

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



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

CITY COUNCIL MEETING - MARCH 17, 2025

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.

<https://portlandme.portal.civicclerk.com/event/7619/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting-March 3, 2025

PROCLAMATIONS:

Proclamation 25-24/25 Arab American Heritage Month - Sponsored by Mark Dion, Mayor

Proclamation 26-24/25 Genocide Awareness and Prevention Month - Sponsored by Mark Dion, Mayor

APPOINTMENTS:

Order 138-24/25 Appointing Members to Various Boards & Committees - Sponsored by Mark Dion, Chair of Legislative and Nominating Committee

If passed, this order would appoint the following individuals to various boards and commissions:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Michael Fox	Planning Board (Filling Vacant Term)	2/28/2027

Nicholas Messina	Planning Board	2/29/2028
Kelsey Robertson	Planning Board	2/29/2028
Joseph Zamboni	Planning Board	2/29/2028
Walter Biha	Police Citizen Review Subcommittee	3/31/2028
Randall Kilty	Police Citizen Review Subcommittee (Filing Vacant Term)	3/31/2027
Rachel Schlein	Police Citizen Review Subcommittee	3/31/2028
Matthew Lax	Rent Board (District 1)	3/31/2028
Matthew Walker	Rent Board (District 2)	3/31/2028

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 139-23/24 Appointing Troy Moon to the Landcare Management Advisory Committee - Sponsored by Danielle P. West, City Manager

This order appoints Sustainability Director Troy Moon to the Landcare Management Advisory Committee (formally named Pesticide) as the City Manager's appointee. This is an annual appointment. If approved, this term will be February 1, 2025 to January 31, 2026.

Five affirmative votes are required for passage after public comment.

Order 140-24/25 Order Appointing Michael Murray to the Board of Directors of the Casco Bay Island Transit District - Sponsored by Mark Dion, Mayor

This order appoints Public Works Director Michael Murray to the Casco Bay Island Transit District Board of Directors as the Mayor's appointee. This is an annual appointment. If approved, this term will be for the calendar year 2025.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 141-24/25 Declaring June 8, 2025 the Resurgam Music Festival - Sponsored by Danielle P. West, City Manager

The Maine Academy of Modern Music will present its fourth annual Resurgam Music Festival on Sunday June 8, 2025. The festival will take place on Portland's waterfront and will utilize the following: Amethyst Park, Moon Tide Park, Ocean Gateway, Ocean Gateway Parking lot and a small portion of the queuing lanes. Resurgam is an inclusive,

community-minded music and arts festival that will showcase Portland's creativity and youth. The event is free and open to the public.

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

Order 142-24/25 Declaring May 1, 2025 - April 30, 2026 the Friends of Congress Square Park In the Square Festival - Sponsored by Danielle P. West, City Manager

Since 2014, The Friends of the Congress Square Park have scheduled and organized ongoing events for Congress Square Park. Events held in the park are free to the public and have been very well received over the past decade. Visitor attendance to the park has increased dramatically since the Friends began organizing events there. Organizers estimate more than 100,000 people have enjoyed the programming in the park since the inception of this partnership in 2014.

The event season (mainly spring, summer, and fall) includes a wide variety of community activities such as art interactions, dance performances, live music, film and community gatherings. Most events are held on Saturday days and Thursday, Friday and Sunday evenings - dances and concerts will end by 9pm. A complete calendar of events will be published on their website CongressSquarePark.org

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

Order 143-24/25 Granting Municipal Officers' Approval of Mandy and Matt's Cafe LLC, dba Mandy and Matt's Cafe. Application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue - Sponsored by Danielle P. West, City Manager

Application was filed on 2/18/25. Location was previously Samuel's Bar and Grill. New City and State applications.

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

Order 144-24/25 Granting Municipal Officers' Approval of Leaven Pizzeria LLC, dba Za. Application for Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 25 Preble Street - Sponsored by Danielle P. West, City Manager

Application was filed on 2/24/25. Location was previously Slab. New City and State applications.

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

Order 145-24/25 Granting Municipal Officers' Approval of August Parker LLC, dba Benny's. Application for Class I FSE at 545 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 2/21/25. Location was previously Broken Arrow. New City and State applications.

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

BUDGET ITEMS:

Order 146-24/25 Appropriating Bond Proceeds and Other Funds in an Amount Not to Exceed \$41,070,000 for the City's FY2026 Capital Improvement Program - Sponsored by the Finance Committee, April Fournier, Chair

The Finance Committee met several times during 2024 and early 2025 to discuss the City's Capital Improvement Plan (CIP), changes to the current year CIP to better incorporate equity, sustainability and other City Council goals, and hear presentations from the City Manager and City staff on the overall CIP.

The Fiscal Year 2026 Capital Improvement Plan (FY26 CIP) has been in development since mid-2024. The list of 2026 CIP calls for over \$41M of new projects but only \$22.9M this total will have a net impact to debt service in the general fund operating budget. A variety of other funding sources including the enterprise funds (for sewer and stormwater projects) are being used to finance the remainder. Two orders are required related to the CIP: one authorizing the FY26 CIP bonds; and a second appropriating the proceeds and other funding sources providing City staff with spending authority for the upcoming projects. A complete listing of the projects being authorized is included within the orders.

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

Order 147-24/25 Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year FY26 Capital Improvement Program in an Amount Not to Exceed \$30,370,000 - Sponsored by the Finance Committee, April Fournier, Chair

This is a companion order to the bond authorization order above.

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

RESOLUTIONS:

Resolve 7-24/25 Calling for the Establishment of a Task Force on Social Housing - Sponsored by the Housing and Economic Development Committee, Pious Ali, Chair

Adoption of the Resolution would express the City's support for the creation of a Task Force on Social Housing to explore the possibility of developing a social housing program, the primary objective of which will be to study and propose a framework for government-led social housing, prioritizing permanent affordability, environmental sustainability, and inclusivity.

The proposed membership will consist of no fewer than 9 members and no more than 13 members, all of whom will be appointed by the Mayor, with input from the City Council, in accordance with Article II, Section 5(1) of the Charter. The Task Force would be supported by City staff and an independent facilitator and legal, financial, and other professional consultants paid for by the City of Portland and/or anticipated grant funding for the Task Force.

The Housing and Economic Development reviewed this items at its February 25, 2025, meeting and voted 3-0 to forward this to the City Council with a recommendation for approval.

Five affirmative votes are required for passage after public comment.

ORDERS:

Order 148-24/25 Approving the Third Amendment to the First Amended and Restated Purchase and Sale Agreement with Lambert Woods North LLC - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

On May 10, 2022, the City entered into a Purchase and Sale Agreement with Maine Cooperative Development Partners for an affordable housing development at 622 Auburn Street, and 0 Gray Road, Falmouth.

Originally, Maine Cooperative Development Partners proposed creating limited equity housing cooperative units (“Co-ops”) at the 622 Auburn and 0 Gray Road site. All the homes would have been permanently affordable to households earning at or up to 100% AMI. The scope of the project changed. Maine Cooperative Development Partners (MCDP) assigned its rights under the original Purchase and Sale Agreement to a partnership with Preservation of Affordable Housing (POAH) and formed a new entity called Lambert Woods North LLC, which will be the eventual property owner of the property. The development proposal was amended to create 72 units of Low Income Housing Tax Credit (LIHTC) rental housing affordable at 60% of the area median income.

On December 18, 2023, the City Council approved the First Amended and Restated Purchase and Sale Agreement, which documented several changes, including the change in the name of the buyer as well as the change in the development proposal. Two additional amendments were approved to extend the closing and due diligence timelines and document the affordability requirements based on the change to a LIHTC project.

The Third Amendment, if approved by the City Council, will remove the 0 Gray Road, Falmouth parcel from the transaction. The buyer has indicated that the Falmouth parcel is unsuitable for development, as part of their development proposal. After exploring options, the buyer believes removing the Falmouth parcel from the transaction is the best option to facilitate the development on the 622 Auburn Street parcel which is on track for a construction loan closing by April 1, 2025.

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 149-24/25 Order Approving the First Amendment to the Service Provider Subcontract Between DC Management LLC, DC Blueberry LLC, Maine Immigrants' Rights Coalition, and the City of Portland - Sponsored by Danielle P. West, City Manager

This order approves the First Amendment to the Service Provider Subcontract for the emergency homeless shelter located at 166 Riverside Industrial Parkway. The amendment removes the Maine Immigrants' Rights Coalition (MIRC) as a party to the subcontract due to its inability to secure sufficient funding to continue providing services. Under this amendment, the City of Portland will continue to operate the shelter for the remainder of the three-year term.

Five affirmative votes are required for passage after public comment.

Order 150-24/25 Accepting and Appropriating a \$50,000 Grant from the State of Maine's Housing Opportunity Program for Housing Policy Evaluation Study - Sponsored by Danielle P. West, City Manager

In early 2025, the Planning & Urban Development Department was awarded a \$50,000 grant from the State of Maine's Housing Opportunity Program. This funding will support an evaluation of existing housing policies, with a particular focus on Portland's inclusionary zoning ordinance. The study will analyze trends in housing production, regulatory factors that may influence those trends, and opportunities to enhance the effectiveness of the city's housing policies within the local market. The Department is seeking City Council approval to accept and appropriate the grant funding to initiate this work.

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

Order 151-24/25 Order Approving Agreements Between The Maine Department Of Transportation and The City Of Portland Re: Improvements to Woodford Street, Route 9, Deering Avenue, and Route 25 - Sponsored by Danielle P. West, City Manager

This project is part of MaineDOT's Cyclical Pavement Resurfacing (CPR) Program. The State administers the project and typically a standard cost per mile is paid by the state. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 0% of the original estimated project cost; the City share is estimated to be \$589,000 for the additional ADA work. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$152,000 which are part of the Utility Agreement.

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

Order 152-24/25 Order Approving Agreements Between The Maine Department Of Transportation and The City Of Portland Re: Improvements to Route 22 (Congress Street), West Commercial Street, and Fore River Parkway - Sponsored by Danielle P. West, City Manager

This project is part of MaineDOT's Heavy Treatment Program for Arterial streets. The State administers the project and typically the majority of project costs are paid by the State and Federal government. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 25% of the original estimated project

cost; the City share is estimated to be \$104,000. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$86,000 and is part of the Utility Agreement.

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

Order 153-24/25 Approving the Collective Bargaining Agreement between The City of Portland and the Communications Employees Association – Sponsored by Danielle P. West, City Manager

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Communications Employees Association for the period of July 1, 2024 through December 31, 2026. The prior collective bargaining agreement expired on June 30, 2024. This proposal is presented after previously receiving guidance from the City Council executive sessions held on April 1 and July 29, 2024 and January 13, 2025, and after having been approved by the Communications Employees Association

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

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

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

To watch this meeting remotely, please visit: <https://portlandme.portal.civicclerk.com/event/7607/media>

PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Ali led those present in the Pledge of Allegiance.

ROLL CALL:

Mayor Pro Tem Ali called the meeting to order at 5:00pm

Councilors Present: Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips

Councilors Absent: Councilor Fournier, Mayor Dion

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

Mayor Pro Tem Ali opened the floor for public comment. The following individuals spoke:

Andrew Zarro (District 4), Gordon Platt (West End), Jon Kachmar (Portland Trails), John Clark (District 3), Winston Lumpkins (East End), Dillon (Coyle Street), Todd Morse (Hammond Street), Emmett (Deering Oaks), Emma Morse (West End), James Cradock (District 4), Paul Drinan (Director at Bicycle Coalition of Maine), Jamie Parker (Dalton Street), Claire Stretch (Congress Street)

ANNOUNCEMENTS:

Mayor Pro Tem Ali opened the floor for City Council announcements. The following individuals spoke: Councilor Bullett, Councilor Phillips, Councilor Grant, Councilor Pelletier, Councilor Ali

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Minutes- February 24, 2025

Motion was made by Councilor Philips and seconded by Councilor Sykes for passage.

Passage: 7-0 (Councilor Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for public comment. No one spoke.

PROCLAMATIONS:

Proclamation 24-24/25 Recognizing the Month of March as Women's History Month - Sponsored by Pious Ali, City Councilor

Councilor Michniewicz read Proclamation 24-24/25 Recognizing the Month of March as Women's History Month into the record.

CONSENT ITEMS:

Order 135-24/25 Declaring July 10 to August 2, 2025 the Shakespeare in the Park Festival - Sponsored by Danielle P. West, City Manager

Orders 135-24/25 through Orders 136-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Michniewicz and seconded by Councilor Bullett for passage. Passage: 7-0 (Councilor Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for public comment. The following individuals spoke: John Clark (District 3), Councilor Pelletier, Councilor Bullett

**Order 136-24/25 Declaring Sundays on the Boulevard Festival Days in 2025 -
Sponsored by Danielle P. West, City Manager**

Orders 135-24/25 through Orders 136-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Michniewicz and seconded by Councilor Bullett for passage. Passage: 7-0 (Councilor Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for public comment. The following individuals spoke: John Clark (District 3), Councilor Pelletier, Councilor Bullett

COMMUNICATIONS:

Communication 10-24/25 Portland Clean Election Fund Annual Report - by Ashley Rand, City Clerk

Ashley Rand (City Clerk) gave Communication 10-24/25 Portland Clean Election Fund Annual Report. The following Councilors commented on this: Councilor Sykes, Councilor Pelletier, Councilor Grant

As a communication, no formal action is required.

UNFINISHED BUSINESS:

**Order 134-24/25 Amendment to Portland City Code Chapter 34 RE: Landcare -
Sponsored by Sustainability and Transportation Committee, Regina Phillips, Chair**

Troy Moon (Sustainability Director) gave an overview of this item

Motion was made by Councilor Philips and seconded by Councilor Michniewicz for passage, as amended. Passage: 7-0 (Councilors Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for public comment. The following individuals spoke: Michael Komich (Senior Vice President for Finance for Cheverus High School), Sue Anderson (District 3), Linda Stimpson (District 3), Winston Lumpkins (East End), Jon Hinck (Pine Street), Matt Hogan (Rosemont Neighborhood), Jesse Obrien (LMAC), John Peverda (Kingsmart Lane), Avery Kamila (LMAC), Priscilla Skerry (LMAC), Eugene Coffin (Cheverus)

The following amendments were voted on:

Sykes- Amendment #1 RE: Existing Ordinance Language

Motion was made by Councilor Sykes and seconded by Councilor Pelletier for passage. Passed 6-1 (Councilor Phillips-No) (Councilor Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for Council comment on this amendment. The following individuals spoke: Councilor Sykes, Councilor Pelletier, Councilor Phillips, Councilor Grant

Amendment Passed.

Phillips- Amendment #2 RE: Chlorantraniliprole on Performance Turf

Motion was made by Councilor Phillips and seconded by Councilor Michniewicz for passage. Failed: 2-5 (Councilors Grant, Sykes, Pelletier, Bullett, Ali-No) (Councilor Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for Council comment on this amendment. The following individuals spoke: Councilor Phillips, Councilor Ali, Councilor Bullett,

Councilor Pelletier, Troy Moon (Sustainability Director), Councilor Michniewicz, Councilor Sykes, Councilor Pelletier
Amendment Failed

Motion was made by Councilor Sykes and seconded by Councilor Pelletier to bring four additional amendments from the floor.

Corporation Counsel advised by Council Rules that the items were not germane to the main order. The Chair (Mayor Pro Tem Ali) did not move items from the floor.

The following Councilors commented: Councilor Sykes, Councilor Pelletier, Councilor Phillips, Councilor Bullett, Councilor Grant, Councilor Ali

ORDERS:

Order 137-24/25 Setting Public Hearings on Fiscal Year 2025-2026 Annual Action Plan and Appropriations for Community Development Block Grant Program, HOME Program and Emergency Solutions Grant Program - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage, as amended. Passage: 7-0 (Councilors Fournier & Mayor Dion absent)

Mayor Pro Tem Ali opened the floor for public comment. No one spoke.

Motion was made by Councilor Ali and seconded by Councilor Phillips to amend the hearing date from April 7 to April 28. Passage: 7-0 (Councilors Fournier & Mayor Dion absent)

UNAGENDA ITEMS - MOVED FROM THE FLOOR

Resolve 6-24/25-Resolution to Immediately Address Pedestrian Safety Crisis in Portland

Motion was made by Councilor Sykes and seconded by Councilor Pelletier to waive the Council rules to take up an unagendized item. Passage 7-0 (Councilors Fournier & Mayor Dion absent)

*Unagendized item was read into the record- Resolve 6- Resolution to Immediately Address Pedestrian Safety Crisis in Portland

Motion was made by Councilor Sykes and seconded by Councilor Pelletier for passage. Passage 7-0 (Councilors Fournier & Mayor Dion absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Phillips, Michael Goldman (Corporation Counsel), Councilor Michniewicz, Dena Libner (Assistant City Manager)

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Michniewicz to adjourn. Passage 7-0 at 7:25 pm. (Councilor Fournier & Mayor Dion absent)

A TRUE RECORD

Ashley Rand, City Clerk

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

RECOGNIZING APRIL 2025 AS ARAB AMERICAN HERITAGE MONTH

WHEREAS, For over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including in medicine, law, business, education, technology, government, military service, and culture; and

WHEREAS, Since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, They brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed, which have added strength to our great democracy; and

WHEREAS, Arab Americans have also enriched our society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

WHEREAS, The history of Arab Americans in the United States remains neglected and defaced by misconceptions, bigotry, and anti-Arab hate in the forms of crimes and speech; and

WHEREAS, They join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, The incredible contributions and heritage of Arab Americans have helped us build a better nation; and

NOW, THEREFORE, BE IT RESOLVED, that I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby recognize April 2025 as Arab American Heritage Month in the City of Portland, Maine and invite citizens of Portland to celebrate the many accomplishments and rich history of our Arab American neighbors that add to the diversity, strength, and vibrancy of Portland

Signed and sealed this 17th of March, 2025



**Mark Dion, Mayor
City of Portland**

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

RECOGNIZING APRIL 2025 AS GENOCIDE AWARENESS AND PREVENTION MONTH

WHEREAS, genocide is a human tragedy inspired by the most repugnant elements of hatred, intolerance and inhumanity and;

WHEREAS, Article II of the United Nations Genocide Convention contains a narrow definition of the crime of genocide, which includes a mental element ("intent to destroy, in whole or in part, a national, ethnical, racial or religious group, as such") and a physical element killing members of the group, causing serious bodily or mental harm to members of the group, deliberately inflicting on the group conditions of life calculated to bring about its physical destruction in whole or in part, imposing measures intended to prevent births within the group, and forcibly transferring children of the group to another group); and

WHEREAS, for decades, campaigns of dislocation and murder have been used with a clear and ultimate purpose: to annihilate an 'other' race, religion, or ethnic minority through coordinated massacre; and

WHEREAS, as a result of genocide, millions of people, adults and children alike, have been murdered, had their cultural identities stolen, or experienced forced relocation; and

WHEREAS, by recognizing, remembering, and educating ourselves on past and ongoing instances of genocide we help protect historic memory, ensure that similar atrocities do not occur again, and remain vigilant against hatred, persecution, and tyranny; and

WHEREAS, residents are becoming informed as to the causes and effects of genocide, as well as the ramifications of these tragedies in our shared human history on the generations of people descended from survivors of genocide, and those impacted by genocide today; and

WHEREAS, the month of April is designated as Genocide Awareness and Prevention Month in recognition of the many genocides which have occurred or begun in the month of April, so that all members of the human family may preserve the memory of victims, honor survivors, and stand together in opposition to the possibility of future genocide by fostering peaceful coexistence between diverse communities;

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 April 2024 as Genocide Awareness and Prevention Month in the city of Portland, Maine and invite the residents of Portland to commemorate this solemn observance, and recognize how much more we must do in the struggle against these unthinkable crimes against humanity.

Signed and sealed this 17th day of March, 2025



Mark Dion, Mayor
City of Portland

MEMORANDUM
City Council Agenda Item

FROM:

DATE: February 12, 2025

SUBJECT: Order 138-24/25 Appointing Members to Various Boards & Committees -
Sponsored by Mark Dion, Chair of Legislative and Nominating Committee

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would appoint the following individuals to various boards and commissions:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Michael Fox	Planning Board (Filling Vacant Term)	2/28/2027
Nicholas Messina	Planning Board	2/29/2028
Kelsey Robertson	Planning Board	2/29/2028
Joseph Zamboni	Planning Board	2/29/2028
Walter Biha	Police Citizen Review Subcommittee	3/31/2028
Randall Kilty	Police Citizen Review Subcommittee (Filing Vacant Term)	3/31/2027
Rachel Schlein	Police Citizen Review Subcommittee	3/31/2028
Matthew Lax	Rent Board (District 1)	3/31/2028
Matthew Walker	Rent Board (District 2)	3/31/2028

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.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Board & Committee Appointment-Various Boards - 03.17.2025
2. City Council-Redacted Resumes
3. Appointment - Appointing Members to Various Boards & Committees

Prepared by:

Date: 02/12/2025

City of Portland | City Clerk's Office
Ashley Rand, City Clerk



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: March 10, 2025
Re: Appointment to Various Boards and Committees

The Nominating Committee is making the following recommendation to the City Council. The nominating committee met on March 6, 2025 to conduct interviews. These recommendations were voted on 3-0 by the committee.

If passed, this order would appoint the following individuals to various board and committees:

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Michael Fox+*	Planning Board (Vacant Term)	2/28/2027
Nicholas Messina+	Planning Board	2/29/2028
Kelsey Robertson+	Planning Board	2/29/2028
Joseph Zamboni+	Planning Board	2/29/2028
Walter Biha+	Police Citizen Review Subcommittee	3/31/2028
Randall Kilty+*	Police Citizen Review Subcommittee (Vacant Term)	3/31/2027
Rachel Schlein+	Police Citizen Review Subcommittee	3/31/2028
Matthew Lax	Rent Board (District 1)	3/31/2028
Matthew Walker	Rent Board (District 2)	3/31/2028

+Indicates New Board Member

* Indicates filing a vacant term

Michael Joseph Fox

City of Portland | Generated 2/6/2025 @ 8:26 am by OnBoardGOV - Powered by ClerkBase

Status

Name Michael Joseph Fox
Application Date 2/5/2025
Expiration Date 2/5/2026
Status Received

Board	Vacancies	Status	Actions
Planning Board	0	Pending	☐

Basic Information

Name
Michael Joseph Fox

Contact Information

Address
5 Winthrop Street
Portland, ME 04101

Email
[Redacted]
[Redacted]

Additional Information

Notes
I will be out of state February 14-19th. I can be reached by cell phone or zoom meeting if an interview is required during that time.

Generated 2/6/2025 @ 8:26 am

MICHAEL J. FOX

5 Winthrop Street, Portland, Maine 04101 - [REDACTED]

SUMMARY

Accomplished project manager with 10+ years of real estate project management experience managing a significant volume of projects simultaneously and consistently meeting deadlines. Team player, self-starter, effective communicator, strong attention to detail, and dedicated to delivering quality client service.

PROFESSIONAL EXPERIENCE

Osmose Utilities Services (Atlanta, GA)

October 2024 - Present

Project Manager

- Establish project objectives, policies, procedures and performance standards within boundaries of company policy and contracted work scope specifications related to steel structure services
- Track, manage and resolve project issues as they arise throughout the project life cycle
- Interpret and explain plans and contract terms to administrative staff, workers and clients
- Formulate reports by extracting required data from various sources concerning such areas as work progress, costs and scheduling, for internal and external distribution
- Work with contract administrators to manage financial aspects of contracts to protect the company's interest and simultaneously maintain good relationships with the customer
- Represent the company in customer facing project meetings and attend strategy meetings
- Track and reconcile revenue, cost of goods, accruals, and customer invoices using principles of cost accounting

SAI Group (Salem, NH)

March 2014 - August 2024

Site Acquisition Project Manager

- Maintained and reported progress on projects to telecommunications client on over, at times, 1,000 4G/5G sites across New England with over 700 successfully completed wireless attachments to utility poles since 2016
- Met with zoning and/or permitting personnel to inquire about city and/or state approval requirements
- Represented the client at public zoning and city council meetings to gain all local and state approvals
- Coordinated design visits with A&E, construction, RF engineering, landlord, attorney, boards, and associations
- Met with management to present ideas on workflow improvement, project efficiency, and cost saving measures
- Tracked all phases of projects, including site search, applications, permitting, and licensing
- Surveyed utility pole viability for equipment attachment, completed all necessary applications required by the utility company and telco, paid all necessary make ready fees required for construction, and obtained fully executed license agreements

Toll & Isenberg Realty (Brighton, MA)

November 2010 - December 2013

Real Estate Office Manager & Real Estate Agent

- Reviewed expenses and made recommendations to improve property performance and efficiency
- Monitored rent collections and acted on delinquent accounts when required
- Trained new employees on completing real estate transactions and oversaw leasing agents to ensure spaces were marketed appropriately to maximize occupancy levels

VOLUNTEER

Office of Elder Affairs - Snow Shoveler (Portland, ME)

EDUCATION

Bentley University (Waltham, MA)

Bachelor of Science, 2010

- Major: Business Management
- Minors: Marketing and Global Learning Studies

5 Winthrop Street
Portland, ME 04101

February 4, 2025

[REDACTED]
[REDACTED]

City Clerk's Office
389 Congress Street
Portland, ME 04101

RE: Planning Board Open Position

Dear Clerk Rand,

I am writing to express my interest in the open position on the Planning Board. With a background in site acquisition project management and residential real estate, I am confident in my ability to contribute to the important work of the Planning Board. I have observed the bi-weekly meetings both in person and online over the course of the past year, which will enable me to transition smoothly onto the Planning Board, if given the opportunity.

For the last ten years, I worked as a Site Acquisition Project Manager at SAI Group, a consultant to Verizon Wireless. My role required detailed oversight of site searches, zoning, permitting, and compliance. In my capacity as a Site Acquisition Project Manager, I attended meetings with various planning boards, city councils, code enforcement officers, and local officials across New England. These experiences have provided me with knowledge of land use regulations, community priorities, and the importance of balancing development with public interest. I have honed my skills in navigating complex zoning regulations and collaborating with local authorities to secure approvals for, sometimes controversial, 5G telecommunication projects. In addition to my telecommunications work, I have experience in residential real estate as a prior broker/owner for 10 years. My current position at Osmose revolves around managing resiliency projects for steel transmission structures and substations across the United States.

I am deeply committed to fostering responsible development and sustainable growth in our community, and I want to continue to contribute to the work the Planning Board has done over the past few years. Thank you for considering my application.

Sincerely,
Michael Fox

Nicholas Messina

City of Portland | Generated 2/5/2025 @ 9:03 am by OnBoardGOV - Powered by ClerkBase

Status

Name Nicholas Messina
Application Date 1/31/2025
Expiration Date 1/31/2026
Status Received

Board	Vacancies	Status	Actions
Planning Board	0	Pending	☐

Basic Information

Name
Nicholas Messina

Contact Information

Address
169 Pinecrest Road
Portland, ME 04102

Email
[Redacted]
[Redacted]

Additional Information

Notes

Generated 2/5/2025 @ 9:03 am

Nicholas J. Messina

Portland, ME • [REDACTED]
[REDACTED]

Summary

Project Engineer and P.E. working in the civil and environmental engineering industry. Skilled in AutoCAD, Civil 3D, HydroCAD, and HEC-RAS. Strong engineering professional with an M.S. and B.S. in Civil and Environmental Engineering from the University of Maine.

Professional Experience

Project Engineer, CMA Engineers, Inc., Portland, ME January 2020-present

- Plan and design a variety of coastal resiliency, civil engineering, and solid waste management projects
- Perform the design of stormwater management and treatment systems, culverts and stream restoration projects, drainage, utilities, and site grading
- Permit NHDES Alteration of Terrain, NHDES Solid Waste, and Local and Planning Board projects

Education

University of Maine, Orono, ME

August 2014 – December 2019

Master of Science: Civil and Environmental Engineering • GPA: 3.83/4.0

Bachelor of Science: Civil and Environmental Engineering • GPA: 3.77/4.0

Skills

- | | | |
|-------------------------------|------------|--------|
| • Autodesk Civil 3D | • HydroCAD | • HY-8 |
| • AutoCAD | • GIS | • SMS |
| • Storm and Sanitary Analysis | • HEC-RAS | |

Professional Affiliations

- American Society of Civil Engineers – Committee on Adaptation to a Changing Climate Committee; Hydroclimatology and Engineering Adaptation Subcommittee
- Water Environment Federation – Stormwater Committee
- New England Water Environment Association – Stormwater Committee

Certifications

- Professional Engineer (ME, NH, MA)
- OSHA 10 Construction Safety and Health

Publications

Messina, N.J., Couture, R.M., Norton, S.A., Birkel, S.D., Amirbahman, A., 2020. Modeling response of water quality parameters to land-use and climate change in a temperate, mesotrophic lake.

<https://doi.org/10.1016/j.scitotenv.2020.136549>

Nicholas J. Messina, PE
Portland, ME

[REDACTED]
[REDACTED]

January 31, 2025

City of Portland Planning Board
Portland City Hall
389 Congress Street
4th Floor
Portland, ME 04101
Subject: Application for Planning Board Seat

Dear Members of the Selection Committee,

I am writing to express my strong interest in serving on the City of Portland Planning Board. As a Professional Engineer with a background in civil and environmental engineering, I am eager to contribute my expertise in infrastructure planning, stormwater management, and site development to support Portland's continued growth and sustainability.

In my role as a Project Engineer at CMA Engineers, I have been directly involved in the planning and design of coastal resiliency projects, stormwater treatment systems, site grading, and utility improvements. My experience navigating local planning board approvals, as well as permitting through state agencies, has given me a deep understanding of regulatory processes and the balance between development and environmental stewardship. Additionally, my participation in professional organizations—including the American Society of Civil Engineers' Committee on Adaptation to a Changing Climate—reflects my commitment to integrating sustainable and forward-thinking solutions into planning efforts.

As a Portland resident, I am passionate about fostering a resilient, accessible, and well-planned community. I believe my technical expertise, problem-solving skills, and collaborative approach would make me a valuable asset to the Planning Board. I would welcome the opportunity to contribute to the city's decision-making process and help shape policies that align with Portland's long-term vision.

I appreciate your time and consideration of my application. I would be happy to discuss my qualifications further at your convenience. Please feel free to contact me at your earliest convenience.

Sincerely,

Nicholas J. Messina, PE

Kelsey Robertson

City of Portland | Generated 2/5/2025 @ 8:53 am by OnBoardGOV - Powered by ClerkBase

Status

Name Kelsey Robertson
Application Date 2/3/2025
Expiration Date 2/3/2026
Status Received

Board	Vacancies	Status	Actions
Planning Board	0	Pending	☐

Basic Information

Name
Kelsey Robertson

Contact Information

Address
134 William Street
Portland, ME 04103



Additional Information

Notes
Generated 2/5/2025 @ 8:53 am

KELSEY ROBERTSON



134 William Street, Portland ME 04103

Experience

Harpswell Inn 2023 - present

Owner

Own and operate an eleven room historic inn on 2.5 acres in Harpswell, Maine. Manage daily operations, events, renovations, compliance, and guest relations.

City of South Portland 2021 - 2023

Community Planner

Analyzed and brought projects through the City's development review process, developed ordinances and master plans, and led the update of the 2012 Comprehensive Plan for the City of South Portland.

VHB 2017 - 2021

Urban Planner

Served as a project manager, planner, stakeholder coordinator, and NEPA task manager for a range of development and transportation projects in Washington, DC for a planning, design, and engineering consulting firm.

AVANGID 2015 - 2017

Manager, Federal Government Affairs

Analyzed legislation and regulations, lobbied members of Congress, and managed a grassroots program for a renewable energy developer and energy services company.

Education

2016

Georgetown University
GPA 3.9

Master of Professional Studies in Urban and Regional Planning

Master's Thesis: "Resilient History: Protecting Chesapeake Bay Historic Districts From Rising Seas Through Adaptive Planning"

2009

Connecticut College
Summa Cum Laude

B.A. in International Relations

Awards

2017 Urban and Regional Planning Program Academic Achievement Award

Georgetown University

Annual award presented to the graduating student with the highest GPA in the program.

2017 Dick Wolf Memorial Lecture Prize

Capitol Hill Restoration Society; Washington, D.C.

Annual award to showcase excellence in research and writing on urban planning and historic preservation in D.C. by a student.

Certificates

LEED Green Associate, 2019

Envision Sustainability Professional, 2019

Software

- Microsoft Suite
- InDesign
- QuickBooks

Kelsey Robertson
134 William Street
Portland, Maine 04103

February 3, 2025

Ashley Rand, City Clerk
City of Portland
389 Congress Street
Portland, ME 04101

City Clerk Ashley Rand -

I am interested in serving on the City of Portland's Planning Board. I am intimately familiar with the local development review process and framework as I previously served as a Community Planner for the City of South Portland. I have a degree in urban and regional planning and have practiced as a professional planner in both Washington, DC and Maine. I am comfortable with navigating ordinances, zoning regulations, and broader land use objectives. I understand the process of assessing a project to ensure compliance, consistency, and high-quality development.

As a born and raised midcoast Mainer, whose father held multiple town positions, including Fire Chief, I have always believed in the importance of engaged citizens to the success of our communities. I now have my own family in Portland, and I want to contribute to the vibrant future of our city. I recently left the profession of planning to become the owner of a small, female-led hospitality business in Harpswell, Maine, and I am looking to put my passion for planning and cultivating prosperous communities to use in another way.

Thank you for considering me for a position on the Planning Board. I believe I understand the needs and desires of the community while also comprehending the parameters of a city's review process. Both are essential to achieve balanced planning decisions that contribute to a livable, equitable Portland.

If you have any questions or would like me to provide any additional information, please feel free to contact me at [REDACTED]

Sincerely,
Kelsey Robertson

Kelsey Robertson

Joseph Charles Zamboni

City of Portland | Generated 2/10/2025 @ 9:13 am by OnBoardGOV - Powered by ClerkBase

Status

Name Joseph Charles Zamboni
Application Date 2/8/2025
Expiration Date 2/8/2026
Status Received

Board	Vacancies	Status	Actions
Planning Board	0	Pending	☐

Basic Information

Name
Joseph Charles Zamboni

Contact Information

Address
25 Catherine Street
Portland, ME 04102

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Additional Information

Notes

Generated 2/10/2025 @ 9:13 am

Joseph Zamboni, J.D., M.P.H., M.P.P.M.

Professional Contact Info

Division of Licensing and Certification
Department of Health and Human Services
41 Anthony Avenue, Augusta, Maine 04333



Personal Contact Info

25 Catherine Street
Portland, Maine 04102



Overview

I am an experienced organizational leader, policy and development expert & adjunct professor with a demonstrated history of working in higher education, nonprofits, and in local, state, and federal government. I have skills in public speaking, research, program development, and teaching, a strong educational background and a focus in compliance management, development, healthcare, disability, and aging.

Professional

12/01/2022 – Present

Maine State Government. Chief Operating Officer, Division of Licensing and Certification, Department of Health and Human Services, State of Maine, Augusta, Maine

The Chief Operating Officer for the Division of Licensing and Certification (DLC) for the Maine Department of Health and Human Services (“DHHS”) is responsible for day-to-day operational and management oversight of the organization, including finance, federal and state budgets, grants and contract management, human resources coordination, legislation, policy and compliance, information technology coordination, and business system management. The role is responsible for implementing, administering, and evaluating diverse business operations and establishing and following a set of policies and processes. As a member of the senior management team, the COO acts on behalf of the Director as delegated, sets comprehensive goals for performance and growth to ensure maximum performance, and solicits feedback from staff and stakeholders and review existing data to determine areas for improvement. The position collaborates with the DHHS Commissioner’s Office to develop and implement plans for operational infrastructure of systems, policies, processes, and staff, oversees the development and delivery of operational readiness for business systems implementation, and provides operational advisement to leadership on key initiatives. Other duties include establishing effective working relationships with other DHHS agencies regarding programs that intersect as well as other State of Maine Departments to define areas of intersecting services and developing a comprehensive and integrated system of processes for Department programs to maximize use of resources. Finally, it requires communication and collaboration with the regional Centers for Medicare and Medicaid Services (“CMS”).

06/08/2021 – Present

U.S. Government. Intermittent. GS13 Public Health Advisor with the Department of Health and Human Services, Assistant Secretary for Preparedness and Response, Region I (New England), Portland, Maine

This intermittent position for disaster deployment is located within the Incident Management Team (IMT) in the U.S. Department of Health and Human Services, National Disaster Medical System. The mission is to manage the deployed resources effectively and efficiently in the field and to coordinate the activities of those resources to ensure successful completion of assigned missions. The role represents Assistant Secretary for Preparedness and Response (ASPR)/Emergency Support Function # 8 (ESF#8) at State Local Territories and Tribes (SLTT) Emergency Operation Center's (EOC); supports Public Health and Medical (PH&M) situational awareness, needs assessment, planning, resource coordination and related information requirements based on the nature of emergency. The role assists SLTT in developing ESF#8 requirements for deployment of proper Federal resources to meet the needs of a jurisdiction requesting Federal assistance; drafting scopes of work and cost estimates for mission assignments during Stafford Act declarations; and collecting, analyzing, and sharing relevant operational information to assist in forecasting anticipated resource requirements. The position assists with assessment and needs generations, validation, prioritization, and Mission Assignments (MA) processes in close collaboration with FEMA, federal ESF leads, and SLTT PH&M authorities, as appropriated. A U.S. Public Health Advisor has the ability to build relationships, establish communication channels and conduct liaison activities with SLTT EOC's and PH&M agencies, and situational awareness and exchange of information in multidirectional avenues to help promote a common operating picture (COP) and a unified response plan. The role participates in the after-action reporting process of teams and the development of after-action reports including critical evaluation of field operations, team performance, operating policies, and treatment techniques, and ensures findings are addressed in operational plans.

09/01/2019 – 12/01/2022

Maine State Government. Program and Policy Development Manager / Office of Aging and Disability Services, Department of Health and Human Services, State of Maine, Augusta, Maine

This full-time position plans, coordinates, and directs policy and program development at the Office of Aging and Disability Services (OADS) in the Maine Department of Health and Human Services (DHHS), to support the staff who administer and manage services for older adults and adults with disabilities. The position is responsible for collaborating with the executive management team, program managers, and others at OADS, DHHS agencies, and external stakeholders. Duties of the Policy Manager include: developing and writing new, and updating current, policies that are consistent with federal law, state law, current initiatives, and other applicable sources of authority; researching, analyzing and evaluating best practice models and policies utilized in other jurisdictions and developing recommendations to improve program operation and effectiveness; providing supervision to the Policy Writers and Policy Coordinators in accordance with human resources laws, policies, procedures and practices; implementing a project management system for policy and program development; implementing a system of periodic evaluation and revision of current OADS policies; working with OADS program managers in the implementation of new policy and program revisions; engaging with internal and external stakeholders, including OADS executive management team, across all program areas; and engaging in the design and implementation of training regarding changes to policy. This role communicates and interfaces with both CMS and the Administration for Community Living ("ACL").

**03/01/2015 – 09/01/2019 Ombudsman & Hospital Program Manager / Long-Term Care
Ombudsman**

The Hospital Program Manager is a full-time position at the Long-Term Care Ombudsman Program which manages regional ombudsman staff who work directly with hospitals, patients, and their support networks to assist highly medically complex consumers as they transition into long-term care from an acute care setting. This role works to advise and educate community members and organizations and provides advice for multiple stakeholders in helping extremely complex patients overcome barriers to accessing services. This position performs normal regional Ombudsman responsibilities as needed, including receiving, assessing, and resolving complaints/problems, which may adversely affect the quality of care, health, finances, welfare, and autonomy of a resident or patient. Maine Ombudsman work with nursing homes, assisted living facilities, residential care, and hospitals in Maine.

**02/01/2014 – 01/05/2015 Programs Manager / The Opportunity Alliance,
South Portland, Maine**

The Program Manager at the Opportunity Alliance is a full-time position which oversees and manages multiple state-based contracts and staff. Contracts included services for family and parenting support, leadership for support groups, classes for adults, and child supervision services. Direct supervision of up to 20 staff is required, including two Team Leader positions. In addition to supervision, stakeholder engagement, public speaking, grant-writing, annual reporting, and budgeting are required in this role. The Program Manager is also often called to testify in court about the provision of services to individuals and families.

**08/01/2012 – 02/01/2014 Associate Attorney / DeGrinney Law Offices
Portland, Maine**

Associate attorneys at DeGrinney Law Offices are expected to maintain a full-time caseload in general practice areas- this includes district, superior and probate court practice. A general practice attorney is a versatile legal professional with a broad range of expertise, capable of handling various legal matters for individuals, businesses, and organizations. As a legal generalist, their primary objective at a small law firm is to provide comprehensive legal guidance and representation to their clients. This role included drafting and reviewing contracts, wills, and legal documents to offering advice on personal and business matters, handling family law matters, such as divorce, child custody, and adoption, as well as real estate transactions and property disputes. Associate attorneys were expected to assist clients in navigating the intricacies of estate planning, tax issues, and probate proceedings, personal injury cases, employment disputes, and criminal defense matters. Of particular interest was abuse & neglect, elder abuse, and power of attorney abuse. Lawyer of the day assignments, where legal advice is given frequently and expeditiously, is expected.

Education

- 2016** Master of Public Health (MPH)
University of Southern Maine / Muskie School of Public Service
- 2016** Master of Policy, Planning, and Management (MPPM)
University of Southern Maine / Muskie School of Public Service
- 2011** Juris Doctor (JD)
University of Maine School of Law
(Licensed and in Good Standing)
- 2003** Bachelor of Arts (BA)
University of Maine

Academic / Teaching

- 2018 – 2024** Associate Professor / Public Health & Medicine
University of Vermont / Larner College of Medicine
Burlington, Vermont
- 2014 – 2020** Adjunct Professor / Graduate Health Professions
University of New England / College of Health Professions
Portland, Maine / Biddeford, Maine

Research / Policy

- Current Research** Hospital Closure and Transitions/ Medicare Advantage Plans / Special Populations / Age-Friendly Environments
- Past Research** Institutional Programming & Outcomes / Complex Hospital Patients
Medicare + Medicaid Eligibility / Long-Term Care
- Graduate Research** Elder Abuse / Financial Abuse / Power of Attorney Abuse
Complex Hospital Patients
Domestic Violence and Protection from Abuse/Harassment
- Graduate Assistantships** Teaching Assistant / University of Southern Maine

Licenses / Service / Internships

Licensed to Practice Law in Maine
Formerly Licensed Guardian ad Litem
Licensed Therapeutic Foster Parent
Portland Leadership Development Hub

Disability Rights Center Intern (2011)
Juvenile Justice Program Intern
Cumberland Legal Aid Clinic (2011)
Volunteer- Immigration Legal Advocacy
Project (2009)
Volunteer - Volunteer Lawyers Project (2008)

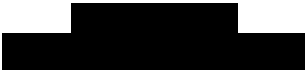
Committees / Memberships

American Rescue Plan Act Advisory
Committee / Cumberland County
America Bar Association
Age-Friendly Maine
Health Policy and Leadership Council /
Larner Medical School
Maine Medical Malpractice Screening Panel

Maine Council on Aging
Maine Financial Abuse Specialist Team
Maine Supported Decision-Making Coalition
Maine State Bar Association
Muskie School Advisory Committee
York County Elder Abuse Task Force
Zoning Board of Appeals / Portland, Maine

Joseph Zamboni

25 Catherine St. Portland, Maine 04102



February 8, 2025

Appointments Committee Chairman
c/o City Clerk
389 Congress Street
Portland ME 04101

Re: **City of Portland, Planning Board Vacancy**

To City of Portland Appointments Committee Chairman:

I am writing to express my interest in serving as a volunteer member of the Planning Board for the City of Portland. With a deep commitment to civic engagement and a strong background in municipal decision-making, I would welcome the opportunity to contribute my experience to the board's work in shaping Portland's future development.

I recently served for nine years on the Zoning Board of Appeals, including the last few years as Chair, where I gained extensive experience in evaluating land use regulations, interpreting zoning ordinances, and balancing community needs with responsible growth. This role required a keen understanding of urban planning principles, public policy, and regulatory frameworks, as well as the ability to collaborate effectively with city officials, residents, and developers.

I am eager to bring this experience to the Planning Board, where I can apply my knowledge of zoning and land-use policy to broader city planning efforts. My background has equipped me with strong analytical, research, and communication skills, all of which are essential for assessing development proposals, ensuring compliance with municipal plans, and fostering thoughtful, sustainable growth in Portland.

I would welcome the opportunity to discuss how my expertise aligns with the Planning Board's goals. Please feel free to reach out at your convenience. Thank you for your time and consideration—I look forward to the possibility of serving the City of Portland in this capacity.

Respectfully,

/s/ Joseph Zamboni

Mr Walter Biha

City of Portland | Generated 1/31/2025 @ 9:17 am by OnBoardGOV - Powered by ClerkBase

Status

Name Mr Walter Biha
Application Date 1/30/2025
Expiration Date 1/30/2026
Status Received

Board	Vacancies	Status	Actions
Police Citizen Review Subcommittee	0	Pending	☐

Basic Information

Name
Mr Walter Biha

Contact Information

Address
86 Congress St
Portland, ME 04101

Email
[Redacted]
[Redacted]
[Redacted]

Additional Information

Notes

Generated 1/31/2025 @ 9:17 am

Walter Biha

Portland ME 04101 | [REDACTED]

IT & ADMINISTRATIVE ASSISTANT PROFILE

Fueling organizational success through client-focused IT & administrative support

Motivated, and detail-oriented Computer Science student with a diverse background in service, maintenance, and aviation support. Purpose-driven, with proven skills in troubleshooting, team collaboration, and adaptability. Known for a strong work ethic, ability to manage high-stress situations, and commitment to problem-solving in support-focused roles. A fast learner with a passion for mastering new technologies. Eager to leverage technical coursework and a customer-first mindset in an environment that values service excellence and continuous improvement.

KEY QUALIFICATIONS

- **Demonstrated project management strengths**, along with the ability to orchestrate and lead logistics using resourceful problem-solving skills.
- **Spreadsheets & Word Processing**: Basic proficiency with software like Microsoft Word and Google Docs, as well as spreadsheet programs like Microsoft Excel or Google Sheets.
- **Cybersecurity Awareness**: Basic knowledge of online safety, such as creating strong passwords, recognizing common security risks, and understanding the importance of antivirus software.

AREAS OF EXPERTISE

Customer Service | Basic Troubleshooting | File Management | Software & Hardware Installation
Team Training | Client Relations | Project Management | Logistics Coordination | Collaborations
Teamwork and Collaboration | Process Improvement | Communication | Quality Assurance
Regulatory Compliance | Information Management & Recordkeeping | Networking Fundamentals

LANGUAGES:

- Swahili & Kirundi – native language
- French– speak fluently and read/write with high proficiency
- English– speak fluently and read/write with high proficiency

PROFESSIONAL EXPERIENCE

Direct Services professional (DSP) promoted House manager since 2020, Granite Bay Care (GBC)
Portland ME July 2017 – September 2022

Delivered compassionate, hands-on support to individuals with disabilities, ensuring safe and respectful assistance with daily activities and mobility. Attained CPR (Cardiopulmonary Resuscitation) certification and CRMA (Certified Residential Medication Aide) to provide essential medical support and administer medications according to regulatory standards.

- **Fostered an inclusive environment** by attentively addressing individual needs and supporting clients' physical and emotional well-being.
- **Collaborated with healthcare teams and families** to implement individualized care plans, promoting clients' autonomy and quality of life.
 - **Note:** This role concluded due to an injury requiring long-term medical leave. No longer able to meet the physical demands of this position, preventing return.

Ramp Agent, Delta Global Services (DGS PWM) – Portland ME

June 2013 – July 2017

Executed critical ground handling operations with precision to ensure aircraft safety and on-time performance. Safely loaded and offloaded passenger baggage and cargo in accordance with airline standards, maintaining speed and accuracy under time constraints.

- Expertly positioned aircraft onto taxiways and operated Aircraft Power Units (APUs) across various aircraft types.
- Reported accurate weight load information to ALIS and the Load Control Desk, ensuring proper weight distribution and compliance with safety regulations before RFID bag tagging.
- Adhered to all safety protocols and contributed to operational efficiency in a fast-paced, high-stakes environment.

Maintenance Worker, Portland international Jetport – Portland, ME December 2011 – June 2013
Accountable for the maintenance of airport facilities and equipment. Performed repairs as assigned, ensuring operational efficiency and safety in a high-traffic environment. Assisted in diverse facility upkeep tasks, including painting, preventative maintenance of jet bridges, and ensuring the safety and functionality of baggage handling systems.

- Collaborated with cross-functional teams to address urgent repairs and routine inspections, upholding rigorous safety and compliance standards.
- Demonstrated flexibility and adaptability in supporting various maintenance assignments across the airport to maintain seamless operations.

EDUCATION & TRAINING

- **Associates Degree, Computer Science**, Southern Maine Community College (in progress)
- **CRMA**, Certified Residential Medication Aide
- **CPR** (Cardiopulmonary Resuscitation) Certification
- **High school diploma**, Ecole Independante. (2010)

Walter N Biha

86 Congress St, Apt#2

01/30/2025

ME 04101

Portland



Dear City Clerk,

I am writing to express my strong interest in joining the Police Citizen Review Subcommittee. As a dedicated and community-oriented individual with a profound commitment to fostering transparent and accountable law enforcement, I am eager to contribute my skills and experience to this important endeavor.

With thirteen years of experience living in the Greater City of Portland and participating in various community work, I have developed a keen understanding of the critical relationship between law enforcement and the community it serves. My background, which includes volunteering at the soup kitchen, helping homeless people, and being a victim of a stabbing that occurred in 2022, has equipped me with the insight and perspective necessary to contribute effectively to the Subcommittee.

I am particularly drawn to the mission of the Police Citizen Review Subcommittee due to its emphasis on being transparent to the community it serves. I believe that my ability to provide insight and analysis based on my experiences helping the Greater Portland community will enable me to provide valuable input and assist in addressing community concerns and enhancing public trust.

Moreover, my experience working with diverse groups has prepared me to approach issues with sensitivity and an open mind. I am confident that my dedication to fairness and justice will align with the values and objectives of the Subcommittee.

I am enthusiastic about the opportunity to serve on the Police Citizen Review Subcommittee and to contribute to meaningful and positive changes in our community. Thank you for considering my application. I look forward to the possibility of discussing how my background, skills, and passion for community service can benefit the Subcommittee.

Sincerely,

Walter Biha

Randall Kilty

City of Portland | Generated 2/10/2025 @ 3:42 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Randall Kilty
Application Date 2/10/2025
Expiration Date 2/10/2026
Status Received

Board	Vacancies	Status	Actions
Landcare Management Advisory Committee	1	Pending	☐

Basic Information

Name
Randall Kilty

Contact Information

Address
5 Chamberlain Ave
Portland, ME 04101

Email
[Redacted]
[Redacted]

Additional Information

Notes
Generated 2/10/2025 @ 3:42 pm

WORK EXPERIENCE

Converge Consulting - Cambridge, MA

Independent Consultant

Dec2023 – Current

Supported client as QA/PM/stability SME during manufacture and release of drug substance and drug product for clinical trials.

- Completed for review and approval of all documentation for manufacturing and releasing GxP drug substance and drug product for clinical trials.
- Reviewed and approved all major and minor quality events and deviations associated with manufacturing and release testing activities.
- Completed required shipping forms and coordinated with vendors to ensure on-time shipment of clinical material for labeling activities.
- Authored several stability technical reports, SOPs, and IND/IMPd filing updates to support establishment of new expiry dates enabling longer storage for DS, DP, and intermediates.
- Managed multiple simultaneous clients including their project plans, meetings, and evolving priorities through early clinical stages.

Converge Consulting - Cambridge, MA

Independent Consultant (Project Manager)

Dec2021 – Jul2023

Dynamically supervised various CMC timelines while supporting team with shipping logistics, document organization, and process data management.

- Led weekly CMC team meetings and tracked key actions and decisions to effectively execute plans in program Gantt charts.
- Directed CMC shipping process and liaised with international external vendors to enable on-time shipping of clinical trial material, drug substance, and GLP tox material.
- Actively tracked CMC and clinical inventories to ensure adequate supply for clinical trials and CMC manufacturing activities.
- Established custom lot genealogy infographics detailing process manufacturing history which supported material usage planning and knowledge management.
- Developed secure folder system in Egnyte to act as intermediate storage location of GxP documentation and staging ground for EQMS system implementation.

Ziopharm Oncology Inc. - Boston, MA

Knowledge Manager, Technical Operations

Nov2020 - Sep2021

Actively managed a broad assortment of program projects and supported management with statistical analysis and data organization skills.

- Maintained complex program Gantt charts and regularly presented to stakeholders on key deadlines, critical inventory levels, program risks, and mitigation strategies.
- Constructed progress tracking systems for quality documents, process data, analytical results, stability testing, inventory management, and shipping requests to reliably deliver on timelines.
- Worked with international external vendors to coordinate contracts, shipping, and material ownership to facilitate stability testing and analytical development work.
- Owned and/or supported multiple deviations, CAPAs, and change controls including stability deviations, analytical method updates, product storage changes, and creation of new SOPs.
- Organized SharePoint and MS Teams for technical operations team to support easy access to technical and strategic information and reduce re-work.

DPS Group Global - Framingham, MA

Process Engineer, Technical Services Operations

Jan2019 - Nov2020

Utilized statistical software alongside engineering principles to perform data aggregation, data analysis and problem solving for a client with various technical needs.

- Authored multiple product stability technical reports and IND annual update sections under tight timelines which enabled extended product expiry periods for clinical material.
- Developed comprehensive system for reviewing, verifying, and trending stability data to continuously ensure product quality over time.
- Optimized process performance by comparing filtration yield losses across various filter sizes.
- Created process flow diagrams and process models for both small molecule and gene-therapy products to maintain and improve process understanding.
- Reviewed and edited stability program procedures to align practices and provide clarity across product groups.

Pfizer Global Supply - Andover, MA

Technology Scientist/Process Engineer, Site Technical Services

Aug2015 – Jan2019

Designed, implemented, and maintained lean Continued Process Verification (CPV) programs at a multi-product facility.

- Designed innovative process workflow to streamline quality control data investigations that reduced non-value-added quality assurance reports by 80%.
- Served as project lead of BPOG working group focused on interpreting CPV metrics and using results to streamline and improve effectiveness of local programs.
- Acted as chair of the sustainability culture team which successfully chartered action plans for waste reduction strategies that would save Pfizer 4,000 lbs. of solid waste per month.
- Received mission award for robust preventative actions that eliminated poor process capability from assay transfers.
- Accepted W.E Upjohn award for providing technical input to a challenging process yield investigation.

Genzyme, a Sanofi Company - Allston, MA

Process Engineer Associate, Manufacturing Science and Technology

May2013 - Aug2015

Supported upstream manufacturing process as a cell culture subject matter expert and provided on-call support to enable optimized bioreactor performance.

- Authored numerous technical reports and impact assessments supporting upstream manufacturing and material release activities.
- Executed real time statistical process monitoring using custom data visualization scripts and PI Historian to ensure process consistency.
- Led cross-functional team to resolve major investigation on intricate data systems compliance issues.
- Received recognition award for on-time evaluation of Vi-Cell automated cell counting equipment through active team leadership and decision making throughout the validation process.
- Managed an extensive extractables and leachables study for small parts resulting in \$6,000 cost savings due to intelligent design of sampling and testing protocols.

EDUCATION

Tufts University - Medford, MA

Sep 2009 - May 2013

Bachelor of Science in Chemical and Biological Engineering

SKILLS

Certifications/Training

cGxP, Deviations/Investigations, CAPA, Change Control, Document Control, Data Verification, Basic statistics, Six Sigma yellow belt, Technical Writing, Crucial Conversations

Computer Skills

Microsoft Office (Project, Word, PowerPoint, Excel/VBA, Outlook, Teams), JMP, Minitab, Veeva, DocuSign, TrackWise, Egnyte, SharePoint

VOLUNTEER EXPERIENCE

Big Brothers Big Sisters of America

Big Brother/Mentor 2015-2016

Sustainability Culture Team, Pfizer

Committee Chair 2018-2019

Rivanna Trails Foundation

Trail Steward 2019-2021

Randall Kilty

5 Chamberlain Ave, Portland, ME 04101

[REDACTED]

[REDACTED]

2/10/25

Dear Members of the Landcare Management Advisory Committee,

I am writing to express my interest in serving on the Pesticide Management Advisory Committee (PMAC). As an advocate for sustainable environmental practices and a passionate proponent of organic land care, I believe my skills and experience align closely with the committee's mission to advise on the implementation and administration of the City of Portland's Pesticide Use Ordinance.

I have a deep commitment to environmental sustainability, having worked in various capacities to promote green initiatives both in my professional career and personal life. Whether through my volunteer work as committee chair of the sustainable culture team at Pfizer, where I collaborated with internal departments and local organizations to promote eco-friendly practices, or through my efforts supporting hiking trail maintenance, I have cultivated a solid understanding of sustainable principles.

I am particularly interested in the committee's work on education and outreach. Educating Portland residents and property owners about the benefits of organic land care is crucial, and I am eager to contribute to programs that will guide them in making sustainable choices for their properties. I would also value the opportunity to be involved in advising the Sustainability and Transportation Committee about potential amendments to the ordinance and ensuring that it remains effective and forward-thinking.

I understand the important responsibility the committee has in hearing and ruling on waiver requests for emergency pesticide use. I believe my approach to problem-solving, which emphasizes balance between environmental concerns and practical needs, will allow me to contribute fairly and thoughtfully to these decisions.

I would be honored to contribute my time, knowledge, and energy to the Pesticide Management Advisory Committee. I look forward to the possibility of working alongside fellow members of the committee to advance the City of Portland's environmental goals.

Thank you for considering my application. I would welcome the opportunity to discuss my qualifications further.

Sincerely,
Randall Kilty

Rachel Schlein

City of Portland | Generated 1/31/2025 @ 9:14 am by OnBoardGOV - Powered by ClerkBase

Status

Name Rachel Schlein
Application Date 1/13/2025
Expiration Date 1/13/2026
Status Received

Board	Vacancies	Status	Actions
Police Citizen Review Subcommittee	0	Pending	☐

Basic Information

Name
Rachel Schlein

Contact Information

Address
34 Greenleaf St
Portland, ME 04101

Email
[Redacted]
[Redacted]

Additional Information

Notes

Generated 1/31/2025 @ 9:14 am

RACHEL SCHLEIN, LCSW, LADC

34 Greenleaf St., Portland, Maine 04101

EDUCATION

Master of Social Work

University of Southern Maine, Portland, Maine

May 2011

Bachelor of Arts

Hampshire College, Amherst, Massachusetts

May 2005

WORK EXPERIENCE IN SOCIAL SERVICES

Behavioral Health Liaison, Kennebunk, Maine

September 2021–Present

Embedded within the Police Department

Co-response and follow-up to behavioral health-related calls for service

Promotes officer wellness initiatives

Private Practice Psychotherapy, Biddeford, Maine

November 2014–June 2021

Outpatient counseling with adults

Specializing in the treatment of addiction, trauma, and criminality

Catholic Charities Counseling Services, Portland, Maine

July 2013–March 2015

Outpatient social worker and substance use counselor

Provided therapy, assessments, treatment planning, and case management

Focus on adults criminally involved and/or seeking medication assisted treatment

Milestone Recovery, Old Orchard Beach, Maine

August 2012–June 2013

Substance use counselor with men in residential treatment for late-stage addiction

Individual and group therapy within the therapeutic community modality

Provided assessments, treatment planning, screenings, and case management services

Port Resources, South Portland, Maine

January 2012–August 2012

Residential and outpatient clinician for individual, milieu, group, and family therapy

Served adolescents and adults with intellectual and developmental disabilities

HCT (Section 65) clinician for children and families in their homes

Milestone Recovery, Old Orchard Beach, Maine

August 2011–November 2011

Per diem substance use counselor with men in treatment for late-stage addiction

Assisted in group work and counseling within the therapeutic community modality

VNA Home Health and Hospice, South Portland, Maine

July 2009–February 2011

Home Health Aide in homes and inpatient facilities

Provided support around illness, disability, and end-of-life

Hospice of Southern Maine, Scarborough, Maine

July 2007–November 2009

Certified Nursing Assistant and Home Health Aide

Part of an interdisciplinary team that opened a new 18-bed inpatient hospice facility

Provided support to patients and families around end-of-life and bereavement

Aging Excellence, Portland, Maine

September 2008–October 2009

Per diem Personal Care Assistant in homes and inpatient facilities

Provided support around illness, aging, disability, and end-of-life

Mercy Hospital, Portland, Maine *September 2006–June 2007*
 Certified Nursing Assistant on a cardiac care medical/surgical floor
 Provided support around diverse and complex medical and social needs

**COMMUNITY
SERVICE AND
INTERNSHIPS**

East End Community School, Portland, Maine *October 2023–Present*
 Parent volunteer at neighborhood elementary school
 Assist classrooms teachers with academic support to students
 Assist Community Coordinator with needs-based projects within the school

York County Peer Support Team *September 2022–Present*
 Volunteer clinician on law enforcement peer support team
 Provides individual and group clinical support to first responders
 Participates in critical incident debriefs and offers stress management resources

Mainers Together, Portland, Maine *April 2020–September 2020*
 Volunteer working to address community needs related to the Covid-19 pandemic

Big Brothers Big Sisters, Portland, Maine *April 2015–June 2016*
 Relationship-based mentor for a child in Southern Maine

Cumberland County Jail, Portland, Maine *July 2011–October 2011*
 Volunteer in Pre-Release Center
 Provided release planning, case management, and informal counseling

Milestone Recovery, Portland/Old Orchard Beach, Maine *September 2010–May 2011*
 Intern at inpatient detox and long-term residential treatment programs for addiction
 Participated in individual and group counseling, assessment, and treatment planning

East End Community School, Portland, Maine *September 2009–June 2010*
 Intern as a school social worker with elementary-aged children
 Worked with individuals, groups, and families, with a focus on special education

Reiche School, Portland, Maine *December 2005–June 2006*
 Volunteer in an English language learners classroom

Literacy Volunteers, Amherst, Massachusetts *September 2004–May 2005*
 Tutor for an adult English language learner

Tedford Shelter, Brunswick, Maine *June–August 2003*
 Assisted with care of homeless adult residents

**ADDITIONAL WORK
EXPERIENCE AND
SKILLS**

Parenting, restaurant and food-related work, writing, and visual arts

RACHEL SCHLEIN**34 Greenleaf St., Portland, Maine 04101**


City of Portland
389 Congress St.
Portland, ME 04101

January 13, 2025

To Whom It May Concern:

I'm writing to express my interest in being part of the Police Citizen Review Subcommittee. My desire to be more civically engaged in my community, specifically around city government, is what most draws me to this opportunity.

I think the combination of being a devoted resident of Portland, a social worker, and someone who currently works with police officers makes me a great fit for this committee. I have experience serving people of all walks of life, most frequently those who are marginalized and underserved. I also have many years of direct experience navigating complex social, legal, and bureaucratic systems. And I also have an on-the-ground knowledge of working in the field of law enforcement.

I'm very excited about this opportunity, and hope I get to talk with you further about the ways in which I think I would be a great fit.

Thank you very much for your time and consideration.

Sincerely,

Rachel Schlein

Mr. Matthew C. Lax

City of Portland | Generated 2/5/2025 @ 9:02 am by OnBoardGOV - Powered by ClerkBase

Status

Name Mr. Matthew C. Lax
Application Date 2/2/2025
Expiration Date 2/2/2026
Status Received

Board	Vacancies	Status	Actions
Rent Board	1	Pending	☐

Basic Information

Name
Mr. Matthew C. Lax

Contact Information

Address
31 High St.
Apt. 1
Portland, ME 04101

Email
[Redacted]
[Redacted]
[Redacted]

Additional Information

Notes
This is an application for re-appointment to the District 1 seat.

Thank you for your consideration.

Matthew C. Lax

Generated 2/5/2025 @ 9:02 am

PROFESSIONAL EXPERIENCE

Bellwether Technology Corp., New Orleans LA - Remote Worker *Solutions Engineer II*

NOVEMBER 2017 - PRESENT

- Develops and standardizes IT managed services projects and products
- Hired as an Escalation Engineer I, promoted to Escalation Engineer II in April 2017, and offered the Solutions Engineer role December 2021

UR Business Network, Boston/Woburn/Quincy MA *Technology Consultant*

MAY 2013 - NOVEMBER 2017

- Built and maintained multiple audio broadcast and recording studios
- Worked with ownership developing short and long-term company strategy

Unregular Radio & F Nice Records, Boston MA *General Manager*

JANUARY 2007 - APRIL 2013

- Managed staff, physical facilities, IT, and strategic vision for 24/7 radio programming and weekly live events
-
- Ran board meetings, developed or approved all business contracts

COMMUNITY WORK

Preble Street, Portland, ME

JANUARY 2023 - PRESENT

- Weekly volunteer at the Teen Center preparing and serving food for kids

Big Brother Big Sister of Southern Maine

March 2024 - PRESENT

- Mentors teenager to support their personal growth and education

EDUCATION

Newbury College, Brookline MA *Bachelors in Business Management*

SEPTEMBER 2004 - AUGUST 2007

- Studied leadership, organizational theory, accounting, and economics
- Graduated Magna Cum Laude

Matthew C. Lax
31 High Street. Apt. 1
Portland, ME 04101

City Council
389 Congress St
Portland, ME 04101

Dear City Council,

I am applying for the reappointment to the District 1 seat on the Portland Rent Board. I was originally appointed to fill a vacant seat left mid-term, which had only had a year in it, and would like to continue on the board and serve a full 3-year appointment.

Over the past year of service as a member of the Portland Rent Board I have had excellent attendance, actively contributed in meetings, and worked hard to uphold the Portland Rent Control Ordinance and the duties placed on board members. This includes becoming a diligent student of our City's rent control laws, and continually working to grow my value as a member of the board. In my preparations, participation in deliberations, and voting I strive to be purely objective in both the intention and letter of the law.

Additionally, I currently serve on a sub-committee appointed by the Rent Board to improve its Rent Increase Application form. This is allowing me to use my professional experience in process creation, refinement, and documentation for the benefit of the board and future rent increase applicants. I would certainly like to see these subcommittee duties through by being reappointed; though that is not my only reason for applying to a full term as I enjoy all of the duties of being a board member.

My resume is submitted along with this letter. I can happily provide any other information or answers as requested to support my application.

In Honesty,

Matthew C. Lax

Matthew C. Lax

Dr Matthew Edward Walker

City of Portland | Generated 2/7/2025 @ 2:26 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Dr Matthew Edward Walker
Application Date 2/7/2025
Expiration Date 2/7/2026
Status Received

Board	Vacancies	Status	Actions
Rent Board	1	Pending	☐

Basic Information

Name
Dr Matthew Edward Walker

Contact Information

Address
655 Congress St, Apt 605
Portland, ME 04101



Additional Information

Notes
Thank you.

Generated 2/7/2025 @ 2:26 pm

Matthew E. Walker

CONTACT	655 Congress St #605 Portland, ME 04101	
CURRENT POSITION	Planetary Science Institute , Tuscon, Arizona Associate Research Scientist	2021+
EDUCATION	University of California, Los Angeles , Los Angeles, California Ph.D. Geophysics and Space Physics	2017
	University of Southern Maine , Portland, Maine B.A. Physics/B.A. Mathematics (Double Major) <i>Magna Cum Laude</i>	2010
SCIENCE EXPERTISE	Dr.Walker's work is heavily focused in the areas of geophysics, orbital mechanics, and continuum mechanics: • Expanded capability of tidal models to include a wider array of orbital and rotational parameters and a high order Fourier series representation • Developed a set of coupled software packages to link tidal potential to planetary deformations including tidal displacement, stress, strain, and tidal heating • Advised science and engineering teams on planetary conditions for mission hardware	
PREVIOUS POSITIONS	University of Southern Maine Visiting Assistant Professor of Physics	2018 - 2020
	Postdoctoral Scholar Advisor: ASU Professor, Alyssa Rhoden	2017 - 2018
	Insert Tidal Here: A Planetary Evolution Cookbook Advisor: UCLA Professor, Jonathan Mitchell Committee: Bruce Bills (NASA JPL), Jean-Luc Margot (UCLA) David Jewitt (UCLA), Smadar Naoz (UCLA)	2011 - 2017
	NASA JPL Intern - Orbit/Rotation Dynamics Advisor: NASA JPL Scientist, Bruce Bills	Summer 2013/'15
	Asteroid Spectroscopy, Photometry, and Taxonomy Advisor: USM Professor, Julie Ziffer	2008 - 2011
INVITED TALKS	Europa Clipper Lecture Series - March 20, 2020 NASA Goddard Space Flight Center - April 11, 2018	
SELECTED WORKS	A.R. Rhoden, M.E. Walker , M.L. Rudolph, M. Bland, M. Manga. (2024). The evolution of a young ocean within Mimas . Earth and Planetary Science Letters (Volume 635), [118689] R.R. Lien, K. L. Craft, M.E. Walker , G.W. Patterson, A.R. Rhoden. (2023). Tidally induced fault motion within Europa's ice shell and implications for subsurface communication development . Icarus (410), [115726] M.E. Walker , A.R. Rhoden (2022). Tidal Heating at Europa Using the Multifrequency Analysis of Tidal Heating Toolkit . The Planetary Science Journal 3:149 A.R. Rhoden, M.E. Walker (2022). The case for an ocean-bearing Mimas from tidal heating analysis . Icarus (376), [114872] M.L. Rudolph, M. Manga, M.E. Walker , A.R. Rhoden (2022). Cooling Crusts Create Concomitant Cryovolcanic Cracks . Geophysical Research Letters 49 Hurford, T. A., E. Asphaug, J. N. Spitale, D. Hemingway, A. R. Rhoden, W. G. Henning, B. G. Bills, S. A. Kattenhorn, and M. Walker (2016), Tidal Disruption of Phobos as the cause of surface fractures . J. Geophys. Res. Planets, 121	

February 07 2025

Matthew Walker
655 Congress St #605
Portland, ME 04101

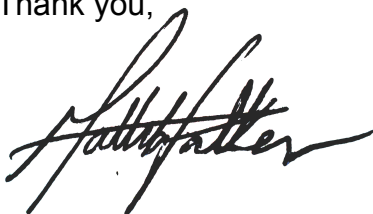
Dear Mayor Dion, Council Members, Rent Board, and City Staff,

My name is Matt Walker and I write today to offer my continued service on the District 2 Rent Board seat. Over the last couple years that I have been serving on the board, I have learned a lot about public service and, while it is a lot of responsibility, I feel like it is important work that aims to meet the needs of Portland.

Importantly for our city, this board has been making pretty regular procedural adjustments to ensure a fair and transparent process for the applicants and appellants before us, as well as for the general public. This process has considerably matured the board, and I am proud to have been able to participate in these processes to streamline our proceedings.

And so, it would be my honor to continue to help the City of Portland provide the support necessary to administer the city Rent Control program. This work is critical, in my mind, to make sure that applicants can provide safe, stable, and well maintained housing for our people while ensuring that Portland remains a welcoming place for everyone. Yes, of course, we are fortunate to live in such a naturally beautiful place, our community is full of art and events, and we have a fantastic restaurant scene - but in the end, it's the people who make Portland such a great place. It is my absolute pleasure to work with their needs in mind.

Thank you,

A handwritten signature in black ink, appearing to read "Matthew Walker", with a stylized, flowing script.

Dr. Matthew Walker

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS & COMMITTEES

ORDERED, that the following people are hereby appointed to the Boards and Committees indicated for the stated term:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Michael Fox	Planning Board (Filling Vacant Term)	2/28/2027
Nicholas Messina	Planning Board	2/29/2028
Kelsey Robertson	Planning Board	2/29/2028
Joseph Zamboni	Planning Board	2/29/2028
Walter Biha	Police Citizen Review Subcommittee	3/31/2028
Randall Kilty	Police Citizen Review Subcommittee (Filing Vacant Term)	3/31/2027
Rachel Schlein	Police Citizen Review Subcommittee	3/31/2028
Matthew Lax	Rent Board (District 1)	3/31/2028
Matthew Walker	Rent Board (District 2)	3/31/2028

BE IT FURTHER ORDERED, that these appointments are enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to allow the appointees to begin work immediately.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 4, 2025

SUBJECT: Order 139-23/24 Appointing Troy Moon to the Landcare Management Advisory Committee - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order appoints Sustainability Director Troy Moon to the Landcare Management Advisory Committee (formally named Pesticide) as the City Manager's appointee. This is an annual appointment. If approved, this term will be February 1, 2025 to January 31, 2026.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Troy Moon to LMAC

Prepared by:

Date: 03/04/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING TROY MOON TO THE LANDCARE MANAGEMENT
ADVISORY COMMITTEE**

ORDERED, that Troy Moon is hereby appointed to the Landcare Management Advisory Committee, with a term effective from February 1, 2025 to January 31, 2026.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 7, 2025

SUBJECT: Order 140-24/25 Order Appointing Michael Murray to the Board of Directors of the Casco Bay Island Transit District - Sponsored by Mark Dion, Mayor

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order appoints Public Works Director Michael Murray to the Casco Bay Island Transit District Board of Directors as the Mayor's appointee. This is an annual appointment. If approved, this term will be for the calendar year 2025.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Michael Murray To The Board Of Directors Of The Casco Bay Island Transit District

Prepared by:

Date: 03/07/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING MICHAEL MURRAY TO THE BOARD OF DIRECTORS OF
THE CASCO BAY ISLAND TRANSIT DISTRICT**

ORDERED, that Michael Murray is hereby appointed to the Board of Directors of the Casco Bay Island Transit District for the remainder of 2025.

MEMORANDUM
City Council Agenda Item

FROM: Andrew Ransom Keyek
DATE: February 21, 2025
SUBJECT: Order 141-24/25 Declaring June 8, 2025 the Resurgam Music Festival - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle West; City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 3/17/2025

Final Action 3/17/2025

Can action be taken at a later date: No Organizer need approval to plan their event.

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

PRESENTATION: A representative from Maine Academy of Modern Music and Public Assembly Facilities Division will be available to answer any questions at the meeting.

I. SUMMARY

Order declaring Sunday June 8th 2025 as Resurgam Music Festival.

II. AGENDA DESCRIPTION

The Maine Academy of Modern Music will present its fourth annual Resurgam Music Festival on Sunday June 8, 2025. The festival will take place on Portland's waterfront and will utilize the following: Amethyst Park, Moon Tide Park, Ocean Gateway, Ocean Gateway Parking lot and a small portion of the queuing lanes. Resurgam is an inclusive, community-minded music and arts festival that will showcase Portland's creativity and youth. The event is free and open to the public.

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

III. BACKGROUND

This will be the fourth annual Resurgam Music festival, third year held on Portland's waterfront.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Council declaring Resurgam Music Festival on Sunday June 8th 2025 on Portland's waterfront as a festival.

V. FINANCIAL IMPACT

All permit, impact, license and staffing fees will be paid by the organizer.

VI. STAFF ANALYSIS AND BACKGROUND

The Public Assembly Facilities Division has worked with the organizers on various events in our parks and public spaces and we are confident in their ability to host the festival.

VII. RECOMMENDATION

It is recommended that the order be declared.

VIII. LIST ATTACHMENTS

1. 2025 Reusrgam City Council Memo
2. Tier III Parks and Spaces Special Event Application
3. Consent Item - Resurgam Music Festival

Prepared by:
Andrew Ransom Keyek
Date: 02/21/2025



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: February 21, 2025
RE: RESURGAM Festival

I am requesting that the following order be placed on the next City Council agenda:

**Order authorizing and declaring RESURGAM 2025
to be held Sunday, June 8, 2025 as a Festival.**

Date: June 8, 2025

The Maine Academy of Modern Music will present its fourth annual Resurgam Music Festival in Portland's waterfront, Amethyst Lot, Moon Tide Park, Ocean Gateway and Ocean Gateway Parking Lot and a small portion of the queuing lanes, on Sunday June 8, 2025. Resurgam is an inclusive community-minded music and arts festival that will showcase Portland's creativity and youth. This event is free and open to the public.

6:00am - Site Build

11:00am - 7:00pm - Festival run time

11:00pm - Site Cleared

EVENT DESCRIPTION This will be a one day event with four small stages, all outside and inside Ocean Gateway for voice, acoustic music, theatrics and amplified music organized by the Maine Academy Of Modern Music (MAMM). It will highlight the participants and graduates from MAMM. This will be an event that is open to the public and anticipates between 2500-3000 attendees throughout the day. It is proposed to have three contained beer gardens, two outside (Moontide Park and Queuing lanes) and one inside Ocean Gateway, staffed by the City's Parks, Recreation, and Facilities Department. Food trucks will be positioned in the Visitor's Information Center parking lot and Amethyst Lot. A maker's market will be set in various locations within the festival foot print for the sale of handmade crafts.

OPERATIONS

Street Closures: N/A. Public Works has been notified.

Parking: Attendees are encouraged to walk, bike and use public transportation. Parking will be available on city streets and utilizing nearby business parking lots is in the process.



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

Trash Plan: MAMM will provide trash and recycling containers and will be responsible for the removal and site clean.

Security: Portland Police Department will be hired. Staff will consist of one Sergeant and four Patrol Officers. Beer gardens will be staffed with staff hired from the Parks, Recreation, and Facilities Department and two Event Managers for the event.

Emergency Medical Service: Portland Fire Department will be hired. Assets will consist of an on site staffed ambulance, a Gator and two staff for a total of four onsite staff.

Power: The majority of the power will use existing sources around the site. Possible use of a small portable generator associated with the Amethyst Park stage.

Stages: The **main stage, 24 ft X 20 ft**, will be in the parking lot to the south west of Ocean Gateway and will be facing SW. The **second stage, 20 ft X 16 ft**, will be located along the waterfront in Amethyst Park and will be facing N. The **third stage 10 ft X 20 ft** will be facing Moon Tide Park under the Visitor's Center Awning. EMS access to Sail Maine has been reviewed by the Portland Fire Department. Stage permits will go through the Building Department.

Food Services: Food trucks will be placed in the parking lot of the Visitor's Center, Amethyst Park and on private property. Foodtrucks are required to be licensed by the City of Portland. A Temporary Food Service License application has been filed at the Business Licensing Office by MAMM.

Alcohol: One beer garden will be located inside the Ocean gateway and will be monitored by staff from the Parks, Recreation, and Facilities Department. One beer garden will be in the parking lot by the main stage and one in Moon Tide Park **with bike rack enclosure**. The two outdoor beer gardens will have a secure entry/exit and will be staffed by Parks, Recreation, and Facilities Department staff.

Maker's Market: Moon Tide Park and Amethyst Park will be used as a Maker's Market selling goods. Vendors will also line portions of the walkways in and around the site including some in Visitor's Center and the Main stage area. A Street Goods Vender's License has been applied for with the Business Licensing Office. Nothing larger than a 10X10 pop up tent will be used.

Amplified Sound: An Entertainment License has been submitted for Amplified Sound. Event will run from 11:00am - 7:00pm. The smaller performances in front of the Visitor's Center will use a small PA system with the other two outside stages using a sound system.



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

Portable Restrooms: MAMM will provide a bank of up to 10 portable restrooms placed throughout in the food truck area and by both beer gardens outside. The Visitor's center and Ocean Gateway building will be available for use of indoor public restrooms.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Resurgam 2025 organizer, for the use of the above-described area for said events, subject to the following conditions:

- Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during said event, other than what is approved by City Council – taking place in designated areas in Ocean Gateway and two beer gardens as designated.
- PA Systems will be used at each stage (voice & music). Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained under 85 dB A's and be configured by the event organizer and the City to focus volume away from residential housing, limiting any sound impacts in residential areas;
- Organizer shall indemnify the City and hold it harmless from and against all claims arising out of activities during said event, and shall take out and maintain public liability insurance coverage (as well as alcohol liability coverage) in the amount of at least \$1,000,000 per occurrence for personal or bodily injury, death, or property for said purposes;
- Conditions for use of grounds, specified in a contract and permit issued from the Public Assembly Facilities Division, shall be adhered to;
- Organizer shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the Festival;
- City permit fees, license fees, and costs for city staff assistance will be paid by the organizer (organizer will hire Police Officers and Medical Officers to assist with the festival and hire Public Assembly Facilities staff to oversee Festival;
- Times are subject to change depending on weather etc.

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 Festival.

Document prepared by Andrew Ransom-Keyek, PAFD Event Manager



**TIER III / SPECIAL EVENT
PUBLIC PARK AND SPACE**
City of Portland, Public Assembly Facilities Division
221 Canco Road Suite A
Portland, Maine 04103
207-808-5434
Rusty Groh - rgroh@portlandmaine.gov



TIER III APPLICATION FEE \$50.00
EXPECTED ATTENDANCE 2000+

PAYMENT MUST BE MADE WHEN SUBMITTING COMPLETED APPLICATION

(This is a transferable/non-refundable fee. If your event is permitted, the \$50.00 will be credited toward your permit fee.)

For uses of city property, there are typically: 1) fees charged for use of the area, 2) a security deposit required, 3) insurance required and 4) Area Impact Study. There may be fees due and applications required from other City Departments.

TODAY'S DATE	01/07/2025	ORGANIZATION NAME	Maine Academy of Modern Music		
ADDRESS (Street/City/State/Zip)	125 Presumpscot st #14 Portland Maine 04103				
CONTACT NAME(S)	Jeff Shaw	TITLE(S)	Executive Director/ Founder		
PHONE	207-899-3433	PHONE	207-831-0990	PHONE	
EMAIL	Jeff@mamm.rocks	EMAIL		EMAIL	

PARK AREA / PUBLIC SPACE REQUESTED	Ocean Gateway/ Amethyst Park/ Queuing lanes/ Visitors center		
EVENT DAY(S) & DATE(S)	June 08th 2025	RAIN DAY(S) & DATE(S) (50% added fee)	NO RAIN DATE
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	5am- 11:30pm	EVENT START & END TIME	11am-9pm

EVENT NAME	EVENT CLASSIFICATION Road Race, Parade, Public Assembly, Music Festival, Block Party	EXPECTED ATTENDANCE
RESURGAM MUSIC FESTIVAL	SPECIAL EVENT	2000+

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park that you would like to permit and please describe the event in detail using the **AREA IMPACT STUDY(AIS) CHECKLIST**. [\(add link to guide.\)](#)

AREA IMPACT STUDY

COMPLETED

1. Description of event. Brief description of event and event history so that all departments may better understand your event request. (Downloadable format)	X
2. Permits. Include all applicable permits from all pertinent city departments.(Fire,Police,City clerk...)	X
3. Detailed site plans. Include maps of venue, parade and course routes, parking/shuttle plans, evacuation plans... (Downloadable format)	X
4. Event components. Event time frame, sound levels, neighborhood impacts, road closures, security/police, EMS services. (Downloadable format)	X

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: _____ FEE _____ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$ ZERO

	STUDENT FEE	\$
--	--------------------	----

PLEASE CHECK OFF AND ANSWER:

Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.				
		X-YES	X-NO	AIS
*	Are you setting up a canopy(s) ? (10'x10' size or smaller) How many?	X		
*	Do you wish to set up a tent(s) and/or stage(s) ? A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 207-874-8703 for more information. PLEASE apply at least 2-weeks before your event. Tent/Stage Size(s): Exact Location(s) of Tent/Stage Placement Requested: *** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***	X		Permit Required Include on Site Plan
*	Will you be setting up tables and/or chairs ? How many tables: chairs:	X		Include on Site Plan
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:			Include on Site Plan
*	Will there be refreshments at the event? Do you wish to sell food ? If so, you will need approval from PAFD and possibly a Temporary Food Service License from the Business Licensing Office. PLEASE provide them at least 2 weeks advance notice (207-874-8557). List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event.	X		License Required Include on Site Plan
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (207-874-8557) – 2 week notice. List items you wish to sell:	X		License Required Include on Site Plan
*	Do you wish to sell or provide Alcohol ? If yes, you must complete the application for a Liquor License specific to your event through the State of Maine and submit the application to the City of Portland Business office first. Application will need City of Portland's approval prior to going to the State. Questions? please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email- MaineLiquor@maine.gov .	X		License Required
*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music? Band? DJ? Boom Box? If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X		License Required Include on Site Plan & Event Components
*	Will your event require electricity ? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A \$40 activation fee is required.	X		
*	Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.		X	
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (207-874-8493).	X		Bike barricades
*	Will your event require street closures ? Will your event affect METRO BUS ROUTES ? (Please be specific under "Description of Event")		X	Include on Event Components

*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please visit: https://portlandmaine-portal.app.transform.civicplus.com/forms/26740	X		Required
*	Will your event require Fire/EMS assistance? (For a large walk/race, it may be required.) To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 207-874-8400.	X		Required
*	Will your event require Parking Control assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 207-874-8910 well in advance to arrange.			
*	Will your event require portable-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated Septic. 1 unit/50 people when serving alcohol 1 unit/75 people with no alcohol	X		Include on Site Plan
*	Will your event require waste management and recycling? What is the waste management plan?	X		Include on Site Plan & Event Components
	For events where more than two thousand (2,000) individuals anticipated to gather or participate in the event or activity in the park, the permittee shall provide a bond in the form of cash, certified check or surety bond from a surety company qualified to do business in the State of Maine in an amount of not less than two thousand dollars (\$2,000.00). Such a bond shall be utilized to guarantee cleanup of the area and shall be applied against claims by the city for excessive damage to real or personal property in the park.	X		Required

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X		Required
♦ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage 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. You shall also be responsible for any and all deductibles and/or self-insured retentions. ♦ Both the Certificate of Insurance and Additional Insured Endorsement shall be sent to rgroh@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).				

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

EVENT REVIEW

The PAFD Office holds a monthly meeting where proposed events are discussed and reviewed by City Departments. For some events, organizers will be asked to present before the committee. Some potential factors may necessitate your event receive City Council approval.

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by PAFD Office and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You are required to have a fire extinguisher with in the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) If over 150 people are expected to attend the event, a \$25 user fee is required (paid to PAFD). If extra units are rented by the organizer, then no additional user fee is assessed. Porta-restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to

call the porta-restroom company (Associated Septic / Royal Flush, 207-799-1980, M-F) to request and pay for a cleaning. If renting units, the organizer has the option of renting from Associated Septic / Royal Flush, or from other local companies.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Please DO NOT mark city property in any permanent way. DO NOT use SPRAY PAINT or SPRAY CHALK. DO NOT STAPLE or NAIL anything to trees. Children's Art Chalk can be used on hardscape areas with permission from PAFD Office. Tape may also be used. If markings remain for more than a few rain storms, event organizers are responsible for removing them. If city staff or contractors need to remove the markings, event organizers are responsible for the cost of staff time and materials. You may also place signs on stakes in the grass areas bordering trails/race routes (when applicable). Please remove all signage immediately following the event.

USE OF CANDLES

It is preferred that LED lighted candles or glow sticks are used. If flammable candles are used this may need to be approved by the Portland Fire Department. Please make sure all candles have drip protectors to prevent wax from dripping on hardscape surfaces, which may cause permanent stains/damage. Please make sure all candles are extinguished before being thrown away. Please collect all spent candles so there is no trash left behind. Please take safety precautions: bring a fire extinguisher, gallon of water, etc. in case of fire. **Any damage** (dripped wax absorbed into hardscape causing stains, etc.) **will result in a forfeiture of your security deposit.**

ADA COMPLIANCE

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$20 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs (\$25 each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). Please make sure signs are removed once the event is complete.

FIREWORKS

Organizers wishing to have fireworks as part of their event must contact the Portland Fire Department directly. Permits will need to be obtained through the Portland Fire Department, the State of Maine and possibly through the US Coast Guard.

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, marijuana, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require an Entertainment License from the PAFD Office. If the Police Dept./City Staff receive noise complaints, they will respond accordingly. Please set the PA System up with speakers facing away from businesses/residences to lessen impact. Please keep volume levels low out of consideration for nearby residents and businesses. The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 85 decibels / C-weighted 95 decibels. One verbal warning shall be issued if the sound has been found to have exceeded those limits. The warning may be given to the sound board operator or the organizer/organizer's designee. If the decibel limit is found to have been exceeded a second time during the same event, the entertainment license (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

Events must be canceled with PAFD prior to the event date in order to be eligible for a refund. If canceled within 2 weeks of the scheduled event date, a \$75 cancellation fee may be charged.

NOTIFICATION
Please keep a copy of your event permit on site at all times. City staff may require proof of permit. If there are members of the public in the reserved space upon arrival, please present the permit as proof of reservation & approved usage. If you need assistance, please contact the Police Department at (207) 874-8574.. You may put up temporary A-frame signs to alert the public to your event or place signage on orange cones, etc. Signs are to be up DAY OF EVENT ONLY. Please remove all signage immediately following the event. Please call Portland Police Dept. (874-8574) on the day of your event to remind them it is taking place. Please notify any nearby neighborhoods, businesses, including restaurants that may have tables out for dining, to alert them to your event.

STREET CLOSURE NOTIFICATION
Should an event involve a Street Closure, lasting longer than an hour, PAFD Office requires organizers to give advanced notification to area businesses, residents and bus companies (in the form of a "Street Closure Sign Off Sheet"). If an event impacts METRO Buses, the organizer (in advance) must discuss detour plans with Parks Rec and Facilities..

REVOCABLE PERMIT
◆ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property. ◆ The City reserves the unconditional right to revoke or revise an issued permit. ◆ Police or City Staff on site may use their discretion to revise conditions of use.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	JS	DATE	1/07/25
--	---------------	----	------	---------

ASSUMPTION OF RISK & LIABILITY					
Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.					
<table border="1"> <tbody> <tr> <td>I have read the Assumption of Risk & Liability Agreement</td> <td>TYPE INITIALS</td> <td>JS</td> <td>DATE</td> <td>2/07/25</td> </tr> </tbody> </table>	I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	JS	DATE	2/07/25
I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	JS	DATE	2/07/25	

PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.
--

PLEASE RETURN FORM AT LEAST 60 DAYS IN ADVANCE TO:
◆ Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 EMAIL PREFERRED: raroh@portlandmaine.gov

FEE SCHEDULE – UPDATED JULY 1, 2019	
Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.	
Simple Event (no registration fee): \$75/hour Event with registration or pledges & attendance 25 - 300: \$125/hr Event with registration or pledges & attendance 301+: \$225/hr Film/Photo Shoot: \$150/day Public Space/Park Security Deposit: \$100 - \$1000 Sound Security Deposit: \$100 - \$1,000 Impact/Street Closure Fee (variable based on impact): \$100-\$500 Staff Fee (on site event support): \$37/hour Administrative Fee (event coordination support): \$40/hour or more Reserved Parking: \$25 each space Cancellation Fee: \$75	Electricity (activation/deactivation) Fee: \$40/flat Porta Restroom User Fee (if attendance is 150+): \$25 Entertainment License: \$50 Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit Bike Racks: \$10/ea. Rental Fee + \$25/ea. Security Deposit Flashing Lights: \$10/ea. Rental Fee + \$40/ea. Security Deposit Cones: \$2/ea. Rental Fee + \$15/ea. Security Deposit Safety Vests: \$15/ea. Security Deposit Keys: \$50/ea. Security Deposit Equipment Delivery Fee: \$100 or more Fortification Fee: TBD

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)			
Permit Fee for use of area:	\$	Entertainment License Fee:	\$
Number of Hours of Use: Approx.		Equipment Rental Fee:	\$
Staff Fee (on site event support):	\$	Public Space / Park / Sound Security Deposit:	\$
Admin. Fee (event coordination support):	\$	Borrowed / Rented Equipment Deposit:	\$
Electricity Fee (activation/deactivation):	\$	Additional Fees:	\$
Impact/Street Closure Fee (variable based on impact):	\$	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

CITY OF PORTLAND ACCEPTS CASH, CHECK, MONEY ORDER AND CREDIT / DEBIT CARDS FOR PAYMENT
Checks should be made payable to City of Portland There will be a 2.65% processing fee added to all Debit / Credit Card transactions.

FOR OFFICE USE ONLY							
APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$	SECURITY DEPOSIT:	\$	INSURANCE NEEDED?	Y / N
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	

Merchandise -Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.)? If so, please apply for a **Street Goods Vendor License(s)** at the Business Licensing Office (207-874-8557)
<https://content.civicplus.com/api/assets/9ef5d795-ac26-4794-9e38-c2f0bb9c9f04?cache=1800>

Tents/Stages -Do you wish to set up a **tent(s)** and/or **stage(s)**? A canopy/tent or stage larger than 10'x10' needs a **Temporary Tent or Stage Permit** issued by Building Inspections
<https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8>

Alcohol sales -Do you wish to sell **alcohol**? You must complete the application for a **Liquor License** specific to your event through the State of Maine and submit the application to the City of Portland Business Licensing office first. Application will need City of Portland's approval prior to going to the State. Questions?please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email-MaineLiquor@maine.gov. <https://www.maine.gov/dafs/bablo/liquor-licensing/license-and-permit-applications>

Food Sales - Will there be food vendors? If so, you must apply for a **Temporary Food Service License** from the Business Licensing Office.
<https://content.civicplus.com/api/assets/12f35a2a-e2a4-4d87-bf05-9ec89545e996?cache=1800>

Police - Will your event require **Police** assistance?
<https://portlandmaine-portal.app.transform.civicplus.com/forms/26740>

Fire/EMS - Will your event require **Fire/EMS** assistance? Email Fire Department - fireprevention@portlandmaine.gov

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DECLARING JUNE 8, 2025
THE RESURGAM MUSIC FESTIVAL**

ORDERED, that June 8, 2025 is hereby declared to be the Resurgam Music Festival, sponsored by the Maine Academy of Modern Music; and

BE IT FURTHER ORDERED, that the Resurgam Music Festival area shall be the Amethyst Lot, Moon Tide Park, Ocean Gateway and Ocean Gateway Parking Lot and a portion of the queuing lanes; and

BE IT FURTHER ORDERED, that some parking areas on adjacent streets may be posted No Parking on Festival days; 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 the Resurgam Music Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to the Maine Academy of Modern Music under §§25-26—25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Maine Academy of Modern Music shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. The Maine Academy of Modern Music shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area except in the three 21-years-old and older only beer

gardens overseen by staff from Facilities Management in Ocean Gateway, in the parking lot by the main stage, and in Amethyst Park;

3. The Maine Academy of Modern Music shall comply with all Public Assembly Facilities Division Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to, and all Public Assembly Facilities Division fees will apply;

4. The Maine Academy of Modern Music shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the Resurgam Music Festival;

5. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, and street goods vendors for the Festival to those vendors the Maine Academy of Modern Music has agreed shall participate;

6. Public Assembly Facilities Division concert license conditions shall be complied with and any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 85 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level;

7. The Organizer shall have the authority to control the festival grounds, including authority to request police assistance if necessary, in order to maintain the festival area in the best interests of the festival; and

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.

MEMORANDUM
City Council Agenda Item

FROM: Rusty Groh
DATE: February 28, 2025
SUBJECT: Order 142-24/25 Declaring May 1, 2025 - April 30, 2026 the Friends of Congress Square Park In the Square Festival - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle West; City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 3/17/2025

**Final
Action 3/17/2025**

Can action be taken at a later date: No Event organizers will need time to prepare for their event series.

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

PRESENTATION: A member of the City of Portland Parks, Recreation and Facilities Management team will be on hand to answer any questions.

I. SUMMARY

Order declaring the Friends of Congress Square Park's "In the Square" event series, (May 1st 2025 - April 30th 2026) as a festival.

II. AGENDA DESCRIPTION

Since 2014, The Friends of the Congress Square Park have scheduled and organized ongoing events for Congress Square Park. Events held in the park are free to the public and have been very well received over the past decade. Visitor attendance to the park has increased dramatically since the Friends began organizing events there. Organizers estimate more than 100,000 people have enjoyed the programming in the park since the inception of this partnership in 2014.

The event season (mainly spring, summer, and fall) includes a wide variety of community activities such as art interactions, dance performances, live music, film and community gatherings. Most events are held on Saturday days and Thursday, Friday and Sunday evenings - dances and concerts will end by 9pm. A complete calendar of events will be published on their website CongressSquarePark.org

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

III. BACKGROUND

Friends of the Congress Square Park have scheduled and organized events in Congress Square Park since 2014.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

For the City Council to declare the Friends of Congress Square Park's "In the Square" event series, (May 1st 2025- April 30th 2026) as a festival.

V. FINANCIAL IMPACT

All permit fees, licenses and any applicable staffing costs will be paid for by the Friends of Congress Square Park.

VI. STAFF ANALYSIS AND BACKGROUND

Parks, Recreation & Facilities Management have worked with the organizers for years on their event series and are confident in their ability to present these events.

VII. RECOMMENDATION

It is recommended that the order be declared.

VIII. LIST ATTACHMENTS

1. 2025 Council Agenda Memo - Friends of Congress Square Park
2. 2025 Tier I Parks and Spaces Application
3. CoI
4. Current Entertainment License
5. Sound Locations In Congress Sq - FoCSP 2025
6. Sound Mitigation Plan - FoCSP 2025
7. Consent Item - Friends of Congress Square Park in the Square Festival

Prepared by:

Rusty Groh

Date: 02/28/2025



TO: Danielle West, City Manager
FROM: Andrew J. Downs, Director of Public Assembly Facilities Division
DATE: February 27, 2025
RE: **Council Agenda Item – Friends of Congress Square Park’s “In the Square” Festival**

I am requesting that the following order be placed on
the next City Council agenda:

**Order declaring the Friends of Congress Square Park's "In the Square" event series
(May 1, 2025 - April 30, 2026), as a festival.**

Since 2014, the Friends of Congress Square Park have scheduled and organized ongoing events for Congress Square Park. Events held in the park are free to the public and have been very well received over the past decade. Visitor attendance to the park has increased dramatically since the Friends began organizing events there. Organizers estimate more than 130,000 people have enjoyed the programming in the park since the inception of this partnership in 2014.

EVENT DESCRIPTION: The Friends of Congress Square Park have again submitted a request to organize and host their annual event series (titled: “In the Square”). The event season (mainly Spring, Summer & Fall) will include a wide variety of community activities such as art interactions, dance performances, live music, films and community gatherings. Most events will be held on Thursday, Friday & Sunday evenings with Saturdays primarily being programmed with daytime activities. Dances and concerts at the park will end by 9pm. A complete calendar of events will be published by April 15th. A draft schedule is included with this packet. From December through February, weekly S'mores Nights will be hosted in the park on Thursday evenings, as well as a winter market and one or two additional gatherings. The Friends of Congress Square Park (through the city’s Public Assembly Facilities Division), will work with other groups throughout the year so that other agencies and events, other than FoCSP organized activities, may take place in the park when not already actively programmed.

(continued)

Operational funding for the “In the Square” Festival will come directly from fundraising efforts of the Friends of Congress Square Park. There is no admission fee to attend these events. All activities/events are free to the public.

The festival zone for the “In the Square Festival” is all of Congress Square Park and the sidewalks bordering the park (Congress Street & High Street sidewalks).

The Order should include the following items:

Friends of Congress Square Park “In the Square” Festival will be authorized for Spring, Summer & Fall of 2025 & Winter/Spring 2026 at the Congress Square Park area.

This festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of festival organizers for the purpose of conducting the “In the Square” Festival, subject to the direction and control of the City Manager.

In order to hold the events on city property, some areas of the parking lane on Congress Street (directly beside the park), need to be posted “No Parking” on event days. Vehicles in violation of the “No Parking” signs shall be towed at owner’s expense.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Friends of Congress Square Park for the use of the above-described area for said Festival subject to the following conditions:

The Friends of Congress Square Park shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the “In the Square Festival”, and the City be endorsed on the policy;

The Friends of Congress Square Park shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the “In the Square Festival;”

Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;

(continued)

Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;

Any and all amplified music/public announcements shall be maintained at a reasonable level (less than an A-weighted 85 decibels / C-weighted 95 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring businesses, limiting any sound impacts in the area; and

Public Assembly Facility Division permit fees for use of the area are waived; other fees to city departments may be due (as specified in the Memorandum of Understanding between City of Portland and Friends of Congress Square Park).

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Rusty Groh, Booking Coordinator
Public Assembly Facilities Division



**TIER I
PUBLIC PARK AND SPACE**

City of Portland, Public Assembly Facilities Division
212 Canco Road Suite A
Portland, Maine 04103
207-808-5434
Rusty Groh - rgroh@portlandmaine.gov



**TIER I APPLICATION FEE \$25.00
EXPECTED ATTENDANCE 25-300**

PAYMENT MUST BE MADE WHEN SUBMITTING COMPLETED APPLICATION

(This is a transferable/non-refundable fee. If your event is permitted, the \$25.00 will be credited toward your permit fee.)

For uses of city property, there are typically: 1) fees charged for use of the area, 2) a security deposit required, and 3) insurance required.
There may be fees due and applications required from other City Departments.

TODAY'S DATE	2/11/2024	ORGANIZATION NAME	Friends of Congress Square Park		
ADDRESS (Street/City/State/Zip)	PO Box 5056, Portland, ME, 04101				
CONTACT NAME(S)	C.J. Opperthausen		TITLE(S)	Executive Director	
PHONE	248.961.1554	PHONE		PHONE	
EMAIL	cjopperthausen@congresssquarepar		EMAIL		

PARK AREA / PUBLIC SPACE REQUESTED	Congress Square Park		
EVENT DAY(S) & DATE(S)	5/1/2025 - 4/30/2026	RAIN DAY(S) & DATE(S) (50% added fee)	N/A
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	Various	EVENT START & END TIME	Various

EVENT NAME		EXPECTED ATTENDANCE
DESCRIPTION OF EVENT: Please be specific regarding the area of public space/park requested and describe EVENT in detail. Please include a detailed map of the proposed event area, parking plan, proposed route &/or proposed street closures when applicable. The Friends of Congress Square Park will program a series of events and activities to occur between May 1, 2025 and April 30, 2026 primarily on Thursday, Friday, and Sunday evenings and Saturdays throughout the day. Additional daytime and evening events will occur on variable days during the week. The events and activities will be free to the public (no charge for admittance to the square). This is the 12th season for FoCSP and continues the community led creative placemaking that has successfully activated Congress Square Park through free public amenities and events. The event season will include a wide variety of community activities such as live music, films, Tai-Chi, literary events, and community gatherings. All activities will be scheduled in advance with the PAFD Office. A complete calendar of events will be published by April 15th. A draft schedule is attached to this application. Organizers will also work with other groups during the permit period so that other agencies or events, other than FoCSP events, will also take place in the square/park. Similar to previous years (and under the Memorandum of Understanding between City of Portland and Friends of Congress Square Park), tables and chairs will be set up on the sunken plaza area, portable planters brought into the park, temporary art will be placed with the approval of the Portland Public Art Committee, banners will be placed, and festive lights hung in the trees. Electricity will be needed during some events. Musical equipment and PA (and movie screen) set up on the stage area. Events and concerts at the park will end by 8pm. Film screenings will go later, ending by (at the very latest) 10pm. A concert license (covering the season's		
IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: _____ FEE _____ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$
	STUDENT FEE	\$

PLEASE CHECK OFF AND ANSWER: PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? (10'x10' size or smaller) How many?			
*	Do you wish to set up a tent(s) and/or stage(s) ? A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 207-874-8703 for more information. PLEASE apply at least 30 days before your event. Tent/Stage Size(s): Exact Location(s) of Tent/Stage Placement Requested: *** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***		x	
*	Will you be setting up tables and/or chairs ? How many tables: chairs:	x		
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:	x		
*	Will there be refreshments at the event? Do you wish to sell food ? If so, you will need approval from the Parks, Recreation and Facilities Department and possibly a Temporary Food Service License from the Business Licensing Office. PLEASE provide them at least 30 days advance notice (207-874-8557). List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event.		x	
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (207-874-8557) – 30 day notice List items you wish to sell:		x	
*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band? DJ? Boom Box? If so, your event may require an Entertainment License . PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	x		
*	Will your event require electricity ? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A \$40 activation fee is required.	x		
*	Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.		x	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.		x	
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (874-8493).		x	
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ?		x	
*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please visit: https://odm.officertrak.com/Portland-PD-ME/auth/signin		x	
*	Will your event require Fire/EMS assistance? (For a large walk/race, it may be required.) To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 874-8400.		x	
*	Will your event require Parking Control assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 874-8910 well in advance to arrange.		x	
Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.				
*	Will your event require portable-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$75 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. .		x	

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	x		
---	---	---	--	--

♦ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage 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. You shall also be responsible for any and all deductibles and/or self-insured retentions.

♦ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to rgroh@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

EVENT REVIEW

The Parks, Rec and Facilities Office holds a monthly meeting where proposed events are discussed and reviewed by City Departments. For some events, organizers will be asked to present before the committee. Some potential factors may necessitate your event receiving City Council approval.

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by PAFD Office and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You are required to have a fire extinguisher with in the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) If over 150 people are expected to attend the event, a \$75 user fee is required (paid to PAFD). If extra units are rented by the organizer, then no additional user fee is assessed. Porta-restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call a local portable-restroom company.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Please DO NOT mark city property in any permanent way. DO NOT use SPRAY PAINT or SPRAY CHALK. DO NOT STAPLE or NAIL anything to trees. Children's Art Chalk can be used on hardscape areas with permission from PAFD Office. Tape may also be used. If markings remain for more than a few rain storms, event organizers are responsible for removing them. If city staff or contractors need to remove the markings, event organizers are responsible for the cost of staff time and materials. You may also place signs on stakes in the grass areas bordering trails/race routes (when applicable). Please remove all signage immediately following the event.

USE OF CANDLES

It is preferred that LED lighted candles or glow sticks are used. If flammable candles are used this may need to be approved by the Portland Fire Department, please make sure all candles have drip protectors to prevent wax from dripping on hardscape surfaces, which may cause permanent stains/damage. Please make sure all candles are extinguished before being thrown away. Please collect all spent candles so there is no trash left behind. Please take safety precautions: bring a fire extinguisher, gallon of water, etc. in case of fire. **Any damage** (dripped wax absorbed into hardscape causing stains, etc.) **will result in a forfeiture of your security deposit.**

ADA COMPLIANCE

Event organizers must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to

provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

FIREWORKS

Organizers wishing to have fireworks as part of their event must contact the Portland Fire Department directly. Permits will need to be obtained through the Portland Fire Department, the State of Maine and possibly through the US Coast Guard.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$25 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs (\$32.50/each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If the event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). Please make sure signs are removed once the event is complete.

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, marijuana, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require an Entertainment License from the PAFD Office. If the Police Dept./City Staff receive noise complaints, they will respond accordingly. Please set the PA System up with speakers facing away from businesses/residences to lessen impact. Please keep volume levels low out of consideration for nearby residents and businesses. The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 85 decibels / C-weighted 95 decibels. One verbal warning shall be issued if the sound has been found to have exceeded those limits. The warning may be given to the sound board operator or the organizer/organizer's designee. If the decibel limit is found to have been exceeded a second time during the same event, the entertainment license (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

Events must be canceled with PAFD prior to the event date in order to be eligible for a refund. If canceled within 2 weeks of the scheduled event date, a \$75 cancellation fee may be charged.

NOTIFICATION

Please keep a copy of your event permit on site at all times. City staff may require proof of permit. If there are members of the public in the reserved space upon arrival, please present the permit as proof of reservation & approved usage. If you need assistance, please contact the Police Department at (207) 874-8574. You may put up temporary A-frame signs to alert the public to your event or place signage on orange cones, etc. Signs are to be up DAY OF EVENT ONLY. Please remove all signage immediately following the event. Please call Portland Police Dept. (207) 874-8574 on the day of your event to remind them it is taking place. Please notify any nearby neighborhoods, businesses, including restaurants that may have tables out for dining, to alert them to your event.

STREET CLOSURE NOTIFICATION

Should an event involve a Street Closure, lasting longer than an hour, PAFD Office requires organizers to give advanced notification to area businesses, residents and bus companies (in the form of a "Street Closure Sign Off Sheet"). If an event impacts METRO Buses, the organizer (in advance) must discuss detour plans with METRO.

REVOCABLE PERMIT

- ◆ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ◆ The City reserves the unconditional right to revoke or revise an issued permit.
- ◆ Police or City Staff on site may use their discretion to revise conditions of use.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES

TYPE INITIALS

CO

DATE

2/11/2025

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement

TYPE INITIALS

CO

DATE

2/11/2025

PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.

FEE SCHEDULE – UPDATED FEBRUARY 2024

Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.

Simple Event (no registration fee): \$75/hour	Electricity (activation/deactivation) Fee: \$40/flat
Event with registration or pledges & attendance 25 - 300: \$150/hr.	Porta Restroom User Fee (if attendance is 150+): \$75
Event with registration or pledges & attendance 301+: \$250/hr.	Entertainment License: \$50
Film/Photo Shoot: \$150/day	Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit
Public Space/Park Security Deposit: \$100 - \$1000	Bike Racks: \$10/ea. Rental Fee + \$25/ea. Security Deposit
Sound Security Deposit: \$100 - \$1,000	Flashing Lights: \$10/ea. Rental Fee + \$40/ea. Security Deposit
Impact/Street Closure Fee (variable based on impact): \$100-\$500	Cones: \$2/ea. Rental Fee + \$15/ea. Security Deposit
Staff Fee: Event Mgr - \$45/hr. Event Staff - \$23-28/hr	Safety Vests: \$15/ea. Security Deposit
Administrative Fee (event coordination support): \$40/hr. (or more)	Keys: \$50/ea. Security Deposit
"No Parking" Signs: \$35.00/ea.	Equipment Delivery Fee: \$100 Each Way (or more)
Event Cancellation Fee: \$75	Fortification Fee: TBD

CITY OF PORTLAND ACCEPTS CASH, CHECK, MONEY ORDER AND CREDIT / DEBIT CARDS FOR PAYMENT

Checks should be made payable to City of Portland
There will be a 2.65% processing fee added to all Debit / Credit Card transactions.

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)

Permit Fee for use of area:	\$	Entertainment License Fee:	\$
Number of Hours of Use: Approx.		Equipment Rental Fee:	\$
Staff Fee (on site event support):	\$	Public Space / Park / Sound Security Deposit:	\$
Admin. Fee (event coordination support):	\$	Borrowed / Rented Equipment Deposit:	\$
Electricity Fee (activation/deactivation):	\$	Additional Fees:	\$
Impact/Street Closure Fee (variable based on impact):	\$	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

FOR OFFICE USE ONLY

APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$	SECURITY DEPOSIT:	\$	INSURANCE NEEDED?	Y / N
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	

Merchandise -Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.)? If so, please apply for a **Street Goods Vendor License(s)** at the Business Licensing Office (207-874-8557)
<https://content.civicplus.com/api/assets/9ef5d795-ac26-4794-9e38-c2f0bb9c9f04?cache=1800>

Tents/Stages -Do you wish to set up a **tent(s)** and/or **stage(s)**? A canopy/tent or stage larger than 10'x10' needs a **Temporary Tent or Stage Permit** issued by Building Inspections
<https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8>

Alcohol sales -Do you wish to sell **alcohol**? You must complete the application for a **Liquor License** specific to your event through the State of Maine and submit application to the City of Portland Business Licensing office first. Application will need City of Portland's approval prior to going to the State. Questions? please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email- MaineLiquor@maine.gov.
<https://www.maine.gov/dafs/bablo/liquor-licensing/license-and-permit-applications>

Food Sales - Will there be food vendors? If so, you must apply for a **Temporary Food Service License** from the Business Licensing Office. <https://content.civicplus.com/api/assets/12f35a2a-e2a4-4d87-bf05-9ec89545e996?cache=1800>

Police - Will your event require **Police** assistance? <https://odm.officertrak.com/Portland-PD-ME/auth/signin>

Fire/EMS - Will your event require **Fire/EMS** assistance? Email Fire Department - fireprevention@portlandmaine.gov

Amplified Sound - Will your event have amplified sound. If you are having amplified music at your event you will need to fill out an Entertainment License.



FRIEOFC-02

AMCCORMACK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: info@clarkinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Tri-State Insurance Company of Minnesota INSURER B : Maine Employers Mutual Ins Co INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Friends of Congress Square Park P.O. Box 5056 Portland, ME 04101	NAIC # 31003 11149

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ADV5145435-20	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ADV5145435-20	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	1810110254	3/9/2024	3/9/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Portland is an additional insured in respects to General Liability with regards to the insureds ongoing operations if required by written contract. A
Waiver of Subrogation applies in favor of the City of Portland in respects to Workers Compensation if required by written contract. A 30 day notice of
cancellation applies except 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Portland 389 Congress Street #208 Portland, ME 04101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



City of Portland

Permitting and Inspections Department

Business Name: Congress Square Park

Classification: Outdoor Entertainment

Business Location: 8 Congress Sq
Portland, ME 04101

Description: Fees waived

Owner: City of Portland, PAFD

License Number: AMUSE-003377-2021

Issued Date: 6/26/2024

Expiration Date: 6/7/2025

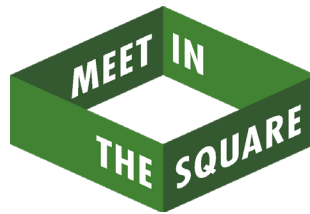
A handwritten signature in cursive script, reading "Jessica Blais Hanscombe".

Jessica Blais Hanscombe,
Director of Permitting and Inspections

THIS LICENSE IS NOT TRANSFERRABLE
PLEASE POST IN A CONSPICUOUS PLACE

Dave Morrill
389 Congress St
Portland, ME 04101





FRIENDS OF CONGRESS SQUARE PARK

Sound Mitigation Plan
The Friends of Congress Square Park
January 2025

As part of our sound mitigation plan, the Friends of Congress Square Park (FoCSP) will take sound readings using our decibel monitoring device during all FoCSP-coordinated amplified events in Congress Square Park. We will work with our sound technicians and/or musicians, performers, or speakers to ensure compliance with the Portland City Code.

In the event that we receive a complaint related to the volume of our amplified events, we will consider the timing of the event and what we might do to satisfy the complaint in the future.

- i) *The Friends of Congress Square Park is the 501(c)(3) non-profit place manager of Congress Square Park, an urban public open space in downtown Portland. We seek to create an inclusive, welcoming and vibrant community gathering place accessible to all through neighborhood engagement, programming, and the arts.*

CONGRESSSQUAREPARK.ORG

FOLLOW US



@congresssquare

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DECLARING MAY 1, 2025 TO APRIL 30, 2026
THE FRIENDS OF CONGRESS SQUARE PARK
IN THE SQUARE FESTIVAL**

ORDERED, that May 1, 2025 to April 30, 2026 is hereby declared to be the In the Square Festival, sponsored by the Friends of Congress Square Park; and

BE IT FURTHER ORDERED, that the In the Square Festival area shall be the all of Congress Square Park and the sidewalks bordering the park (Congress Street & High Street sidewalks); and

BE IT FURTHER ORDERED, that some areas of the parking lane on Congress Street (directly beside the park) may be posted No Parking on Festival days (most events will be held on Thursdays, Fridays, Saturdays & Sundays); 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 the In the Square Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to the Friends of Congress Square Park under §§25-26— 25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Friends of Congress Square Park shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. The Friends of Congress Square Park shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area;
3. The Friends of Congress Square Park shall comply with all Public Assembly Facilities Division Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to, and all Public Assembly Facilities Division fees shall apply;
4. The Friends of Congress Square Park shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the In the Square Festival;
5. The Business Licensing Office shall charge the usual fees for licensing food vendors, and street goods vendors for the Festival to those vendors the Friends of Congress Square Park has agreed shall participate;
6. Public Assembly Facilities Division concert license conditions shall be complied with and any and all amplified music and public announcements shall be maintained at a reasonable noise level (Volume must not exceed an A-weighted 85 decibels / C-weighted 95 decibels.) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level;

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 3, 2025

SUBJECT: Order 143-24/25 Granting Municipal Officers' Approval of Mandy and Matt's Cafe LLC, dba Mandy and Matt's Cafe. Application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

Does this item involve a new contract with the City: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 2/18/25. Location was previously Samuel's Bar and Grill. New City and State applications.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.03.17_Mandy and Matts_Council Order

2. 2025.03.17_Mandy and Matts_Council Packet

Prepared by:

Date: 03/03/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**Mandy and Matt’s Cafe LLC, dba Mandy and Matt’s Cafe. Application for Class I FSE
with Outdoor Dining on Private Property at 1160 Forest Avenue**

Matthew Lebel
19 Willoughby Farm Rd
Westbrook, ME 04092
mandyandmattscafe@gmail.com
02/11/2025

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

Subject: Letter of Intent to Open Mandy & Matt's Café at 1160 Forest Ave

Dear Mayor Mark Dion and Esteemed Members of the Portland City Council,

We are writing to formally express our intent to establish Mandy & Matt's Café, a welcoming and community-focused breakfast restaurant, at 1160 Forest Ave in Portland, Maine. Our vision is to create a warm and inviting space where residents and visitors alike can enjoy fresh, high-quality breakfast offerings while fostering a sense of community.

Mandy & Matt's Café will prioritize sustainable practices and exceptional customer service. Our menu will feature a variety of classic and creative breakfast options, including home-cooked, original-style breakfast dishes, catering to a diverse range of dietary preferences. Additionally, we aim to contribute to the local economy by creating job opportunities and collaborating with nearby bakeries.

We are committed to ensuring that our business aligns with the values and regulations of the City of Portland. We will comply with all zoning requirements, health and safety regulations, and environmental guidelines. Furthermore, we look forward to engaging with local organizations and residents to make our café a valuable addition to the neighborhood.

We appreciate your time and consideration of our intent to open Mandy & Matt's Café. We welcome any guidance or next steps required to move forward with this exciting endeavor and would be happy to meet with you or your representatives to discuss our plans further.

Thank you for your attention, and we look forward to contributing to Portland's vibrant food scene.

Sincerely,
Matthew Lebel
Amanda Lebel
Mandy & Matt's Café



6741-2025

File #46044

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): Mandy & Matt' s Cafe LLC	Business Name (D/B/A): Mandy & Matt' s Cafe	
Individual or Sole Proprietor Applicant Name(s): Matthew Lebel	Physical Location: 1160 Forest Ave. Portland, ME 04103	
If applicable, what was formerly at this location: Samuel' s Bar & Grill	Business Email Address: mandyandmattscafe@gmail.com	
Mailing Address: 19 Willoughby Farm Rd. Westbrook, ME 04092	Contact Person: Matthew Lebel	
Contact Person Phone: 207-699-8191	Contact Person Email: matthewlebel82@gmail.com	
Manager of Establishment: Amanda Lebel	Date of Birth: 09/09/1979	Manager Phone: 207-450-0455
Owner of Premises (Landlord): Amanda & Matthew Lebel	Address of Premises Owner (Landlord): 1160 Forest Ave. Portland, ME 04103	

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: Mandy & Matt' s Cafe LLC		Corporate Mailing Address: 19 Willoughby Farm Rd. Westbrook, ME 04092	
Contact Person: Matthew Lebel		Contact Phone: 207-699-8191	
Principal Officers	Title	Date of Birth	Residence Address
Amanda Lebel	Owner	9/9/79	19 Willoughby Farm Rd Westbrook
Matthew Lebel	Owner	8/13/82	19 Willoughby Farm Rd Westbrook



CITY OF PORTLAND
Permitting and Inspections Department

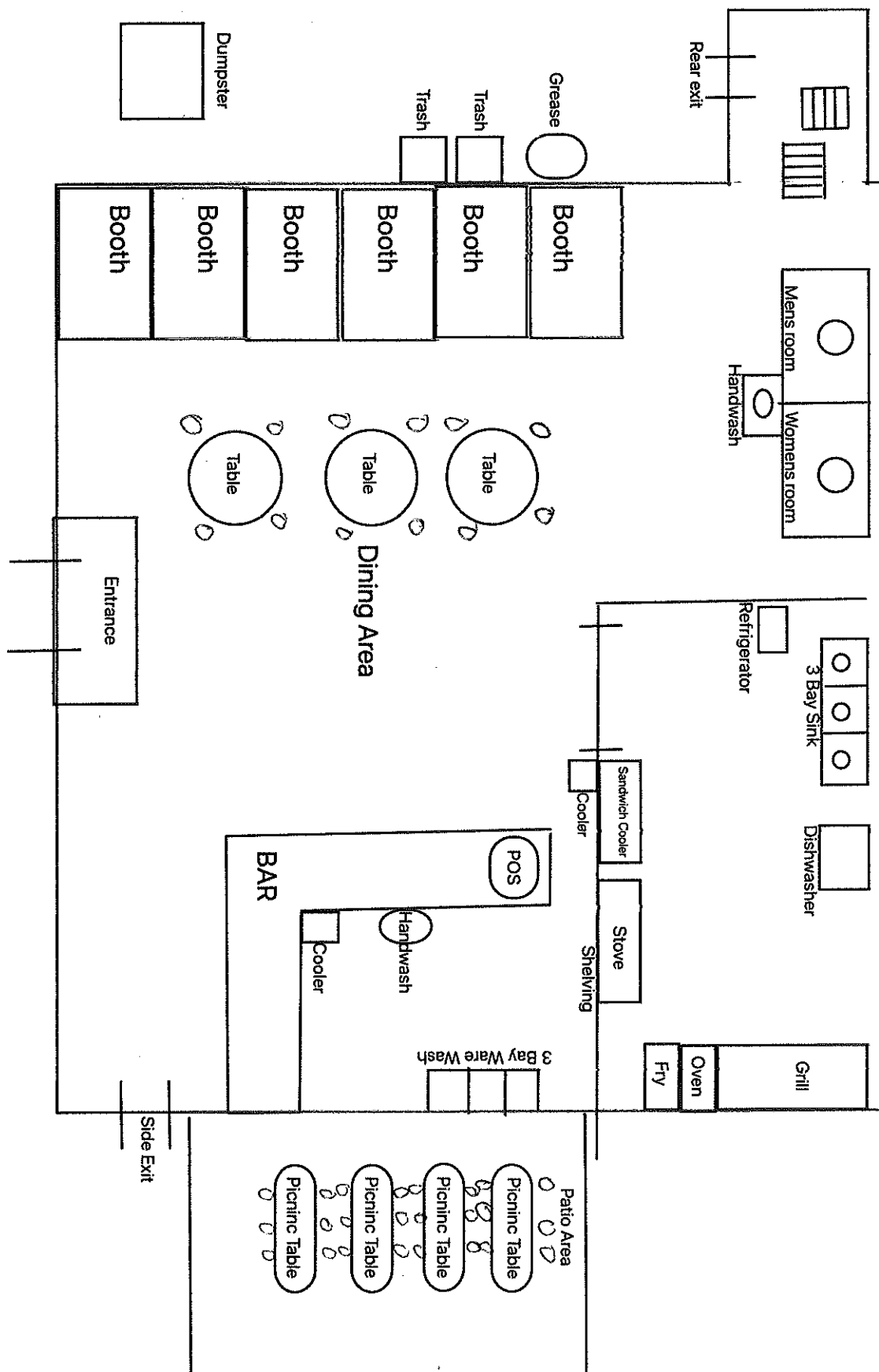
Class of Liquor License (see fee schedule): Class I (Class A Restaurant)		
Type of food served:	Breakfast & Lunch	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 80%	Generated from Alcohol: 20%
Hours & days of operation:	6AM-2PM 7 days a week	
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: 7,920 feet. 1.5 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: and # of pool tables:		
What is your targeted opening date? : 4/1/2025		
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, **Matthew Lebel** 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).

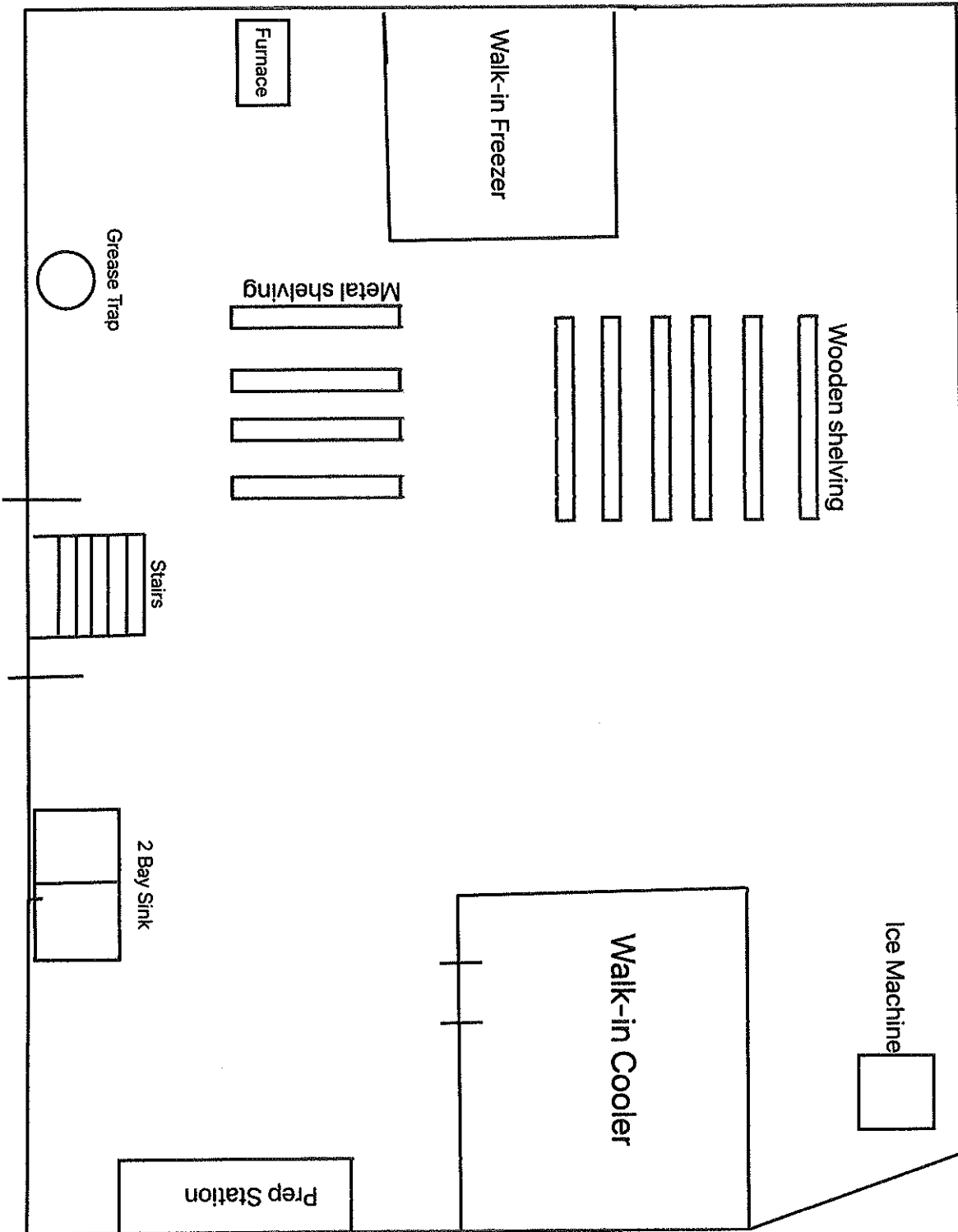
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts 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 **2/3/2025**



Basement



Breakfast plates

All served with toast + choice of home-fries grilled or deep fried, hash browns

1. 2 eggs any style choice of toast \$8.99
Add bacon, sausage, ham or Canadian bacon \$12.99
*sub veggie sausage or turkey bacon \$1.99
2. 2 eggs any style w/ Corned beef hash. \$17.99
3. 2 eggs any style w/ 10oz steak cooked your way \$20.00
4. Biscuits + sausage gravy w/ 2 eggs any style \$13.99
5. 2 eggs any style, choice of bacon, sausage or homemade muffin \$. 13.99

Avocado toast topped w/ pickled onion tomato w/ balsamic glaze (add bacon crumble \$2.99)
Everything bagel seasoning, 2 eggs your way + side of fruit. \$15.99

Breakfast sandwiches- served w/ home fries (grilled or deep fried) or hash browns

On toast English muffin or biscuit. Sub bagel/croissant \$1.79

1. 1 egg any style w/ choice of bacon, sausage, ham or Canadian bacon \$9.99
*sub veggie sausage or turkey bacon. \$1.99
3. 1 egg any style w/ spinach tomato + onion \$8.99
4. 1 egg any style w/ ham/bacon/sausage \$13.99

Eggs Benedict served w/ home fries (grilled or deep fried) or hash browns on
Grilled English muffin. *sub gluten free \$1.99

Classic 2 poached eggs w/ choice of Canadian bacon, or bacon \$15.99
Florentine, 2 poached eggs w/ spinach + tomato \$14.99
California 2 poached eggs w/ bacon/avocado \$16.99
Irish 2 poached eggs w/ corned beef \$17.99
Veggie 2 poached eggs w/ peppers, onions, mushrooms, broccoli, tomato, olives, spinach
\$15.99
Neptune 2 poached eggs w/ crab meat \$18.99

Omelettes and scrambles

Served with toast and choice of home fries (grilled or deep fried) or hash-browns
Cheese options, American, cheddar, Swiss pepper jack, feta

Choice of bacon, sausage, or ham or Canadian bacon + American cheese \$12.99
Sub, veggie sausage or turkey bacon \$1.99

Homemade chili, cheddar + sour cream \$15.99

Corned beef, hash, and cheddar \$17.99
Western: ham, Swiss peppers, and onions \$15.99
Steak bomb: shaved steak, pepper jack, peppers, onion, mushrooms \$17.99
Veggie: tomato, onion, spinach, broccoli, peppers, mushrooms, olives + cheddar \$15.99
Avocado, spinach, onion, and tomato with cheddar \$15.99
Meat lovers, ham, bacon, and sausage with American cheese \$16.99

Greek: spinach, tomato, olives, and feta \$14.99

California: tomato, onion, and avocado, bacon, and cheddar \$16.99

Combo plates served with home-fries (grilled or deep fried) or hash-browns \$16.99

2 eggs 2 bacon, 2 sausage w/ choice of 2 pancakes, 2 pieces French toast or waffle

Add fruit \$1.99

From the grill

Pancake choices: blueberry, chocolate chip, apple cinnamon, strawberry, raspberry, banana, banana, Walmart, three berry

One pancake \$6.99

Two pancakes \$9.99

Three pancakes \$12.99

2 pieces of French toast \$8.99

4 pieces of French toast \$13.99

Waffle (blueberry or chocolate chip add\$1.99) \$9.99

Add fruit \$2.99. fruit + whip \$3.59

Bowls galore

Breakfast bowls served with two eggs, toast, and choice of home fries, grilled or deep fried or hash browns.

Veggie: spinach tomato, onion, mushroom, broccoli, peppers, olives, and cheddar \$15.99

Steak bomb shave, steak peppers, onion, mushroom, jalapeño, and pepper jack \$17.99

Western: ham, Swiss peppers and onions \$15.99

Greek: spinach, tomato olives, and feta \$14.99

Avocado, spinach, tomato poached eggs and cottage cheese \$16.99

Meatlovers: ham, bacon, sausage, American. \$16.99

Oatmeal bowls \$13.99

Strawberry, banana topped with brown sugar, cinnamon, walnuts, and greek yogurt

Blueberry, raspberry, blackberry- topped with sunflower seeds, strawberry and Greek yogurt

Apples- raisins, almond topped with cinnamon and Craisins with Greek yogurt

Smoothie bowls \$15.99

Tropical: pineapple, peach, mango, and banana

Topped with coconut, cherries, Chia seeds, and slice of banana

Very berry: strawberry, raspberry, blueberry, blackberry, chocolate, granola, almonds, pomegranate, strawberry, and Greek yogurt

Chocolate, peanut butter: banana peanut butter, cocoa powder, top with granola, peanuts, and sliced banana

Kiddos breakfast (12 & under)

One egg with two bacon or two sausage toast and home fries or hash browns \$7.99
Two small pancakes with two bacon or two sausage and one egg \$11.99
Two small pancakes add flavor \$1.99). \$6.99.
French toast sticks with cinnamon sugar \$8.99

Side orders

Toast: white, wheat, marble rye, Italian, cinnamon raisin, sourdough, English muffin \$2.79
Sub gluten-free or gluten-free English \$1.79
Single egg \$1.99
Bacon, sausage, ham, or Canadian bacon \$4.99
Turkey, bacon or veggie \$5.99
Corned beef hash \$7.99
Fresh baked muffin \$3.49
Cup of fruit, (add yogurt and granola, cottage cheese, or whip \$1.29) \$6.99
B-fruit, (add yogurt and granola, cottage cheese, or whip \$1.29)
C-oatmeal (add raisins or apples
B-oatmeal \$5.99
Home fries, hash-browns, beans \$4.99
Bagels with cream cheese, plain, onion, or everything \$4.99
Salsa or sour cream (1.99)
Peanut butter \$1.59
Avocado toast (add bacon \$2.99) \$9.99
1/2 grapefruit \$2.59
Banana \$1.59
Breakfast sandwich \$6.99
Yogurt or cottage cheese \$3.99
Hollandaise sauce \$2.99
Egg white substitute \$2.99
Real maple syrup \$2.59

Lunch: served with chips or fries and pickle

Grilled cheese, your choice of cheese and bread \$8.99
*add bacon or ham \$2.99
BLT \$11.99
Tuna or chicken salad \$12.99
Turkey club lettuce, tomato bacon and mayo \$15.99

Hot Sandwiches soServed with fries or onion rings, and slaw
Steak bomb: onion, mushroom, and peppers, American cheese sub roll \$16.99
Crispy chicken: lettuce, tomato mayo on bulky roll
Croissant club: ham, turkey bacon, Swiss lettuce, tomato and mayo \$16.99
Grilled Reuben on rye with Swiss sauerkraut and thousand Island \$16.99
Hamburger with lettuce, tomato, onion, and pickles (add cheese \$1.99) \$13.99
Fried haddock lettuce, tomato and tartar \$13.99
Chicken tenders with choice of barbecue honey mustard or sweet-and-sour \$14.99

Plates

Beans: two hotdogs, slaw, and biscuit \$12.99
Baked Mac & cheese with biscuit \$11.99
Cup of soup and half sandwich \$12.99
Bowl of soup and sandwich \$15.99
Fried haddock with fries or onion rings, coleslaw, and biscuit \$16.99

Kids lunch

Hotdog with fries. \$7.99
Chicken nuggets with fries \$8.99
Kids burger with fries \$9.99

Side orders

Fries / onion rings \$4.99
Coleslaw \$2.99
Cup of soup, \$5.99 bowl of soup \$8.99
Side salad or Caesar \$6.99
Single hotdog \$3.99

Beverages

Fresh brewed coffee (flavored cream available) tea, hot cocoa, \$2.99
Juice: apple, orange juice, cranberry, grapefruit, tomato or pineapple sm \$3.49 Lg \$3.99
Shirley Temple \$3.99
Milk or chocolate milk sm \$3.49 lg \$3.99

Alcohol \$10.99

Mimosas
Bloody Mary/Maria
Irish coffee, hot or iced kahlúa and Baileys
Screwdriver
Tequila sunrise
All American lemonade
Dirty Shirley
Beer

Specialty alcohol \$12.99

Brunch punch: OJ pineapple, vodka, and Prosecco
Mimosa margarita: OJ, tequila, Prosecco
Lemonos: Prosecco, lemonade, simple syrup
Giggle juice: moscato, vodka, pink lemonade
Pina colada mimosa: Malibu, Prosecco and pineapple
Mimosa flights
Dole whip mimosa: Prosecco, pineapple, coconut milk



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):	mandy & matt's cafe	Phone:	no number yet
Location Address:	1160 forest Ave Portland	Zip:	04103
Mailing Address:	19 willoughby farm rd Westbrook	Zip:	04092
Contact Person:	matt Lebel	Phone:	207 699-8191
Contact Person Email:	matthewlebel62@gmail.com		
Manager of Establishment:	Amanda Lebel	Date of Birth:	9/9/79
		Phone:	207 450-0455
Owner of Premises (Landlord):	Samuel Myeruvino		
Address of Premises Owner:	1160 forest Ave Portland	Zip:	04103

Owner Information

Corporate Name		Corporate Mailing Address	
Mandy & Matt's Cafe LLC		19 willoughby farm rd. Westbrook	
		Zip:	04092
Contact Person:	matt Lebel	Phone:	207 699 8191
Principal Officers	Title	Date of Birth	Residence Address
Amanda Lebel	owner	9/9/79	19 Willoughby farm rd. Westbrook
Matt Lebel	owner	8/13/82	same as above



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class 1 (Class A Restaurant)	
Type of food served:	Breakfast + Lunch	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Hours & days of operation:	6am - 2pm 7 days a week	
Number of Tables	12 tables	4 tables outside
Number of Chairs	30	Picnic tables seating 8 each

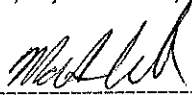
Design and Construction

- 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

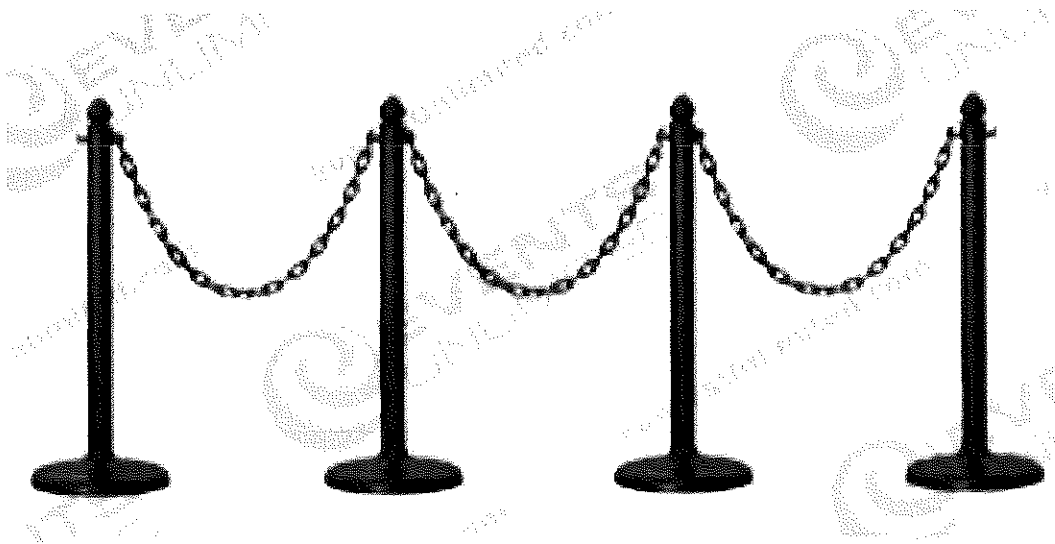
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating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

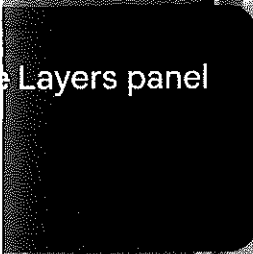
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by 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 2/14/25

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: _____	/	_____





Mandy and Matts Cafe_1160 Forest_Class I

Zachary Finley <zackf@portlandmaine.gov>

Sat, Mar 8, 2025 at 2:20 AM

To: Treasury Division <treasury@portlandmaine.gov>

Cc: Zoning <zoning@portlandmaine.gov>, 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>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

Mandy and Matts Cafe_1160 Forest_Class I

Zoning <zoning@portlandmaine.gov>

Fri, Feb 28, 2025 at 4:13 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@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>, "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>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Afternoon,

The legal use for 1160 Forest AVE 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]

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



March 11, 2025

Mandy and Matt's Cafe LLC
19 Wiloughby Farm Road
Westbrook, Maine 04092

Re: Mandy and Matt's Cafe LLC, dba Mandy and Matt's Cafe. Application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue

Dear Mandy and Matt's Cafe LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday March 17, 2025 at 5:00 p.m., for the review of application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue. 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 March 17, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Mandy and Matt's Cafe LLC, dba Mandy and Matt's Cafe.
Application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue -
Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections

Zachary Lenhert, Licensing and Housing Safety Manager



March 11, 2025

Mandy and Matt's Cafe LLC
19 Wiloughby Farm Road
Westbrook, Maine 04092

Re: Mandy and Matt's Cafe LLC, dba Mandy and Matt's Cafe. Application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue

Dear Mandy and Matt's Cafe LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday March 17, 2025 at 5:00 p.m., for the review of application for Class I FSE with Outdoor Dining on Private Property at 1160 Forest Avenue. 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



Application Copy

File Number: 46044

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-02-12

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Mandy & Matt's Cafe LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Mandy & Matt's Cafe

CORPORATE NUMBER

202508348DC

INCORPORATION DATE

2024-12-09

CORRESPONDENCE ADDRESS

19 Willoughby Farm Rd WESTBROOK ME 04092

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Matthew P Lebel

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 699-8191

ALTERNATE PHONE

FAX

EMAIL

matthewlebel82@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Matthew Lebel	Owner		50
Amanda Lebel	Owner		50

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Mandy & Matt's Cafe

OPERATOR

Amanda Lebel

PHYSICAL ADDRESS

1160 Forest Ave Portland ME 04103

MAILING ADDRESS

19 Willoughby Farm Rd WESTBROOK ME 04092

CONTACT NAME

Matthew P Lebel

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 699-8191

ALTERNATE PHONE

FAX

EMAIL

matthewlebel82@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

202508348DC

2. What is your expected start date?
4/1/2025
3. Has/have applicant(s) formerly held a Maine liquor license?
No
4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?
No
5. Are all licensees/applicants citizens of the United States?
Yes
6. Are all licensees/applicants residents of the State of Maine?
Yes
7. Is your license for a club with a membership?
No
8. Is your license application for Vessel Corporation?
No
9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"
No

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for
more information.
- No
- 11 Will any law enforcement officer directly benefit financially from this
license, if issued?
- No
- 12 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.
- No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance
in the form of money, property, credit, or financial assistance of any
sort, to any person or business entity holding a liquor license granted
by the State of Maine?
- No
- 14 Do you have a manager employed?
- Yes
Amanda Lebel
- 15 Has any of the listed applicants or an employed manager been denied
a liquor license within the last 5 years?
- No
- 16 Is any of the listed applicants the spouse, father, mother, child or other
immediate family member of a person whose liquor license has been
revoked or denied in the last 6 months?
- No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

19 Willoughby Farm Rd. Westbrook, ME 04092

21 What will be your business hours? Please indicate each day's open and close times.

6AM-2PM 7 days a week

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Ocean Ave Elementary School

7920 feet. 1.5 miles

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
------	-----------	-------------

Premises Floor Plan	Mandy & Matt's Floor plan.jpg	Floor plan
Premises Floor Plan	MAndy & MAtt's Cafe Basement.jpg	Floor Plan Basement
Food Menu	Mandy & Matt's Menu.pdf	Menu
Lease/Rental Agreement	Samuel's P&S - FINAL.doc.pdf	Purchase & Sale
Corporate Supplemental Form	Mandy And Matts LLC Agreement - Feb 12 2025 - 18-24.pdf	LLC agreement

APPLICANT

Matthew Lebel

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand 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.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 3, 2025

SUBJECT: Order 144-24/25 Granting Municipal Officers' Approval of Leaven Pizzeria LLC, dba Za. Application for Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 25 Preble Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

Does this item involve a new contract with the City: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 2/24/25. Location was previously Slab. New City and State applications.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.03.17_Za_Council Order
2. 2025.03.17_Za_Council Packet

Prepared by:

Date: 03/03/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Leaven Pizzeria LLC, dba Za. Application for Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 25 Preble Street

Brandon Tenney

Leaven Pizzeria LLC DBA ZA

866 Old Post Rd,

Arundel ME. 04046

Mr. Mark Dion and City Council

389 Congress Street,

Portland ME. 04101

Dear Mayor and City Council,

This Please accept this letter as my intent to open Za at 25 Preble Street, Portland, Maine, 04101. We plan to open early spring with hopes of opening a full service Pizzeria. Serving Pizza, salads, sandwiches and appitzers. Serving a full bar of liquor beer, and wine. We hope plan on indoor and outdoor dinning Tuesday through Sunday 11:00 am through 10:00 pm. We want to offer special occasion live entertainment indoors and outdoors. Our goal is to add to the already booming Portland Maine hospitality industry. Thank you for your consideration

Brandon Tenney(member)

2/19/2025

ZA

A handwritten signature in black ink, appearing to read 'Brandon Tenney', with a long horizontal flourish extending to the right.



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application:

45861

Date of Submission of BELLS application:

2/18/2025

Business Information

Legal Business Entity Applicant Name (corporation, LLC):

Leaven Pizzeria LLC

Business Name (D/B/A):

ZA

Individual or Sole Proprietor Applicant Name(s):

Brandon Tenney Jessica Tenney

Physical Location:

25 Preble Street, Portland, ME 04101

If applicable, what was formerly at this location:

Slab

Business Email Address:

info@truckinpizza.com

Mailing Address:

866 Old Post Road, Arundel, ME. 04046

Contact Person:

Jessica Tenney

Contact Person Phone:

207-807-1111

Contact Person Email:

info@truckinpizza.com

Manager of Establishment:

Jessica Tenney

Date of Birth:

03/2/1984

Manager Phone:

207-807-1111

Owner of Premises (Landlord):

**Maine Public Broadcasting
Rick Schneider**

Address of Premises Owner (Landlord):

1450 Lisbon Street, Lewiston, ME 04240

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:

Leaven Pizzeria LLC

Corporate Mailing Address:

866 Old Post Road, Arundel, ME. 04046

Contact Person:

Brandon Tenney

Contact Phone:

2076322162

Principal Officers

Title

Date of Birth

Residence Address

Brandon Tenney

member

4/30/1986

866 Old Post Road, Arundel, ME. 04046

Jessica Tenney

member

3/2/1984

866 Old Post Road, Arundel, ME. 04046



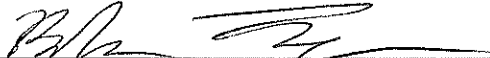
CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule): Class I (Class A Restaurant)			
Type of food served:	Pizza		
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food: 900,000 Generated from Alcohol: 117,000		
Hours & days of operation:	tuesday-sunday 11am-10pm		
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:			
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: and # of pool tables:			
What is your targeted opening date? : March 20th, 2025			
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): Truckin Pizza LLC 72 Parris Street, Portland ME. 04101			
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>Operating with suspended drivers license</i>			

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

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

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

Signature  Title member Date 2/18/25

ZA Opening Menu

SALAD

BEET SALAD

CAES-ZA SALAD

BURATTA CAPRESE

POATO CHIP WEDGE

FATTOUSH OR TUSCAN SALAD

CHICKEN/ PROSCIUTO DI PARMA/SMOKED SALMON/lamb skewer

Bean/salad, tabbouleh or gains spin, potato or pasta salad

APPS

ROASTED CAULIFLOUR HAZELNUT ROMESCO

MEATBALLS WITH SUNDAY GRAVY RICOTTA PICKLED ONIONS

MAC AND CHEESE

STUFFED PEPPER

PRETZEL AND PICKLED JALAPENO PUB CHEESE

Poutine, twice baked potato, warm dips, plays on Roasted VEG

SLICE

MARGHERITA

PEPPERONI

MUSHROOM BLACK TRUFFLE

DAILY SPECIAL

WHOLE PIES / 16 INCH

PEPPERONI

CHEESE

WHITE

MARGHERITA

B-STING

MUSHROOM BLACK TRUFFLE

WHAT THE DILL

CHEESE BURGER

POTATO ROSEMARY

SAUSAGE?

Lamb meatball/ reg meatball

ADD ONS

HOT HONEY----BURATTA-----BLACK TRUFFLE

SANDWICH

BLT

PESTO, BURATTA, PROSCUITTO,

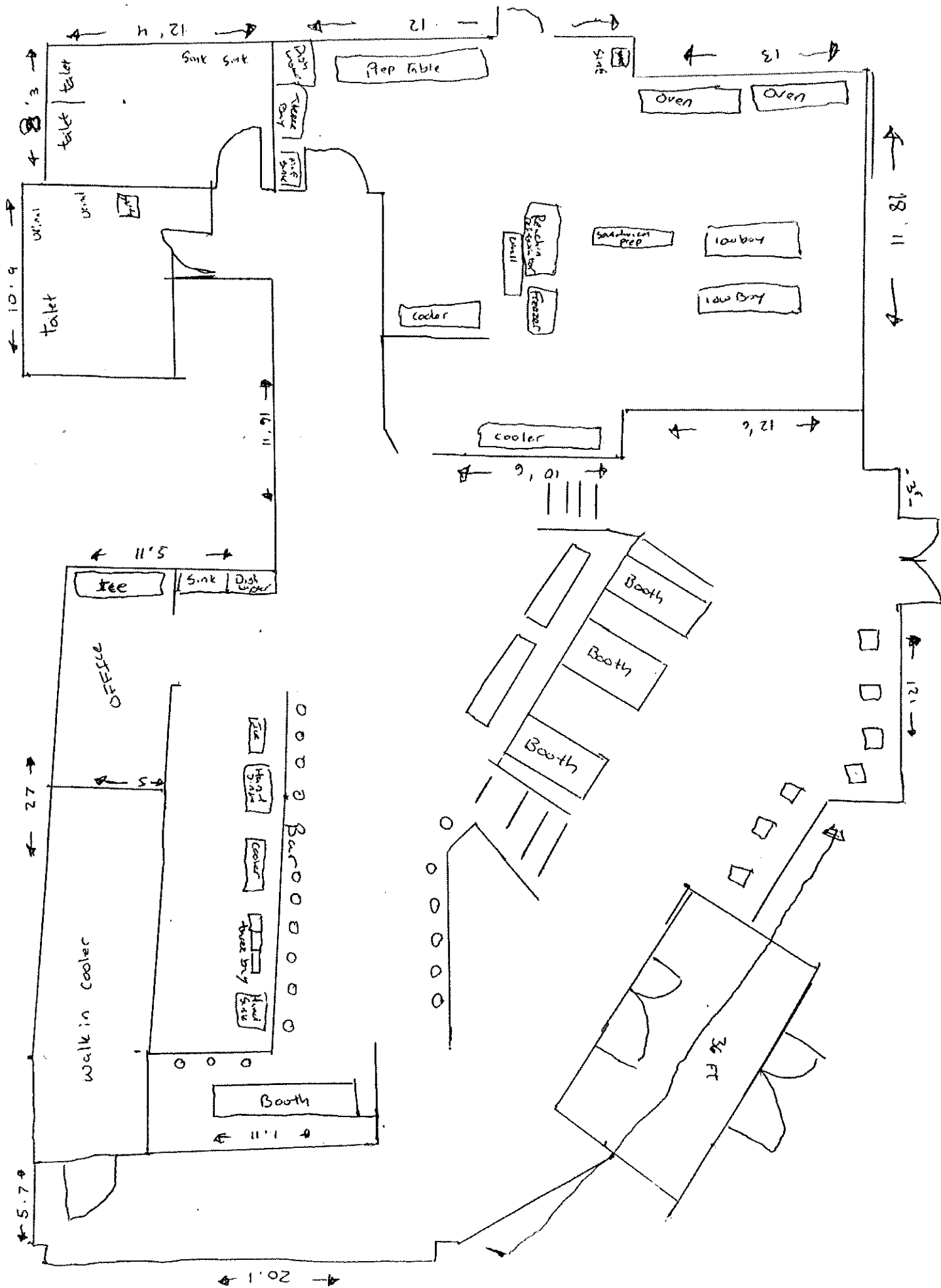
KOREAN CHICKEN SALAD or REG

MORTADELLA ITALIAN

DESSERT

COOKIES

TIRAMASU





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):	Za	Phone:	207-632-2162
Location Address:	25 Preble Street, Portland, ME.		Zip: 04101
Mailing Address:	866 Old Post Road, Arundel ME.		Zip: 04046
Contact Person:	Jessica Tenney	Phone:	207-807-1111
Contact Person Email:	info@truckinpizza.com		
Manager of Establishment:	Jessica Tenney	Date of Birth: 3/2/1984	Phone: 207-807-1111
Owner of Premises (Landlord):	Maine Public Broadcasting Rick Schneider		
Address of Premises Owner:	1450 Lisbon Street, Lewiston ME.		Zip: 04240

Owner Information

Corporate Name		Corporate Mailing Address	
Leaven Pizzeia LLC		866 Old Post Road, Arundel, ME Zip: 04046	
Contact Person:	Brandon Tenney	Phone:	207-632-2162
Principal Officers	Title	Date of Birth	Residence Address
Brandon Tenney		4/30/1986	866 Old Post Road, Arundel, ME. 04046
Jessica Tenney	member	3/2/1984	866 Old Post Road, Arundel, ME. 04046



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class A Restaurant
Type of food served:	pizza, sandwiches and sides
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor
Hours & days of operation:	tuesday through sunday 11am - 10pm
Number of Tables	14
Number of Chairs	

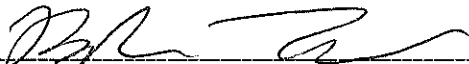
Design and Construction

- 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

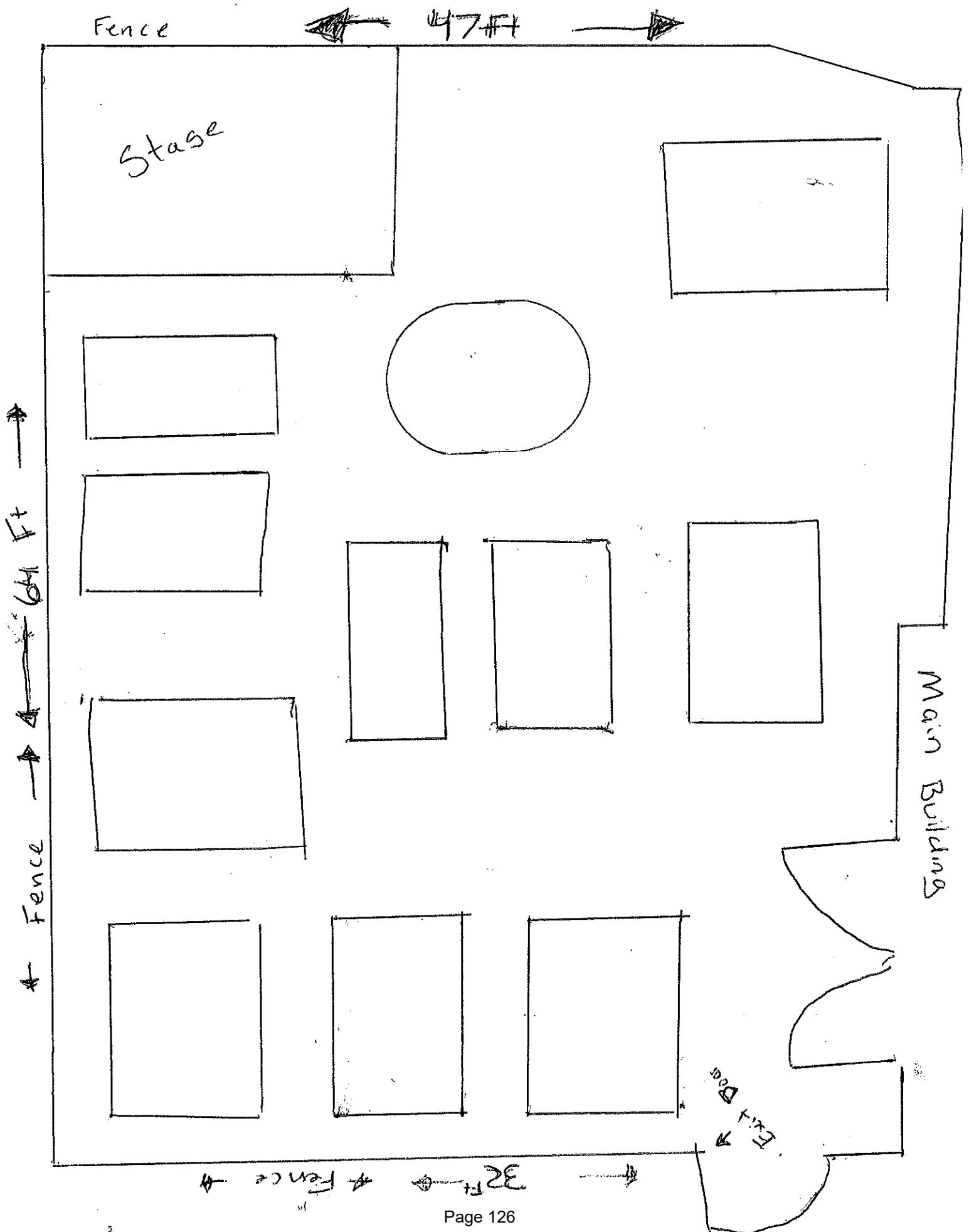
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating 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 member Date 2/18/2025

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: _____	_____





CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

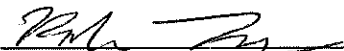
☐ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☒ Combined Entertainment \$800.00
☐ Sound Mitigation Fee \$150.00		

Business Information			
Establishment Name (d/b/a):	ZA	Phone:	207-807-1111
Location Address:	25 Preble Street, Portland, ME.		Zip: 04101
Owner Name:	Brandon Tenney	Phone:	207-632-2162
Owner Email:	info@truckinpizza.com		
Contact Person responsible for Entertainment:	Jessica Tenney	Phone:	207-807-1111
Contact Person Email:	info@truckinpizza.com		
Manager of Establishment:	Jessica Tenney	Phone:	207-807-1111
Manager Email:	info@truckinpizza.com		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:
Full service restaurant and bar with serving primarily pizzas, sandwiches and sides. Open 11 am to 10 pm with occasional live entertainment one to two person bands for guest entertainment.

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 member Date 2/18/2025

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



The Halo Studio LLC
58 River Road
Windham ME 04062
207.233.1770
2/24/2025

SOUND MITIGATION PLAN

Prepared for:

Truckin' Pizza and City of Portland

From: Darren Elder, The Halo Studio LLC

To: Jessica Hanscombe, Licensing, City of Portland

Dear Ms. Hanscombe,

On behalf of our clients at Truckin' Pizza, The Halo Studio is pleased to provide this Sound Mitigation Plan in support of entertainment licensing for their premises at 25 Preble Street.

For ease of review, we have provided our findings and recommendations in order of the required items as outlined in the Code of Ordinances, Chapter 4, Sec. 4-52, Rev. 7-15-2019 4-10, 2 (a-d) inclusive. 25 Preble Street is located in Zone B-3, according to Portland's zoning map. The B-3 zone is designated for downtown business uses, which include commercial, office, and retail establishments. It is a highly developed area intended to support a dense and diverse urban environment.

Rationale

Truckin' Pizza seeks to provide ambient background music and occasional live entertainment for their guests on their outdoor patio. This plan ensures compliance with all relevant city sound ordinances while maintaining positive relationships with nearby businesses and residents.

We trust that the information provided will meet the city's needs and stand ready to answer any questions you may have.

Requirements

(a) Professional Expertise

The Halo Studio brings decades of experience and a track record of uncompromised excellence in the realm of sound engineering, acoustic design, and consulting on complex sound and audio-visual environments.

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

Over the last nineteen years we have become beta-testers for multiple cutting edge audio software and treatment companies which allows us to take every measure to maximize the

acoustic experience within each designated space while minimizing unwanted frequencies and decibel levels. Professional references are available upon request.

(b) Identification of Surrounding Uses

Truckin' Pizza is located in a busy commercial district with adjacent businesses and residences. The nearest abutting structures are:

- **South** – 52 feet
- **East** – 110 feet
- **West** – 68 feet
- **North** – 86 feet

Other noise contributors in the area include:

- Preble Street traffic
- Congress Street traffic
- Neighborhood Business & Pedestrian activity

These factors create an existing noise floor that must be considered when measuring and mitigating entertainment-related sound.

Practicality

Truckin' Pizza's sound output will remain at or below established community standards, minimizing impact on neighboring properties. Our mitigation plan incorporates the following three key elements:

1. **Sound Measurement & Mathematical Modeling**
2. **Strategic Speaker Placement & Professional Audio Equipment**
3. **Ongoing Monitoring & Compliance Adjustments**

Each of these is detailed below.

(c) Sound Mitigation Strategy

Truckin' Pizza's entertainment area consists of an **outdoor patio** and **indoor dining space (N.A.)** with amplified background music. The patio will utilize a sound amplification system that is positioned to be operated and compatible with achieving the least amount of negative impact on surrounding uses. Measures to mitigate sound impact include:

- **Speaker Orientation** – Outdoor speakers will be positioned **inward** toward dining areas, with a **55° downward tilt** to reduce sound dispersion beyond property lines.
- **Volume Control** – PA output should not exceed **82 dBA at the mix position** and will be measured at the perimeter of the patio.

- **Barrier Considerations** – Existing architectural features, including surrounding buildings, act as natural sound barriers and relative containment.

Metrics

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

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

For the purposes of modeling impacts, the base line for these calculations is a standard audio event with 84 dB (A-weighted) N.A.- for internal locations and 82 dB (A-weighted) for external locations, measured SPL at the Mix Position and corresponding 6' increments concurrently.

The mathematical model used is the Inverse Square Law: $20 \cdot \log(D2/D1) = X$ where "D1" represents distance from Center Stage to Adjacent Seating, "D2" represents distance from center stage to perimeter location and "X" represents the reduction in dBspl from "D1" to "D2".

Using inverse square law calculations and following stated guidance, we would expect the following resulting SPL outcomes in each given location/distance from an amplified entertainment source measuring dBA at the mix position (which is assumed to be located at the standard center reference location).

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

Practically, sound levels managed at the mix position could be higher than 84 dBA internally and 82 dBA externally and still result in sound levels at the nearest abutting property that do not exceed 64dBA.

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

But with respect to entertainment at Truckin' Pizza, the intent of our analysis has been to demonstrate that, even with an output of 84 dBA internally N.A. and 82 dBA externally at the source, it is not mathematically plausible for any sound impact produced onsite to be in excess of 64 dBA at the nearest residential property, and the impact will most certainly be well below

this level when sound engineering discipline and “real world” factors such as natural diffusion, structural interference, and directional friction are introduced into the equation.

It is anticipated that dbA 6' from any outer wall of an abutting structure will be no more than 57.8 dbA within the aforementioned context even if there are compounding modal variables or directional winds. Standard post 10:00 pm venue protocol applicable and is expected to yield an additional 10 dBA cut.

Using inverse square law calculations, we anticipate the following SPL (sound pressure level) reductions at relevant listening distances from the patio:

Location	Distance	Expected SPL
South Abutting Property	52'	57.8 dBA
East Abutting Property	110'	34.2 dBA
West Abutting Property	68'	46.5 dBA
North Abutting Property	86'	42.1 dBA

These levels ensure compliance with city ordinances, which require that amplified sound does not exceed **64 dBA at the property boundary**.

Equipment Specifications

- **Outdoor Area:** 2 x Yorkville C120 12" weather-resistant speakers (or equivalent)
- **Indoor Area:** 2 x JBL EON 715 speakers (or equivalent)
- **Monitoring Tool:** Decibel Meter App for ongoing sound level checks

(d) Ongoing Monitoring

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

Truckin' Pizza staff will be trained to monitor sound levels during operational hours using a calibrated **SPL meter**. Adjustments will be made as necessary to maintain compliance

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

Truckin' Pizza's owner/operator Brandon can be reached at 207-632-2162 for any compliance concerns.

Conclusion

We trust that this plan meets city requirements and ensures that Truckin' Pizza's outdoor entertainment remains within permissible sound levels. Please feel free to reach out with any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Darren Elder', with a stylized flourish at the end.

Darren Elder
The Halo Studio LLC
thehalostudio@gmail.com
207.233.1770

Fence

47 ft

Stage

↑
14
64
↑
Fence

Main Building

Exit Door

Za_25 Preble_Class I

Zachary Finley <zackf@portlandmaine.gov>

Sat, Mar 8, 2025 at 2:19 AM

To: Ron Kelton <rkelton@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@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>, "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>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

Za_25 Preble_Class I

Zoning <zoning@portlandmaine.gov>

Fri, Feb 28, 2025 at 4:37 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@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>, "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>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Afternoon,

The legal use for 25 Preble 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]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on March 17, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of August Parker LLC, dba Benny's. Application for Class I FSE at 545 Congress Street - Sponsored by Danielle P. West, City Manager

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



March 11, 2025

Leaven Pizzeria LLC
866 Old Post Road
Arundel, Maine 04046

Re: Leaven Pizzeria LLC, dba Za. Application for Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 25 Preble Street

Dear Leaven Pizzeria LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday March 17, 2025 at 5:00 p.m., for the review of application for Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 25 Preble 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

Bureau of Alcoholic
Beverages & Lottery
Operations

Application Copy

File Number: 45861

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-02-18

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Leaven Pizzeria LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

ZA

CORPORATE NUMBER

202508807DC

INCORPORATION DATE

2024-12-18

CORRESPONDENCE ADDRESS

866 Old Post Rd Arundel ME 04046

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Jessica Tenney

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 807-1111

ALTERNATE PHONE

FAX

EMAIL

info@truckinpizza.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Leaven Pizzeria LLC	Owner		50

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

ZA

OPERATOR

Brandon and Jessica Tenney

PHYSICAL ADDRESS

25 Preble Street Portland ME 04101

MAILING ADDRESS

320 Cumberland Ave Unit 2 Portland ME 04101

CONTACT NAME

Jessica Tenney

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 807-1111

ALTERNATE PHONE

FAX

EMAIL

info@truckinpizza.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

202508807DC

2. What is your expected start date?
End of March 2025
3. Has/have applicant(s) formerly held a Maine liquor license?
No
4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?
No
5. Are all licensees/applicants citizens of the United States?
Yes
6. Are all licensees/applicants residents of the State of Maine?
Yes
7. Is your license for a club with a membership?
No
8. Is your license application for Vessel Corporation?
No
9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"
No

10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for
more information.

Yes

We are working on getting that done

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

No

12 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.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance
in the form of money, property, credit, or financial assistance of any
sort, to any person or business entity holding a liquor license granted
by the State of Maine?

No

14 Do you have a manager employed?

Yes

Jessica Tenney

03/02/1984

15 Has any of the listed applicants or an employed manager been denied
a liquor license within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other
immediate family member of a person whose liquor license has been
revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

866 Old Post Rd Arundel Me 04046

21 What will be your business hours? Please indicate each day's open and close times.

Tuesday-Sunday 11am-10pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Portland High School 500 feet

Youth and family outreach 350 feet

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease/Rental Agreement	Sublease (Slab to Leaven	

Pizzeria) - 25 Preble St.
(fully executed).pdf

Food Menu

za menu.docx

Premises Floor Plan

za floor plan.pdf

Corporate Supplemental Form

102 Supplemental
Ownership Form and
Affidavit-2.pdf

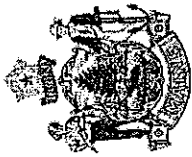
APPLICANT

Jessica Tenney

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand 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.



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name:	2. Date of incorporation/registration:	3. State of incorporation:
---	--	----------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Jessica Tenney	03/02/84	207-807-1111	866 Old Post Rd Arundel ME04046	member	50
Brandon Tenney	04/30/86	207-632-2162	866 Old Post Rd Arundel me 04046	member	50

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 3, 2025

SUBJECT: Order 145-24/25 Granting Municipal Officers' Approval of August Parker LLC, dba Benny's. Application for Class I FSE at 545 Congress Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

Does this item involve a new contract with the City: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 2/21/25. Location was previously Broken Arrow. New City and State applications.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.03.17_Bennys_Council Order
2. 2025.03.17_Bennys_Council Packet

Prepared by:

Date: 03/03/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

August Parker LLC, dba Benny’s. Application for Class I FSE at 545 Congress Street

February 20, 2025

Mayor Dion and Portland City Council
389 Congress St
Portland, ME 04101

Re: Application for Food Service Establishment with Alcoholic Beverages License

Dear Mayor Dion and City Councilors,

Please find attached to this letter August Parker, LLC d/b/a Benny's application for a Food Service Establishment with Alcoholic Beverages License. The business will operate at 545 Congress St, as a Class A Restaurant (Class I).

Thank you very much for your consideration of our application.

Kind Regards,



Brandon J. Mazer, Esq.

Enclosures



6753-2025

v.2024.12.05

CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 21777	Date of Submission of BELLS application: 02/14/2025
---	---

Business Information

Legal Business Entity Applicant Name (corporation, LLC): August Parker, LLC	Business Name (D/B/A): Benny's	
Individual or Sole Proprietor Applicant Name(s): Josh Sobel	Physical Location: 03701701C 545 Congress St. Portland, ME 04101	
If applicable, what was formerly at this location: Broken Arrow	Business Email Address: josh@ramonas.me	
Mailing Address: 358 Tuttle Rd Cumberland, ME 04021	Contact Person: Josh Sobel	
Contact Person Phone: (267) 688-4669	Contact Person Email: josh@ramonas.me	
Manager of Establishment: Josh Sobel	Date of Birth: 11/12/1981	Manager Phone: (267) 688-4669
Owner of Premises (Landlord): Josh Sobel	Address of Premises Owner (Landlord): 358 Tuttle Rd Cumberland, ME 04021	

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: August Parker, LLC	Corporate Mailing Address: 358 Tuttle Rd Cumberland, ME 04021		
Contact Person: Josh Sobel	Contact Phone: (267) 688-4669		
Principal Officers	Title	Date of Birth	Residence Address

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

BL@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

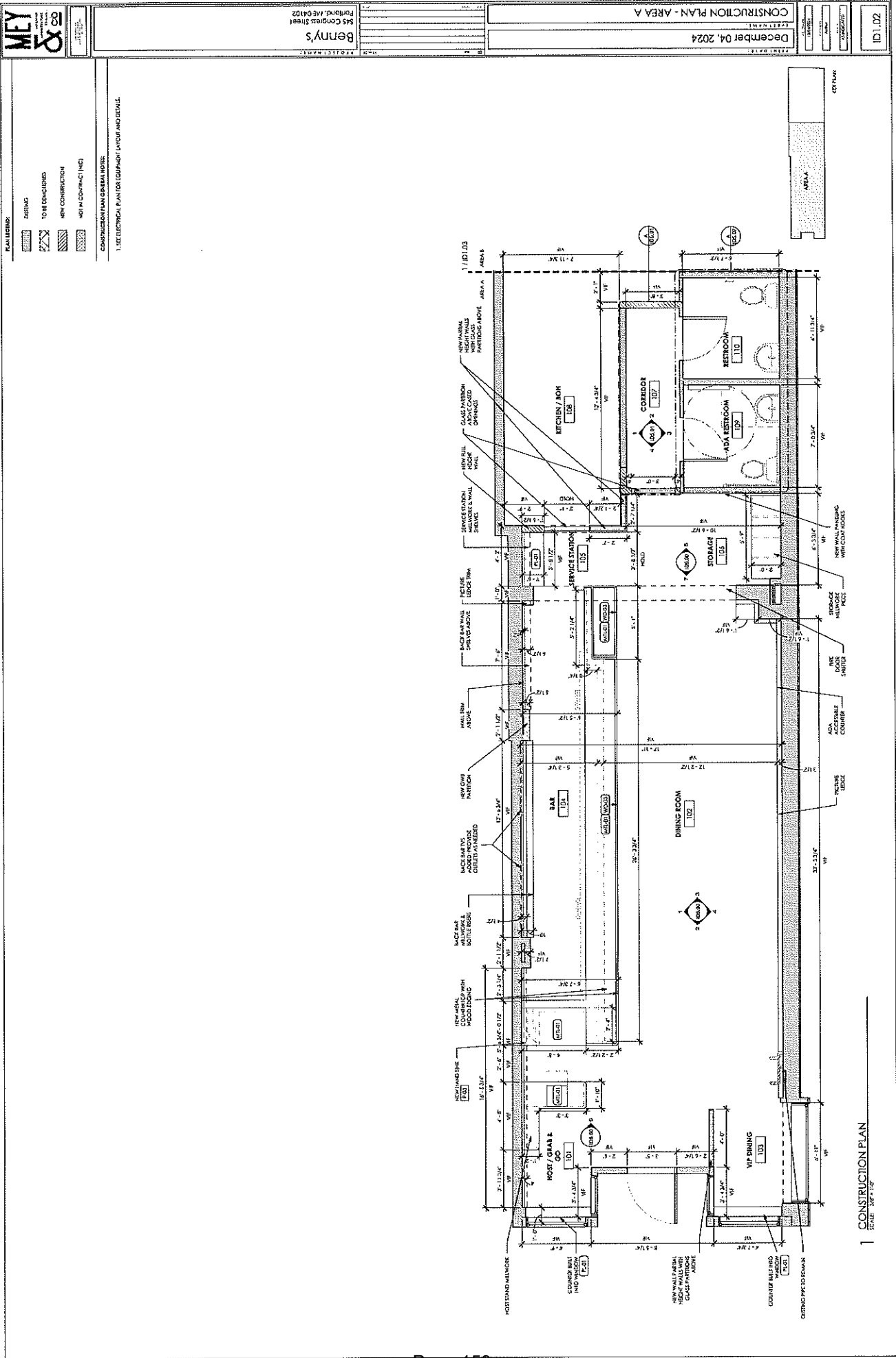
Class of Liquor License (see fee schedule): Class I (Class A Restaurant)		
Type of food served:	Casual Italian	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 70% Generated from Alcohol: 30%	
Hours & days of operation:	Monday - Friday 11am - 10pm; Saturday 11am - 11pm; Sunday 11am - 9pm	
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:		
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: and # of pool tables:		
What is your targeted opening date? : April 14th, 2025		
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): Ramona's (98 Washington Avenue, Unit 1, Portland, ME 04101)		
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, Josh Sobel 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 Josh Sobel Title Owner Date 02/19/2025



DRINKS

COCKTAILS

1. Negroni
2. Aperol Spritz
3. Highball
4. Martini
5. Birch Beer & Fernet

BEER

1. Miller High Life
2. Peroni
3. Oxbow
4. Bellflower
5. Maine Beer Co.
6. Bissell

N/A - Athletic , Kit
Apres Seltzer

WINE

Lambrusco
Prosecco x 2
Red x 3
White x 3

OTHERS

Shirley Temple, NA Cocktail , Coke , Diet Coke, Birch Beer, Sletzer, Dr. Brown's Black Cherry,
Cold Brew, Iced Tea, Lemonade

LUNCH MENU

Mozzarella Sticks \$6

Stuffed Peppers \$6

Marinated Pickled Cherry Peppers stuffed w/ Prosciutto & Provolone

Garlic Bread \$5

Caesar Salad \$8 / \$14

Romaine, Caesar Dressing, Buttered Kaiser Roll Croutons, & Parmesan

Chopped Salad \$10 / \$18

Romaine, Genoa Salami, Cherry Tomatoes, Celery, Cucumbers, Roasted Red Peppers, Olives, Chickpeas, Provolone, Pepperoncini Vinaigrette

House Salad \$8 / \$14

Iceberg, Tomato, Cucumber, Red Onion, Buttered Kaiser Roll Croutons, Parmesan & Benny's Vinagrette

*** Add Chicken Cutlet to any Salad + \$6

HOAGIES

ADD ONS -

Mayo, Mustard, Pickles, Calabrian Chili Spread, Giardinaria, Pickled Long Hots

Classic Italian \$17

Mortadella, Genoa Salami, Hot Capicola, Sharp Provolone, Lettuce, Tomato, Onion,
Hoagie Dressing & Olive Salad

Apollo \$17

Turkey, Hot Capicola, Mozzarella, Pesto, Roasted Peppers, Arugula & Balsamic Dressing

Asbury \$16

Turkey, Sharp Provolone, Lettuce, Tomato, Pickles, Mustard, Mayo, Oil & Vinegar

Adrian \$18

Fried Eggplant, Mozzarella, Arugula, Pickled Red onions, Calabrian Chili-Honey-Dressing

Rhoda \$16

Tuna Salad (Red Onion, Celery, Lemon & Olive Oil), Marinated Tomatoes, Pickles,
Lettuce, Basil Mayo

-Make it a Melt + \$1

Paulie \$16

Broccoli Rabe, Sharp Provolone, Giardinaria, White Bean Spread, Greens & Saba

**** Sub Vegan Mozzarella \$1*

Meatball Parm \$17

Ramona's Meatballs, Garlic Bread, Marinara, Mozzarella

Roast Pork \$17

Broccoli Rabe, Sharp Provolone

CUTLETS

Chicken Parm \$18

Marinara, Mozzarella, Parmesan

Pop's \$18

Chicken Cutlet, Pesto, Broccoli rabe, Sharp Provolone & Roasted Red Peppers

Chicken Caesar Cutlet \$18

Romaine Lettuce, Caesar Dressing, Pickled Red Onions, Parmesan

Cutlet Hoagie \$18

Chicken Cutlet, Sharp Provolone, Basil Mayo, Lettuce, Tomato, Onion, Hoagie Dressing

CHEESESTEAKS

Cheesesteak \$17

Shaved Steak, Caramelized Onions, Cooper Sharp Cheese

Pizza Steak \$18

Shaved Steak, Marinara, Cooper Sharp Cheese

Cheesesteak Hoagie \$18

Shaved Steak, Provolone, Lettuce, Tomato, Red Onion and Hoagie Dressing

Parkway \$18

Grilled Seitan, Roast Peppers, Caramelized Onion & Cooper Sharp

**** Sub Vegan Mozzarella \$1*

KAISER ROLL SANDWICHES \$10

Comes w/ Provolone, Lettuce, Tomato, Mayo & Hoagie Dressing

Genoa Salami

Turkey

Tuna

DINNER MENU
4 - 10
4 - 11 (Fri & Sat)

Fried Mozzarella Sticks \$6

Garlic Bread \$5

Pretzel Garlic Knots \$10

**** Baked Fresh Daily ****

Stuffed Peppers \$6

Marinated Pickled Cherry Peppers stuffed w/ Prosciutto & Provolone

Ramona's Meatballs \$12

Burrata & Grilled Long Hot Peppers \$12

Caesar Salad \$8 / \$14

Romaine, Caesar Dressing, Buttered Kaiser Croutons, & Parmesan

Chopped Salad \$10 / \$18

Romaine, Genoa Salami, Cherry Tomatoes, Celery, Cucumbers, Roasted Red Peppers, Olives, Chickpeas, Provolone, Pepperoncini Vinaigrette

House Salad \$8 / \$14

Iceberg, Arugula, Radicchio, Tomato, Cucumber, Red Onion, Parmesan, Buttered Kaiser Croutons & Benny's Vinagrette

*** Add Chicken Cutlet to any Salad + \$6

PASTAS

Spaghetti & Meatballs \$22

Marinara & Pecorino

Penne Alla Vodka \$20

Tomato, Cream, Calabrian Chili, Pecorino, Bread Crumbs

Linguini & Clams \$25

Preserved Lemon, Parsley, Capers

Orecchiette \$24

House Made Pork Sausage, Broccoli Rabe, Roasted Red Peppers

Rigatoni \$24

Arugula & Basil Pesto, Broccoli Rabe, Marinated Tomatoes, Pecorino

Cheese Ravioli \$23

Miccuci's Family Recipe

PARMS

Choice of Spaghetti or House Salad

Chicken \$25

Eggplant \$25

SANDWICHES

Cheesesteak \$16

Shaved Steak, Caramelized onion, Cooper Sharp

Roast Pork \$16

Broccoli Rabe, Sharp Provolone

Chicken Parm \$16

Marinara, Mozzarella, Pecorino

Meatball Parm \$16

Ramona's Meatballs, Garlic Bread, Marinara, Mozzarella

Parkway \$18

Grilled Seitan, Roast Peppers, Caramelized Onion & Cooper Sharp

*** Sub Vegan Mozzarella \$1

SIDES

Spaghetti & Marinara \$5

Broccoli Rabe w/ Garlic and Chili \$5

Side Salad w/ Balsamic Vinaigrette \$4

Grilled Long Hots \$5

Extra Marinara \$1

Extra Bread for Dipping - \$2

KID'S DINNER

**** Choice of Marinara or Butter**

Ramona's Meatballs w/ Pasta \$10

Chicken Parm w/ Pasta \$10

Baked Eggplant Parm w/ Pasta \$10

Cheese Ravioli \$10

Pasta Bowl \$6

SWEETS

Cannolis \$9

Sweet Ricotta & Chocolate Chips

Tiramisu \$9

Espresso , Mascarpone, Rum & Cocoa



Zachary Lenhart <zlenhart@portlandmaine.gov>

Bennys_545 Congress_Class I

Zachary Finley <zackf@portlandmaine.gov>

Sat, Mar 8, 2025 at 2:19 AM

To: Ron Kelton <rkelton@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@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>, "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>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

Bennys_545 Congress_Class I

Zoning <zoning@portlandmaine.gov>

Fri, Feb 28, 2025 at 4:21 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@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>, "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>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Afternoon,

The legal use for 545 Congress ST, Unit 1C is restaurant and bar. 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]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on March 17, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Leaven Pizzeria LLC, dba Za. Application for Class I FSE with Combined Entertainment and Outdoor Dining on Private Property at 25 Preble Street - Sponsored by Danielle P. West, City Manager

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



March 11, 2025

August Parker LLC
358 Tuttle Road
Cumberland, Maine 04021

Re: August Parker LLC, dba Benny's. Application for Class I FSE at 545 Congress Street

Dear August Parker LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday March 17, 2025 at 5:00 p.m., for the review of application for Class I FSE at 545 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. Lenhart
Licensing and Housing Safety Manager



Application Copy

File Number: 21777

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-02-14

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

August Parker LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Benny's

CORPORATE NUMBER

202505201DC

INCORPORATION DATE

2024-09-27

CORRESPONDENCE ADDRESS

545 Congress Street Portland ME 04101

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Josh Sobel

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 688-4669

ALTERNATE PHONE

FAX

EMAIL

josh@ramonas.me

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
August Parker LLC	Sole Member		100

ADDITIONAL INFORMATION

MANAGED BY AGENT

Yes

AGENT NAME

Brandon Mazer

AGENT TYPE

Individual

BIRTHDATE

1986-02-12

GENDER

Male

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 400-8125

ALTERNATE PHONE

FAX

EMAIL

bmazer@perkinsthompson.com

CORRESPONDENCE ADDRESS

MAILING ADDRESS

PHYSICAL ADDRESS

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Benny's

OPERATOR

Josh Sobel

PHYSICAL ADDRESS

545 Congress Street Portland ME 04101

MAILING ADDRESS

545 Congress Street Portland ME 04101

CONTACT NAME

Josh Sobel

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(267) 688-4669

ALTERNATE PHONE

FAX

EMAIL

josh@ramonas.me

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State?

If not, please address this with the Secretary of State before proceeding with this application. See <https://www.maine.gov/sos/cec/corp/index.html> for more information.

Answer "No" if you are a Sole Proprietor.

Yes

202505201DC

2. What is your expected start date?

March 1, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

No

4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Are all licensees/applicants citizens of the United States?
Yes
6. Are all licensees/applicants residents of the State of Maine?
Yes
7. Is your license for a club with a membership?
No
8. Is your license application for Vessel Corporation?
No
9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"
No
- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.
No
- 11 Will any law enforcement officer directly benefit financially from this license, if issued?
No
- 12 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.
No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 Do you have a manager employed?

No

15 Has any of the listed applicants or an employed manager been denied a liquor license within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

549 Congress Street, Portland, Maine 04101

21 What will be your business hours? Please indicate each day's open and close times.

Sunday-Thursday 11:00 AM-11:PM

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

First Parish in Portland, Unitarian Universalist, .3 Miles

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2 (P2396501x9F873).pdf	
Premises Floor Plan	Benny's Layout (P2396485x9F873).pdf	
Lease/Rental Agreement	LEASE AUGUST PARKER LLC EXECUTED (P2348024x9F873).pdf	
Food Menu	Menu (P2396468x9F873).pdf	

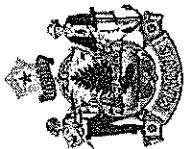
APPLICANT

Brandon Mazer

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand 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.



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: August Parker, LLC	2. Date of incorporation/registration: 9/4/2024	3. State of incorporation: Maine
--	---	--

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Josh Sobel	11/12/1981	josh@ramonas.me	358 Tuttle Road, Cumberland, Maine 04021	Sole Member	100%

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 7, 2025

SUBJECT: Order 146-24/25 Appropriating Bond Proceeds and Other Funds in an Amount Not to Exceed \$41,070,000 for the City's FY2026 Capital Improvement Program - Sponsored by the Finance Committee, April Fournier, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Finance Committee met several times during 2024 and early 2025 to discuss the City's Capital Improvement Plan (CIP), changes to the current year CIP to better incorporate equity, sustainability and other City Council goals, and hear presentations from the City Manager and City staff on the overall CIP.

The Fiscal Year 2026 Capital Improvement Plan (FY26 CIP) has been in development since mid-2024. The list of 2026 CIP calls for over \$41M of new projects but only \$22.9M this total will have a net impact to debt service in the general fund operating budget. A variety of other funding sources including the enterprise funds (for sewer and stormwater projects) are being used to finance the remainder. Two orders are required related to the CIP: one authorizing the FY26 CIP bonds; and a second appropriating the proceeds and other funding sources providing City staff with spending authority for the upcoming projects. A complete listing of the projects being authorized is included within the orders.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 146-24-25

Prepared by:

Date: 03/07/2025

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**ORDER APPROPRIATING BOND PROCEEDS AND OTHER FUNDS IN AN AMOUNT
NOT TO EXCEED \$41,070,000 FOR
THE CITY'S FY2026 CAPITAL IMPROVEMENT PROGRAM**

IT IS HEREBY ORDERED THAT

1. Subject to paragraph 2 and 3 below, the sum of \$41,070,000, plus the original issue premium arising, if any, associated with issuance of the City's general obligation bonds, be and hereby is appropriated to finance the projects more particularly described in the project list for the City's FY26 Capital Improvement Program attached hereto as Exhibit A (the "FY26 CIP Project List"), as follows:
 - a. The sum of \$22,855,000 is appropriated from the proceeds of the City's general obligation bonds to be authorized by the City Council to finance a portion of the costs of the General Fund Projects included in the FY26 CIP Project List;
 - b. The sum of \$7,415,000 is appropriated from the proceeds of the City's general obligation bonds to be authorized by the City Council to finance a portion of the costs of the Enterprise Fund Projects included in the FY26 CIP Project List;
 - c. An additional amount not to exceed \$10,700,000 is appropriated as follows:
 - i. An amount not to exceed \$1,485,000 is appropriated from the City's Transportation Impact Fees, to finance a portion of the projects so indicated in the FY26 CIP Project List;
 - ii. An amount not to exceed \$1,125,000 is appropriated from the City's TIF Funds and Accounts, to finance a portion of the projects so indicated in the FY26 CIP Project List.
 - iii. An amount not to exceed \$1,000,000 is reallocated and appropriated from unspent proceeds of the City's prior CIP General Obligation Bonds to finance a portion of the projects so indicated in the FY26 CIP Project List;
 - iv. An amount not to exceed \$6,610,000 is appropriated from the City's Assigned Surplus Fund Balance – Capital Improvement to finance a portion of the projects so indicated in the FY26 CIP Project List;
 - v. An amount not to exceed \$330,000 is appropriated from the City's Asset Forfeiture Funds to finance a portion of the projects so indicated in the FY26 CIP Project List;
 - vi. An amount not to exceed \$150,000 is appropriated from the City's Merrill Improvement Funds to finance a portion of the projects so indicated in the FY26 CIP Project List.

2. The appropriations set forth in paragraphs 1(a) & (b) above are and shall be contingent upon the authorization and issuance of the City's general obligation bonds for such purposes (the amount appropriated in said paragraph 1(a) & (b) to be adjusted to reflect the principal amount of bonds so authorized), and shall include issuance costs for such bonds (or notes in anticipation thereof). The foregoing appropriations, in addition to the stated amount, shall also include any investment earnings or original issue premium associated with such bonds (or notes in anticipation thereof).
3. If the actual cost of any project included in the FY26 CIP Project List differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project or for any other reason, the Director of Finance is authorized, in his discretion, to reallocate proceeds of the bonds issued therefore or the other funds appropriated therefore to any other project listed on the FY26 CIP Project List or to any project the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

FY26 Capital Improvement Program
New Project Authorizations & Funding Sources

Exhibit A

		FY26 CIP	New Bond	
		Appropriation	Authorization	Other Funding
GENERAL FUND PROJECTS				
EQUIPMENT				
Fire Department	Self Contained Breathing Apparatus (SCBA) Replacement	\$800,000	\$800,000	
Parks-Rec-Facilities	Tractor - Kubota M5660SU	\$65,000	\$65,000	
Parks-Rec-Facilities	PTO Mower Groundmaster 1200 series	\$40,000	\$40,000	
Parks-Rec-Facilities	TORO Pro Core 864 Turf Aerator	\$45,000	\$45,000	
Parks-Rec-Facilities	Forklift, Electric - 5K	\$65,000	\$65,000	
Parks-Rec-Facilities	Backhoe / Loader, Wheeled	\$130,000	\$130,000	
Police Department	Barriers for Outdoor Events	\$160,000		\$160,000 (5)
Police Department	Night vision for SRT	\$170,000		\$170,000 (5)
Public Works	Bobcat / Tool Cat	\$110,000	\$110,000	
Public Works	30 Each APX 1500 Enhanced Vehicle Radios	\$105,000	\$105,000	
Public Works	Crane, Bridge, 4 Ton	\$235,000	\$235,000	
Public Works	Table, Plasma Cutting	\$45,000	\$45,000	
Public Works	Backhoe Loader with Extend-a-hoe / Bucket with Thumb / 4X4	\$165,000		\$165,000 (4)
Information Tech.	Datacenter Storage Expansion	\$110,000	\$110,000	
FACILITIES & INFRASTRUCTURE				
Fire Department	New Sprinkler System at Cummings Center/ Munjoy Fire Station	\$220,000	\$220,000	
Health-Human Serv.	HVAC/Chiller Air Stack Replacement	\$210,000	\$210,000	
Health-Human Serv.	Barron Center 3rd and half of the 2nd floor hallway and patient rooms	\$225,000	\$225,000	
Health-Human Serv.	Elevator Replacement	\$255,000	\$255,000	
Parking	Elm Street Garage - Capital Maintenance	\$175,000	\$175,000	
Parking	Spring Street Garage - Capital Maintenance	\$335,000	\$335,000	
Parks-Rec-Facilities	City Hall/Merrill Boiler replacement	\$800,000	\$800,000	
Parks-Rec-Facilities	Replace field house HVAC units	\$360,000	\$360,000	
Parks-Rec-Facilities	Paint Dome Ceiling and Replace Sprinkler Heads	\$430,000	\$430,000	
Parks-Rec-Facilities	Hadlock Field Elevator Modernization	\$125,000	\$125,000	
Parks-Rec-Facilities	Café Ventilation system	\$90,000	\$90,000	
Parks-Rec-Facilities	Replacement Electronic Signs for Ice Arena and Expo	\$85,000	\$85,000	
Parks-Rec-Facilities	Golf Course Improvements	\$150,000	\$150,000	
Parks-Rec-Facilities	Merrill Loading Dock Engineering (dock access and bus parking)	\$50,000		\$50,000 (6)
Parks-Rec-Facilities	Merrill Auditorium Seating Replacement	\$100,000		\$100,000 (6)
Parks-Rec-Facilities	Cart Barn Engineering & Design	\$50,000		\$50,000 (3)
Parks-Rec-Facilities	Pile Jackets - OG	\$225,000		\$225,000 (2)
Parks-Rec-Facilities	On going pile/pier work at OG and P.O.T	\$250,000		\$250,000 (2)
Parks-Rec-Facilities	Pier Deck Replacement (engineering)	\$50,000		\$50,000 (2)
Parks-Rec-Facilities	Dougherty Field Reconstruction	\$925,000	\$925,000	
Parks-Rec-Facilities	Deering Oaks Pond Wall Reconstruction - Phase I	\$1,640,000	\$1,640,000	
Parks-Rec-Facilities	Stroudwater Pedestrian Bridge Installation	\$160,000		\$160,000 (1)
Parks-Rec-Facilities	Will's Playground Design (Eastern Prom)	\$200,000		\$200,000 (3)
Parks-Rec-Facilities	Stone Street Playground Upgrade & Splashpad Erosion Issues	\$450,000		\$450,000 (2)
Parks-Rec-Facilities	City Facilities Master Plan - Including Fire Stations	\$325,000		\$325,000 (3)
Planning-Urban Dev.	West Commercial Street Pathway - Phase III	\$50,000	\$50,000	
Planning-Urban Dev.	Comprehensive Transportation Plan	\$375,000	\$375,000	
Portland Public Library	Roof Replacement, Continued HVAC, Lighting	\$955,000	\$955,000	
Public Works	Forest Avenue: (Woodford/Revere to Bedford)	\$100,000	\$100,000	
Public Works	Asset Management Plan	\$200,000		\$200,000 (4)
Public Works	East Deering Erosion Rehabilitation	\$350,000		\$350,000 (4)
Public Works	Cliff Island Seawall Erosion Rehabilitation	\$1,000,000		\$1,000,000 (4)
Public Works	Great Diamond Island Erosion Rehabilitation	\$1,500,000		\$1,500,000 (4)
Public Works	Peaks Island Erosion Rehabilitation	\$2,500,000		\$2,500,000 (4)
Public Works	Cliff Island Barge Landing Erosion Rehabilitation	\$450,000	\$450,000	
Public Works	Islands Improvement Program	\$250,000	\$250,000	
SCHOOL DEPARTMENT FACILITIES				
Portland Public Schools	HVAC unit 1	\$250,000	\$250,000	
Portland Public Schools	Small roof replacement	\$100,000	\$100,000	
Portland Public Schools	Provide secure entrance and ADA accessible front entrance	\$350,000	\$350,000	
Portland Public Schools	Phase 2 Masonry repairs	\$500,000	\$500,000	
Portland Public Schools	Window replacement	\$300,000	\$300,000	
Portland Public Schools	Roof Replacement	\$200,000	\$200,000	
Portland Public Schools	Pavement/Asphalt replacement and repairs	\$350,000	\$350,000	
Portland Public Schools	Exterior lighting	\$50,000	\$50,000	
Portland Public Schools	Roof replacement	\$300,000	\$300,000	
Portland Public Schools	Roof replacement	\$600,000	\$600,000	

PUBLIC WORKS / TRANSPORTATION

Planning-Urban Dev.	Parkside to PTC Pathways Project - Union Branch	\$50,000	\$50,000	
Public Works	PACTS UPI Match	\$650,000	\$650,000	
Public Works	ADA Compliance Program	\$500,000	\$500,000	
Public Works	Sidewalk Rehabilitation Program	\$1,750,000	\$1,750,000	
Public Works	Transportation Outcomes in Association with Water Resources Projects	\$300,000	\$300,000	
Public Works	Arterial Crossing Program	\$300,000		\$300,000 (1)
Public Works	Bike Facility Safety Improvements (BBI Program)	\$100,000		\$100,000 (3)
Public Works	Traffic Calming/Street Safety Initiatives	\$150,000		\$150,000 (3)
Public Works	Libbytown Neighborhood Renewal Project	\$800,000	\$800,000	
Public Works	Bramhall Square Reconstruction	\$75,000	\$75,000	
Public Works	Gorham's Corner Mini Roundabout	\$250,000	\$250,000	
Public Works	Franklin Street Design Update	\$250,000		\$250,000 (1)
Public Works	Dana & Wharf Street Reconstruction	\$75,000		\$75,000 (2)
Public Works	DOT Paving Matches	\$800,000	\$800,000	
Public Works	PACTS Collector Paving	\$650,000	\$650,000	
Public Works	Pavement Preservation Program	\$2,000,000	\$2,000,000	
Public Works	City Retaining Wall Repairs	\$100,000	\$100,000	
Information Tech.	Traffic Network Switches	\$125,000	\$125,000	
Public Works	High-Speed Communications for Signal Corridors and Improved Coordination	\$150,000		\$150,000 (1)
Public Works	Traffic Signals Upgrade Program	\$600,000		\$600,000 (1)
Public Works	PACTS RTMS - Regional Signals, Communications, and Match Money	\$25,000		\$25,000 (1)
Public Works	Traffic Signal Upgrades with Paving Programs	\$175,000		\$175,000 (3)
Public Works	Marginal Way Signal Upgrades	\$75,000		\$75,000 (2)

FLEET VEHICLES

Parks-Rec-Facilities	0.75T Pick Up, Reg Cab, 4X4, Long Bed (USED)	\$40,000	\$40,000	
Public Works	Small PU - Ford Ranger or Like w/ Plow	\$50,000	\$50,000	
Public Works	Small PU - Ford Ranger or Like w/ Plow	\$50,000	\$50,000	
Fire Department	Complete Ambulance / NEW - AMB	\$500,000	\$500,000	
Fire Department	Fire Ladder Truck Year 1 of 4 Funding	\$500,000	\$500,000	
Health-Human Services	Laundry Truck-Barron Center	\$65,000	\$65,000	
Parks-Rec-Facilities	0.5T Pickup Crew Cab 4X4	\$50,000	\$50,000	
Parks-Rec-Facilities	0.75T Utility / Cargo Van	\$50,000	\$50,000	
Parks-Rec-Facilities	1.0T Dump Truck w/ Plow Set Up	\$110,000		\$110,000 (4)
Police Department	03 EA K9 Cars	\$125,000	\$125,000	
Police Department	05 EA Patrol Cars	\$290,000		\$290,000 (4)
Public Works	1.5-2T (F450-550) Dump Body -drop down sides, straight plow, stainless sander	\$160,000	\$160,000	
Public Works	Cargo PARTS Van 0.75T	\$50,000	\$50,000	
Public Works	1.5-2T (F450-550) Stainless Dump Body -drop down sides, straight plow, hydraulic sander syster	\$140,000	\$140,000	
Public Works	0.75T Extended Cab Pick-Up w/ Liftgate	\$70,000	\$70,000	
Public Works	Packer, Refuse Full Size	\$365,000		\$365,000 (4)
Public Works	1.0T Dump Truck w/ Plow and Sander	\$130,000		\$130,000 (4)
Sub-Total - GF CIP		\$33,555,000	\$22,855,000	\$10,700,000
	Public Art	50,000	50,000	
	Land Bank	50,000	50,000	
Sub-Total - General Fund Projects		\$33,655,000	\$22,955,000	\$10,700,000

SEWER & STORMWATER **ENTERPRISE FUND PROJECTS (6)**

Public Works	CMOM - Inflow and Infiltration Phase 3 Mitigation	\$1,100,000	\$1,100,000	
Public Works	Sewer Collection System Repairs, Rehabilitation and Improvements	\$500,000	\$500,000	
Public Works	CSO- #26 Sewershed	\$250,000	\$250,000	
Public Works	CSO- Close CSO #42	\$500,000	\$500,000	
Public Works	CSO- Downtown District Sewer Separation	\$600,000	\$600,000	
Public Works	Pavement Preservation Program - Utility costs	\$400,000	\$400,000	
Public Works	Pump Station Generator	\$150,000	\$150,000	
Public Works	Pickup Truck Replacements	\$140,000	\$140,000	
Public Works	Stormwater Collection System Repairs, Rehabilitation and Improvements	\$500,000	\$500,000	
Public Works	Green Infrastructure	\$400,000	\$400,000	
Public Works	Palmer Ave Detention Basin Upgrade (Dole Brook Stormwater Improvement)	\$375,000	\$375,000	
Public Works	Rand Road Culvert	\$1,800,000	\$1,800,000	
Public Works	Skid Steerer	\$150,000	\$150,000	
Public Works	Street Sweeper Replacement	\$500,000	\$500,000	
Public Works	Pickup Truck - Compliance Section Field Work	\$50,000	\$50,000	
Sub-Total - Enterprise Fund Projects		\$7,415,000	\$7,415,000	
TOTAL		\$41,070,000	\$30,370,000	\$10,700,000

<u>TOTAL APPROPRIATION AND FUNDING SOURCES</u>	
(1) Impact Fees	\$1,485,000
(2) TIF Funding	\$1,125,000
(3) Prior CIP Reallocation	\$1,000,000
(4) Unassigned Fund Balance	\$6,610,000
(5) Asset Forfeiture	\$330,000
(6) Merrill Improvement Funds	\$150,000
(7) New borrowing (Enterprise Fund Debt Projects)	\$7,415,000
ALL OTHER New Borrowing (General Fund Projects)	\$22,855,000
TOTAL	\$41,070,000

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 7, 2025

SUBJECT: Order 147-24/25 Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year FY26 Capital Improvement Program in an Amount Not to Exceed \$30,370,000 - Sponsored by the Finance Committee, April Fournier, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the bond authorization order above.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 147-24-25

Prepared by:

Date: 03/07/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER AUTHORIZING GENERAL OBLIGATION BONDS
TO FINANCE A PORTION OF THE CITY'S FISCAL YEAR FY26 CAPITAL IMPROVEMENT PROGRAM IN AN
AMOUNT NOT TO EXCEED \$30,370,000**

FOLLOWING a public hearing of the City Council of the City of Portland, Maine, held upon due notice pursuant to Article VII, Section 9 of the City Charter, **IT IS HEREBY ORDERED THAT:**

There is hereby authorized and approved a borrowing by the City of Portland in the aggregate principal amount not to exceed Thirty Million Three Hundred Seventy Thousand Dollars (\$30,370,000), such borrowing to be evidenced by the City's general obligation bonds (the "Bonds") and temporary notes in anticipation thereof (the "Notes), to finance the items identified in the City's FY26 Capital Improvement Program attached hereto as Exhibit A and all other costs (as defined herein) related and ancillary thereto (the "Projects").

BE IT FURTHER ORDERED:

1. That the Bonds and Notes shall be executed in the name of and on behalf of the City by the Director of Finance and the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, and shall bear the City seal thereon, attested by its Clerk.
2. That the Director of Finance is hereby authorized, in the name of and on behalf of the City of Portland, to prepare, issue, and sell such Bonds and Notes through a public offering (on a competitive or negotiated basis or a combination thereof) or a private placement, or a combination thereof, and such Bonds may be issued in serial form or as term bonds, or some combination thereof, may be issued as physical certificates or in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, and may issued at one time or from time to time, as one or more separate bond issues, all as the Director of Finance shall determine to be appropriate in his sole discretion.
3. That the Director of Finance is hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the form, dates, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, provisions for early redemption, with or without a premium, and all other details, such establishment, determination and approval to be conclusively evidenced by the execution thereof.
4. That the Director of Finance is hereby authorized, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to select a financial advisor, underwriter, or paying agent /registrar for the Bonds and Notes, to approve, execute and deliver all contracts, loan agreements, investment agreements, tax compliance agreements or arbitrage certificates, closing certificates, instruments, Preliminary Official Statement, Official Statement or other offering document, a Letter of Representation necessary to qualify the Bonds or Notes for the Depository Trust Company Book-Entry Only System, continuing disclosure agreements, and such other documents, agreements and closing certificates (the "Bond Documents"), as may be necessary or desirable, in connection with the financing

of the Projects, the offering, sale, issuance, and delivery of the Bonds and Notes, and the investment of the proceeds thereof, which Bond Documents may be in such form and contain such terms and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity is hereby authorized, confirmed and approved, and such other details as he shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

5. That if the Bonds or Notes, or any part of them, are issued on a tax-exempt basis, the Director of Finance is hereby authorized, in the name of and on behalf of the City, to covenant and certify that:

- (A) No part of the Projects shall be used directly or indirectly, in a manner that would cause the Bonds or Notes to be "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the Bonds and Notes shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which or the investment yield on which would cause such Bonds or Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code; and
- (B) The City will file any required reports and take any other action that may be necessary to insure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.

6. That the term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the cost to purchase, acquire, design, construct, renovate, improve, furnish and equip the Projects, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Projects are located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the issuance and delivery of the Bonds and Note; and (5) other costs of the Projects ancillary or related to the foregoing costs.

7. That if the actual cost of any Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of such Project or for any other reason, the Director of Finance is hereby authorized, in the name of and on behalf of the City, in his discretion, to reallocate proceeds of the Bonds and Notes to any other Project listed on the attached Exhibit A, or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

8. That if the Director of Finance, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or Notes or any other Bond Document necessary or convenient to the issuance, execution and delivery of the Bonds or Notes, the person or persons then acting in such capacity, whether on an interim or acting basis, as an assistant, a deputy, or otherwise, is authorized, in the name of and on behalf of the City, to act for such official with the same force and effect as if such official had performed such act.

9. That if any of the officers or officials of the City who have signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such bonds or notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

10. That to the extent not payable from other funds, an amount sufficient for the payment of the annual payments of principal and interest on the Bonds or any Notes issued hereunder shall be included in the tax levy of each year until the debt represented by said Bonds or Notes is extinguished.

11. That if any of the Bonds or Notes are issued through the State of Maine Clean Water Revolving Loan Fund (CWSRF), the following resolutions required by Section C(4)(e) of the CWSRF Rules, Chapter 595 (the "SRF Regulations"), administered by the Department of Environmental Protection and the Maine Municipal Bond Bank (the "Bond Bank"), be and hereby are adopted:

- a. That a Project Account shall be created for the Projects which shall be separate from all other accounts of the City. If operating revenues are to be used to retire the debt, a sub-account will be established;
- b. That the Project Account shall be maintained in accordance with standards set forth by the Bond Bank and in accordance with generally accepted government account standards;
- c. That a final accounting shall be made to the Bond Bank of the total cost of each Project upon completion of the Project performance certification as set out in Section G(3) of the SRF Regulations and the City acknowledges that the Bond Bank reserves the right at its sole discretion to be provided with a cost certification of the Project as built;
- d. That an annual audit of the City, prepared by a certified public accountant or licensed public accountant be provided to the Bond Bank for the term of the loan;
- e. That the City shall maintain insurance coverage on the Projects in an amount adequate to protect the Bond Bank's interest for the term of the loan with the Bond Bank named as loss payee;
- f. That the City will comply with any special conditions specified by the Department of Environmental Protection's environmental determination until all financial obligations to the State have been discharged;
- g. That the City certify to the Bond Bank that it has secured all permits, licenses and approvals necessary and that it has a dedicated source of revenue for repayment;
- h. That the City establish a rate, charge or assessment schedule in order to pay principal and interest. Such rate change or schedule shall provide total operations and debt service coverage at a level at which the coverage for the Bond Bank is sufficient;

- i. That the City must demonstrate the ability to pay reasonably anticipated costs of operating and maintaining the financed Project; and
- j. That the City abide by the SRF Regulations, as revised and amended and relevant State statutes of the State of Maine.

12. That while any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Director of Finance is hereby authorized, in the name of and on behalf of the City, to issue and deliver refunding bonds to refund, on either a current or advance refunding basis,

13. some or all of the bonds then outstanding, and to establish, determine and approve the time of the sale, award and settlement of such refunding bonds, the form, date, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, and all other details of such refunding bonds, and to provide that any of such refunding bonds may be made subject to call for redemption, with or without premium, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, in the name of and on behalf of the City, such additional Bond Documents as may be reasonable or necessary with respect to such refunding, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

14. That the City may pay certain costs of the Projects prior to the issuance of the Bonds and Notes (referred to as "original expenditures"); to that end, the City hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such bonds and notes, and this Resolution shall constitute the City's declaration of official intent pursuant to Treasury Regulation §1.150-2.

FY26 Capital Improvement Program
New Project Authorizations & Funding Sources

Exhibit A

		FY26 CIP	New Bond	
		Appropriation	Authorization	Other Funding
<u>GENERAL FUND PROJECTS</u>				
<u>EQUIPMENT</u>				
Fire Department	Self Contained Breathing Apparatus (SCBA) Replacement	\$800,000	\$800,000	
Parks-Rec-Facilities	Tractor - Kubota M5660SU	\$65,000	\$65,000	
Parks-Rec-Facilities	PTO Mower Groundmaster 1200 series	\$40,000	\$40,000	
Parks-Rec-Facilities	TORO Pro Core 864 Turf Aerator	\$45,000	\$45,000	
Parks-Rec-Facilities	Forklift, Electric - 5K	\$65,000	\$65,000	
Parks-Rec-Facilities	Backhoe / Loader, Wheeled	\$130,000	\$130,000	
Police Department	Barriers for Outdoor Events	\$160,000		\$160,000 (5)
Police Department	Night vision for SRT	\$170,000		\$170,000 (5)
Public Works	Bobcat / Tool Cat	\$110,000	\$110,000	
Public Works	30 Each APX 1500 Enhanced Vehicle Radios	\$105,000	\$105,000	
Public Works	Crane, Bridge, 4 Ton	\$235,000	\$235,000	
Public Works	Table, Plasma Cutting	\$45,000	\$45,000	
Public Works	Backhoe Loader with Extend-a-hoe / Bucket with Thumb / 4X4	\$165,000		\$165,000 (4)
Information Tech.	Datacenter Storage Expansion	\$110,000	\$110,000	
<u>FACILITIES & INFRASTRUCTURE</u>				
Fire Department	New Sprinkler System at Cummings Center/ Munjoy Fire Station	\$220,000	\$220,000	
Health-Human Serv.	HVAC/Chiller Air Stack Replacement	\$210,000	\$210,000	
Health-Human Serv.	Barron Center 3rd and half of the 2nd floor hallway and patient rooms	\$225,000	\$225,000	
Health-Human Serv.	Elevator Replacement	\$255,000	\$255,000	
Parking	Elm Street Garage - Capital Maintenance	\$175,000	\$175,000	
Parking	Spring Street Garage - Capital Maintenance	\$335,000	\$335,000	
Parks-Rec-Facilities	City Hall/Merrill Boiler replacement	\$800,000	\$800,000	
Parks-Rec-Facilities	Replace field house HVAC units	\$360,000	\$360,000	
Parks-Rec-Facilities	Paint Dome Ceiling and Replace Sprinkler Heads	\$430,000	\$430,000	
Parks-Rec-Facilities	Hadlock Field Elevator Modernization	\$125,000	\$125,000	
Parks-Rec-Facilities	Café Ventilation system	\$90,000	\$90,000	
Parks-Rec-Facilities	Replacement Electronic Signs for Ice Arena and Expo	\$85,000	\$85,000	
Parks-Rec-Facilities	Golf Course Improvements	\$150,000	\$150,000	
Parks-Rec-Facilities	Merrill Loading Dock Engineering (dock access and bus parking)	\$50,000		\$50,000 (6)
Parks-Rec-Facilities	Merrill Auditorium Seating Replacement	\$100,000		\$100,000 (6)
Parks-Rec-Facilities	Cart Barn Engineering & Design	\$50,000		\$50,000 (3)
Parks-Rec-Facilities	Pile Jackets - OG	\$225,000		\$225,000 (2)
Parks-Rec-Facilities	On going pile/pier work at OG and P.O.T	\$250,000		\$250,000 (2)
Parks-Rec-Facilities	Pier Deck Replacement (engineering)	\$50,000		\$50,000 (2)
Parks-Rec-Facilities	Dougherty Field Reconstruction	\$925,000	\$925,000	
Parks-Rec-Facilities	Deering Oaks Pond Wall Reconstruction - Phase I	\$1,640,000	\$1,640,000	
Parks-Rec-Facilities	Stroudwater Pedestrian Bridge Installation	\$160,000		\$160,000 (1)
Parks-Rec-Facilities	Will's Playground Design (Eastern Prom)	\$200,000		\$200,000 (3)
Parks-Rec-Facilities	Stone Street Playground Upgrade & Splashpad Erosion Issues	\$450,000		\$450,000 (2)
Parks-Rec-Facilities	City Facilities Master Plan - Including Fire Stations	\$325,000		\$325,000 (3)
Planning-Urban Dev.	West Commercial Street Pathway - Phase III	\$50,000	\$50,000	
Planning-Urban Dev.	Comprehensive Transportation Plan	\$375,000	\$375,000	
Portland Public Library	Roof Replacement, Continued HVAC, Lighting	\$955,000	\$955,000	
Public Works	Forest Avenue: (Woodford/Revere to Bedford)	\$100,000	\$100,000	
Public Works	Asset Management Plan	\$200,000		\$200,000 (4)
Public Works	East Deering Erosion Rehabilitation	\$350,000		\$350,000 (4)
Public Works	Cliff Island Seawall Erosion Rehabilitation	\$1,000,000		\$1,000,000 (4)
Public Works	Great Diamond Island Erosion Rehabilitation	\$1,500,000		\$1,500,000 (4)
Public Works	Peaks Island Erosion Rehabilitation	\$2,500,000		\$2,500,000 (4)
Public Works	Cliff Island Barge Landing Erosion Rehabilitation	\$450,000	\$450,000	
Public Works	Islands Improvement Program	\$250,000	\$250,000	
<u>SCHOOL DEPARTMENT FACILITIES</u>				
Portland Public Schools	HVAC unit 1	\$250,000	\$250,000	
Portland Public Schools	Small roof replacement	\$100,000	\$100,000	
Portland Public Schools	Provide secure entrance and ADA accessible front entrance	\$350,000	\$350,000	
Portland Public Schools	Phase 2 Masonry repairs	\$500,000	\$500,000	
Portland Public Schools	Window replacement	\$300,000	\$300,000	
Portland Public Schools	Roof Replacement	\$200,000	\$200,000	
Portland Public Schools	Pavement/Asphalt replacement and repairs	\$350,000	\$350,000	
Portland Public Schools	Exterior lighting	\$50,000	\$50,000	
Portland Public Schools	Roof replacement	\$300,000	\$300,000	
Portland Public Schools	Roof replacement	\$600,000	\$600,000	

PUBLIC WORKS / TRANSPORTATION

Planning-Urban Dev.	Parkside to PTC Pathways Project - Union Branch	\$50,000	\$50,000	
Public Works	PACTS UPI Match	\$650,000	\$650,000	
Public Works	ADA Compliance Program	\$500,000	\$500,000	
Public Works	Sidewalk Rehabilitation Program	\$1,750,000	\$1,750,000	
Public Works	Transportation Outcomes in Association with Water Resources Projects	\$300,000	\$300,000	
Public Works	Arterial Crossing Program	\$300,000		\$300,000 (1)
Public Works	Bike Facility Safety Improvements (BBI Program)	\$100,000		\$100,000 (3)
Public Works	Traffic Calming/Street Safety Initiatives	\$150,000		\$150,000 (3)
Public Works	Libbytown Neighborhood Renewal Project	\$800,000	\$800,000	
Public Works	Bramhall Square Reconstruction	\$75,000	\$75,000	
Public Works	Gorham's Corner Mini Roundabout	\$250,000	\$250,000	
Public Works	Franklin Street Design Update	\$250,000		\$250,000 (1)
Public Works	Dana & Wharf Street Reconstruction	\$75,000		\$75,000 (2)
Public Works	DOT Paving Matches	\$800,000	\$800,000	
Public Works	PACTS Collector Paving	\$650,000	\$650,000	
Public Works	Pavement Preservation Program	\$2,000,000	\$2,000,000	
Public Works	City Retaining Wall Repairs	\$100,000	\$100,000	
Information Tech.	Traffic Network Switches	\$125,000	\$125,000	
Public Works	High-Speed Communications for Signal Corridors and Improved Coordination	\$150,000		\$150,000 (1)
Public Works	Traffic Signals Upgrade Program	\$600,000		\$600,000 (1)
Public Works	PACTS RTMS - Regional Signals, Communications, and Match Money	\$25,000		\$25,000 (1)
Public Works	Traffic Signal Upgrades with Paving Programs	\$175,000		\$175,000 (3)
Public Works	Marginal Way Signal Upgrades	\$75,000		\$75,000 (2)

FLEET VEHICLES

Parks-Rec-Facilities	0.75T Pick Up, Reg Cab, 4X4, Long Bed (USED)	\$40,000	\$40,000	
Public Works	Small PU - Ford Ranger or Like w/ Plow	\$50,000	\$50,000	
Public Works	Small PU - Ford Ranger or Like w/ Plow	\$50,000	\$50,000	
Fire Department	Complete Ambulance / NEW - AMB	\$500,000	\$500,000	
Fire Department	Fire Ladder Truck Year 1 of 4 Funding	\$500,000	\$500,000	
Health-Human Services	Laundry Truck-Barron Center	\$65,000	\$65,000	
Parks-Rec-Facilities	0.5T Pickup Crew Cab 4X4	\$50,000	\$50,000	
Parks-Rec-Facilities	0.75T Utility / Cargo Van	\$50,000	\$50,000	
Parks-Rec-Facilities	1.0T Dump Truck w/ Plow Set Up	\$110,000		\$110,000 (4)
Police Department	03 EA K9 Cars	\$125,000	\$125,000	
Police Department	05 EA Patrol Cars	\$290,000		\$290,000 (4)
Public Works	1.5-2T (F450-550) Dump Body -drop down sides, straight plow, stainless sander	\$160,000	\$160,000	
Public Works	Cargo PARTS Van 0.75T	\$50,000	\$50,000	
Public Works	1.5-2T (F450-550) Stainless Dump Body -drop down sides, straight plow, hydraulic sander syster	\$140,000	\$140,000	
Public Works	0.75T Extended Cab Pick-Up w/ Liftgate	\$70,000	\$70,000	
Public Works	Packer, Refuse Full Size	\$365,000		\$365,000 (4)
Public Works	1.0T Dump Truck w/ Plow and Sander	\$130,000		\$130,000 (4)
Sub-Total - GF CIP		\$33,555,000	\$22,855,000	\$10,700,000
	Public Art	50,000	50,000	
	Land Bank	50,000	50,000	
Sub-Total - General Fund Projects		\$33,655,000	\$22,955,000	\$10,700,000

SEWER & STORMWATER **ENTERPRISE FUND PROJECTS (6)**

Public Works	CMOM - Inflow and Infiltration Phase 3 Mitigation	\$1,100,000	\$1,100,000	
Public Works	Sewer Collection System Repairs, Rehabilitation and Improvements	\$500,000	\$500,000	
Public Works	CSO- #26 Sewershed	\$250,000	\$250,000	
Public Works	CSO- Close CSO #42	\$500,000	\$500,000	
Public Works	CSO- Downtown District Sewer Separation	\$600,000	\$600,000	
Public Works	Pavement Preservation Program - Utility costs	\$400,000	\$400,000	
Public Works	Pump Station Generator	\$150,000	\$150,000	
Public Works	Pickup Truck Replacements	\$140,000	\$140,000	
Public Works	Stormwater Collection System Repairs, Rehabilitation and Improvements	\$500,000	\$500,000	
Public Works	Green Infrastructure	\$400,000	\$400,000	
Public Works	Palmer Ave Detention Basin Upgrade (Dole Brook Stormwater Improvement)	\$375,000	\$375,000	
Public Works	Rand Road Culvert	\$1,800,000	\$1,800,000	
Public Works	Skid Steerer	\$150,000	\$150,000	
Public Works	Street Sweeper Replacement	\$500,000	\$500,000	
Public Works	Pickup Truck - Compliance Section Field Work	\$50,000	\$50,000	
Sub-Total - Enterprise Fund Projects		\$7,415,000	\$7,415,000	
TOTAL		\$41,070,000	\$30,370,000	\$10,700,000

<u>TOTAL APPROPRIATION AND FUNDING SOURCES</u>	
(1) Impact Fees	\$1,485,000
(2) TIF Funding	\$1,125,000
(3) Prior CIP Reallocation	\$1,000,000
(4) Unassigned Fund Balance	\$6,610,000
(5) Asset Forfeiture	\$330,000
(6) Merrill Improvement Funds	\$150,000
(7) New borrowing (Enterprise Fund Debt Projects)	\$7,415,000
ALL OTHER New Borrowing (General Fund Projects)	\$22,855,000
TOTAL	\$41,070,000

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: February 27, 2025

SUBJECT: Resolve 7-24/25 Calling for the Establishment of a Task Force on Social Housing - Sponsored by the Housing and Economic Development Committee, Pious Ali, Chair

SPONSOR: Councilor Pious Ali, Chair/Housing and Economic Development Committee; meeting held on February 25, 2025, and the vote was 3-0 to forward this item to the City Council with a recommendation for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 3/17/2025

Final Action 3/17/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Greg Watson/2 Minutes

I. SUMMARY

Adoption of the Resolution would express the City's support for the creation of a Task Force on Social Housing to explore the possibility of developing a social housing program, the primary objective of which will be to study and propose a framework for government-led social housing, prioritizing permanent affordability, environmental sustainability, and inclusivity.

II. AGENDA DESCRIPTION

Adoption of the Resolution would express the City's support for the creation of a Task Force on Social Housing to explore the possibility of developing a social housing program, the primary objective of which will be to study and propose a framework for government-led social housing, prioritizing permanent affordability, environmental sustainability, and inclusivity.

The proposed membership will consist of no fewer than 9 members and no more than 13 members, all of whom will be appointed by the Mayor, with input from the City Council, in accordance with Article II, Section 5(1) of the Charter. The Task Force would be supported by City staff and an independent facilitator and legal, financial, and other professional consultants paid for by the City of Portland and/or anticipated grant funding for the Task Force.

The Housing and Economic Development reviewed this items at its February 25, 2025, meeting and voted 3-0 to forward this to the City Council with a recommendation for approval.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

This proposal is spear-headed by Councilor Kate Sykes, a member of the City Council's Housing and Economic Development Committee (HEDC). The HEDC was first introduced to this proposal at its November 22, 2024, and then again at its February 25, 2025, meeting, at which time it voted 3-0 to forward this to the City Council for approval.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This item aligns with the City Council's goal to provide more housing options for Portland residents.

V. FINANCIAL IMPACT

This resolution would require professional facilitation and, potentially, consulting services. As such, if the resolution is approved, the inclusion of at least \$60,000 in the FY26 operating budget would need to be considered and approved by the City Council for consultants (including, but not limited to, subject matter, financial, and legal experts). Staff would also seek grant funding to cover the administrative costs of the proposed Task Force. Please note that if grant funding is awarded, funding allocated as part of the FY26 operating budget may need to be revised and/or reallocated.

VI. STAFF ANALYSIS AND BACKGROUND

Staff will provide support for the Task Force, together with an independent facilitator and legal, financial, and other professional consultants paid for by the City of Portland and/or anticipated grant funding for the Task Force.

VII. RECOMMENDATION

The HEDC voted 3-0 to forward this proposed Resolution to the City Council for approval at its February 25, 2025, meeting.

VIII. LIST ATTACHMENTS

1. Resolution - Social Housing

Prepared by:

Greg Watson, Director

Date: 02/27/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**RESOLUTION CALLING FOR THE ESTABLISHMENT OF A TASK FORCE ON
SOCIAL HOUSING**

WHEREAS, the City of Portland is Maine’s largest city, with a population of just over 68,000, and saw a population increase of nearly three percent in the last decade, while surrounding municipalities have experienced increased growth as well; and

WHEREAS, the development of housing has not kept pace with this increase in population and the corresponding demand, resulting in rising housing costs, suburban sprawl, and increasing pressure around housing production; and

WHEREAS, the City of Portland is experiencing a critical housing shortage, with increasing demand and affordability challenges affecting residents across all income levels; and

WHEREAS, as set forth in its goals for 2025, the City Council is committed to finding solutions to the City’s housing crisis, including the development of more middle-income housing; and

WHEREAS, according to a study done by the Furman Center at New York University, a steady decline of federal support for public housing has led to a country-wide developing interest in “social housing,” where public entities take an active role in development and ownership of income-restricted housing; and

WHEREAS, the Furman Center study has also demonstrated that other municipalities across the country have successfully implemented publicly owned and mixed-income social housing models, illustrating the viability of such initiatives; and

WHEREAS, the City Council desires to explore the possibility of developing a social housing program through the creation of a task force, the primary objective of which will be to study and propose a framework for government-led social housing, prioritizing permanent affordability, environmental sustainability, and inclusivity.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Dion and members of the Portland City Council hereby establish the Portland Social Housing Task Force, which will

conduct a comprehensive study and develop a strategic framework for a social housing program that will address relevant issues including but not limited to:

- 1) Identifying Key Impact Areas in Housing Production: Analyze existing resources, opportunities, and barriers to pinpoint areas where municipal intervention could catalyze growth in housing supply and affordability;
- 2) Risk and Return Analysis of Public Investment: Conduct a comprehensive risk assessment to guide sustainable public investment strategies in social housing, balancing affordability goals with financial sustainability. This will include considering the issuance of bonds to fund housing;
- 3) Maximizing and Streamlining Funding Programs: Develop a plan to integrate existing funding sources, such as Low-Income Housing Tax Credits (LIHTC), HUD's RAD program, and local revolving loan funds (JDHTF), to achieve an efficient financing model for social housing development;
- 4) Addressing Critical Needs for Public Development: Define gaps in housing production that private and non-profit developers cannot fill, focusing on workforce and middle-income housing to ensure affordable, mixed-income communities. This could include creating a Portland social housing development corporation, exploring partnerships with the Portland Housing Authority (PHA), and/or partnering with the County, GPCOG, and State on advancing regional public housing solutions;
- 5) Assessing Local Barriers and Public Development Opportunities: Examine Portland-specific factors such as public land availability, construction costs, and rent levels to identify barriers and opportunities. This includes assessing recommended strategies, such as addressing permitting and site plan approval efficiencies, facilitating adaptive reuse processes for existing building renovations, streamlining Historic Preservation processes, and exploring ways to make it easier for developers to meet our inclusionary zoning (IZ) requirements;
- 6) Establishing a Sustainable Funding Stream: Evaluate sustainable financial structures, including revenue bonds, revolving loan funds, and tax-set-asides, to ensure ongoing financing for public development. Consideration should also be given to ways of using publicly-owned or quasi-publicly-owned land for development;
- 7) Evaluating Legal Authority and Capacity: Review Portland's legal capacity, resources, and expertise to operate as a public developer. The task force will also study the potential for repurposing underused office space for housing;
- 8) Ensuring Long-term Sustainability of Public Housing: Develop a lifecycle management and funding plan to ensure the long-term affordability and quality of publicly developed housing;

- 9) Models of Public Development and Ownership: Review various public development and ownership models, such as mixed-income developments with public equity stakes and fully affordable models, analyzing their applicability to Portland's housing needs; and
- 10) Financing Options and Risk Management: Assess potential financing methods, including but not limited to revenue bonds, general obligation bonds, revolving loan funds, and public-private partnerships, alongside risk management strategies to mitigate market fluctuations, construction risks, and operational challenges.
- 11) Land Use and Acquisition: Evaluate city-owned land and propose strategic acquisition of additional land as necessary. Public land, especially in underdeveloped areas, will be prioritized. This effort will include an inventory of parking lots and other underused spaces that could serve as potential development sites
- 12) Planning and Permitting Modifications: To streamline public development, the task force will assess ways to expedite planning and permitting. This includes evaluating a "concierge" service to assist larger projects, fast-track approvals for housing projects, and eliminate redundant reviews and inspections.
- 13) Community Engagement: Engage with community stakeholders to gather input on housing needs and priorities, with a focus on affordability and accessibility. The task force will address public concerns by educating residents on housing processes and the effects of policies like IZ on overall affordability.

BE IT FURTHER RESOLVED, that the Portland Social Housing Task Force will consist of no fewer than 9 members and no more than 13 members, all of whom will be appointed by the Mayor, with input from the City Council, in accordance with Article II, Section 5(1) of the Charter, and will include a range of stakeholders, including:

One member of the City Council

One member of the Board of the Portland Housing Authority (PHA)

One representative from an affordable housing developer

One representative from a market developer

At least three Portland residents with relevant knowledge or skills (e.g. housing advocates, urban planners, financial and legal experts.)

BE IT FURTHER RESOLVED, that the Portland Social Housing Task Force will elect a chair or co-chairs from among its members, who will develop meeting agendas and who will work closely with an independent facilitator and legal, financial and

other professional consultants paid for by the City of Portland, and members of City staff assigned by the City Manager as needed; and

BE IT FURTHER RESOLVED, that the Social Housing Task Force will meet over the course of one year, beginning as soon as practicable after its members have been appointed, during which time it will conduct a phased study and will submit its report and recommendations to the City Council in the form of a communication on or before the date that is one year after its first meeting. The City Council will host, at minimum, one Workshop and one Public Hearing to discuss the report.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: February 27, 2025

SUBJECT: Order 148-24/25 Approving the Third Amendment to the First Amended and Restated Purchase and Sale Agreement with Lambert Woods North LLC - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali Chair. The HEDC met on February 25, 2025, and voted 3-0 (Phillips absent) in favor.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 3/17/2025

**Final
Action 3/17/2025**

Can action be taken at a later date: No The developer has deadlines that must be met to facilitate a construction loan closing by April 1.

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed and approved the proposed amendment.

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

I. SUMMARY

The proposed Third Amendment would remove the city-owned property at 0 Gray Road, Falmouth, from the First Amended and Restated Purchase and Sale Agreement with Lambert Woods North LLC – 622 Auburn Street, Portland.

II. AGENDA DESCRIPTION

On May 10, 2022, the City entered into a Purchase and Sale Agreement with Maine Cooperative Development Partners for an affordable housing development at 622 Auburn Street, and 0 Gray Road, Falmouth.

Originally, Maine Cooperative Development Partners proposed creating limited equity housing cooperative units (“Co-ops”) at the 622 Auburn and 0 Gray Road site. All the homes would have been permanently affordable to households earning at or up to 100% AMI. The scope of the project changed. Maine Cooperative Development Partners (MCDP) assigned its rights under the original Purchase and Sale Agreement to a partnership with Preservation of Affordable Housing (POAH) and formed a new entity called Lambert Woods North LLC, which will be the eventual property owner of the property. The development proposal was amended to create 72 units of Low Income Housing Tax Credit (LIHTC) rental housing affordable at 60% of the area median income.

On December 18, 2023, the City Council approved the First Amended and Restated Purchase and Sale Agreement, which documented several changes, including the change in the name of the buyer as well as the change in the development proposal. Two additional amendments were approved to extend the closing and due diligence timelines and document the affordability requirements based on the change to a LIHTC project.

The Third Amendment, if approved by the City Council, will remove the 0 Gray Road, Falmouth parcel from the transaction. The buyer has indicated that the Falmouth parcel is unsuitable for development, as part of their

development proposal. After exploring options, the buyer believes removing the Falmouth parcel from the transaction is the best option to facilitate the development on the 622 Auburn Street parcel which is on track for a construction loan closing by April 1, 2025.

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.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Council Goal 2: Housing Affordability

“Implement solutions to the housing crisis, including building more working-class housing...”

V. FINANCIAL IMPACT

No fiscal impact.

VI. STAFF ANALYSIS AND BACKGROUND

This amendment would remove the 0 Gray Road, Falmouth parcel from the transaction with Lambert Woods North LLC. The City of Portland will retain ownership of the 0 Gray Road, Falmouth parcel with the intention of listing the property for sale without restrictions at some point in the future, if no other city uses are identified for this parcel. If the property is sold, staff would recommend that any proceeds from the sale of the parcel be allocated to the Jill C. Dusen Housing Trust Fund. The allocation of sale proceeds would require City Council approval in a future Council Order.

VII. RECOMMENDATION

Staff is requesting approval of the proposed Third Amendment to the First Amended and Restated Purchase and Sale Agreement with Lambert Woods North LLC attached hereto.

VIII. LIST ATTACHMENTS

1. Third Amendment to Lambert Woods 2-3-25
2. Amended and Restated PSA LWN
3. Order- Approving the Third Amendment to the First Amended and Restated PSA with LWN

Prepared by:

Mary Davis, Division Director

Date: 02/27/2025

**THIRD AMENDMENT TO
FIRST AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT**

THIS THIRD AMENDMENT TO FIRST AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT is effective as of _____, 2025 by and between the CITY OF PORTLAND, a body politic and corporate with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller" or "City") and LAMBERT WOODS NORTH LLC, a Maine limited liability company with a mailing address of c/o Preservation of Affordable Housing, 2 Oliver Street, Suite 500 Boston, Massachusetts 02109 (hereinafter referred to as "Buyer").

WHEREAS, the City and the Buyer are parties to a First Amended And Restated Purchase And Sale Agreement dated February 14, 2024, as amended by a First Amendment dated June 10, 2024 and a Second Amendment dated December 5, 2024 (such agreement as amended being hereinafter referred to as the "Agreement"), with respect to certain property in Portland and Falmouth, Maine owned by the City, as more fully described in the Agreement (the "Premises"); and

WHEREAS, City and Buyer wish to further amend the Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The Agreement is hereby amended to reflect that the Falmouth Premises is eliminated from the Agreement, it being agreed that the Seller shall retain title to the Falmouth Premises, and at the Closing, the Buyer shall only acquire the Portland Premises. For the avoidance of doubt, all references to "Premises" in the Agreement shall mean only the Portland Premises.
3. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first set forth above.

LAMBERT WOODS NORTH LLC

By: Lambert Woods North MM LLC,
a Maine Limited Liability Company,
Its Sole Member and Manager

By: Preservation of Affordable Housing,
Inc., an Illinois not-for-profit corporation,
Its Sole Member and Manager

Witness

By: Aaron Gornstein
Its: President and CEO

CITY OF PORTLAND

Danielle P. West
Its: City Manager

Approved as to Form:

Corporation Counsel's Office

FIRST AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT IS made this 14th day of February, 2024 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and LAMBERT WOODS NORTH LLC, a Maine limited liability company, care of Preservation of Affordable Housing, a Massachusetts nonprofit corporation with a mailing address of 2 Oliver Street, Suite 500 Boston, Massachusetts 02109 (hereinafter referred to as "Buyer"), as assignee of MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company, having a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 ("MCDP").

RECITALS

WHEREAS, MCDP and the City entered into a Purchase and Sale Agreement dated May 10, 2022 (the "Original Agreement"); and

WHEREAS, the Original Agreement relates to certain property owned by the City, specifically, approximately 4.85 acres of land at or near 622 Auburn Street, Portland, Maine (the "Portland Premises") and 13.3 acres of land at or near 0 Gray Road, Falmouth, Maine (the "Falmouth Premises") (the Portland Premises and the Falmouth Premises are referred to herein collectively as the "Premises"); and

WHEREAS, the City did advertise RFP #21042 dated February 24, 2021, entitled Request for Proposals for Disposition and Development of City-Owned Property Located at 622 Auburn Street, Portland and 0 Gray Road, Falmouth, a copy of which is attached hereto as Exhibit A and made a part of this Agreement (the "Request for Proposals") (the Portland Premises is identified in the City of Portland's tax records as CBL 385 D008001, including 386-B-12 and 386-B-15, and the Falmouth Premises is identified in the Town of Falmouth's tax records as Lot U48-027 and is generally depicted on Attachments B, C, D and E to the Request for Proposals); and

WHEREAS, MCDP submitted a proposal dated May 2, 2021 in response to the Request for Proposals, as revised by a Third Revised Project Narrative dated May 2, 2023, copies of which are attached hereto collectively as Exhibit B and incorporated herein (the "Proposal"); and

WHEREAS, MDCP has assigned its rights under the Original Agreement to Buyer pursuant to an Assignment and Assumption Agreement of near or even date herewith; and

WHEREAS, Buyer desires to purchase and develop the Premises, and the City desires to convey the Premises to Buyer; and.

WHEREAS, Buyer and the City wish to amend the Original Agreement and to replace the Original Agreement with this Amended and Restated Agreement (this Amended and Restated Purchase and Sale Agreement is referred to hereinafter as the "Agreement");

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

1. **AMENDMENT AND RESTATEMENT.** This Amended and Restated Purchase and Sale Agreement amends and restates the Original Agreement in its entirety.
2. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
3. **CONSIDERATION.** The purchase price for the Premises shall be One Dollar (\$1.00) (the "Purchase Price").
4. **TITLE AND DUE DILIGENCE.**
 - a. **Due Diligence Period.** Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on June 10, 2024 (the "Due Diligence Period") to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project.
 - b. **Property Description.** The legal description of the Premises contained in the deed to the Premises will be a survey description based upon a survey plan that will more specifically describe the Premises. The survey and description of the Premises will be prepared by the Buyer at its sole expense and provided to the City for review two months prior to the expiration of the Due Diligence Period. City shall notify Buyer of any objections to the survey and description prior to the expiration of the Due Diligence Period.
 - c. **Financing Contingency.** The Buyer's obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following an affordable housing tax increment financing from the City.
 - d. **Title and Survey Objections.** Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.

- e. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and the Development Restrictions described in this Agreement and its attachments, (ii) easements for utilities servicing or located on the property, (iii) zoning ordinances, and (iv) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Portland Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.
- g. Development Restrictions on the Portland Premises. The Portland Premises shall be conveyed subject to an easement in form and substance reasonably satisfactory to the City preventing the development within the wetland areas located on the Portland Premises for purposes other than passive recreation; provided however, that the City shall release its easement rights to permit minor wetland alterations affecting less than 10,000 square feet of the wetland areas if the Buyer determines such alterations to be reasonably necessary for the development of the Portland Premises as required by this Agreement.
- h. Development Restrictions on the Falmouth Premises. The Falmouth Premises shall be conveyed subject to an easement in form and substance reasonably satisfactory to the City preventing the development of the Falmouth Premises for any purposes other than passive recreation thereon. The easement shall be held by the City or another entity reasonably acceptable to the City and Buyer; provided, however, that the City shall release such easement rights to the extent necessary to permit the development of affordable housing on the Falmouth

Premises, subject to the rent and income restrictions set forth in sections 11(b) and (c) below.

- i. **Buyer's Right to Assign.** The Buyer may assign its rights under this Agreement to an affiliated limited partnership or other affiliated entity for purposes of securing financing and/or tax credits for the project with the City's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, provided any such assignee agrees to be bound to the terms of this Agreement.
- j. **Buyer's Right to Terminate.** The Buyer may terminate this Agreement at any time during the due diligence period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case neither party shall have any further obligations to the other.
- k. **Zoning.** The parties agree that the Falmouth Premises shall not be included in any lot coverage or other calculations with respect to the development of the Portland Premises.

5. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred

Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
 - f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
6. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
7. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City may terminate this Agreement, and neither party shall have any further obligation to the other. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement, in which case neither party shall have any further obligation to the other.
8. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, and neither party shall have any further

obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

9. **PROPERTY SOLD “AS IS, WHERE IS.”** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
10. **ENVIRONMENTAL INDEMNIFICATION**. Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys’, consultants’, and experts’ fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City’s release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer’s successors, assigns, and transferees.
11. **CLOSING**. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before August 10, 2024 (the “Closing Date”). At the Closing:
 - a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
 - b. Buyer shall deliver the Purchase Price to the City.
 - c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.

- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

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

- a. Within twelve (12) months after the Closing Date, Buyer shall commence construction of the Project on the Portland Premises as generally described in the Proposal, as amended by the Third Revised Project Narrative. The Project shall include approximately seventy-two (72) dwelling units, including approximately 34 one-bedroom units, 10 two-bedroom units, and 28 three-bedroom units. Contrary to the terms of the Proposal, the parties acknowledge and agree that the Project will not be a cooperative affordable housing corporation and instead shall utilize Low Income Housing Tax Credits to be awarded by the Maine State Housing Authority ("Maine Housing").
- b. Rent Restrictions. For a period of 99 years after the Project has been completed, all units in the Project shall be affordable to households earning less than or equal to 60% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if the Project is financed with the LIHTC program. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof. However, if the Rental Housing Project is financed under the Federal Low Income Housing Tax Credit (LIHTC) Program, maximum allowable rent shall be the maximum allowable rent under the Federal LIHTC Program during the applicable time period for that Program. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the Rental Housing Project for the remainder of the 99-year period.
- c. Option to Repurchase. If Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within 12 months after the closing, and construct the buildings which are part of the first phase of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all documented, design, development, construction, and approval expenses incurred by Buyer, or successors, to that juncture. If the City exercises this right

to repurchase, Buyer shall convey the Premises to the City and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. This right to repurchase shall be assignable by the City.

- d. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a Declaration of Covenants, Conditions and Restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

13. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

14. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

15. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

16. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

17. TIME. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

18. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

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

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

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

FOR Buyer: Preservation of Affordable Housing
2 Oliver Street
Suite 500
Boston, Massachusetts 02109

With a copy to: Edward J. Kelleher, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101

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

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

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

Signature page follows.

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

CITY OF PORTLAND

Danielle P. West

Witness

By: Danielle West
Its: City Manager

LAMBERT WOODS NORTH LLC

By: Lambert Woods North MM LLC, a
Maine Limited Liability Company
Its Sole Member and Manager

By: Preservation of Affordable Housing,
Inc., an Illinois not-for-profit corporation,
Its Sole Member and Manager

Aaron Gornstein

Witness

By: Aaron Gornstein
Its: President and CEO

Approved as to Form:

Michael Goldman

Corporation Counsel's Office

Approved as to Funds:

Brendan T. O'Connell

City Finance Director

**FIRST AMENDMENT
TO
FIRST AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO FIRST AMENDED PURCHASE AND SALE AGREEMENT is effective as of June 10, 2024 by and between the CITY OF PORTLAND, a body politic and corporate with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller" or "City") and LAMBERT WOODS NORTH LLC, a Maine limited liability company, with a mailing address of c/o Preservation of Affordable Housing, 2 Oliver Street, Suite 500 Boston, Massachusetts 02109 (hereinafter referred to as "Buyer").

WHEREAS, City and Buyer are parties to a First Amended And Restated Purchase And Sale Agreement dated February 14, 2024 (the "Agreement") with respect to certain property owned by the City as more fully described in the Agreement (the "Premises"); and

WHEREAS, City and Buyer wish to amend the Agreement to extend the Due Diligence Period and the Closing Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The end of the Due Diligence Period, which, pursuant to Section 4 (a) of the Agreement, is June 10, 2024, is hereby extended to October 10, 2024.
3. The last sentence in Section 4(h) of the Agreement is hereby deleted and replaced with the following:

The easement shall be held by the City or another entity reasonably acceptable to the City and Buyer; provided, however, that the City shall release such easement rights to the extent necessary to permit the development of affordable housing on the Falmouth Premises, subject to the rent and income restrictions set forth in Section 12(b) below.

4. The opening paragraph in section 11 of the Agreement is hereby deleted and replaced with the following:

CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held on or before December 10, 2024 at the offices of Buyer's

counsel at a date and time specified by two weeks' written notice from Buyer to the City (the "Closing Date"). At the Closing:

5. Section 12(b) of the Agreement is hereby deleted and replaced with the following:

Rent And Income Restrictions. For a period of 99 years after the Project has been completed, all units in the Project shall be affordable to, and will only be rented to, households earning less than or equal to 60% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if the Project is financed with the LIHTC program. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof. However, if the Rental Housing Project is financed under the Federal Low Income Housing Tax Credit (LIHTC) Program, maximum allowable rent shall be the maximum allowable rent under the Federal LIHTC Program during the applicable time period for that Program. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the Rental Housing Project for the remainder of the 99-year period.

6. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first set forth above.

LAMBERT WOODS NORTH LLC

By: Lambert Woods North MM LLC,
A Maine Limited Liability Company,
Its Sole Member and Manager

By: Preservation of Affordable Housing,
Inc., an Illinois not-for-profit corporation,
Its Sole Member and Manager

Linda Smith

Witness

Aaron Gornstein

By: Aaron Gornstein
Its: President and CEO

CITY OF PORTLAND

DocuSigned by:

Danielle West

A4546612E752416...

Danielle P. West
Its: City Manager

Approved as to Form:

DocuSigned by:

Michael Goldman

5BDA6A4DE55B4E1...

Corporation Counsel's Office

**SECOND AMENDMENT TO
FIRST AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT is effective as of December 5th, 2024 by and between the CITY OF PORTLAND, a body politic and corporate with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller" or "City") and LAMBERT WOODS NORTH LLC, a Maine limited liability company with a mailing address of c/o Preservation of Affordable Housing, 2 Oliver Street, Suite 500 Boston, Massachusetts 02109 (hereinafter referred to as "Buyer").

WHEREAS, the City and the Buyer are parties to a First Amended And Restated Purchase And Sale Agreement dated February 14, 2024, as amended by a First Amendment dated June 10, 2024 (as amended, the "Agreement") with respect to certain property in Portland and Falmouth, Maine owned by the City, as more fully described in the Agreement (the "Premises"); and

WHEREAS, City and Buyer wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The end of the Due Diligence Period as defined in Section 4 (a) of the Agreement, is hereby extended to **March 15, 2025**.
3. The opening paragraph in section 11 of the Agreement is hereby deleted and replaced with the following:

CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held on or before **April 1, 2025** at the offices of Buyer's counsel at a date and time specified by two weeks' written notice from Buyer to the City (the "Closing Date"). At the Closing:

4. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first set forth above.

LAMBERT WOODS NORTH LLC

By: Lambert Woods North MM LLC,
a Maine Limited Liability Company,
Its Sole Member and Manager

By: Preservation of Affordable Housing,
Inc., an Illinois not-for-profit corporation,
Its Sole Member and Manager

DocuSigned by:

Aaron Gornstein

7FBF5642BA25430...

Witness

By: Aaron Gornstein
Its: President and CEO

CITY OF PORTLAND

DocuSigned by:

Danielle West

A4546612E752416...

Danielle P. West
Its: City Manager

Approved as to Form:

Signed by:

Michael Goldman

5BDA6A4DE55B4E1...

Corporation Counsel's Office

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE THIRD AMENDMENT TO THE FIRST AMENDED AND
RESTATED PURCHASE AND SALE AGREEMENT WITH LAMBERT WOODS
NORTH LLC**

ORDERED, that the Third Amendment to the First Amended and Restated Purchase and Sale Agreement with Lambert Woods North LLC for 622 Auburn Street and 0 Gray Road, Falmouth is hereby approved 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 Amendment and any other related documents necessary or convenient to carry out the intent of said Amendment.

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: February 26, 2025

SUBJECT: Order 149-24/25 Order Approving the First Amendment to the Service Provider Subcontract Between DC Management LLC, DC Blueberry LLC, Maine Immigrants' Rights Coalition, and the City of Portland - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order approves the First Amendment to the Service Provider Subcontract for the emergency homeless shelter located at 166 Riverside Industrial Parkway. The amendment removes the Maine Immigrants' Rights Coalition (MIRC) as a party to the subcontract due to its inability to secure sufficient funding to continue providing services. Under this amendment, the City of Portland will continue to operate the shelter for the remainder of the three-year term.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. First Amendment to Service Provider Subcontract 166 Riverside clean for council 031225
2. DC Management LLC, DC Blueberry LLC, Maine Immigrants' Rights Coalition Service Agmt 166 Riverside_06.27.2023
3. Order- Amendment to 166

Prepared by:

Date: 02/26/2025

FIRST AMENDMENT TO SERVICE PROVIDER SUBCONTRACT

THIS FIRST AMENDMENT TO SERVICE PROVIDER SUBCONTRACT is made effective as of March ___, 2025 to the SERVICE PROVIDER SUBCONTRACT dated June 27, 2023 by and between DC MANAGEMENT LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“DCM”), DC BLUEBERRY LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“Owner”) the CITY OF PORTLAND, a Maine body corporate and politic with a place of business and mailing address of 389 Congress Street, Portland, Maine 04101 (“City) and MAINE IMMIGRANTS’ RIGHTS COALITION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 1 Marginal Way, Second Floor, Portland, Maine 04101 (MIRC; collectively with the City, the “Service Providers”)

.

W I T N E S S E T H:

WHEREAS, DCM, Owner, the City, and MIRC are parties to a Service Provider Subcontract dated June 27, 2023 in connection with the operation of an emergency homeless shelter located at 166 Riverside Industrial Parkway (the “Agreement”); and

WHEREAS, under the Agreement, MIRC is obligated to perform certain services, which MIRC is unable to continue to perform due to its inability to secure sufficient funding for those services; and

WHEREAS, the Agreement provides that neither the Owner nor DCM shall have any responsibility to compensate either the City or MIRC for the services they provide under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to remove MIRC as a party to the Agreement and allow the City to assume responsibility for certain of MIRC’s obligations after the effective date of this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The definition of the term “Service Providers,” which is defined in the Agreement as including the City and MIRC, is hereby amended to include only the City.

3. Section 12 of the Agreement, including all of its subsections, is hereby deleted in its entirety and replace with the following:

“12. For the term of this Agreement, City shall be responsible for performing, or causing its subcontractors to perform, all obligations of the Service Providers under this subcontract. At all times during the term, only the City will be entitled to seek general assistance reimbursement for bed nights at the Project.”

4. As of the date set forth above, MIRC will no longer be a party to this Agreement, and all of MIRC’s rights and/or obligations under the Agreement are hereby terminated and released. Notwithstanding the foregoing, MIRC’s indemnification obligations set forth in section 10 of the Agreement (subject to the limitation in the last sentence of section 9 of the Agreement) shall survive with respect to any claims arising prior to the date of this Amendment.

5. SURVIVING TERMS. The Agreement, as amended hereby, shall remain in full force and effect for the duration of the term of the Agreement as amended hereby and is hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect. The recitals set forth at the beginning of this Amendment are an integral part of the Agreement as amended hereby.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

DC MANAGEMENT LLC

By: _____
Kevin R. Bunker, its Manager

DC BLUEBERRY LLC

By: _____
Kevin R. Bunker, its Manager

[remainder of page left blank intentionally—signatures continue on next page]

MAINE IMMIGRANTS' RIGHTS
COALITION

By: _____
Mufalo Chitam
Its Executive Director

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

Approved as to form:

City Corporation Counsel's Office

Approved as to funds:

City Finance Director

SERVICE PROVIDER SUBCONTRACT

This Subcontract is made as of the 27th day of June, 2023, by and among DC MANAGEMENT LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“DCM”), DC BLUEBERRY LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“Owner”) the CITY OF PORTLAND, a Maine body corporate and politic with a place of business and mailing address of 389 Congress Street, Portland, Maine 04101 (“City) and MAINE IMMIGRANTS’ RIGHTS COALITION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 1 Marginal Way, Second Floor, Portland, Maine 04101 (MIRC; collectively with the City, the “Service Providers”)

WITNESSETH:

WHEREAS, DCM has an agreement with Owner under which DCM will provide property management services to Owner with respect to Owner’s project located at 166 Riverside Industrial Parkway in Portland, Maine (the “Property”); and

WHEREAS, the Property will serve as an emergency homeless shelter for persons for whom the City is the municipality of responsibility under 22 M.R.S. § 4307, as may be amended, giving priority to asylum seekers residing at the City’s Homeless Service Center (the “Project”); and

WHEREAS, Maine State Housing Authority (“MaineHousing”) has provided funds (the “Grant”) to Center for Regional Prosperity, a Maine nonprofit corporation (“CRP”) which will provide funding to be disbursed to Owner to pay for rehabilitation and operating and other costs with respect to the Project, and MaineHousing and CRP have entered into a Grant Agreement dated as of June 7, 2023 (the “Grant Agreement”) governing expenditures of the Grant and reporting and other requirements, a true and correct copy of which is attached to this Agreement as Exhibit A and is incorporated herein by reference; and

WHEREAS, DCM wishes to engage Service Providers to provide to DCM and Owner services with respect to the operation of the Project as more particularly set forth in this subcontract;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For a period of six months from the date of this Agreement, the Project shall operate on an emergency basis, without final land use approvals, as provided in the Portland Portland City Code. During that time, DCB shall work to obtain, at its sole expense, all required permanent permits and approvals for operation of the Project and a certificate of occupancy. If DCB does not obtain such permits and approvals, and the Project is not allowed to continue to

operate on an emergency basis, this Agreement shall terminate and parties shall have no further obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

2. The term of this Agreement shall be 3 years commencing on the date of issuance of at least a temporary certificate of occupancy for the Project that allows for occupancy by persons experiencing homelessness.

3. During the term of this Agreement, Service Providers shall be responsible for providing the services described in the Initial Service Plan (attached hereto as Exhibit B and incorporated herein by reference) and for establishing pre-occupancy procedures for the Project; resident income certification; resident selection and placement; marketing for the Project; interior janitorial services and trash removal, and all other services that Service Providers determine are required to operate the Project in accordance with applicable local, state, and federal laws, rules and regulations. Notwithstanding anything to the contrary in the Grant Agreement, DCB, Owner, and MIRC acknowledge and agree that during the term of this Agreement, the City shall have sole control over resident selection at the Project and that all residents at the Project shall be persons for whom the City is the municipality of responsibility under 22 M.R.S. § 4307, as may be amended. In carrying out its duties under this Section, City, as a Service Provider, will place individuals and/or families who are experiencing, or are at risk of experiencing, homelessness, giving priority to those individuals residing at the Homeless Service Center, whose service needs are more aligned with the services to be provided at the Project than the services being provided at the Homeless Service Center. Additionally, upon approval of the Management Plan, as that term is defined below, the Management Plan will replace the Initial Service Plan as Exhibit B to this Agreement, and Service Providers shall be responsible for performing all services described in the Management Plan. To the extent that there is any conflict between the provisions of this Agreement and the Management Plan, the provisions of the Management Plan will control. During the term of this Agreement, so long as there exists no event of default hereunder, continuing beyond the expiration of any applicable grace period, DCB and Owner will not enter into any contracts with third parties to provide shelter operations services at the Project without Service Providers' prior written consent. DCM and Owner further agree not to conduct any operations or business at the Property except as necessary for DCM to fulfill its obligations under this Agreement.

4. Except as otherwise specified in this Agreement, Service Providers will have no responsibility to maintain or repair any aspect of the Property, unless damage is caused by guests' misconduct. DCM shall, at its sole expense, maintain in good condition and keep in good repair all aspects of the Property, including, without limitation, all structural components; all interior and exterior walls, floors, and ceilings; all doors and windows; all fixtures; all HVAC and other equipment; all utility equipment and infrastructure at the Property; and all snow removal, landscaping, parking areas, and hardscaping at the Property. Service Providers will promptly advise DCM of any known maintenance or repairs that may be needed from time to time at the Property, and any issues that may affect guests' ability to successfully navigate occupancy at the Project. DCM and Owner shall be responsible for paying all real and personal property taxes due on the Property.

5. DCM shall, at its sole expense, install all utilities and pay all monthly or other recurring expenses for all utilities reasonably required for operation of the Project, including, without limitation, electricity, water, hot water, sewer, natural gas, and heating oil (such monthly or recurring utility expenses are referred to herein as “Monthly Utility Expenses”). Service Providers shall make commercially reasonable efforts to seek reimbursement from third parties for Monthly Utility Expenses, but are no obligation to obtain such reimbursements. To the extent that Service Providers receive reimbursement for Monthly Utility Expenses, Service Providers will reimburse DCM for its documented Monthly Utility Expenses. Notwithstanding the foregoing, Service Providers shall be responsible for their own telephone and internet systems and service.

6. Service Providers will be compensated for its services by third parties, and neither Owner nor DCM shall have any responsibility to compensate Service Providers for the services they provide under this Agreement.

7. DCM or its designee has applied for and received approval under the Grant Agreement to expend Grant funds to purchase and install such furniture, fixtures, and equipment needed for necessary operation of the Project. DCM agrees that the City shall be allowed to select \$250,000.00 worth of such furniture, fixtures, and equipment that it determines are needed for operation of the Project. DCM is not required to spend more funds than are available under the Grant Agreement, nor is DCM required to replace such furniture, fixtures, and equipment that may become damaged by reason of the misconduct of Project guests, or purchase additional equipment, both of which shall be responsibility of Service Providers unless Grant funds are available for such replacement or purchases.

8. In performing its duties under this subcontract, Service Providers will comply at all times with applicable terms of the Grant Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and orders (including but not limited to the Americans With Disabilities Act (“ADA”) and Fair Housing regulations); provided, however, that it is the responsibility of the Owner to assure that any renovations to the Project comply with applicable provisions of the ADA. Service Providers understand and agree that, without limiting the generality of the foregoing, compliance with the recordkeeping and reporting requirements set forth in Sections 6 and 7 of the Grant Agreement is critical. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to require the Service Providers to perform any of DCM’s or Owner’s obligations to CRP under the Grant Agreement.

9. Either party may terminate this subcontract upon thirty (30) days prior written notice if the other party commits a material breach or fails substantially to perform its obligations pursuant to this subcontract and does not cure such breach or failure to the reasonable satisfaction of the nonbreaching party within such thirty (30) day period. If the breach cannot reasonably be cured within such 30-day period, the breaching party shall commence and begin diligently to pursue a cure of the breach within that period and cure the breach within a commercially reasonable period thereafter. Written notices given under this paragraph shall describe the nature and extent of the breach or failure and specify the effective date of termination. Notwithstanding anything else in this Agreement, MIRC shall not be liable to the

City, DCM or Owner for any damages resulting from its failure to provide services under this Agreement due to MIRC's inability to secure sufficient funding.

10. Indemnification.

a. Each party (each, an "Indemnifying Party," as applicable) shall indemnify, defend, and hold harmless each other party, their officers, directors, members, managers, partners, agents, and employees (collectively, "Indemnified Parties"), from and against any and all Losses (as that term is defined below) to the extent such Losses arise from or relate to (i) a breach of this Agreement; (ii) any act, omission, or negligence of such Indemnifying Party, its officers, agents, employees, contractors, subcontractors, or anyone else for whom the Indemnifying Party may be liable; (iii) any violation by an Indemnifying Party or their respective servants or employees of laws, rules, regulations or ordinances applicable to the Project and the services rendered at the Project; or (iv) failure of the Indemnifying Party or their respective servants or employees to comply with the terms of the Grant Agreement to the extent that the Indemnifying Party is obligated to comply with such terms. The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, actual losses of every kind and nature, reasonable sums paid in settlement of claims (which settlement is approved by Service Providers), suits, administrative proceedings, costs and fees, including, reasonable attorneys' and consultants' fees and expenses, that are in any way related to any matter covered by the foregoing indemnity.

b. City's obligations under Section 10 a. above are subject to and limited by, and shall not be construed as a waiver of, the City's right to assert any and all defenses in response to claims made against the City, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law.

c. The indemnification provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. DCM and Owner shall at all times carry occurrence based commercial general liability insurance in amounts of not less than [One Million Dollars (\$1,000,000.00)] per occurrence. DCM and Owner shall also maintain property insurance sufficient to cover the Property and improvements made to it pursuant to this Agreement. In the event of a loss at the Property that interrupts Service Providers' ability to provide the services contemplated by this Agreement, DCM and Owner shall commit the available insurance proceeds to restore the Property to serviceable condition and cover any interim or replacement facility needs, including rent and other infrastructure expenses, provided MaineHousing allows the use of such proceeds, and if MaineHousing does not allow the use of such proceeds and terminates the Grant Agreement, then any party may terminate this Agreement.

Prior to the execution of this Agreement, MIRC 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, and 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, DCM, Owner, and

their officers or employees. With respect to the Commercial General Liability MIRC shall name DCM and Owner as an additional insured, and MIRC shall name the City as additional 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, MIRC shall furnish the City, DCM, and Owner and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice of termination of insurance from the insurance provider or agent.

City shall maintain insurance or self-insurance of not less than the statutory cap pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq., including for the acts and omissions of its employees occurring within the course and scope of employment, and pursuant to the Maine Worker's Compensation Act of 1992, 39 M.R.S.A. §101 et seq. Under the provisions of the Maine Tort Claims Act and subject to the limitations of liability described therein, liability is imposed on a municipality for property damage, bodily injury and death. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to 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. City further agrees to maintain the above stated insurance on an occurrence basis during the term of this Agreement and add DCM and Owner, as a member or additional insured thereon. City shall also require its contractors providing services within the Project to maintain insurance in commercially reasonable amounts. City shall provide a Certificate of Insurance evidencing such coverage upon request. In the case of any self-insurance, the City shall issue a letter to that effect upon request. City may insure or self-insure for its contents in the Project.

Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are subject to and limited by the defenses, immunities, and 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.

12. For at least the first [18] months of the term of this Agreement (the "City Provider Period"), City shall be primarily responsible for performing all obligations of the Service Providers under this subcontract. At any time after the eighteenth month of the term hereof, or at such earlier date agreed to by the parties, the City may request DCM's consent to allow MIRC to assume full responsibility of the Service Providers under this subcontract, which consent DCM will not unreasonably withhold. Upon DCM's granting of such consent, the City's obligations under this Agreement will terminate, and, upon City's request, DCM, Owner, and MIRC shall release the City in writing as to any future obligations under this agreement. Notwithstanding the foregoing, MIRC acknowledges and agrees as follows:

- (a) At all times during the term of this Agreement, MIRC shall purchase food for and provide sufficient staff to prepare and serve three meals per day for all

residents at the Project. MIRC shall also provide sufficient staff to clean up after each meal.

(b) For five days per week during the City Provider Period, MIRC shall provide two employees each day at the Project, one during a day shift, and one during an overnight shift, to shadow City staff at the Project so that MIRC will be able to assume full responsibility as the sole Service Provider for the Project after the City Provider Period.

(c) By the end of the City Provider Period, MIRC will have hired and trained a sufficient number of staff to assume full responsibility as the sole Service Provider at the Project.

(d) At all times during the City Provider Period, the City, and not MIRC, will be entitled to seek general assistance reimbursement for bed nights at the Project.

(e) MIRC, 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 employees of MIRC during the term of this Agreement, and MIRC shall govern and supervise the work of its employees. MIRC shall discharge all obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. MIRC's employees shall not be considered employees of the City for any purpose and shall not be entitled to any retirement benefits, social security benefits, group health or life insurance, vacation or sick leave, worker's compensation, or any other similar benefits from the City. MIRC 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 City by reason of this Agreement, and that MIRC and 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 City, including but not limited to health insurance, unemployment insurance benefits, Workers' Compensation benefits, Social Security coverage or retirement membership or credit.

(f) The City and MIRC shall work together to clarify their roles and responsibilities under this Agreement, including a plan for transition from primary responsibility from the City to MIRC. This may be incorporated into the Management Plan or in a separate memorandum.

13. This subcontract constitutes the entire understanding between the parties hereto and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this subcontract. In the event of a conflict between the terms of this Agreement and the Grant Agreement, the terms of the Grant Agreement shall control, except as otherwise specified in this Agreement. DCM will not agree to amend the Grant Agreement

without the Service Providers' prior written consent, which the Service Providers will not unreasonably withhold.

14. This subcontract may be modified or amended by the mutual assent of the parties hereto; provided however, that no such modification or amendment to this Subcontract shall be binding unless in writing and signed by the parties hereto.

15. This subcontract shall be governed by and construed in accordance with the laws of the State of Maine.

16. The City, in consultation with MIRC, shall have sole responsibility for creating and implementing such management plan (the "Management Plan") as may be required as part of the Project's conditional use application to the City's Planning Board. Upon municipal approval of such conditional use application, the Management Plan will be automatically incorporated into this document and shall replace the Initial Service Plan. Except for the Management Plan, DCM will be solely responsible for preparing, filing, and all costs associated with the conditional use application and all other permits and approvals required for the Project.

17. In the event issues arise during the term of this Agreement that materially affect any party's ability to perform its obligation hereunder, the affected party shall notify the other parties and all parties shall work in good faith to address the issues so raised.

18. Amended and Restated Agreement. The parties to this Agreement previously executed a Service Provider Subcontract dated June 22, 2023 (the "Prior Agreement"). This Agreement amends, restates, and replaces in its entirety the Prior Agreement.

IN WITNESS WHEREOF, DCM, Owner, and Service Providers have duly executed this subcontract as of the date first set forth above.

DC MANAGEMENT LLC

DocuSigned by:
By: Kevin Bunker
E6314E5F04A1B04... Kevin R. Bunker, its Manager

DC BLUEBERRY LLC

DocuSigned by:
By: Kevin Bunker
E6314E5F04A1B04... Kevin R. Bunker, its Manager

[remainder of page left blank intentionally—signatures continue on next page]

MAINE IMMIGRANTS' RIGHTS
COALITION, Service Provider

DocuSigned by:
By: Mufalo Chitam
Mufalo Chitam, its Executive
Director

CITY OF PORTLAND, Service Provider

DocuSigned by:
By: Danielle West
Danielle P. West, its City Manager

Approved as to form:

DocuSigned by:
[Signature]
City Corporation Counsel's Office

Approved as to funds:

DocuSigned by:
Brandon O'Connell
City Finance Director

EXHIBIT A

(Attach copy of signed Grant Agreement)

MAINE STATE HOUSING AUTHORITY LONG-TERM SOLUTIONS GRANT AGREEMENT

The Maine State Housing Authority, a public body corporate and politic and instrumentality of the State of Maine with a principal place of business and mailing address of 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and Center for Regional Prosperity, a Maine non-profit corporation, with a mailing address of 970 Baxter Boulevard, Portland, Maine 04103 and a Federal tax identification number of 83-0879130 (the “Beneficiary”), and DC Blueberry LLC, a Maine limited liability company, with a mailing address of 631 Stevens Ave. Suite 203, Portland Maine 04103 (“Developer;” collectively with MaineHousing and Beneficiary, “the Parties”) enter into this Long-Term Solutions Grant Agreement as of the 7th day of June, 2023 (the “Agreement”).

BACKGROUND

1. The Maine State Legislature, through L.D. 3, appropriated \$21 million dollars from the unappropriated surplus of the State of Maine’s General Fund, Emergency Housing Relief Fund Program, Other Special Revenue Funds account, to provide one-time funding to support emergency housing and emergency shelters to prevent people from experiencing homelessness.
2. MaineHousing is making the Long-Term Solutions Grant available to provide long-term solutions to unsheltered homelessness through permanent supportive housing, shelter beds, or other opportunities that will continually provide warm, safe and dry accommodations for Mainers experiencing homelessness beginning no later than this winter 2023/2024.
3. Beneficiary is a recipient of the Long-Term Solutions Grant funds from MaineHousing as a result of a successful proposal provided by Beneficiary in response to MaineHousing’s Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness, issued January 13, 2023.
4. Beneficiary has changed the location of the proposed project real estate from 90 Blueberry Road to 166 Riverside Industrial Parkway (the “Site”), and Beneficiary’s Budget has been updated to include building acquisition, final construction fitup numbers, soft costs, and three years of operating expenses. This change in location and Beneficiary Budget has been accepted by MaineHousing.
5. Beneficiary will be relying on other parties to fulfill its obligations under this Agreement. In particular, Developer will ultimately own and operate the facility. As part of its contribution, Developer will borrow, and MaineHousing has agreed to loan, additional funds to balance the budget, as detailed in Section 17 below.
6. MaineHousing agrees to provide two allocations of Grant funds to Beneficiary in accordance with this Agreement.

AGREEMENT

1. GRANT PERIOD.

The Grant is for the period June 13, 2023 to June 13, 2026 (the “Grant Period”), unless sooner terminated in accordance with this Agreement.

2. GRANT AMOUNT.

Beneficiary is eligible for a grant up to the total amount of \$4,596,160 (the “Grant”) in accordance with Beneficiary’s Budget attached hereto as Appendix D.

3. USE OF PROCEEDS.

Grant proceeds shall be used in accordance with Beneficiary’s Application Information Sheet for MaineHousing Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness attached hereto as Appendix A and incorporated herein.

4. ALLOCATIONS, BENCHMARKS AND PLACEMENT.

- A. Initial Allocation. MaineHousing will provide Beneficiary with an allocation of Grant funds in the amount of \$3,447,120 not later than the date of closing on the Site. Beneficiary will be required to support expenditures in quarterly reports, more fully described in Section 6, Tracking and Reporting, and submitted in a form approved by MaineHousing.
- B. Second Allocation. MaineHousing will provide Beneficiary a second allocation of Grant funds in the amount of \$1,149,040 upon receipt of: (1) a signed service agreement with the City of Portland and any other Service Providers to provide placement and other services to guests; (2) proof a contractor has been secured; (3) completion of 50% of the rehabilitation work; and (4) a rehabilitation reconciliation of monies spent on the first 50%.
- C. Initial Benchmark. By June 30, 2023 Beneficiary must have hired a contractor and secured from the City of Portland the service agreement referred to in paragraph B. above. Beneficiary shall connect with MaineHousing no later than June 30, 2023 to confirm the Initial Benchmark has been met. If the Initial Benchmark has not been met, MaineHousing reserves the right to provide the Beneficiary with additional time to meet the Initial Benchmark or to terminate this Agreement and request Beneficiary repay any unused Grant funds. MaineHousing acknowledges that the project may operate on an emergency basis without municipal approval and that municipal approval, which is not guaranteed to occur, is not required for a period of six months from initial occupancy.
- D. Second Benchmark. By November 30, 2023 the rehabilitation must be complete and Beneficiary must be serving individuals as described in Appendix A.

- E. Placement. The City of Portland, as Service Provider, will determine placement of individuals and/or families who are experiencing, or are at risk of experiencing, homelessness, giving priority to those individuals residing at the Homeless Service Center, whose service needs are more aligned with the services to be provided at the Site than the services being provided at the Homeless Service Center, as described in Appendix A.

5. OVERPAYMENT RECOVERY

Any amount of the allocation of Grant funds later determined to have been made in excess of the amount necessary to provide the services outlined in Appendix A will at MaineHousing's discretion be refunded to MaineHousing. Beneficiary shall refund to MaineHousing any and all unexpended funds received from MaineHousing pursuant to this Agreement as directed by MaineHousing.

In the event MaineHousing determines, in its sole judgement, an overpayment occurred due to Beneficiary's error in determining expenditures, Beneficiary may be required to refund the overpayment to MaineHousing. MaineHousing will give Beneficiary a notice stating the findings and the amount of overpayment to be refunded.

MaineHousing, Beneficiary, and Developer further agree that any overall savings relative to budget shall be shared on an equal 50/50 basis between MaineHousing, in the form of returned Grant funds, and the Developer, in the form of a smaller Developer Loan. The parties further agree that overall savings shall be calculated at the end of the Grant Period.

6. TRACKING AND REPORTING

Beneficiary shall track or cause to be tracked all costs associated with the Grant funds and submit to MaineHousing a quarterly accounting of costs and use of the Grant funds on the Expense Reporting Form, attached hereto as Appendix B, or in another format prescribed by MaineHousing, by July 15, 2023; October 15, 2023; January 15, 2024; April 15, 2024; July 15, 2024; October 15, 2024; January 15, 2025; and April 15, 2025. Beneficiary shall also submit or cause to be submitted to MaineHousing two (2) rehabilitation reconciliations, one at 50% completion and one at 100% completion. Beneficiary shall also submit or cause to be submitted quarterly Progress Reports on the progress of Beneficiary's proposal outlined in Appendix A. Beneficiary's Progress Reports will be due at the same time as the Expense Reporting Form and should describe the activities conducted by Beneficiary during the quarter, the services provided, the number of individuals/families served, the impact of Beneficiary's activities, Beneficiary's goals for the next quarter and any conflicts of interest that may have arisen. Beneficiary shall submit Progress Reports on the Progress Report Form, attached hereto as Appendix C, or in another format prescribed by MaineHousing.

7. MAINTENANCE, INSPECTION, AUDITING OF RECORDS AND REPORTING.

The Beneficiary shall properly maintain or cause to be maintained all books, documents, payrolls, papers, information, records, accounting records, client files, and other material pertaining to this

Agreement and shall make or cause to be made such materials available in redacted format or through an anonymized report from Beneficiary's case management program, at MaineHousing's request, at its offices for purposes of audit, inspection, duplication, and examination so as to allow MaineHousing to conduct fiscal monitoring on an annual basis. MaineHousing shall have access to confidential information to the extent necessary to conduct such reviews. The Beneficiary shall maintain or cause to be maintained such books and records for five (5) years after the termination of this Agreement. Beneficiary must submit or cause to be made quarterly reports as outlined in Appendix A.

8. CONFIDENTIAL INFORMATION.

Any information acquired by the Beneficiary, its employees, agents, or contractors in the performance of this Agreement shall be kept confidential in accordance with applicable law. Beneficiary shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors and other representatives to safeguard and protect from disclosure at all times, all information about the individuals and families experiencing homelessness ("Clients").

9. TERMINATION.

- A. Termination for Convenience by MaineHousing. MaineHousing may terminate this Agreement at any time for any reason whatsoever by giving written notice to Beneficiary of such termination and specifying the effective date thereof. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary or its agents, or as to costs which Beneficiary or its agents are contractually obligated to pay, to the effective date of such termination provided that such costs have been accepted by MaineHousing or are reflected in the budget submitted to an approved by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.
- B. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its reasonable judgment, that Beneficiary has failed to perform its obligations hereunder or has breached any representation or warranty made by Beneficiary hereunder, which failure or breach is not cured within thirty (30) days of written notice thereof. If the failure or breach is not cured within the foregoing grace period, such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Beneficiary. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary or its agents, or as to costs which Beneficiary or its agents are contractually obligated to pay, to the effective date of such termination provided that such costs have been accepted by MaineHousing or are reflected in the budget submitted to and approved by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.
- C. Termination for Convenience by Beneficiary. Beneficiary shall have the right to terminate this Agreement upon no less than thirty (30) days' advance written notice

to MaineHousing. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary to the effective date of such termination provided that such costs have been accepted by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.

10. INDEMNIFICATION.

Each Party (in such capacity, an "Indemnifying Party") agrees to defend and indemnify the other party, its officers, directors, employees and agents (each, an "Indemnified Party") against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses (including court costs, reasonable settlements and attorneys' fees) ("Claim" or, collectively, "Claims") resulting from or arising out of, directly or indirectly, any breach by the Indemnifying Party of any of its covenants, representations or warranties contained in this Agreement. Notwithstanding the foregoing, an Indemnifying Party shall not be obligated to defend, indemnify and hold harmless an Indemnified Party from and against a Claim to the extent that such Claim results from or arises out of the intentional dishonest, fraudulent, criminal or malicious act of any Indemnified Party.

In addition to Beneficiary's obligation to indemnify MaineHousing, Beneficiary specifically acknowledges and agrees that it has an immediate and independent obligation to defend MaineHousing from any claims, lawsuits and/or demands of any kind which actually or potentially fall within this indemnification provision, even if the claims, lawsuits and/or demands of any kind are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Beneficiary by MaineHousing and continues at all times thereafter.

The foregoing provisions shall survive any final expiration or early termination of this Agreement.

11. DEFAULT REMEDIES.

Default by Beneficiary. In addition to the right to terminate this Agreement as provided in Section 9 hereof, in the event of default by Beneficiary in the performance of one or more of its obligations under this Agreement, MaineHousing will have the right to:

- a. recapture any Grant funds paid to Beneficiary not actually expended;
- b. offset any amounts owed to Beneficiary under this Agreement against any damages or costs incurred by MaineHousing as a result of Beneficiary's failure to perform its obligations under this Agreement, including but not limited to costs of procuring replacement services and costs incurred by MaineHousing attributable to delays in obtaining the services to be provided by Agreement hereunder, including without limitation any fines, penalties or assessments;
- c. recover compensatory damages from Beneficiary for breach by Beneficiary of this Agreement;
- d. bring an action against Beneficiary for specific performance to require Beneficiary to turn over to MaineHousing any records that MaineHousing is entitled to review, inspect, copy, audit or receive hereunder; or

- e. bring an action against Beneficiary to enjoin Beneficiary from destroying or removing any records, materials or documents related to the services hereunder.

In all such instances, MaineHousing shall have the right to recover from Beneficiary its reasonable attorneys' fees and costs. In addition to the rights and remedies available to MaineHousing under this Agreement, MaineHousing shall have all remedies available at law and in equity in the event of Beneficiary's default in the performance of its obligations hereunder. MaineHousing may, at its sole option, exercise one or more of the rights and remedies available under this Agreement, at law and in equity singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

12. ASSIGNMENT.

Beneficiary shall not assign, subcontract, delegate, sell, transfer or otherwise dispose of this Agreement or any portion of its rights or obligations hereunder without the prior written consent of MaineHousing. Any such action taken without such prior written consent shall be null and void and shall not release Beneficiary from its obligations hereunder. Notwithstanding anything to the contrary contained in this paragraph, MaineHousing acknowledges and agrees that (i) Beneficiary will enter into agreements with Developer, (ii) Developer will own the Site upon commencement of occupancy and (iii) Developer or its management agent will enter into an agreement for services with the City of Portland and Maine Immigrants' Rights Coalition or other service provider (the "Service Provider") to provide services to residents of such facility. MaineHousing acknowledges and understands the Service Provider will be tasked with complying with this Agreement.

13. COMPLIANCE AND ENFORCEMENT.

The Grant is subject to the Beneficiary's compliance with this Agreement and with all applicable federal, state and local laws and ordinances as may be amended from time to time.

Beneficiary agrees to comply with any additional or different requirements that MaineHousing believes upon advice of counsel are necessary to ensure compliance with the source of funds and that are communicated in writing to Beneficiary; provided, however Beneficiary shall have no obligation to expend any of its own funds to comply with such requirements.

14. NONDISCRIMINATION.

Beneficiary shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, or familial or marital status. Such prohibition against discrimination shall include, without limitation, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation and selection for training.

15. BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.

- A. **Authority to do Business.** Beneficiary represents and warrants that it is authorized

to do business in the State of Maine, is duly organized, validly existing and in good standing under Maine and Federal laws; has the power and authority to carry on its business as now being conducted; is duly qualified to do such business wherever such qualification is required; and is in compliance with all applicable State and Federal laws governing its business.

- B. Authority to Enter Into Agreement.** Beneficiary represents and warrants that it and its employees and agents acting on its behalf are fully legally authorized to execute and deliver this Agreement and to engage in the transactions contemplated by this Agreement.

16. AGREEMENT ADMINISTRATOR.

The Beneficiary shall direct all submissions to MaineHousing pursuant to this Agreement to: Lauren Bustard, Senior Director of Homeless Initiatives by E-mail: lbustard@mainehousing.org or at the MaineHousing address set forth above.

17. DEVELOPER LOAN.

The Parties agree that MaineHousing shall make a loan of \$592,000 to Developer of near or even date (the "Developer Loan"). The rate and term of the loan will be agreed upon by both MaineHousing and Developer and will be used as a source in accordance with the Beneficiary's Budget. The loan will be full recourse to the Developer but the Beneficiary shall have no obligation whatsoever in connection with the Developer Loan. MaineHousing will receive a first mortgage on the Property in connection with the Developer Loan. The Developer Loan will be drawn down after the Grant has been expended.

18. CONFLICTS OF INTEREST.

- A. Beneficiary has a duty to avoid conflicts of interest and the appearance of conflicts of interest. Beneficiary shall ensure that no person who is an employee, agent, or consultant of Beneficiary, and who performs or has performed any functions with respect to this Agreement may obtain a personal or financial interest or benefit (other than their earnings) from this Agreement, either for themselves or those with whom they have family, business, or close personal ties during their tenure. Each quarter, Beneficiary will submit a report notifying MaineHousing of the employees, including temporary staff and volunteers, of the Beneficiary who are beneficiaries (or prospective beneficiaries) of the Agreement. The report will identify the employee name, job title, and nature of the conflict and benefit.
- B. Beneficiary shall disclose to MaineHousing the name of any former MaineHousing employee or commissioner who was an employee or commissioner within the year and who works performs services under this Agreement.
- C. Beneficiary shall advise MaineHousing if anyone who will be paid for work under this Agreement has business ties, familial relationships, or other close personal relationships with a current MaineHousing employee, commissioner, or anyone who

was a MaineHousing employee or commissioner within the past year.

18. ASSIGNABILITY; FINANCIAL RE-STRUCTURING.

The Parties acknowledge that it may be advantageous to all Parties to structure some or all of the Grant as a deferred loan, or other mechanism, and further that it may be most advantageous to structure the Grant funds as a loan directly between MaineHousing and Developer. Upon Developer's reasonable request for such restructuring, and provided the Parties agree that the Grant shall be structured as described in the preceding sentence, then at Developer's election, Beneficiary agrees to assign its obligations under this Agreement to Developer and MaineHousing agrees to consent to such assignment and look solely to Developer for performance under this Agreement. If the Parties agree the Grant shall be restructured as provided in this paragraph, MaineHousing will enter into an amendment to this Agreement reflecting such restructuring in accordance with Developer's reasonable request, provided the basic intent of this Agreement is maintained. Such amendment may include but not be limited to: agreement in advance to subordinate to senior mortgages; and the addition of provisions to meet the true debt test and such other provisions as may be recommended by to Developer's tax advisors.

19. ENTIRE AGREEMENT; SEVERABILITY

This Agreement constitutes the entire agreement between MaineHousing and the Beneficiary and supersedes any other contract or agreement, written or otherwise, which previously may have been entered into by and between Beneficiary and MaineHousing for the provision of services and work described or contemplated herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Beneficiary and MaineHousing shall continue to be bound thereby.

20. INDEPENDENT CAPACITY.

It is understood and agreed by the parties hereto that Beneficiary, its agents or employees are acting in an independent capacity in the performance of this Agreement, and not as officers, agents or employees of MaineHousing.

21. GOVERNING LAW.

This Agreement shall be governed by, and construed under, the laws of the State of Maine.

22. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties have not signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may

rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the date first set forth above.

6/8/2023

Date

MAINE STATE HOUSING AUTHORITY



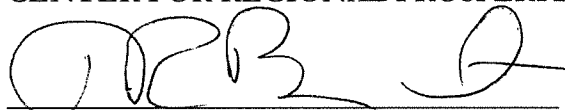
By: Daniel Brennan

Its: Director

6-8-2023

Date

CENTER FOR REGIONAL PROSPERITY



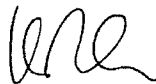
By: Jerre Bryant

Its: President

6/8/2023

Date

DC BLUEBERRY LLC



By: Kevin Bunker

Its: Manager

APPENDIX A**APPLICANT INFORMATION SHEET***for***MaineHousing Notice of Funding Availability for Long-Term Solutions to Assist
People Experiencing Homelessness**

Please provide the following information, completed and signed, and place this form at the front of the application:

General Information	
Applicant Name:	Center for Regional Prosperity
Federal Tax ID:	83-0879130
Street Address:	970 Baxter Boulevard
City, State, Zip:	Portland, ME, 04103
Telephone#:	207-774-9891
Homeless Service Hub Where Housing or Services will be Located (See Appendix C.)	
List of Partnering Organizations and Role (if any)	Developers Collaborative (DC); Non-Profit TBD
Contact Person for Questions	
Name:	Belinda Ray
Title:	Director of Strategic Partnerships
E-mail Address:	bray@gpcog.org
Telephone#:	207-671-4000
Description of Proposal	

Please describe what funding will be used for and how it will benefit people experiencing homelessness	The Center for Regional Prosperity will distribute funding to DC to acquire and fit-up an existing facility at 166 Riverside Industrial Parkway in Portland to operate as an emergency shelter for individuals experiencing homelessness. The developer will then partner with a local nonprofit organization for shelter operations.
Number of Individuals/Families to be Served on an annual basis	On average 180 individuals per night. In total 65,700 bed nights annually.
Staffing Plan	To be determined by service provider
Services to be provided	The facility will allow for community collaboration to deliver wraparound services on site. Those services will be designed specifically around the needs of asylum seekers and further individualized to include housing navigation, case management, life skills, and immigration services. The services will evolve as need change.
How will the proposal continue into the future despite this being one-time funding? Please describe the plans for sustainability.	Once building fit-up is complete and congregate shelter space is created, service provider will be able to bill for bed nights to cover staffing costs.
Description of Capacity	
Summarized Narrative of Applicant's ability to deliver on the proposal in response to this Notice	A skilled and experienced service provider will be selected to operate the facility.
List of planned resources to be assigned to meet the obligations of this Notice	Developers Collaborative has committed to collaborate with local service providers to fulfill the various needs of the people to be served, modeling their partnership on what the City of Portland was able to accomplish in the operation of a Saco hotel as a temporary shelter. Those partners may include food service providers, social service organizations, relevant advocacy and legal organizations, and healthcare providers.
Conflict of Interest. Does the Applicant, any principal or affiliate of the Applicant, or anyone who will be paid for work on the grant have business ties, familial relations, or other close personal relations with a current MaineHousing employee or	No

commissioner, or anyone who was a MaineHousing employee or commissioner within the past year? If yes, please describe here:	
Funding Request	
Total Funding Request Please provide a simple budget as Appendix D	\$4,596,160.00



Homeless Initiatives Department
 26 Edison Dr, Augusta, ME 04330
 1-800-452-4668 (in state)
 207-626-4600

Appendix B

Agency Contact Information	
Name	
Dates Covered	
Contact Email	
Date Submitted	
Phone Number	

THIS REPORT IS DUE TO MAINEHOUSING NO LATER THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER
PLEASE SUBMIT REPORT TO: HIFINANCIALS@MAINEHOUSING.ORG

Expenses Reporting		
Rehabilitation and Lease Costs		
Date Range	Description	Amount
Total Operation Expense		\$ -

Other		
Date Range	Other Expense Description	Amount
Total Other Expense		\$ -

**Progress Report Form**

Homeless Initiatives Department
 26 Edison Dr, Augusta, ME 04330
 1-800-452-4668 (in state)
 207-626-4600

Appendix C

Agency Contact Information	
Name	
Dates Covered	
Contact Email	
Date Submitted	
Phone Number	

THIS REPORT IS DUE TO MAINEHOUSING NO LATER THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER

PLEASE SUBMIT REPORT TO: lbustard@mainehousing.org

Progress Report		
Activities Conducted		
Description of Activities Conducted	Impact	Number of Individuals/families served

Services Provided		
Description of Services Provided	Impact	Number of Individuals/families served

Goals for Next Quarter	
Description of Goals	Plan to Achieve Goals

Conflicts of Interest	
Name and Title of Employee	Description of Conflict

Appendix D : 166 Riverside Industrial Parkway budget

acquisition	1,858,850	
construction	1,995,580	
construction contingency	199,558	
sidewalk	100,000	
FFE	250,000	
landscaping	44,000	
legal/accounting	35,000	
phase 1/tank radar test	9,000	
architect	30,000	
civil/LA/planning board approvals	60,000	
title insurance	15,000	
building permit	30,000	insurance
3 yr shelter liability insurance	157,652	50,000
opex 3 years	403,520	52,500
developer	-	55,125
total	5,188,160	
less Developer Loan	592,000	
Total Grant Amount	4,596,160	

opex
128,000
134,400
141,120

EXHIBIT B

Initial Service Plan

Service Provider Roles & Responsibilities

- Service Provider will provide appropriate staffing levels to deliver 24-hour on-site coverage 7 days/week at the Project for the term of this Agreement. With approximately 180 residents; the target ratio would be 1 Service Provider employee to 30 residents.
- Service Provider employees will include on-site Human Service Specialist staff who will help with daily problem solving, training residents to understand/follow daily routines/systems for living in US, cultural orientation to understand and navigate life in Maine.
- Service Provider employees will include on-site Housing Navigators who will assist with housing applications and enrollments (school, ESOL, GA, asylum apps, documents), help residents access services in community, and cultural orientations, health education, and assure access to relevant programming.
- Service Provider will provide a Services Manager, who will be responsible for facilitating and coordinating all third-party services on site at the Project including arranging on-site programming by outside providers (health, education, GA process, asylum process etc.). The Services Manager facilitates all partner organizations providing services on site and will also oversee orientation.
- Service Provider staff will triage health concerns for connection to community health providers for urgent health needs and to prevent spread of disease/infection. Bilingual staff will be hired as possible, supplemented with interpretation. A van may be rented for transportation of multiple people/large families to initial appointments (medical, enrollments), subsequent transport will be via staff vehicles, and training residents to use Metro bus.
- Service Provider employees will include an Operations Director who will be the Service Provider's primary point of contact at the Project and will manage relationships with state and local govt agencies, schools, other community and social service provider agencies, volunteers, and ethnic community-based organizations (ECBOs).
- Service Provider will establish offices on-site at the Project.
- All Guests will be housed in two dorms broken down between male and female.
- Service Provider will be responsible for providing its own computer and telephone systems at the Project.

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE FIRST AMENDMENT TO THE SERVICE PROVIDER
SUBCONTRACT BETWEEN DC MANAGEMENT LLC, DC BLUEBERRY LLC,
MAINE IMMIGRANTS' RIGHTS COALITION, AND THE CITY OF PORTLAND**

ORDERED, that the First Amendment to the Service Provider Subcontract between DC Management LLC, DC Blueberry LLC, Maine Immigrants' Rights Coalition, and the City of Portland for the operation of an emergency homeless shelter located at 166 Riverside Industrial Parkway is hereby approved 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 Amendment and any other related documents necessary or convenient to carry out the intent of said Amendment.

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director
DATE: March 3, 2025
SUBJECT: Order 150-24/25 Accepting and Appropriating a \$50,000 Grant from the State of Maine's Housing Opportunity Program for Housing Policy Evaluation Study - Sponsored by Danielle P. West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 3/17/2025

Final
Action 4/14/2025

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

Does this item involve a new contract with the City: Yes. The contract is under review by Corporation Counsel as of 2/26/2025

PRESENTATION: Planning & Urban Development Director, Kevin Kraft will be present to answer any questions

I. SUMMARY

The Department of Planning & Urban Development is requesting City Council approval to accept and appropriate a \$50,000 Housing Opportunity Program Grant from the State of Maine to assess the impact of Portland's existing housing policies, with a particular focus on Inclusionary Zoning.

II. AGENDA DESCRIPTION

In early 2025, the Planning & Urban Development Department was awarded a \$50,000 grant from the State of Maine's Housing Opportunity Program. This funding will support an evaluation of existing housing policies, with a particular focus on Portland's inclusionary zoning ordinance. The study will analyze trends in housing production, regulatory factors that may influence those trends, and opportunities to enhance the effectiveness of the city's housing policies within the local market. The Department is seeking City Council approval to accept and appropriate the grant funding to initiate this work.

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

III. BACKGROUND

The City of Portland implemented an Inclusionary Zoning ordinance in 2015, requiring residential projects with 10 or more dwelling units to either include affordable units or pay an in-lieu fee to the Jill C. Dusen Housing Trust Fund. This policy aimed to leverage the private market to support affordable housing creation. In 2020, a citizen referendum introduced changes to the ordinance, increasing the required percentage of affordable units from 10% to 25% and deepening affordability requirements. Rental units, previously restricted to households earning up to 100% of the area median income (AMI), were adjusted to 80% AMI, while ownership units shifted from 120% to 80% AMI. The Planning & Urban Development Department will use the grant funding to engage a consultant to assess the Inclusionary Zoning ordinance from its inception to the present. This evaluation will analyze both qualitative and quantitative data to better understand how the policy has influenced Portland's housing market.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This grant will support work that aligns directly with the City’s goals. Among its 2025 priorities, the City Council has identified “working to implement solutions to the housing crisis, including building more working-class housing.” Additionally, housing production is a key objective of the City’s comprehensive plan, *Portland’s Plan 2030*. This study aims to provide a deeper understanding of how the Inclusionary Zoning policy has shaped Portland’s housing market over the past decade.

V. FINANCIAL IMPACT

The \$50,000 in grant funding will be augmented with \$15,000 from the Department of Planning & Urban Development’s FY25 operating budget, which has been set aside for the purposes of contractual services.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Staff recommends accepting and appropriating the funds.

VIII. LIST ATTACHMENTS

1. City of Portland Service Contract _11.13.2024 RFA 202312254
2. Order - Accepting and Appropriating a 50k Housing Opportunity Program Municipal Grant Award

Prepared by:

Kevin Kraft, Director

Date: 03/03/2025



SERVICE CONTRACT

DATE: 2/20/2025	CONTRACT AMOUNT: \$50,000
ADVANTAGE CONTRACT #:	
DEPARTMENT AGREEMENT #:	
START DATE: 1/1/2025	END DATE: 12/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Economic and Community Development		
ADDRESS: 59 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC1000073534		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: **Denise Garland, Deputy Commissioner**
Date

BY: **Danielle West, City Manager**
Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Benjamin Averill		
EMAIL: Benjamin.Averill@maine.gov	TELEPHONE: 207-441-9831	
ADDRESS: 59 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Nell Donaldson		
EMAIL: hcd@portlandmaine.gov	TELEPHONE: 207-874-8719	
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: Maine	ZIP CODE: 04101

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. <i>(Riders A, B, and G are required. Check all others that apply.)</i>	
☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider G – Identification of Country in Which Contracted Work will be Performed

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNI T	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 50,000	010	19A	Z336	01	6401		2025		2025

FUNDING TOTAL: \$ 50,000

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$ 50,000
Dedicated/Special Revenue \$
Federal Funds \$

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

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

I. ACRONYMS/DEFINITIONS:

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

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	City of Portland
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding as a result of RFA#202312254 to municipalities for community housing planning and implementation services to support the creation of housing development plans, including municipal ordinances, and policy amendments to support those plans.

The Provider shall engage in a study to evaluate existing housing policies and recommend additional policy actions to facilitate housing development.

III. DELIVERABLES:

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

Pursuant to the RFA requirements, the Provider shall submit semiannual updates and project deliverables with the first update due within six months of the date of this contract. Invoices for payment should identify matching funds provided by the municipality. Total matching funds, including in-kind costs, of \$15,000 is agreed to by the Provider.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section “DEPARTMENT AND PROVIDER POINTS OF CONTACT” of this Contract.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

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

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

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

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

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

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

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

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

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

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

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

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

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

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

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

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
- 21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

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

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

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

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

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

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

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

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

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

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

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

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

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term

“confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

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

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

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

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

Notification of Changes to the Information:

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

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ACCEPTING AND APPROPRIATING A \$50,000 GRANT FROM THE STATE
OF MAINE'S HOUSING OPPORTUNITY PROGRAM FOR HOUSING POLICY
EVALUATION STUDY**

ORDERED, that a grant in the amount of \$50,000 from the State of Maine's Housing Opportunity Program is hereby accepted and that amount appropriated to the Planning & Urban Development Department for the purpose of supporting an evaluation of existing housing policies, with a particular focus on the inclusionary zoning ordinance, as set forth in the grant agreement attached hereto; and

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 3, 2025

SUBJECT: Order 151-24/25 Order Approving Agreements Between The Maine Department Of Transportation and The City Of Portland Re: Improvements to Woodford Street, Route 9, Deering Avenue, and Route 25 - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 3/17/2025

Final

Action 4/7/2025

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in February and advertise in March; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Woodford Street – Forest Avenue to Brighton Avenue and Deering Avenue - Woodford Street to Park Avenue, a total of approximately 1.90 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Cyclical Pavement Resurfacing (CPR) Program. The State administers the project and typically a standard cost per mile is paid by the state. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 0% of the original estimated project cost; the City share is estimated to be \$589,000 for the additional ADA work. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$152,000 which are part of the Utility Agreement.

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

III. BACKGROUND

The Woodford Street and Deering Avenue paving project is part of MaineDOT's 2025 work plan. The scope of the project work includes a mill and fill, curb work, sidewalk work,

ADA ramp reconstruction, and re-striping after final paving. The City has requested additional

ADA ramp improvements and additional concrete sidewalk replacement due to the high pedestrian activity in this area and the condition of the ramps and sidewalk. DOT's original scope does not include ADA ramp reconstruction on side streets and there are portions of sidewalk in disrepair that were not included in the original scope. Addressing these items when there is a contractor in the area is the most economical way to address this lacking infrastructure. In addition, it is important that these areas are addressed because this area is part of a school network and vital to pedestrians. The City is responsible for 100% of these added work costs.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Woodford Street and Deering Avenue project will improve the pavement surface and ride quality on two regionally important minor arterials. The project will improve sidewalk and ADA ramps for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% of the estimated project cost for the additional work requested by the municipality, or \$589,000, for sidewalk and ADA improvements as well as \$152,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$732,000, would be paid from FY26 CIP account that will be created for this project. This has been requested as part of the FY26 CIP requests. The cost for utility adjustments will come from a Water Resources Account established for this type of utility work required on paving projects. Any additional funds needed will come from FY25 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request. The MaineDOT, using state and federal funding, will be paying \$1,375,000.00.

VI. STAFF ANALYSIS AND BACKGROUND

Both roads in this project are Minor Arterials in the City of Portland with an AADT of almost approximately 9,200 on cars per day. These roads are major connectors in Portland, and have a large pedestrian presence and with areas within a school zone. Both roads were ranked between Fair and Very Poor Pavement Condition Index (depending on location) when it was last evaluated in 2022. Without this project, these roads will continue to decline and the ramps and sidewalk will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the State to improve Woodford Street between Forest Avenue and Brighton Avenue and Deering Avenue between Forest Avenue and Park Avenue in 2025.

VIII. LIST ATTACHMENTS

1. 28198.00 PORTLAND - Municipal-State Agreement
2. PORTLAND - 028198.00_UTILITY RECEIVABLE AGREEMENT_DRAFT
3. WIN 28198 - Council Agenda Request - Woodford & Deering
4. DeeringWoodford - Fiscal Impact Note
5. WoodfordST_RT9_DeeringAve_RT25 Map
6. Order - MDOT Agreement RE Woodford St and Deering Ave

Prepared by:

Date: 03/03/2025



MaineDOT use only

CTM #: _____
 CSN #: _____
 PROGRAM: _____

MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL/STATE AGREEMENT

PROPOSED IMPROVEMENTS TO WOODFORD STREET, ROUTE 9, DEERING AVENUE, ROUTE 25

(MaineDOT Use Only)

Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$589,000.00</u>
State WIN #: <u>28198.00</u>	Vendor Customer #: <u>17A12984</u>
Federal Aid Project #: <u>2819800</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of improvements to Woodfords Street: Beginning at Route 9 extending northerly 0.38 miles to Route 25. Route 9: Beginning at Stevens Ave extending easterly 0.55 miles. Deering Avenue: Beginning at Route 9 extending southerly 0.72 miles to Route 25. Route 25: Beginning at Route 22 extending northerly 0.48 miles in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance

- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:

- i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those ***provisions that by their very nature are intended to survive.***

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.

25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
24 Child Street
16 State House Station
Augusta, ME 04333-0016
Attn.: Ryan Hodgman
Email: ryan.hodgman@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103
Attn.: Jeremiah Bartlett PE
Email: jbartlett@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

By: _____
Todd Pelletier, P.E., Director
Bureau of Project Development

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Original

Y

Modification

MOD No.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO WOODFORD STREET, ROUTE 9, DEERING AVENUE, ROUTE 25

FEDERAL AID PROJECT NO. 2819800

STATE PROJECT IDENTIFICATION NUMBER (WIN) 28198.00

Project Scope:

Woodfords Street: Beginning at Route 9 extending northerly 0.38 miles to Route 25. Route 9: Beginning at Stevens Ave extending easterly 0.55 miles. Deering Avenue: Beginning at Route 9 extending southerly 0.72 miles to Route 25. Route 25: Beginning at Route 22 extending

Funding Outline: The Total Project Estimated Cost is \$ 1,964,000.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	80.0%	\$ 36,000.00	20.0%	\$ 9,000.00	\$ 45,000.00
Right of Way	0.0%	\$ -	80.0%	\$ -	20.0%	\$ -	\$ -
Construction	0.0%	\$ -	80.0%	\$ 1,016,000.00	20.0%	\$ 254,000.00	\$ 1,270,000.00
Construction Engineering	0.0%	\$ -	80.0%	\$ 48,000.00	20.0%	\$ 12,000.00	\$ 60,000.00
PROJECT SHARES		\$ -		\$ 1,100,000.00		\$ 275,000.00	\$ 1,375,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 589,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 589,000.00					

(Check if applicable)
☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Remove and rebuild existing concrete pedestrian ramps, sidewalks and driveways		\$	351,000.00
Improve pedestrian access to the Deering Oaks Park west entrance on Deering Avenue		\$	223,000.00
Install traffic calming measures on Deering Avenue between Noyes Street and Pitt Street		\$	15,000.00
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	589,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$589,000.00	7/1/2025
City of Portland	\$0.00	11/1/2025
City of Portland	\$0.00	3/1/2026
Total Receivable Amount:	\$589,000.00	

<u>Project Information</u> <u>Municipality Name: PORTLAND</u> <u>Federal Aid Project #: 2819800</u> <u>WIN: 28198.00</u>

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Remove and rebuild existing concrete pedestrian ramps, sidewalks and driveways at various locations along the project that are not being removed and rebuilt by the Department. Improve pedestrian access to the Deering Oaks Park west entrance on Deering Avenue. Install traffic calming measures on Deering Avenue between Noyes Street and Pitt Street

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☐ - Disregard this Section, or Yes ☒ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "Highway Design Guide" and "Standard Details" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

Not Applicable ☐ - *Disregard this Section*, or Applicable ☒ - as follows:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 028198.00
Federal Aid Project #: 2819800

Estimated Agreement Amount: \$ 152,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2024

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2819800; WIN: 028198.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting 76 sewer manholes to grade for the **City of Portland on Deering Avenue/Route 25/Route 9/Woodford Street**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2819800
STATE PROJECT IDENTIFICATION NUMBER (WIN) 028198.00

Project Scope: Adjust 76 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	76 EA	2,000	152,000
Total Cost:				152,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$152,000	December 16, 2025

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Greg Jordan, Annie James

FROM: Lauren Andersen and Emily Bolt, Department of Public Works

DATE: March 3, 2025

SUBJECT: Maine Department of Transportation – Municipal/State Agreement
– Improvements to Woodfords Street and Deering Avenue

SPONSOR: Danielle West, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 3/17/25 **Final Action:** 4/7/25

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

This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in February and advertise in March; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

Not Applicable

I. ONE SENTENCE SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Woodford Street – Forest Avenue to Brighton Avenue and Deering Avenue - Woodford Street to Park Avenue, a total of approximately 1.90 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Cyclical Pavement Resurfacing (CPR) Program. The State administers the project and typically a standard cost per mile is paid by the state. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 0% of the original estimated project cost; the City share is estimated to be \$589,000 for the additional ADA work. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$152,000 which are part of the Utility Agreement.

III. BACKGROUND

The Woodford Street and Deering Avenue paving project is part of MaineDOT's 2025 work plan. The scope of the project work includes a mill and fill, curb work, sidewalk work, ADA ramp reconstruction, and re-striping after final paving. The City has requested additional ADA ramp improvements and additional concrete sidewalk replacement due to the high pedestrian

activity in this area and the condition of the ramps and sidewalk. DOT's original scope does not include ADA ramp reconstruction on side streets and there are portions of sidewalk in disrepair that were not included in the original scope. Addressing these items when there is a contractor in the area is the most economical way to address this lacking infrastructure. In addition, it is important that these areas are addressed because this area is part of a school network and vital to pedestrians. The City is responsible for 100% of these added work costs.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Woodford Street and Deering Avenue project will improve the pavement surface and ride quality on two regionally important minor arterials. The project will improve sidewalk and ADA ramps for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% of the estimated project cost for the additional work requested by the municipality, or \$589,000, for sidewalk and ADA improvements as well as \$152,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$732,000, would be paid from FY26 CIP account that will be created for this project. This has been requested as part of the FY26 CIP requests. The cost for utility adjustments will come from a Water Resources Account established for this type of utility work required on paving projects. Any additional funds needed will come from FY25 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Both roads in this project are Minor Arterials in the City of Portland with an AADT of almost approximately 9,200 on cars per day. These roads are major connectors in Portland, and have a large pedestrian presence and with areas within a school zone. Both roads were ranked between Fair and Very Poor Pavement Condition Index (depending on location) when it was last evaluated in 2022. Without this project, these roads will continue to decline and the ramps and sidewalk will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the State to improve Woodford Street between Forest Avenue and Brighton Avenue and Deering Avenue between Forest Avenue and Park Avenue in 2025.

VIII. LIST ATTACHMENTS

MaineDOT Municipal/State Agreement – Proposed Improvements to Woodford Street and Deering Avenue
Project Location Map
Fiscal Impact Note
Utility Agreement for WIN 28198.00

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$732,000		\$732,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECT	\$0	\$0	\$732,000	\$732,000	\$732,000	\$732,000
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0927	\$0.0927	\$0.0927	\$0.0927
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.8171%	0.4122%	0.8171%	0.4122%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.4327	\$22.5727	\$11.4327	\$22.5727

Notes: The CIP impact will begin in 2025 and remain for the 20 year life of the bond.



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD STE B
PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

PROPOSED IMPROVEMENTS TO WOODFORD STREET, ROUTE 9, DEERING AVENUE, ROUTE 25



FEBRUARY 2025

DRAWN BY: TSY

0 0.07 0.15 0.3
Miles

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING AGREEMENTS BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND THE CITY OF PORTLAND
RE: IMPROVEMENTS TO WOODFORD STREET, ROUTE 9, DEERING AVENUE,
AND ROUTE 25**

ORDERED, that the Agreements between the Maine Department of Transportation (MaineDOT) and the City of Portland for improvements to Woodford Street, Route 9, Deering Avenue, and Route 25 are hereby approved in substantially the form attached hereto:

- WIN 28198.00, MaineDOT Municipal-State Agreement for Proposed Improvements to Woodford Street, Route 9, Deering Avenue, and Route 25
- WIN 028198.00 Maine DOT Utility Receivable Agreement for adjusting sewer manholes on Woodford Street, Route 9, Deering Avenue, and Route 25

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

MEMORANDUM
City Council Agenda Item

FROM: Emily Bolt, Project Engineer
DATE: March 3, 2025
SUBJECT: Order 152-24/25 Order Approving Agreements Between The Maine Department Of Transportation and The City Of Portland Re: Improvements to Route 22 (Congress Street), West Commercial Street, and Fore River Parkway - Sponsored by Danielle P. West, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 3/17/2025

Final

Action 4/7/2025

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in April and advertise in April the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Congress Street - Stevens Avenue to Fore River Parkway, West Commercial Street – Valley Street to Portland Yacht Services, and Fore River Parkway – Thompsons Point Road to Valley Street, a total of approximately 2.89 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Heavy Treatment Program for Arterial streets. The State administers the project and typically the majority of project costs are paid by the State and Federal government. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 25% of the original estimated project cost; the City share is estimated to be \$104,000. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$86,000 and is part of the Utility Agreement.

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

III. BACKGROUND

The Congress, West Commercial, and Fore River Parkway paving project is part of MaineDOT's 2025 Work Plan. The scope of the project work includes a mill and fill, curb work, sidewalk work, ADA ramp reconstruction, and re-striping after final paving. The City has requested additional ADA ramp improvements due to the high pedestrian activity in this area and the condition of the ramps and sidewalk. DOT's original scope does not include ADA ramp

reconstruction on side streets in the original scope. Addressing these ramps when there is a contractor in the area is the most economical way to address this lacking infrastructure. The City is responsible for 100% of these added work costs.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Congress Street, West Commercial Street, and Fore River Parkway project will improve the pavement surface and ride quality on three regionally important arterials. The project will improve ADA ramps for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the estimated project cost, or \$104,000 for sidewalk and ADA improvements as well as \$86,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$200,600, will be paid from FY26 CIP account that will be created for this project. This has been requested as part of the FY26 CIP requests. The cost for utility adjustments will come from a Water Resources Account established for this type of utility work required on paving projects. Any additional funds needed will come from FY25 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request. The MaineDOT using state and federal funding will be paying \$1,228,043.00.

VI. STAFF ANALYSIS AND BACKGROUND

Congress Street is a Principal Arterial and both West Commercial and Fore River Parkway are Minor Arterials in the City of Portland. The estimated AADTs are 23,125, 18,889, and 10,583 cars per day respectively. These roads are very heavily used arterials in Portland. All of the roads were ranked between Fair and Poor Pavement Condition Index (depending on location) when it was last evaluated in 2022. Without this project, these roads will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the State to improve Congress Street - Stevens Avenue to Fore River Parkway, West Commercial Street – Valley Street to Portland Yacht Services, and Fore River Parkway – Thompsons Point Road to Valley Street in 2025.

VIII. LIST ATTACHMENTS

1. WINs 26278 27002 27000 Two Party Agreement
2. PORTLAND - 027000.00_UTILITY RECEIVABLE AGREEMENT_DRAFT
3. WIN 26278, 27000, & 27002- Council Agenda Request - Congress, W_Comm, FRP
4. PORTLAND - 026278.00_UTILITY RECEIVABLE AGREEMENT_DRAFT
5. PORTLAND - 027002.00_UTILITY RECEIVABLE AGREEMENT_DRAFT
6. CongressSt_WestCommercialSt_ForeRiverPkwy Map
7. Congress FRP WComm - Fiscal Impact Note
8. Order - MDOT Agreement RE Congress St, West Commercial St, and Fore River Parkway

Prepared by:

Emily Bolt, Project Engineer

Date: 03/03/2025



MaineDOT use only

CTM #: _____
 CSN #: _____
 PROGRAM: _____

MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL/STATE AGREEMENT

PROPOSED IMPROVEMENTS TO ROUTE 22, (CONGRESS STREET); FORE RIVER PARKWAY

(MaineDOT Use Only)

Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$104,000.00</u>
State WIN #: <u>26278.00</u>	Vendor Customer #: <u>17A12984</u>
Federal Aid Project #: <u>2627800</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Route 22, beginning at Interstate 295 Exit 5B Southbound off-ramp and extending west 0.51 miles as well as Fore River Parkway, beginning at Route 22 and extending south 0.21 of a mile. in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)

- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will

discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).

- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this

Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Ryan Hodgman
 Email: ryan.hodgman@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103
Attn.: Jeremiah Bartlett PE
Email: jbartlett@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

By: _____
Todd Pelletier, P.E., Director
Bureau of Project Development

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Original

Y

Modification

MOD No.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO ROUTE 22, FORE RIVER PARKWAY

FEDERAL AID PROJECT NO. 2627800

STATE PROJECT IDENTIFICATION NUMBER (WIN) 26278.00

Project Scope:

Route 22, beginning at Interstate 295 Exit 5B Southbound off-ramp and extending west 0.51 miles. Fore River Parkway, beginning at Route 22 and extending south 0.21 of a mile.

Funding Outline: The Total Project Estimated Cost is \$ 1,332,043.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	80.0%	\$ 20,903.20	20.0%	\$ 5,225.80	\$ 26,129.00
Right of Way	0.0%	\$ -	80.0%	\$ -	20.0%	\$ -	\$ -
Construction	0.0%	\$ -	80.0%	\$ 905,790.40	20.0%	\$ 226,447.60	\$ 1,132,238.00
Construction Engineering	0.0%	\$ -	80.0%	\$ 55,740.80	20.0%	\$ 13,935.20	\$ 69,676.00
PROJECT SHARES		\$ -		\$ 982,434.40		\$ 245,608.60	\$ 1,228,043.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 104,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 104,000.00					

(Check if applicable)**Additional Work as outlined in Appendix C to this Agreement.****Funding Outline:** The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
16 concrete pedestrian ramps including curb reset and detectable warning fields		\$	90,000.00
Loam, seed, mobilization and other incidentals		\$	14,000.00
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	104,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$104,000.00	5/1/2025
City of Portland	\$0.00	11/1/2025
City of Portland	\$0.00	3/1/2026
Total Receivable Amount:	\$104,000.00	

Project Information
Municipality Name: PORTLAND
Federal Aid Project #: 2627800
WIN: 26278.00

APPENDIX C
ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION
Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Remove and rebuild 16 existing concrete pedestrian ramps at the side street listed below that are not being removed and rebuilt by the Department

West Gate East entrance (2)

JCA entrance (2)

Mitton Street (2)

Powland Street (2)

Davis Street (2)

Frances Street (2)

Edwards Street (2)

Craigie Street (2)

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☐ - Disregard this Section, or Yes ☒ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "Highway Design Guide" and "Standard Details" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.

- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

Not Applicable ☐ - *Disregard this Section*, or Applicable ☒ - as follows:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 027000.00
Federal Aid Project #: 2700000

Estimated Agreement Amount: \$ 18,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2024

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2700000; WIN: 027000.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting 2 sewer manholes to grade for the **City of Portland on West Commercial Street**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
 - b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
 - c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.
- 8. Ownership of Completed Utilities:** Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.
- 9. Claims:** The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.
- 10. Indemnification:** The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2700000
STATE PROJECT IDENTIFICATION NUMBER (WIN) 027000.00

Project Scope: Adjust 9 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	9 EA	2,000	18,000
Total Cost:				18,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$18,000	December 16, 2025

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Greg Jordan, Annie James

FROM: Lauren Andersen and Emily Bolt, Department of Public Works

DATE: March 3, 2025

SUBJECT: Maine Department of Transportation – Municipal/State Agreement – Improvements to Congress Street, West Commercial Street, and Fore River Parkway – WINs 26278.00, 27000.00, 27002.00

SPONSOR: Danielle West, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 3/17/25

Final Action: 4/7/25

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

This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in April and advertise in April the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

Not Applicable

I. ONE SENTENCE SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Congress Street - Stevens Avenue to Fore River Parkway, West Commercial Street – Valley Street to Portland Yacht Services, and Fore River Parkway – Thompsons Point Road to Valley Street, a total of approximately 2.89 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Heavy Treatment Program for Arterial streets. The State administers the project and typically the majority of project costs are paid by the State and Federal government. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 25% of the original estimated project cost; the City share is estimated to be \$104,000. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$86,000 and is part of the Utility Agreement.

III. BACKGROUND

The Congress, West Commercial, and Fore River Parkway paving project is part of MaineDOT's 2025 Work Plan. The scope of the project work includes a mill and fill, curb work, sidewalk work, ADA ramp reconstruction, and re-striping after final paving. The City has requested additional ADA ramp improvements due to the high pedestrian activity in this area and the condition of the ramps and sidewalk. DOT's original scope does not include ADA ramp reconstruction on side streets in the original scope. Addressing these ramps when there is a contractor in the area is the most economical way to address this lacking infrastructure. The City is responsible for 100% of these added work costs.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Congress Street, West Commercial Street, and Fore River Parkway project will improve the pavement surface and ride quality on three regionally important arterials. The project will improve ADA ramps for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the estimated project cost, or \$104,000 for sidewalk and ADA improvements as well as \$86,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$200,600, will be paid from FY26 CIP account that will be created for this project. This has been requested as part of the FY26 CIP requests. The cost for utility adjustments will come from a Water Resources Account established for this type of utility work required on paving projects. Any additional funds needed will come from FY25 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Congress Street is a Principal Arterial and both West Commercial and Fore River Parkway are Minor Arterials in the City of Portland. The estimated AADTs are 23,125, 18,889, and 10,583 cars per day respectively. These roads are very heavily used arterials in Portland. All of the roads were ranked between Fair and Poor Pavement Condition Index (depending on location) when it was last evaluated in 2022. Without this project, these roads will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the State to improve Congress Street - Stevens Avenue to Fore River Parkway, West Commercial Street – Valley Street to Portland Yacht Services, and Fore River Parkway – Thompsons Point Road to Valley Street in 2025.

VIII. LIST ATTACHMENTS

MaineDOT Municipal/State Agreement – Proposed Improvements To Route 22,
(Congress Street); Fore River Parkway– WINS 26278.00, 27000.00, 27002.00
Utility Agreements for WIN 27000.00, 27002.00 and 26278.00
Project Location Map
Fiscal Impact Note

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 026278.00
Federal Aid Project #: 2627800

Estimated Agreement Amount: \$ 44,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2024

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2627800; WIN: 026278.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting 22 sewer manholes to grade for the **City of Portland on Congress Street & Fore River Parkway**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2627800
STATE PROJECT IDENTIFICATION NUMBER (WIN) 026278.00

Project Scope: Adjust 22 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	22 EA	2,000	44,000
Total Cost:				44,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$44,000	December 16, 2025

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 027002.00
Federal Aid Project #: 2700200

Estimated Agreement Amount: \$ 24,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2024

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2700200; WIN: 027002.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).

3. The Affected Facilities consist of adjusting 12 sewer manholes to grade for the **City of Portland on Fore River Parkway**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2700200
STATE PROJECT IDENTIFICATION NUMBER (WIN) 027002.00

Project Scope: Adjust 12 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	12 EA	2,000	24,000
Total Cost:				24,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$24,000	December 16, 2025



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD STE B
PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Improvements to Congress Street West Commercial Street and Fore River Parkway

**WINs 26278.00, 27000.00
27002.00**



February 2025

DRAWN BY: TSY

0 0.07 0.15 0.3
Miles

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$3,996		\$3,996
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECT	\$0	\$0	\$3,996	\$3,996	\$3,996	\$3,996
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0005	\$0.0005	\$0.0005	\$0.0005
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0045%	0.0023%	0.0045%	0.0023%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3405	\$22.4805	\$11.3405	\$22.4805

Notes: The CIP impact will begin in 2025 and remain for the 20 year life of the bond.

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING AGREEMENTS BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND THE CITY OF PORTLAND
RE: IMPROVEMENTS TO ROUTE 22 (CONGRESS STREET), WEST COMMERCIAL
STREET, AND FORE RIVER PARKWAY**

ORDERED, that the Agreements between the Maine Department of Transportation (MaineDot) and the City of Portland for Improvements to Route 22 (Congress Street), West commercial Street, and Fore River Parkway are hereby approved in substantially the form attached hereto:

- WIN 26278.00, MaineDOT Municipal-State Agreement for Proposed Improvements to Route 22 (Congress Street); Fore River Parkway
- WIN 027000.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on West Commercial Street
- WIN 026278.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on Congress Street & Fore River Parkway
- WIN 027002.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on Fore River Parkway

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: March 4, 2025

SUBJECT: Order 153-24/25 Approving the Collective Bargaining Agreement between The City of Portland and the Communications Employees Association – Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Communications Employees Association for the period of July 1, 2024 through December 31, 2026. The prior collective bargaining agreement expired on June 30, 2024. This proposal is presented after previously receiving guidance from the City Council executive sessions held on April 1 and July 29, 2024 and January 13, 2025, and after having been approved by the Communications Employees Association

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Communications Fiscal Impact Note - Fiscal Impact Note
2. Communications_Contract_for_Council_Order
3. Order - Approving CBA with CEA

Prepared by:

Date: 03/04/2025

Formula for New Program Costing on Tax Rate

1) FY25 Valuation:	15,145,000,000	\$15,145,000
2) FY25 Tax Rate (Total City & School): <u>Levy / (Valuation/1000)</u>		\$15.01
(a) FY25 Tax Rate (City):		\$6.57
(b) FY25 Tax Rate (County):		\$0.56
(c) FY25 Tax Rate (School):		\$7.88
3) FY25 Value of \$0.01 of Tax Rate (Total City & School):		\$151,450

FISCAL IMPACT NOTE	2025		2026		2027	
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		\$270,000		\$157,590		\$162,318
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$270,000	\$270,000	\$157,590	\$157,590	\$162,318	\$162,318
New Program Impact to the Tax Rate	\$0.0178	\$0.0178	\$0.0104	\$0.0104	\$0.0107	\$0.0107
New Program % Impact on Tax Rate	0.2713%	0.1188%	0.1584%	0.0693%	0.1631%	0.0714%
Tax Rate Including New Program	\$15.03	\$15.03	\$15.02	\$15.02	\$15.02	\$15.02

The cost of year 1 (FY25) is \$270K, but that amount includes one-time ratification bonuses that won't be paid in years 2 and 3.
The cost for FY26 (3% COLA) and FY27 (3% COLA) is significantly lower as a result.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE COMMUNICATIONS EMPLOYEES
ASSOCIATION, IAFF LOCAL 740**

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 the Communications Employees’ Association (the “Communications Negotiating Team”) (collectively, the “Parties”).

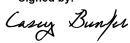
WHEREAS, the City of Portland and Communications are parties to a collective bargaining agreement that expired on June 30, 2024;

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 July 1, 2024 through June 30, 2027.
2. The red-lined emergency temporary schedule attached hereto is hereby incorporated into this MOA.
3. The City will begin withholding 50% of the premium required by the Maine Paid Family and Medical Leave Act (PFMLA), specifically 26 M.R.S. § 850-F, or an equal amount payable to an equivalent private plan pursuant to 26 M.R.S. § 850-H, from bargaining unit employees’ wages effective in the first pay period following implementation of the collective bargaining agreement.
4. Wage increases, cost of living increases, step adjustments, the \$3.00 per hour for Team Leaders, and the addition of the 6-month, 1 year, 15 year, and 20 year steps to the pay plan will all be effective retroactive to July 7, 2024. Any increases in current stipends or new stipends will only be effective beginning in the first full pay period following the implementation date of a City Council order approving the agreement.
5. Upon implementation of the agreement, all Telecommunicators shall receive a one-time bonus in the amount of \$5,000.00; the Fire Alarm Systems Specialist and the Radio Systems Specialist shall receive a one-time bonus in the amount of \$1,000.00.
6. The Parties agree to recommend and advocate adoption of the successor collective bargaining agreement to their respective principals.

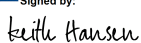
COMMUNICATIONS EMPLOYEES'
ASSOCIATION, IAFF LOCAL 740

Signed by:

32733892033C4EB

By: Casey Bunker, President

Date: 3/11/2025

CITY OF PORTLAND

Signed by:

066DA29D6D9F4D3

By: Keith Hansen, Chief Negotiator

Date: 3/11/2025

AGREEMENT BETWEEN

THE CITY OF PORTLAND, MAINE

AND

THE COMMUNICATIONS EMPLOYEES ASSOCIATION

July 1, 2021²⁴ to June 30, 2024²⁷

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. PREAMBLE	1
2. RECOGNITION.....	1
3. ASSOCIATION SECURITY	2
4. (RESERVED).....	3
5. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES	4
6. ON-THE-JOB INJURIES	4
7. JOB SPECIFICATIONS.....	8
8. STAFF MEETINGS	8
9. FILLING OF JOB VACANCIES.....	9
10. INSURANCE.....	10
11. PENSIONS	13
12. SENIORITY AND PERSONNEL REDUCTIONS	14
13. CLOTHING	15
14. LEGAL AID AND PROTECTION	16
15. UNUSED SICK LEAVE UPON SEPARATION.....	17
16. SUBSTITUTIONS / SHIFT TRADES	18
17. SICK LEAVE.....	19
18. OTHER LEAVE.....	21
19. GRIEVANCE PROCEDURE	25
20. DISCIPLINE	28
21. SAVINGS	28
22. VACATIONS AND EARNED PAID LEAVE (EPL).....	28
23. HOLIDAYS	31
24. OVERTIME	33
25. WAGES.....	35
26. HOURS OF WORK	39
27. LICENSE FEES	40
28. TIME OFF WHILE PERFORMING ASSOCIATION BUSINESS	41
29. STRIKES, SLOWDOWNS AND LOCKOUTS	41
30. REQUIRED CERTIFICATIONS AND TRAINING.....	41
31. WITHDRAWAL OF RESIGNATION.....	43
32. NO DISCRIMINATION BY PARTIES.....	43
33. EMBODIMENT OF AGREEMENT	43
34. TERM OF AGREEMENT	43

APPENDIX A – EMPLOYEE VOLUNTARY DEDUCTION FORM

APPENDIX B – AGREEMENT FOR TRIAL WORK

APPENDIX C-1 – TELECOMMUNICATOR JOB DESCRIPTION

APPENDIX C-2 – TELECOMMUNICATOR SUPERVISOR TEAM LEADER JOB DESCRIPTION

APPENDIX C-3 – FIRE ALARM SYSTEMS SPECIALIST JOB DESCRIPTION

APPENDIX C-4 – RADIO SYSTEMS SPECIALIST JOB DESCRIPTION

APPENDIX D-1 – MERGED SENIORITY LIST (TELECOMMUNICATORS AND TEAM LEADERS)

APPENDIX D-2 – SENIORITY LIST (FIRE ALARM SYSTEMS SPECIALIST AND RADIO SYSTEMS SPECIALIST)

APPENDIX E – SENIORITY LIST (TELECOMMUNICATOR TEAM LEADER) SUPERVISOR

APPENDIX F – SCHEDULE TELECOMMUNICATOR SUPERVISOR GROUPING BY SHIFT (also shows Schedule and NSD)

APPENDIX G – 2011 SUPERVISOR SELECTION – SENIORITY

APPENDIX H – PAY PLAN

APPENDIX I – PORTLAND/SOUTH PORTLAND BOARD OF GOVERNANCE

APPENDIX J – PRCC RESERVE TELECOMMUNICATOR PROGRAM

A G R E E M E N T

This Agreement is hereby made and entered into this [REDACTED] day of [REDACTED], 2019²⁵ by and between the City of Portland, hereinafter referred to as the "City" and Local 740 International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Association".

1. PREAMBLE:

- 1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, Maine Revised Statutes Annotated, MRSA) the parties have entered into this Agreement with the goal of establishing mutual rights, preserving proper employee morale, and promoting effective municipal operations.
- 1.2 The parties acknowledge that the Cities of Portland and South Portland have consolidated emergency dispatch operations. All new employees hired after the date of consolidation are to be employees of the City of Portland and covered by the terms of this collective bargaining agreement. All South Portland Telecommunicators employed as of the date of consolidation will be covered by the collective bargaining agreement between the City of South Portland and IAFF Local 1476, in order to grandfather such employees as to their existing pensions and insurances, except that all such grandfathered employees are subject to the Policies and Procedures of the Portland Police Department as applicable to employees of the Emergency Communications Division and all day to day management of the South Portland employees are under the direction and supervision of the Portland Emergency Communications Director.

2. RECOGNITION:

- 2.1 The City hereby recognizes that the Association is the sole and exclusive representative for the purpose of bargaining with respect to wages, hours of work, working conditions, and contract grievance arbitration of all Telecommunicators and ~~Telecommunications Supervisors~~ Telecommunicator Team Leaders and Radio Systems Specialist within the Police Department, and the Fire Alarm Systems Specialist within the Fire Department except employees excluded by Chapter 9-A, Title 26, Maine Revised Statutes Annotated. The Association 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 Association during that grievance shall be non-precedent setting.
- 2.2 For purposes of this Agreement, permanent full-time employees are those employees who are appointed to a permanently budgeted position to work the

standard work schedule on a continuing basis. Permanent full-time employees are entitled to full benefits under this Agreement.

- 2.3 In the event that permanent part-time positions are created, permanent part-time employees will be entitled to prorated fringe benefits and shall pay a prorated cost of the health insurance benefit if they elect to participate in the group health plan.
- 2.4 All new employees in permanently budgeted positions shall serve a probationary period of six (6) months. Upon completion of the six (6) month probationary period, that period shall be considered part of the employee's seniority time. In addition, any employee who becomes a permanent employee, and who has previously served in the same classification as a temporary or seasonal employee without a break in service, shall have such temporary or seasonal time credited against their probationary period. New Employees are eligible for benefits provided under this collective bargaining agreement as earned or accrued in accordance with the provisions of this contract. Health insurance benefits shall be provided effective the first month following the employee's date of hire. Probationary employees may use any benefit provided as soon as entitled.

3. ASSOCIATION SECURITY AND DUES DEDUCTION:

- 3.1 Employees not in the Association as of the execution date shall have 10 days after execution, and new hires shall have 10 days after completion of their probationary period, within which to join the Association. The relationship between employees who choose not to join the Association and the Association shall be governed by the Association's bylaws, including representation services and any associated fees.
- 3.2 The City shall deduct Association dues on a weekly basis in the amount as determined by the Association membership pursuant to its Constitution and By-laws upon receipt of authorization from employees, who shall sign deduction cards in a form acceptable to the City, a sample copy of which is appended as Appendix A. The City has no obligation to pay the Association any dues payment for an employee if the employee has not signed said authorization card. Said card shall contain a provision that the dues deduction will be canceled only after fourteen (14) days written notice to the City's Director of Human Resources. If the notice of cancellation is not revoked in writing by the member within the 14-day period, the City shall cease making that employee's deduction. The Association shall be given notice of any cancellation of dues by a unit member.
- 3.3 The City shall forward to the Secretary-Treasurer of IAFF Local 740 such deductions each month following the month of deductions.

- 3.4 In the event of a change in the amount of dues voted by Local 740 during the term of this Agreement, the Treasurer of the Association shall notify the Director of Human Resources in writing. After receipt of same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms. The City shall commence said deduction change within thirty (30) days after receiving written notification from Local 740.
- 3.5 The City further agrees to make deductions from employee's paychecks for programs provided in Article 18, Insurance, upon the employee's written authorization to make such deductions.
- 3.6 The Association shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this 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 Association to become or remain members of the Association.

4. (RESERVED)

5. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:

- 5.1 The City retains all rights and authority to manage and direct its employees except as otherwise specified in this Agreement. The Association acknowledges the right of the City to make appropriate rules and regulations governing the conduct and qualifications of its employees, provided they are not inconsistent with the provisions of this Agreement. Except as otherwise provided in this Agreement, the foregoing shall not constitute a waiver of the duty to bargain regarding mandatory subjects of bargaining.

6. ON THE JOB INJURIES:

6.1 Extra-Hazardous Injuries

- 6.1.1 The Fire Alarm Systems Specialist and the Radio Systems Specialist covered by this Agreement who, while performing extra- hazardous activities, receives an injury for which **he is** **they are** subsequently paid benefits under the Worker's Compensation Act, shall receive in addition to such benefits, and as long as such benefits are payable, the difference between compensation for total incapacity under the Act and their net take-home salary at the time of injury, while any such incapacity exists until **he is** **they are** placed on disability retirement, returns to active duty, resigns, or **is** **are**

discharged for just cause.

6.1.2 Net take home salary is defined as the employee's regular gross salary minus their federal and state income tax deductions as of the date of injury.

6.1.3 Extra-hazardous Injuries are defined as follows:

6.1.3.1 Injuries which arise out of and in the course of the operation of a City vehicle in emergency situations.

6.1.3.2 Any other injury occurring during emergency situations due to the exposure of a Fire Alarm Systems Specialist or Radio Systems Specialist to serious risks or hazards not normally encountered as a part of their duties as a communications employee.

6.2 Non-Hazardous Injuries

6.2.1 An employee covered by this Agreement who is injured on the job but such injury is not extra-hazardous as defined above shall be entitled to benefits only pursuant to the Workers' Compensation Act. In the event of a non-hazardous injury, an employee may elect to use any accumulated days to make up the difference between their Workers' Compensation and their regular weekly salary and to make the 7-day waiting period.

6.3 In the event an injury is determined to be extra-hazardous, the 7-day waiting period shall be paid as part of the extra-hazardous compensation due to the employee.

6.4 Employees receiving Workers' Compensation benefits under this article, whether an extra-hazardous injury or not, shall continue to accrue sick and vacation benefits during the first twelve (12) months of incapacity. Employees shall not accrue or receive payment for holidays during the duration 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.

6.5 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.

- 6.5.1 Retirement service credit will be provided only for the time for which pension contributions have been made.

6.6 Transitional Work Program

- 6.6.1 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 workers who, in the judgment of the City, will probably be able to return to "Regular Work" within three (3) years of the date of injury. This decision will be based in part on information provided by health care professionals.

- 6.6.1.1 "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.

- 6.6.1.2 "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.

6.6.2 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.

See Appendix B for a sample ~~trial~~ Transitional Work Agreement.

6.6.3 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 ninety (90) days in that assignment. If at the end of the ninety (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 (3) years from the initial 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 M.R.S.A. Sec. 217 with regard to employment rehabilitation.

6.7 Re-employment within Three Years of Date of Injury

- 6.7.1 If an employee becomes capable of performing the essential functions of the position held on the date of injury, with or without reasonable accommodation, within three (3) 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 they would have received if the injury had not occurred.
- 6.7.2 If the employee cannot return to the position held on the date of injury within three (3) years of the date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower pay grade within the bargaining unit.
- 6.7.3 Upon a determination of capability to work, the employee will provide the City with their current medical restrictions and the positions they wish 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, pay and benefits shall be determined by the City under the appropriate bargaining agreement and with concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's Non-Union Personnel Policy will determine pay and benefits.
- 6.7.4 The acceptance or refusal of appointment to a position other than the position held on the date of injury shall not terminate the employee's right to seek re-employment in the position held on the date of injury.

6.8 Termination of Employment

- 6.8.1 In those cases in which an employee has been unable to perform all the essential functions of their Regular Work for three (3) years from the date

of injury, 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 their ability to return to Regular Work within the ninety (90) day period.

6.8.2 If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in 6.6.3, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with their current medical restrictions and the positions they wish to be considered for as an alternative to termination. The provisions of 6.7 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.

6.9 Any interpretation or 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.

6.10 Notwithstanding the above, all parties reserve their rights under the Workers' Compensation statute and other applicable State or Federal law. Furthermore, it is not the City's nor the Association's position to limit or restrict, in any fashion, the individual's rights granted by any State statute.

7. JOB SPECIFICATIONS:

7.1 The City will make available to employees, upon request, job descriptions which outline the duties of each employee (including but not limited to public safety Telecommunicators and ~~supervisors~~ Telecommunicator Team Leaders) in the unit. The City agrees to submit all new and revised job descriptions covered by this Agreement to the Association for review and recommendations. Said recommendations must be submitted to the Director of Human Resources within ten (10) working days after receipt of the job specifications. However, nothing contained herein or in the job descriptions shall be construed as diminishing the current duties of employees (except Telecommunicators shall not be required to undertake major maintenance, construction or repair of departmental property), or as limiting the City's ability to assign additional duties as necessary, or as limiting duties to those consistent with prior practice. The foregoing is not intended, nor may it be construed to be a bargaining waiver for changes that would materially and significantly impact employees.

- 7.2 A copy of the current job descriptions for Telecommunicator and Telecommunicator ~~supervisor~~ **Team Leader** are attached as Appendix C-1 and C-2. A copy of the current job descriptions for Fire Alarm Systems Specialist and Radio Systems Specialist are attached as Appendix C-3 and C-4. Employees, other than electrical employees, shall not be detailed to other departments of the City except in case of emergency affecting the health, safety and welfare of the City.
- 7.3 Employees shall not use any information, confidential or otherwise obtained during their employment with the City in any way other than in the performance of their duties and shall use their best efforts to prevent and protect the confidentiality of the information.

8. STAFF MEETINGS:

- 8.1 The City agrees to compensate off-duty employees for attendance at mandatory staff meetings posted by the Emergency Communications Director, or their designee, in accordance with this Article. The purpose of the staff meeting and/or the agenda for the meeting shall be included in the posting notice. Compensation for these meetings for off-duty personnel shall be three (3) hours of straight time pay or time and one-half pay for actual hours spent in the meeting, whichever is greater.
- 8.2 Any mandatory staff meeting must be posted seven (7) calendar days in advance. An employee shall not be required to attend any meeting while on a pre-approved or authorized leave, such as vacation, sick, bereavement, disability, personal educations, military, Family and Medical Leave (FMLA), holiday, other as defined in Articles 17 (Sick Leave), 18 (Other Leave) and 22 (Vacations) of this Agreement.

9. FILLING OF JOB VACANCIES:

9.1 New Hires:

- 9.1.1 For purposes of this Article, a job vacancy shall be determined to exist only after official City approval to fill the vacant position has been obtained. Except as provided in 9.1.2 below, job vacancies shall be posted on Departmental bulletin boards for a minimum of seven (7) working days and a copy shall be forwarded to the President of the Association.
- 9.1.2 The City is not required to post job openings prior to offering that opening to a bargaining unit employee in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state law.
- 9.1.3 Applicants for unit vacancies shall be evaluated by the Department Head, or designee, in accordance with the following criteria: 1. Qualifications; 2.

Experience; 3. Seniority; 4. Performance; 5. Special Training or Skills; 6. Job-Related Aptitude Test.

- 9.1.4 All new hires shall be employees of the City of Portland and shall be added at the bottom of the seniority list in Appendix D according to their date of hire.

9.2 Transfers Shift Bids / Open Shifts / Shift Changes:

- 9.2.1 Bid Process: The **transfer bid** opportunity will be posted within thirty (30) days of the occurrence of the vacancy as defined above. The posting will include the date and time phone calls, **deadline to include date and time bid form shall be submitted by**, or a virtual setting will be made to eligible employees in order to fill the vacancy. The Emergency Communications Director or designee shall call or use a virtual setting for the open position(s), starting with the most eligible senior employee and offer them the open vacancy and any other open vacancies that may be created with the filling of the open position. If an employee is not going to be available via telephone or virtual setting during the hours specified, it is the employee's responsibility to notify the Emergency Communications Director or designee of their interest in any potential transfer prior to the posted time for the telephone calls.

- 9.2.1.1 **Transfer Shift** bids will be awarded based on seniority pursuant to the seniority list attached as Appendix D-1, except as provided in Appendix E **and G** for **supervisors Telecommunicator Team Leaders**; however, **transfers open shifts or shift changes** may be denied for reasons related to the safe and efficient operation of the Emergency Communications Center.

- 9.2.1.2 The employee who is awarded the **transfer open shift or shift change** will be notified in writing of the transfer date, which shall be within ninety (90) days of the posting of the notice.

- 9.2.2 After completion of the bid process in 9.2.1 but prior to determining the post-training assignment for a new hire in **Telecommunications the Emergency Communications Center**, current employees of both Portland and of South Portland (who are covered by the Agreement with IAFF Local 1476) will be allowed to request a **transfer shift change** to the shift where the vacancy then exists providing they hold the same classification as the vacancy. Such requests will be considered by seniority and may be denied for reasons related to the safe and efficient operation of the Emergency Communications Center. If a request is granted, the employee will be

notified in writing of the transfer date which shall be within one hundred and twenty (120) days of the posting of the notice under 9.2.1 above.

9.3 ~~Mutual~~ Temporary and permanent shift changes ~~(i.e. from 5-8's to the combination of 2-8's and 2-12's or vice versa)~~ between employees of the same classification will be allowed pursuant to the following sections provided all parties, including the respective Supervisors and the Emergency Communications Director or designee are in agreement and neither of the positions will be a probable vacancy within a year. ~~Neither person may participate in future bidding for six (6) months.~~

9.3.1 A temporary shift change shall be defined as any shift change of twenty-eight (28) days or less in duration. A permanent shift change shall be defined as any shift change or more than twenty-eight (28) days in duration.

9.3.2 Temporary shift changes mutually agreed to between employees shall be subject to the conditions in Section 9.3 above. Temporary shift changes at the request of the Emergency Communications Director shall occur in inverse seniority. Permanent shift changes shall be first offered on a voluntary basis. If no employee or employees volunteer for a permanent shift change, the Emergency Communications Director will assign an employee or employees to a shift per needs for the Center according to inverse seniority.

9.3.3 An employee shall receive at least forty-eight (48) hours' notice prior to a temporary shift change. A permanent shift change shall require fourteen (14) days' notice to the employee or employees.

9.3.4 The Emergency Communications Director or designee may institute a temporary shift change with less than forty-eight (48) hours' notice based on either an emergency (i.e., hurricane, snowstorms) or to resolve a personal conflict between employees.

9.3.5 Available permanent shift assignments shall be opened to employees and awarded based on seniority. If no volunteer(s), assignment shall be filled by inverse seniority.

10. INSURANCE:

10.1 Life Insurance:

10.1.1 The present practice with respect to City and employee participation in the cost of the Maine Public Employees Retirement System group life

insurance premiums shall be continued for the term of this Agreement. At their own expense, employees may participate in the basic and supplemental term life insurance and dependent insurance offered by the Maine Public Employees Retirement System and governed by their procedures.

10.1.2 The City reserves the right to obtain equal to or better than the above-mentioned level of benefits from another source 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 the City's third party administrator. The City reserves the right to implement changes to this primary plan that are recommended by the Health Insurance Advisory Committee and approved by the City Manager. The City's health plan will be implemented incorporating the principles of a value-based insurance design to include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.

10.2.1.1 The City 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.

10.2.2 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; 3% for each requirement. 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.

10.2.3 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 they 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 10.2.1, 10.2.2 and 10.2.3 above.

10.2.4 The City will provide the Association with thirty (30) days prior notice of any change in insurance provider, and the Association shall have ten (10) days thereafter within which to comment on such change.

10.2.5 The City shall begin payment on health insurance premiums effective the first month following the employee's date of hire.

10.2.6 Reopener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article. The salary article shall only be reopened if the health insurance article is renegotiated and upon request of either party. Any subsequent negotiations shall be conducted in accordance with the most recent executed ground rules.

10.2.7 The City agrees to continue dependent care health benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue pre-tax health care flexible spending accounts.

10.2.8 Except as provided in 10.2.10.1 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

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

10.2.9.1 The portion of the employee's health insurance contribution for domestic partner coverage, as outlined in 10.2.3 above, will be taken on a post-tax basis.

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

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 in the plan; 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 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent/project employees who work a normal week of 21 hours or more per week are required to join the retirement system program in accordance with MainePERS Rules, or join the City's alternative ICMA-RC 401(a) plan as provided below. 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.

11.1.1 Effective as soon as possible after City Council approval of this contract, the City shall provide to all eligible employees, a retirement benefit through the Maine Public Employees Retirement System (MEPERS), pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Section 8, Subsection 5 (Special Plan Benefit plan 3C, of two thirds of the average final compensation after twenty-five (25) years of creditable service regardless of age.

11.1.2 The City currently offers an ICMA 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. Effective as soon as possible after the City Council approval of this contract, the Employer contribution to the ICMA 401(a) shall be 10%.

11.2 The City agrees to continue to participate in a qualified deferred compensation plan for permanent part-time employees who work 20 hours or less per week. The deferred compensation plan provides for immediate vesting and optional withdrawal of the account balance upon the employee's termination.

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

12. SENIORITY AND PERSONNEL REDUCTIONS:

- 12.1 Seniority is defined as continuous permanent service in the Emergency Communications Division(s), except as provided for ~~supervisors~~ **Telecommunicator Team Leaders** in Appendix E ~~and G~~ in regard to shift selection and personnel reductions. The combined Portland/South Portland communications seniority list is attached as Appendix D-1. In the event of personnel reductions, the City will identify in the budget the positions to be eliminated by classification. Individuals will be laid off on the basis of seniority and qualifications. Vacant positions will be eliminated prior to eliminating a filled position.
- 12.2 Employees may bump into other unit positions in the following order:
- 12.2.1 The employee will first be offered any suitable vacancy in the unit which the employee is qualified to perform, as determined by the City.
- 12.2.2 If there are no available positions under 12.2.1 above, the employee may bump less senior employees in positions which the City determines the employee is qualified to perform.
- 12.3 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.
- 12.4 No employee can bump into a promotional classification. An employee who bumps into a position under 12.2 above will be paid at the range for that position at the step closest to their permanent rate which does not result in an increase.
- 12.5 Employees who are laid off will receive all separation pay to which they would be entitled if they had resigned in good standing.
- 12.6 Seniority rosters will be posted in work locations and sent to the unit president in January of each year.
- 12.7 Employees who are laid-off or who bumped into positions under 12.2 above shall have a 15-month recall right to the classification from which they were laid-off and in the reverse order of lay-off. An employee on lay-off shall keep the City informed of their current address and the City may rely on its records for the last address of the laid-off 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 unit for their information.

12.8 Telecommunicator Team Leaders' seniority date will be their promotional date for purposes of shift bids and personnel reductions.

13. CLOTHING:

13.1 Work uniforms, as described below, will be issued annually to employees or on an as needed basis.

13.1.1 Telecommunicators ~~and Radio Systems Specialist (**):~~

- a.) 5 polo shirts
- b.) 2 long sleeve fleece
- c.) ~~** Winter jacket~~ 1 soft shell (fleece) vest
- d.) ~~** Steel toe footwear~~ 1 soft shell (fleece) jacket

13.1.2 The City agrees to reimburse up to three hundred dollars (\$300.00) per fiscal year for the purchase of pants (khaki colored), work shoe/boot and a black belt. There will be no rollover of funds.

13.1.3 Fire Alarm Systems Specialist **and Radio Systems Specialist** will be supplied with the following items and these items will be replaced on an as needed basis:

- a.) 5 pairs of trousers
- b.) 3 winter shirts or sweatshirts
- c.) 5 t-shirts
- d.) 1 fall/summer jacket
- e.) 1 winter jacket
- f.) 6 patches
- g.) 1 pair of coveralls
- h.) **Steel toe footwear (Radio Systems Specialist)**
- i.) **Line gear (Fire Alarm Systems Specialist):**
 - 1. Electrical gloves
 - 2. Safety boots with steel toe/shank
 - 3. Hard Hat

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 employment and for which the City

is liable under the Maine Tort Claims Act, 14 M.R.S.A. sub-section 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 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 Council may, in its discretion, and after consultations 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 that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include 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 legal 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 another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the

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 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 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 SEPARATION:

- 15.1 During the term of this Agreement, when an employee is laid off, the employee shall receive an amount equal to their salary at the time of lay-off for one-half (1/2) the number of days of their accumulated unused sick leave up to a maximum of ninety (90) days of pay.
- 15.2 During the term of this Agreement, when an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits under one of the two primary pension plans outlined in Article 11, the employee shall be entitled to receive an amount equal to their salary at the time of 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.
- 15.3 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid to the employee's designated beneficiary or estate, in the salary equivalent to one-half (1/2) of their then accumulated unused sick leave, said payment not to exceed payment for ninety (90) days.
- 15.4 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the employee's total accumulated unused sick leave balance to the employee's designated beneficiary or estate.
- 15.5 For resigning employees of good standing with less than ten (10) years of continuous permanent service with the City, payment shall be one-fifth (1/5) of accumulation with a maximum payment of twenty four (24) days; for resigning employees of good standing with ten (10) years or more of continuous permanent

service with the City, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) weeks' notice of resignation.

15.6 For purposes of this article, a day is defined as eight (8) hours.

16. SUBSTITUTIONS / SHIFT TRADES:

16.1 An employee in the unit may exchange a shift with another qualified employee on another shift, provided:

16.1.1 The exchange is approved in advance by the Emergency Communications Director or their designee, which shall be denied only for good reason.

16.1.2 The City shall not be held responsible for enforcing any agreement made between employees and shall be under no financial obligation to substitute for their duty as a substitution. **Shift or trade hours are hour for hour and not paid at the overtime rate if the hours trade exceed forty (40) hours in a pay week.**

16.1.3 Substitutions will not ordinarily be permitted for more than **one (1) rotation of either three (3) or four (4) consecutive shifts. Employees may not swap or trade shifts to use elective time off (vacation, personal, compensatory, holiday, EPL time).**

16.1.4 The substitutions are made between equally or greater qualified employees. It is the responsibility of the employee making the substitution to make sure that the shift being swapped is eligible to be paid back according to the staffing needs of the PRCC when notifications have been made. With regard to qualifications needed, it is understood that the swap on employee who agrees to the substitution will be responsible for covering the shift. **Failure of an employee to fulfill their obligation, that employee may be subject to discipline including suspension of privileges to perform trades.**

17. SICK LEAVE:

17.1 **The Fire Alarm Systems Specialist and Radio Systems Specialist shall accrue sick leave at the rate of 1.85 hours per each full payroll week with unlimited accumulation. Telecommunicators and Telecommunicator Team Leaders shall accrue at the rate of 2.77 hours per each full payroll week with unlimited accumulation. The weekly earnings rate shall be adjusted in the last week of the calendar year in accordance with annual accrual amounts of 96 hours.**

17.1.1 The new accruals will take effect upon transition to the new platoon schedule for Telecommunicators and Telecommunicator Team Leaders.

17.2 Sick leave may be used 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 their position, unless the Department Head or their designee determines that the employee is capable of other work in the Department. If requested, the employee shall furnish the Department Head or designee a certificate from their attending physician. Alternatively, the City may require the employee to submit to an examination by a physician of the City's choosing, said expenses to be borne by the City.

17.2.2 Attendance upon members of the family within the household of the employee when the illness requires care by the employee, including domestic partner and their relatives who live within the household of the employee not to exceed twelve (12) days per year, unless such leave qualifies as FMLA leave.

17.2.3 At the discretion of the Department Head or designee, sick leave may be used in the event of the death of an immediate family member as defined in 18.1.2.

17.2.4 Employees who wish to use sick leave to care for a domestic partner or member of their family in accordance with 17.2.2 above, or in conjunction with bereavement leave in accordance with 17.2.3 above, must satisfy the eligibility requirements for claiming an individual as a domestic partner under state law or City ordinance.

17.3 Sick leave use shall be evaluated by the Department Head or designee on an individual case-by-case basis and in accordance with established departmental procedure.

17.4 Conversion to Vacation Leave

17.4.1 Any permanent employee working the standard 40 hour work week who uses the equivalent of two or fewer sick days within any consecutive 12 month period may elect to convert 48 hours of accrued sick leave to 40 hours of vacation leave. Two or fewer days is equivalent to a maximum of sixteen (16) hours for employees working a 5/8 schedule or twenty four (24) hours for employees working a combination of two eight (8) hour shifts and two twelve (12) hour

shifts.

- 17.4.1.1 Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate.
- 17.4.1.2 Employees may make one of the above elections only once for any consecutive 12 month period, and only once during any 12 month period.
- 17.4.1.3 The conversion of sick leave to vacation leave shall not be permitted if doing so would result in exceeding the maximum permitted vacation accumulation.
- 17.4.1.4 Employees will have a minimum of fourteen (14) calendar days from the date they are notified of their conversation eligibility to make their election to convert sick leave to vacation time, as outlined in 17.4.1 and 17.4.1.1.

17.5 Personal Leave

- 17.5.1 Any permanent employee working a standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the fiscal year is eligible to convert up to two (2) days, or sixteen (16) hours / **twenty-four (24) hours**, of previously earned sick leave, vacation leave or compensatory time to an equivalent amount of personal leave **only during the month of July.** ~~Eligible employees may make the personal leave conversion in accordance with the provisions of 17.4.2 only during the month of July.~~ **Any permanent employee working a standard work week who has not been employed by the City for twelve (12) consecutive months as of the beginning of the fiscal year will be eligible to convert the month that they reach their one (1) year anniversary, and then during the month of July thereafter.**
- 17.5.2 Sick leave will be converted to personal leave at the time the conversion is elected. The personal leave balance will change as personal leave time is used. At the end of each fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick leave, or (2) retain unused personal leave for use in the next fiscal year. In no event shall the employee's personal leave balance exceed two (2) days at any time. Neither conversion of sick leave to personal leave nor the subsequent use of personal leave under this section shall be considered to

be use of sick leave for purposes of determining eligibility for the Chief's Perfect Attendance Program.

17.5.3 The employee will give the Emergency Communications Director or designee as much advance notice as possible but no less than twenty-four (24) hours' notice of the use of personal leave. In any case the employee will notify the Emergency Communications Director or designee of the use of personal leave in the same manner as required for sick leave. When using personal leave time, the employee is not required to give the reason for use of such time. Personal leave shall not be used on a holiday and shall not be used on a day for which the employee has requested vacation or other discretionary leave and has been denied that request. Personal leave balances are not payable at separation from employment. However, an employee shall have the option at separation to convert unused personal leave to sick leave.

18. OTHER LEAVE:

18.1 Bereavement Leave

18.1.1 An employee shall be excused from work for up to forty (40) hours because of a death in their immediate family, as defined below, and shall be paid their regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

18.1.2 Immediate family is defined as spouse, child, step-child, parent, ~~brother,~~ ~~sister~~ sibling, ~~mother~~ parent-in-law, ~~father-in-law~~, step-parents, grandparents and grandchildren. Immediate family also includes domestic partner, child of domestic partner, parents and siblings of domestic partner providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

18.2 Funeral Leave: In addition to the foregoing, 1 shift may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, ~~brother~~ sibling-in-law, ~~sister-in-law~~, or other relatives living in the same household as the employee. One (1) shift of funeral leave may be used to attend funeral of relative of a domestic partner similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

18.3 Jury/Witness Duty Leave: The City shall pay to an employee called for jury duty or as a witness to a case (wherein the employee is not a plaintiff or defendant in the case) the difference between the regular pay and the juror's pay or witness fee upon presentation of an official statement of pay received. This article does not

apply to employees required by the City to appear on behalf of the City at a court hearing; such appearances are covered in Article 24. An employee excused by the Court for any reason shall be required to return to work promptly thereafter, except when arrangements have been made for replacement for a given work period.

18.4 Military Leave: Military leave and rights to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law as may be amended from time to time. Any person restored to service under such law shall be restored with accrued seniority.

18.5 Reserve Service Leave rights to re-employment after such leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable federal and/or state law as may be amended from time to time. 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 they been in the City service during this period. The employee using reserve service leave shall furnish the Emergency Communications Director with an official statement of reserve service pay received.

18.6 Any disputes as to rights under applicable federal and/or state law in regard to military leave and reserve service leave are not arbitrable but may be determined by a court of competent jurisdiction.

18.7 Extended Medical Leaves of Absence:

18.7.1 Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family and Medical Leave Act and the Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act (the "ADA") and other applicable Maine law, the City shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the City. In some instances, a reasonable accommodation may take the form of an extended unpaid leave of absence. The employee must inform the City of the need for an accommodation and should do so as soon as practicable upon becoming aware that a workplace barrier exists. If the need for an accommodation is

not obvious or the employee has not already provided sufficient information to substantiate their qualifying medical condition, the City may request documentation of the individual's medical condition. The City may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The City and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.

If leave is determined to be necessary, the initial period of disability leave will be processed as Family Medical Leave twelve (12) weeks under Federal law or ten (10) weeks under the Maine law if the disability is a serious health condition as defined by the Family Medical Leave Act and the employee is otherwise eligible.

18.7.2 Absent unusual circumstances, the employee shall submit written notification to their Human Resources representative at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. The Human Resources representative may require the employee to provide a statement from their physician setting forth (1) the anticipated duration of the disability, and (2) whether they may continue to perform their work assignments.

18.7.3 Upon written request of the employee submitted to the Human Resources representative at least two weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Emergency Communications Director and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time.

18.7.4 Disability leaves of absence, including extensions and renewals, will not be approved for a total combined period in excess of twelve (12) months from the start of the leave. At the expiration of the twelve (12) months, any requests for extension beyond the twelve (12) months will be evaluated according to physician recommendations in accordance with applicable law.

18.7.5 Accumulated sick leave benefits shall be applied to any portion of the requested or required leave so eligible at the option of the employee, but cannot be used to extend a disability leave beyond the twelve-month (12) period.

18.8 Short-Term Leave of Absence: A regular employee may be granted a leave of absence without pay by the Emergency Communications Director when approved

by the Director of Human Resources, for a period deemed necessary by the employee for the purpose of the leave, but not in excess of 60 days. The employee requesting such leave must make written request at least two weeks in advance of the request date leave is to begin, unless the reason for such leave is of such an emergency nature as to preclude this requirement.

- 18.9 Special Leaves (Long-Term): The City Manager, upon the recommendation of the Emergency Communications Director and the Director of Human Resources, may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business; or for purposes other than the above that are deemed beneficial to the City service. The employee requesting such special leave must make written request at least two weeks in advance of the date leave is requested to begin, unless the reason for such leave is of such an emergency nature as to preclude this requirement.

18.10 Family Medical Leave (FMLA)

- 18.10.1 Consistent with applicable state or federal Family Medical Leave laws, employees may be eligible for unpaid, job-protected leave of up to twelve (12) weeks. Requests for leave pursuant to this provision shall be made to the Director of Human Resources and will be administered in accordance with the applicable law, as may be amended from time to time. An employee who has been employed for twelve (12) consecutive months and who has worked 1250 hours in the last twelve months may be entitled to up to a total of twelve (12) weeks of Family Medical leave in any twelve (12) month period. 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 hourly 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 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 into 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.

18.10.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner, or child or parent of domestic partner, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

18.11 Failure on the part of an employee to return to work on the expiration of the granted leave without having arranged for an extension, or absence from work without a written request for and approval of an extension of the leave, shall be deemed a resignation from service.

18.12 Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious manner, but remain discretionary with the City, consistent with applicable law.

18.13 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, vacation, personal leave or compensatory time during such leave. Employees are responsible for making payment of their portion of weekly benefits premiums, including, but not limited to, health insurance, dental insurance, retirement, Association dues, etc. that may apply, after accrued benefit time being used to pay for said premiums has been exhausted. Failure of the employee to keep current with weekly benefits premiums as applicable may result in termination of benefits/coverage. Employees on approved leave of absence shall inform the Human Resources department as to how they wish to pay for their portion of benefits premiums. The employee will accrue holiday, vacation or sick leave during the first twelve weeks of such leave. After the first twelve weeks, there will be no further accrual of holidays, sick or vacation leave. Seniority, however, will accrue during the term of the leave.

19. GRIEVANCE PROCEDURE:

19.1 Should the Association feel aggrieved concerning the interpretation or application by the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:

19.1.1 The Association, through its authorized representative, shall take up the grievance with the ~~employee's immediate supervisor~~ Emergency Communications Deputy Director of designee. The ~~supervisor~~ Deputy

Director or designee shall meet with the Association within five (5) calendar days of receipt of notification of the grievance from the Association.

19.1.2 If the Association and the **supervisor** **Emergency Communications Deputy Director or designee** have not resolved the grievance, the Association may submit the details of such grievance in writing to the Emergency Communications Director within ten (10) calendar days after meeting with the **supervisor** **Emergency Communications Deputy Director** under Step 19.1.1, such details to include:

19.1.2.1 a statement of the grievance including the facts surrounding the issue;

19.1.2.3 identification of the clause, section or provision of the Agreement which is in dispute; and

19.1.3.3 the remedial action requested, when possible or practicable.

Within ten (10) calendar days after the Emergency Communications Director receives such grievance ~~s/he~~ **they** shall meet with a representative of the Association, the employee, and other persons deemed necessary for the purpose of adjusting or resolving the grievance. The Emergency Communications Director shall render a decision in writing within ten (10) calendar days after such meeting.

19.1.3 Within twenty (20) calendar days of receipt of the decision of the Emergency Communications Director, the Association may appeal the decision to the Portland/South Portland Public Safety Dispatch Board of Governance (Appendix I - the "Board") as defined in the Inter-Local Agreement dated July 17, 2007, by filing a copy of the written grievance and the response at Step 19.1.2 with the Chair of the Board. The Board, or its designated representative(s), shall meet with the Association within ten (10) calendar days and provide the Association with a written decision within ten (10) calendar days after such meeting.

19.1.4 In the event that the decision of the Board rendered pursuant to 19.1.3 above is not acceptable to the Association, within twenty (20) calendar days after receipt of the decision at Step 19.1.3, it may request in writing that the matter be submitted to mediation. If the parties mutually agree that mediation is appropriate, a mediator acceptable to both parties shall be selected within thirty (30) calendar days of the request for mediation. If mediation (i) is not requested, (ii) does not resolve the grievance, or (iii)

either party declines to mediate in writing to the other party, then the Association may request arbitration as provided in 19.1.5 below. A party's decision to request or decline mediation in any grievance shall not be used or held against either party in any future grievance or arbitration, nor shall it establish any precedent.

19.1.5 In the event that the decision of the Board rendered pursuant to 19.1.3 above is not acceptable to the Association, and/or the parties have exhausted all remedies including Mediation as set forth in 19.1.4 above, within twenty (20) calendar days after receipt of the decision at Step 19.1.3 if mediation is not requested, or within twenty (20) calendar days after mediation is declined or occurs without resolution, the Association may request in writing that the matter be submitted to arbitration. The City and the Association shall mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within ten (10) calendar days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Association. Said Arbitrator shall not have authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the mediation services and/or the arbitrator, and of the arbitration, shall be borne equally by the parties.

19.1.6 The time limits for processing of grievances and for written decisions of the City may be extended by written or electronic communication indicating the mutual consent of the parties. Steps 19.1.1 and 19.1.2 in the grievance procedure may be waived by written or electronic communication indicating the mutual consent of the parties.

19.1.7 At Steps 19.1.2 and 19.1.3 of the grievance procedure, the Emergency Communications Director or Board of Governance may designate a duly authorized representative(s) to act on their behalf.

19.1.8 All grievances shall be commenced not later than thirty (30) calendar days after the occurrence of one of the following two events, whichever shall be later in time:

19.1.8.1 The time of the occurrence of the event giving rise to the grievance; or

19.1.8.2 The time the event became known to either the Association or the employee concerned.

19.1.9 Time limits for appeals and for written decisions by the City may be extended by mutual consent of the parties. In the event that the City representatives fail to respond within the specified time limit, the Association and grievant may appeal to the next level.

20. DISCIPLINE:

- 20.1 Disciplinary actions shall not be taken without just cause in accordance with City of Portland administrative regulation 25. Just cause shall be deemed to include, but not be limited to, violation of departmental rules and regulations, incompetence, misconduct, negligence, insubordination and intoxication or being under the influence of controlled substances, apart from duly prescribed medications.
- 20.2 The City recognizes the right of employees to request Association representation at disciplinary hearings or investigative interviews.
- 20.3 The Association shall receive written notice of written warnings and suspensions within five (5) days after the effective date of the action. The Association will be copied on all pre-termination hearing notices.
- 20.4 Written reprimands shall not be used against the employee after a period of two (2) years, provided that there has not been a recurrence of a similar offense during that two-year period.

21. SAVINGS:

- 21.1 If any provision of this Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid or subsisting to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

22. VACATIONS:

22.1 Accruals:

- 22.1.1 ~~All permanent employees~~ The Fire Alarm Systems Specialist and Radio Systems Specialist covered by this Agreement shall accrue .77 hours of vacation leave per full payroll week in the first through the second years of service. All Telecommunicators and Team Leaders shall accrue .81 hours of vacation leave per full payroll week in the first through the second years of service.

22.1.2 ~~All employees~~ The Fire Alarm Systems Specialist and Radio Systems Specialist covered by this Agreement shall accrue 1.54 hours of vacation leave per full payroll week in the third through the sixth years of service. All Telecommunicators and Team Leaders shall accrue 1.62 hours of vacation leave per full payroll week in the third through the sixth years of service.

22.1.3 ~~All employees~~ The Fire Alarm Systems Specialist and Radio Systems Specialist covered by this Agreement shall accrue 2.31 hours of vacation leave per full payroll week in the seventh through the nineteenth years of City service. All Telecommunicators and Team Leaders shall accrue 2.42 hours of vacation leave per full payroll week in the seventh through the nineteenth years of service.

22.1.4 ~~All employees~~ The Fire Alarm Systems Specialist and Radio Systems Specialist covered by this Agreement shall accrue 3.08 hours of vacation leave per full payroll week in the twentieth and succeeding years of City service. A

II Telecommunicators and Team Leaders shall accrue 3.24 hours of vacation leave per full payroll week in the twentieth and succeeding years of City service.

22.1.4.1 The new accruals will take effect upon transition to the new platoon schedule for Telecommunicators and Telecommunicator Team Leaders.

22.1.5 Effective July 1, ~~2008~~ 2024, no more than ~~160~~ 200 hours of vacation leave may be accumulated and carried over by an employee. However, the payout upon separation for vacation leave for this article will be a maximum of 160 hours.

22.1.6 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this article, years of service is defined as consecutive City service. ~~The weekly earnings rate shall be adjusted on the last pay period of the calendar years in accordance with the annual accrual amounts of 40, 80 hours, 120 hours and 160 hours.~~

22.1.7 Employees who ~~earn vacation leave at a rate of 1.54 hours or more of vacation leave per full payroll week~~ have worked three (3) or more consecutive years may convert cash in one (1) week of vacation time per ~~to one (1) week's cash bonus once during any~~ calendar year.

22.2. Upon execution of this Agreement, and to the extent possible and consistent with the needs of the department, vacation scheduling of employees, other than Fire

Alarm Systems Specialist and Radio Systems Specialist, will be subject to the following:

- a. Employees will be divided into four (4) Telecommunicator groups and one (1) ~~supervisor~~ **Telecommunicator Team Leader** group as provided in Appendix F.
- b. One (1) Telecommunicator from each group can be on vacation at the same time, and one additional Telecommunicator from any one of the four (4) groups can be on vacation at that time, for a total of five (5) Telecommunicators on vacation at the same time; at no time would more than two (2) people in the Telecommunicator group be allowed to be on vacation during the same Sunday – Saturday week; and
- c. In addition to the Telecommunicators, one ~~supervisor~~ **Telecommunicator Team Leader** can be on vacation at a time during a Sunday to Saturday week.
- d. Notwithstanding the foregoing, during the months of June, July and August, except for the Sunday – Saturday week during which the fourth of July falls, one (1) additional employee (Telecommunicator or ~~supervisor~~ **Telecommunicator Team Leader**) can be on vacation;

22.2.1 The foregoing provisions shall apply to requests for vacation of one full work week or more.

22.2.2 Request for partial week vacations or single day vacations shall be granted at the discretion of the Emergency Communications Director or their designee.

22.3 Vacation "picks" shall **occur between October 1 and October 31 and** be done by seniority in Appendix D-1, pursuant to the following:

22.3.1 **Employees may bid no more than two (2) consecutive shift rotations or fourteen (14) calendar days inclusive of scheduled days off during the first round only. However, each employee shall be permitted to pick a minimum of one full week of vacation in the first round. Employees may pick any additional weeks of vacation in following rounds, or they may choose to float any additional vacation time after selection of the one week.**

22.3.2 Drawing for partial vacation weeks will be done after the rounds of drawing for full weeks has been completed.

~~22.3.3 Between October 1 and October 31, the Emergency Communications Director, or their designee, shall initiate and complete the vacation selection process for the subsequent calendar year.~~

22.3.3 Eligibility for vacation shall be based upon the prospective amount which will be earned by the employee during the year for which the selection is being made. In the event an employee resigns, retires, or is terminated prior to earning vacation time which has already been taken, the amount paid to the employee for such unearned time will be deducted from their final paycheck.

22.3.4 An employee that bids a vacation during the annual vacation bid process as outlined in this section and does not have the vacation time available to take at the time of the approved vacation shall have their vacation bid canceled and be required to report to work for their regular shift(s).

22.4 Subsequent to completion of the vacation pick process outlined in Section 22.3, any uncommitted earned leave, other than sick leave or a leave of absence, may be requested for the next calendar year on a "first come" basis and shall be granted at the discretion of the Emergency Communications Director, or designee. The Emergency Communications Director, or designee, shall determine whose request is first based upon the received date and time, with seniority used to break any "tie" in such date and time. All such requests shall be made by departmental policy.

22.5 Cancellation of previously approved vacations under this Article may occur in the event of an emergency as determined by the Emergency Communications Director or designee. Nothing in this Article shall be construed as limiting, modifying, or constraining the City's right to determine and set levels of manpower and the City's right to manage and direct its employees.

22.6 Fire Alarm Systems Specialist and Radio Systems Specialist are to submit their vacation requests and/or EPL requests for purposes of vacation at least two (2) weeks in advance, except in the event of extenuating circumstances. The Fire Alarm Systems Specialist must receive approval by the Fire Chief or designee. The Radio Systems Specialist must receive approval from the Emergency Communications Director.

22.7 Once vacations have been scheduled, an employee may change the dates of their vacation subject to availability of desired dates.

22.8 Earned Paid Leave

22.8.1 Upon execution of this Agreement and pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.

22.8.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.

22.8.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in Article 22.

22.8.4 Employees hired on or after July 1, 2008 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over this amount is forfeited at the time of termination of employment.

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

~~22.8.6 Effective one time only, on December 31, 2022, employees may convert any accrued but unused EPL to vacation time, up to their maximum vacation accrual.~~

23. HOLIDAYS:

23.1 The following holidays shall be paid holidays as of the day observed, or the actual day as noted below, for all employees covered by this Agreement:

- 23.1.1 New Year's Day
- 23.1.2 Martin Luther King's Day,
- 23.1.3 President's Birthday
- 23.1.4 Patriot's Day
- 23.1.5 Memorial Day
- 23.1.6 Juneteenth (June 19th)
- 23.1.7 Independence Day (4th of July)
- 23.1.8 Labor Day

- 23.1.9 Indigenous Peoples' Day
- 23.1.10 Veteran's Day
- 23.1.11 Thanksgiving Day
- 23.1.12 Christmas Day (Actual holiday)

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 In addition to the foregoing holidays, each employee in the unit shall be entitled to one (1) floating holiday annually. The date on which Telecommunications personnel take the floating day is to be worked out in advance with the Emergency Communications Director or designee. The Fire Alarm Systems Specialist and the Radio Systems Specialist will take their floating holiday on the day after Thanksgiving Day.
- 23.3 If one of the above-described holidays falls on an employee's regularly scheduled work day, such employee shall receive their regular pay plus a compensatory day off, which shall be eight (8) hours or twelve (12) hours depending upon the employee's regular work schedule for the day of the holiday. In lieu of a compensatory day off, an affected employee may elect to cash in the holiday for eight (8) or twelve (12) hours of pay. If the employee is on scheduled vacation, the employee will receive holiday pay unless they opt to charge the observed holiday as a day of vacation leave. If the employee elects this option they will also receive a holiday credit. In no event shall an employee be permitted to charge an observed holiday as a day of sick leave.
 - 23.3.1 Employees who work on the actual Christmas Day (12/25) and/or 4th of July (7/04) will receive additional holiday pay at the employee's straight time rate for actual hours worked.
- 23.4 If one of the above-described holidays falls on an employee's regularly scheduled day off, the employee shall be credited with a compensatory day off, to be utilized within calendar year of accrual. Alternatively, an employee may elect to receive compensation of the day's pay in lieu of a compensatory day off.
- 23.5 In no event may more than five (5) holidays (forty (40) hours total) be carried over to the next calendar year. **For Telecommunicators and Telecommunicator Team Leaders no more than four (4) holidays (forty-eight (48) hours total) may be carried over to the next calendar year.**
- 23.6 In the event of an employee's separation from City service no more than five (5) accumulated holidays (forty (40) hours total) shall be compensated for by the City

except, in the case of medical disability, the actual number of accumulated holidays shall be compensated for, up to a maximum of ten (10) accumulated holidays (eighty (80) hours total).

- 23.7 The City agrees to keep a written record of employees' holidays and to furnish this information to an employee upon request.
- 23.8 Time off requests are to be submitted to the appropriate Department or Division Head at least two (2) weeks prior to the desired shift(s) off. Holiday requests may be submitted during the first two (2) weeks of December for the following year. Such requests will be evaluated in accordance with procedures outlined in Article 22.2 providing staffing needs can be fulfilled with available unit personnel. An employee shall be entitled to withdraw a request for use of holiday time up to 48 hours prior to the scheduled time provided the employee obtains agreement of the replacement prior to notifying management of the cancellation.
- 23.9 The Maine Public Employees Retirement System clarified their definition of earnable compensation effective July 1, 1990. Effective August 1, 1991, employees who cash in holiday credits will not have pension contributions deducted from those payments. Holidays cashed in after the week in which they occur will be pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal to forty (40) hours.

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

- 23.10 Cancellation of previously approved holiday time under this Article may occur in the event of an emergency as determined by the Emergency Communications Director or designee. Nothing in this Article shall be construed as limiting, modifying or constraining the City's right to determine and set levels of manpower and the City's right to manage and direct its employees.

24. OVERTIME:

- 24.1 Employees who work hours in excess of forty (40) hours per week will be compensated at one and one-half times their total hourly rate. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act. Employees who work hours in excess of ~~sixty (60)~~ **fifty-six (56)** hours in a week will be compensated at two times their total hourly rate as defined above. **Only hours worked in the dispatch center shall count towards the fifty-six (56) hours to be compensated at two times an employee's hourly rate. All other hours in excess of forty (40) hours worked shall be**

compensated at one and one-half (1 ½) the employee's hourly rate. Upon the mutual agreement of the employee(s) and the Emergency Communications Director or Designee, prior to the performance of any overtime work, employees who work in excess of forty (40) hours per week shall be entitled to receive compensatory time off ("CTO") in lieu of overtime pay for hours worked in excess of forty (40) hours per week. Earned CTO shall be calculated at the rate of one and one-half times the number of hours worked in excess of Forty (40) for that work week.

If either the employee or the Emergency Communications Director do not agree on compensation in the form of compensatory time off for overtime hours worked in excess of forty (40) hours in a work week then the employee shall be paid for any overtime hours worked.

Employees may elect to cash in compensatory hours for cash but must be a minimum of eight (8) hours. Those hours cashed in shall be paid at the straight time rate. Employees are entitled to be paid upon separation of employment for all unused, accrued compensatory time.

- 24.2 Call-In Time: If an employee is called in to work outside of their regularly scheduled shift, the employee shall receive a minimum of three (3) hours straight time pay or may receive one and one-half times their base hourly rate **under the provisions outlined 24.1**, whichever is greater, but not both.
- 24.3 The City reserves the right to assign overtime vacancies to be filled by proficiently deemed members of another classification or union within the Unit where necessary under the circumstances. In such cases, members of a higher pay classification shall receive their own rate of pay.
- 24.4 Vacant shifts will be filled in accordance with the following procedures:
 - 24.4.1 When management determines a vacant shift needs to be filled, and a trained person on that shift is not available to fill the vacancy, management will attempt to fill that shift as an overtime shift on a voluntary basis by canvassing other employees in the same classification in accordance with departmental policy.
 - 24.4.2 If the vacant shift position is not filled through the procedure outlined in 24.4.1, management will canvass qualified employees in other bargaining units, if the vacant shift is still not filled, management will canvass the Reserve Group before initiating the force procedure outlined in 24.4.3.
 - 24.4.3 If an overtime shift cannot be filled through the voluntary procedures described in 24.4.1 and 24.4.2, employees may be forced to work an

overtime shift. A rotating force procedure will be used that forces employees to work an extension of their regular shift. One employee will be held at the end of their shift and another employee will be called in early in order to cover the vacant shift. No employee will be required to work more than sixteen (16) consecutive hours. The initial persons forced from a given shift will be the junior qualified person on their shift and subsequent forces from that shift will rotate in order of reverse seniority. In the event that the individual scheduled to be forced in does not arrive as scheduled, the employee held over may be required to work the full shift. Employees may not leave work until relief arrives or they receive management's approval to leave, provided, however, that Telecommunicators shall not be required to work more than sixteen (16) consecutive hours and shall not be forced without a six (6) hour break. Forces shall be based on the date and time of the last force and then seniority

The force procedure shall not apply to an employee on their regularly scheduled day off, nor to an employee on scheduled vacation nor to an employee off on a full week of holidays. An employee shall be "on scheduled vacation" as of the completion of their work shift immediately prior to vacation and until they are scheduled to return to their regular work shift after their scheduled vacation. The foregoing shall also apply when an employee is off on a full week of holidays. Except as provided for the full holiday week, this exception shall not apply to holidays, personal days or other types of leave days.

24.4.3.1 In the event that a position needs to be filled by forcing an employee, employees shall be forced in the following order:

1. Employee coming on or coming off duty
2. Employees on a Personal day
3. Employees on a Holiday
4. Employees on a single vacation day
5. Employees on a bidded vacation day
6. Employees on a bidded holiday week
7. Employees on a bidded vacation week
8. Employees on EPL

24.4.4 Notwithstanding any other provision of this Agreement, the parties agree that any employee who is scheduled to work a shift and is forced to work additional hours before or after the given shift will be compensated at one and one-half (1-1/2) time their total hourly rate of pay for those additional hours worked.

24.4.5 The workday is defined as starting at ~~midnight~~ 0600 hours (6:00 AM) and ends at 0559 (5:59 AM) the following morning. The work week starts at 0600 hours (6:00 AM) Sunday morning ending at 0559 (5:59 AM) the following Sunday morning.

24.5 Employees who are required by the City to appear on behalf of the City at a Court hearing during off-duty hours will be compensated with four (4) hours of straight time pay or time and one-half pay for actual time spent in pre-trial and trial proceedings, whichever is greater. Employees who are on-duty will receive straight time pay for the hours spent in pre-trial and trial proceedings. In the event that the time spent in pre-trial or trial proceedings begins during on-duty hours and extends into off-duty hours, the employee will be eligible for overtime pay for the additional hours but will not be eligible for the four (4) hour minimum for the off-duty hours. The Chief may, at their discretion, approve additional compensation for travel time as ~~he~~ they deems appropriate.

25. WAGES:

25.1 Upon the execution of this Agreement by all parties, the pay plans (Appendix H) will be adjusted as follows:

25.1.1 Effective July 47, 2021~~24~~, employees will receive ~~increases~~ a 3% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix H.

25.1.2 Effective July 36, 2022~~25~~, employees will receive a 03% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix H, ~~except that the Fire Alarm Specialist and the Radio Systems Specialist will receive a 2% across the board increase (Appendix H) as they are not eligible for the Special 3C Retirement Plan.~~

25.1.3 Effective July 25, 2023~~26~~, employees will receive a 3% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix H.

25.2 Retroactive pay increases will be paid to active employees [and retirees for any period of active employment after July 47, 2021~~24~~ and prior to retirement] as of the date of signing this Agreement, for the period beginning July 47, 2021~~24~~ through the date that the 2021~~24~~ wage increase is implemented [the "period of retroactivity"]. Retroactive pay for the period of "retroactivity" will be determined by multiplying the difference between the employee's base wage during the same time period, as determined by Appendix H, times the number of weeks at the new base wage and including all overtime. In the case of a promotion during the period of retroactivity, the employee's pay will be based upon their time in each position.

~~25.3 In the event that an employee is promoted to another unit position, then such employee will be paid at the minimum rate of the range for their position or shall receive a 5% increase, whichever is greater.~~

25.3 Placement of new hires on the salary schedule may be up to the top step for Telecommunications personnel and up to the top step for Fire Alarm personnel at the sole discretion of the City Manager. These discretionary placements must meet the qualifications of the position and have the requisite prior experience. Furthermore, any such placement is for pay purposes only.

25.4 In the event that an employee is demoted to another unit position, then such employee will be paid at the rate which does not result in a salary increase on the anniversary date of the collective bargaining agreement regardless of seniority in the new classification.

25.5 The employee's step movement on the pay plan shall be determined by the employee's appointment date. Appointment date is the date the employee was hired in their current position.

25.6 Employees who are designated to be in charge on a temporary basis will be paid at the ~~recruit rate of the appropriate supervisory pay scale or at the rate on the Supervisor scale which guarantees them a three percent (3%) increase, whichever is greater.~~ hourly rate of an additional two dollars (\$2.00) per hour for hours the employee was designated to be in charge.

25.7 Stipends and Night Shift Differential for Telecommunications Personnel

25.7.1 The EMD and EFD certifications stipend was added into the hourly rate of pay and the stipend was eliminated. The employee must keep all certifications up-to-date. In consideration for the pay increase outlined in this paragraph, employees will be responsible for performing Emergency Medical Dispatch and Emergency Fire Dispatch protocols and any future Police protocols that may be enacted.

25.7.2 ~~Field Training Telecommunicators will receive a stipend of one dollar and twenty five cents (\$1.25) per hour for all hours worked. A maximum of fifteen employees will be eligible for this stipend. The Radio Systems Specialist is eligible for the training stipend but only for hours spent actually training other employees. *Effective July 3, 2022~~ A maximum of two (2) Telecommunicators per squad (A, B, C, D) will be a designated Training Officer, EMD-Q and EFD-Q eligible for and receive a stipend of one dollar and seventy-five cents (\$1.75) per hour for all hours worked. Any employee assigned to train another employee or employees who are not

designated as a Training Officer shall receive an additional one dollar and fifty cents (\$1.50) per hour for actual hours training.

25.7.3 Telecommunications employees trained and designated as Incident Dispatchers (ID) by the Emergency Communications Director shall receive an hourly stipend of \$0.25 per hour included in their regular rate of pay. Communications Unit Leaders (COML) certified employees shall receive an additional hourly stipend of \$0.25 included in their regular rate of pay. The Emergency Communications Director (ECD) may limit the number of employees so designated.

25.7.4 The City shall pay to eligible telecommunications employees an hourly educational stipend to be included in the employee’s regular rate of pay based upon educational level attained above high school. The hourly stipend is based on a forty (40) hour work week, as follows:

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

25.7.5 Night Shift Differential

25.7.5.1 ~~Telecommunicators shall be paid a night shift differential as follows:~~ Telecommunicators working between the hours of 1800 – 0600 (6:00pm – 6:00am) shall be paid an additional \$.75/hour for hours worked on an hour-for-hour basis. Hours worked as defined in Section 26.3.1 of this Agreement shall not apply.

A. 8 hours x 5 day shift:	
2 pm – 10 pm:	.55/hour
2pm – 10 pm + 1800 – 0600:	.60/hour
10 pm – 6 am:	.60/hour
10 pm – 6 am + 1800 – 0600:	.65/hour
B. 12/8 hours x 4 days shift:	
2 pm – 10 pm + 6 pm – 6 am:	.60/hour
6 pm – 6 am + 10 pm – 6 am:	.60/hour
6 am – 6 pm + 2 pm – 10 pm:	.60/hour
10 pm – 6 am (1 shift)	

+2 pm – 10 pm (1 shift)	
+2 pm – 2 am (2 shifts):	.60/hour

~~25.7.5.2 Telecommunications Supervisors working the 12/8x4 weekly shift shall be paid a night shift differential as follows:~~

2 pm – 2 am:	.55/hour
6 pm – 6 am + 10 pm – 6 am:	.65/hour
10 pm – 6 am + 6 pm – 6 am:	.65/hour

~~25.7.5.3 The foregoing night shift differential is noted on Appendix F. In the event of any conflict, the Appendix shall control.~~

~~25.7.5.4 Telecommunications employees assigned to the above shifts but who work a part of their week on days at the Department's request will receive a shift differential; however, those employees assigned to these shifts who work a part of their week or a full week on days at their own request will not receive a shift differential.~~

~~25.7.6 Telecommunications employees who are not regularly assigned to one of the above shifts and who are assigned to work one of the above shifts for less than a full week are not eligible for a shift differential. Telecommunications employees who are not regularly assigned to one of the above shifts but who are temporarily assigned by the Department to one of these shifts for a full week or longer are eligible for the appropriate shift differential for the duration of the assignment.~~

~~25.7.7 Employees who receive certification of being a Notary Public receive a \$.25 per hour stipend. Effective July 4, 2021 this stipend is built into the pay plan and is part of base rate. Current employees as of July 3, 2022 will have twelve (12) months to become a Notary Public. All newly hired employees will have ~~six (6)~~ **twelve (12)** months to become a Notary Public. The City will pay for the class and any costs associated with becoming certified or ongoing costs for recertification.~~

~~25.7.8 Employees who receive the Quality Improvement Certification (ED-Q) will receive a \$.25 per hour stipend. In order to receive the stipend, an employee must be dual qualified in both EMD-Q and EFD-Q. Effective July 3, 2022.~~

25.8 Stipends and Stand-By Pay – Fire Alarm Systems Specialist/Radio System Specialist

~~25.8.1 The Fire Alarm Specialist or the Radio System Specialist who obtain their International Municipal Signalman's Association Level II certification are eligible for a \$15 per week stipend effective at the beginning of the pay period after the City receives verification of the certification. The stipend shall continue for the duration of the current collective bargaining agreement providing the employee maintains their certification. The Fire Alarm Systems Specialist and the Radio Systems Specialist who obtain the following licenses or certifications shall be entitled to have the following stipends added to their base wage as defined in Appendix H of this Agreement:~~

1. International Municipal Signalman's Association Level II (IMSA II)
2. Radio Programming (RPRG)
3. General Radiotelephone Operator License with Elements I & III (GROL) – Bi-Directional Antenna System (BDAs)

In addition to above licenses and certifications the Fire Alarm Systems Specialist and Radio Systems Specialist who have/or obtain one of the following electrician licenses shall be entitled to an additional stipend added to their hourly base wage:

1. Journeyman Electrician License (JEL)
2. Limited Master Electrician License (LMEL)
3. Master Electrician License (MEL)

The stipends for the above licenses and certifications are defined as the following:

- a. IMSA II \$0.38/hour
- b. RPRG \$0.38/hour
- c. GROL (BDAs) \$0.63/hour
- d. JEL / LMEL / MEL \$0.38/hour

The maximum stipend for the above listed licenses or certifications shall not exceed a combined three (3) stipends or \$1.39/hour.

~~25.8.2 The Fire Alarm Specialist or the Radio System Specialist who possesses a Journeyman Electrician License or who obtain such license during the term of the contract are eligible to receive a \$15 per week stipend effective at the beginning of the pay period after the City receives verification of the certification. The stipend shall continue for the duration of the current~~

~~collective bargaining agreement providing the employee maintains the certification.~~

~~25.8.3 The Fire Alarm Specialist or the Radio System Specialist who possesses a Master or Limited Master Electrician License or who obtain such license during the term of the contract are eligible to receive an additional \$15.00 per week stipend, for a maximum weekly stipend amount of \$30.00 per week for Electrician licenses, effective at the beginning of the pay period after the City receives verification of the certification. The stipend shall continue for the duration of the current collective bargaining agreement providing the employee maintains the certification.~~

~~25.8.4 Fire Alarm Specialist or the Radio System Specialist who have successfully completed the required training and who are assigned to program radios for the Fire Department will receive a \$15 per week stipend.~~

25.8.2 Fire Alarm Systems Specialist and the Radio Systems Specialist will receive ~~one hour~~ **one and one-half (1-1/2) hours** of pay at their base rate of pay per day, seven days per week including Holidays. When scheduled to be on-call, employees will carry a pager on their person, or be available via cell phone and will respond to questions over the phone. The employee on call will respond to work as needed and within a reasonable time frame, but not to exceed one (1) hour. The employee on call will not receive any extra compensation for responding to questions over the phone but will receive additional compensation as outlined in 24.2 when it is necessary for them to report to work in response to a page.

25.8.3 Fire Alarm Systems Specialist and the Radio Systems Specialist are eligible for the educational incentive as provided in Section 25.8.4 above.

25.9 The City has implemented a paperless pay stub system. All current and newly hired employees will have mandatory direct deposit for all monies owed by the City. If employees do not want to have their monies owed direct deposited, they will receive a reloadable debit card. The reloadable debit card will be supplied and replaced by the City at no cost to the employees.

26. HOURS OF WORK:

26.1 The regular work week for Fire Alarm Systems Specialist and Radio Systems Specialist shall ~~consist of five (5) eight (8) hour shifts~~ **be any schedule from Monday to Friday consisting of eight (8), ten (10), or twelve (12) hours or any combination of hours not to exceed forty (40) hours in a seven (7) day week.** The regular work cycle for Telecommunications shall **be any schedule consisting of eight (8), ten (10), or twelve (12) hours of any combination of hours not to exceed forty-eight**

(48) hours in a seven (7) day week. consist of either five (5) eight hour shifts or a combination of two eight (8) hour shifts and two twelve (12) hour shifts. A copy of the schedule is attached as Appendix F.

26.1.1 Hours worked in excess of forty (40) hours on the seven (7) day cycle of Sunday through Saturday will be paid in accordance with Article 24.

26.1.2. Notwithstanding any other provision of this Agreement, the schedules of the three (3) least senior employees of each discipline, Call Taker, Police Dispatcher and Fire Dispatcher whom the City determines possess the qualifications necessary may be modified for the safe and efficient operation of the Emergency Communications Center. Except in the event of an emergency or for good cause, the City agrees to provide the employee with two (2) weeks advance notice of work schedule changes.

26.2 Employees shall be paid for the hours they actually worked in the preceding week (Sunday through Saturday).

26.3 Hours Worked

26.3.1 For the purposes of this Article "hours worked" shall mean only the following:

- (a) Hours actually worked for and paid by the City of Portland.
- (b) Hours compensated for by holiday compensatory time off.
- (c) Hours compensated for by vacation pay.
- (d) Hours compensated for by bereavement leave pay.
- (e) Hours compensated for by personal leave.

26.3.2 For the purpose of this Section, "hours worked" shall not include:

- (a) Hours compensated by sick leave.
- (b) Hours compensated by for reserve service leave or military special duties.
- (c) Hours compensated for by jury/witness pay.
- (d) Hours compensated for by "extra-hazardous injury" pay.

- (e) Hours compensated for by Worker's Compensation pay.
- (f) Hours compensated for by funeral leave.
- (g) Earned compensatory hours cashed in.

26.4 The City reserves the right to assign overtime vacancies to be filled by members of another classification within the unit where necessary under the circumstances. In such cases, members of a higher pay classification shall receive their own rate of pay.

27. LICENSE FEES:

- 27.1 The City agrees to continue to pay the renewal fees for the State Electrician Licenses for the Fire Alarm Systems Specialist and the Radio Systems Specialist on the same basis as it has in the past.
- 27.2 The City agrees to pay the certification and recertification licensing fees for Emergency Medical Dispatch (EMD) and Emergency Fire Dispatch and/or any Police protocols required by the State for Telecommunicators.
- 27.3 The City agrees to pay the certification and recertification fees for becoming a Notary Public.

28. TIME OFF WHILE PERFORMING ASSOCIATION BUSINESS:

- 28.1 Association representatives shall be allowed reasonable time off without loss of any pay or other benefits for representation and to represent members at any grievance procedure or departmental hearing and shall be allowed sufficient time to interview and represent a requesting member during all stages of a grievance procedure.
- 28.2 Members of the Negotiating Committee shall be allowed sufficient time off without loss of pay or other benefits to represent the Association on all negotiations with the City concerning the Collective Bargaining Agreement.
- 28.3 The Association shall keep a list of all such Representatives referred to above, to be kept at the office of the Department Head or **his** **their** designee for the purpose of verifying the status of the Association's President, Board of Directors, Executive Committee, Negotiating Committee and Representatives.

29. STRIKES, SLOWDOWNS AND LOCK-OUTS:

29.1 The parties hereto agree that there will not be, and that the Association, its officers, members, or agents, will not engage in, encourage, sanction, or suggest strikes or slowdowns which would involve suspension of or interference with normal work. In return the City agrees that there shall be no lock-out of employees in this unit during the term of this Agreement.

30. REQUIRED CERTIFICATIONS AND TRAINING:

30.1 Certifications:

30.1.1 Within twelve (12) months of the date of appointment, all employees shall, as a condition of employment, attain and maintain Emergency Medical Dispatch (EMD), Fire and Police protocols certification and licensing. In the event that required training courses for EMD, Fire and Police protocols certification are not readily available, the City shall grant adequate time for employees to complete EMD, Fire and Police protocols certification and licensing based upon the availability and accessibility of certification training.

30.1.2 Current employee(s) shall maintain their EMD and EFD protocol certification and licensing as a condition of employment.

30.2 Training

30.2.1 All Emergency Communications Division employees covered by this Agreement (Fire Electrical Division employees excepted) will be required to proficiently perform all three major disciplines (call taking, police dispatch and fire dispatch) of the Emergency Communication Center. Classroom and on-the-job training will be provided by the City.

30.2.2 Employees who are not fully trained in all three disciplines (call taking, police dispatch and fire dispatch) upon the execution of this Agreement are required to learn and become proficient with the functions of the Emergency Communication Center within ~~thirty (30)~~ **twelve (12)** months of the signing of this Agreement, provided that the City has supplied the employee with adequate training and ample opportunity to develop and demonstrate the required skills for each discipline. The City will make a reasonable effort to provide such training opportunities without any change in shift assignments, but the City reserves the right to change and/or rotate shift assignments in order to facilitate the training of each employee, such change and/or rotations to be upon no less than two week's advance notice.

30.2.3 Once the City has provided employee(s) with training in all three disciplines and the functions of the Emergency Communications Center, the City retains the right to terminate an employee(s) for cause if they do not successfully complete the training or are unable to proficiently perform any of the required functions.

30.2.4 During a new employee's training period, not to exceed ~~thirty (30)~~ **twelve (12)** months, with two week's advance notice, or less notice if mutually agreed by the employee and the City, the City shall have the ability to change and/or rotate shift assignments in order to facilitate the training of each employee.

30.3 All new employees are probationary for the first six (6) months of employment. During this period, employees must exhibit their fitness for the position. A probationary employee may be terminated at any time.

30.4 All Telecommunicators must be EMD and EFD certified, and the City will provide Continual Dispatch Education (CDE) to all Telecommunicators.

31. WITHDRAWAL OF RESIGNATION:

31.1 An employee may resign in good standing by giving written notice to their Department Head at least fourteen (14) calendar days prior to the effective date of the resignation. With the approval of the Department Head, the employee may withdraw such resignation during the fourteen (14) day notice period. Such approval shall not be arbitrarily denied.

32. NO DISCRIMINATION BY PARTIES:

32.1 The parties to this Agreement agree that pursuant to State and Federal law and City ordinance, they shall not unlawfully discriminate against any employee because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or ancestry, age, genetic information, physical or mental disability, workers compensation history, retaliation or whistleblower status, veteran status, use of tobacco products outside the course of employment, previous or present Association activities, Association membership, or any other legally protected category.

32.2 The City agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in Local 740 or South Portland Local 1476 or by reason of holding office therein.

33. EMBODIMENT OF AGREEMENT:

33.1 This contract represents the total understanding of the parties. The parties to this Agreement further agree that matters raised during the negotiations of this contract or covered by this contract shall not be the subject of bargaining during the term of this contract, except by the mutual agreement of the parties.

34. TERM OF AGREEMENT:

35.1 This Agreement shall be effective and shall govern the rights and obligations of the parties hereto from July 1, 2021²⁴, up to and including June 30, 2024²⁷.

IN WITNESS WHEREOF, The City has caused this Agreement to be executed by Danielle West, its City Manager, thereunto duly authorized, and the Association has caused this instrument to be signed by its President, thereunto duly authorized, as the day and year first above written.

WITNESS:

CITY OF PORTLAND

By _____
Danielle West, City Manager

WITNESS:

IAFF LOCAL 740

By _____
IAFF Local 740 President

APPENDIX A**EMPLOYEE VOLUNTARY DEDUCTION FORM**

Employee Name (Print, last name first)

Social Security Number

Code

*Amount

*All amounts are replacement figures only

Add/Change/Delete

Pay Date Effective

Signature _____

=====

**PAYROLL
ADDING/CHANGING/DELETING****HUMAN RESOURCES
DELETING**

Code	Description
PH	403(B) SRA – LIBRARY
I4	MMEHT IP – LIBRARY
UA	LIBRARY UNION DUES FT
UB	LIBRARY UNION DUES PT
UC	PRO-TECH UNION DUES
UD	PRO-TECH FAIR SHARE
UK	PBA UNION DUES
UL	SOA UNION DUES
UM	IAFF DUES FIRE/MEDCU
UN	IAFF DUES – COMMUNICATIONS
UO	IAFF DUES – COMM FAIR SHARE
IA	IAFF COLONIAL INSURANCE
IB	PPA INSURANCE
D1	PUBLIC SAFETY DENTAL – SINGLE
D2	PUBLIC SAFETY DENTAL – DEP
R1	UNIFORM RENTAL – CINTAS
RE	REAL ESTATE TAXES

Code	Description
I1	MMEHT IP – 70%
I2	MMEHT IP – 55%
I3	MMEHT IP – 40%
D1	CITY DENTAL INS – SINGLE
D2	CITY DEAL INS – 2 PERSON
D3	CITY DENTAL INS – FAMILY

APPENDIX B

AGREEMENT FOR ~~TRIAL~~ TRANSITIONAL WORK

The Employee and Employer hereby enter into this agreement for a period of Transitional Work, as follows:

- 1) The date upon which the Employee sustained an injury is _____, 20____.
- 2) Pursuant to the City of Portland's Transitional Work Policy, the Employee will return to work in a Transitional Work Assignment on _____, 20____.
- 3) Attached is a copy of the Transitional Work Policy of the City of Portland, which the Employee has read and understood.
- 4) The parties agree that the term of this Transitional Work assignment shall be up to 90 days, from the return to work date above until _____, 20_____.

Dated this _____ day of _____, 20_____.

Employee

City of Portland

APPENDIX C-1

POSITION DESCRIPTION

Class Title: Telecommunicator
Class Grade: Communications
Date: February 2015

FLSA: Non-Exempt

Nature of Work

This is specialized work that involves dispatching emergency services in response to calls for service in the Portland Regional Communications Center. Work involves operating radio communications equipment and performing related clerical communications tasks. Work requires fast, efficient and accurate receiving, dispatching and processing of calls, alarms and messages from and to Emergency Medical Service units, Fire units and Police units. This position involves working in a team environment, providing customer service as it relates to emergency communications for multiple jurisdictions.

Supervision Received

All work is performed in accordance with departmental rules and regulations under the general direction of a Telecommunications Supervisor.

Supervision Exercised

None.

Essential Duties and Responsibilities

Answers 911 emergency calls and non-emergency calls as required.

Dispatches police units and fire and emergency medical units to emergency and non-emergency calls; maintains computer aided dispatch (CAD) log, recordings and status control devices.

Broadcasts all police and fire related communications and relays information to other emergency service agencies; relays assistance requests from emergency crews in other departments.

Provides pre-arrival emergency medical instructions upon receiving EMD certification and licensing.

Initiates and maintains direct contact with emergency units at stations or in the field.

Monitors local Maine wanted and missing NCIC computer functions and performs data entry.
Participates in departmental training efforts as directed.

Performs related work as required.

Requirements of Work

Experience providing a familiarity with the operation of public safety emergency communication equipment and systems; graduation from high school or any equivalent combination of experience and training which provides the following knowledges, abilities and skills:

Knowledge of radio transmission procedures.

Knowledge of emergency medical service, police and fire organizations and procedures.

Knowledge of the geography of the jurisdictions covered.

Knowledge and understating of the Incident Command System (ICS).

Ability to operate radio, E-911 equipment, law enforcement teletype and in-house computer equipment including CAD, data entry units (MDB's) and all other utilized equipment and programs.

Ability to act quickly, calmly and correctly in emergency situation and ability to function effectively under stressful conditions.

Ability to multi-task while maintaining dispatching procedures.

Ability to coordinate with outside agencies as needed and in accordance with departmental procedures.

Ability to speak clearly and distinctly.

Ability to process information quickly and accurately.

Ability to understand and carry out oral and written instructions.

Ability to establish and maintain professional, effective working relationships with fellow employees and the public.

Ability to work effectively in a team environment with minimal supervision.

Ability to obtain and maintain required certifications and licenses.

Ability to prioritize multiple calls for service.

Ability to complete multiple tasks under stressful conditions.

Ability to obtain information from persons under adverse conditions, i.e. poor language skills, speech impediments, intoxication, hysteria and other conditions.

Ability to perform accurate clerical work related to communications functions and to complete reports.

Ability to maintain a professional demeanor while using tact and diplomacy in dealing with the public.

Training and Experience Desired

Prior public safety dispatch experience.

Terminal Operator Certification, VESTA 9-1-1 training, and Emergency Medical Dispatch License.

Necessary Special Requirements

Ability to work rotating shifts, including nights, holidays and weekends

Terminal Operator Certification

Training and certification for State Mandated 9-1-1 system

Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by the Portland Regional Communications Center and/or the State of Maine.

Ability to work occasional shifts up to 18 hours

Minimum typing speed of 30 net words per minute

Successfully complete job assessment testing.

Acceptable polygraph examination.

Acceptable in-depth background and credit check.

Acceptable background check through State Bureau of Identification and Federal Bureau of Identification (International Identification Index).

Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after January 1, 1992.

APPENDIX C-2

POSITION DESCRIPTION

Class Title: Telecommunicator **Supervisor** **Team Leader** FLSA: Non-Exempt
 Class Grade: Communications
 Date: March **2015** 2025

Nature of Work

This position **supervises** **oversees** Telecommunications personnel in the Portland Regional Communications Center. Work involves a customer service approach **to leading and supervising** **overseeing** a team of employees that cover emergency communications for multiple jurisdictions. It includes supervision of and participation in the operation of radio communications and alarm equipment and supervision of related clerical tasks. Work requires fast, efficient and accurate receiving, dispatching and processing of calls, alarms and messages from and to emergency medical service units, fire units and police units.

Supervision Received

Work is performed in accordance with departmental rules and regulations under the direction of the Director of Communications **or their designee**.

Supervision Exercised

Supervises **Oversees** an assigned shift of emergency communications personnel.

Essential Duties and Responsibilities

Supervises **Oversees** and participates as required in the dispatching of police, fire and emergency medical service units to emergencies; maintains computer aided dispatch (CAD) log and recording and status control devices; provides pre-arrival medical instructions to callers requiring emergency medical services.

Participates **Assists** in training personnel in the methods and procedures of call taking, police and fire dispatching, and related clerical work; **plans and** **assists in managing** schedules **and** shift assignments in accordance with direction provided by the Director of Communications **or their designee**.

Supervises **Oversees** and participates as required in the broadcast of public safety communication; relays information to other emergency services; answers 911 calls for services and non-emergency calls as required; initiates and maintains direct contact with emergency units at stations or in the field.

Participates in interviewing job applicants; **Assists in monitoring and evaluating** **monitors and evaluates** employee performance, sets performance goals and objectives for employees, and makes disciplinary recommendations as appropriate.

Assists in reviewing and evaluating **Reviews and evaluates** randomly selected calls for service to evaluate performance and maintain quality assurance (QA) program.

Participates in supervisory, leadership, and career development training.

Schedules **Assists in the** training of personnel with direction provided by the **Director of Communications** **Training / QA Manager** to ensure maintenance of certifications and skill levels.

Counsels employees on conflicts and disputes, aiding in resolution when appropriate.

Assists in overseeing **Oversees** the use of equipment, notifying the appropriate department/agency for repair or replacement when necessary.

Reports to Director of Communications any significant status changes in personnel, equipment, and incidents of significance.

Receives and processes customer service complaints under the direction of the Director of Communications

Knowledge and understanding of the Incident Command System (ICS).

Knowledge and understanding of organizational and command structure of each fire and police agency.

~~Maintains policy and procedure manuals.~~

Maintains records of court order and warrants.

~~Orders supplies for the unit.~~

Performs related work as required.

Requirements of Work

Considerable experience in the operation and care of public safety emergency communications equipment; graduation from high school or equivalent combination of experience and training which provides the following knowledge, abilities and skills:

Considerable knowledge of fire, police and medical services, procedures and capabilities.

Considerable knowledge of radio transmission procedures.

Knowledge of the geography of the jurisdictions covered.

Ability to perform/ behave at a high standard and lead by example.

Ability to evaluate subordinates performance and behavior and provide constructive feedback and job coaching.

Ability to provide ~~supervision, leadership,~~ oversight and direction to subordinates.

Ability to act quickly, calmly and correctly in emergency situations and to function effectively under stressful conditions.

Ability to ~~supervise~~ oversee the maintenance of dispatching procedures including coordination with outside agencies as needed and in accordance with departmental procedures.

Ability to keep records and perform clerical work related to communications functions.

Ability to speak clearly and distinctly.

Ability to process information quickly and accurately.

Ability to understand and carry out written and oral instructions.

Ability to communicate effectively in writing.

Ability to establish and maintain effective work relationships with subordinates, personnel of the operating departments and the public.

Ability to obtain information from persons under adverse conditions; i.e., poor language skills, speech impediments, intoxication, hysteria and other conditions.

Ability to use tact and diplomacy in dealing with the public.

Ability to use E911 equipment, radio, law enforcement teletype system and in-house computer equipment including CAD.

Training and Experience Desired

Prior supervisory experience.

Necessary Special Requirements

5 years prior public safety dispatch experience.

Terminal Operator Certification, training for the State mandated 9-1-1 system.

Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by the Portland Regional Communications Center and/or State of Maine.

If applicant is not a current employee of the Portland Regional Communications Center:

Acceptable ~~polygraph examination~~ job suitability assessment.

Acceptable in-depth background and credit check.

Acceptable background check through State Bureau of Identification and Federal Bureau of Investigation (International Identification Index).

Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after January 1, 1992.

APPENDIX C-3

POSITION DESCRIPTION

Class Title: Fire Alarm Systems Specialist
 Class Grade: Communications
 Date: August 2014

FLSA: Non-Exempt

Nature of Work

This is a civilian position working with the Portland Fire Department's Fire Prevention division. Highly skilled technically specialized work an employee will be responsible for reviewing, testing and making recommendations to the Fire Prevention Officers on new and existing private alarm system applications. The position will include assisting with code analysis, system inspections and plan review. The employee will be responsible for oversight of the maintenance of the city's municipal alarm system, including the transition from the present primarily wired system to the newer wireless (AES) system. The employee will work with third party vendors, finance and Fire Alarm through the alarm system application (testing, approval, monitoring and billing). The employee will maintain a database tracking all Fire Alarm box assignments, including box type, location and when necessary contact and billing information. The employee will track all changes in the system including new boxes, relocated boxes and box removals. This position requires an individual that can work effectively independent, with other city departments and outside vendors.

Supervision Received

This position will receive direction and supervision from the Portland Fire Prevention Captain and will be include in the organizational chart under Assistant Fire Chief of the Fire Prevention and Community Outreach Branch of the Portland Fire Department.

Supervision Exercised

Coordinates and supervises outside vendors and/or anyone hired to work on the municipal alarm system and/or other related equipment.

Essential Duties and responsibilities

Program and trouble shoot new and existing AES fire alarm boxes.
 Perform site location tests for AES system sensitivity, Approve AES permits, assign zones and secure box number assignments as necessary.
 Work with Finance to maintain accurate billing information for installs, master box monitoring fees and other alarm system billing information as needed.
 Assist with Fire Prevention plans review and approval, with a specific focus on alarm systems requirements.
 Assist contractors with testing new and existing fire alarm systems and boxes.
 Maintain location information on all fire alarm cable, overhead (poles) and underground, and ensure that all digsafe requirements are met.
 Ensure that the alarm receiving equipment (presently Digitizer) at dispatch is operating correctly and make preemptive recommendations as needed to keep the system working trouble free.
 Assist other city departments with security systems, fire alarm systems, CCTV systems, card access systems and other related equipment as authorized by the Fire Prevention Captain.

Requirements of Work

Ability to manage significant, diverse workload with minimal oversight and to set attainable goals with an expectation of completion in the identified time frame; and the ability to work alone or with others to accomplish these goals.
 Ability to communicate with representatives of other municipal departments and the public in a productive courteous manner.
 Knowledge use of equipment, tools, materials, methods used in installation and maintenance of municipal and private alarm systems.
 Knowledge of regulations and codes regarding private and municipal fire alarm systems.
 Ability to read and interpret building plans with a focus on fire alarm systems and assess code compliance.
 At times may be required to work from bucket truck at heights to assess and/or repair municipal alarm system problems.
 Knowledge of safety hazards and safety precautions of the work.

Training and Experience

Desired - IMSA Fire Alarm Certifications – Municipal Level I&II, Interior Level I&II; If not, applicant must be capable of obtaining these certifications and show positive progress toward that goal.

Electrician – State of Maine Limited Masters License - Low Voltage

AES Factory Authorized Wireless Masterbox training and experience in the maintenance and programming of AES units.

Necessary Special Requirements

Valid State of Maine Class “C” driver’s license

Transitional Requirements

Assist in coordination and oversight of contractor hired to remove the existing wire municipal alarm system.

Track box and cable removal and maintain an accurate database with this information.

Track and forward box removal and/or reassignment information to fire alarm and or others with a need to know

APPENDIX C-4

POSITION DESCRIPTION

Class Title: Radio Systems Specialist
 Class Grade: Communications
 Date: August 2014

FLSA: Non-Exempt

Nature of Work

An employee in this class performs highly skilled work involving the care and maintenance of the Portland and South Portland radio system. This position includes the use of the municipal mobile radio equipment, portable and systems used at the Portland Regional dispatch center, Portland Public Services and along with Portland and emergency services equipment in South Portland and all related infrastructure.

Supervision Received

Works under the direction and supervision from the Assistant Fire Chief of the Administrative & Support Services.

Supervision Exercised

None.

Essential Duties and responsibilities

Work may include programming and troubleshooting the cities' radio current and future radio system including dispatch radio system and related infrastructure, mobile radios, portable radios and vehicle repeaters.

Work with and coordinate with outside vendors when specific expertise is needed and/or is supplied as part of a sales agreement to maintain the radio system.

Order and coordinate mobile radio installations in vehicles that use the radio system and assist with programming as necessary. Do minor radio repairs as time permits and arrange for other radio repairs as requested.

Maintain and manage a radio parts inventory in the interest of efficiency and cost effectiveness.

Maintain, either directly or through other entities the fire department vocal alerting system for Portland and South Portland.

Maintain the radio identification system and database to ensure that it stays current in Portland and South Portland.

This position requires an individual that can work effectively independently, with vendors. An employee must be able to be on call for issues that may arise to keep the system operating efficiently at all times.

Assists with securing budgetary figures as needed and keeps supervisor informed on predictable expenses associated with the radio system.

Engrave radios, batteries and Tactron name tags as requested and time permitting.

Performs related work as required.

Requirements of Work

Manage significant, diverse workload with minimal oversight and to set attainable goals with an expectation of completion in the identified time frame; and the ability to work independently.

Ability to communicate effectively, orally and writing with representatives of other municipal departments and the public in a productive courteous manner.

Knowledge of use of equipment and computer programs needed to work with the radios and/or radio system.

Knowledge of City and State regulations and code of radio systems and radio use

Knowledge of the occupational hazards and safety precautions of the work.

Ability to work with and understand radio related computer programming, present and future, and its affects in a real world environment.

Ability to troubleshoot radio problems and the related cause and effect while focusing on a reasonable cure.

Training and Experience

Training in the maintenance of a radio system and radios that are the same or significantly similar to the one used by Portland/South Portland.

A minimum of 5 years' experience in the maintenance and programming of radios that are the same or significantly similar to the ones used in Portland/South Portland.

Experience working with a Vocal alarm system that is the same or significantly similar to the Zetron system used by Portland Regional Communications.

IMSA Fire Alarm Certification – Municipal Level I&II and Interior Level I, are desirable.

Necessary Special Requirements

Valid State of Maine Class "C" driver's license

Electricians Helper's License (within 30 days for new hires).

Transitional Requirements

In addition to the requirements here, this person must be able to be available to assist as necessary to mark for "dig safe" during regular work cycle as a coverage backup and on emergency call back as needed. This requirement is transitional while the municipal fire box system is eliminated and/or transitioned to a wireless system.

This person may also be called back for alarm system faults during non-work hours during this period.

This requirement will be removed once the wired box system is removed or another alternative is approved by the Fire Chief.

APPENDIX D-1

MERGED SENIORITY LIST (TELECOMMUNICATORS AND TEAM LEADERS)
BLENDED PORTLAND/SOUTH PORTLAND SENIORITY LIST

CITY	LAST NAME	FIRST NAME	HIRE DATE	Qualification	Tier
1) SP	Leary	Louis	04/04/1988	Oper/PD/FD	3
2) P	Williams	Brad	06/18/1989	Oper/PD/FD	3
3) P	Mazer	Lance	07/30/1995	Oper/PD/FD	3
4) SP	Viola	Philip	02/18/1997	Oper/PD/FD	3
5) P	Brewster	Cheryl	09/24/2000	Oper/PD/FD	(S)
6) P	Dickinson	Kevin	04/26/2006 - S	Oper/PD/FD	(S)
7) P	Napijalo	Sanela	12/10/2006	Oper/PD/FD	3
8) P	Del Rio	Hiram	12/10/2006 - S	Oper/PD/FD	(S)
9) P	Hastings	Patrick	06/01/2014	Oper/PD/FD	(S)
10) P	Nowicki	Katherine	12/21/2014	Oper/PD/FD	3
11) P	Hildreth	Allyson	04/26/2015 - I/C	Oper/PD/FD	3
12) P	Ramirez	Natalia	01/28/2018	Oper/PD/FD	2
13) P	Tremblay	Nicole	01/28/2018	Oper/PD/FD	3
14) P	Saucier	Isabella	09/16/2018	Oper/PD/FD	2
15) P	Taylor	Matthew	10/14/2018	Oper/PD/FD	2
16) P	Glidden	Seth	11/17/2019	Oper/PD/FD	2
17) P	Carter	Christopher	03/28/2021 - S	Oper/PD/FD	(S)
18) P	Collum	Roy	05/07/2023	Oper/PD	
19) P	Schwanz	Carly	09/18/2023	Oper/PD/FD	
20) P	Stelzner	Jake	10/23/2023	Oper/PD/FD	
21) P	Pomeroy	Monique	01/29/2024 - TL	Oper/PD/FD	
22) P	Zeqiri	Blerina	10/06/2024	Oper/PD/FD	
23) OPEN					
24) OPEN					
25) OPEN					
26) OPEN					
27) OPEN					
28) OPEN					
29) OPEN					
30) OPEN					
31) OPEN					
32) OPEN					
33) OPEN					
34) OPEN					
35) OPEN					
36) OPEN					

(S) = Supervisor TL = Team Leader

APPENDIX D-2

SENIORITY LIST (FIRE ALARM SYSTEMS SPECIALIST AND RADIO SYSTEMS SPECIALIST)

FIRE ALARM SYSTEMS SPECIALIST

Belanger, Jon

HIRE DATE

05/01/23

RADIO SYSTEMS SPECIALIST

Perron, Donald

09/21/98

APPENDIX E**SENIORITY LIST (TELECOMMUNICATOR TEAM LEADERS)**

	<u>CITY</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>APPOINTMENT DATE</u>
1)	P	Dickinson	Kevin	04/10/2011
2)	P	Del Rio	Hiram	06/10/2012
3)	P	Brewster	Cheryl	08/02/2015
43)	P	Carter	Christopher	06/06/2021
5)	P	Hastings	Patrick	01/02/2022
4)	P	Pomeroy	Monique	01/29/2024

APPENDIX F

Schedule

A - SHIFT 0600 - 1800 / C - SHIFT 1800-0600														
EMPLOYEE	SUN 3/31	MON 4/1	TUE 4/2	WED 4/3	THU 4/4	FRI 4/5	SAT 4/6	SUN 4/7	MON 4/8	TUE 4/9	WED 4/10	THU 4/11	FRI 4/12	SAT 4/13
Ops Supervisor / Lead				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Trainee (not counted)				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Trainee (not counted)				RDO	RDO	RDO					RDO	RDO	RDO	RDO

COVER SHIFT (1000-2200) * these shifts would be filled last / eliminated first based on staffing *														
EMPLOYEE	SUN 3/31	MON 4/1	TUE 4/2	WED 4/3	THU 4/4	FRI 4/5	SAT 4/6	SUN 4/7	MON 4/8	TUE 4/9	WED 4/10	THU 4/11	FRI 4/12	SAT 4/13
Dispatcher (A/C)				RDO	RDO	RDO					RDO	RDO	RDO	RDO
Dispatcher (B/D)	RDO	RDO	RDO				RDO	RDO	RDO	RDO				

B-SHIFT 0600 - 1800 / D-SHIFT 1800-0600														
EMPLOYEE	SUN 3/31	MON 4/1	TUE 4/2	WED 4/3	THU 4/4	FRI 4/5	SAT 4/6	SUN 4/7	MON 4/8	TUE 4/9	WED 4/10	THU 4/11	FRI 4/12	SAT 4/13
Ops Supervisor / Lead	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Dispatcher	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Trainee (not counted)	RDO	RDO	RDO				RDO	RDO	RDO	RDO				
Trainee (not counted)	RDO	RDO	RDO				RDO	RDO	RDO	RDO				

APPENDIX G

Supervisor Selection – Seniority

~~If an existing Portland supervisor or South Portland lead dispatcher is selected to be a new supervisor, their original date of promotion to supervisor or lead will be their seniority date (time in grade) for the purpose of shift selection and personnel reductions.~~

~~Any existing employee promoted to supervisor for the first time, or a new employee hired to be a supervisor will be at the bottom of the time in grade list for shift selection and personnel reductions, and any tie in seniority date will be determined by total consecutive time.~~

APPENDIX H**PAY PLAN****TELECOMMUNICATOR***All wage increases are applied the 1st Sunday of the 1st full pay period in July*

STEP	7/7/2024 10%	7/6/2025 3%	7/5/2026 3%
RECRUIT	\$ 27.79	\$ 28.62	\$ 29.48
6-MONTHS	\$ 29.59	\$ 30.48	\$ 31.39
1 YEAR	\$ 30.63	\$ 31.55	\$ 32.50
3 YEARS	\$ 31.38	\$ 32.32	\$ 33.29
4 YEARS	\$ 33.23	\$ 34.23	\$ 35.26
5 YEARS	\$ 33.92	\$ 34.94	\$ 35.99
10 YEARS	\$ 34.84	\$ 35.88	\$ 36.96
15 YEARS	\$ 35.88	\$ 36.96	\$ 38.07
20+ YEARS	\$ 36.96	\$ 38.07	\$ 39.21

TELECOMMUNICATOR TEAM LEADERS*All wage increases are applied the 1st Sunday of the 1st full pay period in July*

STEP	7/7/2024	7/6/2025	7/5/2026
RECRUIT	\$ 30.79	\$ 31.62	\$ 32.48
6-MONTHS	\$ 32.59	\$ 33.48	\$ 34.39
1 YEAR	\$ 33.63	\$ 34.55	\$ 35.50
3 YEARS	\$ 34.38	\$ 35.32	\$ 36.29
4 YEARS	\$ 36.23	\$ 37.23	\$ 38.26
5 YEARS	\$ 36.92	\$ 37.94	\$ 38.99
10 YEARS	\$ 37.84	\$ 38.88	\$ 39.96
15 YEARS	\$ 38.88	\$ 39.96	\$ 41.07
20+ YEARS	\$ 39.96	\$ 41.07	\$ 42.21

**RADIO SYSTEMS SPECIALIST
FIRE ALARM SYSTEMS SPECIALIST***All wage increases are applied the 1st Sunday of the 1st full pay period in July*

STEP	7/7/2024 5%	7/6/2025 3%	7/5/2026 3%
RECRUIT	\$ 28.99	\$ 29.86	\$ 30.76
1 YEAR	\$ 29.88	\$ 30.78	\$ 31.70
3 YEARS	\$ 30.47	\$ 31.39	\$ 32.33
5 YEARS	\$ 31.70	\$ 32.65	\$ 33.63
10 YEARS	\$ 32.66	\$ 33.64	\$ 34.65
15+ YEARS	\$ 33.64	\$ 34.65	\$ 35.69

APPENDIX I

PORTLAND/SOUTH PORTLAND PUBLIC SAFETY DISPATCH BOARD OF GOVERNANCE

MEMBERS

Police Chief of each City or their authorized designee

Fire Chief of each City or their authorized designee

City Manager of each City or their authorized designee

APPENDIX J

PRCC RESERVE TELECOMMUNICATOR PROGRAM

CITY OF PORTLAND and the CITY OF SOUTH PORTLAND (hereinafter the “Cities”) and Local 740 and Local 1476, of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter the “Unions”)

I. Objective

The objective of this agreement is to ensure ongoing training of employees assigned to the Portland Regional Communications Center (hereinafter the “PRCC”), to reduce staffing shortages within the PRCC, to minimize the need to force Telecommunicators to fill open overtime shifts and to increase the morale and job satisfaction of PRCC personnel.

II. Definitions

Authorized staffing level: the planned and/or budgeted staffing of each City for the employment of Supervisors and Telecommunicators in the PRCC.

Good Standing: PRCC Emergency Communications Director approved Maine State Licensed Telecommunicator or applicant in the training phase is considered to be in good standing.

On-Call Employment: an appointment to work on an intermittent and as needed basis. Employees who are on-call do not have a regular schedule but work as available and needed. Such employees are paid only for hours worked or by annual stipend and are not eligible for any other benefits, except those mandated by the State of Maine Workers’ Compensation and Unemployment Compensation Insurance laws.

Part-time Shift: any hours of dispatch work in the PRCC that has been deemed to be an open shift and is voluntarily covered by a Reserve Telecommunicator. A Reserve may not work more than sixteen (16) hours within a twenty-four (24) hour period.

Reserve Telecommunicator: a former member of Local 740 or Local 1476 who has either retired or resigned from the PRCC in good standing, as well as a PRCC Emergency Communications Director approved Maine State Licensed Telecommunicator or applicant in the training phase as defined by this agreement, and who agrees to receive notification through the PRCC about open, unstaffed part-time shifts and, when available, to work the shift as on-call employment.

III. Implementation

In order to support the objectives, the Cities and Unions agree that former Telecommunicators who have resigned or retired from the PRCC in good standing along with PRCC Emergency Communications Director approved Maine State Licensed

Telecommunicators or applicants in the training phase shall be provided with the opportunity to be added to a call list to fill part-time shifts within the PRCC on an as needed basis. The Director of Emergency Communications will have final authority over the call list and will have the right to remove a Reserve Telecommunicator from the call list at any time.

The Cities will make a good faith effort to maintain the Cities' combined staffing level for Telecommunicators. The Cities will follow all normal recruitment/hiring steps whenever staffing falls below the combined, authorized staffing level for Telecommunicators or if the Cities determine that additional staff is needed.

Reserve Telecommunicators will be utilized to fill part-time shifts only after all union members have been given a reasonable opportunity to accept the overtime shift. If an open, part-time shift is not filled by a union member, a Reserve Telecommunicator will be contacted and offered the shift.

IV. **Procedures**

The following procedures will be adhered to whenever a part-time shift is identified:

1. The practices outlined in subsections 24.4.1 and 24.4.2 of Article 24, Section 4 of the current collective bargaining agreement will be utilized, as specified:

24.4 Vacant shifts will be filled in accordance with the following procedures:

24.4.1 When management determines a vacant shift needs to be filled, and a trained person on that shift is not available to fill the vacancy, management will attempt to fill that shift as an overtime shift on a voluntary basis by canvassing other employees in the same classification in accordance with departmental policy.

24.4.2 If the vacant shift position is not filled through the procedure outlined in 24.4.1, management will canvass qualified employees in other bargaining units before initiating the force procedure outlined in 24.4.3.

2. A list of Reserve Telecommunicators will be maintained by the Director of Emergency Communications.
3. When an unfilled, part-time shift becomes available, Reserve Telecommunicators shall be notified in accordance of their hire date to Reserve status.
4. Reserve Telecommunicators will be compensated in accordance with Step 3 of the current active Communications Pay Plan's overtime rate.

V. **Training**

The Cities may periodically provide updated training to Reserve Telecommunicators on an as needed basis in order to maintain an acceptable standard of proficiency.

Updated 9/8/2022 Revised 02/13/2025

PRCC MOU - Emergency Temporary Schedule (TA'd on 01-22-2025)

1. The Emergency Temporary Schedule (ETS) will be re-evaluated ~~every 3 months~~ when necessary **as staffing increases**. Both The City, **Local 1476**, and Local 740 remain open to ETS improvements and new schedule ideas that improve staff quality of life and reduce forced overtime. ~~but understand that the ETS is expected to remain in effect until a proficient staffing level of 30 is reached. The transition from the ETS to the new platoon schedule will be in consultation and agreement of the City, IAFF Locals 1476 and 740.~~
2. **Some ETS positions 28, 21 & 6 shifts will remain locked. As staffing increases and probationary members complete their training a review of the locked and available shifts shall be reviewed prior to opening a shift bid.** ~~until staffing numbers and those dispatch qualified increase to a level that unlocking does not cause additional staffing and qualification gaps and resultant overtime.~~ The order of and timing of unlocking will be at management discretion.
3. Minimum staffing (MS) from 0200 to 1000 is 6 staff. MS from 1000 to 0200 is 7 staff. When it is recognized prior to a four-hour block of time that we have overstaffing, the Supervisor or In Charge may allow an employee to use accrued time off. Though this can be changed at any time by the Emergency Communications Director (ECO), Supervisor, or In Charge pending the needs of the Center.
4. To reduce the frequency of Forced Overtime (FOT) to a manageable level during staff and qualification shortages, when hiring OT, Emergency Minimum Staffing (EMS) from 0200 to 1000 is 5 Staff and from 1000 to 0200 is 6 Staff. The ECO will strive to achieve MS through recruitment and training as quickly as possible.
5. The ECO reserves the right, when EMS cannot be achieved through FOT, to cancel voluntary OT to make an employee available for FOT at a time slot most beneficial to Operations and suitable staffing numbers.
6. The ECO will make every effort to balance individuals' leave requests and physical/mental well-being with the need to maintain adequate staffing in PRCC.
7. The 8 hours of mandatory overtime (OT) will be compensated at time and one half and can be taken monetarily or through compensatory time. **Maximum hours accrued will be allowable limits under State and/or Federal law provided the accrual of compensatory time is permitted.**
8. Vacation/Comp/Holiday weeks/time will use 48 hours of accruals and will be paid out as 40 hours standard rate and include 8 hours OT.
9. Sick accruals used will count against overtime earned at 1.5 and reduce the overtime to a 1.0 rate. Sick time used will not count against any forced overtime worked. E.g. If you use 12 hrs Sick, the first 12 hours of OT earned will be paid at 1.0 - hour for hour.

10. Vacation and holiday bid requirements will follow one person off per color. Any color within the temporary schedule can only have one person off per day per color. Supervisors will bid within their separate Supervisor group.
11. Field Training Telecommunicators receiving the \$1.25/hour training stipend shall continue to receive it until the transition to the new platoon schedule or termination of this MOU.
12. All employees receiving the Night Shift Differential (NSD) under section 25.8.5 if the current CBA (2021 – 2024) shall continue to receive the NSD provided for under this section until the transition to the new platoon schedule or the termination of this MOU.
- ~~13. Each temporary schedule position will have a minimum of \$2.00 extra per hour on top of the employee's current hourly rate.~~
- ~~14. Additional accruals shall be added to anyone working the temporary emergency schedule to match the additional 8 hours, up to an additional twenty percent.~~ All employees covered by this MOU will accrue sick time and vacation time as follows:

1. Sick Accrual	All employees	2.22 hours/week
2. Vacation Accrual	0 – 3 Years	.92 hours/week
3. Vacation Accrual	3 – 6 Years	1.85 hours/week
4. Vacation Accrual	7 – 19 years	2.77 hours/week
5. Vacation Accrual	20+ Years	3.70 hours/week

Upon termination of this MOU and implementation of the new platoon schedule all accruals will revert to accruals as outlined in the CBA.
15. All time-off requests must be approved by the Emergency Communications Director or designee.
16. Partial day time off requests will be approved depending on staffing levels of the specific request.
17. Any partial week time off requests that are approved will be deducted from the 48-hour work week, as appropriate.
18. Article 17.5.1 shall be temporarily amended to state, "... to convert up to two (2) days, or twenty-four (24) hours " Once the temporary emergency schedules are no longer in effect, the current contract language will go back into effect.

19. Call Taker proficiency identifies a viable resource for the PRCC staffing purpose. Due to the transition to a new training program a new employee shall be in training until they are fully trained. A new hire that has successfully completed the call taker phase may be utilized to supplement staffing in an emergency but otherwise should not be counted in the daily staffing numbers.

~~20. Once a staffing level of 30 proficient PRCC Dispatchers is reached, the bid process will take place thirty days after for the negotiated contract schedule.~~ As staffing increases and employees have completed their training and the PRCC Director believes that there are enough qualified telecommunicators to move off the ETS, notification shall be sent to both Local 1476 and Local 740 to discuss and agree to a new schedule and shift bid. Upon any agreement between the parties the shift bid process shall occur no earlier than thirty (30) days following the agreement unless waived by the two Locals.

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND THE COMMUNICATIONS EMPLOYEES
ASSOCIATION**

ORDERED, that the Collective Bargaining Agreement between the City of Portland and The Communications Employees Association for the period of July 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 Agreement and any other related documents necessary or convenient to carry out the intent of said Agreement.