at the Homeless Services Center. In the middle of November 2023, after significant concern from the tax paying community which each and every member of this council is obliged to serve, the near-unanimous decision was made to issue a questionably-legal "bubble" emergency declaration zone around 654 Riverside St, allowing a temporary increase in facility capacity against ordinances. We now learn that this was, of course, a lie in the making. Our city council had no intention of ever reeling back the 50 bed overreach and has now made the moves to allow this first expansion of the HSC permanent. What happens next winter when the city shockingly finds themselves with a glut of handout-seeking transients looking to take over our parks and public ways? I'll bet dollars to donuts they will ask for another 50 bed expansion, temporary of course! And then you know what happens not long after that? You guessed it...now we're at permanent 308 beds. Then 358, then 408. The 408 might be a stretch actually, because I have it on good authority that the city already purchased 150 bunk bed units when the first tranche of expansion was approved in November. 100 more bunk beds to go in this preconceived move to undermine the good will of a neighborhood already mired in needles and sketchy individuals loitering all up and down Riverside and Forest, making our kids uncomfortable and unsafe on their way to and from school.

This council has proven itself to be untrustworthy and far more concerned with their political moves than with the concerns of their tax paying constituents. You'll notice this is the second time I used the modifier "tax paying", because these are the people who pay for the salaries, the facilities and the equipment that allows this city to function. Transients who only go by nicknames, shooting up in the streets, blocking traffic and looting cars do not pay for these services, and should not have a majority voice in any matters of public opinion.

It goes without saying that my personal disapproval of this council and everything they represent could not be overstated. There is a growing disdain for the work this council is doing among the citizens of Portland, and decisions like the one being made at the Homeless Services Center provide yet another data point which can and will be used to make dramatic changes at the voting box in November. Shame on each and every one of you.

Spencer Garrett
Riverton
Portland

Testimony/comment on extending emergency capacity increase for Homeless Services Center

'Cullen Ryan' via Public Comment

Fri, May 31, 1:02 PM (3 days ago)

to publiccomment@portlandmaine.gov, dwest@portlandmaine.gov, Aaron

Dear Mayor Dion and City Councilors – Attached please find my public comment for the 6/3 meeting of the Portland City Council. The comments pertain to the extension of the emergency order allowing internal overflow within the City's Homeless Services Center. I urge you to extend this much needed capacity through August 19th so we can continue to ensure that people are safely inside. Thank you for reading my comments and for your careful consideration. Cullen

Cullen Ryan (he/him), Executive Director

Community Housing of Maine

[One City Center, 4th Floor](#)

[Portland, Maine 04101](#)

[207-879-0347](#)

[207-879-0348](#) (fax), Maine Relay 711

[Website](#) | [Facebook](#) | [Twitter](#)

Creating Homes and Inclusive Communities for 30 Years



Board Members

Jennifer Putnam
Executive Director, Waypoint
Board President

Bill Shanahan
Co-Founder & Senior Advisor, Evernorth
Board Treasurer

Gunnar Hubbard
Principal, Thornton Tomasetti
Board Secretary

David Birkhahn
Vice President, TD Bank

Elizabeth Boepple
Partner, Murray, Plumb, & Murray

Cheryl Harkins
Advocate, Homeless Voices for Justice

Ninette Irabaruta
Senior Director, Community Engagement
& Outreach United Way of Southern ME

Chip Newell
Principal, The NewHeight Group

Luc Nya
Mental Health Program Coordinator
OCFS/Corrections Liaison, Maine DHHS

Angela Perkins
Westbrook Resident

Thomas Placek
Huston Commons Caseworker,
Preble Street

Jennifer Rottmann
Deputy Director/CFO, The Genesis Fund

John Ryan
President, Wright-Ryan Construction

Aaron Shapiro
Retired Community Development
Director, Cumberland County

Kimberly Twitchell
Senior Director of Affordable Housing,
NBT Bank

Staff Contacts

Cullen Ryan
Executive Director

Samantha Messick
Operations Director

Vickey Merrill
Advocacy Director

Chris Harmon
Controller

Jenny Jimino
Office Manager

Bree LaCasse
Development Director

Brian Kilgallen
Development Officer

Robyn Wardell
Development Officer

Sarah Gaba
Asset Management Director

Meredith Smith
Supportive Housing Manager

Sarah Derosier
Asset Manager

Sam Lowry
Compliance Manager

May 31, 2024

Portland City Council
Portland, Maine

Dear Portland Mayor Dion and City Councilors:

I am writing to express vigorous support for extension of the emergency expansion of capacity at the City of Portland's Homeless Services Center of at least 50 additional beds.

Portland experienced unprecedented, exponential growth in unsheltered homelessness in 2023. We know the cause was a lack of capacity in the homeless system. The unanticipated arrival of single adult asylum seekers, with 7 individuals showing up at the former Oxford Street Shelter in December 2022 growing to where single adult asylum seekers amounted to 70% of capacity by the end of March 2023 when the new Homeless Services Center (HSC) opened, and further to 80+% of capacity in April and May 2023, led to people being turned away from the HSC.

Those people landed outside. And here's what happened: In late March there were 60 tents counted in the first major encampment behind Trader Joe's. That group moved to three other locations as problems and numbers grew, leading to a peak of 282 tents on October 7, 2023. Problems from encampments included a significant number of overdose deaths, human trafficking, physical and sexual traumas, property theft, and other crimes. Encampments grow exponentially because people are drawn to an unstructured, carnival-like atmosphere, and bad things happen because no one does well outside. Simply put, people prey on people in encampments.

The City made three excellent decisions in 2023. First, working with Greater Portland Council of Governments, it began development of an intentional shelter for single adult asylum seekers. That shelter opened on November 30, 2023, and immediately, 120 people moved from the HSC to receive better services to meet the specific needs of asylum seekers. Second, the City Council voted to create emergency overflow capacity within the HSC of 50 additional beds. Third, the HSC moved from a first-come, first-served strategy to a targeted strategy of welcoming people staying outside into the shelter, and lowered barriers to do so.

These three things led to 170 beds being rather suddenly available at the HSC in December 2023, and as a direct result, people in encampments began moving into the HSC. Portland saw a 90% reduction in tents, a good measure of unsheltered homelessness, between December and February, with an 85% reduction in the first 5 weeks of that additional capacity alone. Portland went from 282 tents in the fall to 30 tents over the course of the winter, a number that has remained fairly steady through today. There are 20 tents reported today.

The effect has been profound. Not only is the number of people unsheltered lower this year than last, the number of people outside is lower this year than it was every year for at least the last 10 years. And where three people died of overdoses in the month of May 2023 in just one encampment (Marginal Way), not a single person died of an overdose in all of Portland in January of 2024. Portland has created a best practice.

And all of it hinges on capacity.



This will all be undone if the message on any one night is that the shelter is full and is turning people away.

That is fixed by having headroom in Portland's capacity. The extra 50 beds created exactly that headroom. With the emergency capacity at the HSC, there are currently 258 beds. Portland has come close, but in the six months of that capacity, it has never exceeded it. The monthly average number of shelter guests in January 2024 was 240/night and ranged from 224-249. That was the shelter's peak usage; it was 237 in February and continues to trend down as people are housed. This indicates that when you have sufficient capacity, including headroom, it doesn't increase demand. In fact, the opposite is true.

The Oxford Street Shelter reached its final capacity of 154 beds in 1998, when I was the Shelter Director. It remained at that capacity plus overflow, until March of 2023, and the increase in demand was effectively 50 beds on average. There were peaks above that certainly (2013 following the Great Recession, particularly), but efforts to house the Long Term Stayers, people using the same bed night after night, were wildly successful, leading to the new shelter being sized at 208 beds. In contrast, in 2023 when we limited shelter capacity and turned people away, homelessness grew some five-fold – in seven months. 25 years of providing adequate shelter, modest increase, seven months of inadequate capacity, exponential increase. And we are still digging our way out.

Portland's HSC is a fantastic homeless shelter; it is the best I have seen across the county, and I have seen many. It has everything a person needs to end their homelessness efficiently and effectively, and we are seeing numbers be reduced because people are inside, supervised, supported, and focused on getting housed. The fire marshal gives the building a capacity rating of 400+. Creating internal overflow capacity was wise. Keeping it is critical.

With my 37 years of experience in working to end homelessness, my recommendation is that you open this shelter to provide capacity within its fire marshal ratings so that wise staff on the ground, facing emergent needs, can always say that there is room for you inside tonight. I contend that this approach, coupled with all of the tremendous community collaborative resources at the HSC, will lead us to actual demand numbers below the target capacity of 208 in due time.

Conversely, I contend that if the shelter begins introducing ambiguity and messages of turning people away, we will go right back to exponential growth in unsheltered homelessness as we saw in 2023, but with the number of people outside quickly surpassing 1000, a disaster for Portland and particularly for the people experiencing homelessness.

Please empower your amazing staff to make good judgement calls. They are backed by a community and the Emergency Shelter Assessment Committee, established in 1987 and still in force meeting monthly to assess Portland's emergency shelter needs. Let the experts work within the capacity of the building and set ongoing "capacities" according to current needs. Right now that is 258. My hope is that with housing efforts, that will move lower. But please leave them room to flex to meet unanticipated circumstances on any given night. There were 240 beds used last night, a perfect example. Let's have Portland be prepared and address homelessness wisely.

Please extend the emergency capacity of 50 beds through August 19th, ensuring the Planning Board's decision will carry forward this success.

Thank you for your time and careful consideration.

Cullen Ryan, Executive Director
Community Housing of Maine

Tom Doherty

Fri, May 31, 3:40 PM
(3 days ago)

to publiccomment@portlandmaine.gov

Dear Mayor Dion, Members of the Council & Manager West

I would like to express Milestone Recovery's support for sustaining the increased bed capacity at the Homeless Service Center. This has been a critical factor in getting unhoused folks inside and cared for in a respectful and productive manner. We are fully in support of getting everyone inside in a safe environment to promote well-being and support getting the services that the unhoused need to live their best possible lives.

As both a Milestone staff member and a Portland resident I am very proud of our city stepping up to serve these folks. No one wants to see folks on the street suffering, being preyed upon and then lashing out at their life situation. Our staff at Milestone appreciate having a place to bring folks when our shelter is full or to quickly find a client in need of additional services. The Home Team's transporting folks to daily treatment opportunities is much more efficient when they are sheltered rather than roaming through moving tent encampments looking for individuals.

The huge drop in encampments and drop in overdose deaths is all a result of the "getting folks inside". We saw that clearly with the opening of the additional beds at the HSC. The thought of reversing this progress will be demoralizing for those unhoused, the people that work with them and the community as a whole. Any ambiguity from our City's leadership, sending a clear and forceful message that everyone belongs inside in safe and sanitary conditions could result in the encampments returning with the accompanying predation, crime and substance use. This is not fair to our police officers, firefighters, outreach workers and the citizens not to mention those caught up directly in those sites.

Please continue this increased capacity.

Sincerely

Thomas P. Doherty, M.S.W.

Executive Director

"Tom" Thomas Doherty M.S.W. (he/him/his)

Executive Director

Milestone Recovery

65 India Street

Portland, ME 04101

www.milestone-recovery.org

www.linkedin.com/company/milestone-recovery-maine

(207)775-4790 Ext 114

...

Support for Order 224-23/24

Brian Townsend <briant@commonspacemaine.org>
Fri, May 31, 4:56 PM (3 days ago)
to publiccomment@portlandmaine.gov, Aaron, Dena

Honorable: City Manager, Mr. Mayor, and City Councilors,

I'm writing on behalf of Commonsplace, where I serve as Executive Director, regarding Order 224-23/24. I urge you to approve the amendment to extend the emergency order (Order 37) that allows for the 50-bed increase at the Homeless Services Center, to August 19, 2024. As an agency that provides housing, housing navigation, street outreach, recovery resources, and food supports to Portlanders experiencing homelessness, and as a centrally involved entity within multiple collaborative efforts related to homelessness within this community, Commonsplace is well-positioned to assess the relative need, value, and impact of this expansion. We can state, with certainty, that this request meets an urgent community need. The expansion of capacity at the HSC currently serves and will continue to serve, for the foreseeable future, the truest and most accurate volume of need for these beds by our neighbors who are experiencing temporary or chronic homelessness. This expansion is needed to support our collective efforts to bring unsheltered individuals indoors, and on track to securing housing.

From my seat on the Advisory Council and from Commonsplace's position as an agency providing on-site services at the HSC, I would suggest that the 50-bed expansion has not had and will not have a discernible impact on the HSC's management effectiveness or on the surrounding neighborhood. The increase in the visibility of the HSC's guests in the neighborhood is owed to the intentional shift towards supporting chronically homeless and currently unsheltered individuals, which took place following the opening of the 166 Riverside shelter that is designated for asylum-seeking individuals. That shift allowed the HSC to begin to fulfill its intended purpose, providing our community with an opportunity to offer immediate, emergency shelter coupled with wrap-around services and supports for a population that experiences significant barriers to obtaining permanent housing. The HSC is a best practice model, with skilled and experienced staff joined by a wide array of community partners, holding a service space that is both complex and indescribably valuable to our community.

I also know from near proximity to the HSC and to the City's Social Services team that the City was very thoughtful and deliberate in advocating for the initial, temporary expansion, and that they are exercising the same level of thoughtfulness and deliberation today, in bringing forward the request for this amendment. As a member of last year's Encampment Crisis Response Team, Commonsplace was one of the many voices urging the City to consider adding capacity to the HSC, to create the right-sized number of beds needed to earnestly support individuals with an option to come indoors. We were also one of the many agencies urging the City to prioritize unsheltered individuals at the HSC. In both cases, the City weighed our advocacy against their concerns for other factors and priorities, including the needs of our asylum-seeking community members and the position of the HSC's Riverton-area neighbors. While we know that the decisions made by the City have not been easy to make, we greatly respect and appreciate that they have focused on having the HSC fulfill its potential, by serving the full volume of our community's most vulnerable population, while developing a program and space that successfully moves guests into housing and that supports minimal neighborhood impact.

I offer the strongest possible support for this amendment. It represents a continuing solution to an immediate and urgent community need, and the City's HSC team, with their multiple co-located partners, has demonstrated that it can support this expansion effectively.

Sincerely,

Brian Townsend

Brian Townsend

Executive Director

103 India Street, Portland, ME 04101

(207) 773-1956

briant@commonspacemaine.org

Confidentiality Notice: This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is strictly prohibited and punishable by law.



Date Application
Received

(For MaineDOT Use
Only)

Maine Infrastructure Adaptation Fund

Request for Application

Overview of the Grant Opportunity

The Maine Department of Transportation (MaineDOT) is seeking applications for the Maine Infrastructure Adaptation Fund (MIAF) to provide direct funding to **public entities enrolled in the Community Resilience Partnership (CRP), including municipal, tribal, and infrastructure districts to adapt their critical infrastructure to reduce vulnerability to climate change** resulting from extreme weather, sea level rise, inland and coastal flooding, severe heat, and other climate impacts. This Request for Application (RFA) document provides instructions for submitting applications. The program is administered by MaineDOT and uses state funding. This program builds on other available funding opportunities, including the capacity building and planning efforts available through the Community Resilience Partnership program administered by the Governor's Office of Policy Innovation and the Future (GOPIF). The CRP and MIAF programs will help develop a pipeline of infrastructure projects that are ready for construction and eligible for future federal support or private investment. Projects that come out of the Community Action Grants of the CRP, such as those identified through a vulnerability assessment, capital plan, watershed plan, or projects that were partially completed, will be priorities for funding awards. Eligible projects include the **scoping, design, and/or construction of specific public infrastructure, including stormwater, wastewater, drinking water, public lands, working waterfronts, or transportation infrastructure.**

The applicant must identify hazards associated with climate change, evaluate their impact on critical assets, identify adaptation practices, and present recommendations that adapt the infrastructure to reduce the vulnerability. The applicant should clearly demonstrate how the projects have been designed to better respond to changing climate conditions and to incorporate new climate change data. Projects should incorporate climate change projections and that align with the lifespan of the project. Final design or construction plan shall be stamped by a Maine Professional Engineer, as the law dictates.

The Maine Infrastructure Adaptation Fund provides grants to entities participating in the CRP program to support 1) scoping (problem solving), 2) design planned through the CRP, 3) local match for implementation and construction (following completed design). Applicants may request up to \$50,000 to support scoping and/or design, and \$125,000 to support match for construction. For construction projects, these funds cannot be used to pay more than 30% of total project costs. Applicants are required to provide at least 5% match. All local match must be directly related to the proposed project and tasks, and necessary substantiating documentation must be provided. Costs incurred prior to execution of the grant agreement including application preparation costs will not be considered as part of the match requirements. These funds can be used as state match for federal

grants.

If selected for an award, the applicant will be required to submit annual progress updates and a final project report. Annual updates will include description of progress, any scheduling changes, and invoicing/payments.

The applications will be scored by a select group of MaineDOT staff with input from other relevant agencies, including Maine Department of Environmental Protection and Department of Health and Human Services, as necessary. The MaineDOT Commissioner may use the funds at their discretion to support the efforts of regional significance or emergency exigent circumstances imminent risk to life or property. Entities requesting funds for these efforts must follow the MIAF application process to provide transparency and show how the funds will support the effort.

Application

Section 1: General Information

Applicant Name(s): City of Portland		
Contact Person: Troy Moon		
Mailing Address: 389 Congress Street		
City: Portland	State: ME	Zip: 04101
Daytime Phone No.: 207-756-8362	Email: thm@portlandmaine.gov	
NOTE: The following sections of this application request specific project-related information. If warranted, pictures, maps, exhibits, diagrams, survey summaries, etc., should be included with the application. Please be concise. If additional space is required, please attach supplemental sheets.		

Section 2: Project Information

Note: Separate complete application(s) are required for each different project application

Date on Community Resilience Partnership (CRP) Enrollment confirmation letter: March 18, 2022

Location of Project:

Provide abutting street name(s), elevation, and additional project location references. Feel free to attach designs/diagrams, maps, etc. that will help provide a clear description of the proposed scope and location:

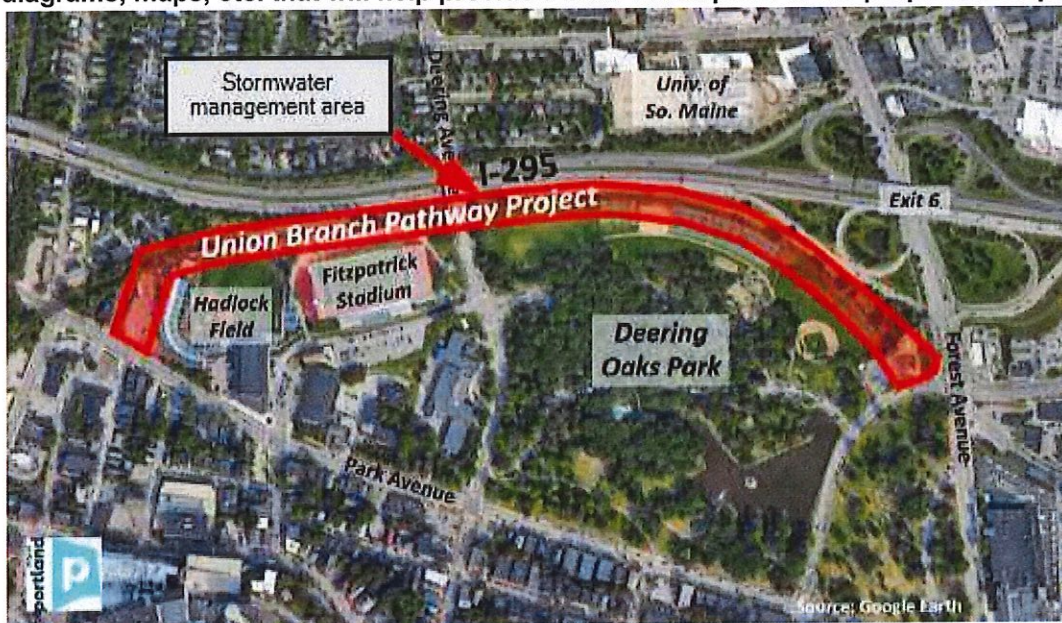


Figure 1: Project area

The Union Branch Pathway Project will construct an approximately 3,800 LF shared use pathway within an abandoned rail corridor extending from Forest Avenue/State Street to Park Avenue, immediately south of Interstate 295 in Portland. The project will complete one of the few remaining missing links within a planned circumferential pathway network around the Portland peninsula.

If awarded, this grant would support the Union Branch Pathway Project by funding necessary stormwater upgrades in the vicinity of Deering Avenue, Deering Oaks Park and I-295 and laying the groundwork for more comprehensive stormwater management solutions in the future. This area is a critical juncture in the currently

combined sewer-stormwater infrastructure serving much of I-295 between Exits 5 and 6 in Portland and a large portion of the surrounding watershed. Note: The Union Branch Pathway Project is a Locally Administered Project supported with MaineDOT funding. (Jerry Dostie is the MaineDOT Project Manager.). The City of Portland has coordinated with MaineDOT staff to design and review drainage and stormwater elements of the project to date.

Project Summary:

Describe the proposed climate change adaptation project including vulnerable asset, asset age and condition, as well as the climate change natural hazards, potential risk to system, and proposed improvements (500 words or less)

The drainage area for this project includes the pathway corridor and a sizable section of the Maine DOT I-295 right-of-way between St. John Street and Forest Avenue (Figure 2). During increasingly frequent and intense storm events, the existing combined sewer system in this area contributes to significant downstream flooding in Bayside and in combined sewer overflows into the Back Cove. This project will provide the City an opportunity to implement stormwater management on City property, which will mitigate combined sewer overflows and increase stormwater capacity and flood resilience within the system.

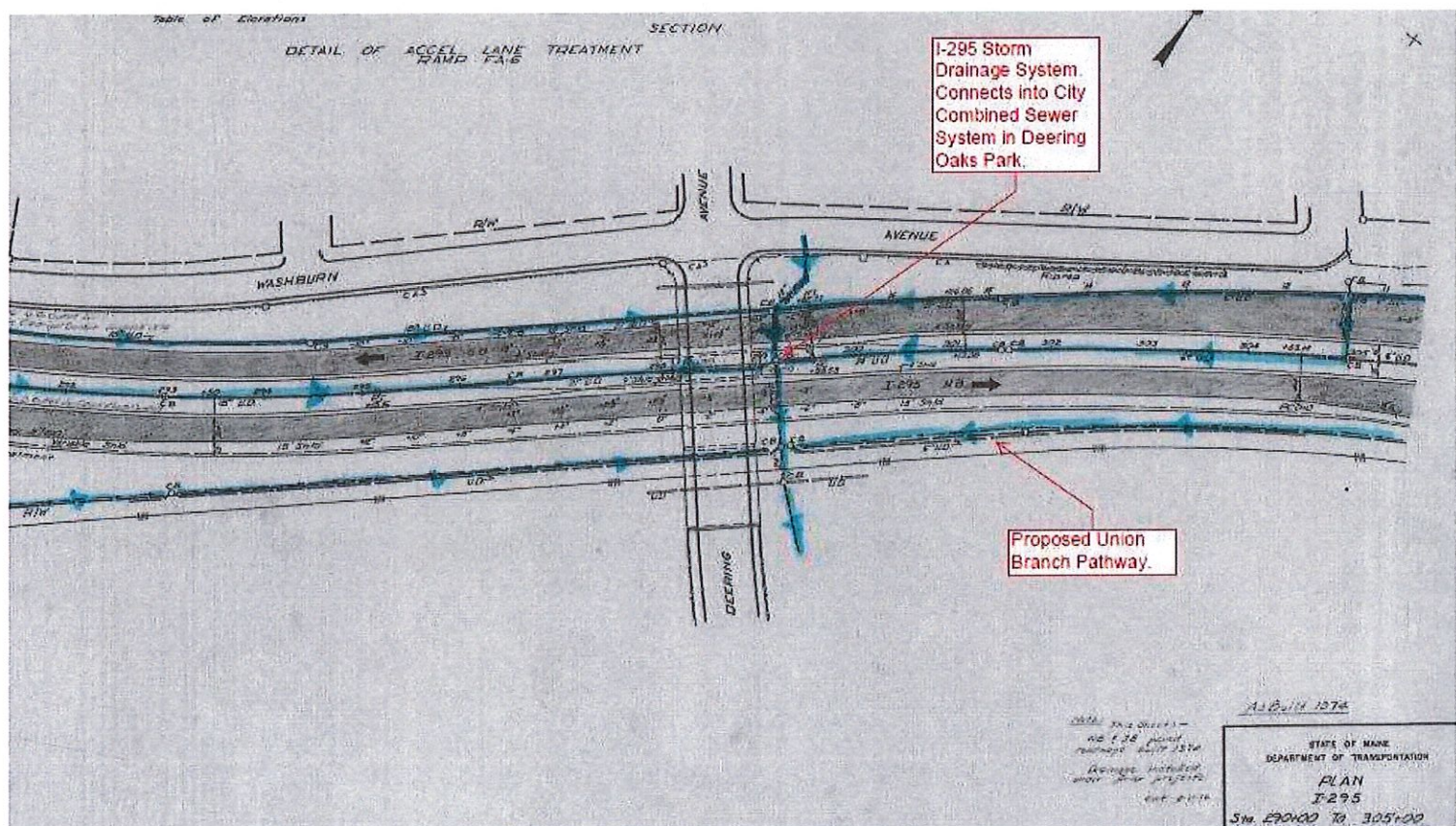


Figure 2: Project area drainage system

The intention of the proposed stormwater management, which will consist of multiple bioretention cells and other stormwater conveyance infrastructure intended to be installed as part of the Union Branch Pathway Project, is to reduce existing stormwater runoff impacts from I-295 and the pathway corridor on the City's combined sewer system, while also making the new pathway corridor more resilient to flooding during significant precipitation events. The green infrastructure systems will treat and attenuate stormwater runoff generated by the existing developed and impervious areas within the project area and slowly release the flows back into the combined

sewer system. This will provide combined sewer overflow (CSO) mitigation benefits which would supplement on-going work by the City as part of its CSO Mitigation Long Term Control Plan.

The proposed green stormwater infrastructure would benefit one of the City's largest combined sewer systems, which runs along Deering Oaks Park towards the Bayside neighborhood. Stormwater capacity issues in this combined sewer system contribute to combined sewer overflow discharges into Back Cove and frequent flooding in the Bayside neighborhood.

The design of this project also takes into account a future opportunity to extend and install a separated storm drain in Deering Oaks Park from State Street to the Deering Avenue overpass. This future separation would provide an opportunity for the City to separate approximately 20 acres of watershed area from the combined sewer system, including the new Union Pathway trail corridor and a significant portion of the I-295 right-of-way. This future work would further enhance the resilience of infrastructure in the area. The stormwater design for the pathway project will be configured to optimize this potential future sewer separation work.

Vulnerability and Climate Change Adaptation (35 points):

Demonstrate climate change impacts or vulnerability to hazards and provide documentation of historic events (500 words or less):

The [City of Portland's Climate Vulnerability Assessment](#), completed in 2020, provided a comprehensive evaluation of the risks that the City and its residents face from climate change. It noted significant vulnerability to flooding along the I-295 corridor that will affect both transportation infrastructure and stormwater and sewer assets. This impact was assessed based on both projected sea level rise and extreme precipitation events.

The City is currently developing coastal flooding resilience zones, which are based on a new hydrodynamic flood model developed in collaboration with the Maine Silver Jackets group, NOAA, and other partners. It projects a 100 year flood onto a sea level rise of 3.9 feet, the planning threshold for the City of Portland. The new model shows that the pathway and the adjacent Deering Oaks Park would be inundated under this scenario, and underscores the vulnerability of this area (Figure 3).



Figure 3: Map image showing the project area generated using the [City of Portland Coastal Flood Risk Map Viewer](#)

In addition to coastal flooding, the pathway and surrounding areas are susceptible to flooding during high precipitation events. The drainage area for this project includes the pathway corridor and a sizable section of the Maine DOT I-295 right-of-way between St. John Street and Forest Avenue. Currently, stormwater from these areas collects on the roadway surface before draining into the combined sewer system that serves the Bayside neighborhood on the eastern side of State Street. Stormwater capacity issues in this combined sewer system lead to combined sewer overflows and frequent flooding (*Figures 4, 5, and 7*). This project provides the water resources division of DPW a unique opportunity to collaborate with a critical transportation corridor project to increase resilience to flooding by providing stormwater management on City-owned land.



Figure 4: Flooding in Deering Oaks Park adjacent to the Union Pathway Corridor on January 13th, 2024.



Figure 5: Bayside flooding as a result of excess stormwater runoff and record high tidal heights on January 13th, 2024.

The One Climate Future Vulnerability Assessment indicates that Portland will experience more frequent events of heavy precipitation in coming years, which reinforces the need to incorporate stormwater management strategies in areas that feed the Bayside combined sewer system.

24-Hour Storm Event Precipitation Totals for Historic and Future Recurrence Intervals [Table]

Average Recurrence Interval (ARI) (years)	24-Hour Precipitation Totals (inches)		
	Historic	Mid-Term (2050)	Long-Term (2100)
1	2.62	2.93	3.07
2	3.23	3.62	3.79
5	4.22	4.73	4.95
10	5.05	5.66	5.92
25	6.19	6.93	7.26
50	7.07	7.92	8.29
100	7.95	8.90	9.32

Figure 6: Bayside flooding as a result of excess stormwater runoff and record high tidal heights on January 13th, 2024.

Figure 6, which is excerpted from the vulnerability assessment, provides the historic and projected rainfall totals for a 24-hour storm. It shows that a significant storm with five inches of precipitation within 24-hours has historically been likely to occur every ten years. However, by 2100, a storm of that magnitude is roughly equivalent to the five-year storm. In other words, a storm of that size is likely to occur twice as frequently by 2100. Projects like this one are essential to reducing stormwater flows as heavier precipitation events occur more frequently.



Figure 7: Bayside Flooding as a result of excess stormwater runoff and record high tidal heights on January 10th, 2024.

Describe risk to public safety associated with vulnerable infrastructure and which groups (business, general public etc.) will benefit from the project (500 words or less):

The Bayside neighborhood faces regular street flooding events that are exacerbated by the overcharged combined sewer that runs through the neighborhood (as demonstrated in Figures 4, 5, & 7 above). This results in disrupted travel, delayed access to critical resources including medical facilities, and challenges for public safety personnel to emergency services. Businesses impacted include pharmacies, medical offices, and grocery stores.The City of Portland's Climate Vulnerability Assessment, which was adopted in 2020 as part of the One Climate Future Climate Action Plan, inventoried the range of community assets that are impacted by flooding, as demonstrated in Figure 8, which is excerpted from the vulnerability assessment.

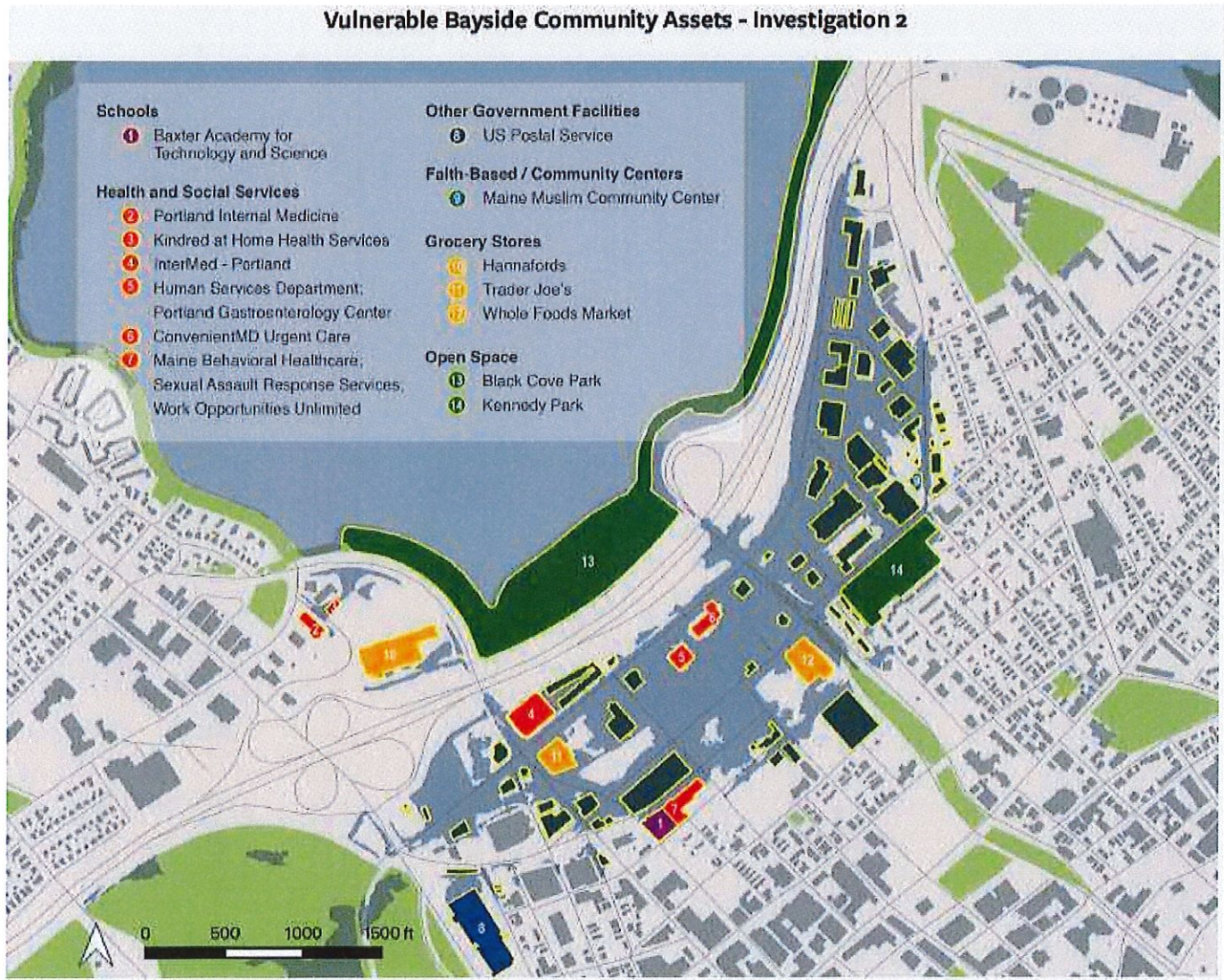


Figure 5.6. Flood vulnerability for a set of community assets in the Bayside area in Portland. Flooding across a neighborhood can have significant repercussions when a number of community resources—such as schools, grocery stores, community centers, health facilities, libraries, and open space—are closed or compromised for an extended period of time.⁹¹

Figure 8. Excerpt from One Climate Future Climate Vulnerability Assessment, p. 105

Using the Maine Social Vulnerability Index (MSVI), describe how this project will support vulnerable populations. Social vulnerability relates to the circumstance of a person or community that affect their capacity to anticipate, confront, repair, and recover from the effects of a disaster. The MSVI uses 17 socioeconomic and demographic indicators including poverty, minority status, people without vehicles, people with disabilities, older adults, and people with limited English proficiency (500 words or less):

While Portland's overall rating on the MSVI is medium, there are several neighborhoods in the City, including Bayside, that are amongst the most vulnerable in the state. The City of Portland's Climate Vulnerability Assessment (2020) evaluated all of Portland's neighborhoods using the 17 socioeconomic and demographic indicators in the MSV to identify which are most impacted by compounding social vulnerabilities and climate hazards. It indicated that the Bayside neighborhood is home to a wide range of disadvantaged individuals, with 59% of the population living below poverty level, more than half without access to a vehicle, and 46% racial/ethnic minority.

The Nature Conservancy's Coastal Resilience Map Viewer overlays the 17 NSVI categories on census tracts. Zooming into the Bayside provides metrics in each of the categories (Figure 9). It indicates that the neighborhood has an extremely high concentration of residents with a mix of vulnerabilities, from poverty, lack of access to a vehicle, and minority status. This places Bayside amongst the most socially vulnerable census tracts in Maine.

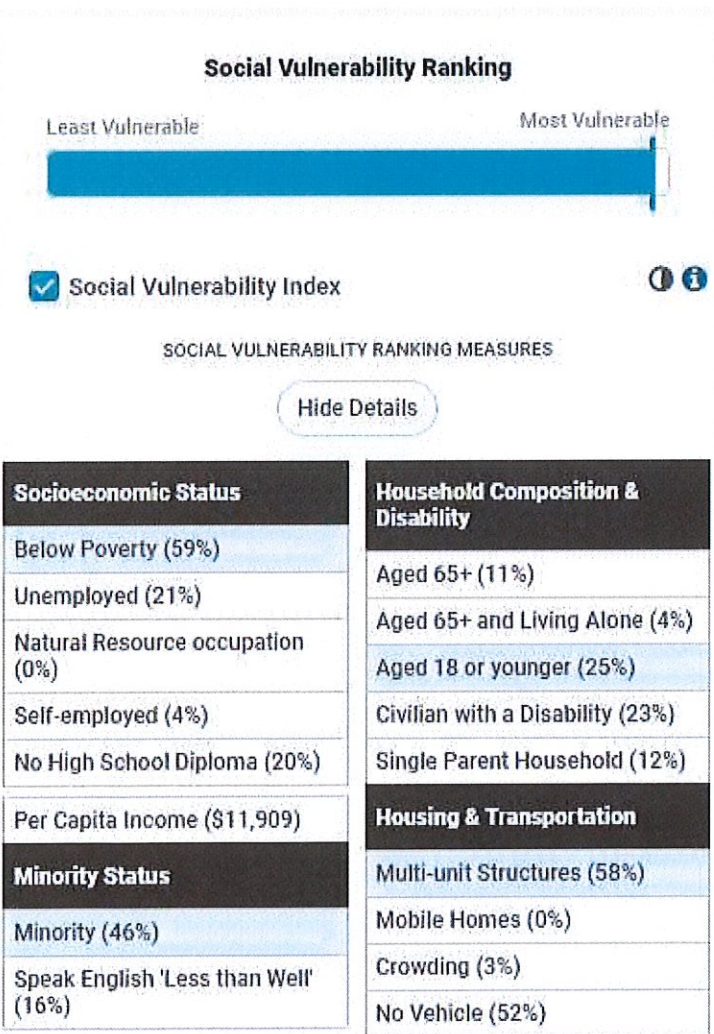


Figure 9: Chart produced using the Nature Conservancy's Coastal Resilience Map Viewer that overlays the MSVI data with geospatial data.

The Biden Administration has committed that at least 40% of funding from certain federal programs will go to disadvantaged communities across the country based on a number of economic and social indicators. These include the percentage of people in poverty, condition of housing, legacy pollution, and proximity to high volumes of traffic. As noted in the excerpt from the Federal screening tool (Figure 10), Bayside is recognized as a disadvantaged, social justice community because it meets four environmental burden thresholds and the economic threshold.

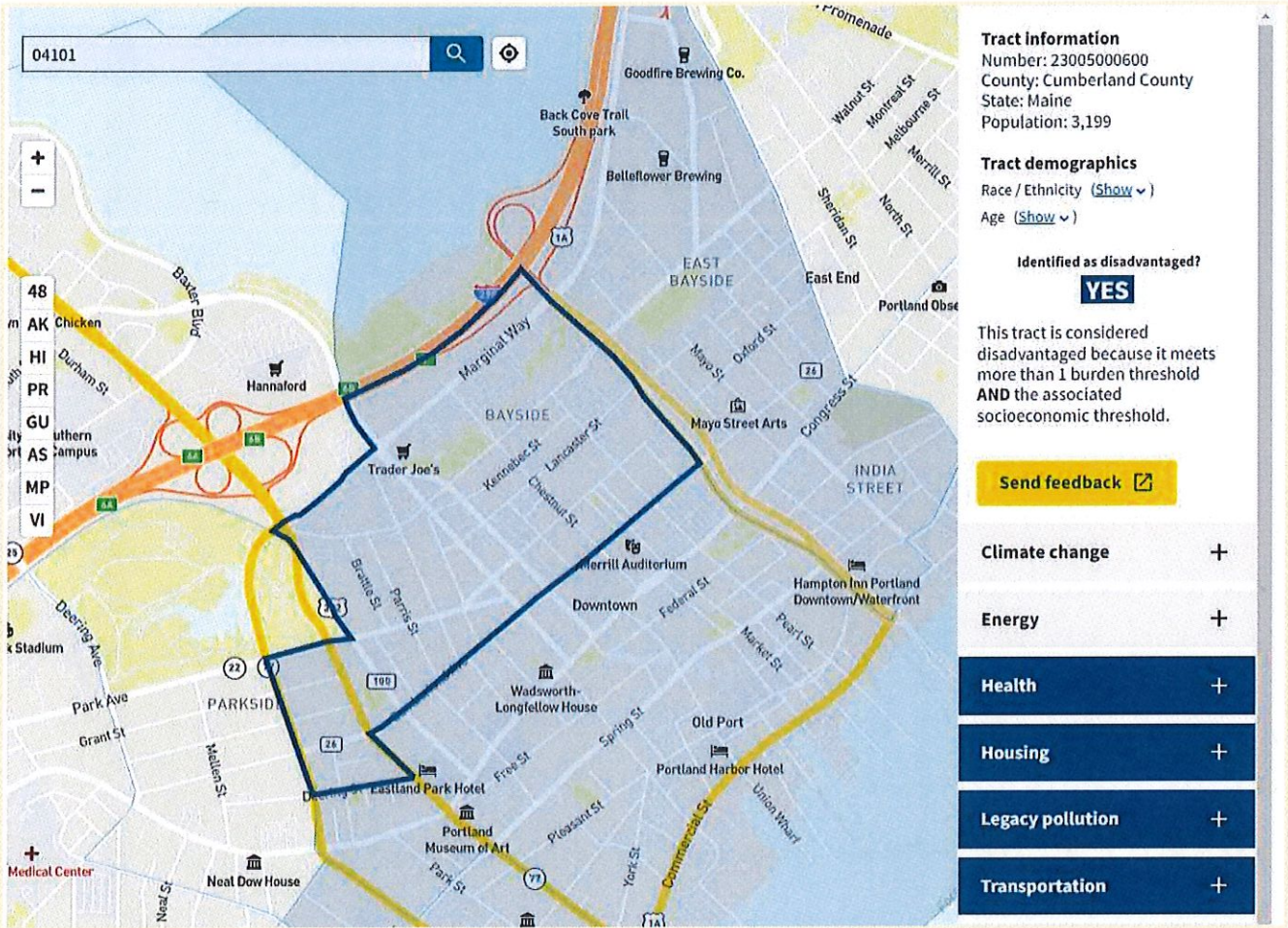


Figure 10: [Climate and Social Justice Screening Tool](#) output demonstrating that Bayside qualifies as a social justice community.

Project Scoping and Design (30 points):

Describe whether the project is scoping, design, or implementation/construction (150 words or less):

The Union Branch Pathway Project, including these stormwater infrastructure investments, is in the final design phase now (December 2023 to April 2024).

Provide a bulleted list of proposed specific improvements organized by task, including work to be completed, methodology, deliverables, and project team members (300 words or less):

Proposed MIAF Grant Eligible Stormwater Management Improvements (Construction)

Union Branch Pathway- Proposed MIAF Grant Stormwater Scope/Estimate					
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMT.
603.15	12-inch Diameter Storm Drain Pipe (All Depths)	LF	156	\$ 225.00	\$ 35,100.00
603.19	24-inch Diameter Storm Drain Pipe (All Depths)	LF	457	\$ 338	\$ 154,237.50
604.13	4-foot Diameter Catch Basin	EA	4	\$ 6,000	\$ 24,000.00
604.15	4-foot Diameter Manhole	EA	4	\$ 6,000	\$ 24,000.00
604.16	Core Existing Structure	EA	1	\$ 1,700	\$ 1,700.00
604.17	Alter Catch Basin or Manhole	EA	1	\$ 1,900	\$ 1,900.00
900.10	Bio-Retention Cell Construction	SY	291	\$ 280	\$ 81,386.67
				Subtotal	\$ 322,324
				25% Contingency	\$ 80,581
				Total	\$ 402,905

Project Team

LPA Project Manager: Bruce Hyman, Transportation Program Manager, City of Portland
Stormwater Engineering: Justin Pellerin, PE, City of Portland Water Resources Division
Troy Moon, Sustainability Director

Describe (if applicable) design efforts that have been completed to date on the proposed project and attach any completed design information, and proposed schedule for design or implementation completion (500 words or less).

The PDR phase of the overall Union Branch Pathway Design was completed in December 2023. During that phase, stormwater issues were identified. In December 2023 and January 2024, two specific meetings were held with MaineDOT and the City's design consultant to focus on addressing identified drainage and stormwater issues within the project area. These are the improvements considered here.

Schedule (15 points):

Provide detailed timeline of project tasks with anticipated completion dates for the project, including deliverables, likelihood of project success based on support of landowners and public, funding feasibility, technical, financial, and management capacity, and regulatory hurdles (500 words or less):

Union Branch Pathway Design Phase:

Project Kick-off: August 2022
PDR: August 2022 to December 2023
Final Design/PS&E: December 2023 to April 2024
Bid/Advertisement: April/May 2024

Construction Phase:

Kick-off: August 2024
Construction: August 2024 to November 2024; April 2025 to July 2025

It is anticipated that the infrastructure portion of the project funded by the MIAF grant will be constructed in 2024, with the plantings for the rain gardens installed in 2025.

Provide all applicable public meeting dates including town council/selectboard meeting for the project, for the budgetary approvals of funding and local match (300 words or less):

The local match will be provided by Water Resources Enterprise Fund Capital Improvement Fund appropriated in Council Order 148-22/23 which occurred on March 20, 2023

Provide any public engagement activities that have occurred to date (300 words or less):

The Portland City Council has approved several Council orders authorizing the agreements related to grant and local match funding for the Union Branch Pathway Project. Public meetings were also held for the project in 2016, both with local stakeholder groups and with the broader public. For the Preliminary Design Report phase of the project in 2023, a formal public meeting was held. (See the project page at <https://portland.civilspace.io/en/projects/parkside-to-the-portland-transportation-center-pathways-projects>.) In March 2023, the Council approved supplemental Capital Improvement Program funds for the pathway project's construction phase.

Budget (20 points):

Provide detailed budget by completing table below (As noted above, Applicants may request up to \$50,000 to support scoping and/or design, and \$125,000 to support match for construction. For construction projects, these funds cannot be used to pay more than 30% of total project costs):

Project Budget Table

Estimated Cost of Infrastructure Project

Preliminary/Final Design Engineering/Environmental Permitting:	1. \$0
Construction:	2. \$ 402,905.00
Construction Oversight/Engineering (CE):	3. \$ 0
Total Value of Project (add lines 1 through 3):	4. \$ 402,905.00
Local Match/Voluntary Contributions (Note: All match/voluntary contributions must be detailed. Bonus consideration may be given to applications that offer additional match/voluntary contributions beyond any applicable required local match.)	
Cash (in most instances, cash is the only allowed match):	5. \$ 282,905 (70%)
Potential quantifiable labor and/or materials contribution:	6. \$ 0
Materials as proposed local match, please provide attachment With overview detailing how many hours, hourly rates, material quantities and costs, etc.)	
Total Local Match Contributions (minimum 5% of total project required)	7. \$ 282,905.00
Funds Requested from MaineDOT	8. \$ 120,000.00

Note: The sum of Lines 7 and 8 should equal Line 4 above.

Please describe source of local match:

Local match will be provided by the City of Portland Water Resources Enterprise Capital Improvement Fund.

Section 3: Authorized Signatures

These signatures indicate that if the municipality is approved for funding, that the municipality will enter into a municipal/state agreement with MaineDOT requiring the municipality/applicant/sponsor to administer the development, design, and construction of the project abiding to federal, state, and local requirements. The signature also indicates that the community understands that it will be entirely responsible for maintenance of the finished project, and that the public will have access to the project for the life of the project.

Note: Information will be available on the Department's grant page

<https://www.maine.gov/mdot/grants/>

An authorized representative of the city/town

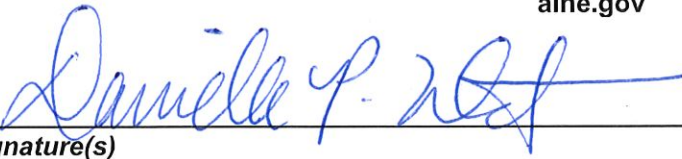
Municipal Official:

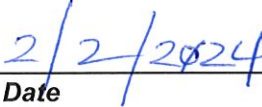
Name(s): Danielle West

Title: City Manager

Phone #: 207-874-8689

Email: dwest@portlandmaine.gov


Signature(s)


Date

Local Project Municipal Contact (likely to be the Local Project Administrator)

Name: Bruce Hyman

Title: Transportation
Program Manager

Phone #: 207-874-8717

Email: bhyman@portlandmaine.gov

Section 4: Application Process

MaineDOT issues the RFA for the Maine Infrastructure Adaptation Fund. Applicants must submit a completed PDF application consisted with this RFA and using the space provided.

Applications must be received by **February 2, 2024, at 11:59 p.m.** local time. Applications received after the deadline will be ineligible for award consideration. Submit application by email in accordance with the schedule.

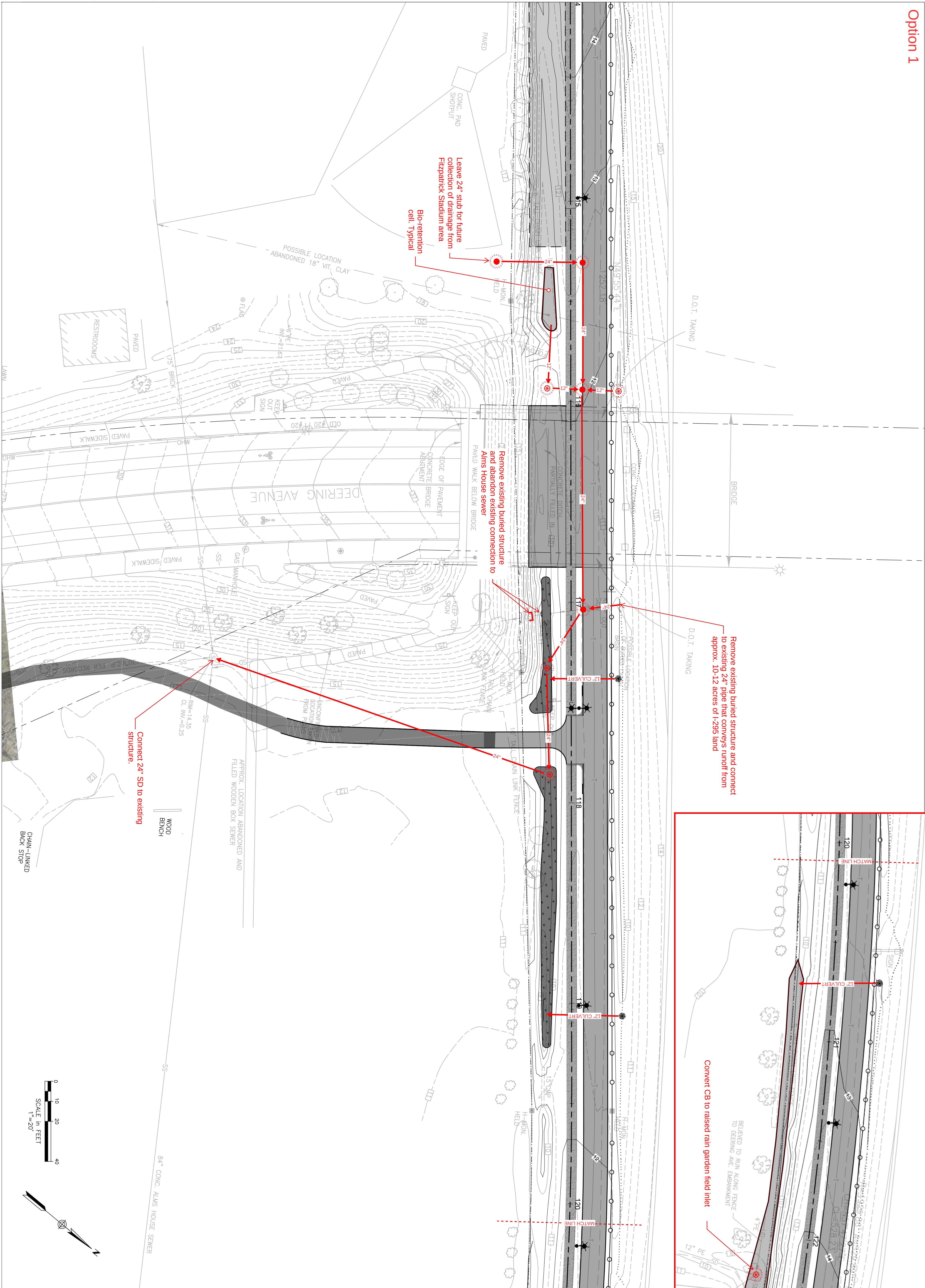
Applications are to be submitted to MaineDOT via Adaptation.DOT@maine.gov. Only applications receive by email will be considered. Applicants are to insert the following into the subject line in their email "RFA Submission – Applicant's Name". Applicants should submit a PDF file with the file name: "TOWN NAME.PDF".

When we receive email, you will receive a response of receipt within one week. If you do not receive a response, call Taylor LaBrecque at 207-441-7696 as soon as possible.

Information will be available on MaineDOT's grant page:
<https://www.maine.gov/mdot/grants>

Contact information:

Taylor LaBrecque
Environmental Office
Maine Department of Transportation
16 State House Station
Augusta, ME 04333

[illegible]

Maine Infrastructure Adaptation Fund Grant Agreement (State Funds)

MaineDOT WIN: _____	Vendor Number: _____
Maximum Grant Funds: \$ _____	Grantee Match: _____
Agreement Effective Date: _____	Agreement End: _____

NOTE: The information in the table above is for administrative purposes only and is not part of the Maine Infrastructure Adaptation Fund Grant Agreement below.

**MAINE INFRASTRUCTURE ADAPTATION FUND
GRANT AGREEMENT**

This Maine Infrastructure Adaptation Fund Grant Agreement (the "Agreement") is entered into by and between the State of Maine, acting by and through its Department of Transportation ("MaineDOT"), and City of Portland (the "Grantee").

EFFECTIVE DATE: This Agreement is effective as of the date last signed as indicated on the signature page below (the "Effective Date"), and does not take effect until both MaineDOT and the Grantee have signed. Any commitments made or obligations or expenditures incurred by Grantee prior to the Effective Date of this Agreement are at Grantee's sole risk and may not be reimbursed in whole or in part by MaineDOT in MaineDOT's sole judgment.

RECITALS

1. The Maine Infrastructure Adaptation Fund ("MIAF") was established to provide MIAF grant funding ("Grant Funds") to public entities enrolled in the Community Resilience Partnership to adapt their critical infrastructure to reduce vulnerability to climate change resulting from extreme weather, sea level rise, inland and coastal flooding, severe heat, and other climate impacts, which will increase day-to-day functional capacity and improve performance and survivability of these assets during an emergency.
2. MaineDOT is authorized to administer the Grant Funds, which will be State funds, in accordance with the MIAF.

3. MaineDOT has conducted a competitive application process for Grant Funds for infrastructure projects under the MIAF.
4. In reliance on the representations contained in Grantee's application to the MIAF for funding for its infrastructure project (the "Application"), which is incorporated by reference into and made part of this Agreement, MaineDOT has selected Grantee's infrastructure project for Grant Funds subject to the terms and conditions of the MIAF and this Agreement.

In consideration of the foregoing Recitals, which are an integral part of this Agreement, and the mutual covenants and agreements contained herein, MaineDOT and Grantee hereby agree as follows:

A. Grantee's Infrastructure Project

1. Grantee will undertake and complete the infrastructure project described in Grantee's Application (the "Infrastructure Project") and referenced in Appendix A hereto, which is incorporated into and made part of this Agreement. The completed Infrastructure Project must conform to the Application. Final design and construction plans for Grantee's Infrastructure Project must be stamped by a Professional Engineer licensed in Maine and evidence thereof must be made available to MaineDOT upon request. Grantee will not make any changes to the Infrastructure Project to a degree that fundamentally alters the Infrastructure Project unless it has received the prior written consent of MaineDOT.
2. Grantee will use qualified contractors and consultants for the design, engineering, and construction of the Infrastructure Project and will have sole responsibility for overseeing and monitoring the Infrastructure Project during its design, engineering, construction and implementation. In addition, Grantee will be solely responsible for ongoing maintenance of the Infrastructure Project at its own cost and expense.
3. Grantee will comply with all applicable federal, Maine, and local laws and regulations, including but not limited to environmental laws and regulations, in connection with the Infrastructure Project. In the event that the Infrastructure Project is required to comply with the National Environmental Policy Act, as amended, and associated regulations (collectively, "NEPA") because it is also funded with funds from a federal financial assistance program or requires a federal permit, Grantee will be solely responsible for ensuring such NEPA compliance.
4. Grantee will obtain and keep in effect all federal, Maine, and local permits required for the Infrastructure Project.
5. Grantee will obtain any necessary property rights for the Infrastructure Project.
6. Grantee will ensure that the Infrastructure Project does not create any safety hazards or undue inconvenience to the public and will take steps to ensure the safety of the

public at all times in connection with the Infrastructure Project. In the event that Grantee's Infrastructure Project affects a public roadway or any associated right-of-way, Grantee must take steps to ensure that the Infrastructure Project does not reduce the safety or structural quality of the roadway or right-of-way, there are no roadway obstructions for the traveling public, and the roadway surface is restored so that it provides a smooth ride.

7. Grantee will adhere to the timelines for development and completion of the Infrastructure Project ("Project Milestones") set forth in Grantee's Application and Appendix A hereto, as may be extended with MaineDOT's consent. If the Infrastructure Project involves construction, Grantee will also ensure that it is fully functional no later than the Project Completion Date set forth in Appendix A, as may be extended with MaineDOT's consent.

B. Funding of Infrastructure Project

1. MaineDOT will disburse Grant Funds to Grantee for actual eligible direct costs of the Infrastructure Project in the maximum amount set forth in Appendix A attached hereto. Grantee will use Grant Funds only for eligible costs of the Infrastructure Project as described in its Application. In the event that actual eligible direct costs of the Infrastructure Project are less than the maximum amount of Grant Funds set forth in Appendix A hereto, MaineDOT will disburse Grant Funds only in an amount sufficient to pay actual eligible direct costs of the Infrastructure Project, subject to the requirements of this Section B below.
2. Grantee will provide matching funds for the Infrastructure Project in the amount(s) and from the source(s) identified in Appendix A, which represents the percentage of the maximum amount of Grant Funds set forth in Appendix A ("Match"). Costs incurred by Grantee prior to the Effective Date of this Agreement are not considered part of Grantee's Match requirement.
3. Grantee will pay all costs of the Infrastructure Project that exceed the maximum amount of Grant Funds plus Match under this Agreement. The estimated total cost of the Infrastructure Project is set forth in Appendix A hereto.
4. MaineDOT will make disbursements of Grant Funds in no more than three (3) payments. Grantee may request fewer than three (3) payments.
5. Disbursements of Grant Funds will be made only on a reimbursement basis and each disbursement must be associated with the completion of a specific Project Milestone identified in Appendix A. For purposes of this Agreement, "reimbursement" means that eligible Infrastructure Project costs (i) have been paid by Grantee or (ii) have been incurred by Grantee and payment is due.

6. a. Each request for Grant Funds must be accompanied by all of the following, in the format that may be required by MaineDOT:
 - (i) The Project Milestone set forth in Appendix A for which reimbursement is requested and the start and end dates for that Project Milestone.
 - (ii) A written explanation of any variance of more than thirty (30) days in the schedule set forth in Appendix A in completing the Project Milestone.
 - (iii) An invoice that includes an itemized list of expenses actually incurred by Grantee identifying the services and materials, with amounts, dates, and vendor and contractor names and evidence that such expenses have been paid or that payment is due.
 - (iv) The total amount of Grant Funds being requested, showing the dollar amount deducted for the portion of Match applied to the invoice as specified in Appendix A hereto.
- b. A request for disbursement of Grant Funds may not include any contractor retainage withheld by Grantee. MaineDOT will not disburse Grant Funds for any such retainage.
- c. MaineDOT will review each request for disbursement of Grant Funds and supporting materials to ensure that costs are eligible for reimbursement with Grant Funds in accordance with this Agreement and may request additional information deemed necessary by MaineDOT before disbursing Grant Funds. In the event any additional information requested by MaineDOT is not provided, MaineDOT may withhold all or a portion of the Grant Funds requested by Grantee, as determined by MaineDOT.
- d. Prior to the first disbursement of Grant Funds, Grantee may terminate this Agreement after fifteen (15) days prior written notice to MaineDOT. If Grant Funds become unavailable to fund the Infrastructure Project, MaineDOT will have the right to terminate this Agreement after fifteen (15) days prior written notice to Grantee. In the event of termination of this Agreement by Grantee or MaineDOT, MaineDOT will have no liability for payment of Grant Funds to Grantee.
7. a. Grantee acknowledges and agrees that it may forfeit the undisbursed balance of the Grant Funds if MaineDOT determines that a Project Milestone is significantly behind schedule and Grantee cannot demonstrate to MaineDOT's satisfaction earnest and good faith efforts to complete the Infrastructure Project within a reasonable additional time, as determined by MaineDOT.
- b. In addition, if MaineDOT determines that Grantee has failed to complete the Infrastructure Project in accordance with this Agreement, or has used Grant Funds for any purpose other than as provided in this Agreement, or has failed to submit all

required reports to MaineDOT as provided in this Agreement, MaineDOT will also have the right to terminate this Agreement, withhold all further disbursements of Grant Funds, recoup Grant Funds disbursed to Grantee, set off amounts of Grant Funds payable to Grantee against amounts that Grantee is required to pay or return to MaineDOT under this Agreement or any other arrangement or agreement between MaineDOT and Grantee whether or not related to MIAF, and pursue all other legal remedies that may be available to MaineDOT after written notice of non-compliance is provided to Grantee and Grantee fails to cure the non-compliance within the period specified in the notice, in MaineDOT's judgment. MaineDOT will have the right to recover its attorneys' fees and legal costs in the exercise of its legal remedies.

8. Grantee acknowledges and agrees that MaineDOT's obligations under this Agreement are conditioned on the availability of MIAF funds and on MaineDOT's continued authorization under applicable laws, regulations, or appropriations to use such funds for the purposes described in this Agreement.

C. Reporting

1. For each calendar year, or portion of a calendar year, after the Effective Date of this Agreement until completion of the Infrastructure Project, Grantee will submit an annual report to MaineDOT ("Annual Report"), as provided in the MIAF. Each Annual Report will be due not later than fifteen (15) business days after the close of a calendar year. Each Annual Report must include all of the following:
 - (a) A description of the progress of the Infrastructure Project, including percent completed and whether the Infrastructure Project is on track to be completed by the Project Completion Date set forth in Appendix A based on the major activities that remain to be completed.
 - (b) Any scheduling changes and the reasons for any delays.
 - (c) Cumulative costs incurred and expenditures made for the Infrastructure Project for the calendar year.
2. Within thirty (30) days after the completion of the Infrastructure Project, Grantee will also submit a final report on the Infrastructure Project, which must include the following:
 - (a) A summary of the completed Infrastructure Project.
 - (b) A description of the anticipated reduced risk to public safety resulting from the Infrastructure Project, based on the estimated number of individuals and businesses that will no longer suffer from impacts such as service disruption, inoperability, or inaccessibility of a necessary resource.

- (c) The anticipated amount of the avoided cost of damages that results from the Infrastructure Project, based on records of past actual damage costs incurred during failure of similar infrastructure, or in the absence of such records, estimated damage costs.

D. No Liability

Notwithstanding MaineDOT's selection of Grantee's Infrastructure Project for an award of Grant Funds or the provision of Grant Funds to Grantee under this Agreement, MaineDOT will have no responsibility or liability to Grantee or its agents or contractors or any other third party for any damages, costs, claims, demands, or causes of action arising from the design, engineering, or construction of Grantee's Infrastructure Project or from any other cause. This Agreement is for the sole benefit of MaineDOT and Grantee and is not intended to benefit any other person or entity, and no such person or entity will be deemed a third-party beneficiary of this Agreement or have any rights under this Agreement, including but not limited to any rights to payment with Grant Funds or any other funds.

Nothing herein will waive any defense, immunity, or limitation of liability that may be available to MaineDOT or its officers, agents or employees under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities as may be provided by law. *This provision will survive any expiration or earlier termination of this Agreement.*

E. Records

Grantee must retain full and accurate records of all labor, services and materials obtained, and associated costs and expenditures, with supporting invoices, receipts, and check copies, for the Infrastructure Project for a period of three (3) years after the date of the final disbursement of Grant Funds to Grantee. MaineDOT and any appropriate agency of Maine State government (each, a "Reviewing Agency") will have the right during said three-year period to review, examine, audit, and copy such records during Grantee's normal business hours, and Grantee will cooperate in all respects with each such Reviewing Agency.

F. Contact Information

1. MaineDOT's Project Manager for this Agreement is as follows:

Sierra Millay
Project Manager
Maine Department of Transportation
16 State House Station

Augusta, Maine 04333

Tel: (207) 441-6435

Email: Adaptation.DOT@maine.gov

2. Grantee's Project Manager and related contact information for this Agreement are set forth in Appendix A hereto.
3. Any notice provided for in this Agreement may be sent by email.

G. Nondiscrimination

Grantee will not discriminate against any person on the basis of race, color, ethnicity, national origin, sex, sexual orientation, gender identity, religion, disability, age, or familial status. Grantee will comply with all applicable federal, Maine, and local laws and regulations regarding nondiscrimination.

MaineDOT does not and will not exclude from participation in, or deny the benefits of, its programs or activities, or subject anyone to discrimination or treat persons unfavorably based on race, color, religion, national origin, sex (pregnancy, sexual orientation, and gender identity), age, genetic information, disability, veteran status, limited English proficiency, or economic status. In addition, MaineDOT will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination.

H. Miscellaneous

1. This Agreement and its Appendix A may be amended only in a writing signed by MaineDOT and Grantee.
2. Grantee has received all necessary approvals and authorizations by its governing body for the Infrastructure Project, including but not limited to Match, and its entry into this Agreement.
3. Grantee is acting as an independent contractor and not as an agent, representative, or partner of MaineDOT under this Agreement.
4. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Each party agrees that this Agreement and any other documents to be executed in connection with this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

In witness whereof, MaineDOT and Grantee have executed this Maine Infrastructure Adaptation Fund Grant Agreement by their respective duly authorized representatives.

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Date

By: _____
Joyce Noel Taylor
Chief Engineer

GRANTEE

Date

By: _____

Printed Name: _____

Title: _____

**APPENDIX A
TO
MAINE INFRASTRUCTURE ADAPTATION FUND GRANT AGREEMENT**

WIN Number 28002.15

Name of Grantee City of Portland

Grantee's Contact Information for Infrastructure Project

Project Manager Troy Moon

Mailing Address 389 Congress Street, Portland, Maine 04101

Tel. 207-756-8362

Email thm@portlandmaine.gov

Name of Grantee's Infrastructure Project Union Branch Pathway Project

Physical Location of Infrastructure Project Union Branch Rail Corridor, Portland

Project Milestones – description and start and end dates of each

1. Construction Begin (August 2024)
2. Construction End (July 2025)

Projected Project Completion Date 07/31/2025

Total Maximum Grant Funds \$120,000.00

Funding Match

Percentage of Total Grant Funds Amount 235%

Dollar Amount \$282,905.00

Source City of Portland Water Resources Enterprise Capital Improvement Fund

Estimated Total Project Cost \$402,905.00

Anticipated number of Disbursements of Grant Funds to be requested (must be 3 or fewer and each must be tied to completion of a specific Project Milestone above)

1. 1/3 Construction Complete (33%)
2. 2/3 Construction Complete (67%)
3. 3/3 Construction Complete (100%)

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$120,000 MAINE
INFRASTRUCTURE ADAPTATION GRANT FROM MAINE DEPARTMENT OF
TRANSPORTATION FOR THE UNION BRANCH PATHWAY PROJECT**

ORDERED, a Maine Infrastructure Adaptation grant in the amount of \$120,000 from the Maine Department of Transportation is hereby accepted and appropriated for the Union Branch Railroad project; and

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

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE AGREEMENT BETWEEN THE CITY OF PORTLAND
AND PORTLAND DOWNTOWN FOR FISCAL YEAR 2024-2025**

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially in the form attached and any other documents necessary to effect the intent of this order, and to carry out the Development Plan for the Downtown Improvement District for the period from and after its Effective Date and ending June 30, 2025.

FY25 Budget and Development Plan



Portland Downtown stimulates a thriving, vibrant & sustainable downtown community

FY24 Highlights

- Monument Square Tree Cam
- Mission 3/65
- 2/07 Day
- Increased success in our cadet program
- Graffiti fighting partnership with Audet Enterprises
- Partnered with Milestone HOME Team & CommonSpace
- Public Restroom Advocacy, Placement, Evaluation & continued efforts + Forum & Report
- Hockey Watch Party
- Six (6) Traffic Box murals
- Crosswalk Activation, con't
- Park(ing) Day
- Gorham's Corner Activation
- Mural at Free Street - graffiti management
- Downtown Worker Appreciation Day
- Merry Madness

Fiscal Year 2025

- FY25 modest increase owing to inflation + CPI growth
- Supplemental Services at \$491,650
- Continued funding for various social service partners
- Increased cadet funding owing to extra impactful 2023 team, need & reassessment of approach
- Continuing our new mural program
- Funding for seasonal restroom

Notes on FY25 Budget

- Enhanced Space Activation Work
- Continued events calendar
- Visitor Information Booth
- Continued social service partnership
- Continued graffiti efforts
- Focus on empty spaces in Arts District

FY25 Development Plan

- Strengthen outreach & relationship building
- Grow advocacy efforts
- Continue to expand mural program
- Further engage downtown residential community
- Monument Square efforts continue - Market & produce (?)
- Public Restroom efforts continue
- Age-Friendly Business efforts continue
- Grow Placemaking efforts

2020-2025 Strategic Plan Guiding Principles

- Portland Downtown is a community builder
- Portland Downtown is a key advocate for the downtown community
- Portland Downtown is a strong partner & collaborator
- Portland Downtown strives to be increasingly environmentally sustainable
- Portland Downtown believes in organizational sustainability

PORTLAND'S DOWNTOWN DISTRICT

July 2024 - June 2025

Income	
ASSESSMENT REVENUE	1,334,572.27
CONTRIBUTIONS INCOME	750.00
EVENT INCOME	39,000.00
INTEREST INCOME	2,643.18
MURAL INCOME	13,125.00
P&W INCOME	2,700.00
Total Income	1,392,790.45
Expenses	
CLEAN INITIATIVES	
ALLEYWAY ACTIVATION EXPENSE	250.00
CLEAN & SAFE EXPERIENCE	4,800.00
ESTIMATED NONCOLLECTION	13,280.28
FIXED FEE FOR DID ADMIN	10,550.00
PUBLIC ART	8,625.00
PUBLIC RESTROOM MAINTENANCE, ETC	35,000.00
REPAIRS & IMPROVEMENTS	4,980.00
SUPPLEMENTAL SERVICES CONTRACT	491,650.00
Total CLEAN INITIATIVES	569,135.28
DAYS / EVENTS	
207 DAY	4,500.00
DOWNTOWN WORKER APPR DAY (DWAD)	10,000.00
PARK(ING) DAY	1,000.00
POLICE AWARDS BREAKFAST	7,000.00
MICRO EVENTS	2,400.00
Total DAYS / EVENTS	24,900.00
EMPLOYEE COSTS	402,464.03
INSURANCE	4,750.00
LIGHT UP YOUR HOLIDAY EXPENSES	41,300.00
MARKETING	35,100.00
OPERATIONS COSTS	37,523.60
ORGANIZATIONAL ACTIVITIES	17,100.00
PROFESSIONAL FEES	10,700.00
PROGRAMS AND PARTNERSHIPS	
AUDET	31,500.00
BEHAVIORAL HEALTH	10,000.00
CAMERA PROGRAM	800.00
MILESTONE HOMETEAM	10,000.00
PEER OUTREACH WORKER PROGRAM	5,000.00
POLICE CADET PROGRAM EXPENSE	51,320.00
VISITOR INFO BOOTH	9,500.00
WINTER LIGHTS	84,000.00
Total PROGRAMS AND PARTNERSHIPS	202,120.00
RENT AND UTILITIES	34,447.54
SPACE ACTIVATION	13,250.00
Total Expenses	1,392,790.45
Net Income	0.00

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ESTABLISHING MAINTENANCE AND IMPLEMENTATION ASSESSMENTS
FOR PORTLAND DOWNTOWN FOR FISCAL YEAR 2024-2025**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$1,334,572, be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown, to fund maintenance and implementation costs for such district for the period beginning July 1, 2024 and ending on June 30, 2025; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2024 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
021 A001001	25:PARKING LOTS	119	PEARL ST	PEARL CUMBERLAND LLC	8,490,000	\$6,027.90
021 A012001	56:GOVERNMENTAL	214	CUMBERLAND AVE	CITY OF PORTLAND	-00	\$0.00
027 A001001	22:OFFICE BUSINESS	320	CUMBERLAND AVE	EAST END CORP	10,305,700	\$7,317.05
027 A012001	56:GOVERNMENTAL	5	MONUMENT SQ	CITY OF PORTLAND	-00	\$0.00
027 A015001	22:OFFICE BUSINESS	465	CONGRESS ST	CTR CONGRESS LLC	9,118,100	\$6,473.85
027 B001001	56:GOVERNMENTAL	284	CUMBERLAND AVE	CITY OF PORTLAND	-00	\$0.00
027 B002001	22:OFFICE BUSINESS	443	CONGRESS ST	JJR 443 CONGRESS LLC	5,851,500	\$4,154.57
027 B003001	56:GOVERNMENTAL	9	ELM ST	CITY OF PORTLAND	-00	\$0.00
027 B004001	27:MULTI-USE COMMERCIAL	439	CONGRESS ST	METROPOLITAN APARTMENTS LLC	8,902,600	\$6,320.85
027 B005001	53:RELIGIOUS	425	CONGRESS ST	FIRST PARISH IN PORTLAND	-00	\$0.00
027 B007001	22:OFFICE BUSINESS	415	CONGRESS ST	ASHBY TEAM LLC	3,596,900	\$2,553.80
027 B008001	56:GOVERNMENTAL	21	ELM ST	CITY OF PORTLAND	-00	\$0.00
027 B009001	57:OTHERS EXEMPT BY LAW	8	CHESTNUT ST	MASONIC TRUSTEES OF PORTLAND	-00	\$0.00
027 C002001	13:THREE FAMILY	17	CHESTNUT ST	TRIPOD HOLDINGS LLC	794,200	\$563.88
027 C010001	20:COMMERCIAL CONDOS	21	CHESTNUT ST	HAIR ETC LLC	192,200	\$136.46
027 C010002	20:COMMERCIAL CONDOS	21	CHESTNUT ST	CHESTNUT STREET LOFTS LLC	233,600	\$165.86
027 C01002E	10:CONDOMINIUMS	21	CHESTNUT ST	JORDAN CARA A	344,600	\$244.67
027 C01002N	10:CONDOMINIUMS	21	CHESTNUT ST	SMITH DOUGLAS A &	320,600	\$227.63
027 C01002S	10:CONDOMINIUMS	21	CHESTNUT ST	MORREL VICTOR &	344,600	\$244.67
027 C01002W	10:CONDOMINIUMS	21	CHESTNUT ST	ANDERSON EVAN	403,700	\$286.63
027 C01003E	10:CONDOMINIUMS	21	CHESTNUT ST	CASTANEA PRIME LLC	367,100	\$260.64
027 C01003N	10:CONDOMINIUMS	21	CHESTNUT ST	TILTON GARRETT K &	381,200	\$270.65
027 C01003S	10:CONDOMINIUMS	21	CHESTNUT ST	SAWYER JESSE	324,500	\$230.40
027 C01003W	10:CONDOMINIUMS	21	CHESTNUT ST	VANHOEWYK JOHN VN VET &	375,800	\$266.82
027 C01004E	10:CONDOMINIUMS	21	CHESTNUT ST	BAILEY DONALD B &	367,100	\$260.64
027 C01004N	10:CONDOMINIUMS	21	CHESTNUT ST	SEARS STEPHEN D &	403,700	\$286.63
027 C01004S	10:CONDOMINIUMS	21	CHESTNUT ST	KAUFMANN CHARLES L	344,600	\$244.67
027 C01004W	10:CONDOMINIUMS	21	CHESTNUT ST	NYGAARD DANTON D &	381,200	\$270.65
027 C01005E	10:CONDOMINIUMS	21	CHESTNUT ST	FRISONE GIOVANNI &	367,100	\$260.64
027 C01005N	10:CONDOMINIUMS	21	CHESTNUT ST	YINDRA SARA R	421,500	\$299.27
027 C01005S	10:CONDOMINIUMS	21	CHESTNUT ST	SAVAGE WILLIAM H &	367,100	\$260.64
027 C01005W	10:CONDOMINIUMS	21	CHESTNUT ST	CURTIN TERESA ANN	444,000	\$315.24
027 C01006E	10:CONDOMINIUMS	21	CHESTNUT ST	HAMM LARRY F &	367,100	\$260.64
027 C01006N	10:CONDOMINIUMS	21	CHESTNUT ST	SCOTT AURELIA C WID WWII VET	416,100	\$295.43
027 C01006S	10:CONDOMINIUMS	21	CHESTNUT ST	SCHWELLENBACH JAMES C &	344,600	\$244.67

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
027 C01006W	10:CONDOMINIUMS	21	CHESTNUT ST	BARRY PRUDENCE B	421,500	\$299.27
027 C01007E	10:CONDOMINIUMS	21	CHESTNUT ST	HARDING ALICIA &	398,000	\$282.58
027 C01007N	10:CONDOMINIUMS	21	CHESTNUT ST	DIXON DENNIS C &	389,600	\$276.62
027 C01007S	10:CONDOMINIUMS	21	CHESTNUT ST	KELLY MARILYN E TRUSTEE	482,900	\$342.86
027 C01007W	10:CONDOMINIUMS	21	CHESTNUT ST	GUIGLI MICHAEL	448,400	\$318.36
027 C01008N	10:CONDOMINIUMS	21	CHESTNUT ST	COTSIROLOS STEPHANIE G	552,900	\$392.56
027 C01008S	10:CONDOMINIUMS	21	CHESTNUT ST	WILLIAMS JAN &	480,000	\$340.80
027 C01008W	10:CONDOMINIUMS	21	CHESTNUT ST	BUSQUE PETER J	462,300	\$328.23
027 C0102NW	10:CONDOMINIUMS	21	CHESTNUT ST	HOBBS JANNA K ETAL JTS	388,300	\$275.69
027 C0102SE	10:CONDOMINIUMS	21	CHESTNUT ST	GAULKE JULIA P &	321,800	\$228.48
027 C0103NW	10:CONDOMINIUMS	21	CHESTNUT ST	AVIGNON PIERRE &	388,300	\$275.69
027 C0103SE	10:CONDOMINIUMS	21	CHESTNUT ST	CASTANEA PRIME LLC	357,500	\$253.83
027 C0104NW	10:CONDOMINIUMS	21	CHESTNUT ST	FRAZER LORINDA JANE TRUSTEE	388,300	\$275.69
027 C0104SE	10:CONDOMINIUMS	21	CHESTNUT ST	DEGRAY EMILY &	321,800	\$228.48
027 C0105NW	10:CONDOMINIUMS	21	CHESTNUT ST	FLACH ROSEMARY	423,900	\$300.97
027 C0105SE	10:CONDOMINIUMS	21	CHESTNUT ST	MAHON CONOR &	352,900	\$250.56
027 C0106NW	10:CONDOMINIUMS	21	CHESTNUT ST	141 PLEASANT STREET LLC	427,100	\$303.24
027 C0106SE	10:CONDOMINIUMS	21	CHESTNUT ST	EISENBERG AVNER	375,400	\$266.53
027 C011001	27:MULTI-USE COMMERCIAL	15	CHESTNUT ST	BOODILLY LLC	3,005,200	\$2,133.69
027 C012001	56:GOVERNMENTAL	389	CONGRESS ST	CITY OF PORTLAND	-00	\$0.00
027 D001001	27:MULTI-USE COMMERCIAL	385	CONGRESS ST	FATHOM CONGRESS LLC	3,772,500	\$2,678.48
027 D002001	25:PARKING LOTS	365	CONGRESS ST	385 CONGRESS LLC	5,502,000	\$3,906.42
027 F001001	22:OFFICE BUSINESS	50	MONUMENT SQ	THE LANCASTER GROUP LLC	9,388,400	\$6,665.76
027 F002001	10:CONDOMINIUMS	28	MONUMENT SQ	DONNELLY JON PATRICK	1,250,300	\$887.71
027 F002002	10:CONDOMINIUMS	28	MONUMENT SQ	STODDARD ROBERT B &	1,013,000	\$719.23
027 F002003	20:COMMERCIAL CONDOS	28	MONUMENT SQ	28 MSQ LLC	614,100	\$436.01
027 F002004	20:COMMERCIAL CONDOS	28	MONUMENT SQ	28 MSQ LLC	614,100	\$436.01
027 F002005	20:COMMERCIAL CONDOS	28	MONUMENT SQ	28 MSQ LLC	181,200	\$128.65
027 F003001	21:RETAIL SERVICES	22	MONUMENT SQ	STORREY INDUSTRIES LLC	2,879,700	\$2,044.59
027 F004001	25:PARKING LOTS	6	MONUMENT SQ	PARCHEGGIO LLC	324,400	\$230.32
027 F005001	27:MULTI-USE COMMERCIAL	18	MONUMENT SQ	18 MONUMENT PLACE LLC	1,230,200	\$873.44
027 F006001	21:RETAIL SERVICES	16	MONUMENT SQ	15 MONUMENT SQUARE LLC	1,228,200	\$872.02
027 F009001	21:RETAIL SERVICES	121	CENTER ST	TEDLUM ASSOCIATES LLC	3,934,300	\$2,793.35
027 F011001	21:RETAIL SERVICES	1	MONUMENT WAY	CF OMW LLC	7,087,600	\$5,032.20
027 F014001	19:AUXILIARY BUILDINGS	0	MONUMENT SQ	TWO MONUMENT WAY ASSOCIATES	202,600	\$143.85

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
027 F023001	27:MULTI-USE COMMERCIAL	30	CITY CTR	RODWAY PETER E &	558,800	\$396.75
027 F024001	21:RETAIL SERVICES	28	CITY CTR	BROWN J B & SONS	558,000	\$396.18
027 F026001	21:RETAIL SERVICES	26	CITY CTR	BROWN J B & SONS	1,093,900	\$776.67
027 F027001	22:OFFICE BUSINESS	24	CITY CTR	BROWN J B & SONS	1,510,000	\$1,072.10
027 F028001	25:PARKING LOTS	41	FREE ST	TEDLUM ASSOCIATES LLC	233,700	\$165.93
027 F029001	25:PARKING LOTS	23	FREE ST	ONE CITY CENTER ASSOCIATES LLC	15,200,000	\$10,792.00
027 G001001	58:LAND BANKS	456	CONGRESS ST	CITY OF PORTLAND	-00	\$0.00
028 A001001	56:GOVERNMENTAL	380	CONGRESS ST	CITY OF PORTLAND	-00	\$0.00
028 B001001	58:LAND BANKS	350	CONGRESS ST	CITY OF PORTLAND	-00	\$0.00
028 E001001	56:GOVERNMENTAL	168	FEDERAL ST	UNITED STATES	-00	\$0.00
028 F001001	56:GOVERNMENTAL	142	FEDERAL ST	CUMBERLAND COUNTY OF	-00	\$0.00
028 K001001	21:RETAIL SERVICES	77	MARKET ST	85 MARKET STREET LLC	2,831,100	\$2,010.08
028 K002001	22:OFFICE BUSINESS	66	PEARL ST	LEADER PROPERTIES LLC	7,334,300	\$5,207.35
028 K003001	22:OFFICE BUSINESS	75	MARKET ST	WHOLLY COW LLC	6,918,400	\$4,912.06
028 L002001	56:GOVERNMENTAL	0	NEWBURY ST	CUMBERLAND COUNTY INHABITANTS	-00	\$0.00
028 L005001	20:COMMERCIAL CONDOS	75	PEARL ST	WBFM LLC	2,284,000	\$1,621.64
028 L00502A	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	1,045,400	\$742.23
028 L00502B	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	821,600	\$583.34
028 L00503A	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	644,100	\$457.31
028 L00503B	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	845,200	\$600.09
028 L00504A	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	644,100	\$457.31
028 L00504B	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	1,045,400	\$742.23
028 L007001	24:WHOLESALE	131	MIDDLE ST	RACKLEFF BLOCK LLC	3,306,100	\$2,347.33
028 M001001	56:GOVERNMENTAL	192	NEWBURY ST	CUMBERLAND COUNTY OF	-00	\$0.00
028 M005001	21:RETAIL SERVICES	121	MIDDLE ST	123 LLC	5,108,500	\$3,627.04
028 N001001	56:GOVERNMENTAL	109	MIDDLE ST	CITY OF PORTLAND	-00	\$0.00
028 N009001	27:MULTI-USE COMMERCIAL	115	MIDDLE ST	BROTHERS THREE LLC	1,273,800	\$904.40
028 N010001	21:RETAIL SERVICES	111	MIDDLE ST	VENTURE III HOLDINGS LLC	373,600	\$265.26
029 A00101A	20:COMMERCIAL CONDOS	150	MIDDLE ST	PROSPERITA LLC	901,200	\$639.85
029 A00101B	20:COMMERCIAL CONDOS	150	MIDDLE ST	PEG REALTY LLC	820,300	\$582.41
029 A00101C	20:COMMERCIAL CONDOS	150	MIDDLE ST	IN FIRM GROUP THE	628,700	\$446.38
029 A00101D	20:COMMERCIAL CONDOS	150	MIDDLE ST	IN FIRM GROUP THE	628,700	\$446.38
029 A00102A	10:CONDOMINIUMS	150	MIDDLE ST	FRANK PATRICK J JR	381,200	\$270.65
029 A00102B	10:CONDOMINIUMS	150	MIDDLE ST	SAVATTERI SALVATORE JR &	345,000	\$244.95
029 A00102C	10:CONDOMINIUMS	150	MIDDLE ST	MEIL JOAN F &	362,400	\$257.30

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
029 A00102D	10:CONDOMINIUMS	150	MIDDLE ST	ORNETA ANTHONY &	350,400	\$248.78
029 A00102E	10:CONDOMINIUMS	150	MIDDLE ST	ERNEST PAUL W &	380,100	\$269.87
029 A00102F	10:CONDOMINIUMS	150	MIDDLE ST	MORRISSETTE CAROL ANN	379,000	\$269.09
029 A00102G	10:CONDOMINIUMS	150	MIDDLE ST	KIRK CHARLES M	306,200	\$217.40
029 A00102H	10:CONDOMINIUMS	150	MIDDLE ST	JOHNS F ARTHUR T	400,900	\$284.64
029 A00102I	10:CONDOMINIUMS	150	MIDDLE ST	STERLING JANN D &	342,300	\$243.03
029 A00102J	10:CONDOMINIUMS	150	MIDDLE ST	MILLS S PETER	315,600	\$224.08
029 A00102K	10:CONDOMINIUMS	150	MIDDLE ST	MILLS S PETER	366,600	\$260.29
029 A00103A	10:CONDOMINIUMS	150	MIDDLE ST	NELSON JEANNE	423,900	\$300.97
029 A00103B	10:CONDOMINIUMS	150	MIDDLE ST	ZHAO MIN &	362,200	\$257.16
029 A00103C	10:CONDOMINIUMS	150	MIDDLE ST	AHP CAMDEN LLC	380,500	\$270.16
029 A00103D	10:CONDOMINIUMS	150	MIDDLE ST	AHP CAMDEN LLC	367,900	\$261.21
029 A00103E	10:CONDOMINIUMS	150	MIDDLE ST	ROBERTS MATTHEW	399,100	\$283.36
029 A00103F	10:CONDOMINIUMS	150	MIDDLE ST	M & B 101 INC	397,900	\$282.51
029 A00103G	10:CONDOMINIUMS	150	MIDDLE ST	M & B 101 INC	345,200	\$245.09
029 A00103H	10:CONDOMINIUMS	150	MIDDLE ST	HENDERSON HAROLD L &	351,100	\$249.28
029 A00103I	10:CONDOMINIUMS	150	MIDDLE ST	HARDING WILLIAM TRUSTEE	336,900	\$239.20
029 A00103J	10:CONDOMINIUMS	150	MIDDLE ST	SCHAFER KAREN	331,400	\$235.29
029 A00103K	10:CONDOMINIUMS	150	MIDDLE ST	150 MIDDLE STREET 3K LLC	384,900	\$273.28
029 A00104A	10:CONDOMINIUMS	150	MIDDLE ST	BIXBY DOUGLAS B &	401,400	\$284.99
029 A00104B	10:CONDOMINIUMS	150	MIDDLE ST	TURNER SCOTT H &	362,200	\$257.16
029 A00104C	10:CONDOMINIUMS	150	MIDDLE ST	CAMP PETER S	380,500	\$270.16
029 A00104D	10:CONDOMINIUMS	150	MIDDLE ST	GUTWIN JOHN D &	345,400	\$245.23
029 A00104E	10:CONDOMINIUMS	150	MIDDLE ST	GIUSTRA PETER E TRUSTEE	399,100	\$283.36
029 A00104F	10:CONDOMINIUMS	150	MIDDLE ST	WINSLOW DARREN R &	411,500	\$292.17
029 A00104G	10:CONDOMINIUMS	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	345,200	\$245.09
029 A00104H	10:CONDOMINIUMS	150	MIDDLE ST	150 MIDDLE LLC	373,600	\$265.26
029 A00104I	10:CONDOMINIUMS	150	MIDDLE ST	GARCIA MELISSA DORA &	359,400	\$255.17
029 A00104J	10:CONDOMINIUMS	150	MIDDLE ST	GREENZWEIG NEIL TRUSTEE	331,400	\$235.29
029 A00104K	10:CONDOMINIUMS	150	MIDDLE ST	ZANARDI MARIAGRAZIA	384,900	\$273.28
029 A00105A	20:COMMERCIAL CONDOS	150	MIDDLE ST	MIRS PROPERTIES LLC	1,408,900	\$1,000.32
029 A00105B	10:CONDOMINIUMS	150	MIDDLE ST	DUNKERLY ALLAN S TRUSTEE	1,013,300	\$719.44
029 A0010BA	20:COMMERCIAL CONDOS	150	MIDDLE ST	100 SILVER STREET LLC	470,900	\$334.34
029 A0010BB	20:COMMERCIAL CONDOS	150	MIDDLE ST	100 SILVER STREET LLC	470,900	\$334.34
029 A001P01	10:CONDOMINIUMS	150	MIDDLE ST	DUNKERLY MARY V	28,500	\$20.24

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
029 A001P02	10:CONDOMINIUMS	150	MIDDLE ST	GIUSTRA PETER E TRUSTEE	28,500	\$20.24
029 A001P03	10:CONDOMINIUMS	150	MIDDLE ST	ROBERTS MATTHEW	28,500	\$20.24
029 A001P04	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P05	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P06	10:CONDOMINIUMS	150	MIDDLE ST	IN FIRM GROUP THE	28,500	\$20.24
029 A001P07	10:CONDOMINIUMS	150	MIDDLE ST	IN FIRM GROUP THE	28,500	\$20.24
029 A001P08	10:CONDOMINIUMS	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	28,500	\$20.24
029 A001P09	10:CONDOMINIUMS	150	MIDDLE ST	100 SILVER STREET LLC	28,500	\$20.24
029 A001P10	10:CONDOMINIUMS	150	MIDDLE ST	FRANK PATRICK J JR	28,500	\$20.24
029 A001P11	10:CONDOMINIUMS	150	MIDDLE ST	FRANK PATRICK J JR	28,500	\$20.24
029 A001P12	10:CONDOMINIUMS	150	MIDDLE ST	INFIRM GROUP	28,500	\$20.24
029 A001P13	10:CONDOMINIUMS	150	MIDDLE ST	MILLS S PETER	28,500	\$20.24
029 A001P14	10:CONDOMINIUMS	150	MIDDLE ST	ERNEST PAUL W &	28,500	\$20.24
029 A001P15	10:CONDOMINIUMS	150	MIDDLE ST	BIXBY DOUGLAS B &	28,500	\$20.24
029 A001P16	10:CONDOMINIUMS	150	MIDDLE ST	MACBRIDE JENNIFER L	28,500	\$20.24
029 A001P17	10:CONDOMINIUMS	150	MIDDLE ST	CAMP PETER S	28,500	\$20.24
029 A001P18	10:CONDOMINIUMS	150	MIDDLE ST	PROSPERITA LLC	28,500	\$20.24
029 A001P19	10:CONDOMINIUMS	150	MIDDLE ST	PROSPERITA LLC	28,500	\$20.24
029 A001P20	10:CONDOMINIUMS	150	MIDDLE ST	AHP CAMDEN LLC	28,500	\$20.24
029 A001P21	10:CONDOMINIUMS	150	MIDDLE ST	DUNKERLY ALLAN S &	28,500	\$20.24
029 A001P22	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P23	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P24	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P25	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P26	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	\$20.24
029 A001P27	10:CONDOMINIUMS	150	MIDDLE ST	HARDING WILLIAM TRUSTEE	28,500	\$20.24
029 A001P28	10:CONDOMINIUMS	150	MIDDLE ST	SHIPYARD INC	28,500	\$20.24
029 A001P29	10:CONDOMINIUMS	150	MIDDLE ST	SHIPYARD INC	28,500	\$20.24
029 A003001	22:OFFICE BUSINESS	5	MILK ST	OLYMPIA MILK STREET LLC	4,510,700	\$3,202.60
029 B001001	21:RETAIL SERVICES	37	SILVER ST	WITT-T LLC	923,800	\$655.90
029 B002001	22:OFFICE BUSINESS	4	MILK ST	4 MILK MHR LLC	2,896,600	\$2,056.59
029 B003001	25:PARKING LOTS	25	SILVER ST	PORTLAND REGENCY INC	901,300	\$639.92
029 B004001	10:CONDOMINIUMS	341	FORE ST	JACKSON MICHAEL	351,400	\$249.49
029 B004002	10:CONDOMINIUMS	341	FORE ST	O'CONNOR DENNIS R III &	320,700	\$227.70
029 B004003	10:CONDOMINIUMS	341	FORE ST	FORE STREET COMMONS LLC	365,000	\$259.15

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
029 B004004	10:CONDOMINIUMS	341	FORE ST	CHILDS DONNA W	365,800	\$259.72
029 B004005	10:CONDOMINIUMS	341	FORE ST	PENDERS JOHN F IV	323,600	\$229.76
029 B004006	10:CONDOMINIUMS	341	FORE ST	STEPHENSON CHRISTOPHER J	363,500	\$258.09
029 B004007	10:CONDOMINIUMS	341	FORE ST	ALAGIC SUAD	328,900	\$233.52
029 B004008	10:CONDOMINIUMS	341	FORE ST	DALTON JENNIFER L	326,100	\$231.53
029 B004009	10:CONDOMINIUMS	341	FORE ST	GOODRICH STEPHEN P	668,600	\$474.71
029 B004010	20:COMMERCIAL CONDOS	341	FORE ST	BRICK & COBBLESTONE LLC	452,100	\$320.99
029 B004011	20:COMMERCIAL CONDOS	341	FORE ST	MAMI PROPERTIES LLC	339,100	\$240.76
029 C001001	10:CONDOMINIUMS	340	FORE ST	ADB REALTY LLC	229,000	\$162.59
029 C001002	10:CONDOMINIUMS	340	FORE ST	HAYEK LEE-ANN COLLINS TRUSTEE	209,900	\$149.03
029 C001003	10:CONDOMINIUMS	340	FORE ST	207 INVESTS LLC	336,700	\$239.06
029 C001004	20:COMMERCIAL CONDOS	340	FORE ST	ABD REALTY LLC	261,000	\$185.31
029 C001005	20:COMMERCIAL CONDOS	340	FORE ST	ADB REALTY LLC	152,700	\$108.42
029 C002001	21:RETAIL SERVICES	336	FORE ST	DOCK FORE INC	498,500	\$353.94
029 C003001	21:RETAIL SERVICES	334	FORE ST	PORT CITY APARTMENTS	674,300	\$478.75
029 C005001	21:RETAIL SERVICES	330	FORE ST	J & R VENTURES LLC	936,000	\$664.56
029 C006001	20:COMMERCIAL CONDOS	3	GOLD ST	GOLD STREET PROPERTIES LLC	362,600	\$257.45
029 C006002	20:COMMERCIAL CONDOS	1	GOLD ST	ADNERB PROPERTIES LLC	287,000	\$203.77
029 C006003	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	353,200	\$250.77
029 C006004	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	365,400	\$259.43
029 C006005	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	243,600	\$172.96
029 C006006	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	275,400	\$195.53
029 C006007	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	652,800	\$463.49
029 D001001	21:RETAIL SERVICES	129	COMMERCIAL ST	RSB LIMITED LIABILITY COMPANY	1,399,600	\$993.72
029 D002001	22:OFFICE BUSINESS	121	COMMERCIAL ST	MAD COW LLC	579,800	\$411.66
029 D003001	22:OFFICE BUSINESS	111	COMMERCIAL ST	BLANCHARD BLOCK LLC	2,854,900	\$2,026.98
029 E001001	22:OFFICE BUSINESS	130	MIDDLE ST	ELC LIMITED LIABILITY COMPANY	6,980,700	\$4,956.30
029 E006001	22:OFFICE BUSINESS	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC	23,139,700	\$16,429.19
029 E007001	21:RETAIL SERVICES	291	FORE ST	291 FORE STREET LLC	1,863,200	\$1,322.87
029 E009001	27:MULTI-USE COMMERCIAL	25	PEARL ST	25 PEARL MHR LLC	23,040,000	\$16,358.40
029 E012001	25:PARKING LOTS	277	FORE ST	287 FORE STREET LLC	634,700	\$450.64
029 E016001	22:OFFICE BUSINESS	31	PEARL ST	130 LIMITED LIABILITY COMPANY	7,440,900	\$5,283.04
029 E019001	56:GOVERNMENTAL	0	FRANKLIN ST	CITY OF PORTLAND	-00	\$0.00
029 E026001	22:OFFICE BUSINESS	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC	21,860,300	\$15,520.81
029 G001001	56:GOVERNMENTAL	99	COMMERCIAL ST	UNITED STATES	-00	\$0.00

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
029 K001001	22:OFFICE BUSINESS	7	CUSTOM HOUSE ST	OLYMPIA EQUITY	8,203,000	\$5,824.13
029 K002001	21:RETAIL SERVICES	288	FORE ST	EAST BROWN COW LIMITED	1,753,200	\$1,244.77
029 K003001	23:HOTEL & MOTEL	65	COMMERCIAL ST	OLYMPIA EQUITY INVESTORS V LLC	31,863,200	\$22,622.87
029 K005001	22:OFFICE BUSINESS	280	FORE ST	BANGOR SAVINGS BANK	16,039,500	\$11,388.05
029 K006001	40:VACANT LAND	300	FORE ST	OLYMPIA EQUITY	995,500	\$706.81
029 K006002	55:LITERARY & SCIENTIFIC	300	FORE ST	COUNCIL INTERNATIONAL STUDY	-00	\$0.00
029 K00601A	55:LITERARY & SCIENTIFIC	300	FORE ST	COUNCIL INTERNATIONAL STUDY	-00	\$0.00
029 K00601B	55:LITERARY & SCIENTIFIC	300	FORE ST	CIEE INC	-00	\$0.00
029 K0060B2	20:COMMERCIAL CONDOS	300	FORE ST	OLYMPIA EQUITY	98,000	\$69.58
029 K0060B3	20:COMMERCIAL CONDOS	300	FORE ST	OLYMPIA EQUITY	70,000	\$49.70
029 O001011	10:CONDOMINIUMS	99	SILVER ST	SANDLER AUSTIN NICHOLAS	274,600	\$194.97
029 O001012	10:CONDOMINIUMS	99	SILVER ST	TOZESKI DAVID P	273,800	\$194.40
029 O001013	10:CONDOMINIUMS	99	SILVER ST	HOLSTEIN ERIC B	276,100	\$196.03
029 O001021	10:CONDOMINIUMS	99	SILVER ST	THOMS DEBORAH L	268,000	\$190.28
029 O001023	10:CONDOMINIUMS	99	SILVER ST	ANYA ROSE LLC	347,700	\$246.87
029 O001024	10:CONDOMINIUMS	99	SILVER ST	MARTIN BRIAN DAVID &	262,800	\$186.59
029 O001025	10:CONDOMINIUMS	99	SILVER ST	SAJDAK KEVIN W &	246,000	\$174.66
029 O001026	10:CONDOMINIUMS	99	SILVER ST	GOMES ERIN ELIZABETH	230,400	\$163.58
029 O001028	10:CONDOMINIUMS	99	SILVER ST	ORNE KATHERINE W	295,500	\$209.81
029 O001029	10:CONDOMINIUMS	99	SILVER ST	COUSINS DAVID A	267,700	\$190.07
029 O001031	10:CONDOMINIUMS	99	SILVER ST	AH CHU RAUL &	281,400	\$199.79
029 O001032	10:CONDOMINIUMS	99	SILVER ST	LOPEZ STEVEN &	285,200	\$202.49
029 O001033	10:CONDOMINIUMS	99	SILVER ST	FUEGAN STACY &	285,200	\$202.49
029 O001034	10:CONDOMINIUMS	99	SILVER ST	BERG HENRY T TRUSTEE	262,700	\$186.52
029 O001035	10:CONDOMINIUMS	99	SILVER ST	HIGGINS HELENA C &	313,700	\$222.73
029 O001036	10:CONDOMINIUMS	99	SILVER ST	MCGUIRE ANNE	296,100	\$210.23
029 O001037	10:CONDOMINIUMS	99	SILVER ST	LUTKOFF ISAAC E	230,000	\$163.30
029 O001038	10:CONDOMINIUMS	99	SILVER ST	ZURKAN WILLIAM K	249,400	\$177.07
029 O001039	10:CONDOMINIUMS	99	SILVER ST	SOREL-LEDUC SANDRA J &	258,200	\$183.32
029 O001041	10:CONDOMINIUMS	99	SILVER ST	HUBER SARAH	270,300	\$191.91
029 O001042	10:CONDOMINIUMS	99	SILVER ST	STEBBINS NOAH P	292,800	\$207.89
029 O001043	10:CONDOMINIUMS	99	SILVER ST	HIGGINS CHRISTOPHER S	312,200	\$221.66
029 O001044	10:CONDOMINIUMS	99	SILVER ST	LITTLEJOHN CLIFTON T	265,400	\$188.43
029 O001045	10:CONDOMINIUMS	99	SILVER ST	STANHOPE JORDAN	285,200	\$202.49
029 O001046	10:CONDOMINIUMS	99	SILVER ST	VAN PEURSEM CORINNE M	285,200	\$202.49

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
029 0001047	10:CONDOMINIUMS	99	SILVER ST	NIKAZMERAD ELIZABETH	213,800	\$151.80
029 0001048	10:CONDOMINIUMS	99	SILVER ST	LOBOZZO NICHOLAS PETER &	237,600	\$168.70
029 0001049	10:CONDOMINIUMS	99	SILVER ST	CHISHOLM ADAM C	226,600	\$160.89
029 0001210	10:CONDOMINIUMS	99	SILVER ST	HEYMAN ANTHONY &	243,300	\$172.74
029 0001211	10:CONDOMINIUMS	99	SILVER ST	GINTER DAVID R &	235,000	\$166.85
029 0001212	10:CONDOMINIUMS	99	SILVER ST	SILVER VICTORIA J	223,500	\$158.69
029 0001213	10:CONDOMINIUMS	99	SILVER ST	PROSSER JAMES G	243,700	\$173.03
029 0001310	10:CONDOMINIUMS	99	SILVER ST	HEALY ROBERT E &	263,500	\$187.09
029 0001410	10:CONDOMINIUMS	99	SILVER ST	FILMER STEVEN S	290,700	\$206.40
029 0001501	10:CONDOMINIUMS	99	SILVER ST	KATZ JAMES &	471,000	\$334.41
029 0001502	20:COMMERCIAL CONDOS	99	SILVER ST	154 ART VENTURES LLC	651,400	\$462.49
029 0001B01	10:CONDOMINIUMS	99	SILVER ST	CHANDLER BENJAMIN P	247,400	\$175.65
029 0001B02	10:CONDOMINIUMS	99	SILVER ST	JOHNSON BEN A	269,900	\$191.63
029 0002001	21:RETAIL SERVICES	164	MIDDLE ST	CF 164 LLC	1,926,000	\$1,367.46
029 0003001	25:PARKING LOTS	43	MARKET ST	PORTLAND REGENCY INC	550,100	\$390.57
029 0004001	25:PARKING LOTS	11	MILK ST	PORTLAND REGENCY INC	219,300	\$155.70
029 R001001	23:HOTEL & MOTEL	20	MILK ST	PORTLAND REGENCY INC	21,189,300	\$15,044.40
029 S001001	22:OFFICE BUSINESS	145	COMMERCIAL ST	FLEMING CREEK LLC ETALS	10,705,900	\$7,601.19
029 S002001	56:GOVERNMENTAL	145	COMMERCIAL ST	CITY OF PORTLAND	-00	\$0.00
030 A005001	21:RETAIL SERVICES	94	COMMERCIAL ST	BMC INC	2,040,000	\$1,448.40
030 A101001	21:RETAIL SERVICES	90	COMMERCIAL ST	CUSTOM HOUSE HOLDINGS LLC &	472,600	\$335.55
030 C001001	27:MULTI-USE COMMERCIAL	100	COMMERCIAL ST	SOLEY WHARF LLC	11,797,700	\$8,376.37
030 D001001	22:OFFICE BUSINESS	68	COMMERCIAL ST	MAINE WHARF LLC	6,961,500	\$4,942.67
030 D003001	22:OFFICE BUSINESS	70	COMMERCIAL ST	FLATBREAD WHARF LLC	2,545,100	\$1,807.02
030 D005001	21:RETAIL SERVICES	84	COMMERCIAL ST	84 COMMERCIAL STREET LLC	776,800	\$551.53
030 H001001	27:MULTI-USE COMMERCIAL	180	COMMERCIAL ST	DIMILLO ARLENE ETALS TRUSTEES	2,875,900	\$2,041.89
030 H004001	24:WHOLESALE	136	COMMERCIAL ST	CARROLL BLOCK LLC	3,763,300	\$2,671.94
030 H011001	25:PARKING LOTS	9	PORTLAND PIER	CARROLL BLOCK LLC	32,800	\$23.29
030 X001001	56:GOVERNMENTAL	0	COMMERCIAL ST REAR	CITY OF PORTLAND	-00	\$0.00
031 H001001	25:PARKING LOTS	158	COMMERCIAL ST	DIMILLO STEVEN ETAL TRUSTEES	979,800	\$695.66
031 H003001	25:PARKING LOTS	144	COMMERCIAL ST	DIMILLO STEVEN ETAL TRUSTEES	928,400	\$659.16
031 H004001	27:MULTI-USE COMMERCIAL	164	COMMERCIAL ST	DIMILLO ARLENE ETALS TRUSTEES	1,405,200	\$997.69
031 J030001	21:RETAIL SERVICES	184	COMMERCIAL ST	GEF LLC	2,150,900	\$1,527.14
031 L034001	31:MANUFACTURING	250	COMMERCIAL ST	CM WATERFRONT PROPERTIES LLC	2,552,100	\$1,811.99
032 C001001	23:HOTEL & MOTEL	390	CONGRESS ST	HTLV PORTLAND LLC	30,535,600	\$21,680.28

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
032 D001001	22:OFFICE BUSINESS	107	EXCHANGE ST	TOP OF EXCHANGE LLC	1,412,200	\$1,002.66
032 D002001	22:OFFICE BUSINESS	97	EXCHANGE ST	TOP OF EXCHANGE LLC	2,941,200	\$2,088.25
032 D003001	22:OFFICE BUSINESS	93	EXCHANGE ST	TOP OF EXCHANGE LLC	2,920,300	\$2,073.41
032 D004001	22:OFFICE BUSINESS	85	EXCHANGE ST	TOP OF EXCHANGE LLC	3,734,400	\$2,651.42
032 D005001	58:LAND BANKS	167	MIDDLE ST	CITY OF PORTLAND	-00	\$0.00
032 E001001	22:OFFICE BUSINESS	57	EXCHANGE ST	FINIAL LLC	3,815,900	\$2,709.29
032 E002001	21:RETAIL SERVICES	53	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	1,480,100	\$1,050.87
032 E004001	21:RETAIL SERVICES	49	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	763,700	\$542.23
032 E005001	22:OFFICE BUSINESS	45	EXCHANGE ST	COW BELLA LLC	2,999,100	\$2,129.36
032 E008001	22:OFFICE BUSINESS	39	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	1,623,000	\$1,152.33
032 E009001	21:RETAIL SERVICES	31	EXCHANGE ST	B & C LIMITED	1,879,800	\$1,334.66
032 E010001	21:RETAIL SERVICES	46	MARKET ST	MARKET MILK PARTNERS LLC	1,920,400	\$1,363.48
032 F001001	21:RETAIL SERVICES	42	MARKET ST	OCEAN BLOCK ASSOCIATES	1,339,400	\$950.97
032 F002001	24:WHOLESALE	36	MARKET ST	36 MARKET ST	894,100	\$634.81
032 F003001	21:RETAIL SERVICES	30	MARKET ST	30 MARKET ASSOCIATES LLC	866,800	\$615.43
032 F005001	22:OFFICE BUSINESS	363	FORE ST	ELEVEN EXCHANGE LLC	1,284,400	\$911.92
032 F007001	21:RETAIL SERVICES	375	FORE ST	ELEVEN EXCHANGE LLC	737,500	\$523.63
032 F008001	21:RETAIL SERVICES	375	FORE ST	ELEVEN EXCHANGE LLC	762,900	\$541.66
032 F009001	22:OFFICE BUSINESS	30	MILK ST	OCEAN BLOCK ASSOCIATES	1,862,700	\$1,322.52
032 F010001	21:RETAIL SERVICES	9	EXCHANGE ST	ELEVEN EXCHANGE LLC	2,727,200	\$1,936.31
032 F012001	21:RETAIL SERVICES	5	EXCHANGE ST	ELEVEN EXCHANGE LLC	1,198,100	\$850.65
032 F013001	22:OFFICE BUSINESS	379	FORE ST	ELEVEN EXCHANGE LLC	1,026,700	\$728.96
032 F014001	21:RETAIL SERVICES	1	EXCHANGE ST	ELEVEN EXCHANGE LLC	830,600	\$589.73
032 G001001	22:OFFICE BUSINESS	396	CONGRESS ST	PO SQUARE BUILDING LLC	15,661,500	\$11,119.67
032 G002001	27:MULTI-USE COMMERCIAL	201	FEDERAL ST	REDFERN DOWNTOWN LLC	41,699,300	\$29,606.50
032 H001001	22:OFFICE BUSINESS	110	EXCHANGE ST	ONETEN EXCHANGE LLC	1,803,300	\$1,280.34
032 H002001	21:RETAIL SERVICES	106	EXCHANGE ST	RICH BUILDING LLC	951,000	\$675.21
032 H003001	22:OFFICE BUSINESS	102	EXCHANGE ST	PALACCI JOSEPH	1,088,800	\$773.05
032 H004001	56:GOVERNMENTAL	15	TEMPLE ST	CITY OF PORTLAND	-00	\$0.00
032 H005001	56:GOVERNMENTAL	1	TEMPLE ST	CITY OF PORTLAND	-00	\$0.00
032 H005002	22:OFFICE BUSINESS	1	TEMPLE ST	11 TEMPLE MHR LLC	3,157,900	\$2,242.11
032 H006001	22:OFFICE BUSINESS	92	EXCHANGE ST	MAINESCAPE PROPERTIES LLC	1,043,100	\$740.60
032 H007001	27:MULTI-USE COMMERCIAL	88	EXCHANGE ST	RIVENDALL REAL ESTATE LLC	1,437,000	\$1,020.27
032 H008001	22:OFFICE BUSINESS	80	EXCHANGE ST	80 EXCHANGE LLC	3,155,700	\$2,240.55
032 H009001	58:LAND BANKS	70	EXCHANGE ST	CITY OF PORTLAND	-00	\$0.00

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
032 H016001	20:COMMERCIAL CONDOS	183	MIDDLE ST	Q STREET REAL ESTATE	796,800	\$565.73
032 H016002	20:COMMERCIAL CONDOS	183	MIDDLE ST	Q STREET REAL ESTATE	872,800	\$619.69
032 H016003	20:COMMERCIAL CONDOS	183	MIDDLE ST	Q STREET REAL ESTATE THIRD	872,800	\$619.69
032 H01604A	20:COMMERCIAL CONDOS	183	MIDDLE ST	ITM REALTY II LLC	287,900	\$204.41
032 H01604B	20:COMMERCIAL CONDOS	183	MIDDLE ST	ITM REALTY II LLC	325,900	\$231.39
032 H022001	22:OFFICE BUSINESS	193	MIDDLE ST	SAVI REALTY LLC	4,495,000	\$3,191.45
032 I001001	22:OFFICE BUSINESS	178	MIDDLE ST	FRESNEL LLC	2,693,400	\$1,912.31
032 I002001	21:RETAIL SERVICES	52	EXCHANGE ST	OLD PORT ARMS LLC	3,103,500	\$2,203.49
032 I006001	20:COMMERCIAL CONDOS	50	EXCHANGE ST	SANTANA LLC	392,600	\$278.75
032 I006002	20:COMMERCIAL CONDOS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	391,900	\$278.25
032 I006003	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	334,300	\$237.35
032 I006004	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	295,400	\$209.73
032 I006005	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	482,000	\$342.22
032 I006006	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	480,100	\$340.87
032 I007001	27:MULTI-USE COMMERCIAL	0	CANAL PLAZA	COW PLAZA 1 LLC	605,900	\$430.19
032 I008001	21:RETAIL SERVICES	44	EXCHANGE ST	COW EXCHANGE LLC	2,706,400	\$1,921.54
032 I010001	21:RETAIL SERVICES	34	EXCHANGE ST	PALACCI SION &	1,296,300	\$920.37
032 I011001	21:RETAIL SERVICES	30	EXCHANGE ST	30 EXCHANGE STREET LLC	1,160,400	\$823.88
032 I012100	20:COMMERCIAL CONDOS	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	1,651,300	\$1,172.42
032 I012200	20:COMMERCIAL CONDOS	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	1,360,200	\$965.74
032 I012301	10:CONDOMINIUMS	10	EXCHANGE ST	FUEGEN STACY &	321,500	\$228.27
032 I012302	10:CONDOMINIUMS	10	EXCHANGE ST	CURRAN JENNIFER A	306,000	\$217.26
032 I012303	10:CONDOMINIUMS	10	EXCHANGE ST	CULPOVICH ANDREW J &	202,300	\$143.63
032 I012304	10:CONDOMINIUMS	10	EXCHANGE ST	RICH CURTIS P &	310,000	\$220.10
032 I012305	10:CONDOMINIUMS	10	EXCHANGE ST	DRISCOLL ROBERT E &	254,700	\$180.84
032 I012306	10:CONDOMINIUMS	10	EXCHANGE ST	EASTON THORA	300,200	\$213.14
032 I012307	10:CONDOMINIUMS	10	EXCHANGE ST	10 EXCHANGE ME LLC	267,100	\$189.64
032 I012308	10:CONDOMINIUMS	10	EXCHANGE ST	EVANS SHERI CHRISTIENNE	320,700	\$227.70
032 I012309	10:CONDOMINIUMS	10	EXCHANGE ST	SHEPHERD THOMAS A &	300,000	\$213.00
032 I012310	10:CONDOMINIUMS	10	EXCHANGE ST	ECHM REALTY LLC	329,100	\$233.66
032 I012311	10:CONDOMINIUMS	10	EXCHANGE ST	FECTEAU JANIS	205,900	\$146.19
032 I012312	10:CONDOMINIUMS	10	EXCHANGE ST	EESI LLC	344,000	\$244.24
032 I012313	10:CONDOMINIUMS	10	EXCHANGE ST	HANSON CARL F	276,600	\$196.39
032 I012314	10:CONDOMINIUMS	10	EXCHANGE ST	GORDON ABIGAIL	287,000	\$203.77
032 I012401	10:CONDOMINIUMS	10	EXCHANGE ST	MOON HILL PROPERTY MANAGEMENT LLC	316,800	\$224.93

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
032 I012402	10:CONDOMINIUMS	10	EXCHANGE ST	ARDAIOLO MICHAEL PALMA &	330,800	\$234.87
032 I012404	10:CONDOMINIUMS	10	EXCHANGE ST	BURNS THOMAS	364,800	\$259.01
032 I012405	10:CONDOMINIUMS	10	EXCHANGE ST	DOYLE KEVIN F &	249,600	\$177.22
032 I012406	10:CONDOMINIUMS	10	EXCHANGE ST	JULASA INVESTMENTS LLC	381,500	\$270.87
032 I012407	10:CONDOMINIUMS	10	EXCHANGE ST	GILMORE RICHARD S JR &	330,300	\$234.51
032 I012408	10:CONDOMINIUMS	10	EXCHANGE ST	WALTERS BRETT D &	301,700	\$214.21
032 I012409	10:CONDOMINIUMS	10	EXCHANGE ST	SAHA DEBASMITA &	351,700	\$249.71
032 I012410	10:CONDOMINIUMS	10	EXCHANGE ST	THOMAS ALISA G &	365,200	\$259.29
032 I012411	10:CONDOMINIUMS	10	EXCHANGE ST	SPANNAUS MICHAELA LILY	338,600	\$240.41
032 I012412	10:CONDOMINIUMS	10	EXCHANGE ST	URBANEK NICHOLAS P	259,500	\$184.25
032 I012413	10:CONDOMINIUMS	10	EXCHANGE ST	WHEELWRIGHT HENRY J TRUSTEE	317,200	\$225.21
032 I012414	10:CONDOMINIUMS	10	EXCHANGE ST	DEPALMA CHRISTOPHER R &	290,500	\$206.26
032 I018001	21:RETAIL SERVICES	395	FORE ST	395 FORE STREET LLC	1,491,100	\$1,058.68
032 I021001	21:RETAIL SERVICES	188	MIDDLE ST	COW PLAZA 4 LLC	4,907,500	\$3,484.33
032 I022001	21:RETAIL SERVICES	184	MIDDLE ST	ABATSOBE LLC	779,200	\$553.23
032 I023001	22:OFFICE BUSINESS	3	CANAL PLAZA	COW PLAZA 3 LLC	11,805,100	\$8,381.62
032 I033001	22:OFFICE BUSINESS	2	CANAL PLAZA	COW PLAZA 2 LLC	7,318,600	\$5,196.21
032 I036001	22:OFFICE BUSINESS	1	CANAL PLAZA	COW PLAZA 1 LLC	24,122,300	\$17,126.83
032 I039001	33:TRANSPORTATION	40	UNION ST	CENTRAL MAINE POWER CO	1,490,600	\$1,058.33
032 I040001	25:PARKING LOTS	44	EXCHANGE ST	KOWTOWER LLC	451,800	\$320.78
032 I041001	27:MULTI-USE COMMERCIAL	425	FORE ST	COW PLAZA GARAGE LLC	12,300,000	\$8,733.00
032 I042001	23:HOTEL & MOTEL	433	FORE ST	COW PLAZA HOTEL LLC	29,811,400	\$21,166.09
032 I043001	25:PARKING LOTS	45	UNION ST	COW PLAZA 1 LLC	108,700	\$77.18
032 J001001	21:RETAIL SERVICES	386	FORE ST	386 FORE STREET LLC	1,734,200	\$1,231.28
032 J002001	21:RETAIL SERVICES	392	FORE ST	BEER GUYS LLC	1,504,400	\$1,068.12
032 J004001	20:COMMERCIAL CONDOS	396	FORE ST	BEER GUYS LLC	477,200	\$338.81
032 J004002	20:COMMERCIAL CONDOS	396	FORE ST	BEER GUYS LLC	284,300	\$201.85
032 J004003	10:CONDOMINIUMS	396	FORE ST	BEER GUYS LLC	356,700	\$253.26
032 J00400B	20:COMMERCIAL CONDOS	396	FORE ST	BEER GUYS LLC	267,600	\$190.00
032 J005001	20:COMMERCIAL CONDOS	398	FORE ST	FORE STREET PARTNERSHIP	883,000	\$626.93
032 J005002	20:COMMERCIAL CONDOS	398	FORE ST	FORE STREET PROPERTIES	706,400	\$501.54
032 J005003	20:COMMERCIAL CONDOS	398	FORE ST	INGALLS ROGER E	371,200	\$263.55
032 J005004	20:COMMERCIAL CONDOS	398	FORE ST	INGALLS ROGER E	371,200	\$263.55
032 K001001	22:OFFICE BUSINESS	2	MONUMENT SQ	800 NORTHERN CORP	22,515,900	\$15,986.29
032 K012001	22:OFFICE BUSINESS	1	MONUMENT SQ	FINARD MURRAY W TR	24,500,800	\$17,395.57

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
032 L001001	56:GOVERNMENTAL	234	FEDERAL ST W	CITY OF PORTLAND	-00	\$0.00
032 L002001	22:OFFICE BUSINESS	1	CITY CTR	ONE CITY CENTER ASSOCIATES LLC	42,589,800	\$30,238.76
032 N009001	21:RETAIL SERVICES	414	FORE ST	GOULD COMPANY LLC	948,900	\$673.72
032 N010001	21:RETAIL SERVICES	416	FORE ST	416 FORE STREET HOLDINGS LLC	1,512,100	\$1,073.59
032 N011001	21:RETAIL SERVICES	422	FORE ST	HARDING RICHARD B ETAL	683,800	\$485.50
032 N012001	21:RETAIL SERVICES	424	FORE ST	SOLETSKY LIMITED LIABILITY CO	1,290,700	\$916.40
032 P001001	22:OFFICE BUSINESS	2	CITY CTR	TWO CITY CENTER LLC	4,291,700	\$3,047.11
032 P003001	21:RETAIL SERVICES	4	CITY CTR	WIRELESS PARTNERS II LLC ETAL	2,379,800	\$1,689.66
032 P004001	20:COMMERCIAL CONDOS	6	CITY CTR	SIX CITY CENTER LLC	2,966,200	\$2,106.00
032 P004002	20:COMMERCIAL CONDOS	6	CITY CTR	H & A PROPERTY GROUP LLC	611,900	\$434.45
032 P005001	56:GOVERNMENTAL	0	SPRING ST ARTERIAL	CITY OF PORTLAND	-00	\$0.00
032 P017001	22:OFFICE BUSINESS	10	CITY CTR	MINA BUILDING LLC	1,135,000	\$805.85
032 R001001	21:RETAIL SERVICES	428	FORE ST	428 FORE STREET LLC	1,256,800	\$892.33
032 R003001	21:RETAIL SERVICES	432	FORE ST	TERRAPIN PROPERTIES LLC	757,000	\$537.47
032 R004001	21:RETAIL SERVICES	434	FORE ST	TERRAPIN PROPERTIES LLC	715,200	\$507.79
032 R007001	21:RETAIL SERVICES	436	FORE ST	FORE STREET PARTNERS LLC	2,309,500	\$1,639.75
032 R008001	21:RETAIL SERVICES	446	FORE ST	ORANGE CRUSH LLC	2,090,300	\$1,484.11
032 S001001	21:RETAIL SERVICES	366	FORE ST	CF MARINERS LLC	3,765,400	\$2,673.43
032 S003001	21:RETAIL SERVICES	7	MOULTON ST	7-9 MOULTON LLC	642,100	\$455.89
032 S004001	21:RETAIL SERVICES	161	COMMERCIAL ST	161 COMMERCIAL STREET LLC	2,445,400	\$1,736.23
032 S005001	22:OFFICE BUSINESS	5	MOULTON ST	MOULTON STREET REALTY LLC	3,719,000	\$2,640.49
032 T004001	21:RETAIL SERVICES	4	MOULTON ST	ADRIENNE-JANE INCORPORATED	5,031,800	\$3,572.58
032 U003001	25:PARKING LOTS	185	COMMERCIAL ST	185 COMMERCIAL STREET LLC	432,100	\$306.79
032 U004001	22:OFFICE BUSINESS	1	DANA ST	ONE DANA LLC	1,892,500	\$1,343.68
032 U005001	21:RETAIL SERVICES	7	DANA ST	TRANSMINE	1,040,900	\$739.04
032 V001001	21:RETAIL SERVICES	10	DANA ST	IVY HOLDINGS LLC	2,111,800	\$1,499.38
032 V002001	21:RETAIL SERVICES	205	COMMERCIAL ST	LANDFALL LLC	829,200	\$588.73
032 V004001	22:OFFICE BUSINESS	211	COMMERCIAL ST	GRANITE FACE LLC	3,353,400	\$2,380.91
032 V005001	22:OFFICE BUSINESS	217	COMMERCIAL ST	CHASE BLOCK LLC	5,531,000	\$3,927.01
032 V008001	24:WHOLESALE	225	COMMERCIAL ST	225 COMMERCIAL ST ASSOC INC	3,062,300	\$2,174.23
032 V012001	22:OFFICE BUSINESS	1	UNION ST	237 COMMERCIAL STREET LLC	2,613,100	\$1,855.30
032 V014001	21:RETAIL SERVICES	50	WHARF ST	DEERING AVE ASSOCIATES INC &	1,315,300	\$933.86
032 V015001	24:WHOLESALE	42	WHARF ST	DEERING AVE ASSOCIATES INC &	767,100	\$544.64
032 V016001	21:RETAIL SERVICES	34	WHARF ST	IVY HOLDINGS LLC	747,900	\$531.01
037 A001001	33:TRANSPORTATION	55	FOREST AVE	NORTHERN NEW ENGLAND	18,460,700	\$13,107.10

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
037 A002001	17:21 PLUS FAMILY	45	FOREST AVE	REDFERN 45 LLC	13,013,200	\$9,239.37
037 A009001	17:21 PLUS FAMILY	104	OAK ST	PARK STREET PROPERTY LLC	2,429,200	\$1,724.73
037 A011001	22:OFFICE BUSINESS	92	OAK ST	84 OAK STREET LLC	500,200	\$355.14
037 A012001	22:OFFICE BUSINESS	39	FOREST AVE	39 LLC	3,947,800	\$2,802.94
037 A022001	21:RETAIL SERVICES	25	FOREST AVE	PORTLAND STAGE COMPANY	1,655,200	\$1,175.19
037 A023001	25:PARKING LOTS	84	OAK ST	84 OAK STREET LLC	582,500	\$413.58
037 A033001	25:PARKING LOTS	11	FOREST AVE	PACHIOS BROTHERS I LLC &	746,200	\$529.80
037 A035001	17:21 PLUS FAMILY	72	OAK ST	AVESTA OAK STREET LP	3,333,700	\$2,366.93
037 A038001	21:RETAIL SERVICES	565	CONGRESS ST	PACHIOS BROTHERS I LLC &	3,436,900	\$2,440.20
037 A042001	27:MULTI-USE COMMERCIAL	559	CONGRESS ST	HER LLC	633,100	\$449.50
037 A043001	21:RETAIL SERVICES	555	CONGRESS ST	CORRYMORE ZELLERTON LLC	556,400	\$395.04
037 A044001	21:RETAIL SERVICES	553	CONGRESS ST	ROCCO HOLDINGS LLC	1,316,300	\$934.57
037 A045001	21:RETAIL SERVICES	575	CONGRESS ST	571 ENTERPRISES LLC	747,500	\$530.73
037 A046001	22:OFFICE BUSINESS	7	FOREST AVE	LOA PROPERTY LLC	710,100	\$504.17
037 B001001	22:OFFICE BUSINESS	380	CUMBERLAND AVE	SWEETWATER PARTNERS LLC	3,518,300	\$2,497.99
037 B013001	25:PARKING LOTS	95	OAK ST	NORTHERN NEW ENGLAND	375,100	\$266.32
037 B014001	55:LITERARY & SCIENTIFIC	15	SHEPLEY ST	MAINE COLLEGE OF ART	-00	\$0.00
037 B015001	17:21 PLUS FAMILY	11	SHEPLEY ST	11 SHEPLEY STREET	5,233,100	\$3,715.50
037 C001001	25:PARKING LOTS	0	SHEPLEY ST	CITY OAK LLC	574,400	\$407.82
037 C004001	25:PARKING LOTS	0	SHEPLEY ST	CITY OAK LLC	364,600	\$258.87
037 C006001	17:21 PLUS FAMILY	18	CASCO ST	SHEPLEY LLC	6,187,100	\$4,392.84
037 C008001	25:PARKING LOTS	83	OAK ST	HEGA REALTY LLC	576,800	\$409.53
037 C010001	22:OFFICE BUSINESS	16	CASCO ST	SHEEPDOG LLC	952,700	\$676.42
037 C014100	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	3,402,200	\$2,415.56
037 C014200	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	3,648,400	\$2,590.36
037 C014300	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	2,211,000	\$1,569.81
037 C014400	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	2,065,900	\$1,466.79
037 C014501	10:CONDOMINIUMS	531	CONGRESS ST	WILLIAMS DEBORAH J &	602,900	\$428.06
037 C014502	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	519,000	\$368.49
037 C014503	10:CONDOMINIUMS	531	CONGRESS ST	SHOREY LINDA J &	696,500	\$494.52
037 C014504	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	933,900	\$663.07
037 C014505	10:CONDOMINIUMS	531	CONGRESS ST	WALBRIDGE HOYT &	898,200	\$637.72
037 C014506	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	653,900	\$464.27
037 C014507	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	582,400	\$413.50
037 C014508	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	755,600	\$536.48

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
037 C014509	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	487,600	\$346.20
037 C014510	10:CONDOMINIUMS	531	CONGRESS ST	PIETSCH BRENDAN	615,300	\$436.86
037 C016001	21:RETAIL SERVICES	551	CONGRESS ST	BENTLEY BUILDING LLC	1,631,400	\$1,158.29
037 C017006	10:CONDOMINIUMS	547	CONGRESS ST	PALMER ANDREW H TRUSTEE	637,100	\$452.34
037 C01701A	20:COMMERCIAL CONDOS	547	CONGRESS ST	DICE AND DRAFTS LLC	356,400	\$253.04
037 C01701B	20:COMMERCIAL CONDOS	547	CONGRESS ST	R & J 545 PARTNERS LLC	371,000	\$263.41
037 C01701C	20:COMMERCIAL CONDOS	547	CONGRESS ST	R & J 545 PARTNERS LLC	397,300	\$282.08
037 C01702A	10:CONDOMINIUMS	547	CONGRESS ST	HENAUT DOUGLAS S &	247,400	\$175.65
037 C01702B	10:CONDOMINIUMS	547	CONGRESS ST	SCULLY JOHN M	206,800	\$146.83
037 C01702C	10:CONDOMINIUMS	547	CONGRESS ST	FRIEL LESLIE R	233,100	\$165.50
037 C01702D	10:CONDOMINIUMS	547	CONGRESS ST	WHEELER-BERTA FRANCES H TRUSTEE	262,000	\$186.02
037 C01702E	10:CONDOMINIUMS	547	CONGRESS ST	SCHREIBER REBECCA ANN	236,400	\$167.84
037 C01703A	10:CONDOMINIUMS	547	CONGRESS ST	YANG DAVID I	284,700	\$202.14
037 C01703B	10:CONDOMINIUMS	547	CONGRESS ST	BEISEL NICOLA K TRUSTEE	302,800	\$214.99
037 C01703C	10:CONDOMINIUMS	547	CONGRESS ST	PACKARD JEFFREY G &	320,800	\$227.77
037 C01704A	10:CONDOMINIUMS	547	CONGRESS ST	BARRETT MARY E &	299,000	\$212.29
037 C01704B	10:CONDOMINIUMS	547	CONGRESS ST	GRANO ROBERT C TRUSTEE	263,900	\$187.37
037 C01704C	10:CONDOMINIUMS	547	CONGRESS ST	TYSON BRUCE &	369,200	\$262.13
037 C01705A	10:CONDOMINIUMS	547	CONGRESS ST	HENRY MICHAEL T &	526,800	\$374.03
037 C01705B	10:CONDOMINIUMS	547	CONGRESS ST	PALMER ANDREW H TRUSTEE	290,200	\$206.04
037 D001001	21:RETAIL SERVICES	45	CASCO ST	FORTY FIVE CASCO STREET LLC	1,646,700	\$1,169.16
037 D002001	22:OFFICE BUSINESS	511	CONGRESS ST	OCEAN GATE LLC	13,540,000	\$9,613.40
037 D003001	27:MULTI-USE COMMERCIAL	360	CUMBERLAND AVE	STARK INDUSTRIES LLC	951,800	\$675.78
037 D004001	27:MULTI-USE COMMERCIAL	48	BROWN ST	OCEAN GATE LLC	6,101,300	\$4,331.92
037 D005001	25:PARKING LOTS	25	CASCO ST	EQUALITY COMMUNITY CENTER	752,100	\$533.99
037 D007001	17:21 PLUS FAMILY	37	CASCO ST	AMBASSADOR LLC	9,893,500	\$7,024.39
037 D023001	54:BENEVOLENT & CHARITABLE	15	CASCO ST	EQUALITY COMMUNITY CENTER	-00	\$0.00
037 D024001	21:RETAIL SERVICES	519	CONGRESS ST	MAINE CHARITABLE MECHANIC	1,189,900	\$844.83
037 E001001	58:LAND BANKS	595	CONGRESS ST	CITY OF PORTLAND	-00	\$0.00
037 E002001	20:COMMERCIAL CONDOS	585	CONGRESS ST	HAMMOND HEIRS LLC	263,800	\$187.30
037 E002002	20:COMMERCIAL CONDOS	585	CONGRESS ST	HAMMOND HEIRS LLC	272,200	\$193.26
037 E002003	20:COMMERCIAL CONDOS	585	CONGRESS ST	PAUL'S BOUTIQUE LLC	1,080,900	\$767.44
037 E002004	20:COMMERCIAL CONDOS	585	CONGRESS ST	VERDANT REALTY I LLC &	1,341,500	\$952.47
037 E003001	27:MULTI-USE COMMERCIAL	10	CONGRESS SQ	PLAZA ASSOCIATES AT CONGRESS	19,409,300	\$13,780.60
037 E004001	25:PARKING LOTS	28	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	347,300	\$246.58

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
037 E005001	40:VACANT LAND	32	FOREST AVE	RB PORTLAND LLC	351,800	\$249.78
037 E005002	25:PARKING LOTS	32	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	312,300	\$221.73
037 E006001	20:COMMERCIAL CONDOS	173	HIGH ST	420 CUMBERLAND AVE LLC	1,117,700	\$793.57
037 E006002	20:COMMERCIAL CONDOS	173	HIGH ST	420 CUMBERLAND AVE LLC	417,400	\$296.35
037 E006003	20:COMMERCIAL CONDOS	173	HIGH ST	420 CUMBERLAND AVE LLC	956,100	\$678.83
037 E006004	20:COMMERCIAL CONDOS	173	HIGH ST	LUDWIG ROBERT C	1,163,200	\$825.87
037 E006005	20:COMMERCIAL CONDOS	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	439,600	\$312.12
037 E006006	20:COMMERCIAL CONDOS	173	HIGH ST	185 HIGH STREET LLC	456,400	\$324.04
037 E006007	20:COMMERCIAL CONDOS	173	HIGH ST	177 HIGH LLC	669,000	\$474.99
037 E006008	20:COMMERCIAL CONDOS	173	HIGH ST	6 EAST OXFORD ST LLC	338,600	\$240.41
037 E006009	20:COMMERCIAL CONDOS	173	HIGH ST	181 HIGH STREET LLC	18,500,000	\$13,135.00
037 E006010	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006011	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006012	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006013	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006014	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006015	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006016	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006017	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006018	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006019	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	\$20.24
037 E006020	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006021	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006022	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006023	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006024	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006025	10:CONDOMINIUMS	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	28,500	\$20.24
037 E006026	10:CONDOMINIUMS	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	28,500	\$20.24
037 E006027	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C &	28,500	\$20.24
037 E006028	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C &	28,500	\$20.24
037 E006029	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C &	28,500	\$20.24
037 E006030	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C &	28,500	\$20.24
037 E006031	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006032	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006033	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
037 E006034	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006035	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006036	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C	28,500	\$20.24
037 E006037	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C	28,500	\$20.24
037 E006038	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	\$20.24
037 E006039	10:CONDOMINIUMS	173	HIGH ST	177 HIGH LLC	28,500	\$20.24
037 E006040	10:CONDOMINIUMS	173	HIGH ST	177 HIGH LLC	28,500	\$20.24
037 E006041	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C &	28,500	\$20.24
037 E006042	10:CONDOMINIUMS	173	HIGH ST	LUDWIG ROBERT C &	28,500	\$20.24
037 E007001	23:HOTEL & MOTEL	157	HIGH ST	RB PORTLAND LLC	56,649,300	\$40,221.00
037 F002001	27:MULTI-USE COMMERCIAL	45	BROWN ST	BROWN TOWER LLC	1,567,100	\$1,112.64
037 F005001	27:MULTI-USE COMMERCIAL	28	PREBLE ST	EARL APARTMENTS LLC	7,075,600	\$5,023.68
037 F007001	22:OFFICE BUSINESS	24	PREBLE ST	PREBLE STREET ACQUISITIONS LLC	2,132,900	\$1,514.36
037 F009001	32:WAREHOUSE & STORAGE	338	CUMBERLAND AVE	CADC PORTLAND 340 LLC	3,681,900	\$2,614.15
037 F012001	55:LITERARY & SCIENTIFIC	41	BROWN ST	MHS INC	-00	\$0.00
037 F014001	54:BENEVOLENT & CHARITABLE	483	CONGRESS ST	MAINE HISTORICAL SOCIETY	-00	\$0.00
037 F017001	55:LITERARY & SCIENTIFIC	489	CONGRESS ST	MHS INC	-00	\$0.00
037 F020001	54:BENEVOLENT & CHARITABLE	38	PREBLE ST	PREBLE STREET	-00	\$0.00
037 F022001	27:MULTI-USE COMMERCIAL	477	CONGRESS ST	TT MAINE VENTURE LLC	5,636,500	\$4,001.92
037 G001001	21:RETAIL SERVICES	594	CONGRESS ST	HIGH POINT REALTY LLC	1,293,600	\$918.46
037 G004001	21:RETAIL SERVICES	582	CONGRESS ST	582-584 CONGRESS STREET LLC	758,500	\$538.54
037 G005001	21:RETAIL SERVICES	580	CONGRESS ST	BBB INC	1,138,100	\$808.05
037 G006001	27:MULTI-USE COMMERCIAL	578	CONGRESS ST	578 CONGRESS LLC	438,300	\$311.19
037 G007001	27:MULTI-USE COMMERCIAL	576	CONGRESS ST	576 CONGRESS LLC	420,600	\$298.63
037 G008001	27:MULTI-USE COMMERCIAL	574	CONGRESS ST	576 CONGRESS LLC	449,100	\$318.86
037 G009001	22:OFFICE BUSINESS	570	CONGRESS ST	PRIDE RALPH H TRUSTEE	712,900	\$506.16
037 G010001	27:MULTI-USE COMMERCIAL	133	FREE ST	HUBBARD'S APTS INC	1,085,300	\$770.56
037 G012001	21:RETAIL SERVICES	584	CONGRESS ST	582-584 CONGRESS STREET LLC	468,700	\$332.78
037 G014001	22:OFFICE BUSINESS	562	CONGRESS ST	TERBAX REALTY INC	7,947,200	\$5,642.51
037 H001001	27:MULTI-USE COMMERCIAL	550	CONGRESS ST	550 CONGRESS STREET LLC	1,015,800	\$721.22
037 H002001	55:LITERARY & SCIENTIFIC	540	CONGRESS ST	MAINE COLLEGE OF ART	-00	\$0.00
037 H002002	20:COMMERCIAL CONDOS	540	CONGRESS ST	540 CONGRESS STREET LLC	2,795,600	\$1,984.88
037 H002003	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	259,400	\$184.17
037 H002004	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	264,500	\$187.80
037 H002005	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	259,400	\$184.17

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
037 H002006	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	290,300	\$206.11
037 H005001	54:BENEVOLENT & CHARITABLE	536	CONGRESS ST	SPACE GALLERY	-00	\$0.00
037 H005003	20:COMMERCIAL CONDOS	536	CONGRESS ST	SPACE GALLERY	785,400	\$557.63
037 H006001	55:LITERARY & SCIENTIFIC	522	CONGRESS ST	MAINE COLLEGE OF ART	-00	\$0.00
037 H009001	21:RETAIL SERVICES	516	CONGRESS ST	PACHIOS BROTHERS II LLC	1,634,400	\$1,160.42
037 H010001	21:RETAIL SERVICES	510	CONGRESS ST	CENTER CITY PLAZA ASSOC	4,126,700	\$2,929.96
037 H011001	20:COMMERCIAL CONDOS	500	CONGRESS ST	MATERIAL OBJECTS	491,800	\$349.18
037 H011002	20:COMMERCIAL CONDOS	500	CONGRESS ST	500 CONGRESS TOP FLOOR LLC	357,500	\$253.83
037 H013001	21:RETAIL SERVICES	504	CONGRESS ST	KAPLAN 504 LLC	1,528,400	\$1,085.16
037 H014001	20:COMMERCIAL CONDOS	51	OAK ST	MAINE COLLEGE OF ART	318,000	\$225.78
037 H014002	55:LITERARY & SCIENTIFIC	51	OAK ST	MAINE COLLEGE OF ART	-00	\$0.00
037 H014003	20:COMMERCIAL CONDOS	51	OAK ST	MAINE COLLEGE OF ART	319,000	\$226.49
037 H014004	55:LITERARY & SCIENTIFIC	51	OAK ST	MAINE COLLEGE OF ART	-00	\$0.00
037 H014005	20:COMMERCIAL CONDOS	51	OAK ST	MAINE COLLEGE OF ART	217,800	\$154.64
037 H025001	21:RETAIL SERVICES	57	OAK ST	NEKOE BAHMAN &	316,800	\$224.93
037 I001001	21:RETAIL SERVICES	498	CONGRESS ST	498 CONGRESS LLC	1,690,900	\$1,200.54
037 I002101	20:COMMERCIAL CONDOS	490	CONGRESS ST	GRACE LLC	647,800	\$459.94
037 I002102	20:COMMERCIAL CONDOS	492	CONGRESS ST	DJ HOLDINGS LLC	512,000	\$363.52
037 I002103	20:COMMERCIAL CONDOS	15	BROWN ST	THE DOROTHEA &	239,500	\$170.05
037 I002104	10:CONDOMINIUMS	15	BROWN ST	O'SULLIVAN MICHAEL &	651,500	\$462.57
037 I002105	10:CONDOMINIUMS	15	BROWN ST	ADLER JANICE B	620,100	\$440.27
037 I002201	10:CONDOMINIUMS	15	BROWN ST	PYE JOHN F &	374,000	\$265.54
037 I002202	10:CONDOMINIUMS	15	BROWN ST	SAUCEDO CHRISTIAN MANUEL	426,400	\$302.74
037 I002203	10:CONDOMINIUMS	15	BROWN ST	CARUSO PHILIP &	497,500	\$353.23
037 I002204	10:CONDOMINIUMS	15	BROWN ST	MARCUS PETER H TRUSTEE	416,500	\$295.72
037 I002205	10:CONDOMINIUMS	15	BROWN ST	207 INVESTS I LLC	406,800	\$288.83
037 I002206	10:CONDOMINIUMS	15	BROWN ST	MONTMINY SHANE ALBERT	320,400	\$227.48
037 I002207	10:CONDOMINIUMS	15	BROWN ST	SOULE GEORGE &	239,100	\$169.76
037 I002208	10:CONDOMINIUMS	15	BROWN ST	DOCTOROFF MARK G	454,100	\$322.41
037 I002301	10:CONDOMINIUMS	15	BROWN ST	BERZON TODD S	438,400	\$311.26
037 I002302	10:CONDOMINIUMS	15	BROWN ST	ANDREOLI HELEN L	423,400	\$300.61
037 I002303	10:CONDOMINIUMS	15	BROWN ST	BAUMAN PATRICIA J TRUSTEE	499,400	\$354.57
037 I002304	10:CONDOMINIUMS	15	BROWN ST	MOORE BRIAN D	443,000	\$314.53
037 I002305	10:CONDOMINIUMS	15	BROWN ST	COFFIN KATHLEEN M	354,600	\$251.77
037 I002306	10:CONDOMINIUMS	15	BROWN ST	HUNT RYAN ETAL	406,500	\$288.62

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
037 I002307	10:CONDOMINIUMS	15	BROWN ST	DOCTOROFF MARK G	442,100	\$313.89
037 I002401	10:CONDOMINIUMS	15	BROWN ST	ANDONE PROPERTIES LLC	537,100	\$381.34
037 I002402	10:CONDOMINIUMS	15	BROWN ST	JONES RUSSELL J	540,800	\$383.97
037 I002403	10:CONDOMINIUMS	15	BROWN ST	QUADRI SYED M &	579,900	\$411.73
037 I002404	10:CONDOMINIUMS	15	BROWN ST	RICCI MICHAEL &	536,600	\$380.99
037 I002405	10:CONDOMINIUMS	15	BROWN ST	MARCUS PETER H TRUSTEE &	479,900	\$340.73
037 I002406	10:CONDOMINIUMS	15	BROWN ST	SANTORO DAVID M	508,900	\$361.32
037 I003001	21:RETAIL SERVICES	482	CONGRESS ST	CENTER CONGRESS LLC	5,784,100	\$4,106.71
037 I004001	22:OFFICE BUSINESS	480	CONGRESS ST	ASHBY TEAM LLC	2,250,900	\$1,598.14
037 I005001	27:MULTI-USE COMMERCIAL	486	CONGRESS ST	BARTHE DONNA	607,700	\$431.47
037 I00701A	20:COMMERCIAL CONDOS	11	BROWN ST	PHELPS CRAIG REAL	806,200	\$572.40
037 I00702A	10:CONDOMINIUMS	9	BROWN ST	WADDELL CHRISTOPHER &	391,800	\$278.18
037 I00702B	10:CONDOMINIUMS	9	BROWN ST	BUKER MAILE E	514,100	\$365.01
037 I00703A	10:CONDOMINIUMS	9	BROWN ST	D'APOLONIA JOHN S	677,100	\$480.74
037 I00704A	10:CONDOMINIUMS	9	BROWN ST	THORNDIKE WILLIAM N JR &	841,700	\$597.61
037 I009001	25:PARKING LOTS	59	FREE ST	JBG & H ASSOCIATES	887,700	\$630.27
037 I012001	25:PARKING LOTS	104	CENTER ST	CENTER CONGRESS LLC	734,300	\$521.35
038 A001001	20:COMMERCIAL CONDOS	10	FREE ST	JBG&H ASSOCIATES	4,140,500	\$2,939.76
038 A001002	20:COMMERCIAL CONDOS	10	FREE ST	BROWN J B & SONS	2,150,300	\$1,526.71
038 A005001	22:OFFICE BUSINESS	22	FREE ST	BROWN J B & SONS	4,293,000	\$3,048.03
038 B001001	20:COMMERCIAL CONDOS	1	PORTLAND SQ	NORTH RIVER IV LLC	29,724,300	\$21,104.25
038 B001007	20:COMMERCIAL CONDOS	1	PORTLAND SQ	PS ONE REALTY LLC	18,566,400	\$13,182.14
038 B002001	22:OFFICE BUSINESS	2	PORTLAND SQ	NORTH RIVER IV LLC	34,048,300	\$24,174.29
038 B003001	25:PARKING LOTS	481	FORE ST	NORTH RIVER IV LLC	5,103,400	\$3,623.41
038 C008001	56:GOVERNMENTAL	28	COTTON ST	CITY OF PORTLAND	-00	\$0.00
038 C009001	25:PARKING LOTS	24	COTTON ST	CASCO VIEW HOLDINGS III LLC	1,459,000	\$1,035.89
038 C012001	27:MULTI-USE COMMERCIAL	8	COTTON ST	CASCO VIEW HOLDINGS III LLC	2,630,900	\$1,867.94
038 C030001	21:RETAIL SERVICES	59	CENTER ST	CASCO VIEW HOLDINGS III LLC	687,200	\$487.91
038 D015001	56:GOVERNMENTAL	82	FREE ST	CUMBERLAND COUNTY MAINE	-00	\$0.00
038 E009105	20:COMMERCIAL CONDOS	70	CENTER ST	105 STAPLES SCHOOL LLC	375,000	\$266.25
038 E009106	20:COMMERCIAL CONDOS	70	CENTER ST	APPLE REAL ESTATE	342,900	\$243.46
038 E009204	20:COMMERCIAL CONDOS	70	CENTER ST	70 CENTER LLC	372,300	\$264.33
038 E009205	20:COMMERCIAL CONDOS	70	CENTER ST	70 CENTER LLC	387,000	\$274.77
038 E009304	20:COMMERCIAL CONDOS	70	CENTER ST	EAST COAST CONSTRUCTION AND	390,100	\$276.97
038 E009305	20:COMMERCIAL CONDOS	70	CENTER ST	MCKERSIE FAMILY LLC	388,200	\$275.62

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
038 E009401	20:COMMERCIAL CONDOS	70	CENTER ST	ALDER RUN DEVELOPMENT	673,900	\$478.47
038 E009G07	20:COMMERCIAL CONDOS	70	CENTER ST	70 CENTER STREET BASEMENT LLC	353,800	\$251.20
038 E009G08	20:COMMERCIAL CONDOS	70	CENTER ST	MAINE BUSINESS SERVICES INC	347,600	\$246.80
038 E010001	20:COMMERCIAL CONDOS	17	SOUTH ST	LEVINE ROBERT A &	228,900	\$162.52
038 E010002	20:COMMERCIAL CONDOS	17	SOUTH ST	SOUTH STREET PARTNERS 2 LLC	228,900	\$162.52
038 E010003	20:COMMERCIAL CONDOS	17	SOUTH ST	PRESTIGE WORLD-WIDE	371,200	\$263.55
038 E012001	21:RETAIL SERVICES	52	CENTER ST	PICTURE ISLAND INC	683,300	\$485.14
038 E019001	21:RETAIL SERVICES	1	PLEASANT ST	ZENITH OPERATING GROUP LLC	1,669,000	\$1,184.99
038 E020001	27:MULTI-USE COMMERCIAL	7	PLEASANT ST	7-19 PLEASANT STREET LLC	783,100	\$556.00
038 E021001	25:PARKING LOTS	9	PLEASANT ST	7-19 PLEASANT STREET LLC	156,800	\$111.33
038 E022001	25:PARKING LOTS	9	PLEASANT ST	7-19 PLEASANT STREET LLC	22,800	\$16.19
038 E023001	27:MULTI-USE COMMERCIAL	15	PLEASANT ST	7-19 PLEASANT STREET LLC	1,506,700	\$1,069.76
038 E024001	27:MULTI-USE COMMERCIAL	21	PLEASANT ST	ANADILYA PROPERTIES LLC	1,190,500	\$845.26
038 E025001	13:THREE FAMILY	11	SOUTH ST	AMORY JONATHAN &	861,000	\$611.31
038 E026001	12:TWO FAMILY	9	SOUTH ST	HANSON ANJA-BRITT &	834,300	\$592.35
038 E027001	27:MULTI-USE COMMERCIAL	5	SOUTH ST	FIVE SOUTH STREET LLC	729,000	\$517.59
038 E029001	27:MULTI-USE COMMERCIAL	19	SOUTH ST	19 SOUTH STREET DEVELOPMENT LLC	1,535,200	\$1,089.99
038 E030001	25:PARKING LOTS	58	CENTER ST	STEELE DANIEL L	984,700	\$699.14
038 F004001	24:WHOLESALE	241	COMMERCIAL ST	SLM PROPERTIES INC	3,049,400	\$2,165.07
038 F006001	22:OFFICE BUSINESS	245	COMMERCIAL ST	CASCO VIEW HOLDINGS LLC	6,931,500	\$4,921.37
038 F008001	22:OFFICE BUSINESS	470	FORE ST	DICTAR ASSOCIATES II	2,958,500	\$2,100.54
038 F009001	23:HOTEL & MOTEL	468	FORE ST	HARBOR PLAZA ASSOCIATES II	25,990,300	\$18,453.11
038 F009002	22:OFFICE BUSINESS	468	FORE ST	DICTAR ASSOCIATES II	5,400,000	\$3,834.00
038 F019001	22:OFFICE BUSINESS	19	CROSS ST	CASCO VIEW HOLDINGS II LLC	8,755,900	\$6,216.69
038 G001001	25:PARKING LOTS	486	FORE ST	NORTH RIVER IV LLC	4,151,800	\$2,947.78
038 G00202A	10:CONDOMINIUMS	269	COMMERCIAL ST	GOSSELIN EUGENE D &	244,100	\$173.31
038 G00202B	10:CONDOMINIUMS	269	COMMERCIAL ST	POE MAXWELL	248,200	\$176.22
038 G00202C	10:CONDOMINIUMS	269	COMMERCIAL ST	SCHNEIDER PAUL	247,000	\$175.37
038 G00202D	10:CONDOMINIUMS	269	COMMERCIAL ST	CUMMING JEAN S &	258,400	\$183.46
038 G00202E	10:CONDOMINIUMS	269	COMMERCIAL ST	DEVILLIER JACQUES K	229,600	\$163.02
038 G00202F	10:CONDOMINIUMS	269	COMMERCIAL ST	MCKENZIE ANNE-MARIE &	265,000	\$188.15
038 G00203A	10:CONDOMINIUMS	269	COMMERCIAL ST	SHULTZ RICHARD H &	253,600	\$180.06
038 G00203B	10:CONDOMINIUMS	269	COMMERCIAL ST	RICE LEE PRISCILLA TRUSTEE	241,900	\$171.75
038 G00203C	10:CONDOMINIUMS	269	COMMERCIAL ST	NORCHI CHARLES H &	271,100	\$192.48
038 G00203D	10:CONDOMINIUMS	269	COMMERCIAL ST	DODGE MEREDITH	252,700	\$179.42

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
038 G00203E	10:CONDOMINIUMS	269	COMMERCIAL ST	CONKLIN HENRY C	254,900	\$180.98
038 G00203F	10:CONDOMINIUMS	269	COMMERCIAL ST	TUCKER HAROLD W III	258,700	\$183.68
038 G00204A	10:CONDOMINIUMS	269	COMMERCIAL ST	ROUSSEAU GREGORY M TRUSTEE	254,000	\$180.34
038 G00204B	10:CONDOMINIUMS	269	COMMERCIAL ST	269 COMMERCIAL LLC	268,800	\$190.85
038 G00204C	10:CONDOMINIUMS	269	COMMERCIAL ST	GIOBBI ARCHIE &	314,300	\$223.15
038 G00204D	10:CONDOMINIUMS	269	COMMERCIAL ST	KIMBLE ELLEN SUE	230,800	\$163.87
038 G00204E	10:CONDOMINIUMS	269	COMMERCIAL ST	LAINEY CONNOR D	255,200	\$181.19
038 G00204F	10:CONDOMINIUMS	269	COMMERCIAL ST	WONG ROCKET &	244,400	\$173.52
038 G00205A	10:CONDOMINIUMS	269	COMMERCIAL ST	BERG ERIC O JR TRUSTEE	285,600	\$202.78
038 G00205B	10:CONDOMINIUMS	269	COMMERCIAL ST	GLENNON THOMAS J	309,700	\$219.89
038 G00205C	10:CONDOMINIUMS	269	COMMERCIAL ST	O'SULLIVAN JACLYN &	277,100	\$196.74
038 G00205D	10:CONDOMINIUMS	269	COMMERCIAL ST	DAVIS DONALD A	315,800	\$224.22
038 G00205E	10:CONDOMINIUMS	269	COMMERCIAL ST	FLAHERTY CHRISTOPHER F	308,500	\$219.04
038 G00205F	10:CONDOMINIUMS	269	COMMERCIAL ST	FOSTER ANTHONY W	269,500	\$191.35
038 G002267	20:COMMERCIAL CONDOS	269	COMMERCIAL ST	TEEDUCFRATAY LLC	671,800	\$476.98
038 G002271	20:COMMERCIAL CONDOS	269	COMMERCIAL ST	JKC LLC	604,700	\$429.34
038 G005001	23:HOTEL & MOTEL	9	CENTER ST	FATHOM CC LLC	37,475,500	\$26,607.61
038 I001001	27:MULTI-USE COMMERCIAL	28	FREE ST	40 FREE LLC	10,102,200	\$7,172.56
038 I003001	25:PARKING LOTS	15	SPRING ST	BROWN J B & SONS	1,783,900	\$1,266.57
038 I018001	21:RETAIL SERVICES	46	FREE ST	BROWN J B & SONS	4,542,400	\$3,225.10
039 A001001	21:RETAIL SERVICES	626	CONGRESS ST	PARK WONBAE &	1,844,400	\$1,309.52
039 A002001	21:RETAIL SERVICES	622	CONGRESS ST	WAYNE ENTERPRISES LLC	2,298,400	\$1,631.86
039 A005001	21:RETAIL SERVICES	616	CONGRESS ST	614 CONGRESS STREET LLC	2,113,000	\$1,500.23
039 A006001	25:PARKING LOTS	143	PARK ST	614 CONGRESS STREET LLC	154,500	\$109.70
039 A007001	25:PARKING LOTS	612	CONGRESS ST	RICE GEOFFREY I	108,100	\$76.75
039 A008001	21:RETAIL SERVICES	610	CONGRESS ST	19 SOUTH STREET LLC	735,600	\$522.28
039 A009001	21:RETAIL SERVICES	608	CONGRESS ST	19 SOUTH STREET LLC	732,400	\$520.00
039 A010001	21:RETAIL SERVICES	606	CONGRESS ST	602 CONGRESS LLC	623,100	\$442.40
039 A011001	25:PARKING LOTS	141	PARK ST	WAYNE ENTERPRISES LLC	272,800	\$193.69
039 A013001	22:OFFICE BUSINESS	600	CONGRESS ST	602 CONGRESS LLC	2,909,500	\$2,065.75
039 A016001	40:VACANT LAND	122	HIGH ST	TEGNA EAST COAST	139,100	\$98.76
039 A016002	25:PARKING LOTS	122	HIGH ST	PACIFIC AND SOUTHERN LLC	1,349,600	\$958.22
039 A017001	22:OFFICE BUSINESS	128	HIGH ST	TEGNA EAST COAST	4,173,000	\$2,962.83
039 A027001	26:PRIVATE CLUBS	116	HIGH ST	CUMBERLAND CLUB	3,745,400	\$2,659.23
039 A028001	04:BED & BREAKFAST	135	SPRING ST	THE WREN LLC	1,202,000	\$853.42

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
039 A029001	27:MULTI-USE COMMERCIAL	133	SPRING ST	STADLER CECILE	652,000	\$462.92
039 A030001	27:MULTI-USE COMMERCIAL	131	SPRING ST	NOUVEAU-NE LLC	570,600	\$405.13
039 A031001	27:MULTI-USE COMMERCIAL	129	SPRING ST	129 SPRING STREET LLC	678,900	\$482.02
039 A032001	25:PARKING LOTS	127	SPRING ST	CUMBERLAND CLUB	325,600	\$231.18
039 A035001	27:MULTI-USE COMMERCIAL	110	HIGH ST	TILLER ROBIN B &	578,700	\$410.88
039 A037001	21:RETAIL SERVICES	106	HIGH ST	M2BM LLC	1,041,200	\$739.25
039 A038001	21:RETAIL SERVICES	612	CONGRESS ST	BLUE BAY LLC	768,500	\$545.64
039 B001001	55:LITERARY & SCIENTIFIC	97	SPRING ST	PORTLAND MUSEUM OF ART	-00	\$0.00
039 B003001	55:LITERARY & SCIENTIFIC	142	FREE ST	PORTLAND MUSEUM OF ART	-00	\$0.00
039 B004001	25:PARKING LOTS	130	FREE ST	MAINEHEALTH	1,447,600	\$1,027.80
039 B007001	21:RETAIL SERVICES	128	FREE ST	MAINEHEALTH	590,200	\$419.04
039 B008001	25:PARKING LOTS	120	FREE ST	MAINEHEALTH	1,145,200	\$813.09
039 B011001	20:COMMERCIAL CONDOS	44	OAK ST	EVERYTHING LLC	921,200	\$654.05
039 B011002	20:COMMERCIAL CONDOS	44	OAK ST	EVERYTHING LLC	497,000	\$352.87
039 B011003	20:COMMERCIAL CONDOS	44	OAK ST	44 OAK UNIT THREE LLC	486,900	\$345.70
039 B011004	10:CONDOMINIUMS	44	OAK ST	KEON MICHAEL P	1,030,400	\$731.58
039 B013001	55:LITERARY & SCIENTIFIC	148	FREE ST	PORTLAND MUSEUM OF ART	-00	\$0.00
039 B015001	55:LITERARY & SCIENTIFIC	87	SPRING ST	PORTLAND MUSEUM OF ART	-00	\$0.00
039 C001002	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C00101A	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C00101B	20:COMMERCIAL CONDOS	110	FREE ST	MAINEHEALTH	1,428,700	\$1,014.38
039 C00101C	20:COMMERCIAL CONDOS	110	FREE ST	MAINEHEALTH	2,019,400	\$1,433.77
039 C0010GB	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C0010GC	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C001301	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C001302	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C001GA1	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C001GA2	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-00	\$0.00
039 C002001	56:GOVERNMENTAL	0	FREE ST	CITY OF PORTLAND	-00	\$0.00
039 D005001	56:GOVERNMENTAL	98	HIGH ST	CITY OF PORTLAND	-00	\$0.00
039 E001001	56:GOVERNMENTAL	94	SPRING ST ARTERIAL	CITY OF PORTLAND	-00	\$0.00
039 E008001	22:OFFICE BUSINESS	93	HIGH ST	SAFFORD HOUSE LLC	1,092,900	\$775.96
039 E009001	54:BENEVOLENT & CHARITABLE	87	HIGH ST	ST ELIZABETH'S ROMAN	-00	\$0.00
039 E010001	23:HOTEL & MOTEL	88	SPRING ST	LAFAYETTE PORTLAND LLC	22,546,500	\$16,008.02
039 F001001	25:PARKING LOTS	40	SPRING ST ARTERIAL	LAFAYETTE PORTLAND LLC	7,953,500	\$5,646.99

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
039 F013001	32:WAREHOUSE & STORAGE	59	PLEASANT ST	BAKERY LIMITED LIABILITY CO	2,121,300	\$1,506.12
039 F017001	12:TWO FAMILY	22	SOUTH ST	LOMBARDI BRIAN D	594,900	\$422.38
039 F018001	12:TWO FAMILY	20	SOUTH ST	SCHMIDT REMINGTON O	415,900	\$295.29
039 F019001	11:SINGLE FAMILY	18	SOUTH ST	LEWIS CLARENCE MICHAEL &	621,800	\$441.48
039 F020001	12:TWO FAMILY	14	SOUTH ST	MCLAUGHLIN KATHERINE A TRUSTEE	622,400	\$441.90
039 F021001	25:PARKING LOTS	10	SOUTH ST	BROWN J B & SONS	27,500	\$19.53
039 F022001	10:CONDOMINIUMS	37	PLEASANT ST	SWEENEY HILARY &	337,100	\$239.34
039 F022002	10:CONDOMINIUMS	37	PLEASANT ST	WEATHERFORD CLAUDINE &	334,700	\$237.64
039 F022003	10:CONDOMINIUMS	37	PLEASANT ST	WATSON MICHAEL P &	337,100	\$239.34
039 F022004	10:CONDOMINIUMS	37	PLEASANT ST	HOLT MYRA FUJIMOTO TRUSTEE	334,700	\$237.64
039 F022005	10:CONDOMINIUMS	37	PLEASANT ST	COMEAU PETER W &	337,100	\$239.34
039 F022006	10:CONDOMINIUMS	37	PLEASANT ST	HAAS JOHN E &	334,700	\$237.64
039 F023001	20:COMMERCIAL CONDOS	35	PLEASANT ST	35 PLEASANT ST LLC	299,500	\$212.65
039 F023002	10:CONDOMINIUMS	35	PLEASANT ST	REITER LAUREN J &	801,300	\$568.92
039 F025001	58:LAND BANKS	24	SOUTH ST	CITY OF PORTLAND	-00	\$0.00
039 F026001	40:VACANT LAND	22	SOUTH ST	LOMBARDI DEBRA &	70,100	\$49.77
040 A001001	16:11 TO 20 FAMILY	79	HIGH ST	VICKERY PLEASANT LLC	972,540	\$690.50
040 A002001	14:FOUR FAMILY	98	PLEASANT ST	O'SULLIVAN PATRICIA &	905,200	\$642.69
040 A003001	12:TWO FAMILY	92	PLEASANT ST	MCLARNON STEPHEN R JR &	725,400	\$515.03
040 A004001	15:5 TO 10 FAMILY	88	PLEASANT ST	C M SCRIBNER & CO LIMITED	1,366,900	\$970.50
040 A005001	25:PARKING LOTS	76	PLEASANT ST	LAFAYETTE PORTLAND LLC	423,200	\$300.47
040 A008001	25:PARKING LOTS	74	PLEASANT ST	BROWN J B & SONS	100,900	\$71.64
040 A009001	14:FOUR FAMILY	68	PLEASANT ST	SCHWARTZ DONNA L	915,400	\$649.93
040 A010001	27:MULTI-USE COMMERCIAL	54	MAPLE ST	AXE CAP LLC	558,200	\$396.32
040 A011001	11:SINGLE FAMILY	67	HIGH ST	BOURNE KATHERINE L &	751,400	\$533.49
040 A013001	17:21 PLUS FAMILY	53	DANFORTH ST	53 DANFORTH STREET LP	5,255,000	\$3,731.05
040 A014001	11:SINGLE FAMILY	52	MAPLE ST	ADLER BRENT	514,400	\$365.22
040 A015001	15:5 TO 10 FAMILY	65	HIGH ST	BRICKLIGHT PROPERTIES LLC	1,107,600	\$786.40
040 A016001	17:21 PLUS FAMILY	81	DANFORTH ST	DANFORTH ON HIGH LP	3,379,900	\$2,399.73
040 A017001	15:5 TO 10 FAMILY	77	DANFORTH ST	COLONEL FORBIN LLC	1,044,300	\$741.45
040 A018001	15:5 TO 10 FAMILY	75	DANFORTH ST	COLONEL FORBIN LLC	987,300	\$700.98
040 A019001	15:5 TO 10 FAMILY	71	DANFORTH ST	TELA LLC	1,230,300	\$873.51
040 A021001	19:AUXILIARY BUILDINGS	100	PLEASANT ST	VICKERY PLEASANT LLC	66,500	\$47.22
040 A022001	15:5 TO 10 FAMILY	67	DANFORTH ST	HARPUA LLC	1,101,400	\$781.99
040 A024001	15:5 TO 10 FAMILY	63	DANFORTH ST	POSTER NUTBAG LLC	721,000	\$511.91

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
040 A027001	11:SINGLE FAMILY	50	MAPLE ST	MEADE TRACY &	623,000	\$442.33
040 A028001	25:PARKING LOTS	46	MAPLE ST	BROWN J B & SONS	96,100	\$68.23
040 A030001	16:11 TO 20 FAMILY	69	HIGH ST	BRICKLIGHT PROPERTIES LLC	1,301,300	\$923.92
040 B001001	25:PARKING LOTS	55	MAPLE ST	BAKERY LIMITED LIABILITY CO	119,200	\$84.63
040 B002001	25:PARKING LOTS	58	PLEASANT ST	BROWN J B & SONS	89,200	\$63.33
040 B003001	13:THREE FAMILY	54	PLEASANT ST	JR SAPPERSTEIN HOLDINGS LLC	795,000	\$564.45
040 B004001	27:MULTI-USE COMMERCIAL	44	PLEASANT ST	44 PLEASANT STREET LLC	1,528,400	\$1,085.16
040 B006001	11:SINGLE FAMILY	40	PLEASANT ST	SPERRY ELISABETH &	972,600	\$690.55
040 B007001	27:MULTI-USE COMMERCIAL	23	DANFORTH ST	SCHWARTZ DONNA L	682,100	\$484.29
040 B008001	10:CONDOMINIUMS	32	PLEASANT ST	JOSEPH JOEY P	312,800	\$222.09
040 B008002	10:CONDOMINIUMS	32	PLEASANT ST	BROME CHRISTINE	327,300	\$232.38
040 B008003	10:CONDOMINIUMS	32	PLEASANT ST	CARLEY TESS &	475,000	\$337.25
040 B009001	10:CONDOMINIUMS	30	PLEASANT ST	LEVANDOSKI THERESE M	312,000	\$221.52
040 B009002	10:CONDOMINIUMS	30	PLEASANT ST	HANSON JUNE ANDREA	325,900	\$231.39
040 B009003	10:CONDOMINIUMS	30	PLEASANT ST	HOULE RONALD J &	400,800	\$284.57
040 B010001	12:TWO FAMILY	20	PLEASANT ST	WEST ERIK MARK	553,300	\$392.84
040 B012001	22:OFFICE BUSINESS	18	PLEASANT ST	18 PLEASANT ST ASSOC	250,500	\$177.86
040 B013001	11:SINGLE FAMILY	14	PLEASANT ST	GIOBBI CARLO A JR &	638,700	\$453.48
040 B015001	25:PARKING LOTS	10	PLEASANT ST	GIOBBI CARLO A JR &	43,100	\$30.60
040 B017001	21:RETAIL SERVICES	4	PLEASANT ST	SANTE LLC	114,300	\$81.15
040 B018001	40:VACANT LAND	51	MAPLE ST	MEADE TRACY &	16,100	\$11.43
040 B020001	21:RETAIL SERVICES	35	DANFORTH ST	TOBEY LINDA W	689,100	\$489.26
040 B021001	13:THREE FAMILY	33	DANFORTH ST	FOX STEPHEN H	574,600	\$407.97
040 B022001	40:VACANT LAND	29	DANFORTH ST	SCHAIR-CARDONA ERICA &	298,000	\$211.58
040 B023001	25:PARKING LOTS	13	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	200,800	\$142.57
040 B028001	21:RETAIL SERVICES	1	DANFORTH ST	SANTE LLC	652,500	\$463.28
040 B032001	21:RETAIL SERVICES	45	DANFORTH ST	CIGRI & DENG PROPERTIES LLC	506,200	\$359.40
040 B033001	10:CONDOMINIUMS	56	PLEASANT ST	O'BRIEN KAYLYN SHAY	364,000	\$258.44
040 B033002	10:CONDOMINIUMS	56	PLEASANT ST	MARCOUX VANESSA L &	374,800	\$266.11
040 B033003	10:CONDOMINIUMS	56	PLEASANT ST	RUNNING SALLY	360,800	\$256.17
040 C001001	16:11 TO 20 FAMILY	51	HIGH ST	GILLIS PETER J	1,374,800	\$976.11
040 C002001	15:5 TO 10 FAMILY	78	DANFORTH ST	WEST COMPANY	1,124,800	\$798.61
040 C005001	20:COMMERCIAL CONDOS	101	YORK ST	BROWN J B & SONS	2,962,000	\$2,103.02
040 C005201	10:CONDOMINIUMS	25	HIGH ST	VEALE PATRICK J &	482,400	\$342.50
040 C005202	10:CONDOMINIUMS	25	HIGH ST	ESCHBACH KELLY S &	340,500	\$241.76

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
040 C005203	10:CONDOMINIUMS	25	HIGH ST	KLEINLERER MICHAL FRED A	465,200	\$330.29
040 C005204	10:CONDOMINIUMS	25	HIGH ST	PARK KYUNG SAM	389,800	\$276.76
040 C005206	10:CONDOMINIUMS	25	HIGH ST	MYS A RENTALS LLC	341,800	\$242.68
040 C005207	10:CONDOMINIUMS	25	HIGH ST	CARRAHER DARIN L	337,900	\$239.91
040 C005208	10:CONDOMINIUMS	25	HIGH ST	LAGHAEI FARID &	452,200	\$321.06
040 C005209	10:CONDOMINIUMS	25	HIGH ST	GATOS PAMELA &	452,200	\$321.06
040 C005210	10:CONDOMINIUMS	25	HIGH ST	HEYMAN ADAM &	458,200	\$325.32
040 C005211	10:CONDOMINIUMS	25	HIGH ST	LIEBERMAN KYLE A ETAL JTS	457,300	\$324.68
040 C005212	10:CONDOMINIUMS	25	HIGH ST	WEATHERILL CAROLINE AVERY	434,800	\$308.71
040 C005213	10:CONDOMINIUMS	25	HIGH ST	PRICE JASON LLOYD &	457,300	\$324.68
040 C005214	10:CONDOMINIUMS	25	HIGH ST	DIRECTOR STEVEN &	457,300	\$324.68
040 C005215	10:CONDOMINIUMS	25	HIGH ST	CUSHMAN ROBIN MARI TRUSTEE	515,300	\$365.86
040 C005216	10:CONDOMINIUMS	25	HIGH ST	CHADBOURNE DENNIS S	458,700	\$325.68
040 C005301	10:CONDOMINIUMS	25	HIGH ST	LYONS THOMAS W &	459,900	\$326.53
040 C005302	10:CONDOMINIUMS	25	HIGH ST	HARROW DAVID	340,500	\$241.76
040 C005303	10:CONDOMINIUMS	25	HIGH ST	SMITH TEALE &	465,200	\$330.29
040 C005304	10:CONDOMINIUMS	25	HIGH ST	BROWN LAUREN HINSON &	389,800	\$276.76
040 C005305	10:CONDOMINIUMS	25	HIGH ST	DETER AMY &	471,200	\$334.55
040 C005306	10:CONDOMINIUMS	25	HIGH ST	LACOGNATA STUART A	341,800	\$242.68
040 C005307	10:CONDOMINIUMS	25	HIGH ST	GRIFFIN ALEXANDER &	337,900	\$239.91
040 C005308	10:CONDOMINIUMS	25	HIGH ST	MARTINEZ DANIEL M &	452,200	\$321.06
040 C005309	10:CONDOMINIUMS	25	HIGH ST	ADLER SUSAN	429,700	\$305.09
040 C005310	10:CONDOMINIUMS	25	HIGH ST	ROTH MICHAEL D &	458,200	\$325.32
040 C005311	10:CONDOMINIUMS	25	HIGH ST	LAMPNER GLENNA H &	434,800	\$308.71
040 C005312	10:CONDOMINIUMS	25	HIGH ST	DICKERSON NORVIN KENNEDY IV	457,300	\$324.68
040 C005313	10:CONDOMINIUMS	25	HIGH ST	GRIDLEY GUY G	457,300	\$324.68
040 C005314	10:CONDOMINIUMS	25	HIGH ST	PROFESSIONAL PROPERTIES LLC	457,300	\$324.68
040 C005315	10:CONDOMINIUMS	25	HIGH ST	INKOULOVA POLINA &	515,300	\$365.86
040 C005316	10:CONDOMINIUMS	25	HIGH ST	MILLER DEREK	436,200	\$309.70
040 C005401	10:CONDOMINIUMS	25	HIGH ST	SKACEL LAURA E	506,600	\$359.69
040 C005402	10:CONDOMINIUMS	25	HIGH ST	ROULE MICHELLE A &	357,500	\$253.83
040 C005403	10:CONDOMINIUMS	25	HIGH ST	WOON ASHLEY HARDI	488,400	\$346.76
040 C005404	10:CONDOMINIUMS	25	HIGH ST	MORSE KRISTY M	386,800	\$274.63
040 C005405	10:CONDOMINIUMS	25	HIGH ST	CHEUNG PATRICIA K	494,800	\$351.31
040 C005406	10:CONDOMINIUMS	25	HIGH ST	THYSSEN MICHAEL &	358,900	\$254.82

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
040 C005407	10:CONDOMINIUMS	25	HIGH ST	SHELLEY W KIRBY &	332,300	\$235.93
040 C005408	10:CONDOMINIUMS	25	HIGH ST	BAZINET JAYDE &	474,800	\$337.11
040 C005409	10:CONDOMINIUMS	25	HIGH ST	PIASIO GEOFF B	474,800	\$337.11
040 C005410	10:CONDOMINIUMS	25	HIGH ST	SADLER CLIFFORD H &	458,600	\$325.61
040 C005411	10:CONDOMINIUMS	25	HIGH ST	SCHAFER MORGAN &	480,200	\$340.94
040 C005412	10:CONDOMINIUMS	25	HIGH ST	KRONENBERG MARIANNE L &	480,200	\$340.94
040 C005413	10:CONDOMINIUMS	25	HIGH ST	DORNEMAN PENELOPE LEE &	480,200	\$340.94
040 C005414	10:CONDOMINIUMS	25	HIGH ST	MANSOURI ROZHIN YOUSEFVAND	480,200	\$340.94
040 C005415	10:CONDOMINIUMS	25	HIGH ST	REILLY KATHLEEN E	542,200	\$384.96
040 C005416	10:CONDOMINIUMS	25	HIGH ST	ROSS NATHAN T &	481,600	\$341.94
040 C005501	10:CONDOMINIUMS	25	HIGH ST	SCHOLL STEVEN B &	554,800	\$393.91
040 C005502	10:CONDOMINIUMS	25	HIGH ST	JOHNSTON EDWARD R &	391,500	\$277.97
040 C005503	10:CONDOMINIUMS	25	HIGH ST	BERRY RICHARD A	512,400	\$363.80
040 C005504	10:CONDOMINIUMS	25	HIGH ST	FREEDMAN PAUL R TRUSTEE	448,300	\$318.29
040 C005505	10:CONDOMINIUMS	25	HIGH ST	HIGH QUALITY RENTALS LLC	541,900	\$384.75
040 C005506	10:CONDOMINIUMS	25	HIGH ST	MARSDEN DAVID &	393,000	\$279.03
040 C005507	10:CONDOMINIUMS	25	HIGH ST	LADAN LUKA	388,500	\$275.84
040 C005508	10:CONDOMINIUMS	25	HIGH ST	CARTER DONALD D JR &	497,500	\$353.23
040 C005509	10:CONDOMINIUMS	25	HIGH ST	BROWN SARA J HUTCHINSON &	520,000	\$369.20
040 C005510	10:CONDOMINIUMS	25	HIGH ST	LARLEE BRENT A &	504,500	\$358.20
040 C005511	10:CONDOMINIUMS	25	HIGH ST	OSTERGAARD LLC	526,000	\$373.46
040 C005512	10:CONDOMINIUMS	25	HIGH ST	DANIELSEN KERRY E	526,000	\$373.46
040 C005513	10:CONDOMINIUMS	25	HIGH ST	CONRAD ERIC &	526,000	\$373.46
040 C005514	10:CONDOMINIUMS	25	HIGH ST	SHAW DAVID E &	526,000	\$373.46
040 C005515	10:CONDOMINIUMS	25	HIGH ST	PARK MIRI	618,500	\$439.14
040 C005516	10:CONDOMINIUMS	25	HIGH ST	BLOOM RYAN M ETAL JTS	527,500	\$374.53
040 C009001	31:MANUFACTURING	50	DANFORTH ST	BROWN J B & SONS	1,234,700	\$876.64
040 C014001	14:FOUR FAMILY	41	HIGH ST	SACRE LINDA &	675,000	\$479.25
040 C015001	10:CONDOMINIUMS	37	HIGH ST	MYBURGH ANDREW C &	272,600	\$193.55
040 C015002	10:CONDOMINIUMS	37	HIGH ST	SOLSTICE INVESTMENTS LLC	161,200	\$114.45
040 C015003	10:CONDOMINIUMS	37	HIGH ST	VADLA RAVI-KUMAR	312,400	\$221.80
040 C015004	10:CONDOMINIUMS	37	HIGH ST	THIS THYME AROUND LLC	216,900	\$154.00
040 C016001	12:TWO FAMILY	31	HIGH ST	BERNOTAVICZ JARAD	606,400	\$430.54
040 C021001	27:MULTI-USE COMMERCIAL	27	HIGH ST	BROWN J B & SONS	6,330,000	\$4,494.30
040 C026001	24:WHOLESALE	75	YORK ST	YORKSHIRE LLC	1,328,500	\$943.24

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
040 C030001	21:RETAIL SERVICES	53	YORK ST	CASTINE 53 LLC	2,133,900	\$1,515.07
040 D001001	22:OFFICE BUSINESS	20	DANFORTH ST	BROWN J B & SONS	6,121,100	\$4,345.98
040 D002001	22:OFFICE BUSINESS	10	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	1,667,900	\$1,184.21
040 E001001	25:PARKING LOTS	40	YORK ST	BROWN J B & SONS	1,176,500	\$835.32
040 E003001	10:CONDOMINIUMS	311	COMMERCIAL ST	SAMBATAKOS JOHN P &	537,700	\$381.77
040 E003002	10:CONDOMINIUMS	311	COMMERCIAL ST	HIGONNET CAMILLE	437,900	\$310.91
040 E003003	10:CONDOMINIUMS	311	COMMERCIAL ST	CUNHA GEORGE AYERS &	375,000	\$266.25
040 E003004	10:CONDOMINIUMS	311	COMMERCIAL ST	KASUBA PAUL F &	541,200	\$384.25
040 E003005	10:CONDOMINIUMS	311	COMMERCIAL ST	TAYLOR-CHIARELLO ROBIN	593,500	\$421.39
040 E003006	10:CONDOMINIUMS	311	COMMERCIAL ST	DODGE MEREDITH A &	532,300	\$377.93
040 E003007	10:CONDOMINIUMS	311	COMMERCIAL ST	KRUIHOFF CATHERINE H &	389,200	\$276.33
040 E003008	10:CONDOMINIUMS	311	COMMERCIAL ST	DODGE MEREDITH A &	453,300	\$321.84
040 E003009	10:CONDOMINIUMS	311	COMMERCIAL ST	KROON THOMAS J &	474,500	\$336.90
040 E00300H	20:COMMERCIAL CONDOS	311	COMMERCIAL ST	JBB HOSPITALITY I LLC	31,863,200	\$22,622.87
040 E00300R	20:COMMERCIAL CONDOS	311	COMMERCIAL ST	TIQA LEGACY LLC	1,315,000	\$933.65
040 E003010	10:CONDOMINIUMS	311	COMMERCIAL ST	GRIMM KRISTY &	714,000	\$506.94
040 E003011	10:CONDOMINIUMS	311	COMMERCIAL ST	CLANCY PAUL	498,500	\$353.94
040 E003012	10:CONDOMINIUMS	311	COMMERCIAL ST	AGUINAGA GARY S &	532,300	\$377.93
040 E003013	10:CONDOMINIUMS	311	COMMERCIAL ST	SNITE DEBORAH	428,000	\$303.88
040 E003014	10:CONDOMINIUMS	311	COMMERCIAL ST	HOBBS JANNA &	513,700	\$364.73
040 F009001	27:MULTI-USE COMMERCIAL	305	COMMERCIAL ST	BAXTER PLACE LLC	12,695,800	\$9,014.02
040 F011001	22:OFFICE BUSINESS	14	YORK ST	BROWN J B & SONS	4,195,700	\$2,978.95
041 A015001	24:WHOLESALE	260	COMMERCIAL ST	WATERFRONT MAINE BT LLC	2,270,600	\$1,612.13
041 A016001	22:OFFICE BUSINESS	252	COMMERCIAL ST	WATERFRONT MAINE	22,937,700	\$16,285.77
042 A001001	23:HOTEL & MOTEL	379	COMMERCIAL ST	APPLE NINE HOSPITALITY	42,168,900	\$29,939.92
042 A002140	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	CENTRAL STREET STUDIOS LLC	595,200	\$422.59
042 A002141	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	CENTRAL STREET STUDIOS LLC	304,100	\$215.91
042 A002143	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	ROHSHABRO CO LLC	202,500	\$143.78
042 A002144	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	DEERING PROPERTY	239,500	\$170.05
042 A002145	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	DEERING PROPERTY	85,500	\$60.71
042 A002146	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	DEERING PROPERTY	1,140,000	\$809.40
042 A002200	10:CONDOMINIUMS	383	COMMERCIAL ST	MCCONAGHA MEGAN &	595,000	\$422.45
042 A002201	10:CONDOMINIUMS	383	COMMERCIAL ST	LANDRY GAIL	362,600	\$257.45
042 A002202	10:CONDOMINIUMS	383	COMMERCIAL ST	JOHNSON SANDRA W &	415,600	\$295.08
042 A002203	10:CONDOMINIUMS	383	COMMERCIAL ST	ALEXANDER LORI &	411,200	\$291.95

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
042 A002204	10:CONDOMINIUMS	383	COMMERCIAL ST	YOUNG BRADLEY S &	435,900	\$309.49
042 A002300	10:CONDOMINIUMS	383	COMMERCIAL ST	STINSON MARTHA	691,800	\$491.18
042 A002301	10:CONDOMINIUMS	383	COMMERCIAL ST	GEOGHEGAN WILLIAM D	739,600	\$525.12
042 A002302	10:CONDOMINIUMS	383	COMMERCIAL ST	GALVIN ANDREW D &	542,400	\$385.10
042 A002303	10:CONDOMINIUMS	383	COMMERCIAL ST	LANE RYAN S	423,900	\$300.97
042 A002304	10:CONDOMINIUMS	383	COMMERCIAL ST	SKELLY ABIGAIL M &	538,300	\$382.19
042 A002305	10:CONDOMINIUMS	383	COMMERCIAL ST	THOMAS KYLE	423,900	\$300.97
042 A002306	10:CONDOMINIUMS	383	COMMERCIAL ST	LEE FRANK	395,400	\$280.73
042 A002307	10:CONDOMINIUMS	383	COMMERCIAL ST	HURST KATHRYN NICOLE	835,300	\$593.06
042 A002308	10:CONDOMINIUMS	383	COMMERCIAL ST	KAUFFMAN JENNIFER LOUISE	423,400	\$300.61
042 A002309	10:CONDOMINIUMS	383	COMMERCIAL ST	CHASE MARK C TRUSTEE	621,100	\$440.98
042 A002310	10:CONDOMINIUMS	383	COMMERCIAL ST	MUMME YVONNE B &	540,400	\$383.68
042 A002311	10:CONDOMINIUMS	383	COMMERCIAL ST	DIRKMAAT ERIK L &	814,900	\$578.58
042 A002312	10:CONDOMINIUMS	383	COMMERCIAL ST	SJY LLC	410,300	\$291.31
042 A002313	10:CONDOMINIUMS	383	COMMERCIAL ST	VAN BRAMER JAYNE MARIE	419,700	\$297.99
042 A002314	10:CONDOMINIUMS	383	COMMERCIAL ST	DEVLIN ELIZABETH &	539,400	\$382.97
042 A002315	10:CONDOMINIUMS	383	COMMERCIAL ST	REISS GEORGE E &	431,500	\$306.37
042 A002316	10:CONDOMINIUMS	383	COMMERCIAL ST	DEXTER AMY S &	537,300	\$381.48
042 A002317	10:CONDOMINIUMS	383	COMMERCIAL ST	KENNEDY TODD M	379,500	\$269.45
042 A002318	10:CONDOMINIUMS	383	COMMERCIAL ST	FAVREAU SCOTT A &	514,400	\$365.22
042 A002319	10:CONDOMINIUMS	383	COMMERCIAL ST	UZEE JOHN H	668,900	\$474.92
042 A002320	10:CONDOMINIUMS	383	COMMERCIAL ST	KALM HARBOUR LLC	440,800	\$312.97
042 A002321	10:CONDOMINIUMS	383	COMMERCIAL ST	HALLOCK BRADLEY L &	743,600	\$527.96
042 A002400	10:CONDOMINIUMS	383	COMMERCIAL ST	BRUENJES MICHAEL &	719,100	\$510.56
042 A002401	10:CONDOMINIUMS	383	COMMERCIAL ST	COOK RICHARD F JR	647,800	\$459.94
042 A002402	10:CONDOMINIUMS	383	COMMERCIAL ST	CARAMANDO ANTHONY N	593,000	\$421.03
042 A002403	10:CONDOMINIUMS	383	COMMERCIAL ST	TIDD PAULETTE S	490,300	\$348.11
042 A002404	10:CONDOMINIUMS	383	COMMERCIAL ST	EHLER MARLA G &	552,000	\$391.92
042 A002405	10:CONDOMINIUMS	383	COMMERCIAL ST	CHRIST GUS D &	435,400	\$309.13
042 A002406	10:CONDOMINIUMS	383	COMMERCIAL ST	ARENSBERG LEE C TRUSTEE	435,400	\$309.13
042 A002407	10:CONDOMINIUMS	383	COMMERCIAL ST	ENRIGHT SARA &	911,900	\$647.45
042 A002408	10:CONDOMINIUMS	383	COMMERCIAL ST	RUGGLES PATRICIA WELLS	455,400	\$323.33
042 A002409	10:CONDOMINIUMS	383	COMMERCIAL ST	HOWARD PROPERTY GROUP LLC	756,800	\$537.33
042 A002410	10:CONDOMINIUMS	383	COMMERCIAL ST	HOLMES JOANNE C TRUSTEE	574,500	\$407.90
042 A002411	10:CONDOMINIUMS	383	COMMERCIAL ST	TOPPER DAVID C &	892,800	\$633.89

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
042 A002412	10:CONDOMINIUMS	383	COMMERCIAL ST	DARBY DOUGLAS M	463,400	\$329.01
042 A002413	10:CONDOMINIUMS	383	COMMERCIAL ST	DERRIEY LIONEL H	470,800	\$334.27
042 A002414	10:CONDOMINIUMS	383	COMMERCIAL ST	HINKLE THOMAS L &	719,100	\$510.56
042 A002415	10:CONDOMINIUMS	383	COMMERCIAL ST	O'NEIL TAMATHA SARCHI	435,400	\$309.13
042 A002416	10:CONDOMINIUMS	383	COMMERCIAL ST	SIMONDS MELISSA G	599,300	\$425.50
042 A002417	10:CONDOMINIUMS	383	COMMERCIAL ST	CEFALO KYLE J	490,900	\$348.54
042 A002419	10:CONDOMINIUMS	383	COMMERCIAL ST	PRATT CAROLYN R	647,900	\$460.01
042 A002420	10:CONDOMINIUMS	383	COMMERCIAL ST	PARK DIANA L &	1,031,400	\$732.29
042 A002421	10:CONDOMINIUMS	383	COMMERCIAL ST	DARBY CORINN A	783,500	\$556.29
042 A002500	10:CONDOMINIUMS	383	COMMERCIAL ST	CHILDRESS JAMES WOODROW &	786,100	\$558.13
042 A002501	10:CONDOMINIUMS	383	COMMERCIAL ST	CHAMPAGNE HELEN L TRUSTEE	675,000	\$479.25
042 A002502	10:CONDOMINIUMS	383	COMMERCIAL ST	BRIKIATIS SYLVIE &	648,800	\$460.65
042 A002503	10:CONDOMINIUMS	383	COMMERCIAL ST	KOZLOWSKI BENJAMIN	542,900	\$385.46
042 A002504	10:CONDOMINIUMS	383	COMMERCIAL ST	GRADY JANET M	657,400	\$466.75
042 A002505	10:CONDOMINIUMS	383	COMMERCIAL ST	BEST MANIJEH DELALAT	493,300	\$350.24
042 A002506	10:CONDOMINIUMS	383	COMMERCIAL ST	BOCIAN THOMAS E &	495,300	\$351.66
042 A002507	10:CONDOMINIUMS	383	COMMERCIAL ST	DILLON DENIS P TRUSTEE	966,000	\$685.86
042 A002509	10:CONDOMINIUMS	383	COMMERCIAL ST	NIERMAN MERYL E	1,135,600	\$806.28
042 A002510	10:CONDOMINIUMS	383	COMMERCIAL ST	NGUYEN DOUGLAS	603,500	\$428.49
042 A002511	10:CONDOMINIUMS	383	COMMERCIAL ST	DI RE BERNADETTE	909,800	\$645.96
042 A002512	10:CONDOMINIUMS	383	COMMERCIAL ST	BURSAW MARGARET S	529,100	\$375.66
042 A002513	10:CONDOMINIUMS	383	COMMERCIAL ST	ROWLINGSON JACK	514,900	\$365.58
042 A002514	10:CONDOMINIUMS	383	COMMERCIAL ST	GLOVER DAWSON COLEMAN IV	724,400	\$514.32
042 A002515	10:CONDOMINIUMS	383	COMMERCIAL ST	DEERING PROPERTY	493,300	\$350.24
042 A002516	10:CONDOMINIUMS	383	COMMERCIAL ST	RITTENBERG RHONDA L &	650,900	\$462.14
042 A002517	10:CONDOMINIUMS	383	COMMERCIAL ST	HART JESSE P	512,800	\$364.09
042 A002519	10:CONDOMINIUMS	383	COMMERCIAL ST	FISH MICHAEL J &	693,600	\$492.46
042 A002520	10:CONDOMINIUMS	383	COMMERCIAL ST	OTTOLINI MARY C &	1,121,800	\$796.48
042 A002521	10:CONDOMINIUMS	383	COMMERCIAL ST	DAVIN CHRISTOPHER P &	865,400	\$614.43
042 A002600	10:CONDOMINIUMS	383	COMMERCIAL ST	ANDERSON MARK C &	1,327,500	\$942.53
042 A002601	10:CONDOMINIUMS	383	COMMERCIAL ST	WOODS STEPHEN &	1,364,300	\$968.65
042 A002602	10:CONDOMINIUMS	383	COMMERCIAL ST	SCHAFER PAUL A &	719,800	\$511.06
042 A002603	10:CONDOMINIUMS	383	COMMERCIAL ST	LEIBOWITZ SHELLEY	1,375,500	\$976.61
042 A002604	10:CONDOMINIUMS	383	COMMERCIAL ST	ANDERSON MARK C &	911,500	\$647.17
042 A002605	10:CONDOMINIUMS	383	COMMERCIAL ST	BIT OF PORTLAND LLC	706,100	\$501.33

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
042 A002606	10:CONDOMINIUMS	383	COMMERCIAL ST	DRIZLIKH NIMROD E	606,100	\$430.33
042 A002607	10:CONDOMINIUMS	383	COMMERCIAL ST	COSTELLO KARIN F &	1,080,500	\$767.16
042 A002608	10:CONDOMINIUMS	383	COMMERCIAL ST	SIMON GRANT F &	588,400	\$417.76
042 A002609	10:CONDOMINIUMS	383	COMMERCIAL ST	STAVISKY PETER &	1,519,300	\$1,078.70
042 A002610	10:CONDOMINIUMS	383	COMMERCIAL ST	SCHEINDEL MARILYS C &	1,282,500	\$910.58
042 A002611	10:CONDOMINIUMS	383	COMMERCIAL ST	HEARST JUDITH S TRUSTEE	2,114,600	\$1,501.37
042 A002701	10:CONDOMINIUMS	383	COMMERCIAL ST	ARROW-YASKO AMY S	2,806,300	\$1,992.47
042 A002702	10:CONDOMINIUMS	383	COMMERCIAL ST	WILLIAMS WAYNE COLBY &	2,112,000	\$1,499.52
042 A002704	10:CONDOMINIUMS	383	COMMERCIAL ST	CAIAZZO GREG &	2,140,100	\$1,519.47
042 A002705	10:CONDOMINIUMS	383	COMMERCIAL ST	CRAWFORD MARK G &	1,192,800	\$846.89
042 A002706	10:CONDOMINIUMS	383	COMMERCIAL ST	SNELL EUGENE BRYAN &	2,754,900	\$1,955.98
042 A003001	17:21 PLUS FAMILY	387	COMMERCIAL ST	DPD LOT 3 LLC	17,364,400	\$12,328.72
042 A007001	22:OFFICE BUSINESS	54	YORK ST	54 YORK LLC	2,859,300	\$2,030.10
042 C001110	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001120	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001130	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C00114A	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C00114B	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C00114C	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C00114D	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001150	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001160	20:COMMERCIAL CONDOS	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	38,500	\$27.34
042 C001170	20:COMMERCIAL CONDOS	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	38,200	\$27.12
042 C00118A	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C00118B	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001190	20:COMMERCIAL CONDOS	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	58,800	\$41.75
042 C001210	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001310	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001320	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001330	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
042 C001CCL	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-00	\$0.00
045 A001001	27:MULTI-USE COMMERCIAL	660	CONGRESS ST	A K LONGFELLOW LLC	578,400	\$410.66
045 A002001	27:MULTI-USE COMMERCIAL	656	CONGRESS ST	RICE GEOFFREY I	2,155,300	\$1,530.26
045 A003001	27:MULTI-USE COMMERCIAL	638	CONGRESS ST	638 CONGRESS STREET	14,389,400	\$10,216.47
045 A033001	15:5 TO 10 FAMILY	177	STATE ST	RANS LLC	968,600	\$687.71

PARCEL ID	LAND USE	NUM	STREET	OWNER	NET ASSESSMENT	FEE @.00071
045 A034001	21:RETAIL SERVICES	664	CONGRESS ST	RANS LLC	919,900	\$653.13
045 A035001	21:RETAIL SERVICES	670	CONGRESS ST	LONGFELLOW SQUARE	896,300	\$636.37
046 C011001	27:MULTI-USE COMMERCIAL	675	CONGRESS ST	RITA LINDA LLC	693,000	\$492.03
046 C012001	21:RETAIL SERVICES	673	CONGRESS ST	DOUKAS ANDREW J	345,000	\$244.95
046 C013001	21:RETAIL SERVICES	671	CONGRESS ST	DOUKAS ANDREW J &	342,100	\$242.89
046 C019001	27:MULTI-USE COMMERCIAL	667	CONGRESS ST	REDFERN LONGFELLOW LLC	31,567,000	\$22,412.57
046 D008001	11:SINGLE FAMILY	15	AVON ST	WIEDERKEHR RYAN A	553,300	\$392.84
046 D017001	53:RELIGIOUS	156	HIGH ST	WILLISTON-IMMANUEL UNITED CHURCH	-00	\$0.00
046 D018001	21:RETAIL SERVICES	653	CONGRESS ST	RICE GEOFFREY TRUSTEE	437,500	\$310.63
046 D021001	27:MULTI-USE COMMERCIAL	655	CONGRESS ST	TRELAWNY 657 LLC	14,931,300	\$10,601.22
046 D022001	27:MULTI-USE COMMERCIAL	645	CONGRESS ST	GASTONIA LLC	7,816,700	\$5,549.86
046 D026001	27:MULTI-USE COMMERCIAL	633	CONGRESS ST	BURNHAM ARMS LLC	5,907,100	\$4,194.04
046 D027001	40:VACANT LAND	629	CONGRESS ST	BURNHAM ARMS ANNEX LLC	301,800	\$214.28
046 D028001	21:RETAIL SERVICES	625	CONGRESS ST	BURNHAM ARMS ANNEX LLC	568,500	\$403.64
046 D029001	22:OFFICE BUSINESS	619	CONGRESS ST	BAXTER BUILDING LLC	5,069,200	\$3,599.13
046 D031001	22:OFFICE BUSINESS	142	HIGH ST	CROSTONE PORTLAND LLC	5,438,500	\$3,861.34
055 E037001	27:MULTI-USE COMMERCIAL	190	STATE ST	HUCKSTER'S ROW PROPERTIES LLC	1,208,900	\$858.32
055 E039001	27:MULTI-USE COMMERCIAL	188	STATE ST	LONGFELLOW SQUARE	1,701,600	\$1,208.14
444 A001001	56:GOVERNMENTAL	54	COMMERCIAL ST	CITY OF PORTLAND	-00	\$0.00
444 A00500A	56:GOVERNMENTAL	46	COMMERCIAL ST	CITY OF PORTLAND	-00	\$0.00
444 A00500B	20:COMMERCIAL CONDOS	46	COMMERCIAL ST	CASCO BAY MHR LLC	6,240,000	\$4,430.40
444 A011001	58:LAND BANKS	54	COMMERCIAL ST	CITY OF PORTLAND	-00	\$0.00
					1,888,513,040	\$1,340,844.26

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE AGREEMENT BETWEEN THE CITY OF PORTLAND
AND PORTLAND DOWNTOWN FOR FISCAL YEAR 2024-2025**

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially in the form attached and any other documents necessary to effect the intent of this order, and to carry out the Development Plan for the Downtown Improvement District for the period from and after its Effective Date and ending June 30, 2025.

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

AGREEMENT made as of the 1st day of July, 2024, (the “Effective Date”) by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the “City”) and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine (“**Portland Downtown**” or “**PD**”).

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the “Downtown Improvement District” (hereinafter, the “District”), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City (“Supplemental Services”) and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

- a. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2025 (the “Term”).

ARTICLE II. Financial Considerations

- a. The City will levy development district assessments (“Development District Assessments”) on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

- b. For the period commencing on the Effective Date and ending June 30, 2025, the City will pay Portland Downtown in monthly installments, to reflect the Development District Assessments collected by the City net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2024 through and including June 1, 2025. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Ten Thousand Five Hundred Fifty Dollars (\$10,550.00). In addition, the City is entitled to withhold an estimate of uncollected development district assessments from payment to Portland Downtown. The estimate will be provided to Portland Downtown by 2/15/2024. Any difference between estimated and actual uncollected Development District Assessments will be trued up in the next fiscal year pursuant to subsection c below.
- c. In addition to the foregoing, the City will pay in a lump sum, within sixty (60) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Agreement with the City, and considering any prior payments made as per Section b. City will provide Portland Downtown with written detail as to any deductions taken from payments under this paragraph.
- d. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.
- e. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2024, and ending on June 30, 2025, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.
- f. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- g. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

- a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the “Baseline City Services”). The specific nature and amount of such Baseline City Services shall be determined in the City’s reasonable discretion.
- b. The City may reduce the Baseline City Services in its discretion at any time, but only as part of a City-wide reduction in such services.

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

- a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City’s provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in equal monthly installments during the term of this Agreement.
- b. The City shall endeavor to assign the following City staff (the “City Downtown Staff”) to perform the Supplemental Downtown District Services weekly during the term of this Agreement:

1 Public Works Supervisor – Daytime
1 Portland Downtown Steward – Daytime
4 Maintenance Workers – 3 Daytime and 1 Overnight
1 Seasonal Laborer, April 15 – October 31 - Days

The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City’s best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services.

- c. The City’s Public Works Director and/or designee (the “City Director”) and Portland Downtown’s Executive Director and/or designee (the “PD Director”) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.
- d. Portland Downtown and City Manager will meet annually on or around April of each year to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are

not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.

- e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials" as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.
- f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 20, 2025, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.
- g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.
- h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or his designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

- a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
- b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:
 - i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.
 - ii. Establish positions for administration and management of its programs;
 - iii. Recruit, hire, and pay and otherwise supervise its work force necessary such that it can successfully fulfill its responsibilities.
 - iv. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
 - v. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
 - vi. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
 - vii. Maintain all minutes and records of Portland Downtown proceedings as may be required.
 - viii. Participate in decoration, activation, and beautification of public places in the District.
 - ix. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
 - x. Provide advice or feedback to City staff about proposed events in public spaces within the District by sharing various permits the City approves in the District.
 - xi. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
 - xii. Maintain existing pedestrian way finding signage for the District in accordance with applicable City codes and ordinances.
 - xiii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
 - xiv. Facilitate management of the Visitor Information Booth in Tommy's Park.
 - xv. Engage in partnerships with other organizations to provide programs and services.
 - xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, in consultation with Public Works crew, prior to the installation of any banners.
 - xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of

Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

- a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.
- b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of his intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.
- c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from the Effective Date to December 31, 2024, and January 1, 2025 to June 30, 2025; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.
- d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's

services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.
- e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

Portland Downtown covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

- a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, material, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.
 3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

- a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, the Portland Downtown will procure and maintain:
 - Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for

bodily injury, death and property damage, including completed operations coverage for no less than two years following completion of the Work;

- Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, the Portland Downtown shall name the CITY as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Policies required herein shall be primary and noncontributory. Prior to execution of this Agreement, the Portland Downtown shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the CITY as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, Portland Downtown shall provide CITY with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). CITY's acceptance or lack of acceptance of Portland Downtown's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Portland Downtown's obligation to obtain and maintain such insurance as required by this agreement. If the Portland Downtown maintains broader coverage and/or higher limits than the minimum shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the Portland Downtown.

Article XII. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this

Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2024.

WITNESS

CITY OF PORTLAND

By: _____

Danielle P. West
Its City Manager

WITNESS

**DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

By: _____

Dawn Homa
Its Board Chair

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

EXHIBIT A

(Insert Map of District)

EXHIBIT B

(Insert Legal Description of District)

Portland Downtown District Boundary Map

June 18, 2018

EXHIBIT A

0 500 1,000 2,000 Feet

Legend
Portland Downtown District a/o 7/1/2018

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

(Insert Portland Downtown Budget)

PORTLAND'S DOWNTOWN DISTRICT

July 2024 - June 2025

Income	
ASSESSMENT REVENUE	1,334,572.27
CONTRIBUTIONS INCOME	750.00
EVENT INCOME	39,000.00
INTEREST INCOME	2,643.18
MURAL INCOME	13,125.00
P&W INCOME	2,700.00
Total Income	1,392,790.45
Expenses	
CLEAN INITIATIVES	
ALLEYWAY ACTIVATION EXPENSE	250.00
CLEAN & SAFE EXPERIENCE	4,800.00
ESTIMATED NONCOLLECTION	13,280.28
FIXED FEE FOR DID ADMIN	10,550.00
PUBLIC ART	8,625.00
PUBLIC RESTROOM MAINTENANCE, ETC	35,000.00
REPAIRS & IMPROVEMENTS	4,980.00
SUPPLEMENTAL SERVICES CONTRACT	491,650.00
Total CLEAN INITIATIVES	569,135.28
DAYS / EVENTS	
207 DAY	4,500.00
DOWNTOWN WORKER APPR DAY (DWAD)	10,000.00
PARK(ING) DAY	1,000.00
POLICE AWARDS BREAKFAST	7,000.00
MICRO EVENTS	2,400.00
Total DAYS / EVENTS	24,900.00
EMPLOYEE COSTS	402,464.03
INSURANCE	4,750.00
LIGHT UP YOUR HOLIDAY EXPENSES	41,300.00
MARKETING	35,100.00
OPERATIONS COSTS	37,523.60
ORGANIZATIONAL ACTIVITIES	17,100.00
PROFESSIONAL FEES	10,700.00
PROGRAMS AND PARTNERSHIPS	
AUDET	31,500.00
BEHAVIORAL HEALTH	10,000.00
CAMERA PROGRAM	800.00
MILESTONE HOMETEAM	10,000.00
PEER OUTREACH WORKER PROGRAM	5,000.00
POLICE CADET PROGRAM EXPENSE	51,320.00
VISITOR INFO BOOTH	9,500.00
WINTER LIGHTS	84,000.00
Total PROGRAMS AND PARTNERSHIPS	202,120.00
RENT AND UTILITIES	34,447.54
SPACE ACTIVATION	13,250.00
Total Expenses	1,392,790.45
Net Income	0.00

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
 - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
 - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Holiday trees at Monument Square and City Hall Plaza, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.
- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
 - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
 - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
 - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalog, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
 - Benches;
 - Trash/recycling receptacles;
 - Light pole bases; and,
 - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snowstorm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
 - Waived event permit fees.
 - “No Parking” signs, wooden barricades, recycling services.
 - Access to City electricity service in public spaces.
 - Police and Fire Department services for Portland Downtown’s annual Tree Lighting event.
 - Support for the Monumental Market in Monument Square, Fridays, June - October, including but not limited to permitting to allow vendors/growers to sell their wares in-line with all appropriate laws of Portland and Maine related to selling Maine-grown produce.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City’s costs of the following services at the City’s standard rates:
 - Street closure expenses, including threat prevention;
 - Event personnel, including staff and managers;
 - Police and Fire personnel directly related to an event.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City’s Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F
Public Works Budget

CITY OF PORTLAND, ME
FY25 DEPARTMENT ANALYSIS WORKSHEET ORG LINE DETAIL w/ CY ACTIVITY EXPENDITURE REPORT

ACCOUNT DESCRIPTION	FY23 ACTUALS	FY24 REVISED APPRO (12/31/23)	FY24 CY ACTUALS *PER. 1-13	FY24 TOTAL PROJECTION	FY25 DEPT REQUEST	INCR (DECR) FY25 / FY24	APPRO % CHG FY25 / FY24	FY24-PROJ / FY24-APPRO	FY25-DR / FY24-PROJ
General Fund (100 & 107):									
PW Operations									
Portland Downtown District 10031205									
10031205 400110 Salaries & Wages	\$296,221	\$342,086	\$248,489.96	\$344,084	\$356,988	\$14,902	4.36%	\$1,998.00	\$12,904.00
10031205 400130 Temporary Help	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
10031205 400140 Overtime Payments	\$56,145	\$60,713	\$35,221.83	\$60,713	\$63,112	\$2,399	3.95%	\$0.00	\$2,399.00
* Payroll	\$352,366	\$402,799	\$283,711.79	\$404,797	\$420,100	\$17,301	4.30%	\$1,998.00	\$15,303.00
10031205 400260 Workers' Compensation	\$5,192	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
10031205 400271 Wearing Apparel	\$2,111	\$2,850	\$1,149.60	\$2,850	\$2,850	\$0	0.00%	\$0.00	\$0.00
10031205 400274 Cellular Phones (EE Reimb)	\$564	\$600	\$250.00	\$600	\$600	\$0	0.00%	\$0.00	\$0.00
* Benefits	\$7,867	\$3,450	\$1,399.60	\$3,450	\$3,450	\$0	0.00%	\$0.00	\$0.00
10031205 402000 Administrative Services	\$190	\$400	\$0.00	\$400	\$400	\$0	0.00%	\$0.00	\$0.00
* Administrative Svcs	\$190	\$400	\$0.00	\$400	\$400	\$0	0.00%	\$0.00	\$0.00
10031205 403500 Contractual Services	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
10031205 403510 Advertising	\$25	\$100	\$0.00	\$100	\$100	\$0	0.00%	\$0.00	\$0.00
10031205 403550 Lab & Medical Services	\$505	\$250	\$0.00	\$250	\$250	\$0	0.00%	\$0.00	\$0.00
10031205 403560 Printing	\$0	\$50	\$0.00	\$50	\$50	\$0	0.00%	\$0.00	\$0.00
10031205 403570 Temporary Services	\$53,582	\$39,440	\$35,932.78	\$49,312	\$39,440	\$0	0.00%	\$9,872.00	(\$9,872.00)
* Contractual Services	\$54,113	\$39,840	\$35,932.78	\$49,712	\$39,840	\$0	0.00%	\$9,872.00	(\$9,872.00)
10031205 404010 M&R Buildings	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
10031205 404020 M&R Other Equipment	\$0	\$300	\$0.00	\$300	\$300	\$0	0.00%	\$0.00	\$0.00
10031205 404030 M&R Vehicles	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
* Maintenance & Repair	\$0	\$300	\$0.00	\$300	\$300	\$0	0.00%	\$0.00	\$0.00
10031205 404530 Office Equipment Rental	\$90	\$360	\$351.52	\$360	\$360	\$0	0.00%	\$0.00	\$0.00

CITY OF PORTLAND, ME
FY25 DEPARTMENT ANALYSIS WORKSHEET ORG LINE DETAIL w/ CY ACTIVITY EXPENDITURE REPORT

ACCOUNT DESCRIPTION	FY23 ACTUALS	FY24 REVISED APPRO (12/31/23)	FY24 CY ACTUALS *PER. 1-13	FY24 TOTAL PROJECTION	FY25 DEPT REQUEST	INCR (DECR) FY25 / FY24	APPRO % CHG FY25 / FY24	FY24-PROJ / FY24-APPRO	FY25-DR / FY24-PROJ
* Rentals	\$90	\$360	\$351.52	\$360	\$360	\$0	0.00%	\$0.00	\$0.00
10031205 405510 Agricultural Supplies	\$0	\$400	\$0.00	\$400	\$400	\$0	0.00%	\$0.00	\$0.00
10031205 405520 Supplies - All Other	\$10,153	\$12,550	\$5,181.55	\$12,550	\$12,550	\$0	0.00%	\$0.00	\$0.00
10031205 405530 Construction Supplies	\$501	\$1,000	\$64.92	\$750	\$1,000	\$0	0.00%	(\$250.00)	\$250.00
10031205 405535 Cleaning Supplies	\$680	\$1,000	\$221.44	\$750	\$1,000	\$0	0.00%	(\$250.00)	\$250.00
10031205 405550 Medical Supplies	\$208	\$450	\$169.37	\$450	\$450	\$0	0.00%	\$0.00	\$0.00
10031205 405560 Minor Equipment	\$3,038	\$2,600	\$555.50	\$2,600	\$2,600	\$0	0.00%	\$0.00	\$0.00
10031205 405565 Computers & Technology	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
10031205 405570 Office Supplies	\$384	\$600	\$74.48	\$600	\$600	\$0	0.00%	\$0.00	\$0.00
* Supplies	\$14,965	\$18,600	\$6,267.26	\$18,100	\$18,600	\$0	0.00%	(\$500.00)	\$500.00
10031205 405600 Minor Capital Items	\$0	\$6,600	\$6,462.00	\$6,462	\$6,600	\$0	0.00%	(\$138.00)	\$138.00
* Minor Capital Items	\$0	\$6,600	\$6,462.00	\$6,462	\$6,600	\$0	0.00%	(\$138.00)	\$138.00
10031205 406310 Gas Service	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
10031205 406320 Electricity	\$310	\$2,000	\$319.45	\$1,000	\$2,000	\$0	0.00%	(\$1,000.00)	\$1,000.00
10031205 406340 Telephone	\$0	\$0	\$0.00	\$0	\$0	\$0	---	\$0.00	\$0.00
* Utilities	\$310	\$2,000	\$319.45	\$1,000	\$2,000	\$0	0.00%	(\$1,000.00)	\$1,000.00
** Portland Downtown District	\$429,900	\$474,349	\$334,444.40	\$484,581	\$491,650	\$17,301	3.65%	\$10,232.00	\$7,069.00
*** PW Operations	\$429,900	\$474,349	\$334,444.40	\$484,581	\$491,650	\$17,301	3.65%	\$10,232.00	\$7,069.00
**** Public Works	\$429,900	\$474,349	\$334,444.40	\$484,581	\$491,650	\$17,301	3.65%	\$10,232.00	\$7,069.00
***** General Fund (0100):	\$429,900	\$474,349	\$334,444.40	\$484,581	\$491,650	\$17,301	3.65%	\$10,232.00	\$7,069.00
***** GF Total (100 & 107):	\$429,900	\$474,349	\$334,444.40	\$484,581	\$491,650	\$17,301	3.65%	\$10,232.00	\$7,069.00
Report Total	\$429,900	\$474,349	\$334,444.40	\$484,581	\$491,650	\$17,301	3.65%	\$10,232.00	\$7,069.00

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ADOPTING THE DEVELOPMENT PROGRAM FOR THE PORTLAND
TOURISM MUNICIPAL DEVELOPMENT DISTRICT FOR FISCAL YEAR 2024-2025**

ORDERED, that pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Portland Tourism Municipal Development District for fiscal year 2024-2025.

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

**City Council
City of Portland
June 3, 2024**

Table of Contents

Development Program	3
I. Introduction.....	3
II. Development Program Narrative.....	3
A. The Development District	3
B. The Development Program.....	3
C. The Projects	4
D. Strategic Growth and Development.....	8
E. Improvements to the Public Infrastructure	8
F. Operational Components.....	8
1. Public Facilities.....	8
2. Commercial Improvements Financed Through Development Program	8
3. Relocation of Displaced Persons	8
4. Transportation Improvements	9
5. Environmental Controls	9
6. Plan of Operation	9
III. Physical Description	9
IV. Financial Plan.....	9
A. Cost Estimate and Sources of Revenues.....	9
B. Collections and Remittance	10
C. Municipal Indebtedness.....	10
D. Related Contract, Agreements, and Obligations.....	10
E. Rollover Funds	10
F. Reserve Policy	11
V. Financial Data.....	11
VI. Municipal Approvals.....	11
A. Notice of Public Hearing.....	11
B. Minutes of Public Hearing.....	11
C. City Council Order	11

Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

C. The Projects

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place, of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Project	FY 2025 Cost Estimate*
• <u>Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace	\$745,000

for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties; • Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending; • Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties_	
---	--

Project	FY 2025 Cost Estimate*
----------------	---------------------------------------

B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may be deployed to build programs to support a sustainable workforce. Programming may include destination wide workforce assessment, cost analysis and investment strategy, and apprenticeship/educational programming as seasonality requires.	\$100,000
C. <u>District Administration</u> The administration portion of the budget shall be utilized for the costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues, as well as administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager.. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$585,120
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses of the District specific to the services and programming and the return on investment to be recorded in room nights sold, lodging properties occupancy percentages, and revenues generated.	\$20,000

Project	FY 2025 Cost Estimate*
Total	\$1,450,120

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2025 fiscal year July 1, 2024 – June 30, 2025, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2024, District begin date, the budget is based on July 1, 2024, to June 30, 2025, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2024 District begin date, the District is expected to have a budget (FY2025) of approximately \$1,450,119, based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such project would require City Council approval and follow Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on June 17, 2024, in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on June 17, 2024, at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on June 17, 2024, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

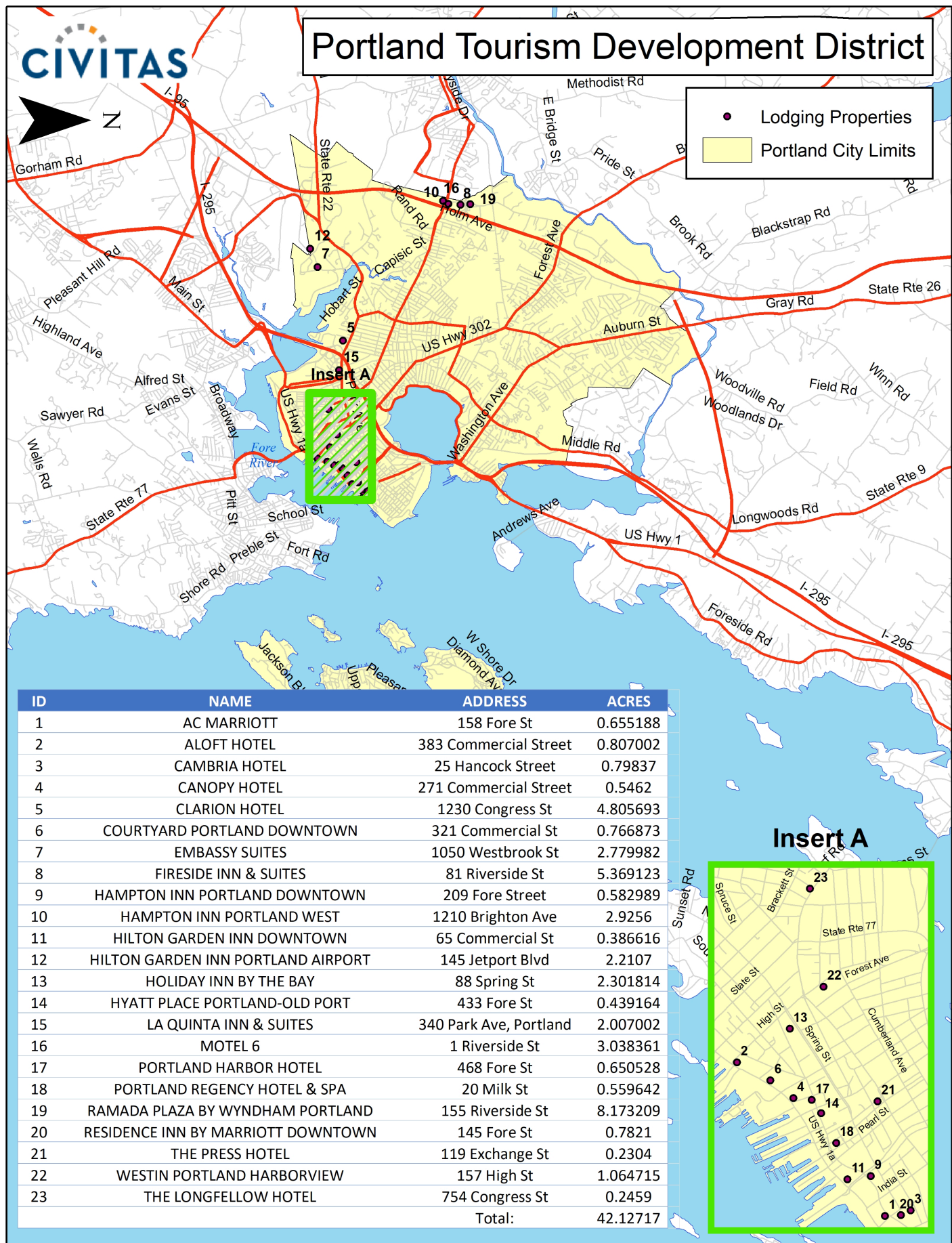


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2025

SECTION A. Acreage Caps		
1. Total municipal acreage;	13,785.6	
2. Acreage of proposed Municipal Development District;	42.1269	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2% limit;	42.1269	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3056%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	847.5118
	Proposed	42.1269
	Total:	889.6387
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	416.7288	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	442.910	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.2128%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	42.1269	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2025

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	Existing	N/A
		Proposed	N/A
		Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE		DATE	4/26/2024
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Elisa Marr		
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Listing of Existing TIF Districts for Proposed Tourism Development District for FY2025

4/23/2024

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD TIF	FY2015-16/FY2044-45	\$964,702,263	416.7288
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	\$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	\$0	0.312
Riverton Park	FY2024-2025/FY2043-44	\$0	19.8649
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,526,583	889.6387
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$964,702,263	-416.7288
Totals for Caps:		\$157,853,850	442.910
FY2023 Aggregate Total Value:		\$14,872,866,446	
Total Acreage for Ptld:			13,785.600
5% Allowed to be TIF'd:		\$743,643,322	689.280
Current Amounts TIF'd:		\$157,853,850	442.910
Amount Remaining that can be TIF'd:		\$585,789,472	246.370

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- FY2025 AS OF 4/25/2024	Address	Chart-Block-Lot	Acreage		Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2023)	Estimated Assessment for FY2025, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
Hotel Name										
- Economy Class							50.0%	\$77.00	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384		128	46,720	23,360	\$1,798,720.00	\$26,980.80	\$2,698.08
- Midscale Class							50.0%	\$99.00	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173		119	43,435	21,718	\$2,150,032.50	\$32,250.49	\$3,225.05
- Upper Midscale Class							50.0%	\$132.00	1.50%	10%
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007		105	38,325	19,163	\$2,529,450.00	\$37,941.75	\$3,794.18
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057		149	54,385	27,193	\$3,589,410.00	\$53,841.15	\$5,384.12
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829		125	45,625	22,813	\$3,011,250.00	\$45,168.75	\$4,516.88
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018		239	87,235	43,618	\$5,757,510.00	\$86,362.65	\$8,636.27
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256		86	31,390	15,695	\$2,071,740.00	\$31,076.10	\$3,107.61
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691		200	73,000	36,500	\$4,818,000.00	\$72,270.00	\$7,227.00
- Upscale Class							50%	\$163.00	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821		179	65,335	32,668	\$5,324,802.50	\$79,872.04	\$7,987.20
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866		120	43,800	21,900	\$3,569,700.00	\$53,545.50	\$5,354.55
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552		178	64,970	32,485	\$5,295,055.00	\$79,425.83	\$7,942.58
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767		132	48,180	24,090	\$3,926,670.00	\$58,900.05	\$5,890.01
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392		130	47,450	23,725	\$3,867,175.00	\$58,007.63	\$5,800.76
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983		102	37,230	18,615	\$3,034,245.00	\$45,513.68	\$4,551.37
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807		157	57,305	28,653	\$4,670,357.50	\$70,055.36	\$7,005.54
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107		76	27,740	13,870	\$2,260,810.00	\$33,912.15	\$3,391.22
- Upper Upscale Class							50%	\$222.00	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304		110	40,150	20,075	\$4,456,650.00	\$66,849.75	\$6,684.98
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596		95	34,675	17,338	\$3,848,925.00	\$57,733.88	\$5,773.39
The Westin Portland Harborview	157 High St	037 E007001	1.0647		289	105,485	52,743	\$11,708,835.00	\$175,632.53	\$17,563.25
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462		135	49,275	24,638	\$5,469,525.00	\$82,042.88	\$8,204.29
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78		120	43,800	21,900	\$4,861,800.00	\$72,927.00	\$7,292.70
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459		48	17,520	8,760	\$1,944,720.00	\$29,170.80	\$2,917.08
- Luxury Class							50%	\$379.00	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505		97	35,405	17,703	\$6,709,247.50	\$100,638.71	\$10,063.87
Totals:			42.1269					\$94,729,910.00	\$1,450,119.45	\$145,011.95

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ESTABLISHING IMPLEMENTATION ASSESSMENTS FOR THE
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT FOR FISCAL
YEAR 2024-2025**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$1,450,119.45 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Portland Tourism Municipal Development District, to fund implementation costs for such district for the period beginning July 1, 2024 and ending on June 30, 2025; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Portland Tourism Municipal Development, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2024 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- FY2025 AS OF 4/25/2024	Address	Chart-Block-Lot	Acreage		Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2023)	Estimated Assessment for FY2025, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
Hotel Name										
- Economy Class							50.0%	\$77.00	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384		128	46,720	23,360	\$1,798,720.00	\$26,980.80	\$2,698.08
- Midscale Class							50.0%	\$99.00	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173		119	43,435	21,718	\$2,150,032.50	\$32,250.49	\$3,225.05
- Upper Midscale Class							50.0%	\$132.00	1.50%	10%
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007		105	38,325	19,163	\$2,529,450.00	\$37,941.75	\$3,794.18
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057		149	54,385	27,193	\$3,589,410.00	\$53,841.15	\$5,384.12
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829		125	45,625	22,813	\$3,011,250.00	\$45,168.75	\$4,516.88
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018		239	87,235	43,618	\$5,757,510.00	\$86,362.65	\$8,636.27
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256		86	31,390	15,695	\$2,071,740.00	\$31,076.10	\$3,107.61
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691		200	73,000	36,500	\$4,818,000.00	\$72,270.00	\$7,227.00
- Upscale Class							50%	\$163.00	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821		179	65,335	32,668	\$5,324,802.50	\$79,872.04	\$7,987.20
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866		120	43,800	21,900	\$3,569,700.00	\$53,545.50	\$5,354.55
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552		178	64,970	32,485	\$5,295,055.00	\$79,425.83	\$7,942.58
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767		132	48,180	24,090	\$3,926,670.00	\$58,900.05	\$5,890.01
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392		130	47,450	23,725	\$3,867,175.00	\$58,007.63	\$5,800.76
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983		102	37,230	18,615	\$3,034,245.00	\$45,513.68	\$4,551.37
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807		157	57,305	28,653	\$4,670,357.50	\$70,055.36	\$7,005.54
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107		76	27,740	13,870	\$2,260,810.00	\$33,912.15	\$3,391.22
- Upper Upscale Class							50%	\$222.00	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304		110	40,150	20,075	\$4,456,650.00	\$66,849.75	\$6,684.98
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596		95	34,675	17,338	\$3,848,925.00	\$57,733.88	\$5,773.39
The Westin Portland Harborview	157 High St	037 E007001	1.0647		289	105,485	52,743	\$11,708,835.00	\$175,632.53	\$17,563.25
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462		135	49,275	24,638	\$5,469,525.00	\$82,042.88	\$8,204.29
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78		120	43,800	21,900	\$4,861,800.00	\$72,927.00	\$7,292.70
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459		48	17,520	8,760	\$1,944,720.00	\$29,170.80	\$2,917.08
- Luxury Class							50%	\$379.00	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505		97	35,405	17,703	\$6,709,247.50	\$100,638.71	\$10,063.87
Totals:			42.1269					\$94,729,910.00	\$1,450,119.45	\$145,011.95

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE DEVELOPMENT PROGRAM MANAGER AGREEMENT
BETWEEN THE CITY OF PORTLAND AND CONVENTION AND VISITORS'
BUREAU OF GREATER PORTLAND, DOING BUSINESS AS VISIT PORTLAND FOR
FISCAL YEAR 2024-2025**

ORDERED, that the Agreement between the City of Portland and the Convention and Visitors' Bureau of Greater Portland doing business as Visit Portland is hereby approved;
and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially in the form attached, and any other documents necessary to effect the intent of this Order, to carry out the Development Plan for the Portland Tourism Municipal Development District for the period from and after its Effective Date and ending June 30, 2025.

**AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND**

This AGREEMENT made as of the 1st day of July, 2024, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”) and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders _____, and dated _____, 2024, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the “District”), the Development Program (defined below) including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2025 (“the Term”).

ARTICLE II. Financial Considerations

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “Assessments”) on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program in, covering the period beginning on July 1, 2024, and ending on June 30, 2025, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects, expenses, and returns on investments of the District. Any audits

needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland.

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. Establish a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination.

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
 - 1. With respect to existing activities, take only such actions as the City Manager shall direct;
 - 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
 - 3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 - 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as

defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

- a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

- b. This Agreement and its attachments represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2024.

WITNESS

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

WITNESS

**CONVENTION AND VISITORS'
BUREAU OF GREATER
PORTLAND**

By: _____
Print Name:
Its: _____

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

**City Council
City of Portland
June 3, 2024**

Table of Contents

Development Program	3
I. Introduction.....	3
II. Development Program Narrative.....	3
A. The Development District	3
B. The Development Program.....	3
C. The Projects	4
D. Strategic Growth and Development.....	8
E. Improvements to the Public Infrastructure	8
F. Operational Components.....	8
1. Public Facilities.....	8
2. Commercial Improvements Financed Through Development Program	8
3. Relocation of Displaced Persons	8
4. Transportation Improvements	9
5. Environmental Controls	9
6. Plan of Operation	9
III. Physical Description	9
IV. Financial Plan.....	9
A. Cost Estimate and Sources of Revenues.....	9
B. Collections and Remittance	10
C. Municipal Indebtedness.....	10
D. Related Contract, Agreements, and Obligations.....	10
E. Rollover Funds	10
F. Reserve Policy	11
V. Financial Data.....	11
VI. Municipal Approvals.....	11
A. Notice of Public Hearing.....	11
B. Minutes of Public Hearing.....	11
C. City Council Order	11

Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

C. The Projects

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place, of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Project	FY 2025 Cost Estimate*
• <u>Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace	\$745,000

for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties; • Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending; • Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties_	
---	--

Project	FY 2025 Cost Estimate*
----------------	---------------------------------------

B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may be deployed to build programs to support a sustainable workforce. Programming may include destination wide workforce assessment, cost analysis and investment strategy, and apprenticeship/educational programming as seasonality requires.	\$100,000
C. <u>District Administration</u> The administration portion of the budget shall be utilized for the costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues, as well as administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager.. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$585,120
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses of the District specific to the services and programming and the return on investment to be recorded in room nights sold, lodging properties occupancy percentages, and revenues generated.	\$20,000

Project	FY 2025 Cost Estimate*
Total	\$1,450,120

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2025 fiscal year July 1, 2024 – June 30, 2025, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2024, District begin date, the budget is based on July 1, 2024, to June 30, 2025, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2024 District begin date, the District is expected to have a budget (FY2025) of approximately \$1,450,119, based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such project would require City Council approval and follow Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on June 17, 2024, in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on June 17, 2024, at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on June 17, 2024, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

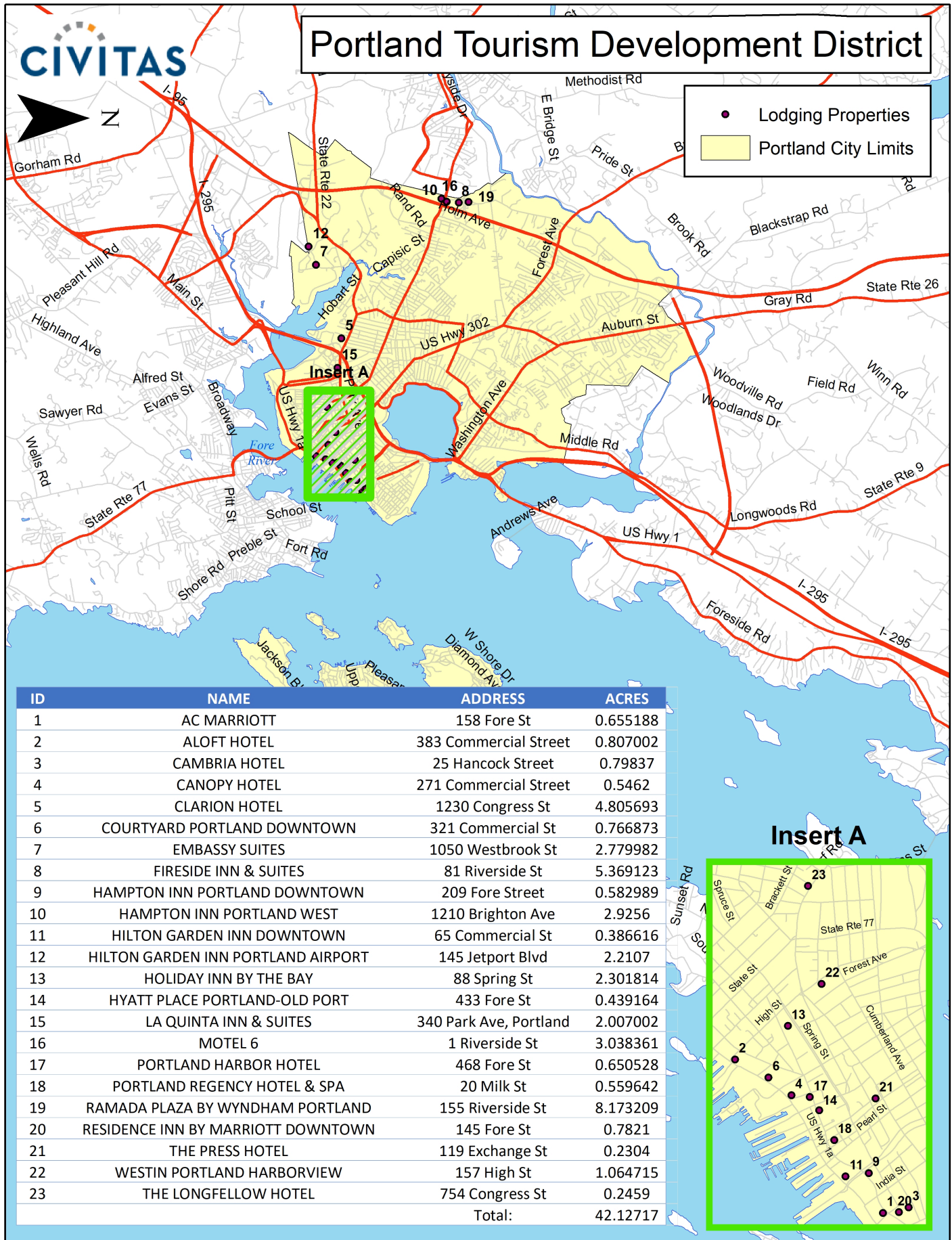


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2025

SECTION A. Acreage Caps		
1. Total municipal acreage;	13,785.6	
2. Acreage of proposed Municipal Development District;	42.1269	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2% limit;	42.1269	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3056%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	847.5118
	Proposed	42.1269
	Total:	889.6387
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	416.7288	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	442.910	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.2128%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	42.1269	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2025

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	Existing	N/A
		Proposed	N/A
		Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE		DATE	4/26/2024
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Elisa Marr		
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Listing of Existing TIF Districts for Proposed Tourism Development District for FY2025

4/23/2024

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD TIF	FY2015-16/FY2044-45	\$964,702,263	416.7288
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	\$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	\$0	0.312
Riverton Park	FY2024-2025/FY2043-44	\$0	19.8649
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,526,583	889.6387
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$964,702,263	-416.7288
Totals for Caps:		\$157,853,850	442.910
FY2023 Aggregate Total Value:		\$14,872,866,446	
Total Acreage for Ptd:			13,785.600
5% Allowed to be TIF'd:		\$743,643,322	689.280
Current Amounts TIF'd:		\$157,853,850	442.910
Amount Remaining that can be TIF'd:		\$585,789,472	246.370

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE AMENDED WAGE SCALE AND ADDITIONAL
AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT WITH
AFSCME LOCAL 481-00, LABOR AND TRADES**

ORDERED, that the existing wage scale in the current Collective Bargaining Agreement with AFSCME Local 481-00, Labor and Trades, effective July 1, 2022 through June 30, 2025 be replaced with an amended wage scale, effective June 30, 2024, in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the current Collective Bargaining Agreement be further amended in accordance with the tentative agreements negotiated between Labor and Trades and the City, in substantially the form attached hereto; and

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

The City will eliminate the CDL job requirement from positions in Parks, Recreation & Facilities, with the exception of the Arborist II and Arborist III positions which will continue to require a CDL. All other current employees in Parks, Recreation & Facilities that do not regularly use their CDL will receive a \$1.50/hour stipend if they choose to keep it active and remain in the City's drug and alcohol testing pool. In addition, up to three (3) Public Buildings employees who possess a valid State of Maine Class B operator's license that are assigned to winter operations in DPW will receive a total of \$3.00/hour in addition to their base weekly wage during the winter period (as defined in Appendix H in the collective bargaining agreement).

33. FILLING OF JOB VACANCIES

33.12 New Hires

The City, at its sole discretion, may hire new employees with prior experience up to the ~~four~~ **eight** (4**8**) year step on the appropriate salary grade for similar work with similar scope and responsibility provided they meet all of the City's requirements for the position as outlined in the job description and selection criteria. Prior experience will be determined by crediting one (1) year for every one (1) year of previous experience the City deems to be relevant in scope and responsibility. The Union shall be notified by the City of any new hire placed at **or above** the four (4) year step.

APPENDIX B-1
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

Base Rate Designations

Grade 10

~~Laborer~~ (Reclassify to Grade 11)

Grade 11

Custodial Worker

Laborer

~~Floating Custodial Worker~~ (Eliminate title; move current employees to Custodial Worker)

Grade 13

Grade 14

~~Building Maintenance/Custodial Worker~~ (Reclassify to Grade 16; change title to Facilities Maintenance Worker I)

~~Maintenance Worker~~ (Eliminate position; reclassify one Cemeteries employee to Grade 16 MWI)

Grade 15

~~Trades Worker I~~ (Inactive)

Grade 16

~~Journeyman Electrician~~ (Inactive)

Facilities Maintenance Worker I (HHS, Parking and PRF)

Maintenance Worker I (Athletic Facilities, Cemeteries, PDD, Streets & Sidewalks, Traffic)

Maintenance Worker I (Islands) (I)

Maintenance Worker I (Solid Waste) (G)

Water Resources Technician I

Grade 17

Maintenance Worker II **(K)** (Athletic Facilities, Cemeteries)

Parts Specialist (F)

~~Trades Worker II~~ (Inactive)

Grade 17-CDL

Maintenance Worker II (Islands) (I)

Maintenance Worker II (Solid Waste) (H)

Maintenance Worker II (PDD, Streets & Sidewalks, Traffic)

Water Resources Technician II **(J)**

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

Grade 18~~Facilities Electrician~~ (Inactive)~~Facilities Plumber~~ (Inactive)**Facilities Maintenance Worker II** (HHS)Horticulturist **(K)**Maintenance Worker III **(K)** (Athletic Facilities, Cemeteries, Parks)Parks Maintainer **(K)**

Parking Meter Technician

~~Parks Facilities Assistant~~ (Inactive)~~Sewer Facilities Technician~~ (Inactive)**Grade 18-CDL**

Maintenance Worker III (Islands) (I)

Maintenance Worker III (Solid Waste) (H)

Maintenance Worker III (PDD, Streets & Sidewalks, Traffic)

Water Resources Technician III **(J)****Grade 19**~~Athletic Facilities Steward~~ (Inactive)~~Assistant Dispatcher~~ (Inactive)~~Master Electrician (B)~~ (Inactive)Playground Technician **(K)** ~~(M)~~ (\$1.50/hour market rate stipend included in base rate)**Grade 19-CDL**

PDD Steward

Market Rate Designations**16M-AR Grade 50**

Arborist I

20M-TW Grade 51Trades Worker ~~III~~ **(K)****25M-TG Grade 52**

Traffic Computer Sign Operator

23M-MCI Grade 53

Auto Technician I (F)

Welder Machinist I – 2nd Class (F)

29M-PR Grade 54Recreation Facilities Technician **(K)**

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

32M-HVI Grade 55

HVAC Technician I

18M-ARI Grade 56

Arborist II

19M-ARIII Grade 57

Arborist III

33M-HVII Grade 58

HVAC Technician II (E)

27M-AU Grade 59

Autobody Repair Worker (F)

30M-WR Grade 60Water Resources Senior Technician **(J)****24M-MCII Grade 61**Auto Technician II (F)
Welder Machinist II – 1st Class (F)**35M-ME Grade 62**Facilities Master Electrician (B) **(L)** (6% stipend included in base rate)
Facilities Master Plumber (D) **(L)** (6% stipend included in base rate)**28M-TS Grade 63**Traffic Signal Repair Worker (A) **(J)** (\$3/hour market rate stipend included in base rate)**31M-WF****Public Buildings & Waterfront Facilities Technician** (Inactive)**34M-SL Grade 64**Systems & Lighting Technician (A) (C) **(K)** (\$5/hour market rate stipend included in base rate)

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

Airport Market Rate Designations**Grade 16A**

Airport Maintenance Worker I
Airport Facilities Technician Assistant I

Grade 18A

Airport Facilities Technician Assistant II

Grade 19A

Airport Maintenance Worker II

Grade 19MA

Airport Facilities Technician

Grade 20MA

Airport Airfield Electrician

- (A) Employees in this classification who possess a valid State of Maine Masters Electrician License will receive a 3% stipend in addition to their base weekly pay.
- (B) Employees in this classification who possess IMSA Level II for Fire Alarms or Street Lighting will receive a 3% stipend in addition to their base weekly pay.
- (C) Employees in this classification who possess IMSA Level III traffic signal will receive a 3% stipend in addition to their base weekly pay.
- (D) Employees in this classification who possess a Natural Gas & Propane license will receive a 3% stipend in addition to their base weekly pay.
- (E) Employees in this classification who possess all three of the required licenses will receive a 3% stipend in additional to their base weekly pay.
- (F) Employees in this classification will receive a \$1.00 per hour Fleet market rate stipend.
- (G) Employees in this classification will receive a \$1.00 per hour Solid Waste market rate stipend.
- (H) Employees in this classification will receive a \$2.00 per hour Solid Waste market rate stipend.
- (I) Employees in this classification will receive a \$1.00 per hour Islands market rate stipend.
- ~~(J) Employees in this classification will receive a \$3.00 per hour market rate stipend.~~ (\$3/hour stipend included in base rate)

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

- (K) — Employees in this classification will receive a \$5.00 per hour market rate stipend. (\$5/hour stipend included in base rate)
- (L) — Employees in this classification will receive a 6% per hour market rate stipend. (6% stipend included in base rate)
- (M) — Employees in this classification will receive a \$1.50 per hour market rate stipend. (\$1.50/hour stipend included in base rate)
- (J) Employees in this classification who possess a Grade 4 Collections System Certification will receive a \$2.00 per hour stipend in addition to their base weekly pay.**
- (K) Employees in this classification who possess a valid State of Maine Class B Motor Vehicle Operator's License will receive a \$1.50 per hour stipend in addition to their base weekly pay.**

APPENDIX D LABOR AND TRADES

JOB FAMILIES

1. Mechanical Services
 - Auto Technician II
 - Auto Technician I
 - Autobody Repair Worker
 - Parts Specialist
2. Maintenance Operations
 - ~~Athletic Facilities Steward~~
 - Horticulturist
 - Laborer
 - Maintenance Worker III/~~Parks Facilities Assistant~~/WR Technician III
 - Maintenance Worker II/WR Technician II
 - Maintenance Worker I/WR Technician I
 - ~~Maintenance Worker~~
 - Park Maintainer
 - PDD Steward
 - Playground Technician
 - Recreation Facilities Technician
3. Support Staff
 - ~~Building Maintenance/Custodial Worker~~
 - ~~Floating Custodial Worker~~
 - Custodial Worker
 - Facilities Maintenance Worker II**
 - Facilities Maintenance Worker I**
4. Welding Services
 - Welder Machinist II
 - Welder Machinist I
5. Electrical Services
 - Airport Airfield Electrician/Facilities Master Electrician/
Systems and Lighting Technician/Airport Facilities Technician (Electrical)
 - ~~Master Electrician~~
 - Airport Facilities Technician Assistant II (Electrical)/~~Facilities Electrician~~
 - ~~Journeyman Electrician~~/Airport Facilities Technician Assistant I (Electrical)
6. Airport Facilities
 - Airport Facilities Technician (HVAC)
 - Airport Facilities Technician Assistant II (HVAC)
 - Airport Facilities Technician Assistant I (HVAC)

Appendix D (cont'd)

7. Airport Operations

Airport Maintenance Worker II
Airport Maintenance Worker I
Airport Airfield Electrician

8. Forestry Operations

Arborist III
Arborist II
Arborist I

9. Facilities Management

Facilities Master Plumber
HVAC Technician II
HVAC Technician I
Trades Worker-III
Trades Worker II
Facilities Plumber
Trades Worker I
Public Buildings & Waterfront Facilities Technician

10. Positions Not Grouped

Assistant Dispatcher
Traffic Signal Repair Worker
Traffic Sign Computer Operator
Water Resources Senior Technician

APPENDIX B-2
AFSCME / LABOR & TRADES BASE PAY PLAN
PAY PLAN EFFECTIVE UPON COUNCIL APPROVAL
(FY24)

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20+ YRS
11	Wkly	\$771.20	\$786.40	\$806.40	\$824.80	\$845.20	\$866.00	\$891.60	\$939.20	\$967.20
	Hrly	\$19.28	\$19.66	\$20.16	\$20.62	\$21.13	\$21.65	\$22.29	\$23.48	\$24.18
<i>(No change to the pay plan)</i>										
16	Wkly	\$840.80	\$859.20	\$877.20	\$900.00	\$921.60	\$942.80	\$970.40	\$1,020.40	\$1,051.20
	Hrly	\$21.02	\$21.48	\$21.93	\$22.50	\$23.04	\$23.57	\$24.26	\$25.51	\$26.28
<i>(No change to the pay plan)</i>										
17	Wkly	\$860.80	\$876.40	\$896.80	\$920.00	\$941.20	\$965.60	\$993.60	\$1,044.80	\$1,076.00
	Hrly	\$21.52	\$21.91	\$22.42	\$23.00	\$23.53	\$24.14	\$24.84	\$26.12	\$26.90
<i>(No change to the pay plan)</i>										
17-CDL	Wkly	\$980.80	\$996.40	\$1,016.80	\$1,040.00	\$1,061.20	\$1,085.60	\$1,113.60	\$1,164.80	\$1,196.00
	Hrly	\$24.52	\$24.91	\$25.42	\$26.00	\$26.53	\$27.14	\$27.84	\$29.12	\$29.90
<i>(\$3/hour added to the pay plan for CDL requirement)</i>										
18	Wkly	\$884.80	\$900.80	\$922.80	\$946.40	\$968.80	\$992.40	\$1,021.60	\$1,073.60	\$1,106.00
	Hrly	\$22.12	\$22.52	\$23.07	\$23.66	\$24.22	\$24.81	\$25.54	\$26.84	\$27.65
<i>(No change to the pay plan)</i>										
18-CDL	Wkly	\$1,004.80	\$1,020.80	\$1,042.80	\$1,066.40	\$1,088.80	\$1,112.40	\$1,141.60	\$1,193.60	\$1,226.00
	Hrly	\$25.12	\$25.52	\$26.07	\$26.66	\$27.22	\$27.81	\$28.54	\$29.84	\$30.65
<i>(\$3/hour added to the pay plan for CDL requirement)</i>										
19	Wkly	\$987.20	\$1,006.40	\$1,029.60	\$1,052.00	\$1,078.00	\$1,102.00	\$1,132.40	\$1,186.00	\$1,219.60
	Hrly	\$24.68	\$25.16	\$25.74	\$26.30	\$26.95	\$27.55	\$28.31	\$29.65	\$30.49
<i>(Existing \$1.50/hour market rate stipend added to the pay plan)</i>										
19-CDL	Wkly	\$1,047.20	\$1,066.40	\$1,089.60	\$1,112.00	\$1,138.00	\$1,162.00	\$1,192.40	\$1,246.00	\$1,279.60
	Hrly	\$26.18	\$26.66	\$27.24	\$27.80	\$28.45	\$29.05	\$29.81	\$31.15	\$31.99
<i>(\$3/hour added to the pay plan for CDL requirement)</i>										

Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
 pants, boots, pants, boots, miscellaneous clothing, meal allowance and winter plowing stipend.

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE UPON COUNCIL APPROVAL
(FY24)

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20+ YRS
50	ARBORIST I									
	Wkly	\$933.60	\$961.60	\$990.40	\$1,020.00	\$1,050.80	\$1,082.40	\$1,114.80	\$1,148.40	\$1,182.80
	Hrly	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87	\$28.71	\$29.57
										<i>(No change to the pay plan)</i>
51	TRADES WORKER									
	Wkly	\$949.60	\$978.00	\$1,007.20	\$1,037.60	\$1,068.80	\$1,100.80	\$1,134.00	\$1,168.00	\$1,203.20
	Hrly	\$23.74	\$24.45	\$25.18	\$25.94	\$26.72	\$27.52	\$28.35	\$29.20	\$30.08
										<i>(No change to the pay plan)</i>
52	TRAFFIC COMPUTER SIGN OPERATOR									
	Wkly	\$973.20	\$1,002.40	\$1,032.40	\$1,063.20	\$1,095.20	\$1,128.00	\$1,162.00	\$1,196.80	\$1,232.80
	Hrly	\$24.33	\$25.06	\$25.81	\$26.58	\$27.38	\$28.20	\$29.05	\$29.92	\$30.82
										<i>(No change to the pay plan)</i>
52-CDL	TRAFFIC COMPUTER SIGN OPERATOR									
	Wkly	\$1,093.20	\$1,122.40	\$1,152.40	\$1,183.20	\$1,215.20	\$1,248.00	\$1,282.00	\$1,316.80	\$1,352.80
	Hrly	\$27.33	\$28.06	\$28.81	\$29.58	\$30.38	\$31.20	\$32.05	\$32.92	\$33.82
										<i>(\$3/hour added to the pay plan for CDL requirement)</i>
53	AUTO TECHNICIAN I AND WELDER MACHINIST 1 - 2ND CLASS									
	Wkly	\$973.20	\$1,002.40	\$1,032.40	\$1,063.20	\$1,095.20	\$1,128.00	\$1,162.00	\$1,196.80	\$1,232.80
	Hrly	\$24.33	\$25.06	\$25.81	\$26.58	\$27.38	\$28.20	\$29.05	\$29.92	\$30.82
										<i>(No change to the pay plan)</i>
54	RECREATION FACILITIES TECHNICIAN									
	Wkly	\$1,041.60	\$1,072.40	\$1,104.80	\$1,136.40	\$1,169.20	\$1,204.40	\$1,239.60	\$1,298.40	\$1,337.20
	Hrly	\$26.04	\$26.81	\$27.62	\$28.41	\$29.23	\$30.11	\$30.99	\$32.46	\$33.43
										<i>(No change to the pay plan)</i>
55	HVAC TECHNICIAN I									
	Wkly	\$1,067.60	\$1,099.60	\$1,132.40	\$1,166.40	\$1,201.20	\$1,237.20	\$1,274.40	\$1,312.80	\$1,352.00
	Hrly	\$26.69	\$27.49	\$28.31	\$29.16	\$30.03	\$30.93	\$31.86	\$32.82	\$33.80
										<i>(No change to the pay plan)</i>
56	ARBORIST II									
	Wkly	\$1,081.60	\$1,110.40	\$1,140.00	\$1,170.80	\$1,202.40	\$1,234.80	\$1,268.40	\$1,302.80	\$1,338.40
	Hrly	\$27.04	\$27.76	\$28.50	\$29.27	\$30.06	\$30.87	\$31.71	\$32.57	\$33.46
										<i>(\$3/hour added to the pay plan for CDL requirement)</i>

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE UPON COUNCIL APPROVAL
(FY24)

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20+ YRS
57	ARBORIST III									
	Wkly	\$1,110.40	\$1,140.00	\$1,170.80	\$1,202.40	\$1,234.80	\$1,268.40	\$1,302.80	\$1,338.40	\$1,374.80
	Hrly	\$27.76	\$28.50	\$29.27	\$30.06	\$30.87	\$31.71	\$32.57	\$33.46	\$34.37
		<i>(\$3/hour added to the pay plan for CDL requirement)</i>								
58	HVAC TECHNICIAN II									
	Wkly	\$1,132.40	\$1,166.40	\$1,201.20	\$1,237.20	\$1,274.40	\$1,312.80	\$1,352.00	\$1,392.40	\$1,434.00
	Hrly	\$28.31	\$29.16	\$30.03	\$30.93	\$31.86	\$32.82	\$33.80	\$34.81	\$35.85
		<i>(No change to the pay plan)</i>								
59	AUTOBODY REPAIR WORKER									
	Wkly	\$993.60	\$1,023.60	\$1,054.40	\$1,086.00	\$1,118.40	\$1,152.00	\$1,186.40	\$1,222.00	\$1,258.80
	Hrly	\$24.84	\$25.59	\$26.36	\$27.15	\$27.96	\$28.80	\$29.66	\$30.55	\$31.47
		<i>(No change to the pay plan)</i>								
60	WATER RESOURCES SENIOR TECHNICIAN									
	Wkly	\$1,161.60	\$1,192.40	\$1,224.80	\$1,256.40	\$1,289.20	\$1,324.40	\$1,359.60	\$1,418.40	\$1,457.20
	Hrly	\$29.04	\$29.81	\$30.62	\$31.41	\$32.23	\$33.11	\$33.99	\$35.46	\$36.43
		<i>(\$3/hour added to the pay plan for CDL requirement)</i>								
61	AUTO TECHNICIAN II AND WELDER MACHINIST II - 1ST CLASS									
	Wkly	\$1,122.80	\$1,152.80	\$1,183.60	\$1,215.60	\$1,248.40	\$1,282.40	\$1,317.20	\$1,353.20	\$1,390.00
	Hrly	\$28.07	\$28.82	\$29.59	\$30.39	\$31.21	\$32.06	\$32.93	\$33.83	\$34.75
		<i>(\$3/hour added to the pay plan for CDL requirement)</i>								
62	FACILITIES MASTER ELECTRICIAN AND FACILITIES MASTER PLUMBER									
	Wkly	\$1,200.34	\$1,236.38	\$1,273.27	\$1,311.43	\$1,350.86	\$1,391.57	\$1,433.12	\$1,475.94	\$1,520.04
	Hrly	\$30.01	\$30.91	\$31.83	\$32.79	\$33.77	\$34.79	\$35.83	\$36.90	\$38.00
		<i>(Existing 6% market rate stipend added to the pay plan)</i>								
63	TRAFFIC SIGNAL REPAIR WORKER									
	Wkly	\$1,122.80	\$1,152.80	\$1,183.60	\$1,215.60	\$1,248.40	\$1,282.40	\$1,317.20	\$1,353.20	\$1,390.00
	Hrly	\$28.07	\$28.82	\$29.59	\$30.39	\$31.21	\$32.06	\$32.93	\$33.83	\$34.75
		<i>(Existing \$3/hour market rate stipend added to the pay plan)</i>								
63-CDL	TRAFFIC SIGNAL REPAIR WORKER									
	Wkly	\$1,242.80	\$1,272.80	\$1,303.60	\$1,335.60	\$1,368.40	\$1,402.40	\$1,437.20	\$1,473.20	\$1,510.00
	Hrly	\$31.07	\$31.82	\$32.59	\$33.39	\$34.21	\$35.06	\$35.93	\$36.83	\$37.75
		<i>(Existing \$3/hour market rate stipend and \$3/hour CDL added to the pay plan)</i>								

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE UPON COUNCIL APPROVAL
(FY24)

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20+ YRS
64	SYSTEMS & LIGHTING TECHNICIAN									
	Wkly	\$1,286.80	\$1,319.60	\$1,353.20	\$1,387.60	\$1,423.20	\$1,460.00	\$1,498.00	\$1,536.80	\$1,576.80
	Hrly	\$32.17	\$32.99	\$33.83	\$34.69	\$35.58	\$36.50	\$37.45	\$38.42	\$39.42
(Existing \$5/hour market rate stipend added to the pay plan)										
64-CDL	SYSTEMS & LIGHTING TECHNICIAN									
	Wkly	\$1,406.80	\$1,439.60	\$1,473.20	\$1,507.60	\$1,543.20	\$1,580.00	\$1,618.00	\$1,656.80	\$1,696.80
	Hrly	\$35.17	\$35.99	\$36.83	\$37.69	\$38.58	\$39.50	\$40.45	\$41.42	\$42.42
(Existing \$5/hour market rate stipend and \$3/hour CDL added to the pay plan)										

Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, pants, boots, miscellaneous clothing, meal allowance and winter plowing stipend.

APPENDIX B-2
AFSCME / LABOR & TRADES AIRPORT MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 2, 2023
(FY24)

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20+ YRS
16A	AIRPORT MW I and AIRPORT FACILITIES TECHNICIAN ASSISTANT I									
	Wkly	\$974.80	\$996.80	\$1,018.80	\$1,045.60	\$1,070.80	\$1,095.60	\$1,128.80	\$1,162.40	\$1,197.20
	Hrly	\$24.37	\$24.92	\$25.47	\$26.14	\$26.77	\$27.39	\$28.22	\$29.06	\$29.93
		<i>(No change to the pay plan)</i>								
18A	AIRPORT FACILITIES TECHNICIAN ASSISTANT II									
	Wkly	\$1,013.60	\$1,032.00	\$1,058.00	\$1,085.60	\$1,112.80	\$1,140.00	\$1,174.40	\$1,209.60	\$1,246.00
	Hrly	\$25.34	\$25.80	\$26.45	\$27.14	\$27.82	\$28.50	\$29.36	\$30.24	\$31.15
		<i>(No change to the pay plan)</i>								
19A	AIRPORT MW II									
	Wkly	\$1,067.20	\$1,089.60	\$1,116.80	\$1,143.60	\$1,174.00	\$1,201.60	\$1,238.40	\$1,275.20	\$1,313.60
	Hrly	\$26.68	\$27.24	\$27.92	\$28.59	\$29.35	\$30.04	\$30.96	\$31.88	\$32.84
		<i>(No change to the pay plan)</i>								
19MA	AIRPORT FACILITIES TECHNICIAN									
	Wkly	\$1,194.80	\$1,245.20	\$1,270.00	\$1,306.40	\$1,346.00	\$1,386.80	\$1,438.40	\$1,481.20	\$1,525.60
	Hrly	\$29.87	\$31.13	\$31.75	\$32.66	\$33.65	\$34.67	\$35.96	\$37.03	\$38.14
		<i>(No change to the pay plan)</i>								
20MA	AIRPORT AIRFIELD ELECTRICIAN									
	Wkly	\$1,230.80	\$1,282.40	\$1,308.40	\$1,345.60	\$1,386.40	\$1,428.40	\$1,470.80	\$1,514.80	\$1,560.40
	Hrly	\$30.77	\$32.06	\$32.71	\$33.64	\$34.66	\$35.71	\$36.77	\$37.87	\$39.01
		<i>(No change to the pay plan)</i>								

Effective October 2, 2017, the following stipends were built into the pay plan and were eliminated from the contract: pants, boots, miscellaneous clothing, meal allowance, winter plowing and the market rate stipends (only shift differentials remain).

Formula for New Program Costing on Tax Rate

1) FY24 Valuation:	14,879,000,000	\$14,879,000
2) FY24 Tax Rate (Total City & School): $\text{Levy} / (\text{Valuation}/1000)$		\$14.41
(a) FY24 Tax Rate (City):		\$6.34
(b) FY24 Tax Rate (County):		\$0.62
(c) FY24 Tax Rate (School):		\$7.45
3) FY24 Value of \$0.01 of Tax Rate (Total City & School):		\$148,790

FISCAL IMPACT NOTE	FY24		FY25		FY26	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
New Program Cost Data:						
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$710,000		\$710,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$710,000	\$710,000	\$710,000	\$710,000
New Program Impact to the Tax Rate	\$0.0000	\$0.0000	\$0.0477	\$0.0477	\$0.0477	\$0.0477
New Program % Impact on Tax Rate	0.0000%	0.0000%	0.7527%	0.3311%	0.7527%	0.3311%
Tax Rate Including New Program	\$14.41	\$14.41	\$14.46	\$14.46	\$14.46	\$14.46

The updated Labor and Trades Wage Schedule for FY25 carries an estimated cost of approximately \$710,000 and is critical to our recruitment and retention of staff. The funding has been included in the FY25 Finance Committee's Recommended Budget.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

AMENDMENT TO PORTLAND CITY CODE CHAPTER 32 RE: STORMWATER REGULATION

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

1. *That the Sections 32-1, 32-17 to 32-19, 32-21, 32-36, 32-38 to 32-49 of the Portland City Code Chapter 32 are hereby amended to read as follows:*

CHAPTER 32 STORM-WATER

Art. I. ~~Prohibited Discharges~~In General, §§ 32-1--32-15

Art. II. Prohibited Discharges, §§ 32-16--32-35

Art. III. Post-Construction Stormwater Management, §§ 32-36---32-40

Art. IV. Erosion & Sedimentation Control §§ ~~32-41~~ – ~~32-49~~

ARTICLE I. IN GENERAL

Sec. 32-1. Definitions.

For the purposes of this article, the terms listed below are defined as follows:

Applicant. "Applicant" means a person with requisite right, title or interest or an agent for such person who has filed an application for a development project ~~that requires a post-construction stormwater management plan under this article.~~

Best management practices ("BMP"). "Best management practices" or "BMPs" means schedules or activities, prohibitions of practices, maintenance procedures, and other methods, techniques, designs, and management practices to prevent or

reduce the pollution of Waters of the State and to control erosion and sedimentation. BMPs also include treatment requirements, operating procedures, and practices to control Site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. and other management practices to prevent or reduce the pollution of waters of the state. ~~BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.~~

Clean Water Act. ~~—~~“Clean Water Act” means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., also known as the “Clean Water Act”), and any subsequent amendments thereto.

Discharge. ~~—~~“Discharge” means any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to “waters of the state.” “Direct discharge” or “point source” means any ~~discernible~~^{discernable}, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel or other floating craft, from which pollutants are or may be discharged.

Enforcement Authority. ~~—~~“Enforcement Authority” The Department of Public Works, the Planning Department, and their designee(s), are authorized to enforce this Ordinance. The use of eEnforcement aAuthority in this Ordinance is synonymous with “eEnforcement aAuthority or their designee”. ~~means the person(s) or department authorized under section 32-3 of this article to administer and enforce this article.~~

Exempt person or discharge. ~~—~~“Exempt person or discharge” means any person who is subject to a multi-sector general permit for industrial activities, a general permit for construction activity, a general permit for the discharge of storm water from the Maine ~~d~~^DDepartment of ~~t~~^TTransportation and the Maine ~~T~~^turnpike ~~a~~^AAuthority municipal separate storm sewer systems, or a general permit for the discharge of storm water from state or federally owned authority municipal separate storm sewer system facilities; and any non-storm water discharge permitted under a NPDES permit, waiver, or waste discharge license or order issued

to the discharger and administered under the authority of the U.S. ~~environmental~~ Environmental protection ~~Protection~~ Agency ("EPA") or the Maine ~~department~~ Department of ~~environmental~~ Environmental protection ~~Protection~~ ("DEP"). ~~City of Portland~~

Illicit Discharge. - Means any discharge to a regulated MS4 system that is not composed entirely of stormwater other than discharges authorized in Sec. 32-18 of this Ordinance. For the purposes of this ordinance, illicit discharge and non-stormwater discharge may be used synonymously.

Illicit Connection. Means any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.

Municipality. - "Municipality" means the ~~e~~City of Portland.

Municipal separate storm sewer system, or MS4. "Municipal separate storm sewer system" or "MS4," means a conveyance or system of conveyances designed or used for collecting or conveying stormwater (other than a publicly owned treatment works (POTW), as defined at 40 CFR 122.2, or a combined sewer), including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains owned or operated by any municipality, sewer or sewage district, Maine Department of Transportation (MDOT), Maine Turnpike Authority (MTA), State agency or Federal agency or other public entity that Discharges to Waters of the State other than groundwater. ~~means conveyances for storm water, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly owned treatment works and combined sewers) owned or operated by any municipality, sewer or sewage district, fire district, state agency or federal agency or other public entity that discharges directly to surface waters of the state.~~

National pollutant discharge elimination system (NPDES) storm water discharge permit. - "National pollutant discharge

elimination system (NPDES) storm water discharge permit" means a permit issued by the EPA or by the DEP that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-storm water discharge. —“Non-storm water discharge” means any discharge to an MS4 that is not composed entirely of storm water. ~~This includes illicit connections and discharges.~~ For the purposes of this ordinance, non-stormwater discharge and illicit discharge may be used synonymously.

Person. —“Person” means any individual, firm, corporation, municipality, quasi-municipal corporation, state agency or federal agency or other legal entity which creates, initiates, originates or maintains a discharge of storm water or a non-storm water discharge.

Pollutant. —“Pollutant” means dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt and industrial, municipal, domestic, commercial or agricultural wastes of any kind.

Post-construction stormwater management plan. “Post-construction stormwater management plan” means BMPs employed by a development project to meet the stormwater standards of Section V of the ~~D~~epartment of ~~P~~lanning and ~~U~~rban ~~D~~evelopment’s Technical and Design Standards and Guidelines.

Premises. “Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips, located within the municipality from which discharges into the storm drainage system are or may be created, initiated, originated or maintained.

Qualified Professional.
“Qualified to perform Post-Construction BMP Annual Inspections” means a person who is:

- Certified for Inspection and Maintenance of Stormwater BMPs by Maine DEP or
- A Maine Professional Engineer with at least two years’ experience in inspecting and maintaining Stormwater BMPs.

"Qualified for Erosion & Sedimentation Control Plan Development" means a person who is:

- Certified by Enviro-Cert International in erosion and sedimentation control practices; or
- Certified by the Maine Department of Environmental Protection for Erosion and Sedimentation Control Practices, or
- A Maine Professional Engineer with at least two years' experience in designing Erosion and Sedimentation Control BMPs.

"Qualified for Erosion & Sedimentation Control Inspections" during construction means a person who is:

- A Maine Professional Engineer with at least two years' experience in inspecting erosion and sediment controls or approved by Maine DEP as a "third-party inspector".
- For sites with disturbances greater than 1-acre, the Qualified Professional may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or may not have ownership or financial interest in the development other than that created by being retained as the third-party inspector.

~~*Qualified post-construction stormwater inspector.*~~

~~"Qualified post-construction stormwater inspector" means a person who conducts post-construction stormwater best management practice inspections for compensation and who has received the appropriate training for the same from DEP or otherwise meets DEP requirements to perform said inspections.~~

Regulated small MS4. "Regulated Small MS4" means any Small MS4 authorized by the most recent, in-force MS4 General Permit or the general permits for the Discharge of stormwater from MDOT and MTA Small MS4s or state or federally owned or operated Small MS4s including all those located partially or entirely within an Urbanized Area.

~~"Regulated small MS4" means any small MS4 regulated by the State of Maine "general permit for the discharge of storm water from small municipal separate storm sewer systems" dated July 1, 2008 ("general permit") or the general permits for the discharge of storm water from the Maine department of transportation and Maine turnpike authority small MS4s or state or federally owned or operated small MS4s, including all those located partially or entirely within an urbanized area (UA).~~

Small municipal separate storm sewer system, or small MS4. "Small MS4" means any MS4 that is not already covered by the

Phase I MS4 stormwater program including municipally owned or operated storm sewer systems, state or federally owned systems, such as colleges, universities, prisons, military bases and facilities, and transportation entities such as MDOT and MTA road systems and facilities. See also 40 CFR 122.26(b) (16).~~"Small municipal separate storm sewer system", or "small MS4," means any MS4 that is not already covered by the phase I MS4 storm water program including municipally owned or operated storm sewer systems, state or federally owned systems, such as colleges, universities, prisons, Maine department of transportation and Maine turnpike authority road systems and facilities, and military bases and facilities.~~

Storm drainage system. — "Storm drainage system" means the City of Portland's regulated small MS4 and other conveyances for storm water located in areas outside the UA that drain into the regulated small MS4.

Storm-water. — "Stormwater" means the part of precipitation including runoff from rain or melting ice and snow that flows across the surface as sheet flow, shallow concentrated flow, or in drainage ways. ~~"Storm water" means any storm water runoff, snowmelt runoff, and surface runoff and drainage;~~ "Stormwater" has the same meaning as "storm water".

Urbanized area ("UA"). — "Urbanized Area" means the area of the State of Maine so defined by the inclusive sum of the 2000 decennial census and latest decennial census (2010) by the U.S. Bureau of the Census. ~~"Urbanized area" or "UA" means the areas of the State of Maine so defined by the latest decennial (2000) census by the U.S. Bureau of Census.~~

...

~~ARTICLE~~ ARTICLE —II. PROHIBITED DISCHARGES

...

Sec. 32-17. Responsibility for administration.

The ~~d~~Department of ~~p~~Public ~~w~~Works is the enforcement authority who shall administer, implement, and enforce the provisions of this article.

Sec. 32-18. Prohibition of illicit connections and discharges. ~~non-storm water discharges.~~

(a) *General prohibition.* Except as allowed or exempted herein, no person shall create, initiate, originate or maintain a non-storm water discharge to the storm drainage system. ~~Such~~ non-storm water discharges are prohibited notwithstanding the fact that the eCity may have approved the connections, drains or conveyances by which a person discharges un-allowed non-storm water discharges to the storm drainage system.

(b) *Allowed non-storm water discharges.* ~~The~~ creation, initiation, origination and maintenance of the following non-storm water discharges to the storm drainage system is allowed:

- (1) Landscape irrigation; diverted stream flows; rising ground waters; uncontaminated flows from foundation drains; air conditioning and compressor condensate; irrigation water; flows from uncontaminated springs; uncontaminated water from crawl space pumps; uncontaminated flows from footing drains; lawn watering runoff; flows from riparian habitats and wetlands; residual street wash water (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material has been removed and detergents are not used); hydrant flushing and fire-fighting activity runoff; water line flushing and discharges from potable water sources; individual residential car washing; and de-chlorinated swimming pool discharges.
- (2) Discharges specified in writing by the enforcement authority as being necessary to protect public health and safety.
- (3) Dye testing, with verbal notification to the enforcement authority prior to the time of the test.

(c) *Prohibition of Illicit Connections.*

- (1) The construction, use, maintenance or continued existence of illicit discharges and connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible

under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

(de) *Exempt person or discharge.* This article shall not apply to an exempt person or discharge, except that the enforcement authority may request from exempt persons and persons with exempt discharges copies of permits, notices of intent, licenses and orders from the EPA or DEP that authorize the discharge(s).

Sec. 32-19. Suspension of access to the eCity's small MS4.

(a) The enforcement authority may, without prior notice, physically suspend discharge access to the storm drainage system to a person when such suspension is necessary to stop an actual or threatened non-storm water discharge to the storm drainage system which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm drainage system, or which may cause the eCity to violate the terms of its environmental permits. Such suspension may include, but is not limited to, blocking pipes, constructing dams or taking other measures, on public ways or public property, to physically block the discharge to prevent or minimize a non-storm water discharge to the storm drainage system.

(b) If a person fails to comply with a suspension order issued in an emergency, the enforcement authority may take such steps as deemed necessary to prevent or minimize damage to the storm drainage system, or to minimize danger to persons.

...

Sec. 32-21. Enforcement.

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article. Whenever the enforcement authority believes that a person has violated this article, the enforcement authority may enforce this article in accordance with 30-A

M.R.S.A. § 4452. Each day on which a violation exists shall constitute a separate violation for purposes of this section.

- (a) *Notice of violation.* Whenever the enforcement authority believes that a person has violated this article, the enforcement authority may order compliance with this article by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:
- (1) The elimination of non-storm water discharges to the storm drainage system, including, but not limited to, disconnection of the premises from the MS4 within 60 days of discovery.
 - (2) The immediate cessation of discharges, practices, or operations in violation of this article.
 - (3) At the Person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of non-storm water discharges to the storm drainage system and the restoration of any affected property; and/or
 - (4) The payment of fines, of the eCity's remediation costs and of the eCity's reasonable administrative costs and attorneys' fees and costs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed.
- (b) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the eCity's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and sstate environmental laws and

regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

- (c) *Consent agreement.* The enforcement authority may, with the approval of the eCity mManager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.
- (d) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the enforcement authority to the eCity mManager or his or her designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The eCity mManager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the eCity mManager and the appellant. The eCity mManager may affirm, reverse or modify the decision of the enforcement authority. A suspension under Section 32-5 of this article remains in place unless or until lifted by the eCity mManager or by a reviewing court. A party aggrieved by the decision of the eCity mManager may appeal that decision to the Maine superior court within 45 days of the date of the eCity mManager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.
- (e) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the eCity mManager, within 45 days of a decision of the eCity mManager affirming the enforcement authority's decision, then the enforcement authority may recommend that the eCorporation eCounsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.
- (f) *Ultimate responsibility of discharger.* The standards set forth herein are minimum standards; therefore, this article does not intend nor imply that compliance

by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This article shall not create liability on the part of the eCity, or any officer agent or employee thereof for any damages that result from any person's reliance on this article or any administrative decision lawfully made hereunder.

...

ARTICLE III. POST-CONSTRUCTION STORMWATER MANAGEMENT.

Sec. 32-36. Applicability.

This article applies to all development projects that require a stormwater management plan pursuant to ~~s~~Section V of the ~~department of planning and urban development's~~City of ~~Portland's~~ Technical ~~and Design Standards and Guidelines~~Manual.

...

Sec. 32-38. Post-construction stormwater management plan compliance.

Any person owning, operating, or otherwise having control over a BMP required by a post--construction stormwater management plan shall maintain the BMPs in accordance with the approved plan and shall demonstrate compliance with that plan as follows:

- (a) *Inspections.* The owner or operator of a BMP shall hire a professional Qualified to perform Post-Construction BMP Annual Inspections (as defined in section 32-1 of this ordinance) ~~qualified post-construction stormwater inspector certified for Inspection and Maintenance of Stormwater BMPs by Maine DEP~~ to at least annually, inspect the BMPs, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning, and maintenance requirements of the approved post--construction stormwater management plan.
- (b) *Maintenance and repair.* ~~—~~If the BMP requires maintenance, repair, or replacement to function as intended by the approved post-construction stormwater

management plan, the owner or operator of the BMP must provide to the DPW, a record of the deficiency and corrective action(s) taken in no later than 60 days following the date the deficiency was identified. If 60 days is not possible, then the DPW must establish an expeditious schedule for the owner or operator of the BMP to complete the maintenance and establish a record of the deficiency and corrective action(s) taken. ~~shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the department of public works ("DPW") in the annual report.~~

- (c) *Annual report.* ~~The owner or operator of a BMP or a qualified post-construction stormwater inspector hired by that person, shall, on or by June 30 of each year, hire a professional Qualified to perform Post-Construction BMP Annual Inspections (as defined in Section 32-1 of this ordinance), to provide on or by June 30 of each year, a completed and signed certification to the DPW in a form provided by the DPW, certifying that the person has inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan. If, at the time of inspection, the BMP(s) or that they required maintenance or repair, the professional Qualified to perform Post-Construction BMP Annual Inspections (as defined in Section 32-1 of this ordinance) hired by that person shall provide including the record of the deficiency and corrective action(s) taken to the DPW in no later than 60 days following the date the deficiency was identified. If 60 days is not possible, then the DPW must establish an expeditious schedule for the owner or operator of the BMP to complete the maintenance and establish a record of the deficiency and corrective action(s) taken.~~
- (d) *Filing fee.* Any persons required to file an annual certification, under this section shall include, with the annual certification a filing fee established by

the DPW to pay the administrative and technical costs of review of the annual certification.

- (e) *Right of entry.* In order to determine compliance with this article and with the post-construction stormwater management plan, DPW may enter upon property at reasonable hours with the consent of the owner, occupant, or agent to inspect the BMPs.

Sec. 32-39. — Enforcement of Post-Construction Stormwater Management Plans.

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article or of the post-construction stormwater management plan. Whenever the Enforcement Authority believes that a person has violated this article, DPW may enforce this article in accordance with 30-A § 4452. Each day on which a violation exists shall constitute a separate violation for purposes of this section.

- (a) *Notice of violation.* Whenever DPW believes that a person has violated this article or the post-construction stormwater management plan, DPW may order compliance, by written notice of violation to that person indicating the nature of the violation and ordering ethe action necessary to correct it, including, without limitation:

- (1) The abatement of violations, and the cessation of practices or operations in violation of this article or of the post-construction stormwater management plan;
- (2) At the person's expense, compliance with BMPs required as a condition of approval of the development project, the repair of BMPs and/or the restoration of any affected property; and/or
- (3) The payment of fines, of the City's remediation costs and of the City's reasonable administrative costs and attorneys' fees and costs.
- (4) If abatement of a violation, compliance with BMPs, repair of BMPs and/or restoration of affected property is required, the notice shall

set forth a deadline within which such abatement, compliance, repair and/or restoration must be completed.

- (b) *Penalties/fines/injunctive relief.* ~~—~~In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the eCity's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. ~~—~~Each day such violation continues shall constitute a separate violation. ~~—~~Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and state environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines, or injunctive relief imposed under this section.
- (c) *Consent agreement.* The Enforcement Authority may, ~~without~~with approval of the eCity mManager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs, and fees without court action.
- (d) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the Enforcement Authority to the eCity mManager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The eCity mManager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the eCity mManager and the appellant. The eCity mManager may affirm, reverse, or modify the decision of the DPW. A party aggrieved by the decision of the city manager may appeal that decision to the Maine superior court within forty-five (45) days of the date of the city manager's decision

pursuant to Rule 80B of the Maine Rules of Civil Procedure.

- (e) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or—, in the event of an appeal to the eCity mManager, within forty-five (45) days of a decision of the eCity mManager affirming the Enforcement Authority's decision, then the Enforcement Authority may recommend that the eCorporation eCounsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

Sec. 32-40. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.

ARTICLE IV. EROSION & SEDIMENTATION CONTROL

Sec. 32-41 Definitions—

Adverse Impact. "Adverse impact" means any undue deleterious effect due to erosion or sedimentation from Construction Activity on Waters of the State, Protected Natural Resources, the infrastructure of the Regulated Small MS4, or off-Site. Such undue deleterious effect is or may be potentially harmful or injurious to human health, welfare, safety, or property to biological productivity, diversity, or stability, or may unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Common Plan of Development or Sale. "Common Plan of Development or Sale" means a "subdivision" as defined in Title 30-A M.R.S. §§ 4401 et seq. (the Maine Subdivision statute) and in Chapter 14 Land Use Code.

Construction Activity. "Construction Activity" means any activity on a Parcel that results in Disturbed Area.

Construction Dewatering. "Construction Dewatering" means the removal of water from trenches, excavations, foundations, elevator pits, utility vaults, coffer dams, ponds, and other areas within a construction area that retains water after excavation. The collected water removed from a ponded area(s) may be rainfall collected in the excavation or groundwater associated with the water table or a seasonal perched water table. In many cases ponded water in excavations does not infiltrate or evaporate quickly enough and hinders correct and safe construction practices, and therefore must be removed for construction to proceed.

Dewatering Plan. "Dewatering Plan" means a written plan detailing the operating procedures, equipment, and devices to be used for removing sediment, and if required, petroleum or hazardous substances, from approved discharges to the City Right of Way or water resources infrastructure. A basic written plan for any construction work is required and must be approved by the City prior to start of construction for any off-site discharges. The plan should be submitted as part of the Construction Management Plan when applicable. Additional requirements can be found in Section 8 of the City of Portland's Rules and Regulations for Use of the Sewer System.

Disturbed Area. "Disturbed Area" means all land areas that are stripped, graded, grubbed, filled, or excavated at any time during the Site preparation or removing vegetation for, or construction of, a project. Cutting of trees, without grubbing, stump removal, disturbance, or exposure of soil is not considered Disturbed Area. Disturbed Area does not include routine maintenance but does include redevelopment and new Impervious Areas. "Routine maintenance" for the purpose of this definition is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces is considered routine maintenance provided that an applicant or permittee can prove the original line and grade and hydraulic capacity shall be maintained and original purpose of the gravel surface remains the same. Replacement of a building is not considered routine maintenance of the building and is therefore considered Disturbed Area.

Impervious Area. "Impervious Area" means the total area of a Parcel covered with a low-permeability material that is highly resistant to infiltration by water, such as asphalt, concrete, or rooftop, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce

their permeability. Common Impervious Areas include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. ~~Areas of pervious pavement, pervious pavers, pervious concrete, and under-drained artificial turf fields are all considered impervious.~~

Permitting Authority. "Permitting Authority" means the Code Enforcement Officer, Building Inspector, Planning Board, or other official or body authorized by State law or the Municipality's ordinances to approve development or redevelopment projects.

Site. "Site" means the portion(s) of a Parcel(s) upon which Construction Activity subject to this Ordinance is located.

Waters of the State. "Waters of the State" means Waters of the State as defined in 38 M.R.S. §361-A (7).

Sec. 32-42 Applicability.

This article shall apply to any Construction Activity commencing after the effective date of this Ordinance that results in a disturbed area of 10,000 square feet or more or where sediment is being discharged to the City right-of-way.

Sec. 32-43 Responsibility for administration.

The Department of Public Works and/or the Planning Department is the Enforcement Authority who shall administer, implement, and enforce the provisions of this article.

Sec. 32-44 Erosion and Sediment Control Plan Submission & Review.

(a) *Erosion and Sedimentation Control Plan Required.* No Person shall commence Construction Activity subject to the Applicability Section of this Ordinance without first preparing and obtaining approval for an Erosion and Sedimentation Control Plan in accordance with this Ordinance. The requirements of the Erosion and Sedimentation Control Plan are detailed in any/all of the following:

(1) The Rules and Regulations for Use of the Collection System

(2) City of Portland Technical Manual

(b) Concurrent Review. When Construction Activity is subject to Subdivision, Site Plan, or other review under the City's Land Use Code which includes a review for erosion and sedimentation control, an Erosion and Sedimentation Control Plan meeting these requirements shall be submitted to the Permitting Authority concurrently with that review. When a concurrent review is not otherwise required, an Erosion and Sedimentation Control Plan shall be submitted to the Enforcement Authority.

(c) Approval, Denial, and Appeals. The Enforcement Authority or Permitting Authority may approve the Erosion and Sedimentation Control Plan, approve it with conditions, or deny the Erosion and Sedimentation Control Plan, and that decision shall be in writing and supported by findings of fact and conclusions of law. Any person receiving a denial may appeal the determination of the Enforcement Authority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the decision. The City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse, or modify the decision of the Enforcement Authority. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine superior court within forty-five (45) days of the date of the City Manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(d) Compliance with Approved Plans and Plan Changes. The applicant shall implement and comply with the Erosion and Sedimentation Control Plan, as approved, throughout all phases of Construction Activity.

(e) Project Completion. The applicant shall provide notice to the ~~e~~Enforcement ~~a~~Authority when permanent stabilization of the Site has been achieved to allow for final inspection.

Sec. 32-45 Erosion and Sediment Control Inspections.

(a) Inspections are required in order to ensure that all erosion and sediment control practices are installed and

maintained to prevent the discharge of sediment from disturbed areas.

(b) Sites with 1 acre or More of Disturbance or Major Site Plan:

(1) For Major Site Plans that have less than one acre of disturbance the applicant shall retain the services of a professional Qualified for Erosion & Sedimentation Control Inspections (as defined by Section 32-1 of this Ordinance).

(2) For all sites with one acre or greater of disturbance, the applicant shall retain the services of a professional Qualified for Erosion & Sedimentation Control Inspections during construction (as defined by Section 32-1 of this Ordinance) The inspector for sites with greater than one acre of disturbance may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or may not have ownership or financial interest in the development other than that created by being retained as the third-party inspector.

(3) The site must be inspected as described herein. All areas of disturbance, impervious areas, erosion and sediment control best management practices, materials storage areas exposed to precipitation, and locations where vehicles enter or exit the Site shall be inspected:

a. Once before any disturbance begins and after all Erosion and Sedimentation Control BMPs specified in the Erosion and Sedimentation Control Plan are in place;

b. At least once a week as well as before and within 24 hours after a storm event (rainfall); and

c. Once at project completion to ensure the Site has reached permanent stabilization and all temporary erosion and sedimentation controls have been removed.

(4) The inspection is required in order to ensure that all construction and stabilization activities comply with the approved drawings and specifications; that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations; and that any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan is communicated to the City of Portland for additional review and approval.

(5) The inspector will submit weekly written reports to the Stormwater Coordinator(s) in the Water Resources Division of Public Works and the Development Review Coordinator(s) in Planning. Reports must include: project ID, project address, the date(s) and time(s) of inspection(s), site photographs of areas under construction, and the date(s) and approximate duration(s) of any rainfall events in the prior week. The report will identify and describe any erosion problems or discharge of pollutants and what actions will be taken to address these issues and repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.

(c) *Minor Site Plans.* The applicant is responsible for inspecting the site and maintaining erosion and sedimentation controls in good working order. In general, sites with less than 1 acre of disturbance are not required to submit an inspection report, however the City reserves the right to require reports of any project. The applicant should inspect the site as follows:

(1) All areas of disturbance, impervious areas, erosion and sediment control best management practices, materials storage areas exposed to precipitation, and locations where vehicles enter or exit the Site shall be inspected:

a. Once before any disturbance begins and after all Erosion and Sedimentation Control BMPs specified in the Erosion and Sedimentation Control Plan are in place;

- b. At least once a week as well as before and within 24 hours after a storm event (rainfall); and
- c. Once at project completion to ensure the Site has reached permanent stabilization and all temporary erosion and sedimentation controls have been removed.

(d) The Enforcement Authority, bearing proper credentials and identification, shall have the right of entry to any site with soil disturbance for the purpose of inspecting the site to determine that all construction and stabilization activities comply with the provisions of this article and applicable standards.

Sec. 32-46 Enforcement of Erosion and Sediment Control Plans.

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article. Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may enforce this article in accordance with 30-A M.R.S.A. § 4452 and Chapter 1, Section 15 of the City Code.

(a) *Notice of violation.* Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may order compliance with this article by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

- (1) The elimination of sediment-laden discharges off-site or to the collection system, including, but not limited to, disconnection of the premises from the collection system, whether it is a separated system or combined system.
- (2) The cessation of discharges, practices, or operations in violation of this article.
- (3) At the Person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of sediment-laden discharges off-site or to the

storm drainage system and the restoration of any affected property; and/or

- (4) The payment of fines, of the City's remediation costs and of the City's reasonable administrative costs and attorneys' fees and costs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed.

(b) *Stop Work Order.* The enforcement authority or Permitting Authority may issue a Stop Work Notice whenever:

- (1) A Person has not corrected a notice of violation issued pursuant to this Ordinance within the time set forth in the notice, or
- (2) A Person subject to the applicability section of this Ordinance undertakes Construction Activity without first submitting an application for and obtaining approval of an Erosion and Sedimentation Control Plan.

The enforcement authority or Permitting Authority will attempt to deliver the Stop Work Notice to the applicant, the Person performing the Construction Activity, or the owner or occupant of the Parcel, as appropriate, by any means reasonably calculated to effectuate delivery.

Once the Stop Work Notice has been delivered, no further Construction Activity at the Site may proceed other than as is necessary to correct the non-compliance. Construction Activity may resume only when the enforcement authority or Permitting Authority provides written notice that the Person may resume that Construction Activity.

(c) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the City's attorney's fees and costs, all in accordance with Chapter 1, Section 15 of the City Code and 30-A

M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the City for violation of federal and State environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(d) *Consent agreement.* The Enforcement Authority may, with the approval of the City Manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(e) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the enforcement authority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse or modify the decision of the enforcement authority. Extenuating circumstances such as long duration rain events and high intensity rain events will be considered. A suspension under Section 32-5 of this article remains in place unless or until lifted by the City Manager or by a reviewing court. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine Superior Court within 45 days of the date of the City Manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(f) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the City Manager, within 45 days of a decision of

the City Manager affirming the enforcement authority's decision, then the enforcement authority may recommend that the Corporation Counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

(g) *Ultimate responsibility of discharger.* The standards set forth herein are minimum standards; therefore this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This article shall not create liability on the part of the City, or any officer agent or employee thereof for any damages that result from any person's reliance on this article or any administrative decision lawfully made hereunder.

Sec. 32--47 Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.

Sec. 32--48 Waivers.

Where the enforcement authority finds that there are special circumstances of a particular Erosion and Sedimentation Control Plan that make a particular submission requirement or standard inapplicable, a waiver may be granted, provided that such waiver will not have the effect of voiding the intent and purpose of this Ordinance. The applicant shall submit, in writing, the reason for the requested waiver. In granting waivers or modifications, the enforcement authority may require such conditions that will substantially secure the objectives of the standards so waived or modified.

Sec. 32--49 Authority.

The Municipality enacts this Erosion and Sedimentation Control Ordinance pursuant to 30-A M.R.S. §§3001 et seq. (municipal home rule ordinance authority), 38 M.R.S. §413 (the Wastewater Discharge Law), 33 USC §§1251 et seq. (the Clean

Water Act), and 40 CFR Part 122 (US Environmental Protection Agency's regulations governing the National Pollution Discharge Elimination System (NPDES)). The Maine Department of Environmental Protection, through its promulgation of the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems has listed the Municipality as having a Regulated Small MS4; under this General Permit, listing as a Regulated Small MS4 necessitates enactment of elements of this Ordinance as part of the Municipality's stormwater management program in order to satisfy the minimum control measures for Construction Site Stormwater Runoff Control.

CHAPTER 32 STORM WATER

- Art. I. In General, §§ 32-1--32-15
Art. II. Prohibited Discharges, §§ 32-16--32-35
Art. III. Post-Construction Stormwater Management, §§32-36—32-40
Art. IV. Erosion & Sedimentation Control

ARTICLE I. IN GENERAL

Sec. 32-1. Definitions.

For the purposes of this article, the terms listed below are defined as follows:

Applicant. “Applicant” means a person with requisite right, title or interest or an agent for such person who has filed an application for a development project ~~that requires a post-construction stormwater management plan under this article.~~

Best management practices (“BMP”). “Best management practices” or “BMPs” means schedules or activities, prohibitions of practices, maintenance procedures, and other methods, techniques, designs, and management practices to prevent or reduce the pollution of Waters of the State and to control erosion (Erosion Control BMPs) and sedimentation (Sedimentation Control BMPs). ~~BMPs also include treatment requirements, operating procedures, and practices to control Site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. and other management practices to prevent or reduce the pollution of waters of the state. ——— BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.~~

Clean Water Act. ——— “Clean Water Act” means the federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*, also known as the “Clean Water Act”), and any subsequent amendments thereto.

Discharge. ——— “Discharge” means any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to “waters of the state.” “Direct discharge” or “point source” means any ~~discernible~~discernable, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel or other floating craft, from which pollutants are or may be discharged.

Enforcement Authority. — “Enforcement Authority” The Department of Public Works, the Planning Department, and their designee(s), are authorized to enforce this Ordinance. The use of eEnforcement aAuthority in this Ordinance is synonymous with “eEnforcement aAuthority or their designee”. ~~means the person(s) or department authorized under section 32-3 of this article to administer and enforce this article.~~

Exempt person or discharge. —“Exempt person or discharge” means any person who is subject to a multi-sector general permit for industrial activities, a general permit for construction activity, a general permit for the discharge of storm water from the Maine Department of Transportation and the Maine Turnpike Authority municipal separate storm sewer systems, or a general permit for the discharge of storm water from state or federally owned authority municipal separate storm sewer system facilities; and any non-storm water discharge permitted under a NPDES permit, waiver, or waste discharge license or order issued to the discharger and administered under the authority of the U.S. environmental protection agency (“EPA”) or the Maine department of environmental protection (“DEP”). [City of Portland](#)

Illicit Discharge. - Means any discharge to a regulated MS4 system that is not composed entirely of stormwater other than discharges authorized in Sec. 32-18 of this Ordinance. [For the purposes of this ordinance, illicit discharge and non-stormwater discharge may be used synonymously.](#)

Illicit Connection. Means any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.

Municipality. —“Municipality” means the [City of Portland](#).

Municipal separate storm sewer system, or MS4. ———“Municipal separate storm sewer system” or “MS4,” [means a conveyance or system of conveyances designed or used for collecting or conveying stormwater \(other than a publicly owned treatment works \(POTW\), as defined at 40 CFR 122.2, or a combined sewer\), including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains owned or operated by any municipality, sewer or sewage district, Maine Department of Transportation \(MDOT\), Maine Turnpike Authority \(MTA\), State agency or Federal agency or other public entity that Discharges to Waters of the State other than groundwater.](#) ~~means conveyances for storm water, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly owned treatment works and combined sewers) owned or operated by any municipality, sewer or sewage district, fire district, state agency or federal agency or other public entity that discharges directly to surface waters of the state.~~

National pollutant discharge elimination system (NPDES) storm water discharge permit. ———“National pollutant discharge elimination system (NPDES) storm water discharge permit” means a permit issued by the EPA or by the DEP that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-storm water discharge. —“Non-storm water discharge” means any discharge to an MS4 that is not composed entirely of storm water. [This includes illicit connections and discharges. For the purposes of this ordinance, non-stormwater discharge and illicit discharge may be used synonymously.](#)

Person. —“Person” means any individual, firm, corporation, municipality, quasi-municipal

corporation, state agency or federal agency or other legal entity which creates, initiates, originates or maintains a discharge of storm water or a non-storm water discharge.

Pollutant. —“Pollutant” means dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt and industrial, municipal, domestic, commercial or agricultural wastes of any kind.

Post-construction stormwater management plan. “Post- construction stormwater management plan” means BMPs employed by a development project to meet the stormwater standards of Section V of the department of planning and urban development’s Technical and Design Standards and Guidelines.

Premises. “Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips, located within the municipality from which discharges into the storm drainage system are or may be created, initiated, originated or maintained.

Qualified Professional

Qualified to perform Post-Construction **BMP Annual Inspections** means a person who is:

- certified for Inspection and Maintenance of Stormwater BMPs by Maine DEP or
- a Maine Professional Engineer with at least two years’ experience in inspecting and maintaining Stormwater BMPs.

Qualified for Erosion & Sedimentation Control **Plan Development** means a person who is:

- certified by Enviro-Cert International in erosion and sedimentation control practices; or
- certified by the Maine Department of Environmental Protection for Erosion and Sedimentation Control Practices, or
- a Maine Professional Engineer with at least two years’ experience in designing Erosion and Sedimentation Control BMPs.

Qualified for Erosion & Sedimentation Control **Inspections during construction** means a person who is:

- a Maine Professional Engineer with at least two years’ experience in inspecting erosion and sediment controls or approved by Maine DEP as a “third-party inspector”.
- For sites with disturbances greater than 1-acre, the Qualified Professional may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or may not have ownership or financial interest in the development other than that created by being retained as the third-party inspector.

~~Qualified post-construction stormwater inspector.~~ “Qualified post-construction stormwater inspector” means a person who conducts post-construction stormwater best management practice inspections for compensation and who has received the appropriate training for the same from DEP or otherwise meets DEP requirements to perform said inspections.

Regulated small MS4. Regulated Small MS4 means any Small MS4 authorized by the most recent, in-force MS4 General Permit or the general permits for the Discharge of stormwater from MDOT and MTA Small MS4s or state or federally owned or operated Small MS4s including all those located partially or entirely within an Urbanized Area.

~~“Regulated small MS4” means any small MS4 regulated by the State of Maine “general permit for the discharge of storm water from small municipal separate storm sewer systems” dated July 1, 2008~~

~~("general permit") or the general permits for the discharge of storm water from the Maine department of transportation and Maine turnpike authority small MS4s or state or federally owned or operated small MS4s, including all those located partially or entirely within an urbanized area (UA).~~

Small municipal separate storm sewer system, or small MS4. Small MS4 means any MS4 that is not already covered by the Phase I MS4 stormwater program including municipally owned or operated storm sewer systems, state or federally owned systems, such as colleges, universities, prisons, military bases and facilities, and transportation entities such as MDOT and MTA road systems and facilities. See also 40 CFR 122.26(b)(16). "Small municipal separate storm sewer system", or "small MS4," means any MS4 that is not already covered by the phase I MS4 storm water program including municipally owned or operated storm sewer systems, state or federally owned systems, such as colleges, universities, prisons, Maine department of transportation and Maine turnpike authority road systems and facilities, and military bases and facilities.

Storm drainage system. "Storm drainage system" means the City of Portland's regulated small MS4 and other conveyances for storm water located in areas outside the UA that drain into the regulated small MS4.

Storm-water. Stormwater means the part of precipitation including runoff from rain or melting ice and snow that flows across the surface as sheet flow, shallow concentrated flow, or in drainage ways. "Storm water" means any storm water runoff, snowmelt runoff, and surface runoff and drainage; "Stormwater" has the same meaning as "storm water".

Urbanized area ("UA"). Urbanized Area means the area of the State of Maine so defined by the inclusive sum of the 2000 decennial census and latest decennial census (2010) by the U.S. Bureau of the Census. "Urbanized area" or "UA" means the areas of the State of Maine so defined by the latest decennial (2000) census by the U.S. Bureau of Census.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-2.	Reserved.
Sec. 32-3.	Reserved.
Sec. 32-4.	Reserved.
Sec. 32-5.	Reserved.
Sec. 32-6.	Reserved.
Sec. 32-7.	Reserved.
Sec. 32-8.	Reserved.
Sec. 32-9.	Reserved.
Sec. 32-10.	Reserved.
Sec. 32-11.	Reserved.
Sec. 32-12.	Reserved.
Sec. 32-13.	Reserved.
Sec. 32-14.	Reserved.
Sec. 32-15.	Reserved.

ARTICLE II. PROHIBITED DISCHARGES

Sec. 32-16. Applicability.

This Article shall apply to all persons discharging storm water and/or non-storm water discharges from any premises into the storm drainage system.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-17. Responsibility for administration.

The ~~e~~Department of ~~P~~ublic ~~W~~orks is the Enforcement Authority who shall administer, implement, and enforce the provisions of this article.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10; 8-17-09; Ord. 108-15/16, 11/16/2015)

Sec. 32-18. Prohibition of illicit connections and discharges ~~non-storm water discharges~~.

(a) *General prohibition.* Except as allowed or exempted herein, no person shall create, initiate, originate or maintain a non-storm water discharge to the storm drainage system. — Such non-storm water discharges are prohibited notwithstanding the fact that the city may have approved the connections, drains or conveyances by which a person discharges un-allowed non-storm water discharges to the storm drainage system.

(b) *Allowed non-storm water discharges.* — The creation, initiation, origination and maintenance of the following non-storm water discharges to the storm drainage system is allowed:

1) Landscape irrigation; diverted stream flows; rising ground waters; uncontaminated flows from foundation drains; air conditioning and compressor condensate; irrigation water; flows from uncontaminated springs; uncontaminated water from crawl space pumps; uncontaminated flows from footing drains; lawn watering runoff; flows from riparian habitats and wetlands; residual street wash water (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material has been removed and detergents are not used); hydrant flushing and fire-fighting activity runoff; water line flushing and discharges from potable water sources; individual residential car washing; and de-chlorinated swimming pool discharges.

2) Discharges specified in writing by the Enforcement Authority as being necessary to protect public health and safety.

3) Dye testing, with verbal notification to the Enforcement Authority prior to the time of the test.

(c) *Prohibition of Illicit Connections*

1) The construction, use, maintenance or continued existence of illicit discharges and connections to the storm drain system is prohibited.

2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

- 3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

(d) *Exempt person or discharge.*—This article shall not apply to an exempt person or discharge, except that the Enforcement Authority may request from exempt persons and persons with exempt discharges copies of permits, notices of intent, licenses and orders from the EPA or DEP that authorize the discharge(s).

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-19. Suspension of access to the City's small MS4.

(a) The Enforcement Authority may, without prior notice, physically suspend discharge access to the storm drainage system to a person when such suspension is necessary to stop an actual or threatened non-storm water discharge to the storm drainage system which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm drainage system, or which may cause the City to violate the terms of its environmental permits. Such suspension may include, but is not limited to, blocking pipes, constructing dams or taking other measures, on public ways or public property, to physically block the discharge to prevent or minimize a non-storm water discharge to the storm drainage system.

~~(a)~~ (b) If a person fails to comply with a suspension order issued in an emergency, the Enforcement Authority may take such steps as deemed necessary to prevent or minimize damage to the storm drainage system, or to minimize danger to persons.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-20. Monitoring of discharges.

In order to determine compliance with this article, the Enforcement Authority may enter upon and inspect premises subject to this article at reasonable hours to inspect the premises and connections thereon to the storm drainage system; and to conduct monitoring, sampling and testing of the discharge to the storm drainage system.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-21. Enforcement.

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article. Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may enforce this article in accordance with 30-A M.R.S.A. § 4452. Each day on which a violation exists shall constitute a separate violation for purposes of this section.

(a) *Notice of violation.* Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may order compliance with this article by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

- 1) The elimination of non-storm water discharges to the storm drainage system, including, but not limited to, disconnection of the premises from the MS4.
- 2) The cessation of discharges, practices, or operations in violation of this article.
- 3) At the Person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of non-storm water discharges to the storm drainage system and the restoration of any affected property; and/or
- 4) The payment of fines, of the City's remediation costs and of the city's reasonable administrative costs and attorneys' fees and costs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed.

(b) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the city's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and State environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(c) *Consent agreement.* The Enforcement Authority may, with the approval of the City Manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(d) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the Enforcement Authority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse or modify the decision of the Enforcement Authority. A suspension under Section 32-5 of this article remains in place unless or until lifted by the City Manager or by a reviewing court. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine superior court within 45 days of the date of the City Manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(e) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the City Manager, within 45 days of a decision of the City Manager affirming the Enforcement Authority's decision, then the Enforcement Authority may recommend that the Corporation Counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

(f) *Ultimate responsibility of discharger.* The standards set forth herein are minimum standards;

therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This article shall not create liability on the part of the eCity, or any officer agent or employee thereof for any damages that result from any person's reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-22. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-23.	Reserved.
Sec. 32-24.	Reserved.
Sec. 32-25.	Reserved.
Sec. 32-26.	Reserved.
Sec. 32-27.	Reserved.
Sec. 32-28.	Reserved.
Sec. 32-29.	Reserved.
Sec. 32-30.	Reserved.
Sec. 32-31.	Reserved.
Sec. 32-32.	Reserved.
Sec. 32-33.	Reserved.
Sec. 32-34.	Reserved.
Sec. 32-35.	Reserved.

ARTICLE III. POST-CONSTRUCTION STORMWATER MANAGEMENT.

Sec. 32-36. Applicability.

This article applies to all development projects that require a stormwater management plan pursuant to sSection V of the ~~department of planning and urban development's~~[City of Portland's Technical and Design Standards and GuidelinesManual](#).

(Ord. No. 35-09/10, 8-17-09)

Sec. 32-37. Post-construction Stormwater Management Plan Approval.

Notwithstanding any ordinance provision to the contrary, no applicant for a development project to which this article is applicable shall receive approval for that development project unless the applicant also receives approval for its post- construction stormwater management plan and for the best management practices ("BMPs") for that development project.

(Ord. No. 35-09/10, 9-17-09)

Sec. 32-38. Post-construction Stormwater Management Plan Compliance.

Any person owning, operating, or otherwise having control over a BMP required by a post-construction stormwater management plan shall maintain the BMPs in accordance with the approved plan and shall demonstrate compliance with that plan as follows:

(a) *Inspections.* The owner or operator of a BMP shall hire a professional Qualified to perform Post-Construction BMP Annual Inspections (as defined in section 32-1 of this ordinance) ~~qualified post-construction stormwater inspector certified for Inspection and Maintenance of Stormwater BMPs by Maine DEP~~ to at least annually, inspect the BMPs, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning, and maintenance requirements of the approved post-construction stormwater management plan.

(b) *Maintenance and repair.* If the BMP requires maintenance, repair, or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator of the BMP must provide to the DPW, a record of the deficiency and corrective action(s) taken in no later than 60 days following the date the deficiency was identified. If 60 days is not possible, then the DPW must establish an expeditious schedule for the owner or operator of the BMP to complete the maintenance and establish a record of the deficiency and corrective action(s) taken. ~~shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the Department of Public Works ("DPW") in the annual report.~~

~~(b)~~ (c) *Annual report.* The owner or operator of a BMP ~~or a qualified post-construction stormwater inspector hired by that person,~~ shall, ~~on or by June 30 of each year,~~ hire a professional Qualified to perform Post-Construction BMP Annual Inspections (as defined in section 32-1 of this ordinance), to provide on or by June 30 of each year, a completed and signed certification to the DPW in a form provided by the DPW, certifying that the person has inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan. If, at the time of inspection, the BMP(s) or that they required maintenance or repair, the professional Qualified to perform Post-Construction BMP Annual Inspections (as defined in section 32-1 of this ordinance) hired by that person shall provide including the record of the deficiency and corrective action(s) taken to the DPW in no later than 60 days following the date the deficiency was identified. If 60 days is not possible, then the DPW must establish an expeditious schedule for the owner or operator of the BMP to complete the maintenance and establish a record of the deficiency and corrective action(s) taken.

~~(c)~~ (d) *Filing fee.* Any persons required to file an ~~annual~~ annual certification under this section shall include, with the annual certification, a filing fee established by the DPW to pay the administrative and technical costs of review of the annual certification.

~~(d)~~ (e) *Right of entry.* In order to determine compliance with this article and with the post-construction stormwater management plan, DPW may enter upon property at reasonable hours with the consent of the owner, occupant, or agent to inspect the BMPs.
(Ord. No. 35-09/10, 8-17-09; Ord. 108-15/16, 11-16-2015)

Sec. 32-39. Enforcement of Post-Construction Stormwater Management Plans

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article or of the post-construction stormwater management plan. Whenever the Enforcement Authority believes that a person has violated this article, DPW may enforce this article in accordance with 30-A § 4452. Each day on which a violation exists shall constitute a separate violation for purposes of this section.

(a) *Notice of violation.* Whenever DPW believes that a person has violated this article or the post-construction stormwater management plan, DPW may order compliance by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

- 1) The abatement of violations, and the cessation of practices or operations in violation of this article or of the post-construction stormwater management plan;
- 2) At the person's expense, compliance with BMPs required as a condition of approval of the development project, the repair of BMPs and/or the restoration of any affected property; and/or
- 3) The payment of fines, of the City's remediation costs and of the City's reasonable administrative costs and attorneys' fees and costs.
- 4) If abatement of a violation, compliance with BMPs, repair of BMPs and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement, compliance, repair and/or restoration must be completed.

(b) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the City's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. —Each day such violation continues shall constitute a separate violation.

Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and state environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines, or injunctive relief imposed under this section.

(c) *Consent agreement.* The Enforcement Authority may, without approval of the City Manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs, and fees without court action.

(d) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the Enforcement Authority to the City Manager or their designee. —The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The City Manager shall hold a hearing on the appeal within 30 days from the date of

receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse, or modify the decision of the DPW. —A party aggrieved by the decision of the city manager may appeal that decision to the Maine superior court within forty-five (45) days of the date of the city manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(e) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the City Manager, within forty-five (45) days of a decision of the City Manager affirming the Enforcement Authority's decision, then the Enforcement Authority may recommend that the Corporation Counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure. (Ord. No. 35-09/10, 8-17-09; Ord. 108-15/16, 11-16-2015)

Sec. 32-40. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.
(Ord. No. 35-09/10, 8-17-09)

ARTICLE IV. EROSION & SEDIMENTATION CONTROL

Sec. 32-41 Definitions.

Adverse Impact. Adverse impact means any undue deleterious effect due to erosion or sedimentation from Construction Activity on Waters of the State, Protected Natural Resources, the infrastructure of the Regulated Small MS4, or off-Site. Such undue deleterious effect is or may be potentially harmful or injurious to human health, welfare, safety, or property to biological productivity, diversity, or stability, or may unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Common Plan of Development or Sale. Common Plan of Development or Sale means a "subdivision" as defined in Title 30-A M.R.S. §§ 4401 et seq. (the Maine Subdivision statute) and in Chapter 14 Land Use Code.

Construction Activity. Construction Activity means any activity on a Parcel that results in Disturbed Area.

Construction Dewatering. Construction Dewatering means the removal of water from trenches, excavations, foundations, elevator pits, utility vaults, coffer dams, ponds, and other areas within a construction area that retains water after excavation. The collected water removed from a ponded area(s) may be rainfall collected in the excavation or groundwater associated with the water table or a seasonal perched water table. In many cases ponded water in excavations does not infiltrate or evaporate quickly enough and hinders correct and safe construction practices, and therefore must be removed for construction to proceed.

Dewatering Plan. Dewatering Plan means a written plan detailing the operating procedures, equipment, and devices to be used for removing sediment, and if required, petroleum or hazardous substances, from approved discharges to the City Right of Way or water resources infrastructure. A basic written plan for any construction work is required and must be approved by the City prior to start of construction for any off-site discharges. The plan should be submitted as part of the Construction Management Plan when applicable. Additional requirements can be found in Section 8 of the City of Portland's Rules and Regulations for Use of the Sewer System.

Disturbed Area. Disturbed Area means all land areas that are stripped, graded, grubbed, filled, or excavated at any time during the Site preparation or removing vegetation for, or construction of, a project. Cutting of trees, without grubbing, stump removal, disturbance, or exposure of soil is not considered Disturbed Area. Disturbed Area does not include routine maintenance but does include redevelopment and new Impervious Areas. "Routine maintenance" [for the purpose of this definition](#) is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces [is considered routine maintenance](#) provided that an applicant or permittee can prove the original line and grade and hydraulic capacity shall be maintained and original purpose of the gravel surface remains the same ~~is considered routine maintenance~~. Replacement of a building is not considered routine maintenance of the building and is therefore considered Disturbed Area.

Impervious Area. Impervious Area means the total area of a Parcel covered with a low-permeability material that is highly resistant to infiltration by water, such as asphalt, concrete, or rooftop, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce their permeability. Common Impervious Areas include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. Areas of pervious pavement, pervious pavers, pervious concrete, and under-drained artificial turf fields are all considered impervious.

Permitting Authority. Permitting Authority means the Code Enforcement Officer, Building Inspector, Planning Board, or other official or body authorized by State law or the Municipality's ordinances to approve development or redevelopment projects.

Site. Site means the portion(s) of a Parcel(s) upon which Construction Activity subject to this Ordinance is located.

~~*Third-Party.* Third-Party means a group besides the principals of a project, including the owner, general contractor, or design engineer~~

Waters of the State. Waters of the State means Waters of the State as defined in 38 M.R.S. §361-A (7).

Sec. 32-42 Applicability.

a. — This article shall apply to any Construction Activity commencing after the effective date of this Ordinance that [results in a disturbed area of 10,000 square feet or more or where sediment is being discharged to the City right-of-way.](#)

Sec. 32-43 Responsibility for administration

The Department of Public Works and/or the Planning Department is the Enforcement Authority who shall administer, implement, and enforce the provisions of this article.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10; 8-17-09; Ord. 108-15/16, 11/16/2015)

Sec. 32-44 Erosion and Sediment Control Plan Submission & Review

(a) *Erosion and Sedimentation Control Plan Required.* No Person shall commence Construction Activity subject to the Applicability Section of this Ordinance without first preparing and obtaining approval for an Erosion and Sedimentation Control Plan in accordance with this Ordinance. The requirements of the Erosion and Sedimentation Control Plan are detailed in any/all of the following:

- 1) *The Rules and Regulations for Use of the Collection System*
- 2) *City of Portland Technical Manual*

(b) *Concurrent Review.* When Construction Activity is subject to Subdivision, Site Plan, or other review under the City's Land Use Code which includes a review for erosion and sedimentation control, an Erosion and Sedimentation Control Plan meeting these requirements shall be submitted to the Permitting Authority concurrently with that review. When a concurrent review is not otherwise required, an Erosion and Sedimentation Control Plan shall be submitted to the eEnforcement Authority.

(c)- *Erosion and Sedimentation Control Plan Requirements.* The eEnforcement Authority or Permitting Authority, as appropriate, will review the Erosion and Sedimentation Control Plan for compliance with the regulations and specifications detailed in any/all of the following:

- 1) *The Rules and Regulations for Use of the Collection System*
- 2) *City of Portland Technical Manual*

(d)- *Approval, Denial, and Appeals.* The Enforcement Authority or Permitting Authority may approve the Erosion and Sedimentation Control Plan, approve it with conditions, or deny the Erosion and Sedimentation Control Plan, and that decision shall be in writing and supported by findings of fact and conclusions of law. Any person receiving a denial may appeal the determination of the Enforcement Authority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the decision. The City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse, or modify the decision of the Enforcement Authority. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine superior court within forty-five (45) days of the date of the city manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(e)e-f. *Compliance with Approved Plans and Plan Changes.* The applicant shall implement and comply with the Erosion and Sedimentation Control Plan as approved throughout all phases of Construction Activity.

(fg-) *Project Completion.* The applicant shall provide notice to the eEnforcement aAuthority when permanent stabilization of the Site has been achieved to allow for final inspection.

Sec. 32-45 Erosion and Sediment Control Inspections

(a) Inspections are required in order to ensure that all erosion and sediment control practices are installed and maintained to prevent the discharge of sediment from disturbed areas.

(b) Sites with 1 acre or More of Disturbance or Major Site Plan

- 1) For Major Site Plans that have less than one acre of disturbance the applicant shall retain the services of a qualified professional.
- 2) For all sites with one acre or greater of disturbance, the applicant shall retain the services of a Third-Party Qualified Professional for Erosion & Sedimentation Control Inspections during construction (as defined by section 32-1 of this Ordinance) to inspect the site weekly, for the duration of construction until final site stabilization is in place.
- 3) The inspection is required in order to ensure that all construction and stabilization activities comply with the approved drawings and specifications; that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations; and that any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan is communicated to the City of Portland for additional review and approval.
- 4) The inspector will submit weekly written reports to the Stormwater Coordinator(s) in the Water Resources Division of Public Works and the Development Review Coordinator(s) in Planning. Reports must include: project ID, project address, the date(s) and time(s) of inspection(s), site photographs of areas under construction, and the date(s) and approximate duration(s) of any rainfall events in the prior week. The report will identify and describe any erosion problems or discharge of pollutants and what actions will be taken to address these issues and repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.

(c) Minor Site Plans. The applicant is responsible for inspecting the site and maintaining erosion and sedimentation controls in good working order. In general, sites with less than 1 acre of disturbance are not required to submit an inspection report, however the City reserves the right to require reports of any project. The applicant should inspect the site as follows:

- 1) All areas of disturbance, impervious areas, erosion and sediment control best management practices, materials storage areas exposed to precipitation, and locations where vehicles enter or exit the Site shall be inspected:
 - a. Once before any disturbance begins and after all Erosion and Sedimentation Control BMPs specified in the Erosion and Sedimentation Control Plan are in place;
 - b. At least once a week as well as before and within 24 hours after a storm event (rainfall); and
 - c. Once at project completion to ensure the Site has reached permanent stabilization and all temporary erosion and sedimentation controls have been removed.

(d) Minor residential projects must use effective erosion and sedimentation controls for the duration of the Construction Activity.

(e) The Enforcement Authority ~~Department of Public Works~~, bearing proper credentials and identification, shall ~~have~~ reserve the right of entry to any site with soil disturbance, ~~either permitted or unpermitted, in order to complete an inspection of the~~ for the purpose of inspecting the site to determine ~~that to ensure that~~ all construction and stabilization activities comply with the provisions of this article and applicable standards.
Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016;
Ord. No. 31-18/19, 8-13-2018)

Sec. 32-46 Enforcement of Erosion and Sediment Control Plans

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article. Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may enforce this article in accordance with 30-A M.R.S.A. § 4452 and Chapter 1, Section 15 of the City Code.

(a) *Notice of violation.* Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may order compliance with this article by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

- 1) The elimination of sediment-laden discharges off-site or to the collection system, including, but not limited to, disconnection of the premises from the collection system, whether it is a separated system or combined system.
- 2) The cessation of discharges, practices, or operations in violation of this article.
- 3) At the Person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of sediment-laden discharges off-site or to the storm drainage system and the restoration of any affected property; and/or
- 4) The payment of fines, of the City's remediation costs and of the City's reasonable administrative costs and attorneys' fees and costs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed.

(b) *Stop Work Order.* The Enforcement Authority or Permitting Authority may issue a Stop Work Notice whenever:

- 1) A Person has not corrected ~~acted on~~ a notice of violation issued pursuant to this Ordinance within the time set forth in the notice, or
- 2) A Person subject to the applicability section of this Ordinance undertakes Construction Activity without first submitting an application for and obtaining approval of an Erosion and Sedimentation Control Plan.

The eEnforcement aAuthority or Permitting Authority will attempt to deliver the Stop Work Notice to the applicant, the Person performing the Construction Activity, or the owner or occupant of the Parcel, as appropriate, by any means reasonably calculated to effectuate delivery.

Once the Stop Work Notice has been delivered, no further Construction Activity at the Site may proceed other than as is necessary to correct the non-compliance. Construction Activity may resume only when the eEnforcement aAuthority or Permitting Authority provides written notice that the Person may resume that Construction Activity.

(c) Penalties/fines/injunctive relief. In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the City's attorney's fees and costs, all in accordance with Chapter 1, Section 15 of the City Code and 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the City for violation of federal and State environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(d) Consent agreement. The Eenforcement Aauthority may, with the approval of the City Manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(e) Appeal of notice of violation. Any person receiving a notice of violation or suspension notice may appeal the determination of the eEnforcement aAuthority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse or modify the decision of the eEnforcement aAuthority. Extenuating circumstances such as long duration rain events and high intensity rain events will be considered. A suspension under Section 32-5 of this article remains in place unless or until lifted by the City Manager or by a reviewing court. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine Superior Court within 45 days of the date of the City Manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(f) Enforcement measures. If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the City Manager, within 45 days of a decision of the City Manager affirming the eEnforcement aAuthority's decision, then the eEnforcement aAuthority may recommend that the Corporation Counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

(g) Ultimate responsibility of discharger. The standards set forth herein are minimum standards; therefore this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This article shall not create liability on the part of the City, or any officer agent or

employee thereof for any damages that result from any person's reliance on this article or any administrative decision lawfully made hereunder.

Sec. 32 - 47 Severability

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.

Sec. 32 - 48 Waivers

Where the eEnforcement aAuthority finds that there are special circumstances of a particular Erosion and Sedimentation Control Plan that make a particular submission requirement or standard inapplicable, a waiver may be granted, provided that such waiver will not have the effect of voidingnullifying the intent and purpose of this Ordinance. The applicant shall submit, in writing, the reason for the requested waiver. In granting waivers or modifications, the eEnforcement aAuthority may require such conditions that will substantially secure the objectives of the standards so waived or modified.

Sec. 32 - 49 Authority

The Municipality enacts this Erosion and Sedimentation Control Ordinance pursuant to 30-A M.R.S. §§3001 et seq. (municipal home rule ordinance authority), 38 M.R.S. §413 (the Wastewater Discharge Law), 33 USC §§1251 et seq. (the Clean Water Act), and 40 CFR Part 122 (US Environmental Protection Agency's regulations governing the National Pollution Discharge Elimination System (NPDES)). The Maine Department of Environmental Protection, through its promulgation of the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems has listed the Municipality as having a Regulated Small MS4; under this General Permit, listing as a Regulated Small MS4 necessitates enactment of elements of this Ordinance as part of the Municipality's stormwater management program in order to satisfy the minimum control measures for Construction Site Stormwater Runoff Control.

ARTICLE IV. EROSION & SEDIMENTATION CONTROL

Sec. 32-41 Definitions.

Adverse Impact. Adverse impact means any undue deleterious effect due to erosion or sedimentation from Construction Activity on Waters of the State, Protected Natural Resources, the infrastructure of the Regulated Small MS4, or off-Site. Such undue deleterious effect is or may be potentially harmful or injurious to human health, welfare, safety, or property to biological productivity, diversity, or stability, or may unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Common Plan of Development or Sale. Common Plan of Development or Sale means a “subdivision” as defined in Title 30-A M.R.S. §§ 4401 et seq. (the Maine Subdivision statute) and in Chapter 14 Land Use Code.

Construction Activity. Construction Activity means any activity on a Parcel that results in Disturbed Area.

Construction Dewatering. Construction Dewatering means the removal of water from trenches, excavations, foundations, elevator pits, utility vaults, coffer dams, ponds, and other areas within a construction area that retains water after excavation. The collected water removed from a ponded area(s) may be rainfall collected in the excavation or groundwater associated with the water table or a seasonal perched water table. In many cases ponded water in excavations does not infiltrate or evaporate quickly enough and hinders correct and safe construction practices, and therefore must be removed for construction to proceed.

Dewatering Plan. Dewatering Plan means a written plan detailing the operating procedures, equipment, and devices to be used for removing sediment, and if required, petroleum or hazardous substances, from approved discharges to the City Right of Way or water resources infrastructure. A basic written plan for any construction work is required and must be approved by the City prior to start of construction for any off-site discharges. The plan should be submitted as part of the Construction Management Plan when applicable. Additional requirements can be found in Section 8 of the City of Portland’s Rules and Regulations for Use of the Sewer System.

Disturbed Area. Disturbed Area means all land areas that are stripped, graded, grubbed, filled, or excavated at any time during the Site preparation or removing vegetation for, or construction of, a project. Cutting of trees, without grubbing, stump removal, disturbance, or exposure of soil is not considered Disturbed Area. Disturbed Area does not include routine maintenance but does include redevelopment and new Impervious Areas. “Routine maintenance” for the purpose of this definition is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces is considered routine maintenance provided that an applicant or permittee can prove the original line and grade and hydraulic capacity shall be maintained and original purpose of the gravel surface remains the same. Replacement of a building is not considered routine maintenance of the building and is therefore considered Disturbed Area.

Impervious Area. Impervious Area means the total area of a Parcel covered with a low-permeability material that is highly resistant to infiltration by water, such as asphalt, concrete, or rooftop, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce

their permeability. Common Impervious Areas include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. Areas of pervious pavement, pervious pavers, pervious concrete, and under-drained artificial turf fields are all considered impervious.

Permitting Authority. Permitting Authority means the Code Enforcement Officer, Building Inspector, Planning Board, or other official or body authorized by State law or the Municipality's ordinances to approve development or redevelopment projects.

Site. Site means the portion(s) of a Parcel(s) upon which Construction Activity subject to this Ordinance is located.

Waters of the State. Waters of the State means Waters of the State as defined in 38 M.R.S. §361-A (7).

Sec. 32-42 Applicability.

This article shall apply to any Construction Activity commencing after the effective date of this Ordinance that results in a disturbed area of 10,000 square feet or more or where sediment is being discharged to the City right-of-way.

Sec. 32-43 Responsibility for administration

The Department of Public Works and/or the Planning Department is the Enforcement Authority who shall administer, implement, and enforce the provisions of this article.

(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10; 8-17-09; Ord. 108-15/16, 11/16/2015)

Sec. 32-44 Erosion and Sediment Control Plan Submission & Review

(a) *Erosion and Sedimentation Control Plan Required.* No Person shall commence Construction Activity subject to the Applicability Section of this Ordinance without first preparing and obtaining approval for an Erosion and Sedimentation Control Plan in accordance with this Ordinance. The requirements of the Erosion and Sedimentation Control Plan are detailed in any/all of the following:

- 1) *The Rules and Regulations for Use of the Collection System*
- 2) *City of Portland Technical Manual*

(b) *Concurrent Review.* When Construction Activity is subject to Subdivision, Site Plan, or other review under the City's Land Use Code which includes a review for erosion and sedimentation control, an Erosion and Sedimentation Control Plan meeting these requirements shall be submitted to the Permitting Authority concurrently with that review. When a concurrent review is not otherwise required, an Erosion and Sedimentation Control Plan shall be submitted to the Enforcement Authority.

(c) *Erosion and Sedimentation Control Plan Requirements.* The Enforcement Authority or Permitting Authority, as appropriate, will review the Erosion and Sedimentation Control Plan for compliance with the regulations and specifications detailed in any/all of the following:

- 1) *The Rules and Regulations for Use of the Collection System*

2) *City of Portland Technical Manual*

(d) *Approval, Denial, and Appeals.* The Enforcement Authority or Permitting Authority may approve the Erosion and Sedimentation Control Plan, approve it with conditions, or deny the Erosion and Sedimentation Control Plan, and that decision shall be in writing and supported by findings of fact and conclusions of law. Any person receiving a denial may appeal the determination of the Enforcement Authority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the decision. The City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse, or modify the decision of the Enforcement Authority. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine superior court within forty-five (45) days of the date of the city manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(e) *Compliance with Approved Plans and Plan Changes.* The applicant shall implement and comply with the Erosion and Sedimentation Control Plan as approved throughout all phases of Construction Activity.

(f) *Project Completion.* The applicant shall provide notice to the enforcement authority when permanent stabilization of the Site has been achieved to allow for final inspection.

Sec. 32-45 Erosion and Sediment Control Inspections

(a) Inspections are required in order to ensure that all erosion and sediment control practices are installed and maintained to prevent the discharge of sediment from disturbed areas.

(b) Sites with 1 acre or More of Disturbance or Major Site Plan

- 1) For Major Site Plans that have less than one acre of disturbance the applicant shall retain the services of a qualified professional.
- 2) For all sites with one acre or greater of disturbance, the applicant shall retain the services of a Third-Party Qualified Professional for Erosion & Sedimentation Control Inspections during construction (as defined by section 32-1 of this Ordinance) to inspect the site weekly, for the duration of construction until final site stabilization is in place.
- 3) The inspection is required in order to ensure that all construction and stabilization activities comply with the approved drawings and specifications; that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations; and that any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan is communicated to the City of Portland for additional review and approval.
- 4) The inspector will submit weekly written reports to the Stormwater Coordinator(s) in the Water Resources Division of Public Works and the Development Review Coordinator(s) in Planning. Reports must include: project ID, project address, the date(s) and time(s) of inspection(s), site photographs of areas under construction, and the date(s) and approximate duration(s) of any rainfall events in the prior week. The report will identify and describe any erosion problems or discharge of pollutants

and what actions will be taken to address these issues and repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.

(c) Minor Site Plans. The applicant is responsible for inspecting the site and maintaining erosion and sedimentation controls in good working order. In general, sites with less than 1 acre of disturbance are not required to submit an inspection report, however the City reserves the right to require reports of any project. The applicant should inspect the site as follows:

- 1) All areas of disturbance, impervious areas, erosion and sediment control best management practices, materials storage areas exposed to precipitation, and locations where vehicles enter or exit the Site shall be inspected:
 - a. Once before any disturbance begins and after all Erosion and Sedimentation Control BMPs specified in the Erosion and Sedimentation Control Plan are in place;
 - b. At least once a week as well as before and within 24 hours after a storm event (rainfall); and
 - c. Once at project completion to ensure the Site has reached permanent stabilization and all temporary erosion and sedimentation controls have been removed.

(d) Minor residential projects must use effective erosion and sedimentation controls for the duration of the Construction Activity.

(e) The Enforcement Authority, bearing proper credentials and identification, shall have the right of entry to any site with soil disturbance for the purpose of inspecting the site to determine that all construction and stabilization activities comply with the provisions of this article and applicable standards.

Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 31-18/19, 8-13-2018)

Sec. 32-46 Enforcement of Erosion and Sediment Control Plans

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article. Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may enforce this article in accordance with 30-A M.R.S.A. § 4452 and Chapter 1, Section 15 of the City Code.

(a) *Notice of violation.* Whenever the Enforcement Authority believes that a person has violated this article, the Enforcement Authority may order compliance with this article by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

- 1) The elimination of sediment-laden discharges off-site or to the collection system, including, but not limited to, disconnection of the premises from the collection system, whether it is a separated system or combined system.

- 2) The cessation of discharges, practices, or operations in violation of this article.
- 3) At the Person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of sediment-laden discharges off-site or to the storm drainage system and the restoration of any affected property; and/or
- 4) The payment of fines, of the City's remediation costs and of the City's reasonable administrative costs and attorneys' fees and costs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed.

(b) *Stop Work Order.* The enforcement authority or Permitting Authority may issue a Stop Work Notice whenever:

- 1) A Person has not corrected a notice of violation issued pursuant to this Ordinance within the time set forth in the notice, or
- 2) A Person subject to the applicability section of this Ordinance undertakes Construction Activity without first submitting an application for and obtaining approval of an Erosion and Sedimentation Control Plan.

The enforcement authority or Permitting Authority will attempt to deliver the Stop Work Notice to the applicant, the Person performing the Construction Activity, or the owner or occupant of the Parcel, as appropriate, by any means reasonably calculated to effectuate delivery.

Once the Stop Work Notice has been delivered, no further Construction Activity at the Site may proceed other than as is necessary to correct the non-compliance. Construction Activity may resume only when the enforcement authority or Permitting Authority provides written notice that the Person may resume that Construction Activity.

(c) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the City's attorney's fees and costs, all in accordance with Chapter 1, Section 15 of the City Code and 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the City for violation of federal and State environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(d) *Consent agreement.* The Enforcement Authority may, with the approval of the City Manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(e) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the enforcement authority to the City Manager or their designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The

City Manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the City Manager and the appellant. The City Manager may affirm, reverse or modify the decision of the enforcement authority. Extenuating circumstances such as long duration rain events and high intensity rain events will be considered. A suspension under Section 32-5 of this article remains in place unless or until lifted by the City Manager or by a reviewing court. A party aggrieved by the decision of the City Manager may appeal that decision to the Maine Superior Court within 45 days of the date of the City Manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(f) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the City Manager, within 45 days of a decision of the City Manager affirming the enforcement authority's decision, then the enforcement authority may recommend that the Corporation Counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

(g) *Ultimate responsibility of discharger.* The standards set forth herein are minimum standards; therefore this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This article shall not create liability on the part of the City, or any officer agent or employee thereof for any damages that result from any person's reliance on this article or any administrative decision lawfully made hereunder.

Sec. 32 - 47 Severability

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.

Sec. 32 - 48 Waivers

Where the enforcement authority finds that there are special circumstances of a particular Erosion and Sedimentation Control Plan that make a particular submission requirement or standard inapplicable, a waiver may be granted, provided that such waiver will not have the effect of voiding the intent and purpose of this Ordinance. The applicant shall submit, in writing, the reason for the requested waiver. In granting waivers or modifications, the enforcement authority may require such conditions that will substantially secure the objectives of the standards so waived or modified.

Sec. 32 - 49 Authority

The Municipality enacts this Erosion and Sedimentation Control Ordinance pursuant to 30-A M.R.S. §§3001 et seq. (municipal home rule ordinance authority), 38 M.R.S. §413 (the Wastewater Discharge Law), 33 USC §§1251 et seq. (the Clean Water Act), and 40 CFR Part 122 (US Environmental Protection Agency's regulations governing the National Pollution Discharge Elimination System (NPDES)). The Maine Department of Environmental Protection, through its promulgation of the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems has listed the

Municipality as having a Regulated Small MS4; under this General Permit, listing as a Regulated Small MS4 necessitates enactment of elements of this Ordinance as part of the Municipality's stormwater management program in order to satisfy the minimum control measures for Construction Site Stormwater Runoff Control.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 24 RE: DISCHARGE OF STORM WATER INTO SEWERS**

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

1. *That the Section 24-44 of the Portland City Code Chapter 24 is hereby amended to read as follows:*

Sec. 24-44. Public sewer connection limitations.

(a) No person shall make connection of sanitary facilities such as toilets, washrooms, urinals, sinks, showers, drinking fountains, kitchens or laundry rooms, nor discharge or cause to be discharged any waste or domestic wastewater to a building's stormwater system or building storm drain which in turn is connected directly or indirectly to the storm drainage system.

(b) No person shall make connection of roof downspouts, foundation drains, sump pump, areaway drains or other sources of surface runoff or groundwater, nor discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(c) Stormwater shall be discharged to such sewers as are specifically designated as ~~combined sewers or~~ storm sewers, or to a natural outlet approved by the Department of Public Works. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Department of Public Works, to a storm sewer, combined sewer or a natural outlet.

(d) Stormwater shall not be allowed to discharge into a combined sewer unless approved by the Department of Public Works. Prior to receiving approval from the Department of Public Works it

must, at a minimum, be demonstrated that no practicable alternative exists, and that the proposed discharge adheres to all technical requirements as listed in Sections II & V of the City's Technical Manual, as may be amended, or such other rules or regulations that the Department determines are applicable to the proposed discharge.

Chapter 24 SEWERS*

***Cross reference(s)**--Buildings and building regulations, Ch. 6; disposal of wastes by food service establishments, § 11-26; land use, Ch. 14; streets, sidewalks and other public places, Ch. 25.

State law reference(s)--Sewers and drains, 30 M.R.S.A. § 4351 et seq.

Art. I. In General, §§ 24-1--24-15

Art. II. Sewer Construction, §§ 24-16--24-30

Art. III. Sewer Use Regulations, §§ 24-31--24-70

Art. IV. Sanitary Sewer User and Industrial Pre-treatment Charges, §§ 24-71--24-77

Art. V. Stormwater Service and User Charges,

ARTICLE I. IN GENERAL

Sec. 24-1. Purpose

The city is responsible for the health and safety of the public and maintaining over 300 miles of sewer line comprised of the sanitary sewer and storm sewer lines themselves, catch basins, manholes, detention ponds, underground waste water storage facilities, and sewer pump stations.

The city maintains a sewer system in order to convey domestic wastewater and stormwater runoff from private and public property for treatment at the Publicly Owned Treatment Works.

The city maintains a stormwater drainage system in order to convey stormwater runoff away from private and public property to minimize flooding, reduce pollution discharge to waters of the State of Maine, and to control erosion of streams and channels.

The city council finds that funding the comprehensive wastewater and stormwater programs to properly operate this infrastructure should be equitably paid for by properties making use of sewer and stormwater services provided by the city according to costs incurred to provide those services.
(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-2. Definitions.

For the purposes of this chapter, all words shall have their

normal meanings and such meanings as may be in common use in the field of wastewater treatment. Certain words are more particularly defined. For the purposes of this Chapter, the following terms shall have the following meanings.

Act shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, U.S.C. § 1251 et seq., and the regulations promulgated thereunder, as amended from time to time.

Building drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, which begins eight (8) feet outside the outer face of the building wall.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

Combined sewer shall mean a sewer conveying both stormwater and wastewater.

Department of Public Works shall mean the public works authority.

Discharge shall mean any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants

District shall mean the Portland Water District, a quasi-municipal corporation existing pursuant to Chapter 84 of the Private and Special Laws of Maine of 1975, as amended, with a business address of 225 Douglas Street, Portland, Maine.

Domestic wastewater shall mean the liquid wastes and liquid borne wastes discharged from the sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains, home laundry rooms, kitchens, and floor drains essentially free of industrial wastes or toxic materials.

Industrial user shall mean a source of indirect discharge or any source which discharges industrial waste to the facility.

Industrial waste shall mean any liquid, gaseous, or solid waste substance, or a combination thereof, resulting from any process of industry, manufacturing, trade, or business or from the development or recovery of any natural resources.

Interceptor sewer shall mean a large sewer used to intercept a number of main or trunk sewers and convey wastewater and stormwater runoff to treatment or other disposal facilities.

National pollutant discharge elimination system or **NPDES permit** shall mean a permit issued pursuant to § 402 of the act, 33 USC § 1342, and M.R.S.A. Title 38, § 414-A.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

POTW (publicly owned treatment works) ("facility") shall mean the treatment works, as defined by § 212 of the act, operated by the Portland Water District. This definition includes any devices and systems used in the storage, treatment, recycling, disposal, and reclamation of wastewater consisting of domestic, commercial, municipal, and industrial wastes of a liquid nature. It also includes those sewers, pipes, pump stations and other conveyances which convey wastewater to the facility and may be owned by the city. For the purposes of this chapter, POTW shall also include any sewers that convey wastewater to the treatment works from persons who are, by permit, contract, or agreement with the city, users of the facility.

POTW treatment plant shall mean that portion of the facility designed to provide treatment (including recycling and reclamation) of wastewater, municipal wastewater, industrial waste, septage and holding water and other trucked-in wastes as allowed under the provisions of this article.

Private wastewater disposal system shall mean a treatment tank with the effluent discharging into a subsurface absorption area, or such other facilities as may be permitted under the procedures set forth in rules and regulations adopted by the state department of health and welfare pursuant to 22 M.R.S.A. § 42(3), and the city's plumbing code.

Private sewer system shall mean any sewer system within the city not owned by or constructed by a public authority.

Private wastewater treatment works shall mean all facilities other than private sewage disposal systems for treating and disposing of wastewater within the city not owned by a public authority. Private wastewater treatment works shall be distinct from private wastewater disposal systems as the effluent is

discharged directly into surface water bodies. Private wastewater treatment works shall be licensed by the state department of environmental protection, in accordance with the provisions of 38 M.R.S.A. §§ 413, 414.

Public sewer shall mean a sewer directly owned, operated or controlled by the city or the Portland Water District.

Sanitary sewer shall mean a sewer, conveying either exclusively domestic wastewater and industrial waste or a sewer also conveying stormwater runoff together with ground and surface water that is not admitted intentionally.

Sewer shall mean a pipe or conduit for conveying liquid or liquid-carried waste.

Storm sewer shall mean a sewer for conveying stormwater runoff, groundwater, subsurface water, condensate, cooling water or other similar discharge but which excludes domestic wastewater and polluted industrial wastes.

Stormwater shall mean any stormwater runoff, snowmelt runoff, and surface runoff and drainage. "Storm water" shall have the same meaning as stormwater.

Stormwater drainage system shall mean any publicly owned or operated conveyance for stormwater, natural and human-made including, but not limited to, storm sewers, city and state roads including the Maine Turnpike and other physical works with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, culverts, human-made channels, swales, ditches, swamps, rivers, streams, creeks, brooks, reservoirs, ponds, drainage ways, inlets, pipes, head walls, lakes, properties, and improvements which transfer, control, convey or otherwise influence the movement of stormwater runoff and its discharge to and impact upon receiving waters.

Stormwater services shall mean the program and maintenance activities as well as the pipe, conduits, or other conveyances or facilities provided by the city including but not limited to necessary programs, improvements, or maintenance required to meet national pollutant discharge elimination system (NPDES) permits the city may hold or other regulatory or court imposed obligations on the city, or general maintenance of pipes, conduits or other facilities improvements and other unforeseen improvements necessary to provide stormwater service to the city.

Wastewater shall mean a combination of the liquid and water-carried wastes from residences, commercial buildings, institutions and industrial establishments, together with such ground, surface, and stormwater as may be present.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently on a natural basis.

Westbrook Inter-Municipal Sewer Service Area shall mean the Domestic and sanitary sewage and waste water from the Riverside Street/Warren Avenue/Forest Avenue vicinity of Portland as defined on the plan to the Rules and Regulations enacted by the Department of Public Works, and on file in the Department of Public Works, intercepted by the District and delivered to the existing Westbrook Gorham Regional Treatment Plant for treatment.
(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

- - - - -

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Reference - Council Order 54-02/03 § An Order Authorizing Three-Party Sewer Service Agreement with Portland Water District and City of Westbrook).

Sec. 24-3. Administration.

(a) The director of public works shall establish rules and regulations governing the availability and use of city wastewater collection and treatment facilities and stormwater drainage system. The rules and regulations shall be consistent with federal law and ordinances. Said wastewater rules shall be enacted in conjunction with the Portland Water District prior to enactment.

(b) The rules shall be enacted in the same manner as the rules for solid waste disposal are promulgated, prescribed in section 12-105(b) and (b.1) of this Code, with the exception that the rules will go into effect twenty (20) days after enactment by the director unless stayed by action of the city council. Proposed rules shall be delivered to the council as a communication prior to enactment.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-4. Enforcement Agency.

The Department of Public Works or the Portland Water District as agent for the city and at the request of the Department of Public Works, shall administer and enforce the provisions of this chapter.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-5. Reserved.
Sec. 24-6. Reserved.
Sec. 24-7. Reserved.
Sec. 24-8. Reserved.
Sec. 24-9. Reserved.
Sec. 24-10. Reserved.
Sec. 24-11. Reserved.
Sec. 24-12. Reserved.
Sec. 24-13. Reserved.
Sec. 24-14. Reserved.
Sec. 24-15. Reserved.

ARTICLE II. SEWER CONSTRUCTION

Sec. 24-16. Accepted streets.

When any person owning property on an accepted street shall petition for the construction of a sewer in the street, such sewer may be constructed under one (1) of the following arrangements at the option of the petitioner, subject to the approval of the Department of Public Works:

- (a) Upon authorization by the city council, a sewer shall be constructed by the city, the cost of a sewer to be recovered in part as hereinafter provided; or
- (b) The petitioner may cause a sewer to be built to the specifications of the Department of Public Works and under his or her supervision, with or without regard to competitive bids. Upon completion of a sewer, the city shall be reimbursed in full for its costs, including engineering and inspection, and a sewer shall be deeded to the city as a public sewer at no cost to the city.

(Code 1968, § 704.1; Ord. No. 101-81, §§ 1--3, 9-21-81; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-17. Dedicated streets.

When any person owning property on a street, which prior to July 7, 1948, has been dedicated, constructed and used for public travel but has not been accepted by the city, shall petition for the construction of a sewer in the street, such sewer may be constructed under one (1) of the following arrangements at the option of the petitioner, subject to the approval of the Department

of Public Works:

- (a) Upon authorization by the city council, a sewer shall be constructed by the city, the cost of a sewer to be recovered in part as hereinafter provided; or
- (b) The petitioner may cause a sewer to be built to the specifications of the Department of Public Works and under his or her supervision, with or without regard to competitive bids. Upon completion of a sewer, the city shall be reimbursed in full for its costs, including engineering and inspection, and at such time as the street is accepted by the city, a sewer shall be deeded to the city as a public sewer at no cost to the city.

(Code 1968, § 704.2; Ord. No. 101-81, §§ 4, 5, 9-21-81; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-18. Initiative of city council.

The city council may, on its own initiative and without petition therefor, authorize construction by the city of a sewer in accepted and dedicated-but-unaccepted streets, the cost of a sewer to be recovered in part as hereinafter provided.

(Ord. No. 101-81, § 6, 9-21-81; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-19. Costs.

(a) A charge is hereby established for the connection heretofore or hereafter of any property to a sewer constructed by the city or the Portland Water District and completed on or after January 1, 1978. Such charge shall be due and payable upon application for a connection permit as provided in section 24-39, and except for connections made before November 15, 1981, shall be in lieu of all other charges related thereto, including the fee for the connection permit and street and sidewalk opening charges as provided in section 25-156, provided that connection is made in accordance with article III of this chapter. This section shall not apply to any property assessed for the cost of sewer construction according to law.

(b) For any such sewer completed heretofore, the charge shall be two hundred dollars (\$200.00) per each sanitary sewer connection made heretofore or hereafter but before November 15, 1981, and one thousand dollars (\$1,000.00) per each such connection made thereafter.

(c) For any such sewer completed hereafter, the charge shall be two thousand dollars (\$2,000.00) per each such connection, provided that the city council may, from time to time, by order readjust the charge according to the then-prevailing cost of sewer construction and the anticipated number of such connections.
(Ord. No. 101-81, § 7, 9-21-81; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Cross reference(s)--Uniform procedure for collecting assessments, § 1-16.

Sec. 24-20. Reserved.
Sec. 24-21. Reserved.
Sec. 24-22. Reserved.
Sec. 24-23. Reserved.
Sec. 24-24. Reserved.
Sec. 24-25. Reserved.
Sec. 24-26. Reserved.
Sec. 24-27. Reserved.
Sec. 24-28. Reserved.
Sec. 24-29. Reserved.
Sec. 24-30. Reserved.

ARTICLE III. SEWER USE REGULATIONS*

***Editor's note**--Ord. No. 263-96, passed May 20, 1996, amended this article in its entirety, in effect repealing the former provisions and enacting similar new provisions as herein set out. Formerly, such provisions pertained to sewer use regulations, consisted of substantive §§ 24-31--24-60, and derived from §§ 309.1--309.29 of the 1968 Code, as amended by the following legislation:

Ord. No.	Sec.	Date	Ord. No.	Sec.	Date
13-76	--	10- 6-76	221-88	1	1- 4-88
154-79	--	3-19-79	228-88	1	2- 1-88
355-84	1--14, 16, 17	1- 4-84	77-91	--	8- 7-91
317-87	1	2- 2-87	37-93	--	7- 7-93

Sec. 24-31. Scope.

The provisions of this article shall apply to and govern all types of buildings requiring wastewater facilities; the excavation, construction, installation, usage, maintenance, extension, alteration, repair or removal of any building sewer, building storm drain, sanitary sewer system, or storm drainage or sewer system; the connection of building sewers and building storm sewers to sanitary sewer systems and/or storm drainage systems or combined sewers; the types of wastes or wastewaters prohibited from public sewers and storm drainage systems; permitted and prohibited concentrations and strengths of wastewater; and situations in which use of a private sewage disposal system is permissible.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-32. Intent and purpose.

(a) It shall be the intent and purpose of this article to eliminate existing pollution, and to prevent further pollution caused by inadequate wastewater disposal, and to accomplish the necessary local legislation to meet the pollution abatement schedule for the Portland Regional Wastewater Plan established by the state and the federal government. All this is in furtherance of the health, welfare, comfort and convenience of the inhabitants of the city.

(b) Whereas the Portland Water District has been designated by state legislative action and local public referendum as the regional agency responsible for interception and wastewater treatment, and is the owner and operator of the POTW treatment plant, none of the provisions of this article shall be construed to repeal or otherwise interfere with the rights, duties or powers granted to the Portland Water District pursuant to Chapter 433 of the private and special laws of the State of Maine of 1907, as amended.

(Ord. No. 263-96, 5-20-96)

Editor's Note - Section 24-32.1 Administration was deleted by Order 129-14/15, passed on 1-21-2015 and Effective 1-1-2016.

Sec. 24-33. Reserved

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-34. Definitions.

For the purposes of this article, all words not defined in section 24-2 shall have their normal meanings and such meanings as may be in common use in the field of sanitation and wastewater treatment. For the purposes of this article, the following terms have the following meanings.

B.O.D. (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Celsius, expressed in milligrams per liter.

Categorical industrial user shall mean an industrial user subject to national categorical pretreatment standards.

Caustic alkalinity (hydroxide alkalinity) shall mean a measure of the capacity of wastewater, which exhibits a pH of greater than or equal to 8.3, to neutralize acids.

C.O.D. (chemical oxygen demand) shall mean the measure of the oxygen required for oxidation of the organic matter in a sample that can be oxidized by a strong chemical oxidizing agent under standard laboratory procedure.

F.O.G. shall mean the measure of fats, wax, grease and oils (other than petroleum based materials).

Garbage shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and produce, and from the handling, storage and sale of food and produce.

Incompatible pollutant is defined as any pollutant other than biochemical oxygen demand, suspended solids, pH, and fecal coliform bacteria or additional pollutants identified in the POTW's NPDES permit to discharge, which the POTW was not designed to treat and does not remove to a substantial degree or may be toxic to the POTW or receiving water.

Industrial user shall mean a source of indirect discharge or any source which discharges industrial waste to the facility.

Interference means a discharge which, alone or in conjunction with discharges from other sources, inhibits or disrupts the facility, its treatment processes or operations, or its sludge processes, use or disposal, and which is a cause of a violation of

any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation), or of the prevention of wastewater sludge use or disposal by the facility in accordance with applicable federal, state, or local statutes and regulations or permits issued thereunder, as set forth in 40 CFR § 403.3(i).

mg/l shall mean milligrams per liter.

National categorical pretreatment standard shall mean any regulations containing pollutant discharge limits promulgated by EPA in accordance with § 307(b) and (c) of the act, which apply to a specific category of industrial users and which are found in 40 CFR Chapter I, Subchapter N, Parts 405 through 471.

pH shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions in a solution expressed as standards units.

Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

Significant industrial user shall mean any industrial user subject to categorical pretreatment standards, and any other industrial user that discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the facility (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the city on the basis that the industrial user has a reasonable potential for adversely affecting the facility's operation or for violating any pretreatment standard or requirement; provided, however, that upon a finding that an industrial user meeting the foregoing criteria has no reasonable potential for violating any pretreatment standard or requirement or for adversely affecting the facility's operation, the city may, at any time, upon its own initiative or in response to a petition received from an industrial user, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user is not a significant industrial user.

Slug shall mean any discharge of nonroutine, episodic nature,

including, but not limited to, an accidental spill, noncustomary batch discharge, or any discharge of wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flow rate during normal operation or which may adversely affect the POTW.

Total suspended solids (TSS) shall mean the total suspended matter that floats on the surface of, or is suspended in water, wastewater, or other liquids, and which is removable by laboratory filtration.

(Ord. No. 263-96, 5-20-96; Ord. No. 97-03/04, 12-17-03; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-35. Sanitary facilities required.

Every building intended for human habitation, occupancy, employment, recreation or other purposes, situated within the city shall be provided with suitable and sufficient sanitary facilities for the use of the occupants thereof, which facilities in character, number and method of installation shall comply with all health laws of the state, ordinances of the city, and rules and regulations of the state bureau of health so far as the same are compatible and not inconsistent.

(Ord. No. 263-96, 5-20-96)

Sec. 24-36. Connection to public sewer required.

The owner of any building used for human habitation, occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is located a public sanitary, combined or interceptor sewer, is hereby required at his expense to connect the building sewer in the most direct manner possible with the proper public sewer in accordance with the provisions of this article, provided that the public sewer is within two hundred (200) feet of the building (the two hundred (200) feet to be measured in such manner so as not to pass over any property owned privately by anyone other than the owner of the premises from which such measurement is being made). Any required compliance with this section shall be completed within one (1) year after the date of official notice to do so.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-37. Exception for private wastewater system.

Where the public sewer does not extend to within two hundred (200) feet distant from the nearest point of the building (measured as described in section 24-36), the public sewer shall, at such time, be classified as inaccessible with regard to such premises. Where the public sewers are inaccessible to premises, any building required to be provided with sanitary facilities under section 24-35 shall comply with the following:

- (a) The owner may at his own expense connect with the public sewer even though the building is over two hundred (200) feet distant from the public sewer; or
- (b) Where liquid-carried wastes or wastewater result, they shall discharge into a private wastewater disposal system; or
- (c) Where liquid-carried wastes or wastewater result, they shall discharge into a private wastewater treatment works.

(Ord. No. 263-96, 5-20-96)

Sec. 24-38. Private wastewater systems discontinued.

(a) At such time as a public sewer becomes accessible, as defined in section 24-36, to a property served by a private wastewater disposal system, direct connection shall be made to the public sewer by the owner of such property in compliance with this article within twelve (12) months of receipt of official notice to do so. At the time that direct connection to the public sewer is completed, use of the private wastewater disposal facilities shall have been discontinued. Such abandoned private wastewater disposal system shall be cleaned of sludge and waste materials and filled with clean bankrun gravel or dirt within thirty (30) days.

(b) The closing and filling of the private wastewater disposal system and the connection to the public sewer system shall be inspected by the Department of Public Works. The fee for such inspection shall be a minimum of ten dollars (\$10.00) per septic tank plus ten dollars (\$10.00) per hour for all inspection time exceeding one (1) hour. The permit for the connection to the public sewer is the same as those required under sections 24-39 and 24-42.

(c) No such work may be approved unless notice is given to the Department of Public Works sufficient to permit the inspector to be present at the filling of the private wastewater disposal

system and the connection to the public sewer. No new sewer construction or sewer repair or reconstruction may be approved if backfilled and/or covered prior to inspection. No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the city.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-39. Public sewer connection; permit; fee.

No person shall uncover, make any connections with or openings into, alter or disturb either any public sewer or appurtenance thereof or any private sewer or appurtenance thereof without first obtaining a written permit from the Department of Public Works or the Portland Water District, if required. The fee for such permit shall be fifty dollars (\$50.00).

(Ord. No. 263-96, 5-20-96; Ord. No. 261-01/02, 5-20-02; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-40. Costs.

All costs and expense incidental to the installation, connection and maintenance of the building sewer shall be borne by the owner.

(Ord. No. 263-96, 5-20-96)

Sec. 24-41. Separate connections required.

A separate and independent building sewer shall be provided for every new building, and a separate connection shall be made for each building sewer. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Department of Public Works, to meet all requirements of this article.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-42. Defective building sewers to be repaired or replaced.

(a) Whenever any building drain or building sewer connected to the public sewers, or to a private sewer system connected to the public sewers is found to be defective, deteriorating or substandard, the owner of the building served by such building drain or sewer shall be served by the Department of Public Works with written notice stating the nature of the defect and providing a fifteen (15) day period for the satisfactory repair or replacement of such building sewer and requiring the owner to make a new connection to the public sewer at the owner's expense.

(b) All work done pursuant to this section shall be inspected by the Department of Public Works. The fee for such inspection shall be twenty-five dollars (\$25.00).

(c) *Failure to comply.* When a person to whom an order is directed fails to fully comply within the fifteen (15) day period, it shall be lawful for the city to repair a building drain or building sewer which is located within the public right-of-way, and all costs thereof shall be charged to the owner thereof.

(d) *Lien procedure.* The Department of Public Works shall keep an accurate account of the expense of the work under this article, and as soon as practicable after completion of such work, the city shall assess to the person(s) upon whom notice has been served pursuant to subsection (a) of this section their just cost thereof, and all assessments so made shall constitute a lien on the property to be enforced in the manner provided for the collection of sewer assessments within the city.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Cross reference(s)--Uniform procedure for collecting assessments, § 1-16.

Sec. 24-43. Methods of construction.

On all work done within the scope of this article, the size, slope, alignment and materials of construction of a building sewer, and the methods to be used in placing of the pipe, jointing, testing and backfilling the trench shall conform to the requirements of the Department of Public Works' building sewer construction specifications. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drain shall be lifted by a means subject to the approval of the Department of Public Works and discharged to the building sewer.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-44. Public sewer connection limitations.

(a) No person shall make connection of sanitary facilities such as toilets, washrooms, urinals, sinks, showers, drinking fountains, kitchens or laundry rooms, nor discharge or cause to be discharged any waste or domestic wastewater to a building's stormwater system or building storm drain which in turn is

connected directly or indirectly to the storm drainage system.

(b) No person shall make connection of roof downspouts, foundation drains, sump pump, areaway drains or other sources of surface runoff or groundwater, nor discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(c) Stormwater shall be discharged to such sewers as are specifically designated as ~~combined sewers or~~ storm sewers, or to a natural outlet approved by the Department of Public Works. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Department of Public Works, to a storm sewer, combined sewer or a natural outlet.

(d) Stormwater shall not be allowed to discharge into a combined sewer unless approved by the Department of Public Works. Prior to receiving approval from the Department of Public Works it must, at a minimum, be demonstrated that no practicable alternative exists, and that the proposed discharge adheres to all technical requirements as listed in Section's II & V of the City's Technical Manual.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-45. Connections to public sewer.

The connection of the building sewer into the public sewer shall be constructed in the following manner:

- (a) The Department of Public Works shall be notified in advance of the time when the connection is to be made. Such notice must be sufficient to permit the Department of Public Works to inspect the building sewer during construction and to be present when the connection is made to the public sewer.
- (b) In the case of new construction, domestic wastewater systems and stormwater drainage systems shall be kept separated from their connections to the proper city sewers.
- (c) The building sewer shall be connected to the public sewer at the point designated by the Department of Public

Works.

- (d) No building sewer connection constructed pursuant to this section can be approved if such sewer is backfilled and/or covered prior to inspection. No connection to the public sewer constructed pursuant to this section can be approved if such connection is made other than in the presence of an inspector from the Department of Public Works or the Portland Water District, as required. No such unapproved or unapprovable building sewer in the city may be used, and if the building served by such building sewer is occupied, the owner of such building will be held to be in violation of this section, with each day in which the violation continues deemed to be a separate violation.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-46. Sewer excavations.

(a) All excavations under this article within the public way shall be in accordance with article VII of chapter 25 of this Code.

(b) All excavations for sewer installation shall be made and maintained in compliance with the provisions of the construction safety rules and regulations of the state, applicable to excavation work.

(Ord. No. 263-96, 5-20-96)

Sec. 24-47. Prohibited wastes.

(a) No person shall discharge or cause to be discharged any waters or wastes prohibited by Department of Public Works rule; or:

1. Any noxious or malodorous gas or substance capable of creating a public nuisance.

(b) The Department of Public Works may, if deemed necessary in its judgment, impose the following limitations on discharges of the following described waters or wastes to any public sewer or any part thereof:

1. Any aluminum exceeding a concentration of 500 milligrams per liter;
2. Any iron exceeding a concentration of 10 milligrams per liter;

3. Any tin exceeding a concentration of 2 milligrams per liter;
4. Any fluorides exceeding a concentration of 100 milligrams per liter;
5. Any phenols exceeding a concentration of 100 milligrams per liter;
6. Any chlorides exceeding a concentration of 3,000 milligrams per liter;
7. Any sulphates exceeding a concentration of 600 milligrams per liter;
8.
 - a. Any waters or wastes containing animal or vegetable based fats, wax, grease or oils, whether emulsified or not, in excess of 500 milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two (32) degrees and one hundred fifty (150) degrees Fahrenheit (zero (0) and sixty-five (65) degrees centigrade).
 - b. In the Westbrook Intermunicipal Sewer Service Area, any waters or wastes containing animal or vegetable based fats, wax, grease or oils, whether emulsified or not, in excess of 100 milligrams per liter or containing substances which may solidify or become viscous at temperature between thirty-two (32) degrees and one hundred fifty (150) degrees Fahrenheit (zero (0) and sixty-five (65) degrees centigrade).
 - c. Any waters or wastes containing hydrocarbon (nonpolar) based fats, wax, grease or oils, whether emulsified or not, in excess of 100 milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two (32) degrees and one hundred fifty (150) degrees Fahrenheit (zero (0) and sixty-five (65) degrees centigrade).

(Ord. No. 263-96, 5-20-96; Ord. No. 250-97, 4-9-97; Ord. No. 97-03/04, 12-17-03; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-48. Prohibited wastes permitted how; cost.

(a) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters or wastes contain any of the substances or possess the characteristics listed in section 24-47, and which in the judgment of the Department of Public Works may have a deleterious effect upon the wastewater works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Department of Public Works may:

1. Reject the wastes;
2. Require pretreatment to an acceptable condition for discharge to the public sewer as required by rule;
3. Require control over the quantities and rates of discharge (flow equalization); and/or
4. Require payment to cover the added cost of handling and treating the wastes.

(b) If the Department of Public Works permits or requires pretreatment or waste flow equalization, the design and installation of the plants and equipment shall be subject to its review and approval subject to the provisions of the state plumbing code, and the provisions of this article

(c) Where preliminary treatment or flow equalizing facilities are provided for any water or wastes, the owner shall bear the cost and responsibility for installing and maintaining them in continuously satisfactory and effective operating condition, as determined by the Department of Public Works.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-49. Separate systems required.

Any person discharging or causing to be discharged into any public sewer both domestic wastewater and industrial wastes from any building or premises shall install separate drainage systems for the domestic wastewater and industrial waste. The control manhole required by rule shall be installed in the industrial waste system; or where two (2) separate systems are required, the two (2) systems may be joined in the control manhole provided that samples of each system can be sampled separately.

(Ord. No. 263-96, 5-20-96)

Sec. 24-50. Discharge permit.

(a) All categorical users and other dischargers of industrial wastes shall obtain a discharge permit from the Portland Water District, as required by rule. New users shall obtain permits prior to any discharge. Applications and permits shall be in a form prescribed by the Portland Water District and shall be subject to an application fee as set by the Portland Water District.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 31-18/19, 8-13-2018)

Sec. 24-51. Public wastewater works not to be damaged.

No person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the public sewer or stormwater drainage system.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-52. Right of entry.

The Department of Public Works, or the Portland Water District as its agent, bearing proper credentials and identification, shall be permitted to enter upon all properties with sewer or stormwater drainage systems connected to the public sewer and producing industrial or process wastes, at reasonable times and upon reasonable notice for the purpose of inspection, observation, measurement, sampling and testing or to otherwise enforce the rules, including copying of reports and records relating to the industrial pretreatment program in accordance with the provisions of this article.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 31-18/19, 8-13-2018)

Sec. 24-53. Exclusion of industrial waste.

(a) The Department of Public Works or the Portland Water District shall have authority to temporarily exclude any industrial waste, whether pretreated or not, from the public sewers whenever, in its or their opinion, such action is necessary for the purpose of determining the effects of such wastes upon the sewers, wastewater system or wastewater treatment facilities.

(b) The Department of Public Works or the Portland Water District shall notify the affected user prior to taking such actions and shall afford the user a reasonable time for response.

The Department of Public Works or the Portland Water District shall have the authority to take actions necessary to halt the discharge of pollutants from any user to the treatment works which reasonably appears to present an imminent endangerment to the health or welfare of persons or the POTW. Such actions shall be preceded by a notification, oral or written, to the user.

POTW(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-54. Demolition of buildings.

(a) No building served by a building drain or sewer which is connected to the public sewers or to a private sewer system connected to the public sewers, may be demolished prior to the termination of the building sewer or drain at the public sewer under the inspection of the Department of Public Works. The building sewer shall be terminated at the main, at the point designated by the Department of Public Works.

(b) Notice of intent to demolish a building shall be given to the Department of Public Works, by means of a copy of the application for a demolition permit from the building authority or by direct notice to the Department of Public Works, in advance of the time when the building drain or sewer is to be terminated. No such demolition permit shall be issued until a drain termination permit has been issued by the Department of Public Works and a copy thereof has been given to the building authority.

(c) The fee to terminate the building and/or facility sewer and/or drain system will be paid to the city in advance of the termination. The fee of two hundred fifty dollars (\$250.00) per termination represents inspection fees and materials to terminate sewer service. Upon payment of this fee and approval by the Department of Public Works, the applicant shall be issued a sewer termination permit.

(d) Failure to give notice of intent to demolish a building to the Department of Public Works, or to terminate the building drain prior to demolition thereof, or to obtain a permit therefor, shall be deemed a violation of this section, with each day in which the violation continues deemed to be a separate violation.

(e) All excavation for sewer service termination shall be made and maintained in compliance with all provisions of the construction safety rules and regulations of chapter 25, article VII of this Code.

(f) **Violations.** The property owner who fails to obtain a sewer termination permit and terminate the sewer or drain from the building to be demolished to the public sewer shall be guilty of an offense.

(g) **Failure to comply.** When a person to whom an order is directed fails to terminate a building sewer or drain within a ten-day period, it shall be lawful for the city to terminate the building sewer or drain. All city costs thereof shall be charged to the property owner.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-55. Written notice required.

Forty-five (45) days' written notice shall be given to the Department of Public Works and the Portland Water District by any person proposing to:

- (a) Substantially change the volume or character of pollutants over that being discharged into the treatment system at time of enactment of this article;
- (b) Create a new discharge into the treatment system of pollutants from any source which would be a new source as defined in section 306 of the act if such a source were discharging pollutants elsewhere;
- (c) Create a new discharge into the treatment system of pollutants from any source which would be subject to section 301 of the act if it were discharging such pollutants elsewhere.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 31-18/19, 8-13-2018)

Sec. 24-56. Violations.

Any person failing to comply with or violating any provision of this article shall be served by the Department of Public Works with written notice stating the nature of the failure or violation and providing a reasonable time limit for the satisfactory correction thereof. Such person shall, within the period of time stated in such notice, permanently cease or correct all such failures or violations. Any person who shall continue any failure or violation beyond the time limit required for compliance in any notice given pursuant to this section shall be guilty of an offense. Any person violating any of the provisions of this article

shall be liable to the City and shall be assessed a civil penalty of a minimum of one thousand dollars (\$1,000.00) per day for each violation of industrial pretreatment standards and requirements, and in addition, shall be liable for any expense, loss or damage occasioned by the City by reason of such violation, including reasonable attorney's fees. The City may seek injunctive relief for the purposes of enforcing this article.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-57. Appeals.

(a) Whenever the person receiving written notice shall deem himself or herself aggrieved by an order made by the Department of Public Works, the person may file an appeal to the city manager within ten (10) days of the date of the written notice, and the person shall be afforded a hearing on the matter before the city manager or his or her designee, and unless by their authority the aggrieved order is revoked, such order shall remain in force and be forthwith complied with by the person.

(b) In cases of applicability or interpretation of this article, the city manager may revoke such order made by the Department of Public Works.

(c) In cases where compliance with such order made by the Department of Public Works would cause undue hardship, the city manager may extend the time limit of such order or they may permit exceptions to, or waive requirements of, or grant a variance from the specific provisions of this article, subject always to the rule that the city manager shall give due consideration to the purposes of this article in eliminating existing pollution, preventing further pollution and promoting the public health, safety and welfare.

(d) This Section shall not apply to notices of violation or other determinations issued by the Portland Water District. Any notices issued by the Portland Water District under this Article shall be subject to review by the superior court under Rule 80B of the Maine Rules of Procedure within thirty (30) days of the decision.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 31-18/19, 8-13-2018)

Sec. 24-58. Reserved.

Sec. 24-59. Reserved.

Sec. 24-60. Reserved.

Sec. 24-61. Reserved.
Sec. 24-62. Reserved.
Sec. 24-63. Reserved.
Sec. 24-64. Reserved.
Sec. 24-65. Reserved.
Sec. 24-66. Reserved.
Sec. 24-67. Reserved.
Sec. 24-68. Reserved.
Sec. 24-69. Reserved.
Sec. 24-70. Reserved.

**ARTICLE IV. SANITARY SEWER USER AND
INDUSTRIAL PRE-TREATMENT CHARGES***

*

***Editor's note**--Ord. No. 263-96, passed May 20, 1996, amended this article in its entirety, in effect repealing the former provisions and enacting similar new provisions as herein set out. Formerly, such provisions pertained to sewer use charges, consisted of substantive §§ 24-71--24-78, and derived from §§ 322.1--322.3, 322.5--322.8 of the 1968 Code, as amended by the following legislation:

Ord. No.	Sec.	Date	Ord. No.	Sec.	Date
326-77	--	5-16-77	123-89	--	10- 2-89
420-77	--	7-18-77	259-90	--	2-21-90
284-78	--	5-15-78	79-91	--	8- 7-91
102-81	1, 3	9-21-81	88-92	1, 2	9- 9-92
476-82	1--3	4- 6-82	187-95	--	3- 6-95
523-83	1--3	6- 8-83	157-96	--	2- 5-96
17-88	--	6-20-88			

Sec. 24-71. Definitions.

Unless the context specifically provides otherwise, the meanings of terms used in this article, and not defined elsewhere in this chapter, shall be as follows:

Commercial unit shall mean any structure or portion of a structure from which wastewater or industrial waste is discharged, excepting only dwelling units as defined hereinafter and shall include industrial users. Commercial units owned by different entities within the same structure and sharing the same water meter shall be treated as one (1) commercial unit.

Dwelling unit shall mean one (1) or more rooms occupied or designed to be occupied by one (1) or more natural persons as a single housekeeping unit with sanitary facilities, other than a place of public accommodation as defined hereinafter, discharging only domestic wastewater and shall include each unit of ownership in any condominium. If the occupant or occupants of rooms fit the definition of a dwelling unit except for the fact that the occupants share sanitary facilities with an occupant or occupants of other rooms located within the same structure, the number of units in the structure shall be deemed to be the total number of toilets or urinals located within such structure.

Parcel of land shall mean any area of land shown on the assessor's maps on the April first last preceding the operative date, located within the city, which is either connected in fact to a sewer within the city, or developed-but-unconnected to a sewer within the city, which sewer is nevertheless accessible to the area within the meaning of section 24-36.

Place of public accommodation shall mean any establishment having sanitary facilities located therein which gives or offers shelter or lodging to members of the general public, whether transient or long term and shall include but is not limited to hotels, motels, guest houses, hospitals, rest homes, nursing homes, inns, fraternity houses and dormitories.

Treatment facilities shall mean all wastewater treatment plants owned and operated by the Portland Water District or by the city.

Total organic carbon or TOC shall mean the determination of organic matter present by the measurement of carbon dioxide

produced by pyrolysis measured in accordance with 40 CFR Part 136.

Volume of water shall mean the amount of water, estimated or measured, whichever is less, provided to the property by the Portland Water District during the previous period of the calendar year. This term shall include any amounts of water obtained from other sources whether or not water is also provided by the district.

(Ord. No. 263-96, 5-20-96; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 24-72. Sanitary sewer user charges.

(a) **Applicability.** There are levied upon all parcels of land charges for cost of treatment of wastewater and stormwater and for the operation and maintenance of the wastewater system.

(b) **Billing.** Bills for all charges under this article may be sent to the record owner, or to the person requesting water service. Bills shall be sent to each such owner or person every month, except that persons billed quarterly or seasonally by the Portland Water District for water service may be billed quarterly or seasonally for all charges under this article. All payments shall be credited against the oldest outstanding bill sent to such owner or person. Any payments made to the Portland Water District or its agents, which do not indicate to which account they are to be applied, shall be applied as provided by contract between the city and the Portland Water District.

Bills shall contain an amount for sanitary sewer user charges, and if delinquent as provided in section 1-16 of this Code, shall include charges for interest to be computed in the same manner as provided for real estate taxes.

(c) **Computation.** The user charges shall be computed in accordance with the following schedule, as from time to time amended, which shall be sufficient to meet costs of the eligible purposes for which such charges may be used. Beginning July 1, 2023, user charges under this section for both dwelling units and commercial units shall be twelve dollars and seventy-five cents (\$12.75) per hundred cubic feet of volume for connected parcels of land. The user charge for developed but unconnected parcels of land shall be one dollar and seventy-one cents (\$1.71) per hundred cubic feet of volume. Each metered billing unit shall have a minimum charge of at least one hundred (100) cubic feet per month.

(d) *Purposes for which charges may be used.* Charges and assessments made under this article shall be used consistently with 33 U.S.C.A. § 1281 et seq., and applicable federal regulations for the following purposes:

- (1) To defray the current expenses of operating and maintaining the wastewater system, including any assessment made by the Portland Water District;
- (2) To pay the interest and repay the principal on any outstanding or future indebtedness of the city for construction of sewers heretofore or hereafter constructed within the city;
- (3) To reimburse the city for the cost of computation, billing and enforcement of such charges.

(e) *Collection.* Charges assessed pursuant to this section shall be enforceable pursuant to section 1-16 of this Code.

(f) *Disconnection for nonpayment of charges.* The Portland Water District shall disconnect sewer users with unpaid sanitary sewer user charges according to the same terms and procedures used to disconnect water users with unpaid water user charges.

(Ord. No. 263-96, 5-20-96; Ord. No. 88-97, 9-15-97; Ord. No. 118-01/02, 12-3-01; Ord. No. 249-02/03, 5-19-03, Ord. No. 31-03/04, 7-21-03(enacted as emergency); Ord. No. 218-03/04, 5-17-04; Ord. No. 249-04/05, 5-16-05, enacted as emergency; Ord. No. 244-07/08, 5-19-08; Ord. No. 265-08/09, 5-18-09; Ord. No. 225-09/10, 5-17-10; Ord. No. 227-10/11, 5-16-11; Ord. No.222-12/13, 6-24-13; Ord. No. 239-13/14, 5/19/14; Ord. No. 250-14/15, 6-24-2015; Ord. No. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 245-16/17, 5-15-2017, Effective 7-1-2017; Ord. No. 217-17/18, 7-1-2018; Ord. No. 244-18/19, 5-20-2019; Ord. No. 79-20/21, 9-21-2020; Ord. No. 256-20/21, 6-7-2021; Ord. 256-21/22, 7-1-2022; Ord. 221-22/23, 7-17-2023)

Sec. 24-73. Industrial surcharges.

(a) *Applicability.* Each industrial user except those included in the Westbrook Inter-Municipal Sewer Service Agreement Area, shall be subject to surcharges in addition to any other treatment charge if the wastewater discharged by such user is determined by the Department of Public Works, in accordance with 40 CFR Part 136, to exceed any of the following concentrations:

- (1) BOD of two hundred fifty (250) mg/l; or COD, where indicated for specific wastewater and a correlation

between BOD and COD is established in such wastewater; or TOC, where indicated for specific wastewater and a correlation is established between TOC and BOD in such wastewater;

(2) TSS content of three hundred (300) mg/l.

(b) **Computation of surcharge for BOD.** The surcharge for BOD shall reflect the cost of removing the excess BOD and shall be computed in accordance with the following formula:

$$\text{Surcharge for BOD} = (C_1 - 250 \text{ mg/l}) \times Q \times 8.34 \times S_1$$

Where C_1 = The concentration of BOD in mg/l

Q = The total volume of wastewater contributed during the billing period, in millions of gallons

8.34 = Conversion factor of gallons to pounds

S_1 = \$0.1633 for each pound of BOD in dollars

(c) **Computation of surcharge for TSS.** The surcharge for TSS shall reflect the cost of removing the excess TSS and shall be computed in accordance with the following formula:

$$\text{Surcharge for TSS} = (C_2 - 300 \text{ mg/l}) \times Q \times 8.34 \times S_2$$

Where C_2 = The concentration of TSS in mg/l

Q = Total volume of wastewater contributed during the billing period, in millions of gallons

8.34 = Conversion factor of gallons to pounds

S_2 = \$0.0817 for each pound of TSS in dollars

(d) Westbrook Inter-Municipal Sewer Service Agreement area may be surcharged for BOD and TSS, based on the cost of treatment at the Westbrook Gorham Regional Treatment Plant.

(e) **Industrial surcharge fee.** An industrial surcharge fee is hereby established for all permitted discharges from all permitted users at a rate of \$0.0857 per hundred cubic feet of volume, provided that the city council may, from time to time, by order, readjust the surcharge fee according to the then prevailing cost of

administering the industrial pretreatment program and the anticipated number of permitted users and anticipated volume to be surcharged.

(f) ***Appeals.*** Any person aggrieved by a determination of the Department of Public Works made pursuant to this section may appeal such determination to the city manager, within thirty (30) days of notification of such determination. Such person may submit additional evidence and shall be heard orally by the manager or his deputy. The manager may modify the Department of Public Works' determination if satisfied that the determination was erroneous, inconsistent with this chapter, or with applicable rules, regulations or grant requirements made pursuant to 33 U.S.C.A. c. 26. All determinations of the manager shall be rendered within a reasonable period of time, not to exceed ninety (90) days from the date of such hearing and shall be final.

(Ord. No. 263-96, 5-20-96; Ord. No.97-03/04, 11-17-03; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-74. Reserved.

Sec. 24-75. Volume measurements.

(a) ***Water volume measurements.*** Whenever in this article there is reference to volume of water, and the charges of such person are computed in whole or in part upon such volume of water, the use of such standard shall give the Department of Public Works the right to require any person obtaining water from sources other than the Portland Water District to install and maintain at such person's own expense water meters of a type approved by the Department of Public Works for the purpose of determining the volume of water obtained from their other sources and to report the volume of such water recorded by such meter to the Department of Public Works. Following installation, such meter shall not be removed without the written permission of the Department of Public Works.

(b) ***Wastewater volume.*** Devices for measuring the volume of wastewater discharged by a commercial or industrial user may be required by the Department of Public Works if these volumes cannot be determined from the water volume records. Any person who is a commercial or industrial user may, at his option, install devices approved by the Department of Public Works for the metering of wastewater and may have the charges based upon the volume of wastewater rather than upon water volume. All metering devices for determining the volume of wastewater shall be installed, owned and maintained by the person to be charged. Following approval and

installation, such meters may not be removed without the consent of the Department of Public Works and may be read by the Department of Public Works at all reasonable times.

(c) **Submetering of water volume.** Any person who feels that recorded water records are not a reliable index of his discharge volume may install an additional water meter of a type approved by the Department of Public Works to measure the volume of water which can be shown not to enter the sewerage system. The person installing such a meter shall immediately notify the Department of Public Works of such installation and shall be responsible to the Department of Public Works for reporting meter readings once every month. Such person shall be credited with the volume charges for the volume shown by such meter, which meter shall be accessible for reading by the city or its agents at all reasonable times.

(d) **Review.** Any person subject to charges under this article may make a written request for review of such charges by the city manager as provided in section 1-16 of this Code. The city manager may review and modify such charges, to the extent that justice requires, upon affirmative proof by such person that:

- (1) The volume of metered water consumed exceeds the volume of wastewater generated by the unit;
- (2) The difference between the volume of water and of wastewater exceeds ten (10) percent of the metered water measurement;
- (3) The amount of the difference can be established to a substantial certainty by reliable tests or is documented by reliable sources prepared for purposes unconnected with wastewater disposal; and
- (4) Measurement by the measuring devices provided for in the preceding subsections is impossible or impractical.

(Ord. No. 263-96, 5-20-96; Ord. No. 37-09/10, 8-17-09; Ord. 108-15/16, 11-16-2015; Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-76. Assessments.

(a) **Lien.** All assessments upon a parcel of land made under this article shall create a lien for the benefit of the city.

(b) **Reserved.**

(Ord. No. 263-96, 5-20-96)

Cross reference(s)--Uniform procedure for collecting assessments, § 1-16.

Sec. 24-77. Violations.

Any person violating the provisions of this article, other than the requirement of payment of charges or assessments, shall be guilty of an offense.

(Ord. No. 263-96, 5-20-96)

ARTICLE V. STORMWATER SERVICE CHARGES

Sec. 24-80. Purpose; Stormwater Service.

Stormwater services assist the city in meeting the regulatory obligations imposed by national pollutant discharge elimination system (NPDES) permits or other court orders or regulations promulgated from the act by reducing pollution and improving water quality within the city.

Stormwater services assist the city in protecting the public health, safety and welfare and the environment and providing stormwater services and regulation of the use thereof renders and/or results in both service and benefit to individual properties, property owners, business, citizens, and residents of the city and to all properties, property owners, businesses, citizens, and residents of the city concurrently and for the environment.

The area of impervious surface on each property is the most important factor influencing the cost of providing stormwater services by the city or to be provided by the city in the future, and the area of impervious surfaces on each property is therefore the most appropriate parameter for calculating a periodic stormwater service charge.

The City of Portland presently owns and operates storm sewers, combined sewers, and the stormwater drainage system, which have been developed over many years. The future usefulness of those existing services owned and operated by the city, and of additions and improvements thereto, rests on the ability of the city to effectively manage, protect, control, regulate, use, and enhance stormwater services in the city with the management of other water resources in the city. In order to do so, the city must have adequate and stable funding for its stormwater service operating

needs and capital program.

Stormwater services are needed throughout the city because many of those areas are developed. While specific service and facility demands may differ from area to area at any given point in time, a stormwater service area encompassing all lands and water bodies within the city is consistent with the present and future needs of the community.

The provision of stormwater services in the city promotes an essential regulatory purpose by influencing where stormwater runoff flows and how it is managed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff.

By mitigating the impact of stormwater runoff from developed properties, stormwater services provided by the city help minimize damage that would subject a parcel owner to civil liability.

The city council is responsible for the protection and preservation of the public health, safety, and welfare of the community, and the environment and finds that it is in the best interest of the health, safety, and welfare of the citizens of the city and the community at large and the environment to provide stormwater services accounted for in the city budget as a separate enterprise fund dedicated solely to the provision of stormwater services and to institute funding methods associated therewith.

In order to fully recover the cost of providing stormwater services a stormwater service charge is the most fair and reasonable means of apportioning the cost among developed land throughout the city.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-81. Definitions.

Unless the context specifically provides otherwise, the meanings of terms used in this article shall be as follows:

Credit shall mean a conditional reduction in the amount of a stormwater service charge to developed land based on the provision and continuing presence of an effectively maintained and operational approved on-site stormwater system or facility or other service or activity that reduces the cost of providing service.

Developed land shall mean property altered from its natural state by construction or installation of more than 400 square feet

of impervious surfaces as defined in this chapter.

Exemption shall mean not applying to, or removing the application of the stormwater service charge from, a property. No permanent exemption shall be granted based on taxable or non-taxable status or economic status of the property owner.

Impervious surfaces are those areas that prevent or impede the infiltration of stormwater into the soil as it entered in natural conditions prior to development. Impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, compacted gravel surfaces, awnings and other fabric or plastic coverings, and other surfaces that prevent or impede the natural infiltration of stormwater runoff which existed prior to development.

Undeveloped land shall mean land in its unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have less than or equal to 400 square feet of impervious surfaces as defined in this chapter consisting of limited pavement, asphalt, or compacted dirt or gravel surfaces or structures which create an impervious surface that would prevent infiltration of stormwater or cause stormwater to collect, concentrate, or flow in a manner materially different than that which would occur naturally.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-82. Authority and Establishment of the Stormwater Fund.

(a) Under the authority of the Maine Constitution, Article VIII, and Title 30-A M.R.S. § 3001, the city hereby establishes the stormwater service charge to fund stormwater services within the city. Such stormwater charges shall be maintained and accounted for separately in accordance with generally accepted accounting principles as determined by the city's finance director.

(b) Charges made under this article shall be used for the following purposes:

To defray the current expenses of stormwater services and a portion of the current expenses of the combined sewer system attributable to providing stormwater service;

To pay the interest and repay the principal on any

outstanding or future indebtedness of the city for construction of the storm drainage system and a portion of the combined sewer systems heretofore or hereafter constructed within the city similarly attributable to providing stormwater service;

To reimburse the city for the cost of computation, billing, and enforcement of such charges.

(c) The city manager will designate appropriate Department of Public Works management and other personnel, including support as needed of personnel from other city departments such as finance, to provide stormwater services and to collect and account for the stormwater service charge imposed hereunder.
(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-83. Exemptions.

Exemptions from stormwater charges established under this article are not allowed, except as provided in this section. Exemptions shall be allowed for:

(a) All roads owned or maintained by the State of Maine, including the Maine Turnpike; and all accepted City roads and all roads maintained by the City; all private roads and ways serving more than two dwelling or structures, but not driveways; all public pedestrian walkways. However, parking lots, buildings, or other developed land within the right-of-ways shall not be exempt from storm water service charges;

(b) Undeveloped land;

(c) Railroad rights-of-way (tracks). However, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from storm water service charges;

(d) Airport runways, taxiways and aprons upon which public and private aircraft operate;

(e) With the exception of Peaks Island, all islands are exempted from the fee due to the limited services provided to the islands; and

(f) All City-owned land, buildings and other real property.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 217-17/18, 7-1-2018)

Sec. 24-84. Stormwater Service Charge.

(a) There is levied upon all developed land stormwater service charges for the cost of providing stormwater services. All developed land shall be charged seven dollars and seventy-five cents (\$7.75) per month per one thousand two hundred (1,200) square feet of impervious surface area, rounded to the nearest one thousand two hundred (1,200) square feet of impervious surface area.

(b) The basis for this charge is the measured amount of impervious surface area on the developed land as determined by the city. This measured area may be updated from time to time at the discretion of the Department of Public Works upon evidence of impervious surface area change or the availability of updated or more accurate information.

(c) Fees collected hereunder to fund stormwater services can also be supplemented by other revenues available to the city, including but not limited to state, federal, general and special city funds, and private grants and loans.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016; Ord. No. 217-17/18, 7-1-2018; Ord. No. 79-20/21, 9-21-2020; Ord. No. 256-20/21, 6-7-2021; Ord. 256-21/22, 7-1-2022; Ord. 221-22/23, 7-17-2023)

Sec. 24-85. Credits

(a) Owners of developed land may apply for and receive a voluntary stormwater service charge credit for approved stormwater credit systems or facilities. The director of the Department of Public Works or his/her designee shall determine such approved stormwater systems and facilities and stormwater service charge credit amounts based on the technical requirements, design and performance standards contained in the city's stormwater credits manual, to be adopted by the director of the Department of Public Works pursuant to this ordinance, as it may be updated or amended from time to time.

(b) It is the responsibility of the record owner to initiate and apply in writing for stormwater service charge credits, and to provide all necessary information with a letter requesting the credit. The department of Public Works is not responsible for initiating a credit application, performing engineering calculations, or otherwise assisting in the preparation of a

request for a credit. Credits will only be applied if the requirements outlined in the city's stormwater credit manual are met including but not limited to completion of on-going maintenance, guaranteed right-of-entry for inspection, and submittal of annual self-certification reports or other required reports as required per ordinance and rule.

(c) Credits will be applied to the stormwater service charge while stormwater facilities or management practices are functioning as approved by the city. If the approved practice or facility is not functioning as approved, or is terminated, the credit will be cancelled. Once the credit has been cancelled, the customer must reapply for the credit.

(d) The department of Public Works will only review complete credit requests. If approved, the credit will be applied to the first bill issued 30 days after the approval. Credits may be made retroactive, one calendar year from the date of the first billing period of the charge.

(e) A credit of up to one hundred percent (100%) of the stormwater service charge may be approved.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-86. Billing.

(a) All charges under this article shall be sent to the record owner of a given property. The record owner may request, subject to the approval of the director of the Department of Public Works, that the full charge be billed to the owner's designated tenant. The director may direct billing to the tenant of the property if the tenant is currently billed for water and sanitary sewer charges. The record owner shall be liable for payment even if the stormwater service charges are billed to the tenant of the property.

(b) Condominiums shall have the full charge for the developed land equally divided among all condominium owners of developed land. The condominium owners may appeal the director in writing to adjust the fraction of the charge applied to each condominium owner. The director will require signed confirmation from each condominium owner of developed land that they approve the adjustment to the fraction of the charge applied.

(c) Bills shall contain an amount for stormwater service user charges, and if delinquent, as provided in section 1-16 of this Code, shall include charges for interest to be computed in the same

manner as provided for real estate taxes and such delinquency may be collected by a civil action against the owner and/or may result in a lien being placed on the property as specified in section 24-88.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-87. Right of appeal and adjustments.

(a) A record owner may request review of the amount of the stormwater service charge imposed on such owner by written request to the director of the Department of Public Works within 30 calendar days of the date the customer receives the service charge bill.

(b) The owner must demonstrate the impervious surface area is less than the amount used in calculating the developed land's stormwater service charge. Factors that will be considered include the impervious surface area of the property.

(c) An owner must comply with all rules and procedures adopted by the director when submitting a request for appeal or adjustment of the stormwater service charge and must provide all necessary information to make a determination.

(d) The director of the Department of Public Works or his/her designee shall review the service fee and issue a determination, in writing, within 30 calendar days.

(e) With a finding that the impervious surface area is less than the amount used to calculate the developed land's stormwater service charge, the sole remedy to the owner shall be recalculation of the stormwater service charge based on the corrected impervious surface area. A finding that the impervious surface area is not less than the amount used to calculate the developed land's stormwater service charge shall be conclusive with respect to that property and shall remain effective unless the owner changes the impervious surface area of the property.

(f) An owner may appeal the director of the Department of Public Works decision to the city manager or his/her designee within 30 days of the date of the decision. An owner may appeal a decision of the manager to a court of competent jurisdiction pursuant to the applicable Rules of Civil Procedure.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-88. Right of enforcement and violations.

(a) The director of the Department of Public Works or his/her designee is the enforcement authority who shall administer, implement, and enforce the provisions of this article.

(b) It shall be unlawful for any person to violate or to fail to comply with the requirements of this article or its fees. Whenever the enforcement authority believes that a person has violated this article, the enforcement authority may enforce this article in accordance with 30-A M.R.S.A. § 4452.

(c) Any person who violates this article may also be subject to fines, penalties and orders for injunctive relief and shall be responsible for the city's attorneys' fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this article also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and state environmental laws and regulations caused by or related to that person's violation of this section; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(d) Without limiting the foregoing, failure to comply with this article may also be enforced as a nuisance and be subject to an abatement action, in addition to, or alternatively to, the enforcement actions described above.

(e) **Consent agreement.** The enforcement authority, with the approval of corporation counsel and the city manager, may enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(f) Delinquent fees. Any owner that fails to pay the stormwater service charge when due shall be responsible for the amount of the unpaid service charge, interest on the unpaid amount, and attorneys' fees and other costs of collection. To the extent permitted by law, the fee, when overdue, including interest and penalties, is a lien on real property and may be collected in the same manner as a sewer user lien pursuant to state law. Delinquent amounts may also be collected by a civil action against the person. (Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-89. Limitation of liability.

This article shall not be interpreted to mean that property subject to the charges established herein will always (or at any time) be free from stormwater flooding or flood damage, or that stormwater drainage systems capable of handling all storm events can be cost-effectively constructed, operated or maintained. Therefore the following limitations on liability, in addition to any other limitations or immunities existing in law, are set forth:

(1) It is the express intent of the city that this article will protect the public health, safety and welfare of properties and persons in general. However, this ordinance does not create any special duty or relationship with any individual person or specific property either within or outside the service area.

(2) The city shall not be held liable for flood damage or assessing and removing pollution sources, and reserves the right to assert all available immunities and defenses in any action seeking monetary compensation from the city, or its officers, agents or employees for alleged damages arising from alleged failure or breach of duties or relationship as may now exist or hereafter be created.

(3) The issuance of any permit, plan approval or inspection shall not constitute a warranty, express or implied, nor shall it afford the basis for any action seeking the imposition of monetary damages against the city or its officers, employees or agents.

(4) Operation of stormwater drainage systems located on private property or public property not owned by the city and for which there has been no public dedication of such systems and facilities for operation, maintenance and/or improvements of the system, shall be the legal responsibility of the property owner, except as may be affected by the laws of the State of Maine and the United States of America.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-90. Severability.

Each section of this ordinance is severable from all other sections. If any part of this ordinance is deemed invalid by a court or competent jurisdiction, remaining portions of the ordinance shall not be affected and shall continue in full force.

Whenever this ordinance conflicts with any other ordinance of the city, State of Maine, or federal government, the stricter standard shall apply, except as limited by state or federal law.

(Ord. 129-14/15, 1-21-2015, Effective 1-1-2016)

Sec. 24-91.	Reserved.
Sec. 24-92.	Reserved.
Sec. 24-93.	Reserved.
Sec. 24-94.	Reserved.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 6
RE: BIRD FRIENDLY BUILDING AND DESIGN REQUIREMENTS**

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

*1. That the Sections 6-185 TO 6-189 of the Portland City Code
Chapter 9 are hereby amended to read as follows:*

Chapter 6— BUILDINGS AND BUILDING REGULATIONS*

Art. I. In General, §§ 6-1--6-15

...

Art. VII. Green Building Code, §§ 6-165 - - 6-177

Art. VII-A. Bird Friendly Building and Design Requirements §§
6-185--6-189

Art. VIII. Property Assessed Clean Energy, §§ 6-190--6-199

Div. 1. Property Assessed Clean Energy, §§ 6-190-6-194

**Div. 2. Commercial Property Assessed Clean Energy §§ 6-195--
6-199**

Art. IX. Disorderly Houses, §§ 6-200-6-204

Art. X. Energy Benchmarking, §§6-205-6-218

Art. XI. Tenant Housing Rights, §§6-219-6-229

Art. XII. Rent Control and Tenant Protections, §§6-230-6-244

Art. XIII. Rent Board, §§6-250-6-263

ARTICLE VII-A. BIRD FRIENDLY BUILDING AND DESIGN REQUIREMENTS

Sec. 6-185.—~~Reserved.~~ Purpose.

The purpose of the Bird Friendly Building and Design
Requirements contained in this Article is to reduce bird mortality
from windows or other specific building features known to increase
the risk of bird collisions.

Sec. 6-186.——~~Reserved.~~ Definitions.

The following words and phrases shall be defined as set forth below for use in this article.

Bird Friendly Material shall mean a material or assembly that has, or has been treated to have, a maximum threat factor of 30 in accordance with:

- (a) The American Bird Conservancy Bird Collision Deterrence Material Threat Factor Reference Standard; or
- (b) The American Bird Conservancy Bird-friendly Materials Evaluation Program at Carnegie Museum's Avian Research Center test protocol; or
- (c) With a relevant American Society for Testing and Materials (ASTM) standard.

Threat Factor shall mean a measure of a bird's ability to see and avoid a building material. Threat Factor (TF) is determined by a number ranging between 1 and 100 that indicates the relative effectiveness of materials or assemblies typically used in reducing bird collisions. A TF of 1 represents least threatening and a TF of 100 represents most threatening.

Sec. 6-187.——~~Reserved.~~ Applicability.

The bird friendly requirements [set forth in this article](#) shall apply to the following types of projects:

- (a) New construction or additions greater than 10,000 SF in floor area; and
- (b) Alterations to buildings greater than 10,000 SF in floor area in which at least 50% of the building's exterior glazing is being replaced within a period of three-years.

Sec. 6-188.——~~Reserved.~~ Exemptions.

The bird friendly requirements shall not apply to the following:

- (a) Residential buildings. However, the requirements shall apply to hotel and motel projects.
- (b) Operable sash windows such as single-hung, double-hung, casement, awning, sliders, and tilt turns.
- (c) Locally Designated Historic Landmarks and designated contributing buildings in historic districts. However, the requirements shall apply to additions in accordance with Sec. 6-187(a), to locally designated historic landmarks and designated contributing buildings in historic districts.
- (d) Glazing on the ground floor for retail storefronts or food and beverage uses including bars and restaurants.

Sec. 6-189. ~~Reserved.~~ Bird Friendly requirements.

(a) Building facades up to 75 feet above grade. Building facades, and any associated openings, shall be constructed with bird friendly materials up to 75 feet above grade. Other materials may be used to the extent that they do not exceed an aggregate of 10 square feet within any 10 feet by 10 feet square area of building facade below 75 feet above grade.

(b) Bird Hazard Installations. Bird hazard installations are architectural features that provide a clear line of sight on the exterior of buildings including but not limited to, skywalks, awnings, glass railings and guards, windbreak/windscreen panels, acoustic barriers, and glass fins greater than 10 inches from the face of the facade. Bird hazard installations on the exterior of a building shall be constructed of bird friendly materials regardless of their height above grade.

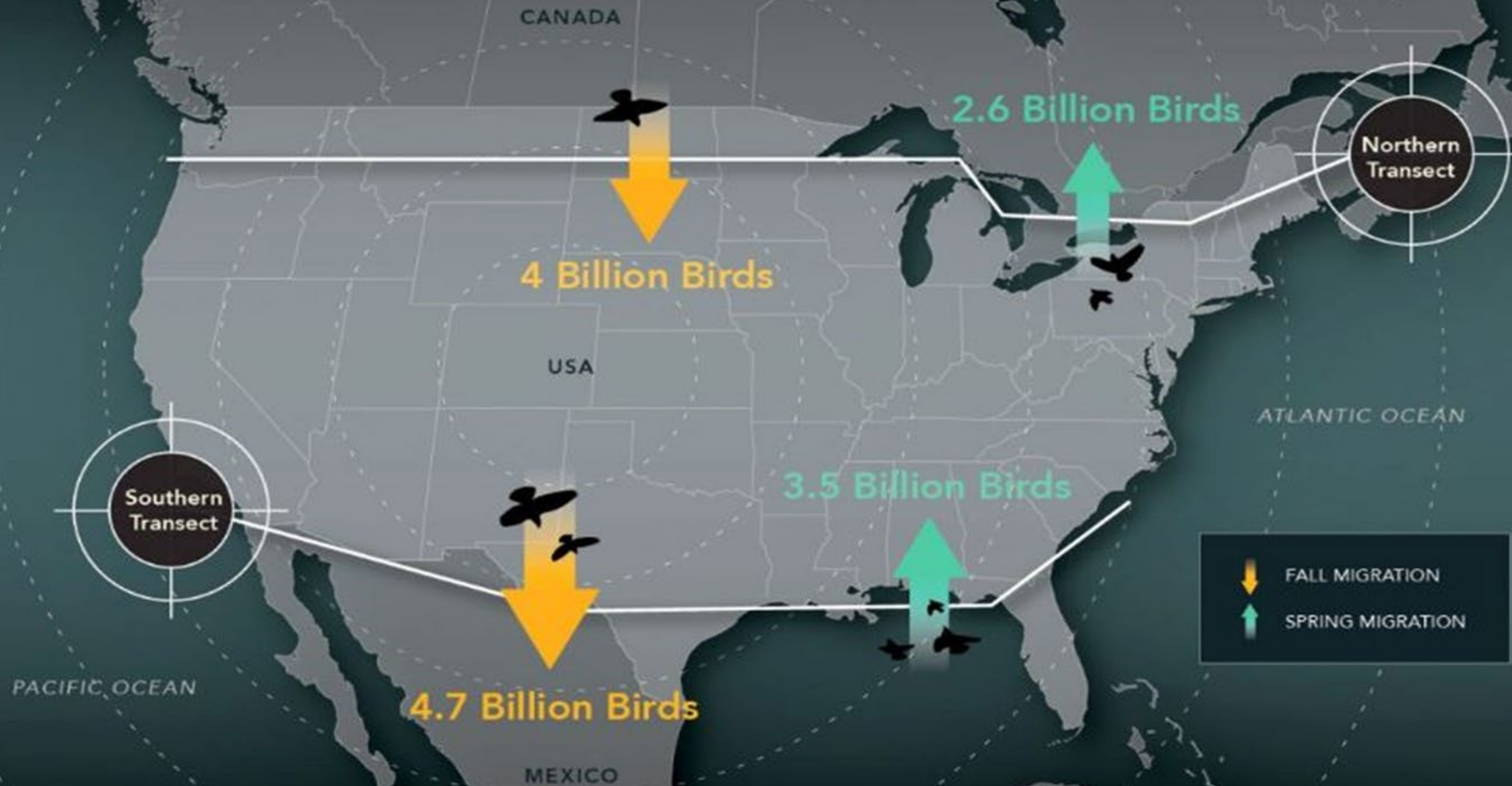
(c) Fly-through Conditions. Fly-through building elements, meaning one or more panels of glass that provide a clear line of sight creating the illusion of a void leading to the other side, including parallel glass elements, at a distance of 17 feet or less, or all glass within fifteen feet of a building corner shall

be constructed with bird friendly materials up to 75 feet above grade.

(d) *Adjacent to Green Roofs.* Building facades, and any associated openings, adjacent to a green roof on the same building shall be constructed with bird friendly materials up to 12 feet above the horizontal surface of the green roof.



AVIAN AIRSPACE TRAFFIC









Top Threats to Birds (U.S. only. Ordered by Median Estimate of Bird Mortality Annually. As of 2017.)

Hazard/Type	Min Range	Max Range	Median/Avg. Estimated
Collision - Building Glass Loss et al. 2014a	365,000,000	988,000,000	599,000,000







THURGOOD
MARSHALL
FEDERAL
JUDICIARY
BUILDING

1992









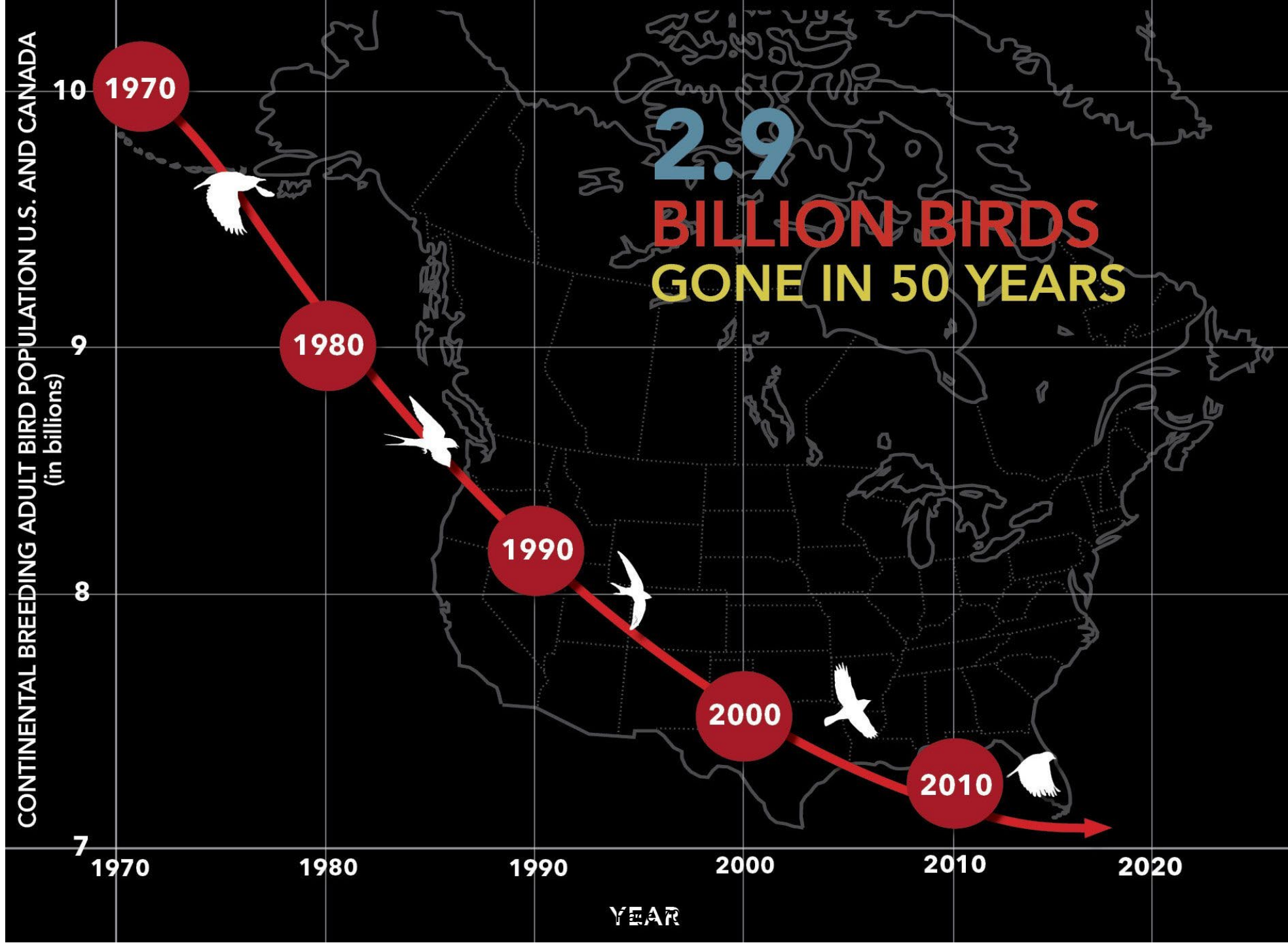






In Portland: between 40,000 and 50,000 individual birds per year





Audubon lauds MEMIC's bird safety efforts

NOVEMBER 20, 2023 | MEMIC IN THE NEWS



(PORTLAND, ME) – A leading state environmental group is recognizing efforts taken to reduce the incidence of birds striking its headquarters building on Portland's waterfront.



Pending Legislation Could Require Bird-Friendly Glazing in Many D.C. Buildings

Posted on February 7, 2023 by Joshua Huff

By October of next year, bird-friendly glazing might be a requirement on certain buildings in Washington, D.C.

Five D.C. council members introduced the *Migratory Local Wildlife Protection Act of 2022* to the D.C. Council on March 14, 2022. Mayor Muriel Bowser signed the bill on Jan. 26, 2023. It now goes to the U.S. House of Representatives and the U.S. Senate for 30 days before becoming law.

News

New York City Passes a Landmark Bill to Make More Buildings Bird-Friendly

By a vote of 43-3, the City Council approved that all new construction must use materials that prevent avian fatalities.

Portland Draft Bird Safe Ordinance Process

- **April 2022** – BirdSafe Maine is asked to present our work to the City Council’s Sustainability and Transportation Committee and is encourage to pursue an ordinance;
- **June 2022** – Maine Law extern Lee Foden joins Maine Audubon to study national ordinances;
- **July / August 2022** – PSA and Maine Audubon convene small group of representatives of the for initial discussions about a draft;
- **October 2022** – PSA convenes group of 20+ architects and builders in Portland to discuss issue and ordinance;
- **Winter 2022/23** – Draft ordinance with City of Portland;
- **Summer 2023** – Edits from City and from S&T Committee;
- **September 2023** – S&T Committee Vote In Favor of moving to City Council;
- **November 2023** – Election;
- **April 2024** – Today

ARTICLE VII-A. Bird Friendly Building and Design Requirements

Sec. 6-185. Purpose

The purpose of the Bird Friendly Building and Design Requirements contained in this Article is to reduce bird mortality from windows or other specific building features known to increase the risk of bird collisions.

Sec. 6-186. Definitions:

The following words and phrases shall be defined as set forth below for use in this article.

- (a) **BIRD FRIENDLY MATERIAL.** A material or assembly that has, or has been treated to have a maximum threat factor of 30 in accordance with:
 - (i) The American Bird Conservancy Bird Collision Deterrence Material Threat Factor Reference Standard; or
 - (ii) The American Bird Conservancy Bird-friendly Materials Evaluation Program at Carnegie Museum's Avian Research Center test protocol; or
 - (iii) With a relevant American Society for Testing and Materials (ASTM) standard.
- (b) **THREAT FACTOR.** Where the threat factor is a measure of a bird's ability to see and avoid a building material. Threat Factor (TF) is determined by a number ranging between 1 and 100 that indicates the relative effectiveness of materials or assemblies typically used in reducing bird collisions. A TF of 1 represents least threatening and a TF of 100 represents most threatening.

Sec. 6-187. Applicability.

The bird friendly requirements shall apply to the following types of projects:

- (a) New construction or additions greater than 10,000 SF in floor area; and
- (b) Alterations to buildings greater than 10,000 SF in floor area in which at least 50% of the building's exterior glazing is being replaced within a period of three-years.

Sec. 6-188. Exemptions:

The bird friendly requirements shall not apply to the following:

- (a) Residential buildings. However, the requirements shall apply to hotel and motel projects.
- (b) Operable sash windows such as single-hung, double-hung, casement, awning, sliders, and tilt turns.
- (c) Locally Designated Historic Landmarks and designated contributing buildings in historic districts. However, the requirements shall apply to additions in accordance with Sec. 6-187(a), to locally designated historic landmarks and designated contributing buildings in historic districts.
- (d) Glazing on the ground floor for retail storefronts or food and beverage uses including bars and restaurants.

Sec. 6-189. Bird Friendly requirements.

- (a) **Building facades up to 75 feet above grade:** Building facades, and any associated openings, shall be constructed with bird friendly materials up to 75 feet above grade. Other materials may be used to the extent that they do not exceed an aggregate of 10 square feet within any 10 feet by 10 feet square area of building facade below 75 feet above grade.
- (b) **Bird Hazard Installations:** Bird hazard installations are architectural features that provide a clear line of sight on the exterior of buildings including but not limited to, skywalks, awnings, glass railings and guards, windbreak/windscreen panels, acoustic barriers, and glass fins greater than 10 inches from the face of the facade. Bird hazard installations on the exterior of a building shall be constructed of bird friendly materials regardless of their height above grade.
- (c) **Fly-through Conditions:** Fly-through building elements, meaning one or more panels of glass that provide a clear line of sight creating the illusion of a void leading to the other side, including parallel glass elements, at a distance of 17 feet or less, or all glass within fifteen feet of a building corner shall be constructed with bird friendly materials up to 75 feet above grade.
- (d) **Adjacent to Green Roofs:** Building facades, and any associated openings, adjacent to a green roof on the same building shall be constructed with bird friendly materials up to 12 feet above the horizontal surface of the green roof.









Existing Bird-Safe Building and Design Law – Spreadsheet

BY STATE:

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
CALIFORNIA									
San Francisco, CA	2011	San Francisco Planning Code	New construction of: location-related hazards ¹ : 90% of the bird collision zone ; feature-related hazards ² : 100%	mandatory bird-safe glazing	Bird collision zone ³ = at grade → 60 ft above grade, glass facades directly adjacent to landscaped roofs, extending upwards 60ft from the landscaped roof.	N/A	Bird safe glazing: may include, but is not limited to, fritting, netting, permanent stencils, frosted glass, exterior screens, physical grids placed on the exterior of glazing or UV patterns visible to birds. Elements of pattern visible to birds must follow the two-by-four rule ⁴ .	Historical buildings and residential buildings within the R-District that are less than 45ft tall	N/A
Oakland, CA	2013	Oakland Building Code	new construction of: a location-related hazard <u>AND</u> feature-related hazard (both required to trigger regulation)	mandatory bird friendly glazing	90% of all windows and glass: at grade → 60 ft above the ground	N/A	Bird friendly glazing treatment: opaque glass, patterned glass, fenestration patterns, external screens, decorative grilles, screens, nettings, awnings, overhangs, sunshades, or the installation of opaque or patterned window film. Elements of pattern visible to birds must follow the two-by-four rule.	No expressly written exceptions.	bird collision reduction plan required

¹ Location-related hazard: buildings located inside of open spaces dominated by vegetation, wetlands, or open waters, and any building within 300 feet from Urban Bird Refuge, which is an area created for zoning purposes consisting of open water, inland waterbodies greater than 2 acres in size, open spaces greater than 2 acres in size, and shoreline.

² Feature-related hazard: free-standing glass walls, wind barriers, skywalks, balconies, and greenhouses on rooftops surrounded by unbroken glazed glass

³ Bird collision zone: the portion of buildings most likely to sustain bird-strikes from local and migrant birds

⁴ Elements of the patterns must be at least one-eighth (1/8) inch tall and separated no more than two (2) inches vertically, at least one-quarter (1/4) inch wide and separated by no more than four (4) inches horizontally, or both.

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Sunnyvale, CA	2014	“adopted by the Sunnyvale City Council”	Construction projects: option 1: within 300ft of water, immediately adjacent to a landscaped area, open space, or a park; option 2: all other locations.	Voluntary bird safe guidelines	Option 1: First 60ft of a building: minimize reflective surfaces; option 2: avoid construction of glass feature-hazards.	N/A	minimize reflective surfaces: using glass with low reflectivity, awnings, and sunshades, opaque, fritted, or etched glass, soil berms, furniture, and landscaping to prevent reflection of water in glass, angled glass to avoid reflecting the sky, avoid use of glass near green roofs, and avoid construction of skyways and freestanding glass walls	(guidelines are voluntary, so exceptions aren’t necessary)	Each option <i>should</i> include collision monitoring efforts
Richmond, CA	2016	Richmond Municipal Code	New construction of: feature-related hazards ⁵ : 100% <u>OR</u> new construction of a location-related hazard that’s at least two stories tall, with a floor area of at least 10,000sq ft: 80% of the bird collision zone	Mandatory bird-safe glazing treatment	Bird collision zone: at grade → 60 ft above grade, glass facades directly adjacent to landscaped roofs (2 acres or larger in area), extending upwards 60ft from the landscaped roof.	N/A	Bird-safe glazing treatment: may include, but is not limited to, fritting, netting, permanent stencils, frosted glass, exterior screens, physical grids placed on the exterior of glazing, or UV patterns visible to birds. Elements of pattern visible to birds must follow the two-by-four rule.	historic buildings, city landmarks, buildings within designated historic districts, residential buildings that are less than 45 feet in height and have an exposed façade comprised of less than 50% glass	Residential buildings, less than 45 feet tall with a façade that is more than 50% glass requires bird-safe glazing treatments for 90% of 24 sq ft (or larger) unbroken glazed segments.

⁵ Richmond’s definition of feature-related hazard differs slightly from San Francisco’s; here, feature-related hazards include free-standing glass walls over 15 feet in height and 30 feet in length, glass wind barriers, skywalks, and greenhouses on rooftops that have unbroken glass segments of at least 24 square feet.

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
San José, CA	2016	Riparian Corridor Protection and Bird-Safe Design Policy	construction projects (requiring permit) within 300ft of the Riparian Corridor ⁶ : with 50% or more glazed exterior surface AND any façade within 15 feet of a green roof (including green roofs adjacent to façade)	Mandatory bird friendly glazing treatment and prohibited use of mirrored glass	No height regulation: regulation is uniform from the ground floor to the top of structure; all fly-through conditions ⁷ (even if façade doesn't warrant regulation)	N/A	Bird-safe glazing treatment: may include, but is not limited to, fritting, netting, permanent stencils, frosted glass, exterior screens, physical grids placed on the exterior of glazing, or UV patterns visible to birds. Elements of pattern visible to birds must follow the two-by-four rule. Further techniques constituting bird-safe glazing treatment are outlined in the glossary of the policy.	No expressly written exceptions; it is worth noting that the bulk of San José's construction it outside 300ft of the Riparian Corridor, and therefore, goes completely unregulated	Regulation becomes guideline (voluntary) for construction projects outside 300ft of the Riparian Corridor
Menlo Park, CA	2016	Menlo Park Municipal Code: green and sustainable building section of the residential and mixed-use chapter of the zoning title	New construction: 90% of exterior façade requires bird friendly glazing; new construction <i>should not</i> obstruct the potential funneling of flight paths	Mandatory bird friendly glazing; prohibition of transparent glass at roofline	90% of exterior must be treated with bird friendly glazing; out of remaining 10%, transparent glass cannot be used at a roofline	N/A	bird friendly glazing: may include but it not limited to, opaque glass, covering the outside surface of clear glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over nonreflective glass	site-specific evaluation from a qualified biologist could earn exemption	standards are meant to aid birds AND decrease hardship associated with watching a bird strike your window or disposing of the dead bird beside your building after it has struck the window

⁶ San José has more than 30 streams that form approximately 136 miles of Riparian Corridors. For our purposes, the Riparian Corridor is land north of Highway 237 in San José.

⁷ Fly-through conditions: glass that is less than 30 feet apart with visible foliage on either side of the panes, providing a clear line of sight through such glass and creating the illusion of a void leading to the other side.

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Mountain View, CA	2017	North Bayshore Precise Plan	New construction and major renovations, which include building additions and alterations	Standards: mandatory bird friendly glazing treatment	90% of façade, between ground and 60ft above the ground	N/A	Bird friendly glazing treatment: may include, but is not limited to, the use of opaque glass, the covering of clear glass surface with patterns, the use of paned glass with fenestration patterns, and the use of external screens over non-reflective glass.	site-specific evaluation from a qualified biologist could earn exemption	In addition to standards, plan includes voluntary, but encouraged, guidelines
Santa Cruz, CA	2018	Santa Cruz General Plan	Projects requiring design review by the planning commission that are near an open waterway, or any natural feature deemed (by zoning administrator) to require consideration of birds safety	mandatory bird friendly glazing treatment	90% of façade, between ground and 40ft above the ground	N/A	Bird friendly glazing treatment must include at least one of the following: bird safe glass approved for use by the American Bird Conservancy (ABC) ⁸ , fritted windows, patterned windows, UV pattern film, window nets, window screens, any ABC approved product, or other design measure (approved by the zoning administrator) that has been identified and validated as providing adequate bird protections. Elements of pattern visible to birds must follow the two-by-four rule.	First floor windows which require glazing, and with approval from the zoning administrator, historic buildings	

⁸ The ABC uses threat factors to indicate the relative ability of materials to reduce collisions. Products with lower threat factors are considered more effective at preventing collisions. A threat factor of 30 should reduce collisions by at least 50% and is ABC's upper threshold for categorizing materials as bird friendly.

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Alameda, CA	2018	Alameda Municipal Code	Window replacement and new construction of: buildings taller than 35ft with, at least, one façade made of, at least, 50% glass; new and replaced transparent glass walls	mandatory bird-friendly glazing	90% of the façade, and 100% of freestanding glass structure; No height regulation: regulation is uniform from the ground floor to the top of structure	N/A	Bird-friendly glazing: external screens, light colored blinds or curtains, opaque glass, patterned incorporated into the glass, and/or UV pattern reflective glass. Elements of pattern visible to birds must follow the two-by-four rule. Possible design and operational solutions: layering/recessing of glazed surfaces, angled or faceted glazing, louvres, overhangs and awnings, glass block, bird netting, decorative grilles, glass embedded with photovoltaic cells, strategic placement of landscaping	Historic structures, ground floor commercial storefronts directly fronting a public street, alley, or sidewalk	Alternative compliance: applicant may propose alternative measures following a bird collision reduction plan, which shall be prepared by a qualified biologist.

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Emeryville, CA	2020	Emeryville Municipal Code	New construction; window replacement; new or replacement glass structures; glass <i>near</i> plants or water features	mandatory bird safe glazing	90% of the façade, and 100% of glass structure and glass near plants or water features; no height regulation: regulation is uniform from the ground floor to the top of structure	N/A	Bird-friendly glazing: external screens, light colored blinds or curtains, opaque glass, patterned incorporated into the glass, and/or UV pattern reflective glass. Elements of pattern visible to birds must follow the two-by-four rule. Possible design and operational solutions: layering/recessing of glazed surfaces, angled or faceted glazing, louvres, overhangs and awnings, glass block, bird netting, decorative grilles, glass embedded with photovoltaic cells, strategic placement of landscaping	No expressly written exceptions.	No value/unit of measure to determine “near”

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Cupertino, CA	2021	Cupertino Municipal Code	New construction; complete or partial remodel; new or replacement glass windows, doors, or features	“acceptable bird-safe treatments” created and updated by the Planning Division, and Required Bird Safe Design	90% of façade, between ground and 60ft above the ground; 95% of the glazing above 60ft above the ground.	N/A	Bird safe treatment: may include but it not limited to, opaque glass, window muntins, exterior insect screens, exterior netting, or special glass treatments such as fritting to provide visual cues and reduce the likelihood of bird collisions; bird Safe Design: avoid the funneling of flight paths along buildings or trees towards a building façade, avoid use of highly reflective glass or highly transparent glass, and not include skyways or walkways, balconies, freestanding walls, or building corners made of untreated glass or other transparent materials, or any other design elements that are untreated and through which trees, landscape areas, water features or the sky are visible from the exterior or from one side of the transparent element to the other.	Historic structures, ground floor commercial storefronts	Alternate compliance: applicants may propose alternatives, to decrease bird collisions, recommended by a qualified biologist and peer-reviewed by a third-party consultant, and approved by the director of community development

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Berkeley, CA <u>proposed</u>	2019	Berkeley Municipal Code	Window replacement and new construction of: at least two-stories-tall with, at least, one façade made of, at least, 50% glass; new and replaced structures containing transparent glass walls		90% of the façade or freestanding glass structure; No height regulation: regulation is uniform from the ground floor to the top of structure	N/A	Bird-friendly glazing: external screens, light colored blinds or curtains, opaque glass, patterned incorporated into the glass, and/or UV pattern reflective glass. Elements of pattern visible to birds must follow the two-by-four rule. Possible design and operational solutions: layering/recessing of glazed surfaces, angled or faceted glazing, louvres, overhangs and awnings, glass block, bird netting, decorative grilles, glass embedded with photovoltaic cells, strategic placement of landscaping	Historic structures, ground floor commercial storefronts directly fronting a public street, alley, or sidewalk	Alternative compliance: applicant may propose alternative measures following a bird collision reduction plan, which shall be prepared by a qualified biologist.
ILLINOIS									
Chicago, IL	2020	Chicago City Council passed Ordinance 02020-136 which allowed the Department of Planning and Development to amend the Chicago Sustainable Development Policy (“the policy”) to provide greater priority to bird protection strategies. The policy works off a point system, so the implementation of bird protection strategies would be worth more points, which would incentivize builders to implement bird safe design and building to gain enough points to certify their projects as sustainable. Although the ordinance passed in 2020, the policy has not been updated, meaning the 2016 policy determines the priority of implementing bird protections in applicable projects. The 2016 policy includes “basic” and “enhanced” protections (<i>below</i>). The discussion about how to amend the Chicago Sustainable Development Policy is ongoing. The Department of Planning and Development hopes to implement an amended policy in 2023.							

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
	2016	Chicago sustainable development policy: Basic bird protection	New construction and major renovations receiving financial assistance	Bird friendly construction of high-risk features required;	Medium hazard zone: facades higher than 60ft above grade. High hazard area: at grade → 60 ft above grade, facades up to 16ft above roof gardens and landscaped decks	<u>Building collision threat factor</u> : Medium Hazard zone and high-risk features: 30 High hazard area: 15	Building collision threat factor: calculation based on the threat factor of material that makes up facades of zone, <i>further description and equations provided in LEED Bird Collision Deterrence Pilot Credit at the end of this document</i> ; high-risk features: fly-through conditions, glass railings, awnings, windscreen panels, acoustic barriers, skywalks, bus shelters, guard shelters, and exterior decorative panels;	Applicants can gather enough points from alternative parts of the plan, and bypass bird safe regulations entirely, and still earn sustainable certification. To remedy this issue, ordinance 02019-320 was proposed in 2019. Ordinance 02019-320 would have required all new construction and renovation to comply with bird friendly design regulations (with some small exceptions). Ordinance 02019-320 lost momentum and was replaced with Ordinance 02020-136 (above).	
	2016	Chicago sustainable development policy: Enhanced bird protection	Enhanced bird protection required compliance with the Bird Collision Deterrence LEED certification, as outline later in this spreadsheet.						

	Year	Location of Regulation	Applicability	Regulation	Façade Applicability	Threat Factor?	Clarification . . .	Exceptions	Other
Illinois (statewide)	2020	Public Act 102-0119, § 405-317	State-owned buildings: new construction or, at least a 50% alteration of pre-existing structure	Facades treated to preclude bird collisions without completely obscuring vision; prohibition of transparent passageways and corners	90%: at grade → 40 ft above grade; 60%: above 40ft above grade; glass adjacent to vegetation, water, and other bird attractants	N/A	Treatment to preclude bird collisions without completely obscuring vision: use secondary facades, ultraviolet patterned glass, patterns following the two-by-four rule, opaque, etched, frosted or translucent glass or some combinations of these methods	historic places, executive mansion, Illinois Supreme Court Building, Old State Capitol Building, Abraham Lincoln Presidential Library and Museum, State Capital Building	Retrofit caveat: if the use of the required building materials and design features would result in a significant additional cost for the project, these requirements would be waived for alterations or modifications of existing buildings
MARYLAND									
Howard County, MD	2020	Howard County Code	Construction projects requiring a building permit	Must comply with LEED Pilot Credit #55	Compliance with the Bird Collision Deterrence LEED certification is outlined at the end of this spreadsheet.				
Maryland (statewide) <u>proposed</u>	2022	Maryland Green Building Council Standards	buildings acquired, constructed, and renovated by the state; Including buildings where 50% of funding to acquire, construct, or renovate came from state funds.	If passed, this legislation would require the Department of General Services to develop and implement strategies for reducing bird fatalities and require the Department of General Services to update these required guidelines each 5 years. The strategies would match that of the LEED Bird Collision Deterrence Pilot Credit.				Public work contracts of less than \$500,000; public work contracts for which 50% or less of the funds used for the project are state funds.	Compliance with the Bird Collision Deterrence LEED certification is outlined at the end of this spreadsheet.

MINNESOTA									
Minnesota (statewide)	2009, updated in 2021	M.S.A. § 16B.325. Sustainable Building Guidelines: B3 Building Regulations: Guideline S.9	New construction and major renovations (including the replacement of glazing) of Minnesota state buildings	Prohibition of exceeding specified material threat factor, whole building threat factor (WBTF), and non-enclosure threat factor (NETF)	Traps, high risk surfaces are limited to 15% or less of façade, construction in critical sites. Use Guideline S.1 criteria to determine if the project is on a critical site.	Traps: 25 High-risk surfaces: 75 WBTF: 45 WBTF near a critical site: 15 NETF: 45	The regulation is modeled after LEED Pilot Credit #55. Traps: glass (or plexiglass) railings, walkways, and glazed surfaces that create fly-through conditions less than 20 feet across. High-risk surfaces: surfaces within 50 feet or less of attractants such as trees, shrubs, prairie, grassland, or open water (including green roofs with this type of vegetation), or glazed surfaces that create fly-through conditions more than 20 feet across.	No expressly written exceptions.	Use the B3 Guidelines Bird-Safe Design Calculator (Appendix S-9a) to determine WBTF; use the B3 Guidelines Bird-Safe Design Calculator to determine NETF for non-enclosure surfaces.
Minneapolis, MN	2016	Minneapolis Code of Ordinances	Construction of new skywalks	mandatory bird safe glazing	80% of the exterior of a skywalk	25	Skywalk: an enclosed, elevated pedestrian bridge extending from building face to building face that spans a public street, public alley, or is located within private property	No expressly written exceptions	Regulation is exclusive to skywalks

NEW YORK									
New York City, NY	2020	Local Law 15 (to amend the City of New York's administrative and building code)	New construction, building alterations that replace the entirety of the structure's glazing	Mandatory bird safe materials	90% of exterior wall envelopes between ground and 75ft above the ground; 100% of fly-through conditions between ground and 75ft above ground; 100% of bird hazard installations; 12ft above walking surface of green roof (adjacent to construction or part of construction)	25	Bird hazard installation: monolithic glazing installations that provide a clear line of sight on the exterior of buildings, including, but not limited to, glass awnings, glass handrails and guards, glass wind break panels, or glass acoustic barriers. Exterior wall envelope: A system or assembly of exterior wall components, including exterior wall finish materials, that provides protection of the building structural members, including framing and sheathing materials, and conditioned interior space, from the detrimental effects of the exterior environment. Fly-through conditions: one or more panels of glass that provide a clear line of sight through such elements creating the illusion of a void leading to the other side, including parallel glass elements, at a distance of 17 feet or less, or a convergence of glass sides creating a perpendicular, acute or obtuse corner.	When ground floor transparency is required, transparent bird friendly material with a UV-reflective pattern and a maximum threat factor of 27 will be used; when flood resistant glazing is proposed and ground floor transparency is required, transparent bird friendly material with a UV-reflective pattern and a maximum threat factor of 36 will be used.	10% of the exterior wall envelope does not require bird friendly material, that 10% cannot be aggregated to cover more than an aggregate of 10 square feet

OREGON									
Portland, OR	2020	Portland City Code	New buildings: at least 30% ⁹ glazing between ground and 60ft; major remodeling projects: altering or replacing 75% of a façade	Bird safe treatment or technique (included in Portland Bird Safe Window List)	90% of glazing between ground and 60ft above the ground; 100% of glazing within 15ft of any vegetated landscape; 100% of sky bridges/fences	N/A	Bird Safe Window List is an extensive document describing the substantive and procedural requirements for meeting bird-safe exterior glazing standards, and examples of bird-safe windows. Instead of a threat factor to determine if glazing is bird safe, techniques and strategies are offered in the Bird Safe Window List.	houses, attached houses, manufactured homes, accessory dwelling units, duplexes, attached duplexes, triplexes, historic landmarks, historic or conservation districts	
WASHINGTON, DC									
Washington, DC <u>proposed</u>	2022	Migratory Local Wildlife Protection Act of 2022	Commercial buildings, multi-unit residential buildings, institutional facilities, and district-owned and operated buildings: new construction and substantial improvement alterations involving the replacement (all or substantial) of exterior glazing	Limit of non-bird-safe materials (and therefore, requirement of bird-safe materials)	non-bird-safe materials cannot exceed an aggregate of 10 by 10 sqft area between the ground and 100ft above grade; 100% façade from green roof to 24ft above green roof; 100% of bird hazard installations (without height requirement)	30	Substantial improvement: any repair, alteration, addition, or improvement of a building or structure, the cost of which equals or exceeds 50% of the market value of the structure before the improvement or repair is started.	Historic landmarks and real property within a historic district	Act creates a fund to be administered by the mayor to provide income-contingent subsidies to assist district property owners with the cost related to complying with the bird-safe building regulation, education, and outreach

⁹ Glazing Percentage Threshold: Based on review of current literature, local studies of bird window strikes, and consultation with local and national experts, glazing in excess of 30 percent on a building is associated with higher collision risk.

WISCONSIN									
Madison, WI	2020	Madison General Ordinances (Zoning Code)	new construction and the expansion of the exterior of 10,000sqft buildings, and at any elevation: sky-bridges, glass features (sound walls, glass screens), glass railings, glass enclosed building connections (skywalks)	Bird-safe glass treatment	Between the ground and 60ft above grade: when the façade is more than 50% glass: 85%; between the ground and 60ft above grade: when the façade is less than 50% glass: 85% of 50ftx50ft; glass within 15ft of a fly-through conditions	N/A	Bird safe glass treatment incorporates a pattern of visual markers that allows birds to perceive glass as a solid object, or utilize low reflectance opaque materials, non-glass double-skin facades, metal screens, fixed solar shading, exterior insect screens, and other features that cover the glass surface. Elements of pattern visible to birds must follow the two-by-four rule.	No expressly written exceptions; it is worth noting that construction less than 10,000sqft is unregulated (besides glass features).	
OTHER									
Legislation on a federal level <u>Proposed</u>	2021	Federal Bird Safe Buildings Act of 2021	Public buildings: newly constructed, acquired, or undergoing a substantial alteration	If passed, this legislation would require the General Services Administration (GSA) to develop and implement strategies for reducing bird fatalities from collisions with public buildings. The GSA must also develop a related design guide and annually certify its active use. The design guide would be circulated to federal agencies, sub-agencies, and departments with independent leasing authority. A report of the number of bird fatalities, because of building collisions provided by the GSA is also required. This legislation does not provide terms for bird safe building; instead, the act tasks GSA with creating these exact terms.				buildings and sites on the National Register of Historic Places, the White House, the Supreme Court, the U.S. Capitol and any buildings on its grounds	Legislation has not been prioritized, has very little momentum, and is unlikely to pass.

US General Services Administration (GSA) Facilities Standards for Public Buildings	2021	P100 Facilities Standards for the Public Building Service	new construction of a public, federal buildings; major repairs and alterations (affecting the glazing of the envelope) of a public, federal building	Mandatory use of material regulated by threat factor	100% of glass from ground → 40ft above the ground; regardless of elevation, 100% of glass within 15ft of green roof, all glazed corners, and fly-through conditions	Glazed corners and fly-through conditions: 25 Below 40ft: 30 Within 15ft of green roofs: 30	Terms include: “See the American Bird Conservancy Threat Factors product database. All projects should consider bird friendly design per the American Bird Conservancy for Bird-Safe Building Design and the National Glass Association's Best Practices for Bird-Friendly Glazing Design.”	No expressly written exceptions.	These mandatory guidelines are not a sufficient replacement for the Federal Bird Safe Buildings Act of 2021. These guidelines are not codified, so they could be changed by GSA at any time
LEED Bird Collision Deterrence Pilot Credit	N/A	Chicago, IL, Howard County, MD, Minnesota, and Minneapolis, MN all reference LEED in their respective Bird safe building regulation	Any proposed building looking to earn credit toward LEED certification	Requires the calculation of the proposed project’s Bird Collision Threat Rating (BCTR), and this value not exceeding 15; all other structures on site must be constructed of material with a threat factor of 15 or less.	Divides building into two zones: (1) the first 36ft above grade and 12ft above any green roof; (2) includes all façade areas above 36ft.	Situational	Establish total areas (unit of measure and %) of facades in each zone. Identify the material type and its corresponding threat factor of each façade. No more than 15% of the facade area in zone 1 can have a threat factor higher than 75, which is quantified separately as the Hazardous Glazing Factor (HGF). More than 15% of the glazed area in zone 2 may have a threat factor higher than 75. All glazed corners or fly-through conditions must have a threat factor of 25 or less. Using the formula meticulously detailed in the pilot credit, BCTR can be calculated based calculations and threat factors from zone 1 and zone 2.	If all materials on the building façade have a Threat Factor of 15 or below, the project is exempt from the building façade requirements and the following Bird Collision Threat Rating calculations	arguably the best bird safe building guidelines because calculations are very specific to each project and the inclusion of a performance monitoring plan creates more data and more opportunity for corrective action to decrease bird strikes and fatalities

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 34 RE: SOIL TESTS AND FERTILIZATION APPLICATION**

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

- 1. That Sections 34-3 and 34-5 of the Portland City Code
Chapter 34 is hereby amended to read as follows:*

Sec. 34-3. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

...

~~**Penetrometer** means an instrument used to give a quantitative measurement of the consistency or hardness of a substance by measuring the depth or rate of penetration of a rod or cone-shaped into it.~~

...

~~**Soil test** means a test designed to analyze soil acidity, organic matter, and essential nutrients available for plant growth. A "standard soil test" indicates soil pH, levels of essential nutrients such as potassium, phosphorus, calcium, magnesium, and sulfur, level of organic matter, whether there is lead contamination, and it will provide recommendations for corrective amendments to address deficiencies. A "comprehensive soil test" includes all the elements of a standard soil test, plus an analysis of of soil microbial mass the standard soil test offered by the University of Maine Cooperative Extension or a comparable test identified by the City Manager or their designee.~~

...

Sec. 34-5 Permitted, prohibited, and exempt applications

...

(b) Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all fertilizer applications in the City.

1. Prohibited Fertilizer Applications. The following prohibitions apply for all fertilizer applications on all turf types:
 - i. Applications within 75 feet of a water body or wetland or other environmentally sensitive area are prohibited.
 - ii. Applications on frozen ground or saturated surfaces are prohibited.
 - iii. Applications when a heavy rain event is occurring is prohibited.
 - iv. Applications during summer dormancy or when the ground is partially or wholly frozen are prohibited.
 - v. Applications on impervious surfaces are prohibited; if spills occur on impervious surfaces, they must be swept up immediately.
 - vi. Applications with phosphorus are prohibited except where a soil test conducted within the last three years indicates a need for phosphorus, or phosphorous is being used for new development/re-establishment, as specified in subsection (B) below.
 - vii. Applications of synthetic fertilizer are prohibited except where a waiver has been granted pursuant to Sec. 34-7 below.
 - viii. Application of compost or fertilizers derived from wastewater treatment sludge or from organic residuals remaining after industrial processes (such as paper making) is prohibited within the boundaries of the City of Portland.
 - ix. Applications of organic fertilizer not in compliance with subsection (2) below are prohibited.
2. Permitted Fertilizer Applications. The following applications of organic fertilizer are allowed within the limits for the specific application as set forth below:

- i. Except as specified in subsections (ii), (iii), and (iv) below, applications of organic fertilizer, including residential lawns, are allowed only when a ~~comprehensive~~ soil test conducted within the ~~same calendar~~ the last three years indicates a need for nitrogen. Applications of organic fertilizer may not contain nutrients in excess of the amount recommended by the completed soil test. Only phosphorus-free, organic fertilizer is allowed for these applications, unless the soil test indicates a need for phosphorus.
- ii. Applications of organic fertilizer on performance turf are allowed as necessary provided that total nitrogen does not exceed 4 lbs per 1,000 square feet per year.
- iii. Applications of organic starter fertilizer for new development may contain phosphorus without a soil test. The fertilizer must be incorporated into top soil 2-3 inches deep. Two fertilizer applications are permitted for one calendar year from the date of first application only. For each application, total nitrogen and phosphorus may not exceed 1 lb. per 1,000 square feet.
- iv. Applications of organic fertilizer for re-establishment of turf may contain phosphorus without a soil test. Unless the application is through hydro-seeding or overseeding, the organic fertilizer must be incorporated into the soil 2-3 inches deep. Fertilizer applications may not exceed 1 lb. of nitrogen and phosphorus per 1,000 square feet per application. Total nitrogen and phosphorus may not exceed 2 lbs. per 1,000 square feet per calendar year from the date of last application.
- v. Application of organic fertilizer to gardens, including vegetable, flower, and ornamental, may be applied without a soil test, although a soil test is highly recommended. Fertilizer must be incorporated into the soil with a rake or other tool so it is not left exposed on the topsoil.

3. Exempt Fertilizer Applications. Notwithstanding any other provision in this Chapter, the following applications of fertilizer are exempt from the

provisions of this ordinance (and therefore allowed without restriction):

- i. Golf course applications. Fertilizers may be used on golf courses provided that the course is designated through Audubon International as a Certified Audubon Cooperative Sanctuary;
- ii. Hadlock Field applications.
- iii. Liquid deep root feeding of trees.
- iv. Fertilization of woody plants and shrubs so long as fertilizer is injected to the root or applied within the drip edge of the plant and incorporated into the soil with a rake or other tool.