

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



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

SPECIAL CITY COUNCIL MEETING - APRIL 28, 2025 (HYBRID)

The Portland City Council will hold a City Council Meeting in Council Chambers and via Zoom. 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, and via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. A recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

To join this meeting remotely, please visit: <https://portlandmaine-gov.zoom.us/j/81114228884?pwd=bjHvOixYFFy9Jjdzq5FbpqabKd8pDa.1>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

ANNUAL MEETING:

Annual Meeting of the Corporator of the Portland Fish Pier Authority

Pursuant to the Bylaws of the Portland Fish Pier Authority (PFPA), the Portland City Council, as Corporator of the Portland Fish Pier Authority shall hold its annual meeting on the third Monday of April.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached Portland Fish Pier Authority 2025 Summary of Activity and Financial Statement;
2. Transacting other business as may be deemed necessary.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting - April 14, 2025

PROCLAMATIONS:

Proclamation 31-24/25 Recognizing the 56th Anniversary of Municipal Clerks Week from May 4, 2025 to May 10, 2025 - Sponsored by Mark Dion, Mayor

Proclamation 32-24/25 Recognizing May 2025 Asian American, Native Hawaiian, and Pacific Islander Heritage Month - Sponsored by Mark Dion, Mayor

APPOINTMENTS:

Order 168-24/25 Appointing Warden and Ward Clerks for the 2025-2026 Election Year - Sponsored by Ashley Rand, City Clerk

This order appoints Wardens and Ward Clerks for the 2025-2026 Election Year, whose names are listed in the attachment.

This is an annual appointment, required by City Charter.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 169-24/25 Declaring July 4, 2025 the July 4th Festival - Sponsored by Danielle P. West, City Manager

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

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

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

Order 170-24/25 Granting Municipal Officers' Approval of Bread and Friends LLC, dba Bread and Friends. Application for Outdoor Dining on Public Property at 505 Fore Street - Sponsored by Danielle P. West, City Manager

Application was filed on 4/7/25. Existing Class III & IV establishment adding outdoor dining on public property dining.

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

Order 171-24/25 Granting Municipal Officers' Approval of Board and Batten LLC, dba Jerome's. Application for Outdoor Dining on Public Property at 223 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 4/4/25. Existing Class A Lounge establishment adding outdoor dining on public property dining.

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

Order 172-24/25 Granting Municipal Officers' Approval of Bodkin Enterprises LLC, dba Hot Liquor Tank. Application for Class XI Restaurant/Lounge at 43 Wharf Street - Sponsored by Danielle P. West, City Manager

Application was filed on 4/8/25. Change of ownership of an existing establishment.

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

BUDGET ITEMS:

Order 173-24/25 Receiving and Referring to the Finance Committee the Portland Board of Public Education's Fiscal Year 2026 Budget Estimate and Setting a Public Hearing Thereon - Sponsored by Danielle P. West, City Manager

Under this order, the City Council receives the Portland Board of Public Education's proposed Fiscal Year 2026 budget and refers it to the Finance Committee for review and recommendations. The Portland Board of Public Education took a final vote on the budget at its April 8, 2025 meeting.

The first reading and public hearing of the Fiscal Year 2026 school budget will be held on Monday, May 5, 2025, during the City Council meeting.

The second reading, public hearing and City Council action on the school budget will take place Monday, May 19, 2025, during the City Council meeting.

Five affirmative votes are required for passage after public comment.

RESOLUTIONS:

Resolve 9-24/25 Adopting the Fiscal Year 2025-2026 Annual Action Plan Including Appropriations for the Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant Programs and Certifications Pertaining Thereto - Sponsored by Danielle P. West, City Manager

The 2025-2026 Housing and Community Development Program Annual Action Plan reports to the U.S. Department of Housing and Urban Development (HUD) a total estimated budget of \$7,830,113 (Community Development Block Grant ("CDBG") Entitlement Funds \$1,833,541; CDBG Contingency Funds \$142,545; \$120,000 Downtown TIF funding; \$20,000 Cotton St proceeds; HOME Program Grant \$839,923; Program Income and Recapture \$131,660; Lead Safe Housing Program Income \$122,744; local Housing Trust Fund \$863,559; HOME-ARP \$3,594,143; \$161,998 Emergency Solutions Grant ("ESG") funds).

The CDBG Annual Allocation Committee, appointed by the City Council, reviewed each application and made funding recommendations that will be presented to the Council. The City Manager reviewed the Committee's recommendations and submitted her funding recommendations to the Council. The Housing and Economic Development Committee reviewed the Housing Program Budget at their meeting on February 25, 2025, and voted unanimously (3-0) to recommend City Council approval of the budget.

The City's public participation process requires two public hearings to consider the City's Housing and Community Development Program proposal. The hearings allow the public to comment on the City's Consolidated Annual Action Plan. Public hearings for FY25 are set for April 28 and May 5. People who wish to speak may do so once; they may not speak at both public hearings.

This item must be read on two separate days. This is its first reading and first public hearing. At the second public hearing on May 5, five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 161-24/25 Accepting and Appropriating a \$96,400 State of Maine Community Paramedicine Grant for the Portland Fire Department - Sponsored by Danielle P. West, City Manager

If approved, this grant in the amount of \$96,400 will be used by the Fire Department to expand community paramedicine services. Part of this funding will allow all providers on the Mobile Medical Outreach team, Portland's "Community Paramedics," to attend classes and become certified as Community Paramedics

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

Order 162-24/25 Accepting and Appropriating a \$53,332.79 Donation from the Portland Parks Conservancy for the Portland Youth Corps - Sponsored by Danielle P. West, City Manager

If approved, this order would accept and appropriate a donation of \$53,332.79 from the Portland Parks Conservancy for the Portland Youth Corps, a City-run program that promotes personal and professional growth through community service, environmental stewardship, and hands-on conservation opportunities within Portland's parks and green spaces. This is the fourth year this grant has been given.

The program is run by City staff and engages young people of diverse backgrounds in hands-on service projects such as habitat restoration, tree planting, trail construction, and other outdoor work. The corps members receive a stipend for participation. The program runs during the Spring, Summer, and Fall seasons, and annually, over 50 young people take part. This donation from the Portland Parks Conservancy covers the cost of all supplies and trips as well as a portion of the Recreation Programmer II Naturalist, who is the leader of the program.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

Order 163-24/25 Accepting and Appropriating a \$60,000 John T. Gorman Foundation Grant for the Portland Professional Connectors Program - Sponsored by Danielle P. West, City Manager

City Council approval is requested to accept and appropriate a \$60,000 grant from the John T. Gorman Foundation to assist with the costs of relaunching the Portland Professional Connectors (PPC) program. The Housing and Economic Development Department's Office of Economic Opportunity has been in the process of relaunching the PPC program and contacted the John T. Gorman Foundation for financial support. The Foundation is interested and supportive of the program and is committing \$60,000 to fund the PPC program. The program is anticipated to launch September 2025 and is a strategic initiative designed to support job seekers in developing critical networking, interpersonal skills, and the social capital so important to access career advancement opportunities and economic mobility.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

Order 164-24/25 Accepting and Appropriating a \$205,000 Greater Portland Council of Governments United States Environmental Protection Agency Brownfields Sub-Grant for Clean-up of a Stockpile of Contaminated Soil at Fitzpatrick Stadium - Sponsored by Danielle P. West, City Manager

City Council approval is requested to accept and appropriate \$205,000 in Brownfield cleanup sub-grant funding from the Greater Portland Council of Governments (GPCOG) for the transport and off-site disposal of a stockpile of contaminated soil at Fitzpatrick Stadium. While the Hearts of Pine soccer team was making planned upgrades to the Stadium, approximately 850 cubic yards of contaminated soil was unearthed, and is currently in a fenced-off and covered stockpile near the parking lot. The City will use this grant from GPCOG to dispose of the contaminated soil at an off-site licensed receiving facility.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

Order 165-24/25 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Councilors Anna Bullett and Wesley Pelletier

If passed, this moratorium would prohibit new theaters and performance halls with a capacity exceeding 2,000 people for 180 days while the Housing and Economic Development Committee reviews and recommends amendments to the City Code to address concerns related to the impact of large entertainment venues on public parking, traffic congestion, public safety, and other City infrastructure. This moratorium would apply retroactively to December 1, 2024.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

Order 166-24/25 Accepting and Appropriating at \$10,000 Maine Bureau of Highway Safety Grant - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates a \$10,000 grant awarded to the Police Department by the Maine Department of Highway Safety. This award will fund pedestrian safety enforcement details in the City.

This item must be read on two separate days. It received its first reading on April 14 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 167-24/25 Amendment to Portland City Code Chapter 9 RE: Proportional Ranked Choice Voting - Sponsored by Ashley Rand, City Clerk

This is an amendment to Chapter 9: Proportional Ranked Choice Voting Sections 9-2 & 9-3. This would be amending the whole-vote transfer approach to the fractional transfer approach to distribute any surplus votes. Rather than transferring the whole vote associated with whichever ballots happen to be processed last, tabulation software transfers a fraction of every vote assigned to a winning candidate. Fractional transfer ensures that each ballot is treated equitably, and that the outcome of the election will never depend on the order of the ballots.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 174-24/25 Accepting and Appropriating a \$28,000 Gulf of Maine Research Institute Community Resilience Education Project Grant - Sponsored by Danielle P. West, City Manager

The order accepts and appropriates \$28,000 from the Gulf of Maine Research Institute to support the development of a project to educate the community about climate hazards and community adaptation and resilience strategies.

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

Order 175-24/25 Approving the Collective Bargaining Agreement between The City of Portland and Portland Police Superior Officers Association, Fraternal Order of Police Lodge ME 109 - Sponsored by Danielle P. West, City Manager

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Portland Police Superior Officers Association, Fraternal Order of Police Lodge ME 109, for the period of January 1, 2025, through December 31, 2027. This proposal is presented after previously receiving guidance from the City Council executive sessions held on January 13 and March 31, 2025, and after having been approved by the Portland Police Superior Officers Association.

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

Order 176-24/25 Accepting and Appropriating a \$5,995.00 Donation from Paul Rollins for the Police Department Dive Team - Sponsored by Danielle P. West, City Manager

If approved, this donation would be used to fund specialized equipment for the Portland Police Department's (PPD) Dive Team. Specifically, the donated funds would be used for the purchase of an Aqua Eye handheld sonar for the Dive Team's use. The Aqua Eye is a handheld, all-weather device that uses sonar to identify anomalies in the water column that are consistent with a submerged body.

The Dive Team conducts search and recovery operations for victims of motor vehicle crashes, homicides, and other water-related deaths. The team also conducts searches for evidence in criminal investigations.

The donor, Paul Rollins, owner of Rollins Scuba Associates in South Portland, is the team's civilian administrator.

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

Order 177-24/25 Extending for 180 Days the Moratorium on New Hotel Projects in the City of Portland Established by Order 77-24/25 - Sponsored by Councilor Kate Sykes and Councilor Pious Ali

On November 4, 2024, the City Council passed Order 77-24/25, which established a 180-day moratorium on new hotel projects. The moratorium expires on June 2, 2025. The moratorium was put in place following the Council's finding that the current hotel inclusionary zoning ordinance (the "Hotel IZ Ordinance") is inadequate to ensure sufficient affordable housing for hotel employees and to otherwise prevent a worsening of the housing crisis in Portland. As required by the moratorium order, the Housing and Economic Development Committee met on April 15, 2025, and considered a presentation by Planning staff for potential amendments to the Hotel IZ Ordinance and gave Planning staff guidance for further research on the matter and preparing draft amendments to the ordinance for the Planning Board's consideration. Staff anticipate presenting amendments to the Planning Board in June, which means that the moratorium will expire before the Planning Board and City Council have an opportunity to consider the proposed amendments. Because the problems that gave rise to the ordinance still exist (i.e. the Hotel IZ Ordinance is inadequate to ensure sufficient affordable housing for hotel employees) and because the City is making reasonable progress to alleviate the problem by actively pursuing changes to the ordinance in accordance with the order, the Housing and Economic Development Committee voted 4-0 to recommend that the Council extend the moratorium for an additional 180 days pursuant to 30-A MRS 4356(2).

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

AMENDMENTS:

Order 178-24/25 Amendment to Portland City Code Chapters 15 and 30 Re: Vehicles for Hire - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

On September 11, 2024, the Sustainability and Transportation Committee reviewed and recommended the attached revisions to Chapter 30. The proposed changes would require

non-motorized and most motorized multi-seat bicycles used for commercial purposes to be licensed with the City.

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

EXECUTIVE SESSION:

ADJOURNMENT:

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director
DATE: April 15, 2025
SUBJECT: Annual Meeting of the Corporator of the Portland Fish Pier Authority
SPONSOR: Mayor Mark Dion
(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 4/28/2025

Final Action 4/28/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Robert Odlin, PFPA Board President, 3 Minutes

I. SUMMARY

The City Council is asked to hold the Annual Meeting of the Corporator for the Portland Fish Pier Authority to receive a summary of the year's finances, accomplishments, and an update on the merger with the Portland Fish Exchange.

II. AGENDA DESCRIPTION

Pursuant to the Bylaws of the Portland Fish Pier Authority (PFPA), the Portland City Council, as Corporator of the Portland Fish Pier Authority shall hold its annual meeting on the third Monday of April.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached Portland Fish Pier Authority 2025 Summary of Activity and Financial Statement;
2. Transacting other business as may be deemed necessary.

III. BACKGROUND

The Portland Fish Pier Authority and the Portland Fish Exchange Board of Directors merged in June of 2024, retaining the name of the Portland Fish Pier Authority. The Portland Fish Exchange now operates as a unit of the merged organization and continues with the important work of landing, auctioning, and distributing groundfish and other seafood products from the Gulf of Maine.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result of the Annual Meeting of the Corporator would be for communication of Annual Activity and Financial Statement of the PFPA for FY2025 to date, and to transact any other business as may be deemed necessary.

Seafood remains a critical component of the City's industrial base that employs a large and diverse workforce locally and regionally. The Portland Fish Pier and the Portland Fish Exchange are anchors for the Maine seafood economy.

V. FINANCIAL IMPACT

There is no financial impact associated with these actions.

VI. STAFF ANALYSIS AND BACKGROUND

The attached PFPA 2025 Year to Date Summary provides documentation of the Board's recent work for the benefit of the Corporator.

VII. RECOMMENDATION

It is recommended that the City Council hold its Annual Meeting of the Corporator of the PFPA on April 28, 2025, to receive as a communication the PFPA 2025 Year to Date Summary, and to transact any other business as may be deemed necessary.

VIII. LIST ATTACHMENTS

1. FY2025 Annual Report to the City Council

Prepared by:

Greg Watson, Director

Date: 04/15/2025

Portland Fish Pier Authority

FY2025 Year-to-Date Communication to the Annual Meeting of the Corporator

At the April 28, 2025 Meeting

Introduction:

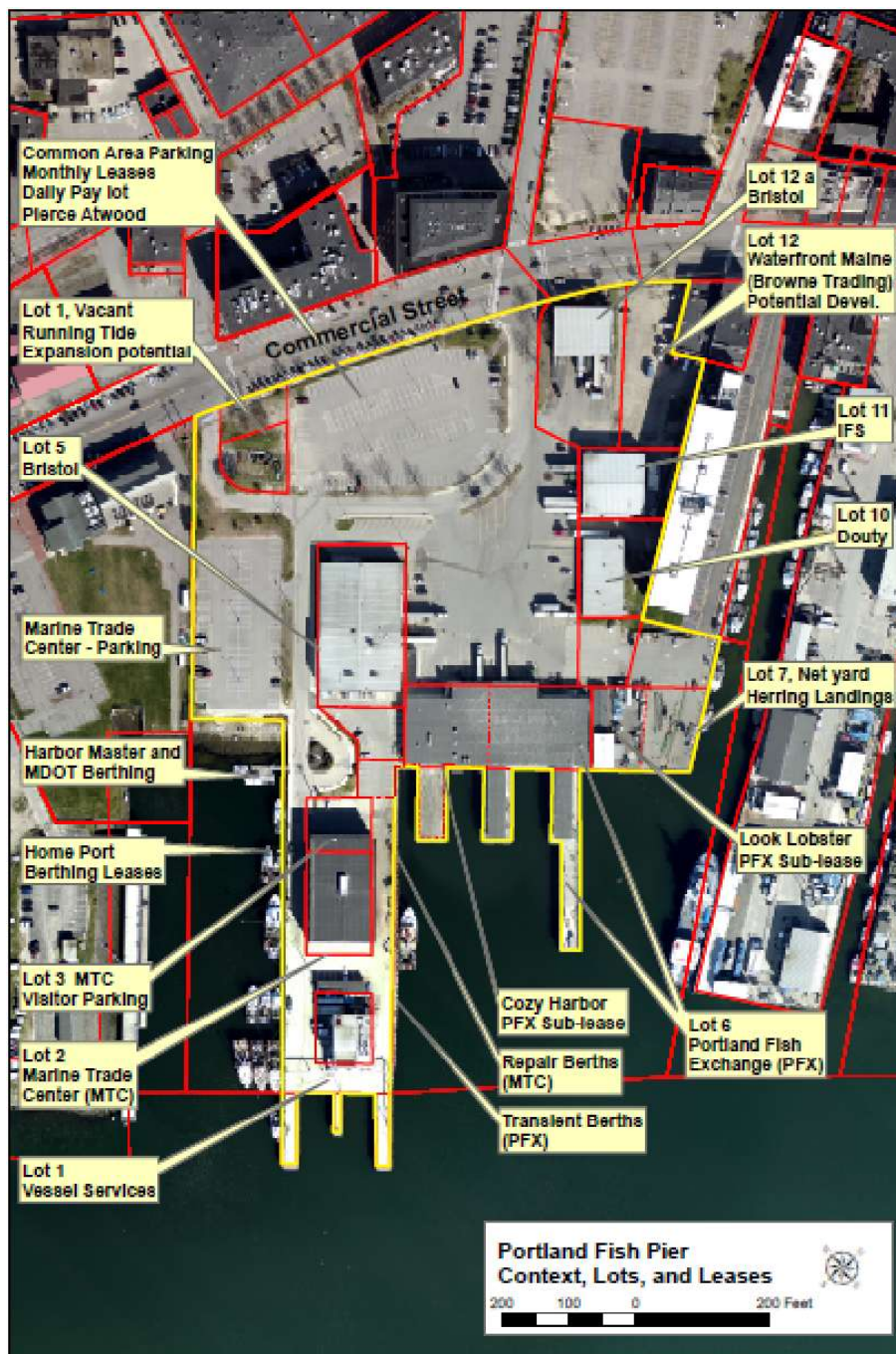
The Portland Fish Pier Authority is a quasi-municipal corporation established in 1990 to administer the Portland Fish Pier complex and to provide economic assistance to the Portland Fish Exchange as needed and available from the Pier's revenues.

The Fish Pier itself is a City-owned 12-lot industrial subdivision on the Portland Waterfront dedicated to the landing, sale, processing, and transportation of seafood and products derived from the sea. The Fish Pier is home to the Portland Fish Exchange, 5 monthly berthing tenants, 7 ground lease tenants, tenant parking, gear storage, and a 260-space commercial parking lot.

The Portland Fish Exchange is an independent City-owned display auction for Maine seafood, concentrating on service to groundfish harvesters (sellers) and

processors/distributors (buyers). The PFE is located at #6 Portland Fish Pier and handles as much as 90% of Maine's groundfish harvest.

The Portland Fish Pier represents critical infrastructure for Maine's remaining groundfish fleet and is evolving to expand service to the lobster, bait, tuna, and aquaculture fisheries.



Organization and Management:

In June 2024, the Portland Fish Pier Authority merged with the Portland Fish Exchange, retaining the name of the Portland Fish Pier Authority. The Portland Fish Exchange will operate as a unit of the merged organization, continuing the important job of landing, auctioning, and distributing groundfish and other seafood products from the Gulf of Maine.

The Portland Fish Pier Authority Board of Directors has eleven seats all of which are currently filled. Robert Odlin, representing the seafood industry, is the current President. Tracy Pearce, representing groundfish harvesters, is serving as the Vice President. Brendan O'Connell, Finance Director, is the Treasurer. The Secretary is John Arnold, representing the public at large. Greg Watson, Director of Housing and Economic Development, serves as Assistant Secretary. Board members include City Councilor Wesley Pelletier, Deputy Commissioner of the Maine Department of Marine Resources Meredith Mendelson, and Maine DOT Marine Infrastructure and Ports Director Chris Mayo. The remaining Board Members are Nick Alfiero and Tim Merrill, representing groundfish buyers, and Matthew Moretti, also serving to represent the seafood industry.

Staffing for the Portland Fish Pier Authority is shared among multiple City Departments, including Parking, Public Facilities, Finance, Corporation Counsel, and Housing and Economic Development.

The Portland Fish Exchange currently has 16 employees, including Robert Vanmeter, Exchange Manager.

Current Budget and Outlook:

Revenues from the Fish Pier come from ground leases, berthing leases, and parking. The FY25 budget projects \$738,546 in revenues with year-to-date totals tracking to meet expectations. Total expenses are estimated at \$422,131 with a projected \$316,415 profit for the year. Profits for the Fish Pier are held in a dedicated account and used to support operating losses at the Portland Fish Exchange and to provide emergency repairs and capital for future improvements to properly maintain the pier.

Thus far in FY2025, the Portland Fish Exchange has a net income budget of -\$88,200. A deficit that will be paid by the Portland Fish Pier Authority.

A year-to-date budget snapshot for both the Portland Fish Pier Authority and Portland Fish Exchange, prepared by the City Finance Office and the Portland Fish

Exchange, is attached at the end of this report. Moving forward, these statements may be combined as the City is working to merge the finances of the two entities.

Portland Fish Pier Authority and Fish Exchange Accomplishments for FY2025 to date:

- Successfully completed the merger of the Portland Fish Pier Authority and Portland Fish Exchange Boards, effective June 2024.
- Worked with the Maine Department of Marine Resources to access CARES Act funding (ended June 2024) to support pier repairs and the Portland Fish Pier. Later, following the expiration of CARES Act-funded seller fee rebates, the Board adjusted fish fees to encourage continued landings at the Portland Fish Exchange.
- Explored options to update the Portland Fish Exchange auction system software, as the existing software creates buyer difficulties.
- Continued financial support to the Portland Fish Exchange.
- Formed two subcommittees to allow Board meetings to become more efficient. The Finance subcommittee will focus on the Portland Fish Pier Authority and Portland Fish Exchange financials and budgets. The Portland Fish Exchange subcommittee will focus on Fish Exchange issues, including equipment, software, and increasing financial stability.
- The Portland Fish Exchange operates with 3 part-time and 13 full-time employees. There are 2-3 auctions per week, with an average of 20 boats bringing in fish and 15 buyers at each auction.
- For the past 4 years, the Portland Fish Exchange has worked with and serviced the kelp aquaculture industry by unloading boats and storing and shipping products.
- The Gulf of Maine Research Institute, Vessel Services, and the Portland Fish Exchange have come together in 2025 to install a new ice machine at considerable savings.
- The Portland Fish Exchange continued the relationship with 2 long-term sub-tenants, Cozy Harbor and Look Lobster Co., providing needed stable revenue to the organization.

- The Portland Fish Exchange is working with one month-to-month sub-tenant, Warshore, and one seasonal sub-tenant, Seafresh, to expand the Exchange services to the aquaculture and tuna industries, respectively.
- Looking back at the 2023 Fishing Year, the Exchange had a groundfish budget of 1.9 million pounds with an actual 2.3 million pounds landed. For 2024, the Exchange had a groundfish budget of 2.5 million pounds, with 1.8 million pounds landed to date.

Challenges Moving Forward:

Working to develop solutions for the Portland Fish Exchange to maintain a more consistent and predictable budget.

**Fish Pier Authority
FY25 Budget Status
As of March 13-2025**

	FY25 Budget	YTD	Balance	%	FY25 vs.		
					FY24 YTD	FY24	%
Revenue:							
<i>Miscellaneous</i>	14,395	3,436	10,959	23.9%	720	2,716	377.1%
<i>Berthing</i>	29,376	20,632	8,744	70.2%	4,208	16,424	390.3%
<i>Parking</i>	470,404	329,146	141,258	70.0%	76,536	252,610	330.1%
<i>Ground Rent (Leases)</i>	199,833	183,017	16,816	91.6%	30,611	152,406	497.9%
<i>Interest Income</i>					76	(76)	-100.0%
Total Revenue	714,008	536,230	177,778	75.1%	112,150	424,080	378.1%
Expenditures:							
<i>Admin. and Maint. Serv</i>	92,399	69,991	22,408	75.7%	27,704	42,287	152.6%
<i>Travel/Training/Meetings</i>	1,500	0	1,500	0.0%	0	0	N/A
<i>Contractual Services</i>	30,263	3,623	26,640	12.0%	3,132	491	15.7%
<i>Engineering Services</i>	26,000	2,669	23,331	10.3%	3,007	(338)	-11.2%
<i>Printing/Copying</i>	1,200	880	320	73.3%	0	880	N/A
<i>Equipment Repair</i>	12,000	4,250	7,750	35.4%	0	4,250	N/A
<i>Land/Pier/Building Repair</i>	200,000	48,996	151,004	24.5%	11,148	37,847	339.5%
<i>Insurance</i>	15,120	0	15,120	0.0%	0	0	N/A
<i>Supplies</i>	13,500	1,457	12,043	10.8%	0	1,457	N/A
<i>Electricity</i>	15,000	12,260	2,740	81.7%	827	11,432	1381.7%
<i>Debt Service</i>	10,724	631	10,093	5.9%	0	631	N/A
Total Expenditures	417,706	144,756	272,950	34.7%	45,818	98,938	215.9%
Net Revenues Over(Under) Expenditures	296,302	391,474	(95,172)		66,332	325,142	490.2%

Portland Fish Exchange
Profit & Loss by Month
Fiscal Year 2025

Feb-25

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	YTD Fiscal 2025
Seller Fish Fees (Sales)	\$42,701.63	\$28,521.16	\$14,629.65	\$16,391.36	\$5,447.04	\$15,089.28	\$18,827.52	\$7,203.60	\$148,811.24
Buyer Fish Fees (Sales)							\$67.80	(\$67.80)	\$0.00
Rebate Inc				\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Fee Income	\$75,030.07	\$63,083.50	\$53,921.01	\$39,743.32	\$18,217.92	\$35,972.38	\$39,692.93	\$15,191.84	\$340,852.97
Buyer Application Fees (Svcs)					\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
Sale of Boxes - 50's (Production)	\$3,250.00	\$2,070.00	\$3,020.00	\$1,810.00	\$90.00	\$430.00	\$680.00	\$240.00	\$11,590.00
Sale of Boxes - 100's (Production)	\$690.00	\$375.00	\$1,950.00	\$2,295.00	\$2,205.00	\$3,060.00	\$5,460.00	\$285.00	\$16,320.00
Sale of Pallets (Pallets)	\$40.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$40.00
Sale of Misc. Items/Ice	\$0.00	\$0.00	\$110.00	\$70.00	\$ -	\$0.00	\$0.00	\$0.00	\$180.00
Berthing	\$3,875.82	\$5,139.49	\$5,181.53	\$4,480.58	\$3,737.02	\$3,583.51	\$4,869.25	\$470.72	\$31,337.92
Berthing - Landings Rebate	(\$470.07)	(\$213.15)	(\$149.03)	(\$196.16)	(\$67.77)	\$46.63	(\$164.79)	\$2.59	(\$1,211.75)
Rental Income - Tenants	\$0.00	\$17,440.00	\$35,710.00	\$0.00	\$18,259.03	\$17,855.00	\$17,855.00	\$17,855.00	\$124,974.03
Utilities- Income Tenants	\$0.00	\$1,109.01	\$1,536.24	\$ -	\$450.00	\$667.25	\$599.27	\$603.78	\$4,965.55
Miscellaneous Income	\$500.00	\$0.00	\$0.00	\$10,493.75	\$2,858.04	\$120,529.64	\$1,396.00	(\$1,489.35)	\$134,288.08
Forgiveness of Debt Income - City of Portland	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Funding of the Deficit - Fish Pier Authority				\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Auction Discrepancies				\$ -	\$ -	(\$296.00)	\$67.80	\$0.00	(\$228.20)
Total Income	\$125,617.45	\$117,525.01	\$115,909.40	\$75,087.85	\$51,446.28	\$196,937.69	\$89,350.78	\$40,295.38	\$812,169.84
Cost of Totes Sold - Totes	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Cost of Boxes Sold - 50's (Production)	\$1,990.93	\$1,266.99	\$1,850.02	\$1,157.05	\$55.10	\$233.74	\$416.42	\$146.92	\$7,117.17
Cost of Boxes Sold - 100's (Production)	\$456.74	\$248.23	\$1,290.80	\$1,520.88	\$1,499.18	\$2,080.55	\$3,712.18	\$193.78	\$11,002.34
Costs of Pallets Sold (Pallets)	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Cost of Goods Sold	\$2,447.67	\$1,515.22	\$3,140.82	\$2,677.93	\$1,554.28	\$2,314.29	\$4,128.60	\$340.70	\$18,119.51
Gross Profit	\$123,169.78	\$116,009.79	\$112,768.58	\$72,409.92	\$49,892.00	\$194,623.40	\$85,222.18	\$39,954.68	\$794,050.33

Portland Fish Exchange
Profit & Loss by Month
Fiscal Year 2025

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	YTD Fiscal 2025
Direct Regular Payroll - Ops	\$36,118.56	\$34,989.51	\$37,793.14	\$40,977.25	\$31,812.68	\$45,735.91	\$38,176.27	\$32,503.24	\$298,106.56
Indirect Regular Payroll	\$23,748.09	\$23,338.84	\$17,397.54	\$17,695.13	\$18,876.94	\$23,220.89	\$25,109.50	\$17,385.87	\$166,772.80
Direct ER FICA Medicare Tax - Ops	\$580.71	\$575.52	\$546.26	\$574.66	\$460.01	\$646.23	\$621.92	\$469.39	\$4,474.70
Direct ER FICA Soc Sec Tax - Ops	\$2,549.79	\$2,460.79	\$2,335.93	\$2,457.17	\$1,966.90	\$2,823.87	\$2,659.18	\$2,006.91	\$19,260.54
Direct SUTA Tax - Ops	\$27.88	\$15.51	\$17.30	\$20.34	\$29.23	\$52.92	\$137.35	\$97.12	\$397.65
Direct ME Pd Leave								\$41.09	\$41.09
Indirect ER FICA Medicare Tax - Accounting	\$283.16	\$266.24	\$250.11	\$271.96	\$271.54	\$349.27	\$291.14	\$250.03	\$2,233.45
Indirect ER FICA Soc Sec Tax - Accounting	\$1,143.96	\$1,138.39	\$1,069.42	\$1,162.87	\$1,161.14	\$1,432.56	\$1,244.93	\$1,069.14	\$9,422.41
Indirect SUTA Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$53.10	\$56.23	\$109.33
Indirect Payroll Processing Fee	\$374.60	\$424.90	\$453.22	\$398.36	\$435.42	\$702.75	\$408.25	\$901.10	\$4,098.60
Indirect ME Pd Leave								\$20.96	\$20.96
Indirect Health Insurance	\$683.78	\$683.78	\$734.22	\$734.22	\$734.22	\$734.22	\$734.22	\$734.22	\$5,772.88
Direct Health Insurance - Ops	\$3,980.36	\$3,980.36	\$4,293.72	\$4,293.72	\$5,480.22	\$4,886.97	\$5,621.19	\$5,621.19	\$38,157.73
Indirect Dental Insurance	\$76.70	\$76.70	\$76.70	\$70.78	\$76.70	\$70.78	\$76.70	\$76.70	\$601.76
Direct Dental Insurance - Ops	\$114.22	\$114.22	\$114.22	\$57.04	\$341.62	\$139.66	\$190.92	\$190.92	\$1,262.82
Indirect Disability/ Life Insurance	\$392.38	\$392.38	\$392.38	\$409.15	\$582.34	\$409.15	\$409.15	\$409.15	\$3,396.08
Direct Disability/Life Insurance - Ops	\$515.37	\$515.37	\$515.37	\$651.72	\$1,191.78	\$826.09	\$651.72	\$651.72	\$5,519.14
Indirect Employer Match to 401k	\$1,423.76	\$710.05	\$1,090.54	\$371.58	\$1,033.97	\$483.86	\$784.98	\$1,107.45	\$7,006.19
Direct Employer Match to 401k - Ops	\$2,493.75	\$1,210.42	\$1,618.51	\$841.95	\$1,416.09	\$660.73	\$874.09	\$1,493.55	\$10,609.09
Medical Expenses	\$23.56	\$332.33	\$351.10	\$435.21	\$302.72	\$225.63	\$207.18	\$120.03	\$1,997.76
Safety Expenses - Ops - Supplies	\$ -	\$168.50	\$0.00	\$663.50	\$ -	\$53.60	\$0.00	\$0.00	\$885.60
Rent - City of Portland	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Waste Removal	\$1,693.95	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$1,693.95
Business Insurance	\$10,416.00	\$14,113.51	\$12,070.51	\$9,600.51	\$9,598.51	\$10,337.53	\$0.00	\$0.00	\$66,136.57
Business Insurance - Commercial	\$0.00	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00

Portland Fish Exchange
Profit & Loss by Month
Fiscal Year 2025

Feb-25

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	YTD Fiscal 2025
Dues, Subscriptions & Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Fees & Licenses - Ops/Auction	\$50.00	\$50.00	\$275.00	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$375.00
Travel & Subsistence	\$448.21	\$316.11	\$0.00	\$335.00	\$ -	\$81.82	\$1,014.18	\$240.72	\$2,436.04
Travel & Subsistence - Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Depreciation - Ops	\$629.14	\$3,284.65	\$3,374.26	\$3,433.11	\$3,476.06	\$3,549.33	\$3,406.49	\$3,532.63	\$24,685.67
Depreciation - Leasehold - Ops	(\$148.02)	\$2,622.31	\$3,098.03	\$3,185.23	\$3,162.52	\$3,305.66	\$3,305.66	\$3,309.02	\$21,840.41
Uniforms/Gear Allowance- Ops	\$546.68	\$887.68	\$1,281.14	\$591.08	\$399.51	\$270.40	\$768.74	\$651.99	\$5,397.22
Cleaning Service & Supplies	\$185.00	\$335.00	\$2,390.33	\$526.39	\$695.00	\$1,181.28	\$861.83	\$510.00	\$6,684.83
R&M Operations Equipment - Ops	\$1,940.00	\$340.00	\$587.00	\$5,772.13	\$2,269.68	\$0.00	\$883.96	\$0.00	\$11,792.77
R&M Doors - Ops	\$ -	\$1,190.17	(\$5,130.00)	\$5,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,190.17
R&M Building	\$2,266.00	\$2,096.00	\$1,313.16	\$4,093.34	\$2,614.99	\$2,228.42	\$280.00	\$2,624.38	\$17,516.29
R&M Building - Ops	\$0.00	\$0.00	\$0.00	\$ 490.95	\$ -	\$0.00	\$0.00	\$0.00	\$490.95
R&M Office Equipment	\$0.00	\$51.52	\$51.52	\$51.52	\$51.52	\$51.52	\$103.04	\$0.00	\$360.64
Security - Ops	\$ -	\$450.00	\$105.00	\$ -	\$1,220.78	\$0.00	\$0.00	\$105.00	\$1,880.78
Utilities - Electric - Ops	\$9,251.72	\$8,367.94	\$9,281.52	\$8,740.07	\$8,792.80	\$8,794.88	\$9,925.75	\$11,216.28	\$74,370.96
Utilities - Natural Gas - Ops	\$379.54	\$228.24	\$228.24	\$228.24	\$369.19	\$686.52	\$1,014.72	\$3,105.51	\$6,240.20
Utilities - Sewer/Water - Ops	\$1,573.03	\$415.00	\$1,602.12	\$1,192.82	\$1,404.47	\$987.22	\$982.86	\$947.94	\$9,105.46
Utilities -Internet Service	\$710.58	\$717.32	\$710.58	\$710.58	\$710.58	\$710.58	\$717.32	\$717.32	\$5,704.86
Utilities - Telephone - Acct'g	\$147.92	\$142.92	\$142.92	\$143.01	\$148.01	\$148.01	\$150.01	\$150.70	\$1,173.50
Utilities - Telephone - Ops	\$479.70	\$706.47	\$474.84	\$479.52	\$483.42	\$486.42	\$499.08	\$499.08	\$4,108.53
Tech Services - Acct'g	\$1,236.66	\$888.69	\$91.67	\$1,291.46	\$239.85	\$125.15	\$284.13	(\$62.89)	\$4,094.72
Tech Services - Auction	\$0.00	\$2,856.24	\$1,306.55	\$1,797.30	\$3,087.30	\$3,390.04	\$4,855.88	\$2,051.35	\$19,344.66
Technology Hardware - Acct'g	(\$3,599.64)	\$ -	\$ -	\$ -	\$3,599.64	\$0.00	\$0.00	\$1,150.28	\$1,150.28
Technology Software - Acct'g	\$ -	\$ -	\$ -	\$ -	\$246.19	\$0.00	\$0.00	\$0.00	\$246.19
Postage Expense	\$137.63	\$ -	\$146.00	\$ -	\$ -	\$0.00	\$146.00	\$0.00	\$429.63
Office Supplies	\$305.93	\$0.00	\$723.91	\$739.26	\$198.76	\$159.64	\$374.57	\$209.61	\$2,711.68
Indirect Expenses - Administration	\$ -	\$659.00	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$250.00	\$909.00

Portland Fish Exchange
Profit & Loss by Month
Fiscal Year 2025

Feb-25

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	YTD Fiscal 2025
Indirect Expenses - Acct'g	\$229.75	\$ -	\$351.39	\$ -	\$ -	\$315.91	\$0.00	\$0.00	\$897.05
Indirect Supplies Expenses - Ops	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Direct Supplies Expenses - Ops	\$4,439.76	\$14,617.40	\$5,057.80	\$3,838.04	\$3,581.18	\$3,141.79	\$4,841.15	\$11,523.11	\$51,040.23
Miscellaneous Expenses	(\$11,134.40)	\$ -	\$331.98	\$148.01	\$772.01	\$1,749.06	\$148.00	\$15,693.66	\$7,708.32
Miscellaneous Expenses - Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Gift Expenses	\$ -	\$ -	\$ -	\$ -	\$659.53	\$375.00	\$0.00	\$1,400.00	\$2,434.53
Legal & Accounting Expenses	\$16,248.12	\$ -	\$14,000.00	\$3,680.00	\$5,520.00	\$17,760.00	\$22,988.80	\$4,590.03	\$84,786.95
Banking fees	\$135.48	\$216.06	\$195.28	\$201.50	\$212.09	\$178.98	\$221.61	\$188.78	\$1,549.78
Administration Fees- 401k Plan	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$1,120.00
Penalties & Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$76.00	\$0.00	\$76.00
Loss on Operations - Write offs	\$ -	\$1,481.94	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$67.80	\$1,549.74
Operating Expenses	\$113,239.37	\$128,567.98	\$123,250.43	\$128,134.73	\$119,827.11	\$143,610.25	\$136,241.57	\$130,018.31	\$1,023,380.70
Operating Profit/Loss	\$9,930.41	(\$12,558.19)	(\$10,481.85)	(\$55,724.81)	(\$69,935.11)	\$51,013.15	(\$51,019.39)	(\$90,063.63)	(\$229,330.37)
Interest Expense - Line of Credit	\$ -	\$ -	\$520.26	\$340.97	\$344.27	\$322.92	\$546.53	\$1,020.14	\$3,095.09
Interest & Dividend Income	\$ -	\$ -	\$ -	(\$23.44)	(\$1,104.55)	\$0.00	(\$52.46)	\$0.00	(\$1,180.45)
Total Other Income/Expense	\$0.00	\$0.00	\$520.26	\$317.53	(\$760.28)	\$322.92	\$494.07	\$1,020.14	\$1,914.64
Net Profit/Loss	\$9,930.41	(\$12,558.19)	(\$11,002.11)	(\$56,042.34)	(\$69,174.83)	\$50,690.23	(\$51,513.46)	(\$91,083.77)	(\$231,245.01)
EBITDA	\$10,411.53	(\$6,651.23)	(\$4,009.56)	(\$49,106.47)	(\$63,296.53)	\$57,868.14	(\$44,307.24)	(\$83,221.98)	(\$182,804.29)

ZOOM INFORMATION:

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

<https://portlandme.portal.civicclerk.com/event/7608/media>
[Zoom Link to access live-stream](#)

PLEDGE OF ALLEGIANCE:

Mayor Dion led those present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:00pm

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

Councilors Absent: Councilor Fournier

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Lee Howard (Portland Resident), Fredrick (Westbrook Street), Deborah (Cobb Ave), George Rheault (Hanover Street),

ANNOUNCEMENTS:

Mayor Dion opened the floor for City Council announcements. The following individuals spoke: Councilor Philips

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting-March 17, 2025

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

Passage: 8-0 (Councilor Fournier absent)

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

PROCLAMATIONS:

Proclamation 27-24/25 Recognizing April 7-13, 2025 as National Public Health Week - Sponsored by Mark Dion, Mayor

Councilor Bullet read Proclamation 27-24/25 Recognizing April 7-13, 2025 as National Public Health Week into the record.

Proclamation 28-24/25 Recognizing April 13-19, 2025 as National Public Safety Telecommunicators Week - Sponsored by Mark Dion, Mayor

Councilor Michniewicz read Proclamation 28-24/25 Recognizing April 13-19, 2025 as National Public Safety Telecommunicators Week into the record.

Proclamation 29-24/25 Declaring May 1, 2025 as the National Day of Prayer - Sponsored by Mark Dion, Mayor

Mayor Dion read Proclamation 29-24/25 Declaring May 1, 2025 as the National Day of Prayer into the record.

Proclamation 30-24/25 Recognizing April 21-25, 2025 as National Community Development Week - Sponsored by Mark Dion, Mayor

Councilor Ali read Proclamation 30-24/25 Recognizing April 21-25, 2025 as the National Day of Prayer into the record.

APPOINTMENTS:

Order 154-24/25 Appointing Tony Wirkus, Mathew Pendexter and Elisabeth Salisbury as Constables for the Parking Division - Sponsored by Danielle P. West, City Manager

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

Passage: 8-0 (Councilor Fournier absent)

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

CONSENT ITEMS:

Order 155-24/25 Granting Municipal Officers' Approval of Uncle Lucky's LLC, dba Lucky Cheetah. Application for two Parklet spaces at 11 Moulton Street - Sponsored by Danielle P. West, City Manager

Orders 155-24/25 through Orders 158-24/25 were all read and passed as consent items.

Public comment was taken on all orders together.

Motion was made by Councilor Sykes and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent)

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

Order 156-24/25 Granting Municipal Officers' Approval of Lord Hobo Brewing Company, LLC, dba Lone Pine Brewing. Application for B/W/D with Outdoor Dining on Private Property and Combined Entertainment at 219 Anderson Street - Sponsored by Danielle P. West, City Manager

Orders 155-24/25 through Orders 158-24/25 were all read and passed as consent items.

Public comment was taken on all orders together.

Motion was made by Councilor Sykes and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent)

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

Order 157-24/25 Granting Municipal Officers' Approval of Zero LLC, dba Zero Bar & Grill. Application for Class 1A (41+ rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 155 Riverside Street - Sponsored by Danielle P. West, City Manager

Orders 155-24/25 through Orders 158-24/25 were all read and passed as consent items.

Public comment was taken on all orders together.

Motion was made by Councilor Sykes and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent)

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

Order 158-24/25 Granting Municipal Officers' Approval of Pudge LLC, dba Luncheonette. Application for Class III & IV with Outdoor Dining on Private

Property at 147 Cumberland Avenue - Sponsored by Danielle P. West, City Manager

Orders 155-24/25 through Orders 158-24/25 were all read and passed as consent items. Public comment was taken on all orders together. Motion was made by Councilor Sykes and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent) Mayor Dion opened the floor for public comment. No one spoke.

BUDGET ITEMS:

Order 159-24/25 Receiving and Referring City Manager's Fiscal Year 2026 Municipal Budget to the Finance Committee and Setting Date of Public Hearing on the Fiscal Year 2026 Municipal Budget and Fiscal Year 2026 Appropriation Resolve - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Grant and seconded by Councilor Bullett for passage. Passage: 8-0 (Councilor Fournier absent) Danielle West (City Manager) & Mayor Dion gave an overview of the item. Mayor Dion opened the floor for public comment. No one spoke.

RESOLUTIONS:

Resolve 8-24/25 Calling for the City of Portland to Adopt the Greater Portland Council of Government's Regional Vision Zero Action Plan - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

Motion was made by Councilor Ali and seconded by Councilor Bullett for passage. Passage: 8-0 (Councilor Fournier absent) Councilor Phillips (Chair, Sustainability and Transportation Committee) gave an overview of the item. Mayor Dion opened the floor for public comment. The following individuals spoke: Winston Lumpkins (Munjoy Hill), Jaime Parker (Portland Trails), Stephen Scharff (Brackett Street), John Clarke (Massachusetts Ave), Andrew Zarro (District 4), Todd Morse (Urbanist Coalition of Portland), George Rheault (Hanover Street), Councilor Pelletier, Mike Murray (Public Works Director), Councilor Philips, Councilor Sykes, Councilor Bullett

UNFINISHED BUSINESS:

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

Orders 146-24/25 through Orders 147-24/25 were all read together as companion items. Public comment was taken on all orders together. Each item was voted on separately. Mayor Dion gave an overview of this item. Mayor Dion opened the floor for public comment. The following individuals spoke: Stephen Scharff (Brackett Street), George Rheault (Hanover Street)

Motion was made by Councilor Michniewicz and seconded by Councilor Ali for passage,

as amended. Passage: 8-0 (Councilor Fournier absent)

The following Councilors voted on the main motion: Councilor Sykes, Brendan O'Connell (Finance Director)

The following amendment was voted on:

Bullett Amendment #1 RE: Back Cove Staircase Repairs

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

Passage: 8-0 (Councilor Fournier absent)

The following Councilors voted on this amendment: Councilor Bullett, Councilor Sykes, Councilor Ali

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

Orders 146-24/25 through Orders 147-24/25 were all read together as companion items.

Public comment was taken on all orders together. Each item was voted on separately.

Mayor Dion gave an overview of this item.

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

Stephen Scharff (Brackett Street), George Rheault (Hanover Street)

Motion was made by Councilor Ali and seconded by Councilor Bullett for passage, as amended. Passage: 8-0 (Councilor Fournier absent)

The following amendment was voted on:

Bullett Amendment #1 RE: Back Cove Staircase Repairs

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

Passage: 8-0 (Councilor Fournier absent)

The following Councilors voted on this amendment: Councilor Bullett

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

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

Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Todd Morse (Urbanist Coalition of Portland), George Rheault (Hanover Street), Councilor Pelletier

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

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

Passage: 8-0 (Councilor Fournier absent)

Mike Murray (Director of Public Works) gave an overview of this item

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

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

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

Passage: 8-0 (Councilor Fournier absent)

Mike Murray (Director of Public Works) gave an overview of this item

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

Stephen Scharff (Brackett Street)

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

Motion was made by Councilor Ali and seconded by Councilor Grant for passage, as amended. Passage: 8-0 (Councilor Fournier absent)

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

Motion was made by Mayor Dion and seconded by Councilor Bullett to correct the contract dates to July 1, 2024 - June 30, 2027. Passage: 8-0 (Councilor Fournier Absent)

Mayor Dion opened the floor for Council comment on the amendment. No one spoke.

ORDERS:

Order 160-24/25 Accepting and Appropriating a \$200,000 State of Maine EMS Grant for the Portland Fire Department EMS Operations - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Phillips to waive second reading. Passage: 8-0 (Councilor Fournier absent)

Second reading waived.

Motion was made by Councilor Sykes and seconded by Councilor Ali to approve item as an emergency. Passage 8-0, as an emergency. (Councilor Fournier absent)

Danielle West (City Manager) gave an overview of this item.

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

Councilor Bullett

Item takes effect immediately.

Order 161-24/25 Accepting and Appropriating a \$96,400 State of Maine Community Paramedicine Grant for the Portland Fire Department - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 162-24/25 Accepting and Appropriating a \$53,332.79 Donation from the Portland Parks Conservancy for the Portland Youth Corps - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 163-24/25 Accepting and Appropriating a \$60,000 John T. Gorman Foundation Grant for the Portland Professional Connectors Program - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 164-24/25 Accepting and Appropriating a \$205,000 Greater Portland Council of Governments United States Environmental Protection Agency Brownfields Sub-Grant for Clean-up of a Stockpile of Contaminated Soil at Fitzpatrick Stadium - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 165-24/25 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Councilors Anna Bullett and Wesley Pelletier

This is first reading.

Order 166-24/25 Accepting and Appropriating at \$10,000 Maine Bureau of Highway Safety Grant - Sponsored by Danielle P. West, City Manager

This is first reading.

AMENDMENTS:

Order 167-24/25 Amendment to Portland City Code Chapter 9 RE: Proportional Ranked Choice Voting - Sponsored by Ashley Rand, City Clerk

This is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Grant to adjourn. Passage 8-0 at 7:05 pm. (Councilor Fournier absent)

A TRUE RECORD

Ashley Rand, City Clerk

P R O C L A M A T I O N
RECOGNIZING
56th ANNIVERSARY OF MUNICIPAL CLERKS WEEK
MAY 4 TO MAY 10, 2025

WHEREAS, The Office of the Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between citizens, local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk; and

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 the week of May 4 through May 10, 2025, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Ashley Rand, and the City Clerk's Office staff, for the vital services they perform and their exemplary dedication to the communities they represent.

Signed and sealed this 28th day of April, 2025



Mark Dion, Mayor
City of Portland

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

RECOGNIZING

ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDER HERITAGE MONTH MAY 2025

- WHEREAS,** the people of the United States and Maine join together each May to pay tribute to the contributions of generations of Asian Americans, Native Hawaiians, and Pacific Islanders who have enriched the history of our country and state; and
- WHEREAS,** the history of Asian Americans, Native Hawaiians, and Pacific Islanders in the United States and Maine is inextricably tied to the story of our country and state; and
- WHEREAS,** the Asian American, Native Hawaiian, and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects; and
- WHEREAS,** according to the Bureau of the Census, the Asian American population in the United States has been one of the fastest growing over the last decade, doubling between 2000 and 2020; and
- WHEREAS,** in Maine there are over 26,000 residents who identify as Asian and over 1,000 residents who identify as Native Hawaiian or other Pacific Islander; and
- WHEREAS,** the United States government selected the month of May to recognize this community because the first Japanese immigrants arrived in the United States on May 7, 1843, and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants; and
- WHEREAS,** Section 102 of Title 36, United States Code, officially designates May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month and requests the President to issue an annual proclamation calling on the people of the United States to observe the month with appropriate programs, ceremonies, and activities; and

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 Asian American, Native Hawaiian, and Pacific Islander Heritage Month as an important time to celebrate their significant contributions in the United States and Maine.

Signed and sealed this 28th day of April, 2025



Mark Dion, Mayor
City of Portland
Page 28

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 9, 2025

SUBJECT: Order 168-24/25 Appointing Warden and Ward Clerks for the 2025-2026 Election Year - Sponsored by Ashley Rand, City Clerk

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:

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order appoints Wardens and Ward Clerks for the 2025-2026 Election Year, whose names are listed in the attachment.

This is an annual appointment, required by City Charter.

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 Wardens and Ward Clerks 2025-2026

Prepared by:

Date: 04/09/2025

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 WARDENS AND WARD CLERKS
FOR THE 2025-2026 ELECTION YEAR**

ORDERED, that the following persons are hereby appointed as Wardens and Ward Clerks
from June 1, 2025 to May 31, 2026:

Warden	Ward Clerk	District/Precinct
Aurelia Scott	Katherine McCarthy	1-1
Carol Morrisette	Stuart O'Brien	1-2
Betsy Hays	Kim MacIssac	1-3
Susan McMillan	Heather Tanguay	2-1
Terry Robbins	Alex Cox	2-2
Geri Rose	Gail Crocker	3-1
Dale Kinney	Robert Smith	3-2
Alicia Grinnell	Carol Nylen	4-1
Kelly Casey	Moriah Folsom	4-2
Stuart Tisdale	Virginia Fischer	5-1
George Smythe	Edmond Szalajeski	5-2

MEMORANDUM
City Council Agenda Item

FROM: Andrew Keyek
DATE: April 2, 2025
SUBJECT: Order 169-24/25 Declaring July 4, 2025 the July 4th Festival - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle P West; City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 4/28/2025

Final Action 4/28/2025

Can action be taken at a later date: No Organizers need time to plan the event.

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

PRESENTATION: Andrew Downs, Director of Public Assembly Facilities will be available to answer any questions.

I. SUMMARY

Order declaring Friday July 4th 2025, as July 4th Fireworks (Rain Date: Saturday July 5th 2025)

II. AGENDA DESCRIPTION

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

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

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

III. BACKGROUND

The City has sponsored the July 4th fireworks and activities on the Eastern Promenade for a number of years.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

For the City Council to pass the order declaring Friday July 4th 2025 as July 4th fireworks.

V. FINANCIAL IMPACT

Fireworks are included in the FY 25 budget.

VI. STAFF ANALYSIS AND BACKGROUND

City of Portland staff are confident that we can host another successful July 4th fireworks celebration.

VII. RECOMMENDATION

It is recommended that this order be declared.

VIII. LIST ATTACHMENTS

1. Consent Item - Declaring July 4, 2025 the July 4th Festival
2. Council Memo
3. Street Closures July 4th

Prepared by:

Andrew Keyek

Date: 04/02/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER DECLARING JULY 4, 2025 THE JULY 4TH FESTIVAL

ORDERED, that the July 4th Festival be and hereby is declared for Friday, July 4, 2025 from 6:00 a.m. to 11:00 p.m., with a rain date of Saturday, July 5, 2025, in the City of Portland, organized by the City of Portland; and

BE IT FURTHER ORDERED, that a fireworks display will set off at approximately 9:15pm on the Eastern Promenade Trail on July 4, 2025; and

BE IT FURTHER ORDERED, that there will be a musical performance by the Casco Bay Wind Symphony in the middle parking lot of Cutter Street from 7:00 p.m. to 9:00 p.m. on July 4, 2025; and

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

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

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 10:00 a.m. to 11:00 p.m. on July 4, 2025 (or if necessary, on the July 5 rain date):

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

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 3:00 p.m. to 10:00 p.m. on July 4, 2025 (or if necessary, on the July 5 rain date):

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

BE IT FURTHER ORDERED, that that all of Munjoy Hill and the Eastern Prom will be closed to traffic (Mountfort Street at Fore Street and Congress Street; Washington Avenue at Congress Street Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade) starting at 6:30 p.m. on July 4, 2025 (or if necessary, on the July 5 Rain date):

BE IT FURTHER ORDERED, that on-street parking will be restricted from 7:00 a.m. until 11:00 p.m. on July 4, 2025 on Eastern Promenade (both sides) from Morning Street to Walnut Street, Fort Allen Park (both sides), Walnut Street (one side) from Eastern Promenade to Washington Avenue, Mountfort Street from Fore Street to Congress Street (one side), and these streets will be posted in advance; and

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

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

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

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

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



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: April 6, 2025
RE: July 4th Fireworks

I am requesting that the following order be placed on the April 21st City Council agenda:

**Order declaring Friday July 4, 2025, as July 4th Fireworks
(Rain Date: Saturday, July 5, 2025)**

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

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

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

The Festival runs from 6:00am (closing of Cutter Street) – 11:00pm Friday July 4, 2025. **(Rain date is Saturday July 5th 2025).**

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

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

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

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

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

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



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

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

The Festival area will include:

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

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

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

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

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

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

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



Ethan Hipple
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

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

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

Street Closures and Parking Restrictions

Cutter Street and all the parking lots on Cutter Street will be closed from **10:00 PM July 3rd to 11:00 PM July 4th or 11:00PM, July 5th if a rain date is necessary** .

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

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

- Eastern Promenade (both sides) from Morning Street to Walnut Street
- Fort Allen Park (both sides)
- Walnut Street (one side) from Eastern Promenade to Washington Avenue
- Mountfort Street (one side) from Fore Street to Congress Street

There are a number of parking garages and lots just a short walk from the Eastern Promenade. to view a list or map. Visit the City's website at

<http://www.portlandmaine.gov/parking/offstreet.asp>

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

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

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

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

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

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

Alternate Fireworks Display Viewing Locations

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

Food Trucks and Food Vendors

Food Vendors and Food Trucks that have been approved to operate at the event will be permitted to set-up and operate on July 4th, 2025 and July 5th, 2025 (rain date if necessary) in designated areas on Eastern Promenade Roadway. No parking will be allowed anywhere along both sides of Eastern Promenade Roadway from Morning Street to Walnut Street. Food Vendors and Food Trucks must arrive between 10:00am - 12:00pm. Food Vendors and Food Trucks will need to remain in place at their location until the fireworks display is completed and the roadway is deemed safe by City Staff and reopened to vehicular traffic (approximately 11:00pm).

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 7, 2025

SUBJECT: Order 170-24/25 Granting Municipal Officers' Approval of Bread and Friends LLC, dba Bread and Friends. Application for Outdoor Dining on Public Property at 505 Fore 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 4/7/25. Existing Class III & IV establishment adding outdoor dining on public property dining.

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. 2025.04.28_Bread and Friends_Council Order
2. Bread and Friends_Council Packet

Prepared by:

Date: 04/07/2025

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
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Bread and Friends LLC, dba Bread and Friends. Application for Outdoor Dining on
Public Property at 505 Fore Street**

Morgan 'Maggie' Rubin
22 Clinton St.
South Portland, ME 04106
720.394.8754
maggie@breadandfriendsmaine.com

To Whom It May Concern,

I am writing to make our intentions known for the expansion of Bread & Friends, a bakery and restaurant featuring artisan pastries, naturally leavened bread, craft coffee, elevated sharing plates for breakfast and dinner, and beer and wine. We plan to offer both indoor and outdoor dining (seasonally). This year we plan to expand our patio with 10 additional seats on the sidewalk down Cotton St.

Thank you,

A handwritten signature in dark ink, appearing to read 'Maggie Rubin', written over a horizontal line.

Morgan 'Maggie' Rubin
Co-Owner/Director of Business & Operations



CITY OF PORTLAND
Permitting and Inspections Department

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

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

☒ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot $\$2.00 \times \frac{136}{240} \text{ SF} = \frac{272}{240}$
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot $\$6.30 \times \text{SF} = \text{_____}$

Business Information	
Establishment Name (d/b/a):	Bread & Friends Phone: 207.
Location Address:	505 Fore St. Portland Zip: 04101
Mailing Address:	" Zip: "
Contact Person:	Maggie Rubin Phone: 720.394.8754
Contact Person Email:	maggie@breadandfriendsmaine.com
Manager of Establishment:	" Date of Birth: 03/07/92 Phone: "
Owner of Premises (Landlord):	Casco View Holdings III, LLC
Address of Premises Owner (Landlord):	90 Bowles Asset Management Zip: 04101 One Portland Square St. 400

Owner Information

Corporate Name		Corporate Mailing Address	
Breadand Friends LLC		505 Fore St. Portland ME 04101 Zip:	
Contact Person:	Maggie Rubin	Phone:	720.394.8754
Principal Officers	Title	Date of Birth	Residence Address
Morgan Rubin	Owner	03/07/92	22 Clinton St. South Portland 04106
Tanner Rubin	"	07/06/90	"
Jessica Batey	"	01/29/84	154 Belford St. Portland 04103
Jeremy Broncek	"	11/25/87	"



CITY OF PORTLAND
Permitting and Inspections Department

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

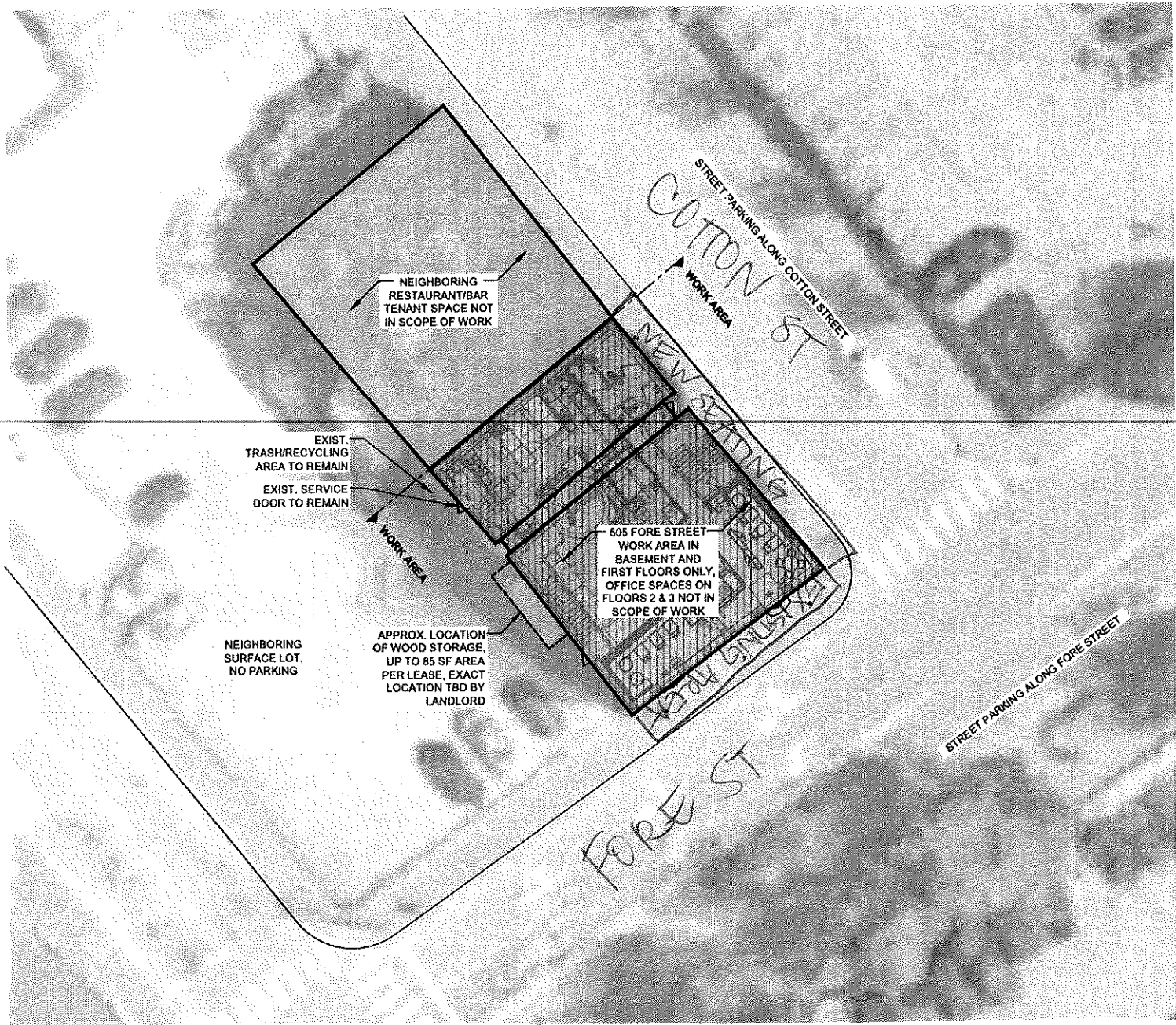
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by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

Signature [Signature] Title Co-owner Date 3/30/25

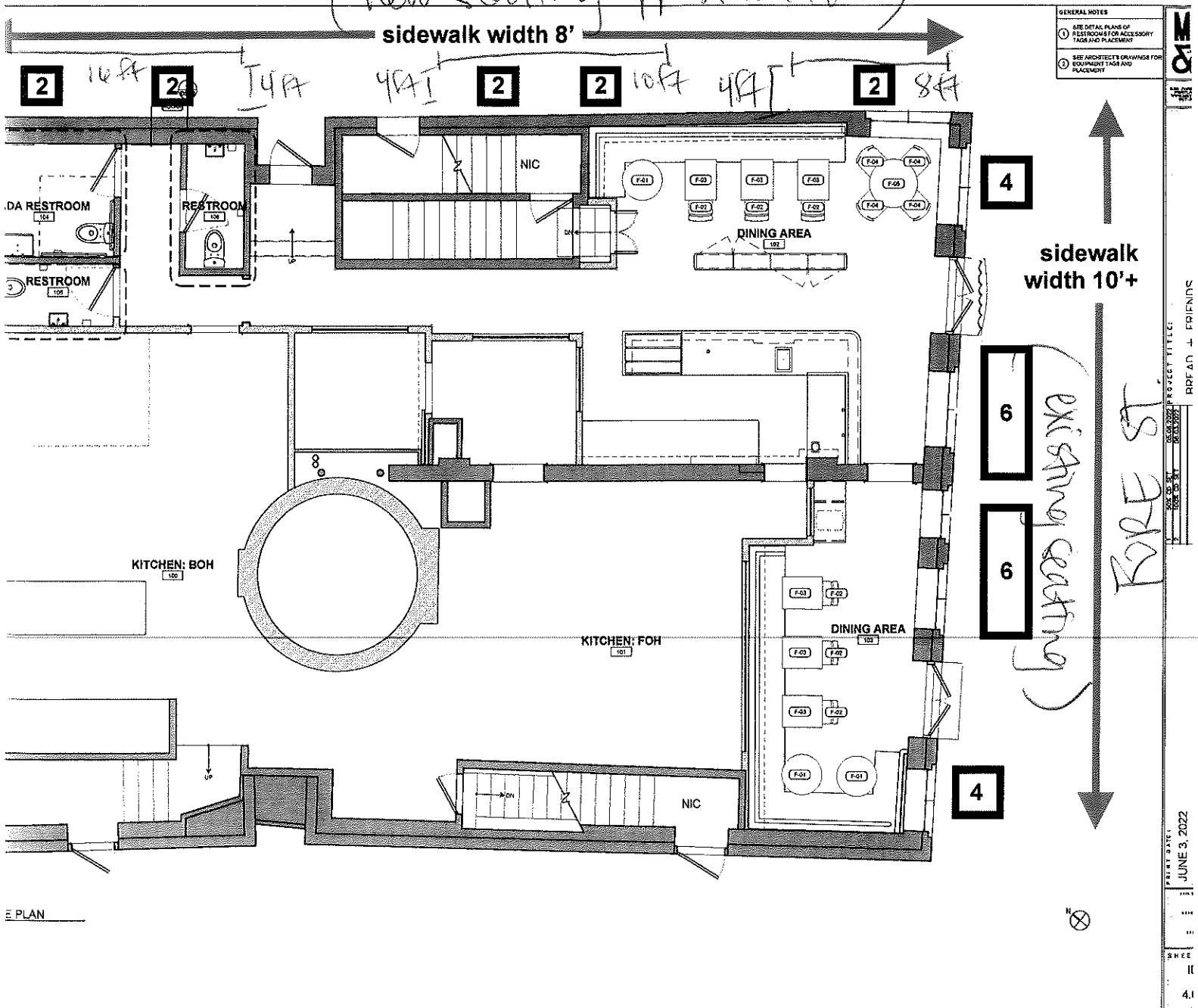
For Administrative Use Only

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

SITE PLAN SCALE: 1/16"=1'-0"



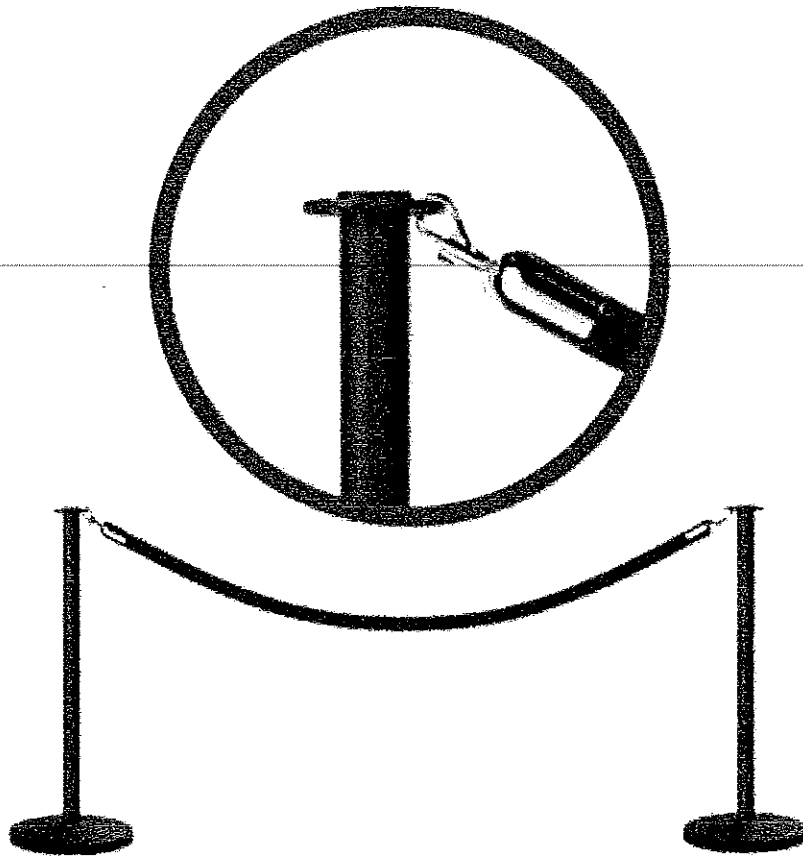
COTTON ST.
(new seating approx 136A²)



- GENERAL NOTES
1. ARE DETAIL PLANS OF RESTROOMS FOR ACCESSORY TAGS AND PLACEMENT
 2. SEE ARCHITECT'S DRAWINGS FOR EQUIPMENT TAGS AND PLACEMENT

PROJECT FILE: 06-06-0002
DATE: 06/03/2022
SHEET: 11
4.1

Flat Top Stanchion



Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on April 28, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Bread and Friends LLC, dba Bread and Friends. Application for Outdoor Dining on Public Property at 505 Fore Street - Sponsored by Danielle P. West, City Manager



Zachary Lenhart <zlenhart@portlandmaine.gov>

Bread and Friends_Public Dining_505 Fore

Zoning <zoning@portlandmaine.gov>

Fri, Apr 18, 2025 at 4:04 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 505 Fore ST, first floor, front unit, 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



April 18, 2025

Bread and Friends LLC,
505 Fore Street
Portland, Maine 04101

Re: Bread and Friends LLC, dba Bread and Friends. Application for Outdoor Dining on Public Property at 505 Fore Street

Dear Bread and Friends LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday April 28, 2025 at 5:00 p.m., for the review of application for Outdoor Dining on Public Property at 505 Fore Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 61587

Job Type: Amendment Application

AMENDMENT TYPE

Permanent Extension of Premises

APPLICATION DATE RECEIVED

2025-04-03

QUESTIONS

On-Premises: Beer & Wine

1. What is your expected start date?

5/28/25

2. Do you allow dancing or entertainment on the licensed premises?

If so, You need to have a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

3. What is the reason for the increase in seating capacity?

More patio seating

4. Is the description and diagram for the increased capacity included in the primary license's Premises Description and Diagram?

No

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description and Diagram	Patio Expansion 2025 - Mar 21 2025 - 12-39 PM.pdf	Patio with existing and new outlined.
Premises Floor Plan	Floorplan for Liquor License.png	Indoor serving area.

APPLICANT

Maggie Rubin

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: April 11, 2025

SUBJECT: Order 171-24/25 Granting Municipal Officers' Approval of Board and Batten LLC, dba Jerome's. Application for Outdoor Dining on Public Property at 223 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 4/4/25. Existing Class A Lounge establishment adding outdoor dining on public property dining.

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. 2025.04.28_Jeromes_Council Order
2. Jeromes_Council Packet

Prepared by:

Date: 04/11/2025

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:

**Board and Batten LLC, dba Jerome's. Application for Outdoor Dining on Public Property
at 223 Congress Street**



223 Congress Street -- Portland, Maine 04101

March 28, 2025

Mayor Mark Dion & Members of the City Council
389 Congress Street
Portland, Maine 04101

Re: Outdoor Dining on Public Property Application for Jerome's at 223 Congress Street

Dear Mayor Dion and Members of the City Council,

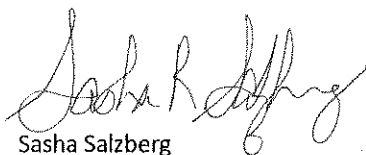
Respectfully we, Sasha Salzberg, Evan Carroll, and Ian Daly, are requesting authorization to provide outdoor dining amenities on the sidewalk in front of our establishment at 223 Congress Street. We submit this letter on behalf of Board and Batten LLC, doing business under the name Jerome's.

Jerome's is a neighborhood alternative sports pub, providing a casual atmosphere for viewing of New England sports and board sports. Our aesthetic and management approach links the East End Neighborhood with New England pro-sports culture, Maine outdoor adventure culture, and urban boarding culture in an atmosphere that welcomes all.

We offer drinks from a full bar with a small menu of cold sandwiches, salads and snacks. We operate Thursday thru Monday, opening at 4pm and closing at 11pm, 12am, or 1am depending on the day and the crowd. We have now been successfully operating Jerome's for over a year, and we feel it's time to provide our customers with an outdoor space.

Thank you for your consideration, and we look forward to welcoming guests at the new outdoor seating at Jerome's.

Sincerely,



Sasha Salzberg



CITY OF PORTLAND
Permitting and Inspections Department

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

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

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

Business Information					
Establishment Name (d/b/a):	Jerome's	Phone:	207-772-6839		
Location Address:	223 Congress Street, Portland, ME 04101	Zip:			
Mailing Address:	PO Box 8235, Portland, ME 04104	Zip:			
Contact Person:	Evan Carroll	Phone:	207-409-3589		
Contact Person Email:	evan@jeromesofportland.com				
Manager of Establishment:	Sasha Salzberg	Date of Birth:	10/15/1976	Phone:	207-284-3637
Owner of Premises (Landlord):	Michael Salisbury				
Address of Premises Owner (Landlord):	200 Asbury Rd, Egg Harbor Township, NJ 08234				

Owner Information

Corporate Name		Corporate Mailing Address	
Board and Batten LLC		PO box 8235, Portland, ME 04104	
Contact Person:	Sasha Salzberg	Phone:	207-284-3637
Principal Officers			
Title	Date of Birth	Residence Address	
Sasha Salzberg	Co-Owner	10/15/1976	5 Everett St. Portland, ME 04101
Evan Carroll	Co-Owner	06/29/1982	5 Everett St. Portland, ME 04101
Ian Daly	Co-Owner	01/29/1992	93 Morning St. Apt 2, Portland, ME 04101

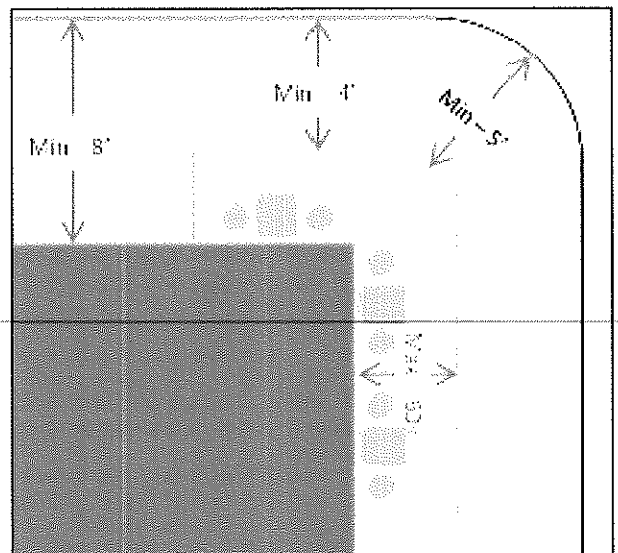


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class A Lounge
Type of food served:	Sandwiches & Snacks
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒
Hours & days of operation:	Th 4pm-12am, Fri & Sat 4pm-1am, Sun & Mon 4pm-11pm
Number of Tables	1 Fixed piece
Number of Chairs	5

Design and Construction

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

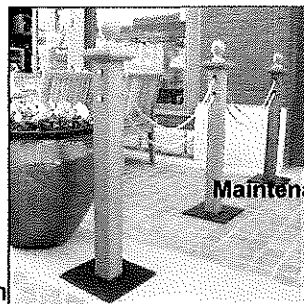


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes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

Barriers

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

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department

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

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

Signature Evan Carroll

Digital signed by Evan Carroll
Date: 2025.03.28 21:12:09 -04'00'

Title Co-Owner

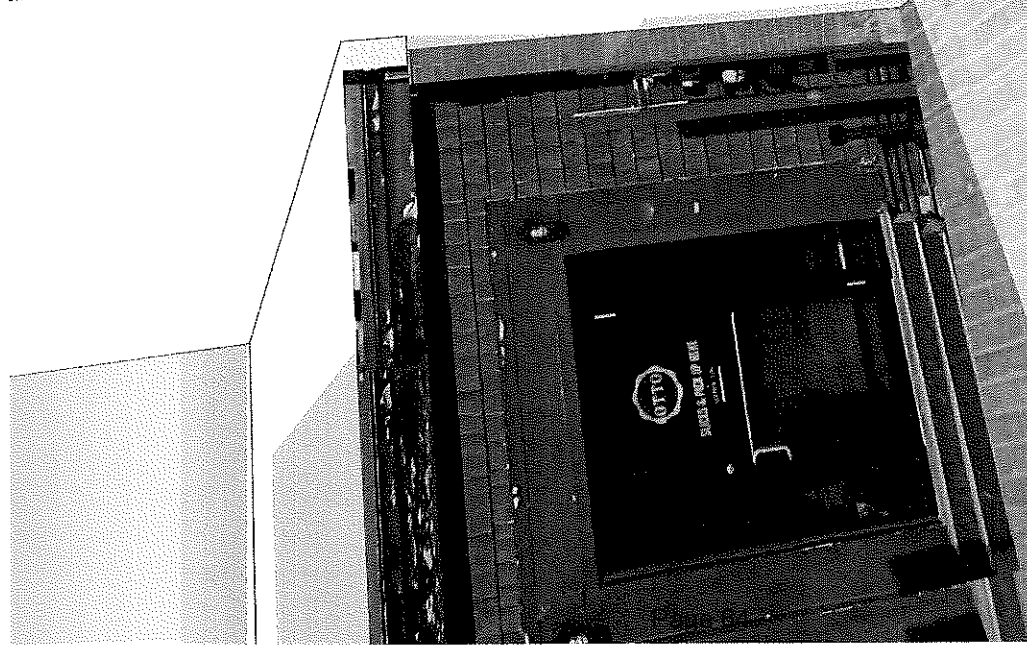
Date 3/28/2025

For Administrative Use Only

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

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

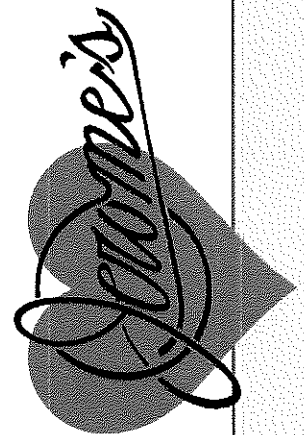
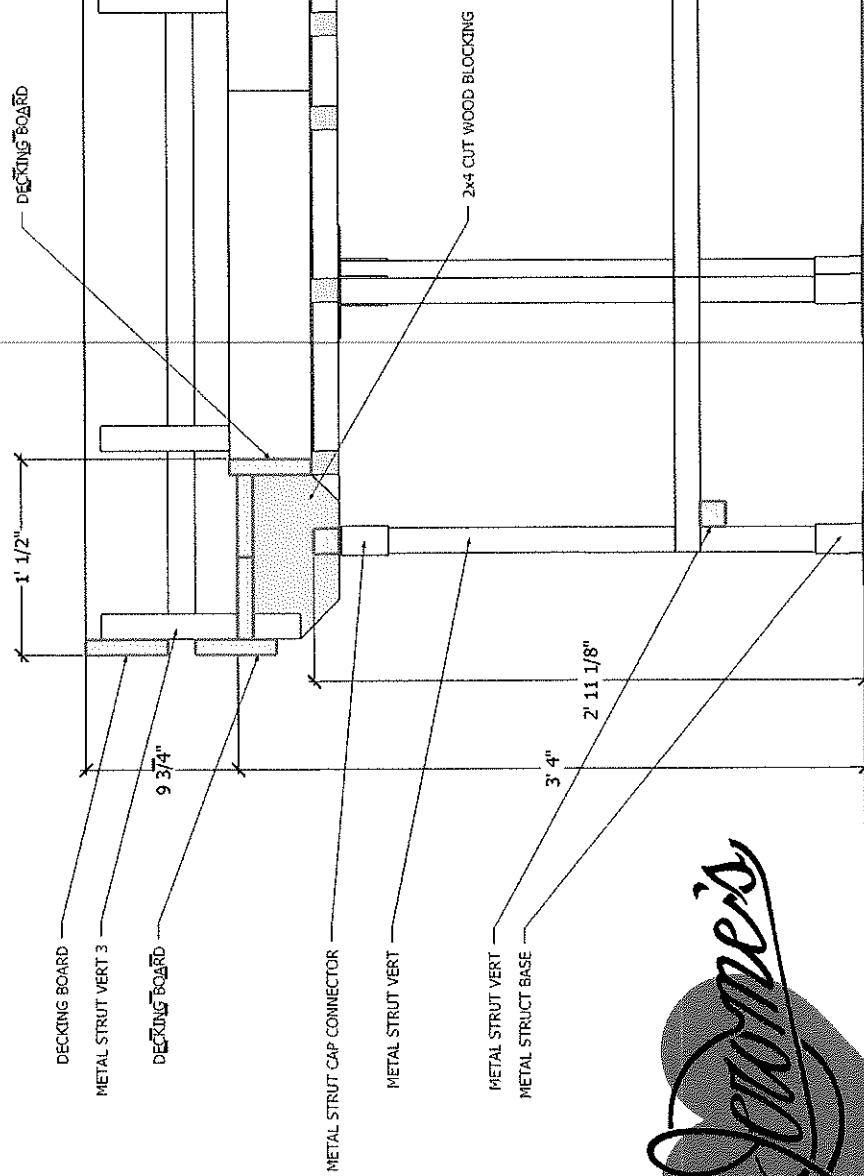
	Request Date	/	Approval	Notes: _____
FD:	_____	/	_____	_____
Health:	_____	/	_____	_____
PD:	_____	/	_____	_____
Treasury:	_____	/	_____	_____
Zoning:	_____	/	_____	_____



Stromer's

SECTION

- GENERAL NOTES:
- STRUTS: GALVANIZED HALF-SLOT A-CHANNEL
 - DECKING: 1" X 5 1/4" COMPOSITE DECKING BOARD
 - WOOD BLOCKING: 2X6 PT WOOD
 - DECKING FASTENERS: DECKING SCREWS
 - STRUT FASTENERS: 1/4" GALVANIZED NUTS & BOLTS



Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on April 28, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Board and Batten LLC, dba Jerome's. Application for Outdoor Dining on Public Property at 223 Congress Street - Sponsored by Danielle P. West, City Manager



Zachary Lenhart <zlenhart@portlandmaine.gov>

Jeromes_public dining_223 Congress

Zoning <zoning@portlandmaine.gov>

Fri, Apr 18, 2025 at 4:01 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 ground floor at 223 Congress ST (left building) 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



April 18, 2025

Board and Batten LLC
P.O. Box 8235
Portland, Maine 04104

Re: Board and Batten LLC, dba Jerome's. Application for Outdoor Dining on Public Property at 223 Congress Street

Dear Board and Batten LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday April 14, 2025 at 5:00 p.m., for the review of application for Outdoor Dining on Public Property at 223 Congress Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 11, 2025

SUBJECT: Order 172-24/25 Granting Municipal Officers' Approval of Bodkin Enterprises LLC, dba Hot Liquor Tank. Application for Class XI Restaurant/Lounge at 43 Wharf 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 4/8/25. Change of ownership of an existing establishment.

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. 2025.04.28_Hot Liquor Tank_Council Order
2. Hot Liquor Tank_Council Packet

Prepared by:

Date: 04/11/2025

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:

**Bodkin Enterprises LLC, dba Hot Liquor Tank. Application for Class XI
Restaurant/Lounge at 43 Wharf Street**

Zack Bodkin
9 Fayette Street
Portland, ME 04103
Bodkinzack@gmail.com
203-482-8272
3/24/25

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

Subject: Letter of Intent to Purchase Hot Liquor Tank, 43 Wharf Street

Dear Mayor Mark Dion and Members of the City Council,
I am writing to formally express my intent to purchase the restaurant and pub known as Hot Liquor Tank, located at 43 Wharf Street in Portland, Maine. As a committed entrepreneur with a passion for the hospitality industry, I am eager to continue the operation of this establishment and contribute to the vibrancy of Portland's renowned food and beverage scene.

My plan is to maintain Hot Liquor Tank as a welcoming restaurant and pub while implementing strategic improvements to enhance the overall customer experience. These improvements will include refinements to the business operations, food menu, and overall service quality, ensuring that the establishment continues to serve both local patrons and visitors to our city.

I am enthusiastic about the opportunity to invest in this business and to be an active participant in the growth of Wharf Street's culinary and nightlife landscape. I look forward to working collaboratively with the city and local officials to ensure a seamless transition and continued success for this business.

I appreciate your time and consideration of my intent. Should you require any additional information or wish to discuss this further, please do not hesitate to reach out. I look forward to your support and guidance as I move forward with this endeavor.

Sincerely,
Zack Bodkin



6883-2025

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: 56534	Date of Submission of BELLS application: 3/24/25
--	---

Business Information

Legal Business Entity Applicant Name (corporation, LLC): Hot Liquor Tank,	Business Name (D/B/A): Hot Liquor Tank	
Individual or Sole Proprietor Applicant Name(s): Zack Bodkin	Physical Location: 43 Wharf Street	
If applicable, what was formerly at this location: Hot Liquor Tank	Business Email Address:	
Mailing Address: 9 Fayette Street Portland, ME	Contact Person: Zack Bodkin	
Contact Person Phone: 203-482-8272	Contact Person Email: bodkinzack@gmail.com	
Manager of Establishment: Zack Bodkin	Date of Birth: 06/05/1992	Manager Phone: 203-482-8272
Owner of Premises (Landlord): Terrapin Properties, LLC	Address of Premises Owner (Landlord):	

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s): Zack Bodkin	Date of Birth: 06/05/1992	Residence Address: 9 Fayette Street Portland, ME 04103
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name: Bodkin Enterprises, LLC	Corporate Mailing Address: 9 Fayette St. Portland, ME 04103		
Contact Person: Zack Bodkin	Contact Phone: 203 482 8272		
Principal Officers	Title	Date of Birth	Residence Address
Zack Bodkin	Principal	6/5/92	9 Fayette St Portland, ME 04103
	owner		



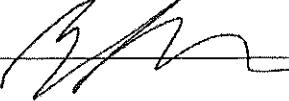
CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule):		Class XI		☐
Type of food served:	Sandwiches, Seafood, Pub Food			
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor			
Projected percentage of sales:	Generated from Food: 30		Generated from Alcohol: 70	
Hours & days of operation:	4PM-12AM			
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? :Currently Open, Targeting 4/1/25 for change of ownership				
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): Hot Liquor Tank, LLC				
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, Zachary Bodkin 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).

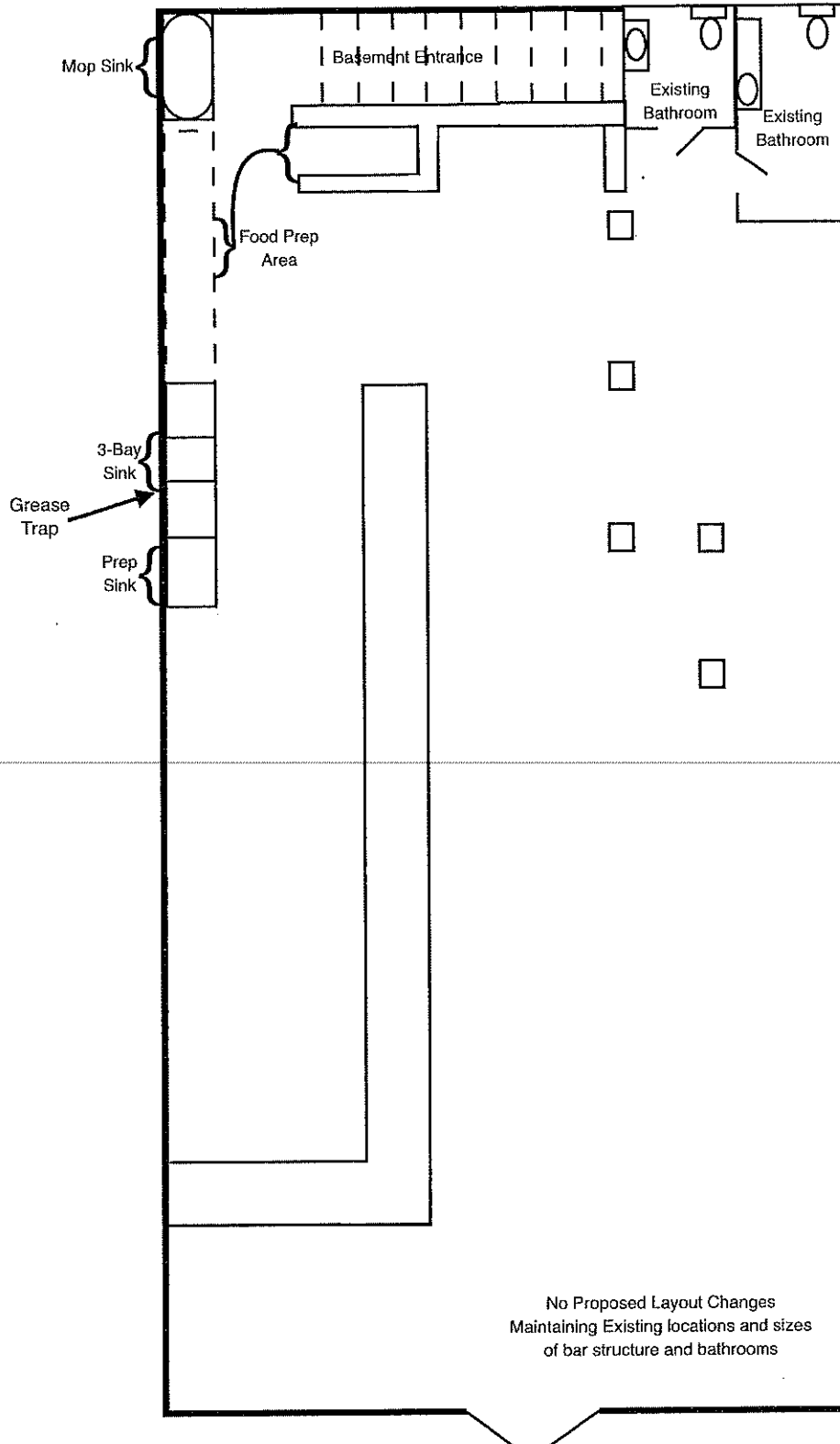
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts 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 Principal Date 3/23/25

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

BL@portlandmaine.gov • www.portlandmaine.gov



Wharf Street

Proposed Floor Plan of: Hot Liquor Tank For: City of Portland		SCALE:	N/A
		DATE:	3/28/23
LOCATION:	43 Wharf Street Portland, ME 04103		
INFORMATION:			

HOT LIQUOR TANK

SANDWICHES & PANINIS

ROAST BEEF \$14

On sourdough bread with spinach, tomatoes, cheddar cheese, and spicy mayo.

PASTRAMI \$14

On sourdough bread with Swiss cheese, coleslaw, and spicy mustard.

BBQ PORK \$14

On a ciabatta roll with cheddar cheese and coleslaw.
-Add BBQ sauce for \$1

CHICKEN BACON \$14

On a ciabatta roll with basil pesto, cheddar cheese, spinach, and tomatoes.

FRESH MOZZARELLA & AVOCADO \$14

On a ciabatta roll with spinach, tomatoes, and basil pesto.

SEAFOOD

FRIED CALAMARI \$14

Served with banana peppers, roasted red peppers, remoulade sauce, and lemon.

FRIED OYSTER PO' BOY \$MKT

On a brioche roll with lettuce, tomatoes, tartar sauce, and lemon.

LOBSTER ROLL \$25

On a grilled brioche roll with citrus aioli, and lettuce.

RAW OYSTERS \$2 each

Served with house strawberry mignonette, and lemon.

FRIED HADDOCK SANDWICH \$14

On a brioche bun with lettuce, tomato, tartar sauce, and lemon.

POPCORN SHRIMP PO' BOY \$14

On a brioche roll with lettuce, pickled red onions, spicy remoulade sauce, and lemon

FRIES

PARMESAN TRUFFLE \$8

SALT AND PEPPER \$6

HOT DOGS

HOT DOG \$6

Served with onions, relish, ketchup, and mustard.

CHILI CHEESE DOG \$8

With shredded Monterey Jack/Cheddar cheese and beef chili.

VEGGIES

CHEESE PLATE \$14

Assorted cheese, pimento-stuffed Spanish olives, jam, toasted points, figs, and pecans.

BABY KALE AVOCADO SALAD \$15

Avocado, fresh mozzarella, figs, pecans, tomatoes, and cilantro avocado ranch dressing.

Consuming raw or undercooked meats, poultry, fish, or eggs may increase your risk of foodborne illness.

Please advise your server of any food allergies.

Walking out on your tab will result in a 20% gratuity ㄿㄿ



Zachary Lenhart <zlenhart@portlandmaine.gov>

Hot Liquor Tank_Class XI_43 Wharf

Zoning <zoning@portlandmaine.gov>

Fri, Apr 18, 2025 at 4:20 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 of basement tenant space facing Wharf ST, 43 Wharf ST, is bar with food services. 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 April 28, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Bodkin Enterprises LLC, dba Hot Liquor Tank. Application for Class XI Restaurant/Lounge at 43 Wharf Street - Sponsored by Danielle P. West, City Manager

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



April 18, 2025

Bodkin Enterprises LLC,
9 Fayette Street
Portland, Maine 04103

Re: Bodkin Enterprises LLC, dba Hot Liquor Tank. Application for Class XI Restaurant/Lounge at 43 Wharf Street

Dear Bodkin Enterprises LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday April 28, 2025 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge at 43 Wharf 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: 56534

Job Type: Amendment Application

AMENDMENT TYPE

Transfer of Ownership

APPLICATION DATE RECEIVED

2025-03-24

NEW SECONDARY LICENSE(S)

None selected

LICENSEE

Zachary Bodkin

LICENSEE TYPE

Individual

BIRTHDATE

1992-06-06

GENDER

Male

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(203) 482-8272

ALTERNATE PHONE

FAX

EMAIL

bodkinzack@gmail.com

CORRESPONDENCE ADDRESS

9 Fayette Street Portland ME 04103

MAILING ADDRESS

PHYSICAL ADDRESS

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Hot Liquor Tank

OPERATOR

PHYSICAL ADDRESS

43 Wharf Street Portland ME 04101

MAILING ADDRESS

43 Wharf Street Portland ME 04101

CONTACT NAME

Zachary Bodkin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(203) 482-8272

ALTERNATE PHONE

FAX

EMAIL

bodkinzack@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.

No

2. What is your expected start date?

4/1/25

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 residents of the State of Maine?

Yes

6. Are all licensees/applicants citizens of the United States?

Yes

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

Yes

18662

8. 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

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

No

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

No

11 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

12 Do you have a manager employed?

No

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

No

14 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

15 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

16 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

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

No

(document uploaded)

18 At which address are your business records located?

9 Fayette Street Portland, ME 04103

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

4PM-12AM 7 Days a week

20 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 0.5 Miles

21 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	HLT Food Food Menu 2.pdf	
Lease/Rental Agreement	Complete_with_DocuSign_ Revised_Lease_Signed_.p df	

APPLICANT

Zachary Bodkin

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: April 16, 2025

SUBJECT: Order 173-24/25 Receiving and Referring to the Finance Committee the Portland Board of Public Education's Fiscal Year 2026 Budget Estimate and Setting a Public Hearing Thereon - 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

Final Action

Can action be taken at a later date: No

Does this item involve a new contract with the City:

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

Under this order, the City Council receives the Portland Board of Public Education's proposed Fiscal Year 2026 budget and refers it to the Finance Committee for review and recommendations. The Portland Board of Public Education took a final vote on the budget at its April 8, 2025 meeting.

The first reading and public hearing of the Fiscal Year 2026 school budget will be held on Monday, May 5, 2025, during the City Council meeting.

The second reading, public hearing and City Council action on the school budget will take place Monday, May 19, 2025, during the City Council meeting.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order -Portland Board of Public Education's Fiscal Year 2026 Budget Estimate
2. Portland Public Schools FY26 Budget Book_Updated April 16 2025 (1)

Prepared by:

Date: 04/16/2025

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 RECEIVING AND REFERRING TO THE FINANCE COMMITTEE THE
PORTLAND BOARD OF PUBLIC EDUCATION'S FISCAL YEAR 2026 BUDGET
ESTIMATE AND SETTING A PUBLIC HEARING THEREON**

ORDERED, that the Budget Estimate of the Portland Board of Public Education for Fiscal Year 2026 is hereby received and referred to the Finance Committee for review; and

BE IT FURTHER ORDERED, that the Public Hearing on the Fiscal Year 2026 School Budget will be on May 5, 2025 in the City Council Chambers, 389 Congress Street, at 5:00 p.m.



Portland Public Schools

**Fiscal Year 2026
Board of Education
Recommended Budget**

April 8, 2025

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PORTLAND PUBLIC SCHOOLS

prepared & empowered

April 8, 2025

Mayor Dion and Members of the Portland City Council:

On behalf of the Portland Board of Public Education, I and Superintendent Ryan Scallon are presenting our recommended fiscal year 2026 budget for the Portland Public Schools to you, in accordance with the City Charter.

Our Board was unanimous at its April 8 meeting in approving this \$171.8 million Portland Public Schools budget for the 2025-2026 school year. Investments in this budget will increase academic rigor, foster a joyful and supportive school culture and set us on a path to providing more effective instruction to our students with disabilities. We feel strongly that this budget is a fair and responsible one that balances both the needs of our students and the pressure on Portland taxpayers.

Our recommended fiscal year 2026 (FY26) budget builds off a theme of “Funding our Priorities.” It is directly aligned to the five priorities of the district’s new Strategic Plan: achievement, equity, whole student, people and systems. The budget includes investments to strengthen the music program at the high schools, increase rigor and support at the middle schools, enhance reading support at the elementary schools, and provide additional staffing and programmatic support for special education district-wide.

This FY26 budget was developed after extensive engagement with the community, staff and school leadership, including a series of public hearings. The community’s involvement and support was vital in creating this budget. As with any budget, it entailed some hard decisions and trade-offs. However, the end result is a fair proposal focused on improving student experiences and outcomes – all within a fiscally responsible framework.

This budget would raise the school portion of the property tax rate by 5.33 percent (\$0.42 per \$1,000 of assessed value). For the owner of a median-priced \$500,000 home, the budget would raise property taxes by \$210 per year or \$17.50 per month.

Our recommended budget is \$28,000 higher than the budget that our Superintendent presented to the City’s Finance Committee. The Superintendent’s original budget proposal

on March 4, would have increased the school share of the property tax rate by 5.3 percent. Our recommended budget marginally increases that – it requires a 5.33 percent tax rate increase.

A key reason for that difference is that, at the time the Superintendent's and the Finance Committee's budgets were developed, the district had not yet received notice of the cost of employee medical premiums for FY26. Those budgets estimated that medical premium expenses would climb by 6 percent, but the district recently learned that the actual increase for medical premiums will be 9.6 percent. That's \$350,969 more than we originally budgeted.

In addition, we as a Board voted at our April 8 meeting to approve a new calendar for the 2025-2026 school year that includes the Jewish holiday of Yom Kippur and the Muslim holiday of Eid al-Fitr as school district holidays. That ensures that our students and staff at PPS, Maine's most diverse school district, can observe those major religious holidays with their families without having to miss school. The approximate cost of adding those two paid holidays is \$65,000 per day.

As a Board, we had the option of adding the full costs of the higher medical premiums and the two new holidays to the budget, increasing the budget's impact on local taxpayers. However, we instead opted to approve reductions in budgeted expenses to largely offset the new costs, adding just \$70,000 to the budget's bottom line.

While that boosts the budget's impact on the tax rate from 5.3 percent to 5.33 percent, the \$210 property tax increase for the owner of a \$500,000 median home would remain the same.

The reductions in the budget that we approved April 8 to realize savings were: reducing non-personnel costs to academics; restructuring the student enrollment process; changing to a free staff survey platform and reducing stipends in Human Resources; the elimination of the Multilingual Center's AmeriCorps contract and adjusting two positions from full time to four and three days a week respectively; and maintaining three physical therapists, as in FY25. Originally proposed for FY26 was four physical therapists (an increase of one), but we opted in our Board budget to instead have a small increase in contracted services for physical therapy.

Highlights of our Board recommended FY26 budget include:

Key investments:

- ***Access to Enrichment Subjects:*** Providing additional music teachers at Portland and Deering. That will move each school to two music teachers and also provide access to Casco Bay High School.
- ***Elementary Literacy:*** Adding early literacy education technicians at Title I schools in kindergarten classrooms.
- ***Special Education:*** Investing in staffing at Central Office to support programming in schools, and staffing and programming at the school level.
- ***Multilingual Learners:*** External evaluation of the current programming to ensure the most effective instruction and funding to increase the number of staff with ESOL credentialing.
- ***Early Childhood Capacity:*** Slight increase in staffing to prepare for the responsibility of special education services for three- and four-year-olds and the need to develop aligned district capacity.
- ***Adult Education:*** Consultant capacity to lead evaluation and planning process for the district's largest school, serving more than 2,000 adult learners each year.

Increased expenses:

Employee salaries: Budgeted to increase by just under 5 percent from FY25 to FY26.

Medical benefits: Increasing by 9.6 percent from FY25 to FY26. Before any adjustments in staffing, this would result in a \$2.2 million increase in expenses in FY26.

Debt Service: Increasing in FY26 by \$480,000.

Maine Paid Family Medical Leave program (PFML): The district's share will be \$505,000 in FY26.

Inflation: The overall costs of goods and services in the Northeast went up 3.7 percent in the past year.

Revenues: Unlike the City, which can raise fees for parking and other services to generate revenue, the school district is not able to raise revenue and so is dependent on such revenue sources as state education aid, grants and Title 1 funds. Here are some key revenue sources for FY26:

- ***Flat state funding:*** The state subsidy for the district is relatively flat for FY26, despite the increased needs of district students, including those with special needs and a high number of students experiencing homelessness. This is due to Portland's increasing property values. A community's property valuation is a key factor in the state school funding formula, and communities with a higher valuation are expected to bear a larger local share of their students' education costs. For FY25, the Portland Public Schools received \$26.21 million in state education aid and in FY26, the district's share of state aid is \$26.3 million.

- ***Use of fund balance:*** The Portland Public Schools has built up a fund balance. The budget calls for using a little more than \$3.9 million for one-time expenses to help lower the impact on property taxes while also increasing programming for students.
- ***Title Funding Decreasing:*** Title funds, which are federal funds that assist schools with high student concentrations of poverty in meeting educational goals, are going down \$604,000 or 18 percent.

In summary, for the second year in a row, the recommended FY26 budget is a comprehensive budget of all revenues and expenses, not only local funding. The recommended \$171.8 million budget consists of a local budget of approximately \$162.8 million and \$9 million in additional funds. This budget reflects a 6 percent or \$10.3 million increase compared to the \$161.4 million FY25 budget.

The budget requires an investment of \$127.2 million from local taxpayers. It would raise the school portion of the property tax rate by 5.33 percent (\$0.42 per \$1,000 of assessed value). For the owner of a median-priced \$500,000 home, the budget would raise property taxes by \$210 per year or \$17.50 per month.

As you know, the City of Portland is frequently cited as one of the most desirable places to live in our nation. Good schools are key to a great city, attracting the young families who help vitalize our community. Our budget makes key investments that will benefit our students, support our educators and ensure that we continue to be able to offer the quality education that helps our whole community thrive. We ask you to join us in supporting this budget and sending it to Portland voters for final approval on June 10. Thank you!

Respectfully submitted,

Sarah Lentz, Chair

Portland Board of Public Education

The background of the page features a large, light blue watermark of the Portland Public Schools logo. The logo consists of a circle with several triangular segments radiating from the center, resembling a compass rose or a stylized sun. The segments are of varying lengths and are arranged in a circular pattern.

Vision

All learners will be fully prepared to participate and succeed in a diverse and ever-changing world.

Mission

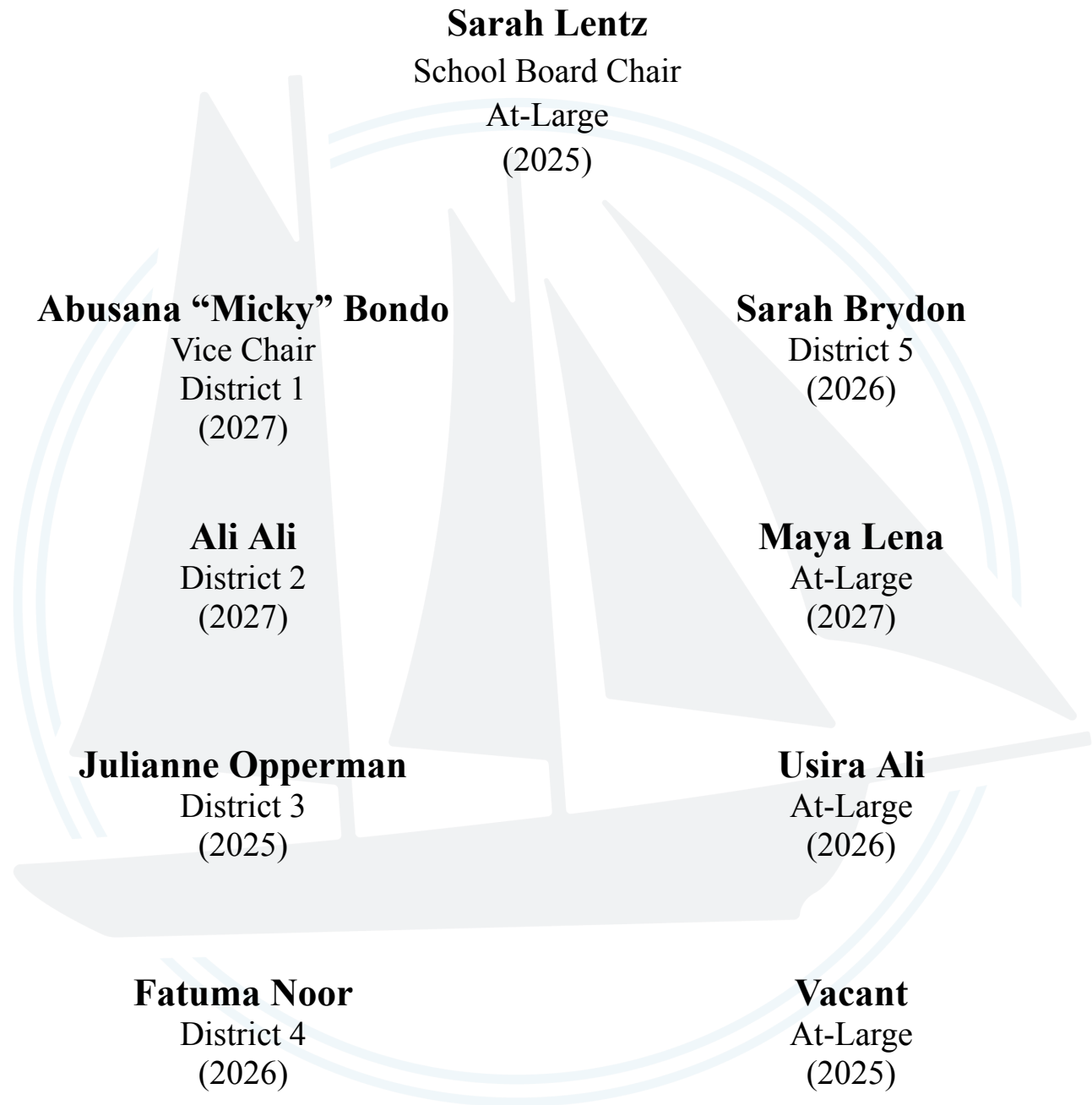
The Portland Public Schools is responsible for ensuring a challenging, relevant, and joyful education that empowers every learner to make a difference in the world. We build relationships among families, educators and the community to promote the healthy development and academic achievement of every learner.



Fiscal Year 2026 Budget Timeline

Date	Time	Activity	Location
Monday, December 9, 2024	6:00 PM	Finance Committee: Preview of Board Meeting Where Finance Team, Updates, and Finances Will Be Reviewed Board Exploration Questions	via Zoom
December 2024 - February 2025		Superintendent Works with District Staff	
Monday, January 27, 2025	7:00 PM	Finance Committee: Vote on CIP	via Zoom
Tuesday, February 4, 2025	6:00 PM	Public Forum on the 2026 School Year Budget	Board Meeting
Monday, February 10, 2025	6:00 PM	Finance Committee Review of Items From November	via Zoom
Tuesday, March 4, 2025	6:00 PM	Superintendent Presents Recommended Budget <i>• Must occur no later than 3.5 months before the end of the fiscal year</i>	School Board Meeting
Monday, March 10, 2025	6:00 PM	School Finance Committee Budget Review	via Zoom
Monday, March 17, 2025	6:00 PM	School Finance Committee Budget Review	via Zoom
Tuesday, March 18, 2025	6:00 PM	School Board Budget Workshop Following Regular Board Meeting	School Board Meeting
Thursday, March 20, 2025	5:00 PM	Joint City & School Finance Committee Meeting and Budget Review Meeting #1 <i>• Per City Charter, two (2) joint meetings must occur during the thirty (30) days following submission of the Superintendent's Proposed Budget to the School Board</i>	Joint Meeting via Zoom
Monday, March 24, 2025	6:00 PM	School Finance Committee Public Hearing and Vote on Budget to School Board For Approval	via Zoom
Thursday, March 27, 2025	5:00 PM	Joint City & School Finance Committee Meeting and Budget Review Meeting #2 <i>• Per City Charter, two (2) joint meetings must occur during the thirty (30) days following submission of the Superintendent's Proposed Budget to the School Board</i>	Joint Meeting via Zoom
Tuesday, April 1, 2025	6:00 PM	1st Reading of Recommended Budget and Public Hearing <i>• Per School Board Policy, at least two (2) public hearings on the school budget</i>	School Board Meeting
Tuesday, April 8, 2025	6:00 PM	2nd Reading of Recommended Budget and Public Hearing and Vote to Recommend Budget to City Council <i>• Per School Board Policy, at least two (2) public hearings on the school budget</i>	School Board Meeting
Tuesday, April 29, 2025	5:00 PM	Tenative: City Finance Committee Review & Refer School Board Budget and Vote to Recommend to City Council	City Finance Committee Meeting via Zoom
Monday, May 5, 2025	5:00 PM	Tenative: City Council 1st Reading of Budget at Public Hearing	City Council Meeting
Monday, May 19, 2025	5:00 PM	City Council 2nd Reading of Budget at Public Hearing and Vote for School Board Budget to Referendum	City Council Meeting
Tuesday, June 10, 2025		Public Referendum on School Budget <i>• Must occur 10 to 30 days following City Council approval</i>	

Portland Board of Public Education

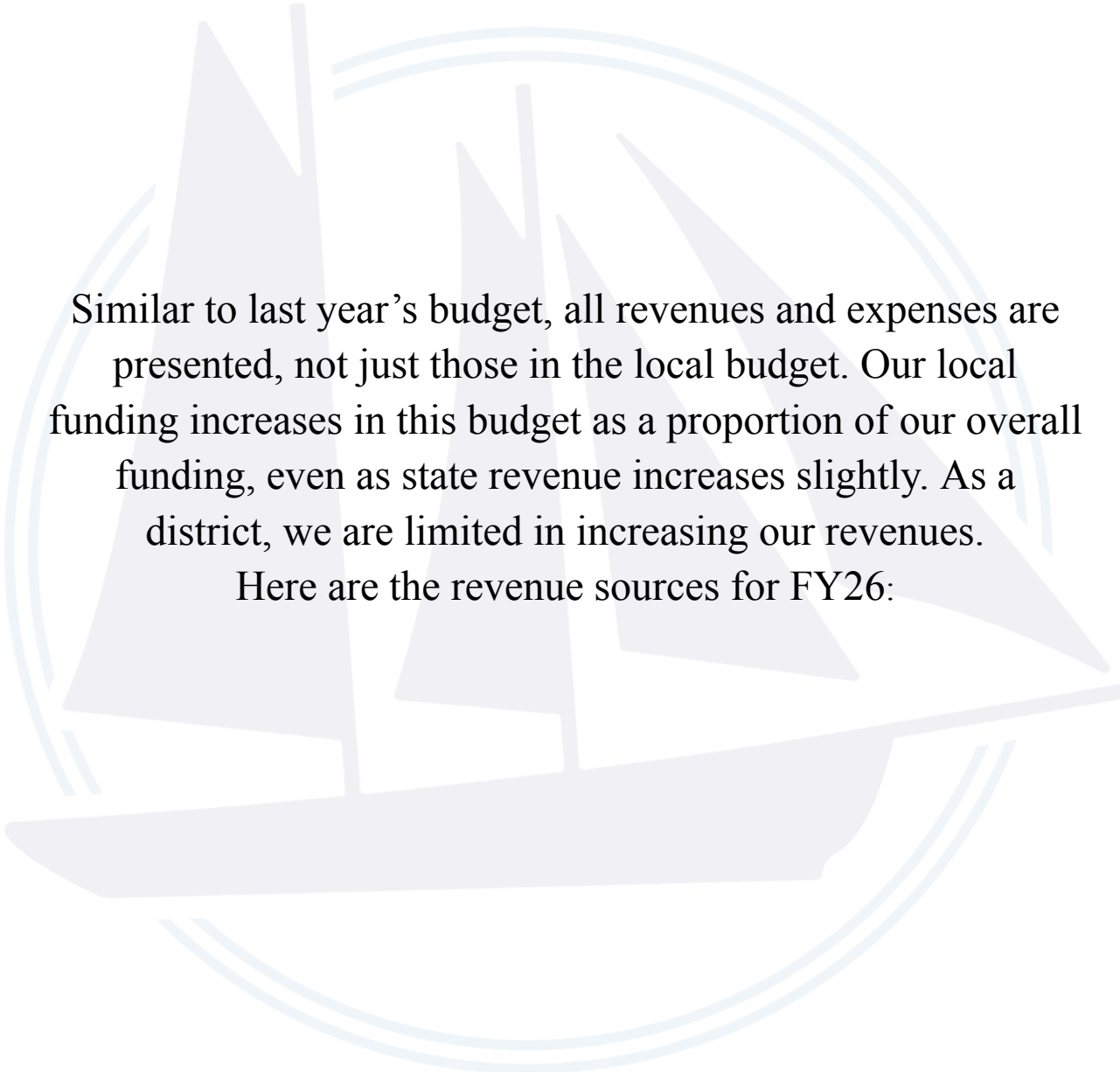


PORTLAND PUBLIC SCHOOLS



Fiscal Year 2026 Revenues

PORTLAND PUBLIC SCHOOLS



Similar to last year's budget, all revenues and expenses are presented, not just those in the local budget. Our local funding increases in this budget as a proportion of our overall funding, even as state revenue increases slightly. As a district, we are limited in increasing our revenues.

Here are the revenue sources for FY26:

Portland Public Schools
FY2026 Summary Revenue Budget
General, Adult Ed, and Food Service Funds - Summary
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
Local Revenue (non-tax)								
General	\$368,000	\$1,325,741	\$478,000	\$478,000	\$478,000	\$478,000	\$0	0.0%
Adult Ed	\$142,811	\$132,677	\$0	\$80,000	\$80,000	\$80,000	\$80,000	100.0%
Food Service	\$75,000	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
Total Local Revenue	\$585,811	\$1,521,623	\$529,500	\$609,500	\$609,500	\$609,500	\$80,000	15.1%
State Revenue								
EPS	\$19,409,181	\$20,305,250	\$19,935,654	\$20,780,163	\$20,780,163	\$20,780,163	\$844,509	4.2%
Debt Service Reimb	\$2,108,369	\$3,214,721	\$3,108,476	\$2,855,075	\$2,855,075	\$2,855,075	-\$253,401	-8.2%
Multilingual Learner Hardship Funds	\$0	\$2,071,314	\$392,087	\$0	\$0	\$0	\$0	0.0%
Other	\$249,947	\$339,022	\$226,047	\$226,047	\$226,047	\$226,047	\$0	0.0%
Adult Ed	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$38,961	4.3%
Food Services	\$1,311,576	\$1,533,203	\$1,503,039	\$1,578,214	\$1,578,214	\$1,578,214	\$75,175	5.0%
Total State Revenue	\$23,684,989	\$28,114,433	\$26,066,526	\$26,379,683	\$26,379,683	\$26,379,683	\$705,244	1.2%
Federal Revenue								
General	\$259,730	\$282,040	\$345,000	\$445,000	\$445,000	\$445,000	\$100,000	29.0%
Food Services	\$2,508,976	\$3,000,577	\$3,019,337	\$3,147,141	\$3,147,141	\$3,147,141	\$127,804	4.2%
Total Federal Revenue	\$2,768,706	\$3,282,617	\$3,364,337	\$3,592,141	\$3,592,141	\$3,592,141	\$227,804	6.8%
Total Non-Tax Revenue	\$27,039,506	\$32,918,673	\$29,960,363	\$30,581,324	\$30,581,324	\$30,581,324	\$1,013,048	2.1%
Use of Fund Balance								
General	\$2,035,390	\$557,270	\$3,582,780	\$3,900,000	\$3,900,000	\$3,900,000	\$317,220	8.9%
Adult Education	\$20,000	\$190,736	\$100,000	\$236,889	\$236,889	\$236,889	\$136,889	136.9%
Food Services	\$125,000	\$18,048	\$1,000,000	\$856,782	\$856,782	\$856,782	-\$143,218	-14.3%
Total Fund Balance	\$2,180,390	\$766,055	\$4,682,780	\$4,993,671	\$4,993,671	\$4,993,671	\$310,891	6.6%
Property Taxes								
General Education	\$101,977,282	\$108,928,268	\$117,333,679	\$125,007,887	\$124,965,973	\$125,019,522	\$7,685,843	6.6%
Adult Education	\$1,869,211	\$1,921,740	\$2,068,945	\$2,190,006	\$2,190,006	\$2,206,457	\$137,512	6.6%
Food Services	\$4,578	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Total Property Tax	\$103,851,071	\$110,850,008	\$119,402,624	\$127,197,893	\$127,155,979	\$127,225,979	\$7,823,355	6.6%
Total Revenue	\$133,070,967	\$144,534,735	\$154,045,767	\$162,772,888	\$162,730,974	\$162,800,974	\$8,755,207	5.7%

Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - Detail
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
GENERAL FUND								
<i>Local Revenue</i>								
Property Tax Revenue	\$101,977,282	\$108,928,268	\$117,333,679	\$125,007,887	\$124,965,973	\$125,019,522	\$7,685,843	6.6%
Tuition Public K-8	\$140,000	\$211,921	\$235,000	\$235,000	\$235,000	\$235,000	\$0	0.0%
Tuition Public 9-12	\$100,000	\$159,488	\$130,000	\$130,000	\$130,000	\$130,000	\$0	0.0%
Transportation - Other Org	\$90,000	\$63,772	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Interest on Investments	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$0	0.0%
Admissions 9-12	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Building Rentals	\$9,500	\$58,060	\$49,500	\$49,500	\$49,500	\$49,500	\$0	0.0%
Donations/Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Misc Local Revenue	\$10,000	\$818,650	\$10,000	\$10,000	\$10,000	\$10,000	\$0	0.0%
Sped revenue/Other Local Gov	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Refund Prior YR Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Misc Sales and Refunds	\$500	\$0	\$500	\$500	\$500	\$500	\$0	0.0%
Proceeds from Disposal of Property	\$0	\$849	\$0	\$0	\$0	\$0	\$0	0.0%
Proceeds from Disposal of Buses	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	0.0%
Total Local	\$102,345,282	\$110,254,009	\$117,811,679	\$125,485,887	\$125,443,973	\$125,497,522	\$7,685,843	6.5%
<i>State Revenue</i>								
State Share EPS (State Subsidy)	\$19,409,181	\$20,305,250	\$19,935,654	\$20,780,163	\$20,780,163	\$20,780,163	\$844,509	4.2%
State Reimbursement Debt Service	\$2,108,369	\$3,214,721	\$3,108,476	\$2,855,075	\$2,855,075	\$2,855,075	-\$253,401	-8.2%
State Agency Client	\$196,047	\$213,689	\$226,047	\$226,047	\$226,047	\$226,047	\$0	0.0%
MultiLingual Learner Hardship Funds	\$0	\$2,071,314	\$392,087	\$0	\$0	\$0	-\$392,087	-100.0%
MLTI Distinguished Educator	\$0	\$82,333	\$0	\$0	\$0	\$0	\$0	0.0%
National Board - Salary Supplement	\$53,900	\$43,000	\$0	\$0	\$0	\$0	\$0	0.0%
Total State	\$21,767,497	\$25,930,307	\$23,662,264	\$23,861,285	\$23,861,285	\$23,861,285	\$199,021	0.8%
<i>Federal Revenue</i>								
MaineCare Medicaid Reimbursement	\$300,000	\$188,497	\$300,000	\$400,000	\$400,000	\$400,000	\$100,000	33.3%
Seed Withholding	(\$90,270)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Federal Impact Aid	\$50,000	\$93,543	\$45,000	\$45,000	\$45,000	\$45,000	\$0	0.0%
Total Federal	\$259,730	\$282,040	\$345,000	\$445,000	\$445,000	\$445,000	\$100,000	29.0%
TOTAL GENERAL FUND	\$124,372,509	\$136,466,356	\$141,818,943	\$149,792,172	\$149,750,258	\$149,803,807	\$7,984,864	5.6%
USE OF FUND BALANCE	\$2,035,390	\$557,270	\$3,582,780	\$3,900,000	\$3,900,000	\$3,900,000	\$317,220	8.9%
TOTAL PRE-K-12 GENERAL FUND REVENUE & FUND BALANCE	\$126,407,899	\$137,023,625	\$145,401,723	\$153,692,172	\$153,650,258	\$153,703,807	\$8,302,084	5.7%
ADULT EDUCATION								
<i>Adult Education Local Revenue</i>								
Local Funds (tax levy)	\$1,869,211	\$1,921,740	\$2,068,945	\$2,190,006	\$2,190,006	\$2,206,457	\$137,512	6.6%
Tuition Individual Enrichment	\$67,811	\$130,706	\$0	\$0	\$0	\$0	\$0	0.0%
Tuition Individual Vocational	\$55,000	\$600	\$0	\$0	\$0	\$0	\$0	0.0%
Tuition Other Academic	\$20,000	\$1,372	\$0	\$80,000	\$80,000	\$80,000	\$80,000	100.0%
Adult Education Misc Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Fund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Education Local Revenue	\$2,012,022	\$2,054,417	\$2,068,945	\$2,270,006	\$2,270,006	\$2,286,457	\$217,512	10.5%
<i>Adult Education State Revenue</i>								
Adult Education State Subsidy	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$0	4.3%
Adult Education State Subsidy	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$0	4.3%
USE OF FUND BALANCE	\$20,000	\$190,736	\$100,000	\$236,889	\$236,889	\$236,889	\$136,889	136.9%
TOTAL ADULT EDUCATION REVENUE	\$2,637,938	\$2,896,077	\$3,070,168	\$3,447,079	\$3,447,079	\$3,463,530	\$393,362	12.8%
FOOD SERVICE								
<i>Food Service Local Revenue</i>								
Local Funds (tax levy)	\$4,578	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Daily Sales - Lunch	\$0	-\$57	\$0	\$0	\$0	\$0	\$0	0.0%
Daily Sales Non-Reimbursement	\$56,000	\$51,510	\$37,500	\$37,500	\$37,500	\$37,500	\$0	0.0%
Special Functions	\$10,000	\$1,532	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
Building Rentals	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$0	0.0%

Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - Detail
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
Donations/Contributions	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	0.0%
Misc Sales and Refunds/Nutrition	\$3,000	\$3,220	\$3,000	\$3,000	\$3,000	\$3,000	\$0	0.0%
Food Services Local Revenue	\$79,578	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
<i>Food Services State Revenue</i>								
State Reimbursement	\$1,306,576	\$1,097,799	\$1,090,814	\$1,148,765	\$1,148,765	\$1,148,765	\$57,951	5.3%
Local Produce	\$5,000	\$33,712	\$5,500	\$5,500	\$5,500	\$5,500	\$0	0.0%
Breakfast Reduced State	\$0	\$2,112	\$2,083	\$2,258	\$2,258	\$2,258	\$175	8.4%
Breakfast Paid State	\$0	\$399,580	\$404,642	\$421,691	\$421,691	\$421,691	\$17,049	4.2%
Food Services State Revenue	\$1,311,576	\$1,533,203	\$1,503,039	\$1,578,214	\$1,578,214	\$1,578,214	\$75,175	5.0%
<i>Food Service Federal Revenue</i>								
After School Snack	\$1,095	\$712	\$927	\$962	\$962	\$962	\$35	3.8%
Summer Food Program	\$139,155	\$13,606	\$119,525	\$118,276	\$118,276	\$118,276	-\$1,249	-1.0%
Performance Based Lunch	\$40,064	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Regular	\$211,769	\$291,283	\$298,876	\$320,586	\$320,586	\$320,586	\$21,710	7.3%
Reimbursement Lunch - Reduced	\$28,028	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Free	\$948,432	\$1,271,254	\$1,304,965	\$1,370,452	\$1,370,452	\$1,370,452	\$65,487	5.0%
Reimbursement Breakfast	\$716,425	\$774,496	\$808,285	\$790,258	\$790,258	\$790,258	-\$18,027	-2.2%
Federal Non-Food Assistance	\$0	\$10,448	\$0	\$0	\$0	\$0	\$0	0.0%
Payments in Lieu of Comm	\$227,508	\$234,290	\$227,257	\$282,870	\$282,870	\$282,870	\$55,613	24.5%
Fresh Fruits and Veggies	\$76,500	\$112,000	\$99,500	\$100,800	\$100,800	\$100,800	\$1,300	1.3%
Child/Adult Care Food Program	\$120,000	\$146,713	\$160,002	\$162,937	\$162,937	\$162,937	\$2,935	1.8%
Supply Chain Assistance Funds	\$0	\$145,774	\$0	\$0	\$0	\$0	\$0	0.0%
Food Services Federal Revenue	\$2,508,976	\$3,000,577	\$3,019,337	\$3,147,141	\$3,147,141	\$3,147,141	\$127,804	4.2%
USE OF FUND BALANCE	\$125,000	\$18,048	\$1,000,000	\$856,782	\$856,782	\$856,782	-\$143,218	-14.3%
TOTAL FOOD SERVICES REVENUE	\$4,025,130	\$4,615,033	\$5,573,876	\$5,633,637	\$5,633,637	\$5,633,637	\$59,761	1.1%
TOTAL REVENUE & OTHER FUNDING SOURCES	\$133,070,967	\$144,534,735	\$154,045,767	\$162,772,888	\$162,730,974	\$162,800,974	\$8,755,207	5.7%

Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
GENERAL								
Local Revenue								
General	\$102,345,282	\$110,254,009	\$117,811,679	\$125,485,887	\$125,443,973	\$125,497,522	\$7,685,843	6.5%
Adult Ed	\$2,012,022	\$2,054,417	\$2,068,945	\$2,270,006	\$2,270,006	\$2,286,457	\$217,512	10.5%
Food Service	\$79,578	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
Total Local Revenue	\$104,436,882	\$112,371,631	\$119,932,124	\$127,807,393	\$127,765,479	\$127,835,479	\$7,903,355	6.6%
Local Grants								
Barr Grant - High School Redesign	\$166,667	\$48,000	\$0	\$195,000	\$195,000	\$195,000	\$195,000	100.0%
RREV: Outdoor/Experiential Learning	\$125,000	\$259,665	\$50,000	\$0	\$0	\$0	(\$50,000)	-100.0%
Total Local Grants	\$291,667	\$307,665	\$50,000	\$195,000	\$195,000	\$195,000	\$145,000	
Total Local Funds	\$104,728,549	\$112,679,296	\$119,982,124	\$128,002,393	\$127,960,479	\$128,030,479	\$8,048,355	
State Revenue								
State Share EPS (State Subsidy)	\$17,984,999	\$17,039,433	\$16,033,030	\$17,055,500	\$17,055,500	\$17,055,500	\$1,022,470	6.4%
Career & Technical Education Center Allocation	\$3,322,907	\$3,523,947	\$3,716,194	\$3,724,663	\$3,724,663	\$3,724,663	\$8,469	0.2%
Education Service Center Member Allocation	\$181,326	\$181,185	\$186,430	\$0	\$0	\$0	(\$186,430)	-100.0%
Less: MaineCare Seed (Private & Public)	(\$280,764)	(\$439,315)	\$0	\$0	\$0	\$0	\$0	0.0%
MultiLingual Learner Hardship Funds	\$672,501	\$2,071,314	\$392,087	\$0	\$0	\$0	(\$392,087)	-100.0%
MLTI Distinguished Educator	\$0	\$82,333	\$0	\$0	\$0	\$0	\$0	0.0%
State Reimbursement Debt Service	\$2,108,369	\$3,214,721	\$3,108,476	\$2,855,075	\$2,855,075	\$2,855,075	(\$253,401)	-8.2%
State Agency Client	\$196,047	\$213,689	\$226,047	\$226,047	\$226,047	\$226,047	\$0	0.0%
National Board - Salary Supplement	\$53,900	\$43,000	\$0	\$0	\$0	\$0	\$0	0.0%
Total State Programming Revenue	\$24,239,285	\$25,930,307	\$23,662,264	\$23,861,285	\$23,861,285	\$23,861,285	\$199,021	0.8%
State Grants								
Afghan Grant	\$0	\$26,091	\$0	\$0	\$0	\$0	\$0	0.0%
Community School Grant	\$0	\$236,575	\$0	\$0	\$0	\$0	\$0	0.0%
ESSER State Set-Aside	\$0	\$844,960	\$0	\$0	\$0	\$0	\$0	0.0%
Make It Happen	\$0	\$42,300	\$0	\$0	\$0	\$0	\$0	0.0%
MHA - Preventing Homelessness	\$0	\$0	\$0	\$443,141	\$443,141	\$443,141	\$443,141	100.0%
Miscellaneous Local Grants	\$0	\$86,882	\$0	\$0	\$0	\$0	\$0	0.0%
MLEH Grant	\$821,025	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
MLTI Grant	\$0	\$308,018	\$0	\$0	\$0	\$0	\$0	0.0%
NewSchools Venture Fund	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins State	\$187,112	\$81,442	\$98,163	\$0	\$0	\$0	(\$98,163)	-100.0%
Reiche Summer Program	\$0	\$19,400	\$0	\$0	\$0	\$0	\$0	0.0%
Sewall Foundation	\$0	\$42,300	\$0	\$0	\$0	\$0	\$0	0.0%
Total State and Local Grants	\$1,008,137	\$1,797,968	\$98,163	\$443,141	\$443,141	\$443,141	\$344,978	351.4%
Federal Revenue								
MaineCare Medicaid Reimbursement	\$300,000	\$188,497	\$300,000	\$400,000	\$400,000	\$400,000	\$100,000	33.3%
Seed Withholding	(\$90,270)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Federal Impact Aid	\$50,000	\$93,543	\$45,000	\$45,000	\$45,000	\$45,000	\$0	0.0%
Total Federal	\$259,730	\$282,040	\$345,000	\$445,000	\$445,000	\$445,000	\$100,000	29.0%
Title Funds								
ESEA Title IA	\$2,374,062	\$1,951,440	\$2,566,236	\$1,946,104	\$1,946,104	\$1,946,104	(\$620,132)	-24.2%
ESEA Title IIA	\$448,852	\$471,112	\$638,700	\$341,159	\$341,159	\$341,159	(\$297,541)	-46.6%
ESEA Title III	\$278,905	\$239,044	\$172,332	\$272,587	\$272,587	\$272,587	\$100,255	58.2%
ESEA Title IVA	\$217,951	\$218,507	\$17,321	\$230,209	\$230,209	\$230,209	\$212,888	1229.1%
Total Title Funds	\$3,319,770	\$2,880,104	\$3,394,589	\$2,790,059	\$2,790,059	\$2,790,059	(\$604,530)	-17.8%
Federal Grant Funds								
IDEA	\$2,033,781	\$2,205,660	\$2,213,694	\$2,223,754	\$2,223,754	\$2,223,754	\$10,060	0.5%
ARP Homeless Children & Youth I	\$8,474	\$18,844	\$0	\$0	\$0	\$0	\$0	0.0%
ARP Homeless Children & Youth II	\$43,186	\$114,174	\$0	\$0	\$0	\$0	\$0	0.0%
CARES Computer Science Mobile Lab	\$235,000	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
ESSERF 2	\$0	\$1,770,995	\$0	\$0	\$0	\$0	\$0	0.0%
ESSERF 3	\$4,948,448	\$10,654,100	\$433,000	\$0	\$0	\$0	(\$433,000)	-100.0%
McKinney-Vento Homelessness Assistance	\$31,111	\$37,965	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins Career/Technical Ed Fed Funds	\$376,000	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins Career/Technical Ed Reserve and Leadership	\$41,682	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins Federal	\$240,521	\$233,363	\$299,698	\$212,686	\$212,686	\$212,686	(\$87,012)	-29.0%
Refugee Resettlement	\$0	\$136,254	\$0	\$0	\$0	\$0	\$0	0.0%
Total Federal Grant Funds	\$7,958,203	\$15,171,356	\$2,946,392	\$2,436,440	\$2,436,440	\$2,436,440	(\$509,952)	-17.3%
Total Federal Funds	\$11,537,703	\$18,051,460	\$6,340,981	\$5,226,499	\$5,226,499	\$5,226,499	(\$1,114,482)	-17.6%

**Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - All Funds
Board of Education Recommended Budget
April 8, 2025**

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
Child Development Services								
CDS PreK Special Ed Reimbursement	\$872,166	\$1,081,229	\$881,337	\$1,265,000	\$1,265,000	\$1,265,000	\$383,663	43.5%
USE OF FUND BALANCE	\$2,035,390	\$557,270	\$3,582,780	\$3,900,000	\$3,900,000	\$3,900,000	\$317,220	8.9%
TOTAL PRE-K-12 PROGRAMMING AND FUND BALANCE	\$142,329,630	\$158,261,947	\$152,772,200	\$160,821,812	\$160,779,898	\$160,833,447	\$8,061,243	5.3%
ADULT EDUCATION								
Adult Education Local Revenue	\$2,012,022	\$2,054,417	\$2,068,945	\$2,270,006	\$2,270,006	\$2,286,457	\$217,512	10.5%
Adult Education State Revenue								
Adult Education State Subsidy	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$38,961	4.3%
Adult Education Local Grants:								
AEFLA	\$0	\$243,310	\$0	\$170,000	\$170,000	\$170,000	\$170,000	100.0%
ARP SLFR Workforce Development	\$0	\$633,211	\$0	\$0	\$0	\$0	\$0	0.0%
Clean Energy Partnership	\$0	\$0	\$0	\$208,000	\$208,000	\$208,000	\$208,000	100.0%
Commercial Contracts/Other	\$0	\$39,301	\$0	\$100,000	\$100,000	\$100,000	\$100,000	100.0%
Cumberland County ARPA	\$31,004	\$25,364	\$0	\$0	\$0	\$0	\$0	0.0%
DTRR - Diverse Talent Recruitment and Retainment	\$0	\$0	\$0	\$83,000	\$83,000	\$83,000	\$83,000	100.0%
FPAE	\$0	\$175,834	\$0	\$250,000	\$250,000.00	\$250,000	\$250,000	100.0%
FTW - Foreign Trained Workers	\$0	\$28,327	\$0	\$75,000	\$75,000	\$75,000	\$75,000	100.0%
Learn to Earn / Preble Street	\$32,000	\$2,107	\$0	\$0	\$0	\$0	\$0	0.0%
Maine Apprenticeship Prog ARPA	\$0	\$84,496	\$0	\$0	\$0	\$0	\$0	0.0%
Maine College and Career Access	\$0	\$56,878	\$0	\$75,000	\$75,000	\$75,000	\$75,000	100.0%
Maine Connectivity Authority	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	100.0%
MDOE New Mainers Resource Center Expansion Grant	\$0	\$34,765	\$0	\$312,000	\$312,000	\$312,000	\$312,000	100.0%
MJRP CCSC - Maine Jobs and Recovery Plan	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000	\$100,000	100.0%
Other (WF Agencies billing + Enrichment revenue)	\$0	\$25,409	\$0	\$60,000	\$60,000	\$60,000	\$60,000	100.0%
PAE Special Project	\$0	\$66,543	\$0	\$0	\$0	\$0	\$0	0.0%
Portland Housing Authority	\$0	\$10,618	\$0	\$24,500	\$24,500	\$24,500	\$24,500	100.0%
Tax Increment Financing (TIF)	\$0	\$151,101	\$0	\$200,000	\$200,000	\$200,000	\$200,000	100.0%
United Ways Thrive	\$0	\$0	\$0	\$27,585	\$27,585	\$27,585	\$27,585	100.0%
Total Adult Education Local Grants	\$63,004	\$1,577,264	\$0	\$1,835,085	\$1,835,085	\$1,835,085	\$1,835,085	100.0%
USE OF FUND BALANCE	\$20,000	\$190,736	\$100,000	\$236,889	\$236,889	\$236,889	\$136,889	136.9%
TOTAL ADULT EDUCATION REVENUE	\$2,700,942	\$4,473,341	\$3,070,168	\$5,282,164	\$5,282,164	\$5,298,615	\$2,228,447	72.6%
FOOD SERVICE								
Food Services Local Revenue	\$79,578	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
Food Services State Revenue								
State Reimbursement	\$1,306,576	\$1,097,799	\$1,090,814	\$1,148,765	\$1,148,765	\$1,148,765	\$57,951	5.3%
Local Produce	\$5,000	\$33,712	\$5,500	\$5,500	\$5,500	\$5,500	\$0	0.0%
Breakfast Reduced State	\$0	\$2,112	\$2,083	\$2,258	\$2,258	\$2,258	\$175	8.4%
Breakfast Paid State	\$0	\$399,580	\$404,642	\$421,691	\$421,691	\$421,691	\$17,049	4.2%
Food Services State Revenue	\$1,311,576	\$1,533,203	\$1,503,039	\$1,578,214	\$1,578,214	\$1,578,214	\$75,175	5.0%
Food Service Federal Revenue								
After School Snack	\$1,095	\$712	\$927	\$962	\$962	\$962	\$35	3.8%
Summer Food Program	\$139,155	\$13,606	\$119,525	\$118,276	\$118,276	\$118,276	(\$1,249)	-1.0%
Performance Based Lunch	\$40,064	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Regular	\$211,769	\$291,283	\$298,876	\$320,586	\$320,586	\$320,586	\$21,710	7.3%
Reimbursement Lunch - Reduced	\$28,028	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Free	\$948,432	\$1,271,254	\$1,304,965	\$1,370,452	\$1,370,452	\$1,370,452	\$65,487	5.0%
Reimbursement Breakfast	\$716,425	\$774,496	\$808,285	\$790,258	\$790,258	\$790,258	(\$18,027)	-2.2%
Federal Non-Food Assistance	\$0	\$10,448	\$0	\$0	\$0	\$0	\$0	0.0%
Payments in Lieu of Comm	\$227,508	\$234,290	\$227,257	\$282,870	\$282,870	\$282,870	\$55,613	24.5%
Fresh Fruits and Veggies	\$76,500	\$112,000	\$99,500	\$100,800	\$100,800	\$100,800	\$1,300	1.3%
Child/Adult Care Food Program	\$120,000	\$146,713	\$160,002	\$162,937	\$162,937	\$162,937	\$2,935	1.8%
Supply Chain Assistance Funds	\$0	\$145,774	\$0	\$0	\$0	\$0	\$0	0.0%
Food Services Federal Revenue	\$2,508,976	\$3,000,577	\$3,019,337	\$3,147,141	\$3,147,141	\$3,147,141	\$127,804	4.2%
USE OF FUND BALANCE	\$125,000	\$18,048	\$1,000,000	\$856,782	\$856,782	\$856,782	(\$143,218)	-14.3%
TOTAL FOOD SERVICES REVENUE	\$4,025,130	\$4,615,033	\$5,573,876	\$5,633,637	\$5,633,637	\$5,633,637	\$59,761	1.1%
TOTAL REVENUE & OTHER FUNDING SOURCES	\$149,055,702	\$167,350,320	\$161,416,244	\$171,737,613	\$171,695,699	\$171,765,699	\$10,349,455	6.4%

Portland Public Schools
Five-Year Projection - Fund Balance Details
Board of Education Recommended Budget
April 8, 2025

		FY26	FY27	FY28	FY29	FY30
STARTING BALANCE		\$11,398,122	\$7,498,122	\$6,898,122	\$6,898,122	\$6,898,122
Pension Bond Obligation		\$2,675,747				
Priority #1: Equity	Adult Ed Consultant	\$150,000				
Priority #2: Achievement	Math Design	\$45,000	Math Professional Development	\$100,000		
	Multilingual	\$125,000	Math Curriculum	\$300,000		
Priority #3: Whole Student	Early Childhood Consultant	\$70,000	Community School Pilot	\$200,000		
Priority #4: People	Leadership Training	\$40,000				
Priority #5: Systems	MainePERS Reconciling	\$500,000				
Other	Food Service Equipment	\$90,000				
	Chef	\$120,000				
	Repair and Maintenance	\$84,253				
Operational Costs						
TOTAL FUND USE		<u>\$3,900,000</u>	<u>\$600,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

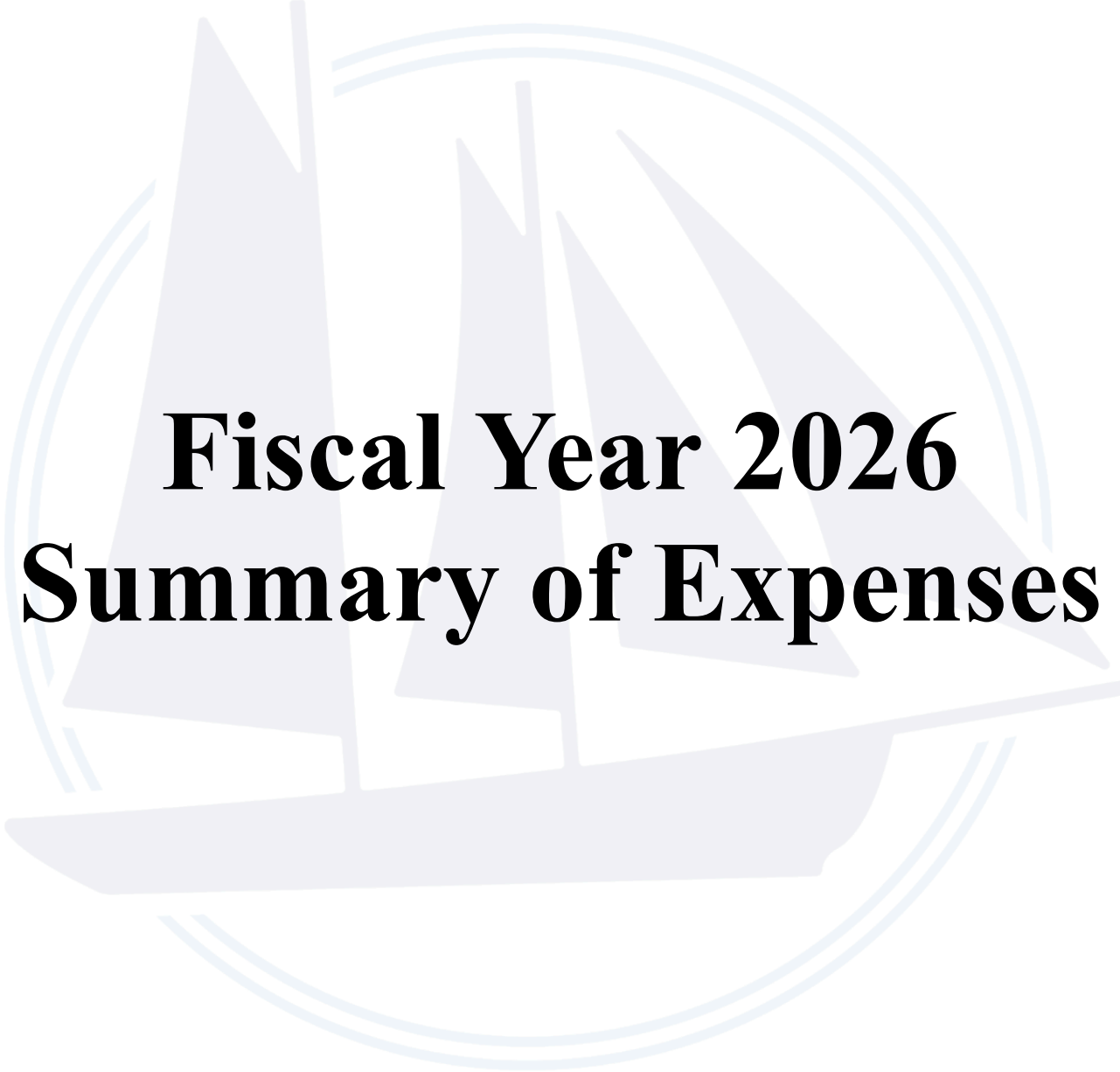
**Portland Public Schools
FY2026 Tax Rate Computation
Board of Education Recommended Budget
April 8, 2025**

	FY2021	FY2022*	FY2023	FY2024	FY2025	<u>8-Apr-25</u> FY2026
Tax Levy	\$94,338,744	\$99,083,251	\$103,851,071	\$110,850,008	\$119,402,624	\$127,225,979
\$ Increase	\$993,606	\$4,744,507	\$4,767,820	\$6,998,937	\$8,552,616	\$7,823,355
% Increase	1.06%	5.03%	4.81%	6.74%	7.72%	6.55%
 Valuation	 \$8,070,000,000	 \$8,155,000,000	 \$14,729,000,000	 \$14,879,000,000	 \$15,145,000,000	 \$15,320,000,000
\$ Increase	\$85,000,000	\$85,000,000	\$93,364,697	\$150,000,000	\$145,480,100	\$175,000,000
% Increase	1.06%	1.05%	1.14%	1.02%	0.98%	1.16%
 Tax Rate (per \$1000)	 \$11.69	 \$12.15	 \$7.05	 \$7.45	 \$7.88	 \$8.30
\$ Increase	\$0.00	\$0.46	\$0.28	\$0.40	\$0.43	\$0.42
% Increase	0.00%	3.90%	4.10%	5.68%	6.60%	5.33%

*FY 22 Had a property re-evaluation. This also impacted Tax Rate Increases in FY 23.
They have been adjusted to account for the change in evaluation and the rate adjustment as a result.

Portland Public Schools
FY2026 Five-Year Projection
General, Adult Ed, and Food Service Funds - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY26 Board Recommended Apr 8	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
GENERAL						
Local Funds						
Property Tax Levy	\$125,019,522	\$128,770,108	\$132,633,211	\$136,612,207	\$140,710,573	\$144,931,891
Total Local Programming Revenue	\$478,000	\$492,340	\$507,110	\$522,324	\$537,993	\$554,133
Total Local Grants	\$195,000	\$200,850	\$206,876	\$213,082	\$219,474	\$226,058
TOTAL LOCAL FUNDS	\$125,692,522	\$129,463,298	\$133,347,197	\$137,347,612	\$141,468,041	\$145,712,082
State Revenue						
State Share EPS (State Subsidy)	\$17,055,500	\$17,567,165	\$18,094,180	\$18,637,006	\$19,196,116	\$19,771,999
Career & Technical Education Center Allocation	\$3,724,663	\$3,944,418	\$4,177,139	\$4,423,590	\$4,684,582	\$4,960,972
State Reimbursement Debt Service	\$2,855,075	\$2,769,423	\$2,686,340	\$2,605,750	\$2,527,577	\$2,451,750
State Agency Client	\$226,047	\$226,047	\$226,047	\$226,047	\$226,047	\$226,047
Total State Programming Revenue	\$23,861,285	\$24,507,053	\$25,183,706	\$25,892,392	\$26,634,322	\$27,410,768
State Grants						
MHA - Preventing Homelessness	\$443,141					
Total State Grants	\$443,141	\$0	\$0	\$0	\$0	\$0
Federal Revenue						
MaineCare Medicaid Reimbursement	\$400,000	\$440,000	\$484,000	\$532,400	\$585,640	\$644,204
Seed Withholding	\$0	\$0	\$0	\$0	\$0	\$0
Federal Impact Aid	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Total Federal	\$445,000	\$485,000	\$529,000	\$577,400	\$630,640	\$689,204
Total Title Funds	\$2,790,059	\$2,762,158	\$2,734,537	\$2,707,191	\$2,680,120	\$2,653,318
Federal Grant Funds						
IDEA	\$2,223,754	\$2,268,229	\$2,313,594	\$2,359,866	\$2,407,063	\$2,455,204
Perkins Federal	\$212,686	\$212,686	\$212,686	\$212,686	\$212,686	\$212,686
Total Federal Grant Funds	\$2,436,440	\$2,480,915	\$2,526,280	\$2,572,552	\$2,619,749	\$2,667,890
Total Federal Funds	\$5,671,499	\$5,728,073	\$5,789,816	\$5,857,143	\$5,930,508	\$6,010,412
Child Development Services						
CDS PreK Special Ed Reimbursement	\$1,265,000	\$1,302,950	\$1,342,039	\$1,382,300	\$1,423,769	
USE OF FUND BALANCE	\$3,900,000	\$0	\$0	\$0	\$0	\$0
TOTAL PRE-K-12 PROGRAMMING AND FUND	\$160,833,447	\$161,001,374	\$165,662,757	\$170,479,447	\$175,456,640	\$179,133,263
TOTAL ADULT EDUCATION REVENUE	\$5,298,615	\$5,108,735	\$5,158,095	\$5,209,923	\$5,264,342	\$5,321,482
TOTAL FOOD SERVICES REVENUE	\$5,633,637	\$4,920,161	\$5,067,765	\$5,219,798	\$5,376,392	\$5,537,684
TOTAL REVENUE & OTHER FUNDING SOURCES	\$ 171,765,699	\$ 171,030,270	\$ 175,888,618	\$ 180,909,168	\$ 186,097,373	\$ 189,992,428



Fiscal Year 2026 Summary of Expenses

PORTLAND PUBLIC SCHOOLS

The FY26 budget includes targeted new investments in music at the high schools, rigor and support at the middle schools, reading support at our elementary schools, and special education District-wide. There also are increases in year-to-year expenses that include employees' salaries and benefits and debt service. Expenses also include inflation-driven higher costs for goods and services and our mandated contributions to Maine's new Paid Family Medical Leave program:

Portland Public Schools
FY2026 Expenditure Summary Budget - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries							
Professional Salary	\$56,817,735	\$60,029,799	\$63,366,267	\$62,695,079	\$62,233,669	\$2,203,870	3.7%
Instructional Aide/Asst	\$8,199,027	\$8,373,100	\$9,425,170	\$9,406,203	\$9,464,895	\$1,091,795	13.0%
Administration/Regular Support	\$22,736,108	\$22,252,423	\$24,784,193	\$24,877,110	\$25,180,129	\$2,927,706	13.2%
Total Regular Salaries	\$87,752,870	\$90,655,323	\$97,575,630	\$96,978,392	\$96,878,693	\$6,223,370	6.9%
Temporary Salaries							
Temporary Salary	\$1,784,789	\$1,330,961	\$891,724	\$1,502,915	\$1,510,238	\$179,277	13.5%
Tutor	\$10,244	\$65,618	\$65,894	\$65,894	\$65,894	\$276	0.4%
Substitute	\$2,643,072	\$964,845	\$2,388,181	\$2,388,182	\$2,388,182	\$1,423,337	147.5%
Teacher Additional Pay	\$163,008	\$116,502	\$123,504	\$123,504	\$123,504	\$7,002	6.0%
Regular Support Overtime	\$110,223	\$86,893	\$42,197	\$42,197	\$42,197	-\$44,696	-51.4%
Stipend/Differential	\$926,040	\$1,608,976	\$1,475,556	\$1,478,221	\$1,546,293	-\$62,683	-3.9%
Stipend/Other	\$301,150	\$0	\$186,454	\$186,454	\$162,954	\$162,954	100.0%
Retirement Sick Payout	\$99,277	\$550,000	\$500,000	\$500,000	\$500,000	-\$50,000	-9.1%
Total Temporary Salaries	\$6,037,803	\$4,723,795	\$5,673,510	\$6,287,367	\$6,339,262	\$1,615,467	34.2%
Total Salaries	\$93,790,673	\$95,379,117	\$103,249,140	\$103,265,759	\$103,217,955	\$7,838,838	8.2%
Benefits							
Health Insurance	\$18,925,937	\$21,099,532	\$22,738,044	\$22,728,214	\$23,039,858	\$1,940,326	9.2%
Medicare	\$1,334,673	\$1,381,737	\$1,475,522	\$1,475,761	\$1,475,400	\$93,663	6.8%
Retirement	\$5,934,102	\$5,402,355	\$5,374,406	\$5,377,205	\$5,379,387	-\$22,968	-0.4%
Tuition Reimbursement	\$225,281	\$430,302	\$196,759	\$195,647	\$195,647	-\$234,655	-54.5%
Workers Compensation	\$552,485	\$512,861	\$511,572	\$511,572	\$511,572	-\$1,289	-0.3%
All Other	\$392,382	\$1,594,375	\$798,495	\$798,225	\$796,671	-\$797,704	-50.0%
Unemployment	\$72,362	\$0	\$0	\$0	\$0	\$0	
PFML	\$0	\$136,607	\$506,175	\$506,257	\$506,140	\$369,533	270.5%
Total Benefits	\$27,437,222	\$30,557,769	\$31,600,973	\$31,592,881	\$31,904,675	\$1,346,906	4.4%
TOTAL SALARIES & BENEFITS	\$121,227,895	\$125,936,887	\$134,850,114	\$134,858,640	\$135,122,630	\$9,185,743	7.3%
CONTRACTED SERVICES							
PreK - 12th							
Contractual Pre-K	\$0	\$175,000	\$0	\$0	\$0	-\$175,000	-100.0%
Employee Train & Development Services	\$408,843	\$415,106	\$218,107	\$215,107	\$200,107	-\$214,999	-51.8%
EBooks & Online Subscriptions	\$66,822	\$33,620	\$57,121	\$57,121	\$57,121	\$23,501	69.9%
Software/Annual Subscription	\$829,424	\$553,985	\$1,255,050	\$1,242,810	\$1,238,885	\$684,900	123.6%
Tuition to Post-Secondary	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Staff Travel	\$195,546	\$117,481	\$169,126	\$169,126	\$169,126	\$51,645	44.0%
Security	\$41,254	\$0	\$10,000	\$10,000	\$10,000	\$10,000	100.0%
Total PreK-12th Contracted Services	\$1,541,889	\$1,295,193	\$1,709,404	\$1,694,164	\$1,675,239	\$380,046	29.3%
Special Education							
Special Education Contracted Services	\$2,347,768	\$640,440	\$400,000	\$400,000	\$425,000	-\$215,440	-33.6%
Tuition To In-State SAU	\$101,757	\$3,950	\$3,950	\$3,950	\$3,950	\$0	0.0%
Tuition to Private Source	\$2,995,722	\$3,310,000	\$3,600,000	\$3,600,000	\$3,600,000	\$290,000	8.8%
Total SPED Contracted Services	\$5,445,247	\$3,954,390	\$4,003,950	\$4,003,950	\$4,028,950	\$74,560	1.9%
Adult Education							
Adult Ed Contracted Services	\$8,036	\$3,000	\$4,947	\$4,947	\$4,947	\$1,947	64.9%
Adult Education Advertising	\$20,792	\$25,000	\$18,150	\$18,150	\$18,150	-\$6,850	-27.4%
Adult Ed Travel	\$0	\$0	\$4,667	\$4,667	\$4,667	\$4,667	100.0%
Total Adult Ed Contracted Services	\$28,828	\$28,000	\$27,764	\$27,764	\$27,764	-\$236	-0.8%

Portland Public Schools
FY2026 Expenditure Summary Budget - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY24	FY25	FY26 SUPT	FY26 Finance	FY26 Board		
	ACTUAL	BUDGET	REC Mar 4	Comm Rev	Apr 1	Apr 8	\$ +/- v FY25 % +/- v FY25
Ops and Comms							
Purchased Prof & Technical Services	\$4,035,612	\$2,184,657	\$2,890,403	\$2,870,803	\$2,695,803	\$511,146	23.4%
Other Professional Services	\$222,000	\$11,000	\$11,000	\$11,000	\$11,000	\$0	0.0%
Computer Lease	\$46,000	\$126,824	\$0	\$0	\$0	-\$126,824	-100.0%
Other Purchased Services	\$640	\$1,600	\$1,600	\$1,600	\$1,600	\$0	0.0%
Tech Related Repairs and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Software Maintenance	\$134,401	\$265,000	\$265,000	\$265,000	\$265,000	\$0	0.0%
Postage	\$46,684	\$37,200	\$41,884	\$41,884	\$41,884	\$4,684	12.6%
Phone	\$166,961	\$228,431	\$226,638	\$226,638	\$226,638	-\$1,793	-0.8%
Internet Connectivity	\$51,045	\$11,723	\$8,543	\$8,543	\$8,543	-\$3,180	-27.1%
Advertising	\$3,886	\$26,000	\$26,500	\$26,500	\$26,500	\$500	1.9%
Printing/Binding	\$52,392	\$23,030	\$42,541	\$40,041	\$40,041	\$17,011	73.9%
Photocopying	\$132,121	\$162,336	\$160,814	\$160,814	\$160,814	-\$1,522	-0.9%
Total Ops & Comm Contracted Services	\$4,891,741	\$3,077,801	\$3,674,923	\$3,652,823	\$3,477,823	\$400,022	13.0%
Insurance & Legal							
Insurance - General Liability	\$685,580	\$839,334	\$846,644	\$846,644	\$846,644	\$7,310	0.9%
Legal Services	\$482,123	\$303,900	\$328,900	\$328,900	\$328,900	\$25,000	8.2%
Total Ins & Legal Contracted Services	\$1,167,703	\$1,143,234	\$1,175,544	\$1,175,544	\$1,175,544	\$32,310	2.8%
Facilities							
Alarms	\$4,675	\$4,636	\$5,000	\$5,000	\$5,000	\$364	7.9%
Architect/Engineering - NSA	\$10,559	\$10,000	\$10,000	\$10,000	\$10,000	\$0	0.0%
Water	\$55,322	\$52,364	\$53,652	\$53,652	\$53,652	\$1,288	2.5%
Sewer	\$131,836	\$166,000	\$122,242	\$122,242	\$122,242	-\$43,758	-26.4%
Waste Disposal Services	\$142,061	\$135,000	\$150,333	\$150,333	\$150,333	\$15,333	11.4%
Recycling Services	\$122,971	\$132,000	\$140,500	\$140,500	\$140,500	\$8,500	6.4%
Hazard Waste Disposal	\$7,519	\$8,000	\$4,000	\$4,000	\$4,000	-\$4,000	-50.0%
Repair and Maintenance Services	\$1,398,266	\$1,018,300	\$1,160,830	\$1,160,830	\$1,160,830	\$142,530	14.0%
HVAC Maintenance	\$728,836	\$765,159	\$865,000	\$865,000	\$865,000	\$99,841	13.0%
Mowing/Plowing/Field Maintenance	\$530,116	\$700,000	\$620,000	\$620,000	\$620,000	-\$80,000	-11.4%
Pest Management Services	\$22,876	\$22,967	\$22,967	\$22,967	\$22,967	\$0	0.0%
Fire Extinguisher Maintenance Services	\$1,414	\$10,000	\$10,000	\$10,000	\$10,000	\$0	0.0%
Asbestos/Mold Services	\$6,926	\$41,040	\$40,000	\$40,000	\$40,000	-\$1,040	-2.5%
Vehicle & Equipment Repair	\$44,296	\$32,000	\$32,000	\$32,000	\$32,000	\$0	0.0%
Rentals	\$616,707	\$442,204	\$525,701	\$525,701	\$525,701	\$83,497	18.9%
Total Facilities Contracted Services	\$3,824,381	\$3,539,669	\$3,762,225	\$3,762,225	\$3,762,225	\$222,556	6.3%
Transportation							
Student Transportation Services	\$28,762	\$0	\$2,000	\$2,000	\$2,000	\$2,000	100.0%
Student Transportation Purchase/Private (Sped OOD and Homeles	\$1,159,886	\$603,591	\$865,000	\$865,000	\$865,000	\$261,409	43.3%
Total Transport Contracted Services	\$1,188,648	\$603,591	\$867,000	\$867,000	\$867,000	\$263,409	43.6%
TOTAL CONTRACTED SERVICES	\$18,088,437	\$13,641,878	\$15,220,810	\$15,183,470	\$15,014,545	\$1,372,667	10.1%
SUPPLIES							
Academic							
General Supplies	\$1,073,841	\$1,861,069	\$674,167	\$673,567	\$661,867	-\$1,199,202	-64.4%
Instructional Supplies	\$583,340	\$597,600	\$479,179	\$479,178	\$479,178	-\$118,422	-19.8%
Books Periodicals	\$1,269,063	\$88,645	\$666,082	\$662,582	\$649,352	\$560,707	632.5%
Tech Related Supplies	\$1,488,806	\$115,490	\$174,457	\$165,457	\$165,457	\$49,967	43.3%
Software Licenses	\$2,417	\$268,299	\$54,451	\$54,451	\$54,451	-\$213,848	-79.7%
Audiovisual Supplies	\$1,987	\$1,000	\$2,589	\$2,589	\$2,589	\$1,589	158.9%
CTE Minor Equipment	\$107,165	\$74,418	\$90,000	\$90,000	\$90,000	\$15,582	20.9%
Total Academic Supplies	\$4,526,618	\$3,006,521	\$2,140,925	\$2,127,824	\$2,102,894	-\$903,627	-30.1%

Portland Public Schools
FY2026 Expenditure Summary Budget - All Funds
Board of Education Recommended Budget
April 8, 2025

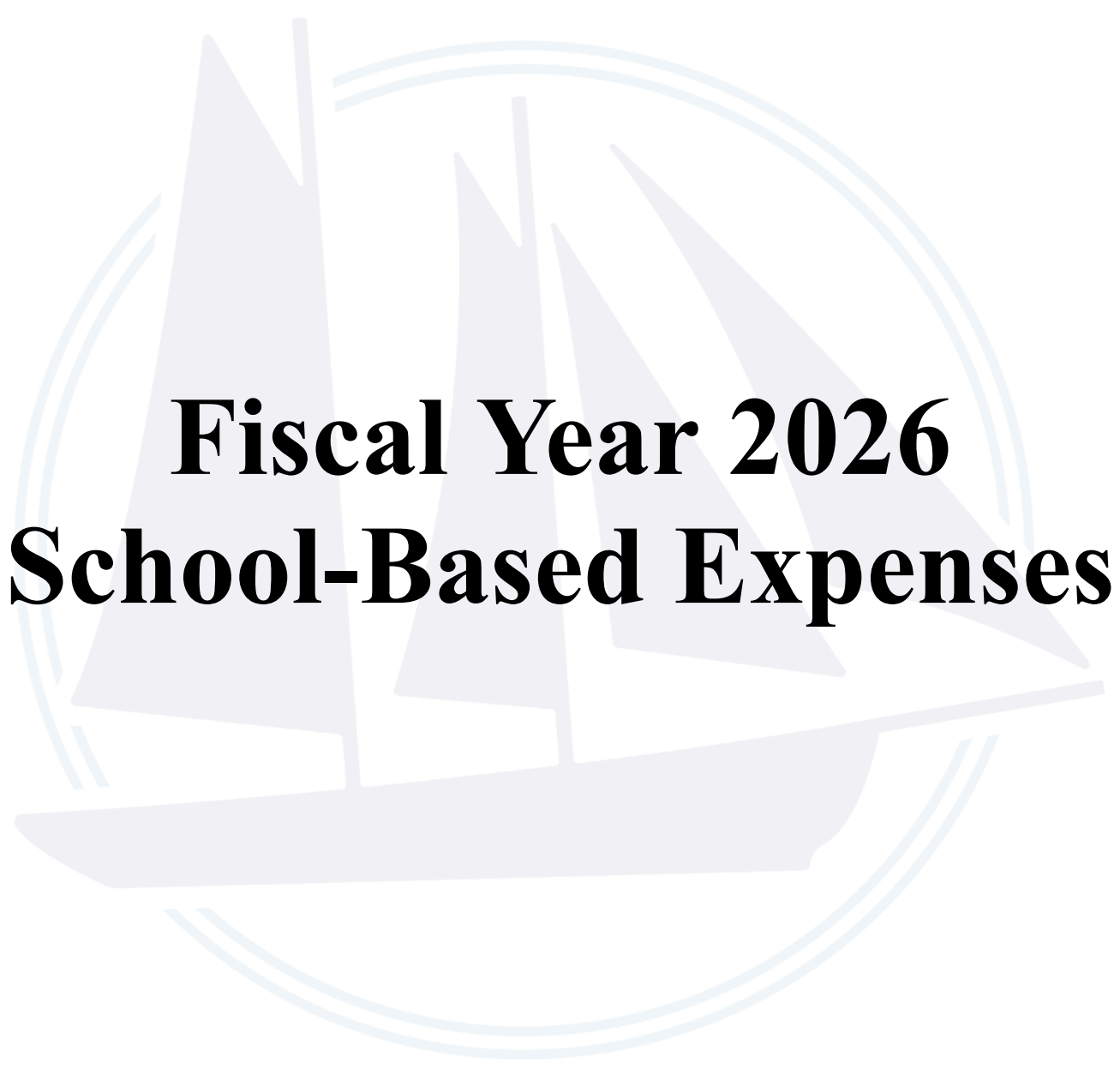
	FY24	FY25	FY26 SUPT	FY26 Finance	FY26 Board		
	ACTUAL	BUDGET	REC Mar 4	Comm Rev Apr 1	Apr 8	\$ +/-(-) v FY25	% +/- v FY25
Operations							
Custodial Supplies	\$255,395	\$250,000	\$262,804	\$262,804	\$262,804	\$12,804	5.1%
Energy	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Natural Gas	\$785,819	\$800,000	\$853,171	\$853,171	\$853,171	\$53,171	6.6%
Electricity	\$854,386	\$950,000	\$865,879	\$865,879	\$865,879	-\$84,121	-8.9%
Bottled Gas	\$5,454	\$4,500	\$5,000	\$5,000	\$5,000	\$500	11.1%
Oil	\$69,888	\$67,463	\$69,840	\$69,840	\$69,840	\$2,377	3.5%
Gasoline	\$211,789	\$255,000	\$259,000	\$259,000	\$259,000	\$4,000	1.6%
Food	\$2,165,040	\$2,142,000	\$2,250,000	\$2,250,000	\$2,250,000	\$108,000	5.0%
Non-Food Supplies	\$215,734	\$227,820	\$227,820	\$227,820	\$227,820	\$0	0.0%
Total Operations Supplies	\$4,563,505	\$4,696,782	\$4,793,514	\$4,793,514	\$4,793,514	\$96,732	2.1%
TOTAL SUPPLIES	\$9,090,123	\$7,703,304	\$6,934,439	\$6,921,338	\$6,896,408	-\$806,896	-10.5%
MISCELLANEOUS							
Dues and Fees	\$401,928	\$236,967	\$310,323	\$310,323	\$310,188	\$73,221	30.9%
Bank Fees	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Maine State Billing Fees	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
School Board Conference Fees	\$104	\$0	\$0	\$0	\$0	\$0	0.0%
Judgments Against SAU	\$133,749	\$0	\$0	\$0	\$0	\$0	0.0%
Field Trip Transportation	\$180,574	\$10,000	\$98,764	\$98,764	\$98,764	\$88,764	887.6%
Miscellaneous Expenditures	-\$118,266	\$21,086	\$264,383	\$264,383	\$264,383	\$243,297	1153.8%
Other Items	\$15,005	\$22,709	\$20,657	\$20,657	\$20,657	-\$2,052	-9.0%
Fund Transfers Out	\$24,954	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL MISCELLANEOUS	\$638,048	\$290,762	\$694,127	\$694,127	\$693,992	\$403,230	138.7%
CAPITAL EQUIPMENT							
Equipment Greater Than \$10,000	\$114,387	\$580,170	\$85,000	\$85,000	\$85,000	-\$495,170	-85.3%
Equipment Less Than \$10,000	\$119,876	\$65,000	\$115,000	\$115,000	\$115,000	\$50,000	76.9%
Vehicles (Non-Student)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Tech Related Equip Greater Than \$10,000	\$338,230	\$0	\$0	\$0	\$0	\$0	0.0%
Tech Related Equipment Less Than \$10,000	\$167,553	\$123,020	\$282,400	\$282,400	\$282,400	\$159,380	129.6%
Student Transportation Vehicles	\$1,062,006	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CAPITAL EQUIPMENT	\$1,802,052	\$768,190	\$482,400	\$482,400	\$482,400	-\$285,790	-37.2%
DEBT SERVICE							
Principal	\$8,478,861	\$8,992,170	\$9,967,132	\$9,967,132	\$9,967,132	\$974,962	10.8%
Interest	\$4,135,876	\$4,083,054	\$3,588,592	\$3,588,592	\$3,588,592	-\$494,462	-12.1%
Bond Issuance	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL DEBT SERVICE	\$12,614,737	\$13,075,225	\$13,555,724	\$13,555,724	\$13,555,724	\$480,499	3.7%
TOTAL NON SALARY AND BENEFITS	\$42,233,396	\$35,479,358	\$36,887,499	\$36,837,059	\$36,643,069	\$1,163,711	3.3%
TOTAL EXPENDITURES	\$163,461,291	\$161,416,245	\$171,737,613	\$171,695,699	\$171,765,699	\$10,349,454	6.4%

**Portland Public Schools
FY2026 Five-Year Projection
Board of Education Recommended Budget
April 8, 2025**

	FY26 Board Apr 8	FY 2027	FY2028	FY 2029	FY 2030	FY 2031
SALARIES & BENEFITS						
Regular Salaries						
Professional Salary	\$62,233,669	\$65,345,352	\$68,612,620	\$72,043,251	\$75,645,414	\$79,427,684
Instructional Aide/Asst	\$9,464,895	\$9,938,140	\$10,435,047	\$10,956,799	\$11,504,639	\$12,079,871
Administration/Regular Support	\$25,180,129	\$25,935,533	\$26,713,599	\$27,515,007	\$28,340,457	\$29,190,671
Total Regular Salaries	\$96,878,693	\$101,219,025	\$105,761,266	\$110,515,057	\$115,490,510	\$120,698,226
Temporary Salaries						
Temporary Salary	\$1,510,238	\$1,555,545	\$1,602,211	\$1,650,278	\$1,699,786	\$1,750,780
Tutor	\$65,894	\$67,871	\$69,907	\$72,004	\$74,164	\$76,389
Substitute	\$2,388,182	\$2,507,591	\$2,632,971	\$2,764,619	\$2,902,850	\$3,047,993
Teacher Additional Pay	\$123,504	\$129,679	\$136,163	\$142,971	\$150,120	\$157,626
Regular Support Overtime	\$42,197	\$43,463	\$44,767	\$46,110	\$47,493	\$48,918
Stipend/Differential	\$1,546,293	\$1,623,608	\$1,704,788	\$1,790,027	\$1,879,529	\$1,973,505
Stipend/Other	\$162,954	\$171,102	\$179,657	\$188,640	\$198,072	\$207,975
Retirement Sick Payout	\$500,000	\$505,000	\$510,050	\$515,151	\$520,302	\$525,505
Total Temporary Salaries	\$6,339,262	\$6,603,859	\$6,880,514	\$7,169,800	\$7,472,316	\$7,788,691
Total Salaries	\$103,217,955	\$107,822,884	\$112,641,780	\$117,684,857	\$122,962,826	\$128,486,917
Benefits						
Health Insurance	\$23,039,858	\$24,652,648	\$26,378,333	\$28,224,817	\$30,200,554	\$32,314,593
Medicare	\$1,475,400	\$1,563,432	\$1,633,306	\$1,706,430	\$1,782,961	\$1,863,060
Retirement	\$5,379,387	\$5,628,355	\$5,879,901	\$6,143,150	\$6,418,660	\$6,707,017
Tuition Reimbursement	\$195,647	\$201,516	\$207,562	\$213,789	\$220,202	\$226,808
Workers Compensation	\$511,572	\$526,919	\$542,727	\$559,009	\$575,779	\$593,052
All Other	\$796,671	\$852,438	\$912,109	\$975,956	\$1,044,273	\$1,117,372
PFML	\$506,140	\$539,114	\$563,209	\$588,424	\$614,814	\$642,435
Total Benefits	\$31,904,675	\$33,964,422	\$36,117,146	\$38,411,575	\$40,857,243	\$43,464,338
TOTAL SALARIES & BENEFITS	\$135,122,630	\$141,787,306	\$148,758,926	\$156,096,431	\$163,820,069	\$171,951,254
CONTRACTED SERVICES						
Total PreK-12th Contracted Services	\$1,675,239	\$1,725,496	\$1,777,261	\$1,830,579	\$1,885,496	\$1,942,061
Total SPED Contracted Services	\$4,028,950	\$4,149,819	\$4,274,313	\$4,402,542	\$4,534,619	\$4,670,657
Total Adult Ed Contracted Services	\$27,764	\$28,597	\$29,455	\$30,338	\$31,249	\$32,186
Total Ops & Comm Contracted Services	\$3,477,823	\$3,582,158	\$3,689,622	\$3,800,311	\$3,914,320	\$4,031,750
Total Ins & Legal Contracted Services	\$1,175,544	\$1,210,810	\$1,247,135	\$1,284,549	\$1,323,085	\$1,362,778
Total Facilities Contracted Services	\$3,762,225	\$3,875,091	\$3,991,344	\$4,111,085	\$4,234,417	\$4,361,450
Total Transport Contracted Services	\$867,000	\$893,010	\$919,800	\$947,394	\$975,816	\$1,005,091
TOTAL CONTRACTED SERVICES	\$15,014,545	\$15,464,981	\$15,928,930	\$16,406,798	\$16,899,002	\$17,405,972
TOTAL SUPPLIES	\$6,896,408	\$7,241,228	\$7,603,290	\$7,983,454	\$8,382,627	\$8,801,758
TOTAL MISCELLANEOUS	\$693,992	\$714,812	\$736,256	\$758,344	\$781,094	\$804,527
TOTAL CAPITAL EQUIPMENT	\$482,400	\$506,520	\$531,846	\$558,438	\$586,360	\$615,678
TOTAL DEBT SERVICE	\$13,555,724	\$10,407,285	\$8,937,526	\$8,643,875	\$8,287,243	\$7,421,471
TOTAL NON SALARY AND BENEFITS	\$36,643,069	\$34,334,826	\$33,737,848	\$34,350,910	\$34,936,327	\$35,049,407
TOTAL EXPENDITURES	\$171,765,699	\$176,122,132	\$182,496,774	\$190,447,341	\$198,756,396	\$207,000,662

Portland Public Schools
FY2026 Expenditure by State Budget Categoricals
Board of Education Recommended Budget
April 8, 2025

State Budget Category	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance		\$ +/(-) v FY25	% +/- v FY25
					Comm Rev Apr 1	FY26 Board Apr 8		
1. Regular Instruction	\$50,463,058	\$51,894,182	\$56,313,778	\$59,724,103	\$59,672,191	\$59,628,553	\$3,314,775	5.9%
2. Special Education Instruction	\$20,227,084	\$23,242,110	\$26,187,943	\$26,303,205	\$26,272,939	\$26,381,408	\$193,465	0.7%
3. CTE (Vocational) Instruction	\$3,598,754	\$3,582,685	\$3,751,344	\$3,776,389	\$3,776,389	\$3,789,146	\$37,802	1.0%
4. Other Instruction	\$2,368,728	\$2,576,905	\$2,554,604	\$2,587,441	\$2,587,441	\$2,589,312	\$34,708	1.4%
5. Student & Staff Support	\$12,855,631	\$13,592,176	\$14,329,917	\$17,427,203	\$17,427,203	\$17,332,105	\$3,002,188	21.0%
6. System Administration	\$5,099,238	\$5,847,764	\$5,666,017	\$5,882,346	\$5,882,346	\$5,797,833	\$131,816	2.3%
7. School Administration	\$6,186,655	\$6,840,936	\$6,959,124	\$7,392,566	\$7,392,566	\$7,438,098	\$478,974	6.9%
8. Transportation & Buses	\$3,938,755	\$5,200,915	\$4,700,088	\$4,835,000	\$4,835,000	\$4,873,278	\$173,190	3.7%
9. Facilities Maintenance	\$15,066,707	\$10,847,014	\$15,289,103	\$15,278,060	\$15,318,324	\$15,386,271	\$97,168	0.6%
10. Debt Service	\$6,008,608	\$12,614,737	\$9,023,422	\$9,627,973	\$9,627,973	\$9,627,973	\$604,551	6.7%
11. All Other Expenditures	\$594,681	\$744,372	\$626,383	\$857,886	\$857,886	\$859,830	\$233,447	37.3%
Total General Fund	\$126,407,899	\$136,983,796	\$145,401,723	\$153,692,172	\$153,650,258	\$153,703,807	\$8,302,084	5.7%
Adult Education	\$2,637,938	\$2,896,077	\$3,070,168	\$3,447,079	\$3,447,079	\$3,463,530	\$393,362	12.8%
Food Service	\$4,025,130	\$4,615,033	\$5,573,876	\$5,633,637	\$5,633,637	\$5,633,637	\$59,761	1.1%
TOTAL EXPENDITURES	\$133,070,967	\$144,494,906	\$154,045,767	\$162,772,888	\$162,730,974	\$162,800,974	\$8,755,207	5.7%



Fiscal Year 2026 School-Based Expenses

PORTLAND PUBLIC SCHOOLS

Our student population has remained relatively stable since 2024. At the same time, the cost of staffing and supplies has increased based on collective bargaining agreements and inflation. In response to requests from school staff, principals budgeted for a 3% increase in supplies (compared to zero-based budget process in departments) and salaries increased by the rates in the collective bargaining agreements. This section includes total student enrollment and staffing, total school-based expenses, and staffing and expenditures per school:

Portland Public Schools
FY2026 Summary Revenue Budget
Eight Year Enrollment Pattern
Board of Education Recommended Budget
April 8, 2025

School Year	Total Enrollment	Economically Disadvantaged		Students with IEPs		English Learners (EL)	
2024-25	6,498	3,651	56%	1,154	18%	1,955	30%
2023-24	6,617	3,508	53%	1,174	18%	2,001	30%
2022-23	6,429	2,851	44%	1,112	17%	1,879	29%
2021-22	6,456	2,859	44%	1,136	18%	1,621	25%
2020-21	6,495	3,266	50%	1,109	17%	1,483	23%
2019-20	6,748	3,555	53%	1,079	16%	1,564	23%
2018-19	6,695	3,436	51%	1,054	16%	1,663	25%
2017-18	6,695	3,644	54%	1,023	15%	1,634	24%

**Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
April 8, 2025**

	SY24-25	SY25-26
Teacher/Instructional Coaches	621.91	625.41
Education Technicians	238.85	246.7
Admin Staff	63.5	63.5
Administrative Staff	33.6	33.6
Support Staff	85.5	87
Facilities	67.23	67.75
Dedicated Subs	31	37
Total Staff	1141.59	1160.96

Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
April 8, 2025

	Cliff Island		East End		Longfellow		Lyseth	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	1.3	1.3	27.5	28.5	19.0	17.5	34.0	34.0
Pre-K Teacher	-	-	2.0	2.0	1.0	1.0	2.0	2.0
Teacher	1.0	1.0	19.0	19.0	14.0	13.0	25.0	25.0
Specials Teachers	0.3	0.3	3.5	3.5	2.5	2.5	4.0	4.0
Librarian	-	-	1.0	1.0	0.5	0.5	1.0	1.0
Reading Specialist	-	-	1.0	2.0	0.5	0.5	1.0	1.0
Math Specialist	-	-	1.0	1.0	0.5	-	1.0	1.0
Special Education Teachers	-	-	5.5	6.0	3.0	3.0	4.0	4.0
Resource Room Teacher	-	-	2.5	3.0	2.0	2.0	3.0	4.0
Specialized Programs Teacher	-	-	2.0	2.0	1.0	1.0	-	-
Pre-K Sped	-	-	1.0	1.0	-	-	1.0	-
Multilingual Teachers	-	-	8.0	8.0	0.5	0.5	5.0	4.5
ESOL Teachers	-	-	7.0	7.0	0.5	0.5	4.0	3.5
Pre-K ESOL Teacher	-	-	1.0	1.0	-	-	1.0	1.0
Education Technicians	-	-	21.0	23.5	8.4	8.8	14.5	11.5
Ed Tech III	-	-	0.5	2.0	-	-	3	-
Pre-K Ed Tech III	-	-	2.0	2.0	1.6	1.0	2	2.0
Pre-K Sped Ed-Tech III	-	-	1.0	1.0	-	-	2	2.0
Sped Ed Tech III	-	-	16.0	17.0	6.75	6.8	7	7.0
ML Ed Tech III	-	-	1.5	1.5	-	-	-	-
Health Ed Tech III	-	-	-	-	-	1.0	0.5	0.5
Admin Staff:	0.1	0.1	4.0	4.0	2.5	2.5	4.0	4.0
Principal	-	0.1	1.0	1.0	1	1.0	1.0	1.0
Assistant Principal	-	-	1.0	1.0	1	1.0	1.0	1.0
Teacher Leader	0.1	-	-	-	-	-	-	-
Special Education Coordinator	-	-	1.0	1.0	0.5	0.5	1.0	1.0
School Culture Coordinator	-	-	1.0	1.0	-	-	1.0	1.0
Director Co-Curricular	-	-	-	-	-	-	-	-
Administrative Staff	-	-	3.0	3.0	1.6	1.6	2.0	2.0
Secretary - FY	-	-	1.0	1.0	1.0	1.0	-	1.0
Secretary - SY	-	-	1.0	1.0	0.6	0.6	2.0	1.0
Community School Coordinator	-	-	1.0	1.0	-	-	-	-
Instructional Coaches	-	-	1.0	1.0	1.0	1.0	1.0	1.0
Instructional Coaches	-	-	1.0	1.0	1.0	1.0	1.0	1.0
Support Staff	-	-	4.0	4.0	3.0	3.0	3.0	3.0
Social Worker	-	-	2.0	2.0	2.0	2.0	2.0	2.0
Guidance Counselor	-	-	1.0	1.0	-	-	-	-
Speech Therapist	-	-	-	-	-	-	-	-
Nurse	-	-	1.0	1.0	1.0	1.0	1.0	1.0
OCC Therapist	-	-	-	-	-	-	-	-
Athletic Trainer	-	-	-	-	-	-	-	-
Extended Learning Coordinator	-	-	-	-	-	-	-	-
Make It Happen Coordinator	-	-	-	-	-	-	-	-
Health Assistant	-	-	-	-	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	-	-
Facilities	0.3	0.3	4.0	4.0	2.5	2.5	2.5	3.0
Building Custodian II - 1st Shift	0.3	0.3	-	-	-	-	-	-
Building Custodian II - 2nd Shift	-	-	2.0	2.0	1.5	1.5	1.5	2.0
Building Custodian III Head	-	-	-	-	1.0	1.0	-	1.0
Building Custodian III Shift Supervisor	-	-	1.0	1.0	-	-	-	-
Building Custodian IV Head	-	-	1.0	1.0	-	-	1.0	-
Substitutes	-	-	2.0	3.0	1.0	2.0	3.0	3.0
Dedicated Sub	-	-	2.0	3.0	1.0	2.0	3.0	3.0

Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
April 8, 2025

	Ocean Ave		PEAKS		Presumpscot		Reiche	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	24.2	24.2	5.5	6.5	20.2	20.2	33.8	34.8
Pre-K Teacher	-	-	1.0	1.0	3.0	3.0	4.0	4.0
Teacher	18.0	18.0	3.0	4.0	12.0	12.0	22.0	22.0
Specials Teachers	3.2	3.2	0.6	0.6	3.2	3.2	3.8	3.8
Librarian	1.0	1.0	0.5	0.5	-	-	1.0	1.0
Reading Specialist	1.0	1.0	0.5	0.5	1.0	1.0	2.0	3.0
Math Specialist	1.0	1.0	-	-	1.0	1.0	1.0	1.0
Special Education Teachers	5.0	5.0	1.0	1.0	2.5	2.5	3.0	3.0
Resource Room Teacher	3.0	3.0	1.0	1.0	2.0	2.0	3.0	3.0
Specialized Programs Teacher	2.0	2.0	-	-	-	-	-	-
Pre-K Sped	-	-	-	-	0.5	0.5	-	-
Multilingual Teachers	3.2	3.2	-	-	4.0	4.0	9.0	10.0
ESOL Teachers	3.2	3.2	-	-	3.0	3.0	8.0	9.0
Pre-K ESOL Teacher	-	-	-	-	1.0	1.0	1.0	1.0
Education Technicians	17.8	19.8	2.0	2.0	15.0	16.0	13.2	15.2
Ed Tech III	-	2.0	-	-	-	1.0	1.0	3.0
Pre-K Ed Tech III	-	-	-	1.0	3.0	3.0	4.0	4.0
Pre-K Sped Ed-Tech III	-	-	1.0	-	8.0	8.0	1.0	1.0
Sped Ed Tech III	17	17.0	1.0	1.0	3.0	3.0	5.0	5.0
ML Ed Tech III	0.8	0.8	-	-	1.0	1.0	2.0	2.0
Health Ed Tech III	-	-	-	-	-	-	0.2	0.2
Admin Staff:	4.0	4.0	0.9	0.9	3.0	3.0	5.0	5.0
Principal	1.0	1.0	-	0.9	1.0	1.0	-	-
Assistant Principal	1.0	1.0	-	-	1.0	1.0	-	-
Teacher Leader	-	-	0.9	-	-	-	3.0	3.0
Special Education Coordinator	1.0	1.0	-	-	0.5	0.5	1.0	1.0
School Culture Coordinator	1.0	1.0	-	-	0.5	0.5	1.0	1.0
Director Co-Curricular	-	-	-	-	-	-	-	-
Administrative Staff	2.0	2.0	1.0	1.0	1.0	1.0	2.0	2.0
Secretary - FY	1.0	1.0	-	-	1.0	1.0	1.0	1.0
Secretary - SY	1.0	1.0	1.0	1.0	-	-	1.0	1.0
Community School Coordinator	-	-	-	-	-	-	-	-
Instructional Coaches	1.0	1.0	-	-	-	-	1.0	1.0
Instructional Coaches	1.0	1.0	-	-	-	-	1.0	1.0
Support Staff	4.0	4.0	1.5	1.5	2.0	2.0	5.0	5.0
Social Worker	2.0	2.0	0.5	0.5	1.0	1.0	3.0	3.0
Guidance Counselor	-	-	-	-	-	-	-	-
Speech Therapist	1.0	1.0	-	-	-	-	-	-
Nurse	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
OCC Therapist	-	-	-	-	-	-	-	-
Athletic Trainer	-	-	-	-	-	-	-	-
Extended Learning Coordinator	-	-	-	-	-	-	-	-
Make It Happen Coordinator	-	-	-	-	-	-	-	-
Health Assistant	-	-	-	-	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	1.0	1.0
Facilities	3.5	3.5	1.0	1.0	2.5	2.5	5.0	5.0
Building Custodian II - 1st Shift	-	-	-	-	1.0	1.0	-	-
Building Custodian II - 2nd Shift	2.5	1.5	-	-	0.5	0.5	4.0	4.0
Building Custodian III Head	-	1.0	1.0	1.0	1.0	1.0	-	-
Building Custodian III Shift Supervisor	-	1.0	-	-	-	-	-	-
Building Custodian IV Head	1.0	-	-	-	-	-	1.0	1.0
Substitutes	2.0	3.0	-	-	2.0	2.0	2.0	3.0
Dedicated Sub	2.0	3.0	-	-	2.0	2.0	2.0	3.0

Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
April 8, 2025

	Rowe		Talbot		King		Lincoln	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	33.0	32.0	29.6	29.6	32.5	32.5	29.5	29.5
Pre-K Teacher	2.0	2.0	3.0	3.0	-	-	-	-
Teacher	24.0	23.0	20.0	18.0	30.0	30.0	29.0	29.0
Specials Teachers	4.0	4.0	3.6	3.6	-	-	-	-
Librarian	1.0	1.0	1.0	1.0	0.5	0.5	0.5	0.5
Reading Specialist	1.0	1.0	1.0	3.0	2.0	2.0	-	-
Math Specialist	1.0	1.0	1.0	1.0	-	-	-	-
Special Education Teachers	6.0	6.0	5.0	6.0	6.0	6.0	6.0	6.0
Resource Room Teacher	4.0	4.0	3.0	4.0	3.0	3.0	3.0	3.0
Specialized Programs Teacher	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0
Pre-K Sped	-	-	-	-	-	-	-	-
Multilingual Teachers	5.0	5.0	6.0	6.0	6.0	6.0	3.0	3.0
ESOL Teachers	4.0	4.0	5.0	5.0	6.0	6.0	3.0	3.0
Pre-K ESOL Teacher	1.0	1.0	1.0	1.0	-	-	-	-
Education Technicians	19.0	20.0	27.2	29.2	14.5	15.0	14.0	14.0
Ed Tech III	0.0	2.0	-	2.0	2.0	2.0	-	-
Pre-K Ed Tech III	2.0	2.0	3.0	3.0	-	-	-	-
Pre-K Sped Ed-Tech III	1.0	-	1.0	1.0	-	-	-	-
Sped Ed Tech III	15.0	15.0	22.0	22.0	11.0	11.0	13.0	13.0
ML Ed Tech III	1.0	1.0	1.0	1.0	1.5	2.0	1.0	1.0
Health Ed Tech III	-	-	0.2	0.2	-	-	-	-
Admin Staff:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Principal	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Assistant Principal	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Teacher Leader	-	-	-	-	-	-	-	-
Special Education Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
School Culture Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Director Co-Curricular	-	-	-	-	-	-	-	-
Administrative Staff	2.0	2.0	3.0	3.0	2.0	2.0	2.0	2.0
Secretary - FY	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Secretary - SY	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Community School Coordinator	-	-	1.0	1.0	-	-	-	-
Instructional Coaches	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Instructional Coaches	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Support Staff	5.0	5.0	6.0	6.5	7.0	7.0	6.0	6.5
Social Worker	3.0	3.0	3.0	3.0	3.0	3.0	2.0	2.5
Guidance Counselor	1.0	1.0	-	-	2.0	2.0	2.0	2.0
Speech Therapist	-	-	1.0	1.0	-	-	-	-
Nurse	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
OCC Therapist	-	-	1.0	1.0	-	-	-	-
Athletic Trainer	-	-	-	-	-	-	-	-
Extended Learning Coordinator	-	-	-	-	-	-	-	-
Make It Happen Coordinator	-	-	-	-	1.0	1.0	1.0	1.0
Health Assistant	-	-	-	0.5	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	-	-
Facilities	4.0	4.0	5.0	5.0	4.0	4.0	4.5	4.5
Building Custodian II - 1st Shift	-	-	-	-	-	-	-	-
Building Custodian II - 2nd Shift	3.0	3.0	3.0	3.0	2.0	2.0	2.5	2.5
Building Custodian III Head	-	-	-	-	-	1.0	-	-
Building Custodian III Shift Supervisor	-	-	1.0	1.0	1.0	1.0	1.0	1.0
Building Custodian IV Head	1.0	1.0	1.0	1.0	1.0	-	1.0	1.0
Substitutes	2.0	3.0	2.0	3.0	2.0	2.0	2.0	2.0
Dedicated Sub	2.0	3.0	2.0	3.0	2.0	2.0	2.0	2.0

Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
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	Moore		Casco Bay		Deering		Portland	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	33.5	33.5	22.5	22.5	46.2	47.2	49.0	48.0
Pre-K Teacher	-	-	-	-	-	-	-	-
Teacher	31.0	31.0	21.8	22.0	45.7	46.7	48.0	47.0
Specials Teachers	-	-	-	-	-	-	-	-
Librarian	0.5	0.5	0.7	0.5	0.5	0.5	1.0	1.0
Reading Specialist	2.0	2.0	-	-	-	-	-	-
Math Specialist	-	-	-	-	-	-	-	-
Special Education Teachers	6.0	6.0	5.0	6.0	11.0	11.0	7.0	7.0
Resource Room Teacher	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0
Specialized Programs Teacher	3.0	3.0	2.0	2.0	7.0	7.0	3.0	3.0
Pre-K Sped	-	-	-	-	-	-	-	-
Multilingual Teachers	3.0	3.0	2.0	2.0	9.0	9.0	9.0	9.0
ESOL Teachers	3.0	3.0	2.0	2.0	9.0	9.0	9.0	9.0
Pre-K ESOL Teacher	-	-	-	-	-	-	-	-
Education Technicians	18.5	18.0	5.0	5.0	28.8	28.8	15.0	15.0
Ed Tech III	-	-	1.0	1.0	0.5	0.5	1.0	1.0
Pre-K Ed Tech III	-	-	-	-	-	-	-	-
Pre-K Sped Ed-Tech III	-	-	-	-	-	-	-	-
Sped Ed Tech III	17.0	17.0	4.0	4.0	26.0	26.0	12	12.0
ML Ed Tech III	1.0	1.0	-	-	1.5	1.5	1.5	1.5
Health Ed Tech III	0.5	-	-	-	0.8	0.8	0.5	0.5
Admin Staff:	4.0	4.0	4.0	4.0	8.0	8.0	7.0	7.0
Principal	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Assistant Principal	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Teacher Leader	-	-	-	-	-	-	-	-
Special Education Coordinator	1.0	1.0	1.0	1.0	2.0	2.0	1.0	1.0
School Culture Coordinator	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Director Co-Curricular	-	-	-	-	1.0	1.0	1.0	1.0
Administrative Staff	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0
Secretary - FY	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Secretary - SY	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Community School Coordinator	-	-	-	-	-	-	-	-
Instructional Coaches	1.0	1.0	-	-	-	-	-	-
Instructional Coaches	1.0	1.0	-	-	-	-	-	-
Support Staff	6.5	7.0	5.0	5.0	13.0	13.0	13.0	13.0
Social Worker	2.0	2.5	1.5	1.5	4.0	5.0	4.0	4.0
Guidance Counselor	2.0	2.0	2.0	2.0	5.0	4.0	5.0	5.0
Speech Therapist	-	-	-	-	-	-	-	-
Nurse	1.0	1.0	0.5	0.5	1.0	1.0	1.0	1.0
OCC Therapist	-	-	-	-	-	-	-	-
Athletic Trainer	-	-	-	-	1.0	1.0	1.0	1.0
Extended Learning Coordinator	-	-	-	-	1.0	1.0	1.0	1.0
Make It Happen Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Health Assistant	0.5	0.5	-	-	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	-	-
Facilities	4.5	4.5	0.8	0.8	8.5	8.5	8.5	8.5
Building Custodian II - 1st Shift	1.0	1.0	-	-	1.0	1.0	1.0	1.0
Building Custodian II - 2nd Shift	2.5	2.5	0.8	0.8	5.5	5.5	5.5	5.5
Building Custodian III Head	1.0	-	-	-	-	-	-	-
Building Custodian III Shift Supervisor	-	-	-	-	1.0	1.0	1.0	1.0
Building Custodian IV Head	-	1.0	-	-	1.0	1.0	1.0	1.0
Substitutes	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0
Dedicated Sub	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0

Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
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	PATHS	
	SY24-25	SY25-26
Instructional Staff:	21.0	21.0
Pre-K Teacher	-	-
Teacher	21.0	21.0
Specials Teachers	-	-
Librarian	-	-
Reading Specialist	-	-
Math Specialist	-	-
Special Education Teachers	-	-
Resource Room Teacher	-	-
Specialized Programs Teacher	-	-
Pre-K Sped	-	-
Multilingual Teachers	1.0	1.0
ESOL Teachers	1.0	1.0
Pre-K ESOL Teacher	-	-
Education Technicians	5.0	5.0
Ed Tech III	5.0	5.0
Pre-K Ed Tech III	-	-
Pre-K Sped Ed-Tech III	-	-
Sped Ed Tech III	-	-
ML Ed Tech III	-	-
Health Ed Tech III	-	-
Admin Staff:	1.0	1.0
Principal	1.0	1.0
Assistant Principal	-	-
Teacher Leader	-	-
Special Education Coordinator	-	-
School Culture Coordinator	-	-
Director Co-Curricular	-	-
Administrative Staff	2.0	2.0
Secretary - FY	1.0	1.0
Secretary - SY	1.0	1.0
Community School Coordinator	-	-
Instructional Coaches	-	-
Instructional Coaches	-	-
Support Staff	1.5	1.5
Social Worker	-	-
Guidance Counselor	-	-
Speech Therapist	-	-
Nurse	0.5	0.5
OCC Therapist	-	-
Athletic Trainer	-	-
Extended Learning Coordinator	-	-
Make It Happen Coordinator	-	-
Health Assistant	-	-
Coordinator Student Services	1.0	1.0
Facilities	6.2	6.2
Building Custodian II - 1st Shift	-	-
Building Custodian II - 2nd Shift	4.2	4.2
Building Custodian III Head	-	-
Building Custodian III Shift Supervisor	1.0	1.0
Building Custodian IV Head	1.0	1.0
Substitutes	1.0	1.0
Dedicated Sub	1.0	1.0

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

School Based Budgets

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$73,677,233	\$74,445,792	\$79,977,940	\$79,383,367	\$79,447,229	\$5,001,437	6.7%
Temporary Salaries	\$5,337,625	\$3,290,031	\$4,777,767	\$5,388,959	\$5,422,025	\$2,131,994	64.8%
Total Salaries	\$79,014,858	\$77,735,822	\$84,755,707	\$84,772,326	\$84,869,254	\$7,133,432	9.2%
Benefits	\$22,488,796	\$24,559,453	\$25,688,148	\$25,681,168	\$25,948,061	\$1,388,608	5.7%
TOTAL SALARIES & BENEFITS	\$101,503,655	\$102,295,276	\$110,443,855	\$110,453,494	\$110,817,315	\$8,522,039	8.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$457,318	\$113,565	\$274,972	\$274,972	\$275,107	\$161,542	142.2%
SPED Contracted Services	\$1,582,859	\$14,390	\$3,950	\$3,950	\$3,950	-\$10,440	-72.5%
Adult Ed Contracted Services	\$28,828	\$28,000	\$27,764	\$27,764	\$27,764	-\$236	-0.8%
Operations & Communications Contracted Services	\$1,237,241	\$316,811	\$670,827	\$670,827	\$670,827	\$354,016	111.7%
Insurance & Legal Contracted Services	\$456,840	\$526,518	\$535,510	\$535,510	\$535,510	\$8,992	1.7%
Facilities Contracted Services	\$923,355	\$777,331	\$874,415	\$874,415	\$874,415	\$97,084	12.5%
Transport Contracted Services	\$417,709	\$3,591	\$2,000	\$2,000	\$2,000	-\$1,591	-44.3%
TOTAL CONTRACTED SERVICES	\$5,104,150	\$1,780,206	\$2,389,438	\$2,389,438	\$2,389,573	\$609,367	34.2%
SUPPLIES							
Academic Supplies	\$1,603,397	\$1,740,035	\$1,041,469	\$1,041,468	\$1,041,468	-\$698,567	-40.1%
Operations Supplies	\$1,833,610	\$281,639	\$1,881,669	\$1,881,669	\$1,881,669	\$1,600,030	568.1%
TOTAL SUPPLIES	\$3,437,007	\$2,021,675	\$2,923,138	\$2,923,137	\$2,923,137	\$901,462	44.6%
MISCELLANEOUS	\$180,247	\$40,410	\$174,577	\$174,577	\$174,442	\$134,032	331.7%
CAPITAL EQUIPMENT	\$64,935	\$55,000	\$0	\$0	\$0	-\$55,000	-100.0%
DEBT SERVICE	\$0	\$4,014,550	\$3,891,477	\$3,891,477	\$3,891,477	-\$123,073	-3.1%
TOTAL NON SALARY AND BENEFITS	\$8,786,338	\$7,911,840	\$9,378,629	\$9,378,629	\$9,378,629	\$1,466,789	18.5%
TOTAL EXPENDITURES	\$110,289,993	\$110,207,116	\$119,822,485	\$119,832,123	\$120,195,944	\$9,988,828	9.1%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland Adult Education (PAE)

Director: Abbie Yamamoto

Address: 14 Locust Street, Portland, ME 04101

Portland Adult Education (PAE) is Maine's largest adult education program, dedicated to empowering adult learners to achieve their educational, professional, and personal goals. PAE offers a diverse range of courses, including English language acquisition, high school diploma completion, workforce training, and personal enrichment classes. The program collaborates with local organizations and businesses to provide students with practical skills and employment opportunities. With a commitment to accessibility and lifelong learning, PAE helps individuals gain the knowledge and confidence needed for career advancement and community engagement. Through its supportive learning environment, PAE strives to meet the evolving needs of the community, fostering personal growth and economic development.

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Adult Education

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,816,050	\$1,664,309	\$3,595,245	\$2,984,053	\$2,953,343	\$1,289,034	77.5%
Temporary Salaries	\$643,994	\$433,740	\$17,614	\$628,806	\$661,876	\$228,136	52.6%
Total Salaries	\$3,460,044	\$2,098,049	\$3,612,859	\$3,612,859	\$3,615,219	\$1,517,170	72.3%
Benefits	\$847,614	\$500,906	\$1,019,041	\$1,019,041	\$1,033,132	\$532,226	106.3%
TOTAL SALARIES & BENEFITS	\$4,307,658	\$2,598,955	\$4,631,900	\$4,631,900	\$4,648,351	\$2,049,396	78.9%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$32,129	\$6,000	\$25,929	\$25,929	\$25,929	\$19,929	332.2%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$28,828	\$28,000	\$27,764	\$27,764	\$27,764	-\$236	-0.8%
Ops & Comm Contracted Services	\$215,952	\$73,127	\$210,483	\$210,483	\$210,483	\$137,356	187.8%
Ins & Legal Contracted Services	\$0	\$4,884	\$0	\$0	\$0	-\$4,884	-100.0%
Facilities Contracted Services	\$188,687	\$223,122	\$196,533	\$196,533	\$196,533	-\$26,589	-11.9%
Transport Contracted Services	\$28,762	\$0	\$2,000	\$2,000	\$2,000	\$2,000	100.0%
TOTAL CONTRACTED SERVICES	\$494,360	\$335,133	\$462,709	\$462,709	\$462,709	\$127,576	38.1%
SUPPLIES							
Academic Supplies	\$175,816	\$94,908	\$146,809	\$146,809	\$146,809	\$51,901	54.7%
Operations Supplies	\$29,241	\$37,342	\$39,210	\$39,210	\$39,210	\$1,868	5.0%
TOTAL SUPPLIES	\$205,057	\$132,250	\$186,019	\$186,019	\$186,019	\$53,769	40.7%
MISCELLANEOUS	\$34,790	\$3,829	\$1,536	\$1,536	\$1,536	-\$2,293	-59.9%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$734,207	\$471,213	\$650,264	\$650,264	\$650,264	\$179,051	38.0%
TOTAL EXPENDITURES	\$5,041,865	\$3,070,168	\$5,282,164	\$5,282,164	\$5,298,615	\$2,228,447	72.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Casco Bay High School (378 students)

Principal: Priya Natarajan

Address: 196 Allen Ave, Portland, ME 04103

Casco Bay High School is an expeditionary learning school that emphasizes rigorous and relevant curriculum. Students participate in learning expeditions that integrate multiple disciplines and culminate in high-quality projects. The school's small size allows for personalized learning experiences and strong relationships between students and staff. Casco Bay High School is committed to preparing students for college, career, and active citizenship.

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Casco Bay High

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$3,268,703	\$3,157,533	\$3,504,886	\$3,504,888	\$3,507,344	\$349,811	11.1%
Temporary Salaries	\$291,084	\$96,075	\$204,545	\$204,545	\$204,544	\$108,469	112.9%
Total Salaries	\$3,559,787	\$3,253,609	\$3,709,431	\$3,709,433	\$3,711,888	\$458,279	14.1%
Benefits	\$930,432	\$976,606	\$1,026,164	\$1,026,163	\$1,032,908	\$56,302	5.8%
TOTAL SALARIES & BENEFITS	\$4,490,219	\$4,230,215	\$4,735,595	\$4,735,596	\$4,744,796	\$514,581	12.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$28,744	\$0	\$4,457	\$4,457	\$4,457	\$4,457	100.0%
SPED Contracted Services	\$30,778	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$53,381	\$9,810	\$20,685	\$20,685	\$20,685	\$10,875	110.9%
Ins & Legal Contracted Services	\$14,422	\$16,467	\$16,961	\$16,961	\$16,961	\$494	3.0%
Facilities Contracted Services	\$2,380	\$8,138	\$7,673	\$7,673	\$7,673	-\$465	-5.7%
Transport Contracted Services	\$8,373	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$138,078	\$34,415	\$49,776	\$49,776	\$49,776	\$15,361	44.6%
SUPPLIES							
Academic Supplies	\$40,786	\$75,324	\$46,623	\$46,623	\$46,623	-\$28,701	-38.1%
Operations Supplies	\$935	\$0	\$40,040	\$40,040	\$40,040	\$40,040	100.0%
TOTAL SUPPLIES	\$41,721	\$75,324	\$86,663	\$86,663	\$86,663	\$11,339	15.1%
MISCELLANEOUS	\$21,365	\$0	\$13,377	\$13,377	\$13,377	\$13,377	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$201,164	\$109,739	\$149,816	\$149,816	\$149,816	\$40,077	36.5%
TOTAL EXPENDITURES	\$4,691,382	\$4,339,954	\$4,885,411	\$4,885,412	\$4,894,612	\$554,658	12.8%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Cliff Island School (3 students)

Teacher Leader: Kelly Hasson

Address: 20 Church Road, PO Box 8, Cliff Island, ME 04019

Cliff Island School offers a unique, personalized educational experience tailored to its small student body. Located on Cliff Island, the school integrates the island's natural surroundings into its curriculum, providing hands-on learning opportunities. The close-knit community ensures individualized attention, fostering strong relationships between students, staff, and residents. Emphasis is placed on experiential learning, allowing students to engage deeply with their environment and community.

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Cliff Island

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$145,567	\$93,231	\$124,158	\$124,158	\$124,226	\$30,995	33.2%
Temporary Salaries	\$10,274	\$3,870	\$4,526	\$4,526	\$4,526	\$656	17.0%
Total Salaries	\$155,840	\$97,101	\$128,684	\$128,684	\$128,752	\$31,651	32.6%
Benefits	\$33,835	\$29,033	\$35,313	\$35,313	\$35,509	\$6,476	22.3%
TOTAL SALARIES & BENEFITS	\$189,675	\$126,133	\$163,997	\$163,997	\$164,261	\$38,128	30.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$1,920	\$1,748	\$1,748	\$1,748	\$1,748	\$0	0.0%
SPED Contracted Services	\$0	\$3,950	\$3,950	\$3,950	\$3,950	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$214	\$602	\$602	\$602	\$602	\$0	0.1%
Ins & Legal Contracted Services	\$314	\$359	\$370	\$370	\$370	\$11	3.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$2,448	\$6,659	\$6,670	\$6,670	\$6,670	\$11	0.2%
SUPPLIES							
Academic Supplies	\$417	\$516	\$116	\$116	\$116	-\$400	-77.5%
Operations Supplies	\$1,855	\$0	\$1,800	\$1,800	\$1,800	\$1,800	100.0%
TOTAL SUPPLIES	\$2,272	\$516	\$1,916	\$1,916	\$1,916	\$1,400	271.3%
MISCELLANEOUS	\$200	\$0	\$400	\$400	\$400	\$400	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$4,920	\$7,175	\$8,986	\$8,986	\$8,986	\$1,811	25.2%
TOTAL EXPENDITURES	\$194,596	\$133,308	\$172,983	\$172,983	\$173,247	\$39,939	30.0%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Deering High School (836 students)

Principal: Jake Giessman

Address: 370 Stevens Ave, Portland, ME 04103

Deering High School boasts a rich history and a diverse student body. The school offers a wide range of academic courses, including Advanced Placement classes, to challenge and engage students. Extracurricular activities, from athletics to arts, provide avenues for students to explore their passions. Deering High School is dedicated to creating an inclusive environment where every student has the opportunity to succeed.

Portland Public Schools
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Deering High

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$7,796,949	\$8,170,854	\$8,776,442	\$8,776,442	\$8,787,709	\$616,855	7.5%
Temporary Salaries	\$803,054	\$507,078	\$691,281	\$691,281	\$691,281	\$184,203	36.3%
Total Salaries	\$8,600,003	\$8,677,932	\$9,467,723	\$9,467,723	\$9,478,990	\$801,058	9.2%
Benefits	\$2,620,957	\$2,730,702	\$2,843,786	\$2,843,786	\$2,874,748	\$144,046	5.3%
TOTAL SALARIES & BENEFITS	\$11,220,960	\$11,408,634	\$12,311,509	\$12,311,509	\$12,353,738	\$945,104	8.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$68,546	\$0	\$19,800	\$19,800	\$19,800	\$19,800	100.0%
SPED Contracted Services	\$171,101	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$208,628	\$23,479	\$76,920	\$76,920	\$76,920	\$53,441	227.6%
Ins & Legal Contracted Services	\$59,165	\$67,556	\$69,582	\$69,582	\$69,582	\$2,026	3.0%
Facilities Contracted Services	\$153,256	\$33,131	\$103,884	\$103,884	\$103,884	\$70,753	213.6%
Transport Contracted Services	\$107,677	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$768,373	\$124,166	\$270,186	\$270,186	\$270,186	\$146,020	117.6%
SUPPLIES							
Academic Supplies	\$190,137	\$292,261	\$124,250	\$124,250	\$124,250	-\$168,011	-57.5%
Operations Supplies	\$220,770	\$0	\$176,234	\$176,234	\$176,234	\$176,234	100.0%
TOTAL SUPPLIES	\$410,907	\$292,261	\$300,484	\$300,484	\$300,484	\$8,223	2.8%
MISCELLANEOUS	-\$46,630	\$0	\$33,500	\$33,500	\$33,500	\$33,500	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$1,132,650	\$416,427	\$604,170	\$604,170	\$604,170	\$187,743	45.1%
TOTAL EXPENDITURES	\$12,353,610	\$11,825,062	\$12,915,679	\$12,915,679	\$12,957,908	\$1,132,846	9.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

East End Community School (388 students)

Principal: Boyd Marley

Address: 195 North St, Portland, ME 04101

East End Community School serves a diverse student population, reflecting the rich cultural tapestry of Portland's East End. The school prioritizes community involvement, encouraging partnerships with local organizations to enhance educational experiences. A strong focus on the arts and environmental stewardship allows students to explore their creativity while understanding the importance of sustainability. The dedicated staff works collaboratively to ensure that every student feels valued and supported in their academic journey.

Portland Public Schools
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East End

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,882,780	\$4,977,893	\$5,357,959	\$5,357,957	\$5,365,636	\$387,743	7.8%
Temporary Salaries	\$270,568	\$127,949	\$245,994	\$245,994	\$245,994	\$118,045	92.3%
Total Salaries	\$5,153,348	\$5,105,842	\$5,603,953	\$5,603,951	\$5,611,630	\$505,788	9.9%
Benefits	\$1,540,895	\$1,648,799	\$1,798,057	\$1,798,059	\$1,818,948	\$170,149	10.3%
TOTAL SALARIES & BENEFITS	\$6,694,243	\$6,754,641	\$7,402,010	\$7,402,010	\$7,430,578	\$675,937	10.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$7,941	\$0	\$7,771	\$7,771	\$7,906	\$7,906	100.0%
SPED Contracted Services	\$192,884	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$27,539	\$11,075	\$22,240	\$22,240	\$22,240	\$11,165	100.8%
Ins & Legal Contracted Services	\$23,179	\$26,467	\$27,261	\$27,261	\$27,261	\$794	3.0%
Facilities Contracted Services	\$22,192	\$30,892	\$25,567	\$25,567	\$25,567	-\$5,325	-17.2%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$273,736	\$68,434	\$82,839	\$82,839	\$82,974	\$14,540	21.2%
SUPPLIES							
Academic Supplies	\$66,219	\$56,565	\$49,376	\$49,376	\$49,376	-\$7,189	-12.7%
Operations Supplies	\$115,550	\$0	\$127,000	\$127,000	\$127,000	\$127,000	100.0%
TOTAL SUPPLIES	\$181,769	\$56,565	\$176,376	\$176,376	\$176,376	\$119,811	211.8%
MISCELLANEOUS	\$4,417	\$0	\$4,000	\$4,000	\$3,865	\$3,865	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$459,922	\$124,999	\$263,215	\$263,215	\$263,215	\$138,216	110.6%
TOTAL EXPENDITURES	\$7,154,165	\$6,879,640	\$7,665,225	\$7,665,225	\$7,693,793	\$814,153	11.8%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

King Middle School (433 students)

Principal: Amy Marx

Address: 92 Deering Ave, Portland, ME 04102

King Middle School is renowned for its expeditionary learning model, emphasizing hands-on, project-based education. Students engage in interdisciplinary expeditions that foster critical thinking and real-world problem-solving skills. The school promotes a culture of respect and responsibility, preparing students to be active, informed citizens. With a diverse student body, King Middle School celebrates inclusivity and encourages students to explore various perspectives.

Portland Public Schools
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King Middle

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$5,014,484	\$5,132,532	\$5,317,582	\$5,332,876	\$5,338,841	\$206,309	4.0%
Temporary Salaries	\$247,046	\$205,437	\$323,989	\$323,989	\$323,985	\$118,548	57.7%
Total Salaries	\$5,261,529	\$5,337,970	\$5,641,571	\$5,656,865	\$5,662,826	\$324,856	6.1%
Benefits	\$1,470,735	\$1,676,687	\$1,688,095	\$1,689,953	\$1,705,467	\$28,780	1.7%
TOTAL SALARIES & BENEFITS	\$6,732,264	\$7,014,657	\$7,329,666	\$7,346,818	\$7,368,293	\$353,636	5.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$33,077	\$0	\$23,500	\$23,500	\$23,500	\$23,500	100.0%
SPED Contracted Services	\$74,168	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$27,922	\$20,016	\$24,000	\$24,000	\$24,000	\$3,984	19.9%
Ins & Legal Contracted Services	\$27,589	\$31,501	\$32,446	\$32,446	\$32,446	\$945	3.0%
Facilities Contracted Services	\$26,500	\$22,419	\$23,000	\$23,000	\$23,000	\$581	2.6%
Transport Contracted Services	\$38,675	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$227,930	\$73,936	\$102,946	\$102,946	\$102,946	\$29,010	39.2%
SUPPLIES							
Academic Supplies	\$79,817	\$99,949	\$64,564	\$64,564	\$64,564	-\$35,385	-35.4%
Operations Supplies	\$98,409	\$0	\$104,108	\$104,108	\$104,108	\$104,108	100.0%
TOTAL SUPPLIES	\$178,226	\$99,949	\$168,672	\$168,672	\$168,672	\$68,723	68.8%
MISCELLANEOUS	\$9,988	\$0	\$5,500	\$5,500	\$5,500	\$5,500	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$416,143	\$173,885	\$277,118	\$277,118	\$277,118	\$103,233	59.4%
TOTAL EXPENDITURES	\$7,148,408	\$7,188,542	\$7,606,784	\$7,623,936	\$7,645,411	\$456,869	6.4%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Lincoln Middle School (379 students)

Principal: Aris Ayala Cruz

Address: 522 Stevens Ave, Portland, ME 04103

Lincoln Middle School offers a comprehensive curriculum designed to meet the diverse needs of its students. The school emphasizes academic excellence while supporting social and emotional development. Extracurricular activities, including arts and athletics, provide students with opportunities to explore their interests and talents. The dedicated staff collaborates closely with families to create a supportive and engaging learning environment.

Portland Public Schools
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Lincoln Middle

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,719,806	\$4,811,718	\$4,815,513	\$4,815,513	\$4,821,383	\$9,665	0.2%
Temporary Salaries	\$206,224	\$180,025	\$299,427	\$299,427	\$299,427	\$119,402	66.3%
Total Salaries	\$4,926,029	\$4,991,743	\$5,114,940	\$5,114,940	\$5,120,810	\$129,067	2.6%
Benefits	\$1,369,175	\$1,586,486	\$1,541,808	\$1,541,808	\$1,556,924	-\$29,562	-1.9%
TOTAL SALARIES & BENEFITS	\$6,295,204	\$6,578,229	\$6,656,748	\$6,656,748	\$6,677,734	\$99,505	1.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$15,826	\$0	\$17,920	\$17,920	\$17,920	\$17,920	100.0%
SPED Contracted Services	\$143,118	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$35,811	\$14,063	\$31,100	\$31,100	\$31,100	\$17,037	121.1%
Ins & Legal Contracted Services	\$31,869	\$36,389	\$37,481	\$37,481	\$37,481	\$1,092	3.0%
Facilities Contracted Services	\$29,163	\$34,942	\$48,500	\$48,500	\$48,500	\$13,558	38.8%
Transport Contracted Services	\$52,184	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$307,971	\$85,394	\$135,001	\$135,001	\$135,001	\$49,607	58.1%
SUPPLIES							
Academic Supplies	\$60,495	\$94,140	\$49,501	\$49,501	\$49,501	-\$44,639	-47.4%
Operations Supplies	\$118,718	\$0	\$116,000	\$116,000	\$116,000	\$116,000	100.0%
TOTAL SUPPLIES	\$179,213	\$94,140	\$165,501	\$165,501	\$165,501	\$71,361	75.8%
MISCELLANEOUS	\$9,315	\$0	\$2,450	\$2,450	\$2,450	\$2,450	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$496,499	\$179,534	\$302,952	\$302,952	\$302,952	\$123,418	68.7%
TOTAL EXPENDITURES	\$6,791,703	\$6,757,763	\$6,959,700	\$6,959,700	\$6,980,686	\$222,923	3.3%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Longfellow Elementary School (261 students)

Principal: Nicole Bradeen

Address: 432 Stevens Ave, Portland, ME 04103

Longfellow Elementary School offers a student-centered approach to education, tailoring instruction to meet individual learning styles and needs. The curriculum integrates arts and sciences, fostering creativity and critical thinking. Community service projects are embedded into the school culture, teaching students the value of giving back. A supportive and collaborative environment ensures that every student feels connected and empowered to achieve their best.

Portland Public Schools
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Longfellow

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,840,027	\$2,691,915	\$2,832,882	\$2,832,882	\$2,836,338	\$144,423	5.4%
Temporary Salaries	\$154,169	\$80,583	\$202,291	\$202,291	\$202,291	\$121,708	151.0%
Total Salaries	\$2,994,196	\$2,772,498	\$3,035,173	\$3,035,173	\$3,038,629	\$266,131	9.6%
Benefits	\$822,503	\$880,754	\$904,971	\$904,971	\$914,473	\$33,719	3.8%
TOTAL SALARIES & BENEFITS	\$3,816,699	\$3,653,252	\$3,940,144	\$3,940,144	\$3,953,102	\$299,850	8.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$5,062	\$0	\$8,000	\$8,000	\$8,000	\$8,000	100.0%
SPED Contracted Services	\$28,118	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$5,101	\$9,337	\$8,300	\$8,300	\$8,300	-\$1,037	-11.1%
Ins & Legal Contracted Services	\$13,217	\$15,092	\$15,545	\$15,545	\$15,545	\$453	3.0%
Facilities Contracted Services	\$12,379	\$10,943	\$11,271	\$11,271	\$11,271	\$328	3.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$63,877	\$35,372	\$43,116	\$43,116	\$43,116	\$7,744	21.9%
SUPPLIES							
Academic Supplies	\$31,553	\$35,640	\$28,800	\$28,800	\$28,800	-\$6,840	-19.2%
Operations Supplies	\$32,434	\$0	\$41,959	\$41,959	\$41,959	\$41,959	100.0%
TOTAL SUPPLIES	\$63,987	\$35,640	\$70,759	\$70,759	\$70,759	\$35,119	98.5%
MISCELLANEOUS	\$1,043	\$0	\$1,500	\$1,500	\$1,500	\$1,500	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$727,643	\$705,811	\$705,811	\$705,811	-\$21,832	-3.0%
NON SALARY AND BENEFITS	\$128,907	\$798,655	\$821,186	\$821,186	\$821,186	\$22,531	2.8%
TOTAL EXPENDITURES	\$3,945,606	\$4,451,907	\$4,761,330	\$4,761,330	\$4,774,288	\$322,381	7.2%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Harrison Lyseth Elementary School (487 students)

Principal: Sara Goodall

Address: 175 Auburn St, Portland, ME 04103

Harrison Lyseth Elementary School is committed to academic excellence, offering a curriculum that challenges and inspires students. The school integrates technology and innovative teaching methods to enhance learning outcomes. A strong emphasis on character education helps students develop integrity, responsibility, and empathy. Extracurricular activities, including music and sports, provide well-rounded opportunities for personal growth.

Portland Public Schools
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Lyseth

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,412,011	\$4,414,085	\$4,681,324	\$4,696,618	\$4,701,080	\$286,995	6.5%
Temporary Salaries	\$326,189	\$116,279	\$230,047	\$230,047	\$230,047	\$113,768	97.8%
Total Salaries	\$4,738,200	\$4,530,364	\$4,911,371	\$4,926,665	\$4,931,127	\$400,763	8.8%
Benefits	\$1,365,471	\$1,423,877	\$1,451,874	\$1,453,732	\$1,465,704	\$41,827	2.9%
TOTAL SALARIES & BENEFITS	\$6,103,671	\$5,954,242	\$6,363,245	\$6,380,397	\$6,396,831	\$442,589	7.4%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$14,433	\$0	\$20,315	\$20,315	\$20,315	\$20,315	100.0%
SPED Contracted Services	\$11,891	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$8,269	\$12,325	\$13,024	\$13,024	\$13,024	\$699	5.7%
Ins & Legal Contracted Services	\$15,600	\$17,812	\$18,346	\$18,346	\$18,346	\$534	3.0%
Facilities Contracted Services	\$8,114	\$18,014	\$8,722	\$8,722	\$8,722	-\$9,292	-51.6%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$58,307	\$48,151	\$60,407	\$60,407	\$60,407	\$12,256	25.5%
SUPPLIES							
Academic Supplies	\$69,475	\$66,420	\$46,194	\$46,194	\$46,194	-\$20,226	-30.5%
Operations Supplies	\$45,243	\$0	\$37,656	\$37,656	\$37,656	\$37,656	100.0%
TOTAL SUPPLIES	\$114,718	\$66,420	\$83,850	\$83,850	\$83,850	\$17,430	26.2%
MISCELLANEOUS	\$10,732	\$7,451	\$9,558	\$9,558	\$9,558	\$2,107	28.3%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$1,175,242	\$1,137,358	\$1,137,358	\$1,137,358	-\$37,884	-3.2%
NON SALARY AND BENEFITS	\$183,757	\$1,297,264	\$1,291,173	\$1,291,173	\$1,291,173	-\$6,091	-0.5%
TOTAL EXPENDITURES	\$6,287,428	\$7,251,506	\$7,654,418	\$7,671,570	\$7,688,004	\$436,498	6.0%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Lyman Moore Middle School (467 students)

Principal: Darralynn Jones

Address: 171 Auburn Street, Portland, ME 04103

Lyman Moore Middle School focuses on fostering a community of learners who are curious, compassionate, and committed to personal growth. The school offers a variety of programs aimed at developing critical thinking and leadership skills. Collaborative teaching practices and a supportive environment ensure that students are well-prepared for high school and beyond. Community partnerships enhance the educational experience by connecting students with real-world learning opportunities.

Portland Public Schools
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Moore Middle

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$5,535,969	\$5,171,340	\$5,284,443	\$5,284,443	\$5,291,305	\$119,965	2.3%
Temporary Salaries	\$280,120	\$196,653	\$314,938	\$314,938	\$314,939	\$118,286	60.1%
Total Salaries	\$5,816,089	\$5,367,993	\$5,599,381	\$5,599,381	\$5,606,244	\$238,251	4.4%
Benefits	\$1,655,194	\$1,735,251	\$1,727,023	\$1,727,023	\$1,745,229	\$9,978	0.6%
TOTAL SALARIES & BENEFITS	\$7,471,283	\$7,103,244	\$7,326,404	\$7,326,404	\$7,351,473	\$248,229	3.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$20,579	\$0	\$9,293	\$9,293	\$9,293	\$9,293	100.0%
SPED Contracted Services	\$83,786	\$10,440	\$0	\$0	\$0	-\$10,440	-100.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$112,965	\$15,365	\$29,827	\$29,827	\$29,827	\$14,462	94.1%
Ins & Legal Contracted Services	\$32,273	\$36,850	\$37,956	\$37,956	\$37,956	\$1,106	3.0%
Facilities Contracted Services	\$51,787	\$20,966	\$40,337	\$40,337	\$40,337	\$19,371	92.4%
Transport Contracted Services	\$54,769	\$3,591	\$0	\$0	\$0	-\$3,591	-100.0%
TOTAL CONTRACTED SERVICES	\$356,159	\$87,211	\$117,413	\$117,413	\$117,413	\$30,202	34.6%
SUPPLIES							
Academic Supplies	\$67,560	\$104,345	\$34,684	\$34,683	\$34,683	-\$69,662	-66.8%
Operations Supplies	\$210,879	\$0	\$189,608	\$189,608	\$189,608	\$189,608	100.0%
TOTAL SUPPLIES	\$278,439	\$104,345	\$224,292	\$224,291	\$224,291	\$119,946	115.0%
MISCELLANEOUS	\$16,495	\$0	\$9,980	\$9,980	\$9,980	\$9,980	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$651,093	\$191,556	\$351,684	\$351,684	\$351,684	\$160,128	83.6%
TOTAL EXPENDITURES	\$8,122,376	\$7,294,800	\$7,678,088	\$7,678,088	\$7,703,157	\$408,357	5.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Ocean Avenue Elementary School (335 students)

Principal: Beverly Stevens

Address: 150 Ocean Avenue, Portland, ME 04103

Ocean Avenue Elementary School, an International Baccalaureate (IB) School, is known for its modern facilities and commitment to sustainability. The school incorporates environmental education into its curriculum, teaching students the importance of ecological responsibility. A strong emphasis on the arts allows students to explore various forms of creative expression. The dedicated staff works to create an inclusive atmosphere where diversity is celebrated, and every student is encouraged to excel.

Portland Public Schools
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Ocean Ave

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,251,214	\$4,338,540	\$4,327,182	\$4,332,175	\$4,338,731	\$191	0.0%
Temporary Salaries	\$170,049	\$122,492	\$234,598	\$234,598	\$234,598	\$112,106	91.5%
Total Salaries	\$4,421,264	\$4,461,032	\$4,561,780	\$4,566,773	\$4,573,329	\$112,297	2.5%
Benefits	\$1,323,472	\$1,471,811	\$1,461,492	\$1,462,099	\$1,480,032	\$8,221	0.6%
TOTAL SALARIES & BENEFITS	\$5,744,736	\$5,932,843	\$6,023,272	\$6,028,872	\$6,053,361	\$120,518	2.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$22,685	\$0	\$11,745	\$11,745	\$11,745	\$11,745	100.0%
SPED Contracted Services	\$126,471	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$23,474	\$9,657	\$11,208	\$11,208	\$11,208	\$1,551	16.1%
Ins & Legal Contracted Services	\$21,731	\$24,814	\$25,558	\$25,558	\$25,558	\$744	3.0%
Facilities Contracted Services	\$17,481	\$12,475	\$16,672	\$16,672	\$16,672	\$4,197	33.6%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$211,841	\$46,946	\$65,183	\$65,183	\$65,183	\$18,237	38.8%
SUPPLIES							
Academic Supplies	\$46,454	\$46,035	\$22,780	\$22,780	\$22,780	-\$23,255	-50.5%
Operations Supplies	\$69,797	\$0	\$80,000	\$80,000	\$80,000	\$80,000	100.0%
TOTAL SUPPLIES	\$116,252	\$46,035	\$102,780	\$102,780	\$102,780	\$56,745	123.3%
MISCELLANEOUS	\$11,877	\$0	\$11,934	\$11,934	\$11,934	\$11,934	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$339,970	\$92,981	\$179,897	\$179,897	\$179,897	\$86,916	93.5%
TOTAL EXPENDITURES	\$6,084,706	\$6,025,824	\$6,203,169	\$6,208,769	\$6,233,258	\$207,434	3.4%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland Arts and Technology High School (PATHS)

Director: Kevin Stilphen

Address: 196 Allen Ave, Portland, ME 04103

PATHS offers hands-on, technical education to prepare students for a wide range of high-skill, high-wage, and high-demand careers. Programs include culinary arts, automotive technology, and multimedia communications, among others. Students from various high schools attend PATHS part-time to gain practical skills and industry certifications. The school collaborates with local businesses and organizations to provide real-world learning experiences and internships.

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PATHS

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,460,944	\$2,474,945	\$2,567,303	\$2,567,303	\$2,571,197	\$96,252	3.9%
Temporary Salaries	\$168,974	\$27,538	\$85,258	\$85,258	\$85,258	\$57,720	209.6%
Total Salaries	\$2,629,918	\$2,502,482	\$2,652,561	\$2,652,561	\$2,656,455	\$153,973	6.2%
Benefits	\$713,613	\$856,059	\$827,535	\$827,535	\$836,398	-\$19,661	-2.3%
TOTAL SALARIES & BENEFITS	\$3,343,532	\$3,358,541	\$3,480,096	\$3,480,096	\$3,492,853	\$134,312	4.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$41,866	\$55,105	\$35,104	\$35,104	\$35,104	-\$20,001	-36.3%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$47,786	\$42,253	\$17,453	\$17,453	\$17,453	-\$24,800	-58.7%
Ins & Legal Contracted Services	\$51,716	\$59,050	\$59,050	\$59,050	\$59,050	\$0	0.0%
Facilities Contracted Services	\$57,474	\$25,773	\$52,113	\$52,113	\$52,113	\$26,340	102.2%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$198,841	\$182,182	\$163,720	\$163,720	\$163,720	-\$18,462	-10.1%
SUPPLIES							
Academic Supplies	\$241,223	\$234,418	\$110,000	\$110,000	\$110,000	-\$124,418	-53.1%
Operations Supplies	\$216,706	\$241,834	\$235,259	\$235,259	\$235,259	-\$6,575	-2.7%
TOTAL SUPPLIES	\$457,929	\$476,252	\$345,259	\$345,259	\$345,259	-\$130,993	-27.5%
MISCELLANEOUS	\$22,905	\$29,130	\$0	\$0	\$0	-\$29,130	-100.0%
CAPITAL EQUIPMENT	\$66,724	\$55,000	\$0	\$0	\$0	-\$55,000	-100.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$746,399	\$742,564	\$508,979	\$508,979	\$508,979	-\$233,585	-31.5%
TOTAL EXPENDITURES	\$4,089,931	\$4,101,106	\$3,989,075	\$3,989,075	\$4,001,832	-\$99,274	-2.4%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Peaks Island School (41 students)

Teacher Leader: Kelly Hasson

Address: 4 Church Avenue, Portland, ME 04108

Peaks Island School provides a unique educational setting, surrounded by the natural beauty of Peaks Island. The small student body allows for personalized instruction and strong community bonds. The curriculum leverages the island's resources, offering hands-on learning experiences in marine biology, ecology, and local history. Community events and partnerships enrich the educational experience, making the school a central hub for island residents.

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Peaks Island

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$841,748	\$907,487	\$987,960	\$987,960	\$989,102	\$81,615	9.0%
Temporary Salaries	\$137,966	\$31,888	\$37,122	\$37,122	\$37,122	\$5,234	16.4%
Total Salaries	\$979,714	\$939,375	\$1,025,082	\$1,025,082	\$1,026,224	\$86,849	9.2%
Benefits	\$237,656	\$298,844	\$306,240	\$306,240	\$309,354	\$10,510	3.5%
TOTAL SALARIES & BENEFITS	\$1,217,370	\$1,238,219	\$1,331,322	\$1,331,322	\$1,335,578	\$97,359	7.9%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$35,465	\$42,780	\$45,586	\$45,586	\$45,586	\$2,806	6.6%
SPED Contracted Services	\$51,086	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$1,708	\$2,478	\$2,553	\$2,553	\$2,553	\$75	3.0%
Ins & Legal Contracted Services	\$4,069	\$4,647	\$4,786	\$4,786	\$4,786	\$139	3.0%
Facilities Contracted Services	\$1,530	\$2,185	\$1,753	\$1,753	\$1,753	-\$432	-19.8%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$93,858	\$52,091	\$54,678	\$54,678	\$54,678	\$2,587	5.0%
SUPPLIES							
Academic Supplies	\$9,378	\$11,610	\$9,896	\$9,896	\$9,896	-\$1,714	-14.8%
Operations Supplies	\$47,676	\$0	\$47,040	\$47,040	\$47,040	\$47,040	100.0%
TOTAL SUPPLIES	\$57,054	\$11,610	\$56,936	\$56,936	\$56,936	\$45,326	390.4%
MISCELLANEOUS	\$431	\$0	\$678	\$678	\$678	\$678	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$151,343	\$63,701	\$112,292	\$112,292	\$112,292	\$48,591	76.3%
TOTAL EXPENDITURES	\$1,368,713	\$1,301,919	\$1,443,614	\$1,443,614	\$1,447,870	\$145,951	11.2%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland High School (900 students)

Principal: Sheila Jepson

Address: 284 Cumberland Ave, Portland, ME 04101

Established in 1821, Portland High School is one of the oldest public high schools in the United States. The school prides itself on academic excellence and community engagement. A diverse array of programs, including career and technical education, ensures that students are prepared for various post-secondary paths. The school's urban setting provides students with unique opportunities to connect with the broader Portland community.

Portland Public Schools
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Portland High

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$7,867,522	\$7,525,051	\$7,939,911	\$7,939,911	\$7,947,912	\$422,861	5.6%
Temporary Salaries	\$688,944	\$482,937	\$662,745	\$662,745	\$662,745	\$179,808	37.2%
Total Salaries	\$8,556,465	\$8,007,989	\$8,602,656	\$8,602,656	\$8,610,657	\$602,668	7.5%
Benefits	\$2,212,547	\$2,412,908	\$2,443,614	\$2,443,614	\$2,464,569	\$51,661	2.1%
TOTAL SALARIES & BENEFITS	\$10,769,012	\$10,420,897	\$11,046,270	\$11,046,270	\$11,075,226	\$654,329	6.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$50,897	\$0	\$19,800	\$19,800	\$19,800	\$19,800	100.0%
SPED Contracted Services	\$35,015	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$118,352	\$25,547	\$129,554	\$129,554	\$129,554	\$104,007	407.1%
Ins & Legal Contracted Services	\$77,444	\$88,427	\$91,080	\$91,080	\$91,080	\$2,653	3.0%
Facilities Contracted Services	\$269,935	\$263,368	\$254,580	\$254,580	\$254,580	-\$8,788	-3.3%
Transport Contracted Services	\$127,270	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$678,912	\$377,341	\$495,014	\$495,014	\$495,014	\$117,673	31.2%
SUPPLIES							
Academic Supplies	\$192,685	\$304,209	\$145,400	\$145,400	\$145,400	-\$158,809	-52.2%
Operations Supplies	\$231,943	\$0	\$221,193	\$221,193	\$221,193	\$221,193	100.0%
TOTAL SUPPLIES	\$424,629	\$304,209	\$366,593	\$366,593	\$366,593	\$62,384	20.5%
MISCELLANEOUS	\$69,218	\$0	\$69,430	\$69,430	\$69,430	\$69,430	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$1,172,759	\$681,550	\$931,037	\$931,037	\$931,037	\$249,487	36.6%
TOTAL EXPENDITURES	\$11,941,771	\$11,102,447	\$11,977,307	\$11,977,307	\$12,006,263	\$903,816	8.1%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Presumpscot Elementary School (263 students)

Principal: Angela Taylor

Address: 69 Presumpscot St, Portland, ME 04103

Presumpscot Elementary School, an Expeditionary Learning school, fosters a collaborative learning environment where students, teachers, and families work together to achieve academic success. The school emphasizes social-emotional learning, ensuring that students develop the skills necessary for personal and academic growth. Innovative teaching practices and a rich array of extracurricular activities provide a well-rounded educational experience. Community involvement is encouraged, strengthening the bond between the school and its stakeholders.

Portland Public Schools
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Presumpscot

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,836,422	\$3,186,206	\$3,322,472	\$3,322,472	\$3,327,456	\$141,250	4.4%
Temporary Salaries	\$159,849	\$116,491	\$269,158	\$269,158	\$269,158	\$152,667	131.1%
Total Salaries	\$2,996,271	\$3,302,697	\$3,591,630	\$3,591,630	\$3,596,614	\$293,917	8.9%
Benefits	\$864,062	\$1,071,023	\$1,125,436	\$1,125,436	\$1,139,506	\$68,483	6.4%
TOTAL SALARIES & BENEFITS	\$3,860,332	\$4,373,720	\$4,717,066	\$4,717,066	\$4,736,120	\$362,400	8.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$26,882	\$0	\$2,426	\$2,426	\$2,426	\$2,426	100.0%
SPED Contracted Services	\$52,331	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$18,638	\$7,973	\$8,212	\$8,212	\$8,212	\$239	3.0%
Ins & Legal Contracted Services	\$7,833	\$8,944	\$9,212	\$9,212	\$9,212	\$268	3.0%
Facilities Contracted Services	\$18,528	\$13,950	\$17,629	\$17,629	\$17,629	\$3,679	26.4%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$124,212	\$30,866	\$37,479	\$37,479	\$37,479	\$6,613	21.4%
SUPPLIES							
Academic Supplies	\$32,907	\$35,910	\$34,445	\$34,445	\$34,445	-\$1,465	-4.1%
Operations Supplies	\$75,438	\$0	\$70,781	\$70,781	\$70,781	\$70,781	100.0%
TOTAL SUPPLIES	\$108,344	\$35,910	\$105,226	\$105,226	\$105,226	\$69,316	193.0%
MISCELLANEOUS	\$1,058	\$0	\$600	\$600	\$600	\$600	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$1,320,534	\$1,280,914	\$1,280,914	\$1,280,914	-\$39,620	-3.0%
NON SALARY AND BENEFITS	\$233,615	\$1,387,310	\$1,424,219	\$1,424,219	\$1,424,219	\$36,909	2.7%
TOTAL EXPENDITURES	\$4,093,947	\$5,761,030	\$6,141,285	\$6,141,285	\$6,160,339	\$399,309	6.9%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Howard C. Reiche Community School (466 students)

Teacher Leaders: Lorraine Bobinsky, Anne Dalphin, David Briley

Address: 166 Brackett St, Portland, ME 04102

Howard C. Reiche Community School emphasizes experiential learning, encouraging students to engage in hands-on projects that connect classroom lessons to real-world applications. The school's diverse community enriches the educational experience, promoting cross-cultural understanding and respect. Partnerships with local businesses and organizations provide students with unique learning opportunities beyond the classroom. A focus on environmental education instills a sense of responsibility toward the planet.

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Reiche

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,662,439	\$5,138,282	\$5,469,769	\$5,469,769	\$5,475,508	\$337,226	6.6%
Temporary Salaries	\$343,976	\$147,597	\$320,281	\$320,281	\$320,283	\$172,686	117.0%
Total Salaries	\$5,006,415	\$5,285,879	\$5,790,050	\$5,790,050	\$5,795,791	\$509,912	9.6%
Benefits	\$1,481,512	\$1,674,450	\$1,750,191	\$1,750,191	\$1,764,838	\$90,388	5.4%
TOTAL SALARIES & BENEFITS	\$6,487,927	\$6,960,330	\$7,540,241	\$7,540,241	\$7,560,629	\$600,299	8.6%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$11,765	\$0	\$9,742	\$9,742	\$9,742	\$9,742	100.0%
SPED Contracted Services	\$202,794	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$35,656	\$12,670	\$26,830	\$26,830	\$26,830	\$14,160	111.8%
Ins & Legal Contracted Services	\$27,500	\$31,401	\$32,343	\$32,343	\$32,343	\$942	3.0%
Facilities Contracted Services	\$29,274	\$31,156	\$29,419	\$29,419	\$29,419	-\$1,737	-5.6%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$306,989	\$75,227	\$98,334	\$98,334	\$98,334	\$23,107	30.7%
SUPPLIES							
Academic Supplies	\$62,821	\$69,660	\$43,609	\$43,609	\$43,609	-\$26,051	-37.4%
Operations Supplies	\$108,603	\$0	\$106,366	\$106,366	\$106,366	\$106,366	100.0%
TOTAL SUPPLIES	\$171,423	\$69,660	\$149,975	\$149,975	\$149,975	\$80,315	115.3%
MISCELLANEOUS	\$2,486	\$0	\$2,526	\$2,526	\$2,526	\$2,526	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$791,130	\$767,394	\$767,394	\$767,394	-\$23,736	-3.0%
NON SALARY AND BENEFITS	\$480,898	\$936,018	\$1,018,229	\$1,018,229	\$1,018,229	\$82,211	8.8%
TOTAL EXPENDITURES	\$6,968,825	\$7,896,347	\$8,558,470	\$8,558,470	\$8,578,858	\$682,511	8.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Amanda C. Rowe Elementary School (468 students)

Principal: Bill Anton

Address: 23 Orono Road, Portland, ME 04102

Amanda C. Rowe Elementary School is dedicated to fostering a nurturing and inclusive environment where every student is encouraged to reach their full potential. The school emphasizes community involvement, ensuring that families play an active role in the educational journey. With a curriculum that balances academic rigor with social-emotional learning, students are prepared for future challenges. The dedicated staff strives to create a supportive atmosphere that celebrates diversity and promotes a love for learning.

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Rowe

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,463,363	\$5,132,069	\$5,360,232	\$5,341,269	\$5,348,046	\$215,977	4.2%
Temporary Salaries	\$254,343	\$137,273	\$324,269	\$324,270	\$324,268	\$186,995	136.2%
Total Salaries	\$4,717,706	\$5,269,342	\$5,684,501	\$5,665,539	\$5,672,314	\$402,972	7.6%
Benefits	\$1,430,935	\$1,696,604	\$1,755,445	\$1,744,142	\$1,762,606	\$66,002	3.9%
TOTAL SALARIES & BENEFITS	\$6,148,641	\$6,965,946	\$7,439,946	\$7,409,681	\$7,434,920	\$468,974	6.7%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$20,222	\$0	\$11,336	\$11,336	\$11,336	\$11,336	100.0%
SPED Contracted Services	\$169,990	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$141,029	\$10,459	\$25,036	\$25,036	\$25,036	\$14,577	139.4%
Ins & Legal Contracted Services	\$16,700	\$19,069	\$19,641	\$19,641	\$19,641	\$572	3.0%
Facilities Contracted Services	\$15,639	\$11,947	\$14,934	\$14,934	\$14,934	\$2,987	25.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$363,579	\$41,475	\$70,947	\$70,947	\$70,947	\$29,472	71.1%
SUPPLIES							
Academic Supplies	\$168,946	\$66,690	\$37,973	\$37,973	\$37,973	-\$28,717	-43.1%
Operations Supplies	\$96,318	\$0	\$93,896	\$93,896	\$93,896	\$93,896	100.0%
TOTAL SUPPLIES	\$265,264	\$66,690	\$131,869	\$131,869	\$131,869	\$65,179	97.7%
MISCELLANEOUS	\$7,174	\$0	\$2,748	\$2,748	\$2,748	\$2,748	100.0%
CAPITAL EQUIPMENT	\$628	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$636,645	\$108,165	\$205,564	\$205,564	\$205,564	\$97,399	90.0%
TOTAL EXPENDITURES	\$6,785,286	\$7,074,112	\$7,645,510	\$7,615,245	\$7,640,484	\$566,372	8.0%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Gerald E. Talbot Community School (393 students)

Principal: Terry Young

Address: 1600 Forest Ave, Portland, ME 04103

Named in honor of Maine's first African-American legislator, Gerald E. Talbot Community School celebrates diversity and inclusion at its core. The curriculum is designed to promote cultural awareness and social justice, preparing students to be active, informed citizens. Community engagement is a cornerstone, with numerous programs connecting students to local history and contemporary issues. The school's supportive environment ensures that all students have the resources and encouragement they need to succeed.

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Board of Education Recommended Budget
April 8, 2025

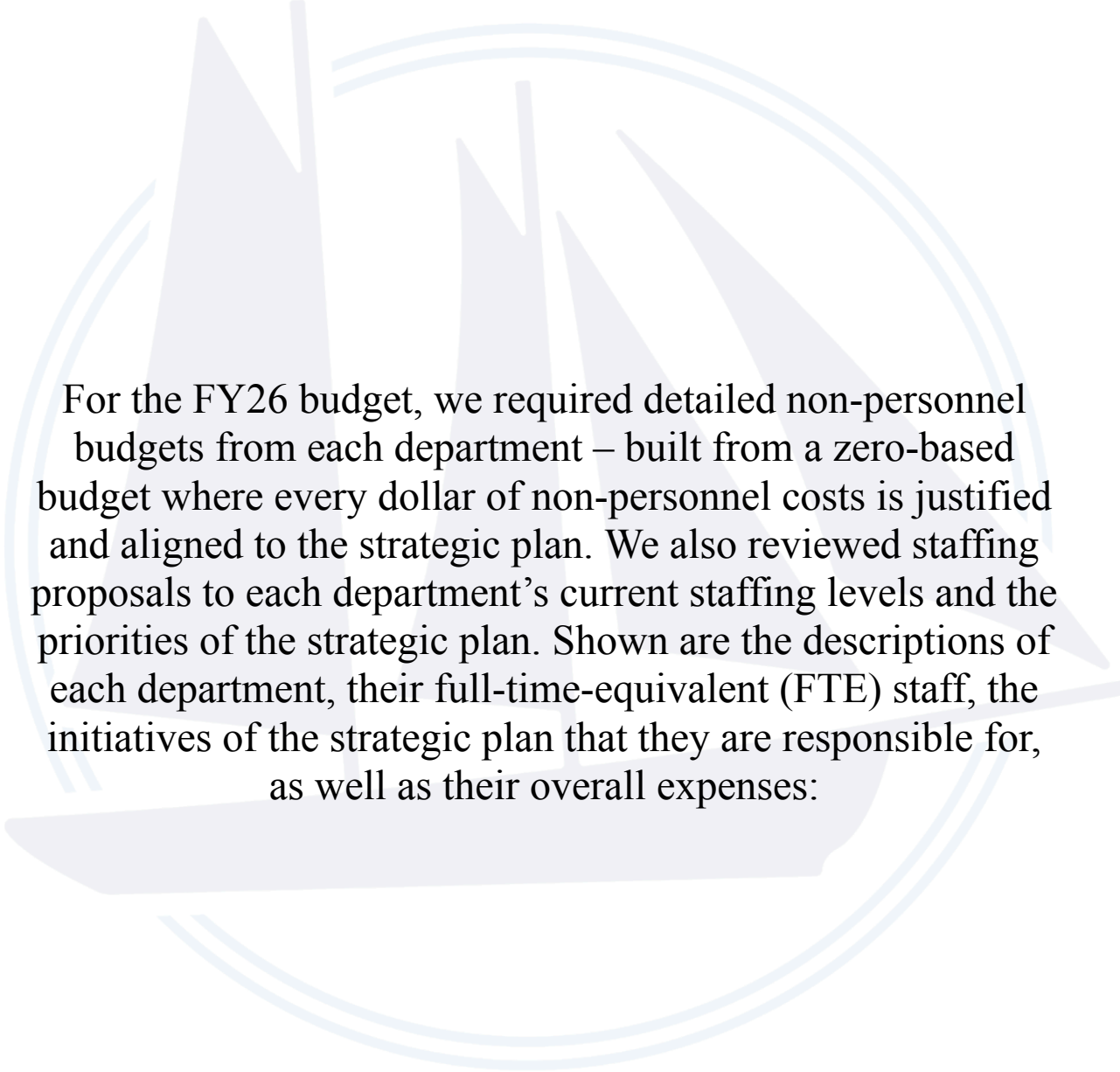
Talbot

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,861,237	\$5,200,201	\$5,712,677	\$5,712,678	\$5,722,072	\$521,871	10.0%
Temporary Salaries	\$180,802	\$216,036	\$309,684	\$309,684	\$309,684	\$93,648	43.3%
Total Salaries	\$5,042,039	\$5,416,237	\$6,022,361	\$6,022,362	\$6,031,756	\$615,519	11.4%
Benefits	\$1,568,187	\$1,774,829	\$1,982,063	\$1,982,062	\$2,007,716	\$232,887	13.1%
TOTAL SALARIES & BENEFITS	\$6,610,226	\$7,191,066	\$8,004,424	\$8,004,424	\$8,039,472	\$848,406	11.8%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$19,280	\$0	\$500	\$500	\$500	\$500	100.0%
SPED Contracted Services	\$209,328	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$154,815	\$11,316	\$12,800	\$12,800	\$12,800	\$1,484	13.1%
Ins & Legal Contracted Services	\$32,219	\$36,788	\$37,892	\$37,892	\$37,892	\$1,104	3.0%
Facilities Contracted Services	\$19,037	\$43,179	\$21,828	\$21,828	\$21,828	-\$21,351	-49.4%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$434,679	\$91,282	\$73,020	\$73,020	\$73,020	-\$18,262	-20.0%
SUPPLIES							
Academic Supplies	\$66,708	\$51,435	\$46,449	\$46,449	\$46,449	-\$4,986	-9.7%
Operations Supplies	\$113,095	\$0	\$153,519	\$153,519	\$153,519	\$153,519	100.0%
TOTAL SUPPLIES	\$179,803	\$51,435	\$199,968	\$199,968	\$199,968	\$148,533	288.8%
MISCELLANEOUS	\$3,384	\$0	\$4,860	\$4,860	\$4,860	\$4,860	100.0%
CAPITAL EQUIPMENT	-\$2,417	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$615,448	\$142,717	\$277,848	\$277,848	\$277,848	\$135,131	94.7%
TOTAL EXPENDITURES	\$7,225,673	\$7,333,784	\$8,282,272	\$8,282,272	\$8,317,320	\$983,536	13.4%



Fiscal Year 2026 Department-Based Expenses

PORTLAND PUBLIC SCHOOLS



For the FY26 budget, we required detailed non-personnel budgets from each department – built from a zero-based budget where every dollar of non-personnel costs is justified and aligned to the strategic plan. We also reviewed staffing proposals to each department’s current staffing levels and the priorities of the strategic plan. Shown are the descriptions of each department, their full-time-equivalent (FTE) staff, the initiatives of the strategic plan that they are responsible for, as well as their overall expenses:

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Central Office Summary

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$14,075,637	\$16,209,531	\$17,597,690	\$17,595,025	\$17,431,464	\$1,221,933	7.5%
Temporary Salaries	\$700,178	\$1,433,764	\$895,743	\$898,408	\$917,237	-\$516,527	-36.0%
Total Salaries	\$14,775,814	\$17,643,295	\$18,493,433	\$18,493,433	\$18,348,701	\$705,406	4.0%
Total Benefits	\$4,948,425	\$5,998,316	\$5,912,825	\$5,911,713	\$5,956,614	-\$41,702	-0.7%
TOTAL SALARIES & BENEFITS	\$19,724,240	\$23,641,611	\$24,406,258	\$24,405,146	\$24,305,315	\$663,704	2.8%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$1,072,317	\$1,181,628	\$1,434,432	\$1,419,192	\$1,400,132	\$218,504	18.5%
SPED Contracted Services	\$3,862,389	\$3,940,000	\$4,000,000	\$4,000,000	\$4,025,000	\$85,000	2.2%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$3,636,580	\$2,760,990	\$3,004,096	\$2,981,996	\$2,806,996	\$46,006	1.7%
Ins & Legal Contracted Services	\$710,863	\$616,716	\$640,034	\$640,034	\$640,034	\$23,318	3.8%
Facilities Contracted Services	\$2,901,026	\$2,762,338	\$2,887,810	\$2,887,810	\$2,887,810	\$125,472	4.5%
Transport Contracted Services	\$770,939	\$600,000	\$865,000	\$865,000	\$865,000	\$265,000	44.2%
TOTAL CONTRACTED SERVICES	\$12,954,114	\$11,861,672	\$12,831,372	\$12,794,032	\$12,624,972	\$763,300	6.4%
SUPPLIES							
Academic Supplies	\$2,923,221	\$1,266,486	\$1,099,456	\$1,086,356	\$1,061,426	-\$205,060	-16.2%
Operations Supplies	\$2,729,894	\$4,415,143	\$2,911,845	\$2,911,845	\$2,911,845	-\$1,503,298	-34.0%
SUPPLIES	\$5,653,115	\$5,681,629	\$4,011,301	\$3,998,201	\$3,973,271	-\$1,708,358	-30.1%
MISCELLANEOUS	\$457,801	\$250,352	\$519,550	\$519,550	\$519,550	\$269,198	107.5%
CAPITAL EQUIPMENT	\$1,737,118	\$713,190	\$482,400	\$482,400	\$482,400	-\$230,790	-32.4%
DEBT SERVICE	\$12,614,737	\$9,060,675	\$9,664,247	\$9,664,247	\$9,664,247	\$603,572	6.7%
TOTAL NON SALARY AND BENEFITS	\$33,416,885	\$27,567,518	\$27,508,870	\$27,458,430	\$27,264,440	-\$303,078	-1.1%
TOTAL EXPENDITURES	\$53,141,124	\$51,209,129	\$51,915,128	\$51,863,576	\$51,569,755	\$360,626	0.7%



Personnel Changes by Department for FY26

Position	FY26 FTE	Change
COMMUNICATIONS		
TV3 Manager	+12	Changed from .38 to .50 to reflect the work hours of the role
DISTRICT PRE-K		
Pre-K Social Worker	+5	Increase .5 position to 1.0 to better meet needs of students at Pre-K partner sites
Senior Director of Early Childhood Education	+1.0	Added position to lead existing pre-K programs and planning for future assumption of responsibilities for early childhood special education services from Child Development Services
Director of Early Childhood Special Education	0	Title change from Pre-K Special Ed Teacher Leader to recognize increased responsibility/ planning for CDS transition
FACILITIES		
Building Custodian II-2ND Shift Floater	+1.0	Added position to provide additional coverage for evening cleaning
Skilled Trades II	+1.0	Added position to provide additional building maintenance
HVAC Technician II	-1.0	Removed position in anticipation of outsourcing HVAC
FINANCE		
Executive Director of Finance	0	Title change for Senior Exec Director of Finance & Operations
HUMAN RESOURCES (HR)		
HR Project Manager	0	Title change for HR Benefits Manager
HR Analyst	0	Title change for HR Generalists
HR Hiring Coordinator	0	Title change for HR Generalist
IT/DATA		
Assistant Director - Engineering	+1.0	Added position to support IT team to build a more robust network system
Assistant Director - IT Services	0	Title change for Technology Integration Coordinator
Manager - Data Systems	0	Title change for Data Specialist
MULTILINGUAL (MLC)		
Grant Manager	+5	Added position (Grant funded)
Multilingual Housing Navigation Specialist	+1.0	Added position (Grant funded)

MLC Parent Communication Specialist	+6	Changed from .4 position to 1.0
MLC Academic Enrichment Specialist (MS Make it Happen Coordinator)	-.50	Removed position
MLC Parent Communication Specialist	-2.3	Removed three positions with a combined 2.3FTE
Enrollment Manager	+1.0	Added position
Enrollment Specialist	-1.0	Position was eliminated
Language Access Coordinator	-.2	Position was reduced by .2 FTE
STUDENT SUPPORT SERVICES		
Director, Support Services	0	Title change from Assistant Director, Clinical Supports
Coordinator - Related Services	+1.0	Added position after special education review
Coordinator - BEACH/FLS/FA Programs	+1.0	Added position after special education review
Coordinator - BREATHE	+1.0	Added position after special education review
Board Certified Behavior Analyst	+2.0	Added two positions after special education review
Speech Therapist	+1.0	Added position after special education review
Occupational Therapist	+1.0	Added position after special education review
Project Manager	+1.0	Added position after special education review
Clinical Coach	-1.0	Position reduced but responsibilities for clinical support covered Director of Support Services and contracts
Senior Director of Special Education and Support Services	0	Title change for Director of Special Education
Director of Specialized Programming	0	Title change for Assistant Director of Special Education
TRANSPORTATION		
Van Driver - Full Year	+1.0	Addition of a van driver to take over a special education run that is currently operated by a vendor
Bus Assistant - Full Year (7 positions)	0	Title Change for 7 Assistants from School Year to Full Year to recognize that they are already working year-round in support of Extended School Year programs for students with IEPs
Bus Assistant - School Year	+1.0	Added position to fully meet needs for school year and summer (Extended School Year) specialized transportation
TOTAL		
Additional Full Time Equivalent	17.72	
Reductions	-6	
Adjustments	11.0	



Elementary and Secondary Networks (Angela Atkinson Duina, Ed.D.; Abdullahi Ahmed, Ed.D.)

The Elementary and Secondary Networks department oversees the instructional programs and leads K-12 education in PPS. This includes implementing high-quality instructional materials, supporting teacher and leader development, and strengthening learning environments to promote academic excellence.

Strategic Plan Initiatives:

- K-12: Support the use of high-quality instructional materials that provide students with consistent access to grade-level tasks and foster high levels of cognitive engagement.
- Continue and strengthen the HS Redesign Process, re-envisioning the high school experience, including stronger academic, career, and technical education experiences to better prepare students for college and career.
- Develop the capacity of schools to provide more effective instruction to multilingual learners to develop English proficiency and by integrating English language development strategies into the teaching of core content.
- Design and implement a plan to increase students' access to enrichment subjects (e.g., arts, computer science, world languages) to engage students and better prepare for their futures.
- Increase the capacity of schools to create and implement whole-school systems, SEL curriculum, and relationships that promote a joyful, supportive, and safe school culture.
- Design and implement student leadership opportunities to amplify student voices so that they are heard and incorporated into system/school decisions.

	FY 25	FY 26
Full Time Equivalent Staff	16	16

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Academics

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,195,758	\$1,785,473	\$1,751,915	\$1,751,915	\$1,751,915	-\$33,558	-1.9%
Temporary Salaries	\$58,531	\$35,000	\$106,723	\$106,723	\$106,723	\$71,723	204.9%
Total Salaries	\$1,254,289	\$1,820,473	\$1,858,638	\$1,858,638	\$1,858,638	\$38,165	2.1%
Total Benefits	\$369,641	\$587,227	\$432,165	\$432,165	\$439,085	-\$148,142	-25.2%
TOTAL SALARIES & BENEFITS	\$1,623,931	\$2,407,700	\$2,290,803	\$2,290,803	\$2,297,723	-\$109,977	-4.6%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$389,464	\$518,221	\$613,418	\$598,178	\$579,118	\$60,897	11.8%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$183,966	\$1,122,000	\$629,670	\$607,570	\$522,570	-\$599,430	-53.4%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$10,202	\$10,500	\$0	\$0	\$0	-\$10,500	-100.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$583,632	\$1,650,721	\$1,243,088	\$1,205,748	\$1,101,688	-\$549,033	-33.3%
SUPPLIES							
Academic Supplies	\$136,307	\$656,400	\$510,694	\$497,594	\$482,664	-\$173,736	-26.5%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$136,307	\$656,400	\$510,694	\$497,594	\$482,664	-\$173,736	-26.5%
MISCELLANEOUS	\$8,085	\$39,000	\$58,750	\$58,750	\$58,750	\$19,750	50.6%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$728,025	\$2,346,121	\$1,812,532	\$1,762,092	\$1,643,102	-\$703,019	-30.0%
TOTAL EXPENDITURES	\$2,351,956	\$4,753,821	\$4,103,335	\$4,052,895	\$3,940,825	-\$812,996	-17.1%



ACADEMICS

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$381,596	Field Work Partners (Wabanaki) (\$17,000) Audubon Contract for K-5 Field Work (\$7,500) Social Emotional Learning Facing History Technical Assistance (\$3,500) PBIS Conference Registration (\$250) Expeditionary Learning Model Contract at Presumpscot (\$24,090) Expeditionary Learning Model Contract at King (\$36,165) Expeditionary Learning Model Contract at Casco Bay (\$24,090) Principal Development (\$25,000) Jobs for Maine Graduates (\$54,000) LearningWorks MOU (\$90,000) ESOL Audit Review (\$100,000)
Employee Training and Development Services	\$24,350	CKLA (Foundational Skills K-2 Curriculum) Professional Development (\$6,750) mClass training for K and 1st grade teachers (new assessment) (\$2,500) Orton Gillingham Training for Reading Interventionists (\$6,300) Orton Gillingham Training Certification for Lead (\$2,350) Social Emotional Learning Positive Behavior Interventions and Supports Check In Check Out Training for 2 (\$400) Social Emotional Learning Positive Behavior Interventions and Supports State Conference for Cohort Schools (required) (\$800) Positive Behavior Interventions and Supports Regional Conference (\$1250) Lexia Professional Development (\$4,000)
Phone	\$7,000	K-12 Social Worker Cell Phones \$7,000
Software/annual subscription	\$515,583	Elementary mClass (foundational skills assessment) student licenses (\$27,936) Elementary Amplify science curriculum teacher licenses (\$6,626) Elementary Illustrative Mathematics student licenses (\$59,619) Lexia foundational skills support for grades 3-5 student licenses (\$36,200) Social Emotional Learning new curriculum replacing Second Step (\$72,000) Social Emotional Learning School Wide Information System (\$7,675) K-12 Britannica Encyclopedia (\$3,675) K-12 Follett/Destiny Library Software (\$23,640) PebbleGo Nonfiction for Early Learners (\$10,640) K-12 Overdrive/Sora Audiobooks (\$6,000) Navigate 360 Threat Assessment Management and Training Package (\$7,500) ELlevation Lau Plan Platform(\$65,000) Cengage National Geographic (\$2,000) SEL 7 Mindsets SEL Curriculum (\$33,000) Cognia/Centerpoint (\$8,088) Classify (\$11,338) Desmos (\$56,771) Gizmos (\$5,670)

		HS Discretionary Tech (\$15,000) Lexia Power Up (\$31,500) IXL (\$12,000) WeVideo (\$8,635) Culturegrams (\$2,860) NY Times (\$2,210)
Printing/Binding	\$13,275	Printing of Wabanaki posters, maps, and artifacts (\$6,000) Wabanaki Printed Supplies (\$7,275)
Staff Travel	\$9,485	Travel for Positive Behavior Interventions and Supports Regional Conference (\$1,250) Mobile Maker Space Ferry (\$100) Positive Behavior Interventions and Supports Cohort Schools Mileage (\$925) Travel for Spanish Cultural Assistant (\$460) Black History Staff Travel (\$1,000) Mileage Reimbursement for Music Teachers and Misc. (\$5,000) Wabanaki Studies Staff Travel (\$750)
General Supplies	\$46,724	Field Work Consumables (\$2,924) Amplify Science Supplies (\$4,300) Social Emotional Restorative Question Card Elementary/Secondary (\$200) Elementary Network Incidentals (\$1,800) Cengage/National Geographic & EL ELA Supplemental Texts (\$24,000) Cell phone locks for MS (\$10,000) Secondary Network Team General Supplies (\$3,500)
Books/Periodicals	\$408,190	Elementary Illustrative Mathematics Workbooks (\$116,582) EL English Language Arts Workbooks (\$131,805) mClass (Foundational Skills Assessment) kits (\$3,685) CKLA (K-2 Foundational Skills Curriculum) Workbooks (\$61,154) Elementary Amplify Science Curriculum Workbooks (\$16,579) EL ELA Consumables (\$74,520) Wabanaki Studies Books (\$3,865)
Software Licenses	\$24,200	District Management Group Scheduling licenses for 9 schools (\$16,700) Navigate 360 (\$7,500)
Dues and Fees	\$58,750	Maine School Superintendents Association Fee - Elementary (\$925) Maine Curriculum Leaders Association - Elementary (\$250) Cultural assistant fees to host family; Visiting teacher visa fees (\$11,000) Maine School Superintendents Association Fee - Secondary (\$925) Advanced Placement and Seal of Biliteracy Exam Fees (\$8,500) Maine Curriculum Leader Association - Secondary (\$250) Student Music Event Fees (\$6,000) PSAT/SAT (\$30,900)



Communications (Grace Valenzuela, Ph.D.)

The Communications Department manages district-wide messaging, public relations, and engagement with stakeholders. This office plays a key role in ensuring transparency, keeping families informed about school initiatives, and fostering strong community relationships.

Strategic Plan Initiatives:

- Refine and implement effective two-way communication strategies with families, students, and staff to increase engagement and trust.

	FY 25	FY 26
Full Time Equivalent Staff	3.18	3.3

Portland Public Schools
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Communications

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$240,670	\$124,551	\$298,254	\$298,254	\$298,480	\$173,929	139.6%
Temporary Salaries	\$0	\$2,300	\$1,461	\$1,461	\$1,461	-\$839	-36.5%
Total Salaries	\$240,670	\$126,851	\$299,715	\$299,715	\$299,941	\$173,090	136.5%
Total Benefits	\$51,681	\$32,579	\$81,089	\$81,089	\$82,807	\$50,228	154.2%
TOTAL SALARIES & BENEFITS	\$292,350	\$159,430	\$380,804	\$380,804	\$382,748	\$223,318	140.1%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$0	\$600	\$600	\$600	\$600	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$30,748	\$52,601	\$61,732	\$61,732	\$61,732	\$9,131	17.4%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$30,748	\$53,201	\$62,332	\$62,332	\$62,332	\$9,131	17.2%
SUPPLIES							
Academic Supplies	\$3,207	\$3,500	\$4,500	\$4,500	\$4,500	\$1,000	28.6%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$3,207	\$3,500	\$4,500	\$4,500	\$4,500	\$1,000	28.6%
MISCELLANEOUS	\$1,195	\$1,250	\$1,250	\$1,250	\$1,250	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$35,150	\$57,951	\$68,082	\$68,082	\$68,082	\$10,131	17.5%
TOTAL EXPENDITURES	\$327,500	\$217,381	\$448,886	\$448,886	\$450,830	\$233,449	107.4%



COMMUNICATIONS - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional & Technical Services	\$59,432	Contract with Foster Grandparents about (\$31,000) ReachMyTeach which will include Adult Ed (\$28,432)
Printing & Binding	\$2,300	Collateral materials for public relations
Staff Travel	\$600	Mileage for staff travel
General Supplies	\$1,000	Office supplies
Tech-Related Supplies	\$2,000	Tech supplies, SD cards
Audiovisual Supplies	\$1,500	TV3 supplies
Dues & Fees	\$1,250	TV3 subscription fees

Portland Public Schools
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Debt Service

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
DEBT SERVICE							
Principal	\$8,478,861	\$6,530,703	\$7,488,855	\$7,488,855	\$7,488,855	\$958,152	14.7%
Interest	\$4,135,876	\$2,529,972	\$2,156,618	\$2,156,618	\$2,156,618	-\$373,354	-14.8%
Bond Issuance	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL DEBT SERVICE	\$12,614,737	\$9,060,675	\$9,645,473	\$9,645,473	\$9,645,473	\$584,798	6.5%



Facilities (Tammara Sweeney)

The Facilities Department ensures that all school buildings and grounds are maintained to provide a safe, clean, and productive learning environment. It oversees construction projects, maintenance planning, and sustainability initiatives.

Strategic Plan Initiatives:

- This department supports students and staff across the District but has no specific initiative in the Strategic Plan.

	FY 25	FY 26
Full Time Equivalent Staff	13	14

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Facilities

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$659,944	\$773,504	\$897,794	\$897,794	\$902,114	\$128,610	16.6%
Temporary Salaries	\$40,252	\$0	\$4,399	\$4,399	\$4,399	\$4,399	100.0%
Total Salaries	\$700,195	\$773,504	\$902,193	\$902,193	\$906,513	\$133,009	17.2%
Total Benefits	\$197,375	\$282,179	\$336,678	\$336,678	\$344,751	\$62,572	22.2%
TOTAL SALARIES & BENEFITS	\$897,571	\$1,055,683	\$1,238,871	\$1,238,871	\$1,251,264	\$195,581	18.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$12,181	\$18,773	\$23,000	\$23,000	\$23,000	\$4,227	22.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$441,925	\$504,363	\$430,500	\$430,500	\$430,500	-\$73,863	-14.6%
Ins & Legal Contracted Services	\$37,403	\$41,952	\$35,542	\$35,542	\$35,542	-\$6,410	-15.3%
Facilities Contracted Services	\$2,297,547	\$2,250,969	\$2,319,067	\$2,319,067	\$2,319,067	\$68,098	3.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$2,789,057	\$2,816,057	\$2,808,109	\$2,808,109	\$2,808,109	-\$7,948	-0.3%
SUPPLIES							
Academic Supplies	\$208,649	\$225,000	\$170,000	\$170,000	\$170,000	-\$55,000	-24.4%
Operations Supplies	\$66,153	\$1,727,576	\$99,500	\$99,500	\$99,500	-\$1,628,076	-94.2%
TOTAL SUPPLIES	\$274,802	\$1,952,576	\$269,500	\$269,500	\$269,500	-\$1,683,076	-86.2%
MISCELLANEOUS	\$2,317	\$0	\$0	\$0	\$0	\$0	0.0%
CAPITAL EQUIPMENT	\$95,439	\$85,000	\$110,000	\$110,000	\$110,000	\$25,000	29.4%
DEBT SERVICE	\$0	\$17,500	\$0	\$0	\$0	-\$17,500	-100.0%
NON SALARY AND BENEFITS	\$3,161,615	\$4,871,133	\$3,187,609	\$3,187,609	\$3,187,609	-\$1,683,524	-34.6%
TOTAL EXPENDITURES	\$4,059,185	\$5,926,816	\$4,426,480	\$4,426,480	\$4,438,873	-\$1,487,943	-25.1%



FACILITIES -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Architect/Engineer	\$10,000	Small project designs and estimating requirements.
Water	\$1,600	District Office
Sewer	\$3,500	District Office
Insurance - General Liability	\$35,542	
Custodial Supplies	\$3,500	District Office custodial supplies
Natural Gas	\$35,000	District Office
Electricity	\$61,000	District Office
Purchased Professional and Technological Services	\$325,000	Interpreter support (\$8,700) Semi Annual Door Preventative maintenance (\$15,000) Thermal imaging of electrical panels (5 schools a year) (\$30,000) Gym Equipment inspections (\$30,000) AHERA training and inspections (\$33,000) Indoor air quality (\$35,000) Fire sprinkler insp (\$10,000) Burglary monitoring (\$8,000) Fire Alarm monitoring (\$16,000) Fire alarm system inspections and pump testing (\$5,000) Kitchen hood inspections and cleaning (\$12,000) Elevator certification (\$1,800) Backflow preventer inspections (\$1,500) Staffing company (\$55,000) CHO annual audit (\$9,000) Minuteman security camera agreement (\$55,000)
Employee Training and Development Services	\$2,000	Supervisor training (online)
Alarms	\$5,000	Cellular and digital intrusion monitoring for 20 buildings
Repair and Maintenance Services	\$605,000	Electrical (\$200,000) Plumbing (\$175,000) Alarm system repair/upgrades/additions (\$15,000) Security system repair/upgrades/additions (\$20,000) Elevator service contract (\$35,000) Roof repairs (\$45,000) Masonry repairs (\$20,000) Refinish gym floors (\$15,000)

		Flooring replacements (\$30,000) Door repairs (\$10,000) Window shades (\$40,000)
HVAC Maintenance	\$865,000	
Mowing/Plowing/Field Maintenance	\$600,000	Snow removal (\$200,000) Landscaping (\$227,000) Landscaping - Peaks (\$3,000) Striping/paving repairs (\$30,000) Field Maintenance by City & Winter Operations by City (\$140,000)
Asbestos/Mold Abatement	\$40,000	Asbestos and mold abatement services
Vehicle & Equipment Repair	\$20,000	Repair and maintenance of facility dept vehicles and facility dept equipment
Recycling Services	\$132,000	City chargeback for recycling
Hazard Waste Disposal	\$4,000	Disposal of hazardous chemicals
Pest Management Services	\$22,967	
Fire Extinguisher Maintenance Services	\$10,000	Annual fire extinguisher inspections and repair
Phone	\$105,000	Cell phones-HC/supervisors and maintenance staff (\$15,000) Consolidated Comm and Carousel phone lines (\$90,000)
Software/annual subscription	\$12,000	Work order management system and Building use scheduling/invoicing
Advertising	\$500	Advertise for Request for Proposals
Staff Travel	\$9,000	Mileage reports for floaters and on call (\$6,000) Director and Assistant Director Facilities local facilities conference/PD (\$3,000)
General Supplies	\$170,000	Maintenance parts
Equipment (Over \$10K)	\$55,000	New Maintenance Van to replace 2013 Ford Truck (\$38,000) Chariot Ride on scrubber (\$17,000)
Equipment <\$10K	\$55,000	Snow blowers, vacuums, carpet extractors, scrubbers



Finance

The Finance Department oversees the district's financial planning, budgeting, and resource allocation. It ensures that funds are managed responsibly and equitably to support the district's strategic priorities and student success.

Strategic Plan Initiatives:

- Design and implement a sustainable multi-year financial model that enables PPS to successfully implement the strategic plan and equitably allocate resources across the district.

	FY 25	FY 26
Full Time Equivalent Staff	10	10

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Finance

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$636,136	\$856,642	\$958,224	\$958,224	\$958,596	\$101,954	11.9%
Temporary Salaries	\$9,873	\$0	\$4,695	\$4,695	\$4,695	\$4,695	100.0%
Total Salaries	\$646,010	\$856,642	\$962,919	\$962,919	\$963,291	\$106,649	12.4%
Total Benefits	\$166,772	\$222,980	\$249,633	\$249,633	\$254,816	\$31,836	14.3%
TOTAL SALARIES & BENEFITS	\$812,781	\$1,079,622	\$1,212,552	\$1,212,552	\$1,218,107	\$138,485	12.8%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$329	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$1,169,771	\$437,000	\$937,000	\$937,000	\$937,000	\$500,000	114.4%
Ins & Legal Contracted Services	\$792	\$6,361	\$6,361	\$6,361	\$6,361	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$1,170,892	\$448,361	\$948,361	\$948,361	\$948,361	\$500,000	111.5%
SUPPLIES							
Academic Supplies	\$10,047	\$15,000	\$15,000	\$15,000	\$15,000	\$0	0.0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$10,047	\$15,000	\$15,000	\$15,000	\$15,000	\$0	0.0%
MISCELLANEOUS	\$223,728	\$100,000	\$100,000	\$100,000	\$100,000	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$1,404,666	\$563,361	\$1,063,361	\$1,063,361	\$1,063,361	\$500,000	88.8%
TOTAL EXPENDITURES	\$2,217,448	\$1,642,983	\$2,275,913	\$2,275,913	\$2,281,468	\$638,485	38.9%



FINANCE -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional & Technical Services	\$650,000	BerryDunn MainePERS Contract (\$500,000) Audit and Technical Services (\$150,000)
Employee Training & Development Services	\$4,500	ADP Trainings for Finance Team (\$2,000) Conference Registration Fees for Finance Team Members (\$2,500)
Software Maintenance	\$250,000	ADP Payroll Management System (\$250,000)
Insurance - General Liability	\$6,361	
Postage	\$20,000	
Printing/Binding	\$2,000	
Photocopying	\$15,000	
Staff Travel	\$500	Mileage Reimbursement (\$500)
General Supplies	\$5,000	Office Supplies (\$5,000)
Tech-Related Supplies	\$10,000	Two Computers (\$5,000)
Dues and Fees	\$100,000	Fees for Tax and Reporting Filings (\$100,000)



Food Service (Jen Montague)

The Food Service Department ensures that all students have access to nutritious and well-balanced meals that support their health and academic performance. The department manages school meal programs, oversees food safety and compliance, and works to expand access to quality meals for all students.

Strategic Plan Initiatives:

- This department supports students and staff across the District but has no specific initiative in the Strategic Plan.

	FY 25	FY 26
Full Time Equivalent Staff	40.4	41.9

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Food Service

				FY26 Finance			
	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,455,428	\$1,713,235	\$1,963,946	\$1,963,946	\$1,974,977	\$261,742	15.3%
Temporary Salaries	\$31,580	\$60,000	\$9,622	\$9,622	\$9,622	-\$50,378	-84.0%
Total Salaries	\$1,487,008	\$1,773,235	\$1,973,568	\$1,973,568	\$1,984,599	\$211,364	11.9%
Total Benefits	\$488,339	\$659,032	\$794,320	\$794,320	\$813,797	\$154,765	23.5%
TOTAL SALARIES & BENEFITS	\$1,975,347	\$2,432,267	\$2,767,888	\$2,767,888	\$2,798,396	\$366,129	15.1%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$27,802	\$40,775	\$43,000	\$43,000	\$43,000	\$2,225	5.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$5,781	\$38,140	\$10,120	\$10,120	\$10,120	-\$28,020	-73.5%
Ins & Legal Contracted Services	\$6,494	\$6,663	\$6,663	\$6,663	\$6,663	\$0	0.0%
Facilities Contracted Services	\$140,254	\$93,569	\$153,750	\$153,750	\$153,750	\$60,181	64.3%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$180,331	\$179,147	\$213,533	\$213,533	\$213,533	\$34,386	19.2%
SUPPLIES							
Academic Supplies	\$4,828	\$17,700	\$17,700	\$17,700	\$17,700	\$0	0.0%
Operations Supplies	\$2,451,687	\$2,437,567	\$2,552,820	\$2,552,820	\$2,552,820	\$115,253	4.7%
TOTAL SUPPLIES	\$2,456,515	\$2,455,267	\$2,570,520	\$2,570,520	\$2,570,520	\$115,253	4.7%
MISCELLANEOUS	\$1,154	\$2,025	\$2,000	\$2,000	\$2,000	-\$25	-1.2%
CAPITAL EQUIPMENT	\$1,685	\$505,170	\$90,000	\$90,000	\$90,000	-\$415,170	-82.2%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$2,639,686	\$3,141,609	\$2,876,053	\$2,876,053	\$2,876,053	-\$265,556	-8.5%
TOTAL EXPENDITURES	\$4,615,033	\$5,573,876	\$5,643,941	\$5,643,941	\$5,674,449	\$100,573	1.8%



FOOD SERVICES - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$1,000	less \$29,000 additional contractor not needed, not an audit year
Employee Training and Development Services - Food Services Admin	\$3,000	extra \$1,000 added for District Chef Position - Training Costs for Conferences, Training, Required Continuing Education
Employee Training and Development Services - Lunch Program	\$5,000	Staff Training Budget, 3 days training allowed for base contract.
Water	\$1,250	
Sewer	\$4,000	
Repair and Maintenance Services	\$110,000	extra \$40,000 increase due to aging equipment, we were/are over budget 2024 and 2025. Major repair to Central Kitchen cooler door estimated \$30,000.
Mowing/Plowing/Field Maintenance	\$20,000	Seabreeze contract for the central kitchen
Vehicle and Equipment Repair	\$12,000	Service and repairs for the two food service delivery trucks
Waste Disposal Services	\$6,500	
Other Purchased Services	\$1,600	Meal delivery from mainland to Peaks Island and Cliff Island Schools via Casco Bay Island Transit
Insurance - General Liability	\$6,663	
Phone	\$1,800	
Internet Connectivity	\$2,750	
Software/annual subscription	\$27,000	Point of Sale, Nutrition and Menu Planning, and Temperature Monitoring Software and Support
Advertising	\$500	Request for Proposals and Bids
Printing/Binding	\$750	Create new signs for halal meals and to improve the appearance of the cafeterias at Middle and High Schools
Photocopying	\$1,720	

Staff Travel - Food Services Admin	\$1,500	Travel to conferences, Mileage
Staff Travel - Lunch program	\$6,500	Staff Mileage
General Supplies	\$10,000	General office supplies for the department
Natural Gas	\$20,000	
Electricity	\$50,000	
Gasoline	\$5,000	
Food	\$2,250,000	Extra \$95,000, Increased meal cost due to increased participation/revenue (+4.5%) plus extra food costs for Halal certified meats
Non-Food Supplies	\$227,820	Non-food items and supplies for our meal programs
Tech-Related Supplies	\$7,700	
Equipment (Over \$10K)	\$30,000	Less \$476,170, no capital purchases planned
Equipment <\$10K	\$60,000	Extra \$50,000 needed to replace aging refrigeration units and ovens in most elementary schools plus extra holding and serving units required for Halal certification
Dues and Fees	\$2,000	State Health Licenses for our schools and the central kitchen



Human Resources (Jennifer Slabbinck)

The Human Resources Department leads efforts in recruitment, staff development, and workforce diversity. HR also oversees employee relations and ensures equitable hiring practices to reflect the district's commitment to inclusion.

Strategic Plan Initiatives:

- Develop and implement a plan to advance staff mindsets and cultural humility in support of equitable outcomes and experiences for our students and families.
- Refine and implement a shared vision for a strong and inclusive staff culture where staff are valued, affirmed, effective, and supported.
- Refine and implement recruitment, selection, and support systems to enhance the quality and demographic diversity of staff.

	FY 25	FY 26
Full Time Equivalent Staff	10	10

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Human Resources

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,042,235	\$935,583	\$925,044	\$925,044	\$925,044	-\$10,539	-1.1%
Temporary Salaries	\$6,989	\$720,250	\$191,900	\$191,900	\$168,400	-\$551,850	-76.6%
Total Salaries	\$1,049,224	\$1,655,833	\$1,116,944	\$1,116,944	\$1,093,444	-\$562,389	-34.0%
Total Benefits	\$876,353	\$983,530	\$770,699	\$770,699	\$776,294	-\$207,236	-21.1%
TOTAL SALARIES & BENEFITS	\$1,925,577	\$2,639,363	\$1,887,643	\$1,887,643	\$1,869,738	-\$769,625	-29.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$93,112	\$118,559	\$129,676	\$129,676	\$129,676	\$11,117	9.4%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$149,460	\$112,600	\$112,000	\$112,000	\$47,000	-\$65,600	-58.3%
Ins & Legal Contracted Services	\$44,777	\$100,000	\$100,000	\$100,000	\$100,000	\$0	0.0%
Facilities Contracted Services	\$735	\$500	\$500	\$500	\$500	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$288,084	\$331,659	\$342,176	\$342,176	\$277,176	-\$54,483	-16.4%
SUPPLIES							
Academic Supplies	\$41,951	\$29,000	\$29,000	\$29,000	\$19,000	-\$10,000	-34.5%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$41,951	\$29,000	\$29,000	\$29,000	\$19,000	-\$10,000	-34.5%
MISCELLANEOUS	\$36,952	\$20,000	\$20,000	\$20,000	\$20,000	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$366,986	\$380,659	\$391,176	\$391,176	\$316,176	-\$64,483	-16.9%
TOTAL EXPENDITURES	\$2,292,563	\$3,020,022	\$2,278,819	\$2,278,819	\$2,185,914	-\$834,108	-27.6%



HUMAN RESOURCES -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$71,000	TNTP Survey (\$65,000) Costs associated with interpretation services for employees (\$6,000)
Employee Training and Development Services	\$10,000	New hire orientation costs (\$3,000) Onboarding and training of new employees (\$5,000) Translation of employee materials (\$2,000)
Other Professional Services	\$11,000	Physicals, drug testing, and ergonomic assessments for employees
Legal Services	\$100,000	
Repair and Maintenance Services	\$500	Required for HR badge machine to create staff ID badges
Software/Annual Subscription	\$115,676	Annual Subscription for Vector Systems (\$38,500) Frontline Suite (\$73,005) Annual required compliance training video suite (\$4,171)
Advertising	\$25,000	Annual cost to use Indeed platform for job postings (\$20,000) Registration and materials for job fairs and recruitment efforts (\$5,000)
Printing/Binding	\$5,000	Annual printing costs for Hiring Toolkit, Elevating Educators guide, employee onboarding materials, longevity recognition
Staff Travel	\$4,000	Reimbursement for staff travel to job fairs, recruitment events, and relevant conferences
General Supplies	\$29,000	Departmental supply needs (\$14,000) Employee recognition, employee appreciation, and retirement gifts (\$15,000)
Dues and Fees	\$20,000	Management and renewal fees for Mission Square Retirement (\$19,070) Membership and dues costs for HR staff (\$930)



IT and Data & Assessment (Hayley Didriksen)

The IT and Data & Assessment Department ensures that PPS has the technological infrastructure, data systems, and digital tools necessary to support learning and operations. It manages cybersecurity, data privacy, digital learning tools, and assessments to track student progress and district performance.

Strategic Plan Initiatives:

- Design and implement the data infrastructure necessary to build dashboards to monitor progress of the school system effectively.

	FY 25	FY 26
Full Time Equivalent Staff	14.3	15.3

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IT and Data & Assessment

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,047,569	\$1,133,122	\$1,439,486	\$1,439,486	\$1,442,303	\$309,181	27.3%
Temporary Salaries	\$2,518	\$0	\$16,074	\$16,074	\$16,074	\$16,074	100.0%
Total Salaries	\$1,050,087	\$1,133,122	\$1,455,560	\$1,455,560	\$1,458,377	\$325,255	28.7%
Total Benefits	\$353,104	\$346,286	\$301,463	\$301,463	\$306,799	-\$39,487	-11.4%
TOTAL SALARIES & BENEFITS	\$1,403,191	\$1,479,408	\$1,757,023	\$1,757,023	\$1,765,176	\$285,768	19.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$259,702	\$227,701	\$429,306	\$429,306	\$429,306	\$201,605	88.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$56,888	\$144,824	\$32,750	\$32,750	\$32,750	-\$112,074	-77.4%
Ins & Legal Contracted Services	\$56,169	\$57,000	\$57,000	\$57,000	\$57,000	\$0	0.0%
Facilities Contracted Services	\$139,936	\$206,800	\$188,168	\$188,168	\$188,168	-\$18,632	-9.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$512,694	\$636,325	\$707,224	\$707,224	\$707,224	\$70,899	11.1%
SUPPLIES							
Academic Supplies	\$180,070	\$53,455	\$58,900	\$58,900	\$58,900	\$5,445	10.2%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$180,070	\$53,455	\$58,900	\$58,900	\$58,900	\$5,445	10.2%
MISCELLANEOUS	\$780	\$150	\$165	\$165	\$165	\$15	10.0%
CAPITAL EQUIPMENT	\$209,470	\$123,020	\$281,000	\$281,000	\$281,000	\$157,980	128.4%
DEBT SERVICE	\$0	\$1,125	\$1,125	\$1,125	\$1,125	\$0	0.0%
NON SALARY AND BENEFITS	\$903,014	\$814,075	\$1,048,414	\$1,048,414	\$1,048,414	\$234,339	28.8%
TOTAL EXPENDITURES	\$2,306,204	\$2,293,483	\$2,805,437	\$2,805,437	\$2,813,590	\$520,107	22.7%



IT - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$15,750	\$10,000 for contracted support \$5,750 for data privacy services
Employee Training and Development Services	\$17,000	\$7,000 for IT staff training and certification \$4,000 for Data Team Training \$6,000 for Infinite Campus Training Series - YES
Repair and Maintenance Services	\$179,669	\$73,000 for Building Cabling Project (Full cost = \$365K with 80% covered by E-Rate; cost to District = \$73K). \$19,200 for Network Maintenance Contract (Full cost = \$96K with 80% covered by E-Rate; cost to district = \$19,200). \$7,469 for Firewall licenses and management platform (Full cost = \$37,343 with 80% covered by E-Rate; cost to district = \$7,469). \$80,000 for Cisco Webex/Spark:Direct phone services
Recycling Services	\$8,500	Ewaste Removal
Insurance-Gen Liability	\$57,000	Safeware: High School ChromeBook Protection Plan
Phone	\$17,000	\$3,000 IT Staff phone stipends \$14,000 Student hotspot service plan
Software/annual subscription	\$403,306	\$34,500 Remote Monitoring and Management \$5,500 SolarWinds Help Desk \$32,000 Intrado/West Corp \$15,000 Final Site Web Hosting \$5,700 LaserFiche \$2,000 GoDaddy \$14,364 Sophos \$41,000 JAMF MDM \$12,000 VM Ware \$19,500 Securly Web Filter \$8,100 Virtru \$4,000 Adobe \$1,910 Smartboard License \$7,600 Zoom \$32,000 Google Workspace Licensing \$7,650 Mimecast DMARC analyzer \$35,000 Mimecast Email filter/cyber security training \$35,000 Infinite Campus \$65,000 PowerSchool Analytics & Insights Platform \$15,000 Naviance (CCLR tool)

		\$1,800 National Student Clearinghouse data \$9,000 Asana
Staff Travel	\$9,000	\$6,000 IT Staff Mileage \$3,000 Conference Travel
General Supplies	\$1,900	
Tech-Related Supplies	\$57,000	\$20,000 Repair parts and supplies \$17,000 Monitors & Computer Peripherals \$20,000 Data Center Hardware (Servers, Storages, UPS, UPS Batteries, Racks, Switches, Sensor, etc.)
Tech-Related Equip <\$10k	\$281,000	\$190,000 Inventory replacement of staff computers (10% replacement rate) \$15,000 Projectors Inventory cycle replacement \$15,000 School STEM Lab Upkeep (16 mac minis + peripherals) \$25,781 Replacement office phones. \$35,000 RICOH Copier contract renewal
Dues and Fees	\$165	Membership in Association of Computer Technology Educators of Maine (ACTEM) Membership in Maine Educational Technology Directors Association (METDA)
Interest-Bonds or Notes	\$1,125	



Multilingual Office (Grace Valenzuela, Ph.D.)

The Multilingual Office supports the district's diverse student population by implementing programs that foster linguistic and cultural inclusion. This office provides resources for students and families including the preventing homelessness grant and community engagement opportunities to support students and families.

Strategic Plan Initiatives:

- This department supports students and staff across the District but has no specific initiative in the Strategic Plan.

	FY 25	FY 26
Full Time Equivalent Staff	24.2	23

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Multilingual

				FY26 Finance			
	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,199,417	\$1,923,130	\$1,580,388	\$1,577,723	\$1,458,993	-\$464,137	-24.1%
Temporary Salaries	\$95,521	\$13,500	\$56,564	\$59,229	\$101,558	\$88,058	652.3%
Total Salaries	\$1,294,939	\$1,936,630	\$1,636,952	\$1,636,952	\$1,560,551	-\$376,079	-19.4%
Total Benefits	\$449,310	\$607,925	\$505,227	\$505,227	\$483,456	-\$124,469	-20.5%
TOTAL SALARIES & BENEFITS	\$1,744,249	\$2,544,555	\$2,142,179	\$2,142,179	\$2,044,007	-\$500,548	-19.7%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$8,348	\$6,300	\$7,467	\$7,467	\$7,467	\$1,167	18.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$51,329	\$88,300	\$181,967	\$181,967	\$156,967	\$68,667	77.8%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$900	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$60,577	\$94,600	\$189,434	\$189,434	\$164,434	\$69,834	73.8%
SUPPLIES							
Academic Supplies	\$26,471	\$18,000	\$21,950	\$21,950	\$21,950	\$3,950	21.9%
Operations Supplies	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000	100.0%
TOTAL SUPPLIES	\$26,471	\$18,000	\$25,950	\$25,950	\$25,950	\$7,950	44.2%
MISCELLANEOUS	\$3,963	\$2,000	\$259,493	\$259,493	\$259,493	\$257,493	12874.7%
CAPITAL EQUIPMENT	\$0	\$0	\$1,400	\$1,400	\$1,400	\$1,400	100.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$91,011	\$114,600	\$476,277	\$476,277	\$451,277	\$336,677	293.8%
TOTAL EXPENDITURES	\$1,835,260	\$2,659,155	\$2,618,456	\$2,618,456	\$2,495,284	-\$163,871	-6.2%



MULTILINGUAL - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$170,367	Cost of contracted interpreting services (\$51,000); Intake support for PreK, Kindergarten, and summer enrollments (\$20,000); Americorps member contracts (\$25,000); Volunteer Database (\$9,367) Speaker fees for Parent University sessions/workshops (\$2,000); Contracted services for MCvento Grant Award (\$63,000)
Phone	\$7,300	Phone stipends for Family & Community Engagement Specialists and McVento Liaison
Printing/Binding	\$3,000	Flyers and invitations for events
Photocopying	\$1,300	Shared cost for copy machine
Staff Travel	\$6,300	Staff mileage from CO to schools
General Supplies	\$17,000	Office supplies
Books and Periodicals	\$1,200	Assessment materials for Intake
Technology Related Supplies	\$2,000	Online testing services for Intake
Dues and Fees	\$2,785	Membership dues, fees, and subscriptions
Gas	\$4,000	Gas for four MCVento-funded vans
Misc	\$256,708	McKvento Support
Computer	\$1,400	Computers for staff
Temp Salary	\$48,583	Family outreach, language access, childcare for family evening events

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Other

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$528,726	\$0	\$0	\$0	\$0	\$0	0%
Temporary Salaries	\$37,413	\$0	\$0	\$0	\$0	\$0	0%
Total Salaries	\$566,139	\$0	\$0	\$0	\$0	\$0	0%
Total Benefits	\$136,664	\$0	\$0	\$0	\$0	\$0	0%
TOTAL SALARIES & BENEFITS	\$702,803	\$0	\$0	\$0	\$0	\$0	0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$79,588	\$0	\$0	\$0	\$0	\$0	0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Ops & Comm Contracted Services	\$920	\$0	\$0	\$0	\$0	\$0	0%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL CONTRACTED SERVICES	\$80,508	\$0	\$0	\$0	\$0	\$0	0%
SUPPLIES							
Academic Supplies	\$15,110	\$0	\$0	\$0	\$0	\$0	0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL SUPPLIES	\$15,110	\$0	\$0	\$0	\$0	\$0	0%
MISCELLANEOUS	\$629	\$0	\$0	\$0	\$0	\$0	0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0%
NON SALARY AND BENEFITS	\$96,247	\$0	\$0	\$0	\$0	\$0	0%
TOTAL EXPENDITURES	\$799,049	\$0	\$0	\$0	\$0	\$0	0%



Pre-K (Kellie Irving, Interim)

The Pre-K Department expands early childhood education opportunities, ensuring that young learners are prepared for kindergarten. It oversees curriculum development, family outreach, and efforts to increase Pre-K programming. The department will assume responsibility for early childhood in 2028 and must build capacity for related services for children age 2.8years plus.

Strategic Plan Initiatives:

- Ensure we meet the commitment to universal readiness for kindergarten through partnership with community organizations.

	FY 25	FY 26
Full Time Equivalent Staff	4.5	5.5

Portland Public Schools
FY2026 Expenditure Summary
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District Wide Pre-K

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/-(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$293,565	\$441,736	\$566,654	\$566,654	\$566,654	\$124,918	28.3%
Temporary Salaries	\$78,660	\$5,280	\$19,950	\$19,950	\$19,950	\$14,670	277.8%
Total Salaries	\$372,225	\$447,016	\$586,604	\$586,604	\$586,604	\$139,588	31.2%
Total Benefits	\$88,968	\$134,272	\$137,116	\$137,116	\$139,146	\$4,874	3.6%
TOTAL SALARIES & BENEFITS	\$461,193	\$581,288	\$723,720	\$723,720	\$725,750	\$144,462	24.9%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$4,211	\$183,277	\$10,495	\$10,495	\$10,495	-\$172,782	-94.3%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$149,774	\$2,800	\$0	\$0	\$0	-\$2,800	-100.0%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$153,984	\$186,077	\$10,495	\$10,495	\$10,495	-\$175,582	-94.4%
SUPPLIES							
Academic Supplies	\$51,949	\$27,000	\$31,500	\$31,500	\$31,500	\$4,500	16.7%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$51,949	\$27,000	\$31,500	\$31,500	\$31,500	\$4,500	16.7%
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$205,934	\$213,077	\$41,995	\$41,995	\$41,995	-\$171,082	-80.3%
TOTAL EXPENDITURES	\$667,126	\$794,365	\$765,715	\$765,715	\$767,745	-\$26,620	-3.4%



PRE K - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$175,000	\$105,000 for Partner Site Memoranda of Understanding (MoU) with Youth and Family Outreach- 2 classrooms- and Catherine Morrill Day Nursery-1 classroom (\$35,000 x 3 classrooms= \$105,000) \$70,000 for consulting to support the transition of responsibility for special education services from Maine's Child Development Services (CDS) to PPS
Employee Training and Development	\$2,500	To support professional learning for the Pre-K leadership team, which will provide on-going training and coaching for school-based pre-K team members
Software/annual subscription	\$6,795	\$4,210.80 for Teaching Strategies Gold (TSG) \$1800 for Ages and Stages Questionnaire (ASQ) (Screening tool) Multiple Language \$874.00 Battelle-3 Assessment Tools for Special education testing
Staff Travel	\$1,200	\$120/month for Central Office Pre-K staff and itinerant teachers to move between schools and offices
General Supplies	\$9,000	\$500 per class x 18 classes Replace lost and broken items to maintain high quality Pre-K curriculum
Instructional Supplies	\$16,200	\$900 per class x 18 classes Replace lost and broken items to maintain high quality Pre-K curriculum
BOOKS/PERIODICALS	\$6,300	\$350 per class x 18 classes Replace lost and broken items to maintain high quality Pre-K curriculum



PORTLAND PUBLIC SCHOOLS
prepared & empowered

School Board (Sarah Lentz, Board Chair)

The School Board provides governance and oversight for Portland Public Schools. It is responsible for setting district policies, approving the budget, and ensuring that the district remains aligned with its mission and strategic priorities. The board works collaboratively with the Superintendent and district leaders to make decisions that support student success.

Strategic Plan Initiatives:

- The Board is responsive for the overall success of the strategic plan

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
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School Board

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Temporary Salaries	\$70,183	\$68,772	\$68,599	\$68,599	\$68,599	-\$173	-0.3%
Total Salaries	\$70,183	\$68,772	\$68,599	\$68,599	\$68,599	-\$173	-0.3%
Total Benefits	\$26,473	\$6,507	\$6,561	\$6,561	\$6,603	\$96	1.5%
TOTAL SALARIES & BENEFITS	\$96,656	\$75,279	\$75,160	\$75,160	\$75,202	-\$77	-0.1%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$12,366	\$10,800	\$10,800	\$10,800	\$10,800	\$0	0.0%
Ins & Legal Contracted Services	\$100,432	\$157,621	\$162,349	\$162,349	\$162,349	\$4,728	3.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$112,798	\$168,421	\$173,149	\$173,149	\$173,149	\$4,728	2.8%
SUPPLIES							
Academic Supplies	\$6,893	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$6,893	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
MISCELLANEOUS	\$19,606	\$18,000	\$20,000	\$20,000	\$20,000	\$2,000	11.1%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$139,297	\$191,421	\$198,149	\$198,149	\$198,149	\$6,728	3.5%
TOTAL EXPENDITURES	\$235,953	\$266,700	\$273,309	\$273,309	\$273,351	\$6,651	2.5%



SCHOOL BOARD - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional & Technical Services	\$10,000	Facilitation Support and External Training as Needed (\$10,000)
Insurance - General Liability	\$162,349	
Printing/Binding	\$800	Printing of Board Materials (\$800)
General Supplies	\$5,000	Supplies for Swearing-In and Retirement Recognition
Dues and Fees	\$20,000	Maine School Board Association (\$20,000)



Special Education (Jesse Applegate)

Special Education ensures that students with disabilities receive the services and support they need to succeed. This department focuses on inclusive education, improving instructional strategies, and developing programs that address the individualized needs of students with disabilities.

Strategic Plan Initiatives:

- Develop the capacity of schools to provide more effective instruction to students with disabilities across the continuum of services, utilizing content-specific universal design for learning strategies and practices.
- Develop and implement systems for identifying and delivering behavioral support services focused on students' emotional and mental health.

	FY 25	FY 26
Full Time Equivalent Staff	43.6	53.3

Portland Public Schools
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Special Education

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,482,928	\$3,394,055	\$4,249,010	\$4,249,010	\$4,172,713	\$778,658	22.9%
Temporary Salaries	\$49,831	\$368,000	\$401,219	\$401,219	\$401,219	\$33,219	9.0%
Total Salaries	\$1,532,759	\$3,762,055	\$4,650,229	\$4,650,229	\$4,573,932	\$811,877	21.6%
Total Benefits	\$445,621	\$1,013,594	\$1,138,518	\$1,138,518	\$1,122,443	\$108,849	10.7%
TOTAL SALARIES & BENEFITS	\$1,978,380	\$4,775,649	\$5,788,747	\$5,788,747	\$5,696,375	\$920,726	19.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$14,599	\$49,750	\$82,250	\$82,250	\$82,250	\$32,500	65.3%
SPED Contracted Services	\$3,860,540	\$3,940,000	\$4,000,000	\$4,000,000	\$4,025,000	\$85,000	2.2%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$10,669	\$103,900	\$138,200	\$138,200	\$138,200	\$34,300	33.0%
Ins & Legal Contracted Services	\$145,096	\$50,000	\$75,000	\$75,000	\$75,000	\$25,000	50.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$4,030,904	\$4,143,650	\$4,295,450	\$4,295,450	\$4,320,450	\$176,800	4.3%
SUPPLIES							
Academic Supplies	\$45,432	\$259,277	\$215,000	\$215,000	\$215,000	-\$44,277	-17.1%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$45,432	\$259,277	\$215,000	\$215,000	\$215,000	-\$44,277	-17.1%
MISCELLANEOUS	\$134,979	\$40,785	\$30,750	\$30,750	\$30,750	-\$10,035	-24.6%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$4,211,315	\$4,443,712	\$4,541,200	\$4,541,200	\$4,566,200	\$122,488	2.8%
TOTAL EXPENDITURES	\$6,189,695	\$9,219,361	\$10,329,947	\$10,329,947	\$10,262,575	\$1,043,214	11.3%



STUDENT SUPPORT SERVICES -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Special Education Contracted Services	\$425,000	Additional contracting to ensure that all therapy and related services are provided as per IEPs: • Speech Therapy (\$30,000) • Occupational Therapy (\$70,000) • Physical Therapy (\$55,000) • Board Certified Behavior Analyst (\$50,000) • Psychology (\$180,000) Contracted services to cover temporary or unexpected nursing needs for students with complex medical needs (\$20,000) High-quality professional learning opportunities that support movement toward a unified mental health strategy across the district (\$10,000) Supervision for social workers with conditional licenses; case consultation and social workers and counselors by qualified mental health experts - (\$10,000)
Tuition to Private Source	\$3,600,000	Tuition for IEP-determined placements at special purpose private schools (also called out of district/OOD)
Instructional Supplies	\$108,500	Instructional supplies for special education classes, to be distributed proportionally to schools and programs; evaluation materials for specialists (\$100,000) Instructional materials for students receiving Chapter 104 services (\$4,500) Instructional supplies to support students with 504 plans (\$4,000)
Books/Periodicals	\$3,500	Books/periodicals needed for instruction in special education classes (\$3,500) Materials for Chapter 104 staff for professional development (\$500)
Technology Related Supplies	\$23,000	Technology supplies needed for instruction in special education classrooms, to be distributed proportionally to schools and programs; student-specific assistive technology as required by their IEP (\$15,000)

		Specific technology needs that are required as per 504 plans, such as assistive technology (\$8,000)
Purchased Professional and Technological Services	\$135,000	Professional development opportunities for school administrators and staff, particularly de-escalation and physical management training; cost for sending students to external transition programming at Strive/TOPS (\$130,000) Professional development sessions for all nurses in the district (\$5,000)
Employee Training and Development Services	\$40,750	Professional development opportunities for central administrators and related service providers (\$40,000) Staff attendance at a yearly Chapter 104 conference (\$750)
Legal Services	\$75,000	Administrator consultation with our external legal team as needed, and the deductibles on claims we file in response to legal action
Postage	\$1,200	Legally required mailing of forms
Software/Annual Subscription	\$30,000	Software such as Navigate 360 and Acuity (IEP-writing and billing software)
Advertising	\$500	Legally required notification related to child find obligations
Photocopying	\$1,500	Legally required production of special education files
Staff Travel	\$11,500	Special education staff travel mileage between schools as required by their job responsibilities, and some travel to professional meetings/conferences (\$9,500) Nurse travel for unexpected coverage or other responsibilities (\$1,000) Chapter 104 staff travel as required by their assignments (\$1,000)
General Supplies	\$80,000	General supplies for special education classes, to be distributed proportionally to schools and programs (\$55,000) Administrative and classroom materials to support students with 504 plans (\$5,000)

		All medical supplies required for nurses in the normal course of business (\$20,000)
Dues and Fees	\$30,750	Membership dues to professional organizations for some staff and administrators, and some fees relating to licensure for staff Processing the annual Chapter 104 screening results
Temporary Salaries	\$331,665	Hourly pay for ed techs working over the summer in IEP-required Extended School Year programs (\$135,000) Hourly pay for special educators working over the summer in IEP-required Extended School Year programs (\$136,665) Hourly pay for staff when temporary adult support is required as per an IEP or other immediate need, including BHP coverage (\$45,000) Summer projects/PD led by social workers/intern supervision/added pay and stipends (\$15,000) Adult support for students who require it as per their 504 plans, or who need it temporarily
Tutoring	\$20,947	Tutoring for students with IEPs required due to illness, injury, suspension, or IEP decisions (\$15,000) Tutoring for students without IEPs required due to illness, injury, or suspension (\$5,947)
Teacher Additional Pay	\$5,985	Additional pay for special educators to attend IEP meetings and provide student-based services outside of the normal work day, as needed
Regular Support Overtime	\$4,987	Additional pay for ed techs to provide student-based services outside of the normal work day



Superintendent's Office (Ryan Scallon, Ed.D.)

The Superintendent's Office provides strategic leadership and vision for the entire school district. This office ensures that district policies, initiatives, and operations align with the Board's Policies and the Strategic Plan. It focuses on equity, instructional excellence, and operational efficiency while maintaining accountability for student outcomes.

Strategic Plan Initiatives:

- Clarify central office roles and responsibilities, including decision-making rights, and implement improved systems for communication to increase the effectiveness of support for school staff, students, and families.
- Codify shared systems, standard operating procedures, and guidance for schools in order to strengthen accountability and responsiveness to schools.
- Develop, pilot, and scale a community schools model to effectively support students and expand access to community partnerships.
- Expand access to out of school time activities (i.e. sports, clubs, non-academic opportunities etc.) and school-wide events across the district so that students' feelings of motivation and inclusion increase.

	FY 25	FY 26
Full Time Equivalent Staff	7.0*	7.0*

*Includes the Foundation for Portland Public Schools and PEA President

Portland Public Schools
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Superintendent

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$369,605	\$491,274	\$666,785	\$666,785	\$666,785	\$175,511	35.7%
Temporary Salaries	-\$2,943	\$12,000	\$3,267	\$3,267	\$3,267	-\$8,733	-72.8%
Total Salaries	\$366,662	\$503,274	\$670,052	\$670,052	\$670,052	\$166,778	33.1%
Total Benefits	\$109,164	\$142,501	\$143,849	\$143,849	\$146,644	\$4,143	2.9%
TOTAL SALARIES & BENEFITS	\$475,826	\$645,775	\$813,901	\$813,901	\$816,696	\$170,921	26.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$19,263	\$48,000	\$48,000	\$48,000	\$48,000	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$43,862	\$130,000	\$0	\$0	\$0	-\$130,000	-100.0%
Ins & Legal Contracted Services	\$292,250	\$153,900	\$153,900	\$153,900	\$153,900	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$1,325	\$1,325	\$1,325	\$1,325	100.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$355,375	\$331,900	\$203,225	\$203,225	\$203,225	-\$128,675	-38.8%
SUPPLIES							
Academic Supplies	\$11,168	\$10,212	\$10,212	\$10,212	\$10,212	\$0	0.0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$11,168	\$10,212	\$10,212	\$10,212	\$10,212	\$0	0.0%
MISCELLANEOUS	\$21,550	\$26,967	\$26,967	\$26,967	\$26,967	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$388,092	\$369,079	\$240,404	\$240,404	\$240,404	-\$128,675	-34.9%
TOTAL EXPENDITURES	\$863,918	\$1,014,854	\$1,054,305	\$1,054,305	\$1,057,100	\$42,246	4.2%



SUPERINTENDENT - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Employee Training & Development Services	\$38,300	Leadership Conferences for Senior Leadership (\$28,000) Travel and Accommodations (\$10,300)
Legal Fees	\$153,900	
Rentals	\$1,325	Meeting Spaces (\$1,325)
Staff Travel	\$9,700	Mileage Reimbursement (\$9,700)
General Supplies	\$10,212	Office Supplies
Dues and Fees	\$6,310	AASA and MSMA Membership (\$6,310)
Other Items	\$20,657	Hold for Flexibility (\$20,657)



Transportation (Ben Lesavoy)

The Transportation Department ensures safe and reliable transportation for students across the district. It manages bus routes, schedules, and accessibility to support equitable access to education.

Strategic Plan Initiatives:

- Design and implement a multiyear transportation plan to support equitable student access.

	FY 25	FY 26
Full Time Equivalent Staff	42.25	44.25

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Transportation

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,212,420	\$2,436,450	\$2,300,190	\$2,300,190	\$2,312,890	-\$123,560	-5.1%
Temporary Salaries	\$95,525	\$142,000	\$11,270	\$11,270	\$11,270	-\$130,730	-92.1%
Total Salaries	\$2,307,945	\$2,578,450	\$2,311,460	\$2,311,460	\$2,324,160	-\$254,290	-9.9%
Total Benefits	\$729,408	\$937,441	\$1,014,395	\$1,014,395	\$1,039,973	\$102,532	10.9%
TOTAL SALARIES & BENEFITS	\$3,037,353	\$3,515,891	\$3,325,855	\$3,325,855	\$3,364,133	-\$151,758	-4.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$2,383	\$3,500	\$42,220	\$42,220	\$42,220	\$38,720	1106.3%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$488,320	\$452,600	\$459,357	\$459,357	\$459,357	\$6,757	1.5%
Ins & Legal Contracted Services	\$27,450	\$43,219	\$43,219	\$43,219	\$43,219	\$0	0.0%
Facilities Contracted Services	\$308,201	\$200,000	\$225,000	\$225,000	\$225,000	\$25,000	12.5%
Transport Contracted Services	\$770,769	\$600,000	\$865,000	\$865,000	\$865,000	\$265,000	44.2%
TOTAL CONTRACTED SERVICES	\$1,597,122	\$1,299,319	\$1,634,796	\$1,634,796	\$1,634,796	\$335,477	25.8%
SUPPLIES							
Academic Supplies	\$11,858	\$4,600	\$10,000	\$10,000	\$10,000	\$5,400	117.4%
Operations Supplies	\$211,212	\$250,000	\$255,525	\$255,525	\$255,525	\$5,525	2.2%
TOTAL SUPPLIES	\$223,070	\$254,600	\$265,525	\$265,525	\$265,525	\$10,925	4.3%
MISCELLANEOUS	\$1,241	\$175	\$175	\$175	\$175	\$0	0.0%
CAPITAL EQUIPMENT	\$759,000	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$18,628	\$17,649	\$17,649	\$17,649	-\$979	-5.3%
NON SALARY AND BENEFITS	\$2,580,433	\$1,572,722	\$1,918,145	\$1,918,145	\$1,918,145	\$345,423	22.0%
TOTAL EXPENDITURES	\$5,617,786	\$5,088,613	\$5,244,000	\$5,244,000	\$5,282,278	\$193,665	3.8%



TRANSPORTATION -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Insurance - General Liability	\$6,500	Insurance for vehicles - staff transportation only (\$6,500) Insurance for vehicles that transport students (\$43,219)
Purchased Professional and Technological Services	\$413,257	Student Transportation for Myride parent app that allows families to receive information on bus schedules/ maps and track bus locations and expected arrival times (\$4,257) Contract for crossing guard services (\$409,000)
Repair and Maintenance Services	\$215,000	Vehicle maintenance contract with South Portland Public Schools- covers staffing, parts, and facilities-related costs
Software Maintenance	\$15,000	Pilot use of card system to scan pre-k/K students on/off buses for safety
Private Student Transportation Services	\$650,000	Contracted bus and van services for students with IEPs that cannot be covered by PPS drivers (\$350,000) Contracted bus and van services for students entitled to transportation under the McKinney Vento Act (where routes cannot be covered by PPS drivers) (\$50,000) Field Trips and Athletics (\$250,000)
Student Transportation Services	\$215,000	Metro passes for High School students (\$200,000) Casco Bay Lines student passes (\$15,000)
Phone	\$27,600	Cell phone stipends for drivers and assistants per BASE contract
Software/annual subscription	\$31,220	Annual fees for Tyler drive, routing software, and tablets
Photocopying	\$1,000	
Staff Travel	\$3,500	Travel to conferences for transportation leaders and drivers
General Supplies	\$10,000	General supplies
Electricity	\$5,525	
Gasoline	\$250,000	
Dues and Fees	\$175	

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director
DATE: March 27, 2025
SUBJECT: Resolve 9-24/25 Adopting the Fiscal Year 2025-2026 Annual Action Plan Including Appropriations for the Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant Programs and Certifications Pertaining Thereto - 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 4/28/2025

Final

Action 5/5/2025

Can action be taken at a later date: No A public notice of these meetings and public hearings has been published in the Press Herald as required.

Does this item involve a new contract with the City: This involves a grant agreement that will be sent to the City when the Annual Action Plan is approved.

PRESENTATION:

The Chair and/or Vice-Chair of the CDBG Annual Allocation Committee will present the Allocation Committee's recommendations. The City Manager will present her recommendations. HCD Staff are available for questions.

I. SUMMARY

The resolution adopts the 2025-2026 Annual Action Plan including appropriations for Community Development Block Grant, HOME, and Emergency Solutions Grant Programs.

II. AGENDA DESCRIPTION

The 2025-2026 Housing and Community Development Program Annual Action Plan reports to the U.S. Department of Housing and Urban Development (HUD) a total estimated budget of \$7,830,113 (Community Development Block Grant ("CDBG") Entitlement Funds \$1,833,541; CDBG Contingency Funds \$142,545; \$120,000 Downtown TIF funding; \$20,000 Cotton St proceeds; HOME Program Grant \$839,923; Program Income and Recapture \$131,660; Lead Safe Housing Program Income \$122,744; local Housing Trust Fund \$863,559; HOME-ARP \$3,594,143; \$161,998 Emergency Solutions Grant ("ESG") funds).

The CDBG Annual Allocation Committee, appointed by the City Council, reviewed each application and made funding recommendations that will be presented to the Council. The City Manager reviewed the Committee's recommendations and submitted her funding recommendations to the Council. The Housing and Economic Development Committee reviewed the Housing Program Budget at their meeting on February 25, 2025, and voted unanimously (3-0) to recommend City Council approval of the budget.

The City's public participation process requires two public hearings to consider the City's Housing and Community Development Program proposal. The hearings allow the public to comment on the City's Consolidated Annual Action Plan. Public hearings for FY25 are set for April 28 and May 5. People who wish to speak may do so once; they may not speak at both public hearings.

This item must be read on two separate days. This is its first reading and first public hearing. At the second public hearing on May 5, five affirmative votes are required for passage after public comment.

III. BACKGROUND

The CDBG Annual Allocation Committee reviewed all applications and made funding recommendations to the City Manager; both sets of recommendations are included in the attached backup materials. Please see attachments for additional details about CDBG, HOME/Housing, and ESG program funding.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The activities supported by these grants address housing and homelessness, as well as infrastructure improvements that may impact climate change and sustainability.

V. FINANCIAL IMPACT

Please see attached budgets for each program. Funding for these activities will be provided through grants from the US Department of Housing and Urban Development.

VI. STAFF ANALYSIS AND BACKGROUND

For additional details, reference is made to the attachments included in the backup materials.

VII. RECOMMENDATION

Staff recommends that the City Council vote to approve the 2025-2026 Annual Action Plan.

VIII. LIST ATTACHMENTS

1. Resolve - Adopting the Fiscal Year 2025-2026 Housing and Community Development Annual Action Plan
2. 0 Council Resolution Approving AAP Template
3. 1 Memo to Council budget 25-26
4. 2 Memo budget and cap calculations background 2025-2026
5. 3 2025-26 Letter to the City ManagerFINAL
6. 4 CDBG Allocation Recommendations
7. 4 Final City Manager CDBG Letter
8. 5 Draft Memo Housing Program Budget new memo format 02.20.2025
9. 6 ESG Budget 2025-2026 DRAFT 03.03.2025
10. 7 AAP draft 4.4.2025

Prepared by:

Mary Davis, Division Director

Date: 03/27/2025

MARK DION (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (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 ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL
ACTION PLAN INCLUDING APPROPRIATIONS FOR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM, HOME PROGRAM, AND
EMERGENCY SOLUTIONS GRANT PROGRAM AND CERTIFICATIONS
PERTAINING THERETO**

WHEREAS, the City of Portland, Maine has determined that there are pressing community and neighborhood needs for further federal assistance for housing and community development activities; and

WHEREAS, activities for the Fiscal Year 2025-2026 Annual Action Plan have been recommended; and

WHEREAS, the City of Portland will receive an estimated annual allocation from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Funds in the amount of \$1,833,541 for the program year 2025-2026; and

WHEREAS, the City has received Community Development funds in CDBG Housing Development Fund Program income in the amount of \$74,924 and HUD program income funds from the sale of City-owned property on Cotton Street in the amount of \$20,000, and will use \$142,545.03 in prior year funding, all of which is subject to the same regulations as the CDBG Entitlement Funds; and

WHEREAS, the City will receive an estimated HUD HOME Program Grant allocation in the amount of \$839,923; HUD HOME Program Income and Recaptured Funds in the amount of \$131,660; HUD Lead Safe Housing Program Income in the amount of \$22,744; and HUD Emergency Solutions Grant funds (ESG) estimated allocation of \$161,998; and

WHEREAS, the City also has local funds available from the Downtown TIF District in the amount of \$120,000 and funds from the Jill C. Duson Housing Trust Fund \$863,559; and

WHEREAS, the City Council of the City of Portland, Maine, desires to utilize these funds to support housing and community development activities;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Portland, Maine, hereby adopts the FY 2025-2026 Annual Action Plan in substantially the form attached; and

BE IT FURTHER RESOLVED, that the estimated annual sums of \$1,833,541 of CDBG Entitlement Funds, for the program year 2025-2026; \$74,924 of Community Development funds; \$20,000 in Cotton Street proceeds; \$142,545.03 in prior year CDBG funds; the \$839,923 HUD HOME Program Grant allocation; \$131,660 in HUD HOME Program Income and Recaptured Funds; \$22,744 in HUD Lead Safe Housing Program Income; \$161,998 of HUD Emergency Solutions Grant funds; \$120,000 in Downtown TIF District funds; and \$863,559 from the Jill C. Duson Housing Trust Fund (collectively, the “Annual Action Plan Funds”) are hereby appropriated for the purposes approved in the attached Plan and budgets set forth in the Attached Exhibits; and

BE IT FURTHER RESOLVED, that the City of Portland, Maine, possesses legal authority to apply for the above referenced Community Development Block Grant Program Funds, HOME Program funds and Emergency Shelter Grant Program funds for the Program Year 2025-2026; and

BE IT FURTHER RESOLVED, that the City Manager or designee be authorized to:

- 1) Apply for, accept, and expend the Annual Action Plan Funds; and
- 2) Officially represent the City of Portland, Maine, in connection with the applications, including the execution of contracts on behalf of the City; and
- 3) Act as the certifying officer for HUD environmental documents related to these grants and to execute said documents and any other related documents necessary or convenient to carry out the intent of said grants; and
- 4) Make adjustments to all proposed activities’ budgets as noted below:
 - (a). If estimated allocations decrease, activities under the CDBG, HOME and ESG Programs be proportionately decreased from the estimated funding levels to match the actual allocation amounts;
 - (b). If estimated allocations increase, activities under the HOME and ESG Programs be proportionately increased to match the actual allocation amounts; and
 - (c). If the estimated CDBG allocation increases, any partially funded

projects will be proportionately increased until fully funded. Once all recommended projects are fully funded, any remaining balance will be allocated to fully funding unfunded projects from greatest score to least, unless another funding source can be identified for the next eligible project; and

BE IT FURTHER RESOLVED, that the City of Portland, Maine certifies that it will comply with all of the attached assurances and provide such additional information as may be required by the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, that the foregoing FY 2025-2026 Annual Action Plan funds are hereby appropriated pursuant to the Budget attached hereto.

MARK DION (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (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 ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL
ACTION PLAN INCLUDING APPROPRIATIONS FOR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM, HOME PROGRAM, AND
EMERGENCY SOLUTIONS GRANT PROGRAM AND CERTIFICATIONS
PERTAINING THERETO**

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WHEREAS, the City will receive an estimated HUD HOME Program Grant allocation in the amount of \$839,923; HUD HOME Program Income and Recaptured Funds in the amount of \$131,660; HUD Lead Safe Housing Program Income in the amount of \$22,744; and HUD Emergency Solutions Grant funds (ESG) estimated allocation of \$161,998; and

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WHEREAS, the City Council of the City of Portland, Maine, desires to utilize these funds to support housing and community development activities;

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projects will be proportionately increased until fully funded. Once all recommended projects are fully funded, any remaining balance will be allocated to fully funding unfunded projects from greatest score to least, unless another funding source can be identified for the next eligible project; and

BE IT FURTHER RESOLVED, that the City of Portland, Maine certifies that it will comply with all of the attached assurances and provide such additional information as may be required by the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, that the foregoing FY 2025-2026 Annual Action Plan funds are hereby appropriated pursuant to the Budget attached hereto.

Memorandum

To: Mayor Dion and the Portland City Council
Cc: Danielle West, Interim City Manager
From: Mary Davis, Division Director Housing and Community Development Division
Date: April 28, 2025
Re: HUD's Annual Action Plan 2025-2026

The Annual Action Plan includes budgets for the Community Development Block Grant, HOME Program, and the Emergency Solutions Grant, as well as local funding sources such as program income, TIF, and Jill C Duson Housing Trust Fund. The final allocations have not been provided by the U.S. Department of Housing and Urban Development. The amounts reflected below are estimates based on the previous year's allocations.

CDBG	
Attachments: CDBG Recommendation Letter from City Manager, CDBG Recommendation Letter from CDBG Allocation Committee, Spreadsheet summarizing recommendations of Allocation Committee and City Manager, Budget and Cap Calculation Background Memo	
\$1,833,541.00	Estimated HUD Allocation 25-26
\$74,924.00	Program Income (HDF)
\$142,545.03	Contingency Funds
\$30,000.00	TIF Funds for Administration*
\$90,000.00	TIF Funds for Construction*
\$20,000.00	Cotton Street Proceeds for Social Services*
\$2,191,010.03	Total Estimated CDBG and local funds to allocate for 2025-2026
CDBG Funds by Category for HUD Budget *Does not include TIF or Cotton St proceeds.	
\$377,706.00	Administration and Planning
\$613,317.03	Social Services
\$913,454.97	Development Activities
\$1,904,478.00	Total CDBG Funds by category
Housing Funding	
Attachments: Housing Budget Memo	
HOME	
\$839,923	Estimated HUD Allocation 25-26
\$78,938	HOME Program Income 2024
\$52,722	HOME Recaptured Funds 2024
\$971,583	Total Estimated HOME funds to allocate for 2025-2026
Local Housing Funding	
\$22,744	Lead-Safe Housing Program Income Funds
\$863,559	Local Jill C Duson Housing Trust Funds
\$886,303	Total Estimated Local Housing Funding for 2025-2026
ESG	
Attachments: ESG Budget	
\$161,998	Total Estimated ESG funds to allocate for 2024-2025
Total Funding	

Memorandum

To: Mayor Dion and City Council
Cc: Danielle West, City Manager
From: Mary Davis, Division Director Housing and Community Development Division
Date: April 28, 2025
Subject: **2025-2026 CDBG Budget and Cap Calculations**

In past years, the CDBG budget submitted as part of the HCD Annual Action Plan matched the local CDBG budget presented on the allocation summary sheet. Starting in 2018, the budget differs due to the replacement of program income with TIF funds and Cotton Street proceeds. Staff would like to take the opportunity to address how these changes impact the overall CDBG budget and cap calculations.

CDBG budget and cap calculations: Each year staff calculate the HUD mandated funding caps for the following CDBG funding categories: Planning and Admin, and Social Services. The budget for our local CDBG program is created once the HUD mandated funding caps have been determined. The CDBG budget combines the CDBG entitlement funds with program income, reprogramed funds, and available local funds. These local resources are not included in the cap calculations nor are they required to be included in the HUD CDBG budget.

In past years, the CDBG program received program income from a parcel of land known as the Cotton Street parking lot. Following the HUD cap calculations, 20% of the program income went to Planning and Admin, 33% went to Social Services, and the remainder went to Development Activities. In 2017, the City sold the Cotton Street parcel. In order to make up the loss of program income funds for each category, the City Council allocated \$120,000 of TIF revenue to be used for Planning and Administration (\$30,000) and for TIF-eligible public infrastructure projects (\$90,000). In addition, the City Council allocated \$20,000 from the Cotton Street proceeds to be used for social service activities.

The budget submitted to HUD in the HCD Annual Action Plan excludes local funding for the purposes of HUD mandated cap calculations, but they are included in the Annual Action Plan as other funding sources.

February 27, 2024

Danielle West
City Manager
Portland City Hall
389 Congress Street
Portland, Maine 04101

Dear Danielle:

We are pleased to submit the Community Development Block Grant (CDBG) Allocation Committee's recommended budget for the 2025-2026 program year.

This letter includes a description of this year's process, how the applications were reviewed and scored, along with our recommendations for funding.

The U.S. Department of Housing and Development (HUD) has not released the 2025-2026 allocations. This information should be available in the coming months and we are unsure whether the funding will remain level with the previous year's funding.

The need for CDBG funds, in general, exceeds the available resources.

The Administration Planning submission was joined by 10 Development Activities projects (one more as last year) and 20 Social Service projects (four more than last year). The Committee's allocation recommendation, the funding requested, and the resulting difference are represented in the following table.

CDBG Year	ESTIMATED HUD ALLOCATION	REQUEST	DEFICIT
Planning and Administration	\$381,693	\$377,706.00	\$0
Social Service Activities	\$613,317.03	\$1,818,215	\$1,204,897.97
Development Activities	\$913,454.97	\$1,605,500	\$692,045.03

TOTAL	\$1,908,465	\$3,801,421	\$1,892,956
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Application Review Process

The mandatory applicant meeting was held on October 17, 2024. CDBG Applications were made available on October 21, 2024, and submissions were due Monday, November 18, 2024, by 4:00pm.

The Committee will meet 10 times between December 16, 2024, and March 6, 2025, to discuss Administration and Planning, Development Activities, and Social Service applications. The Committee members read each application individually prior to the meeting and discussed each as a group. When questions about the applications arose, staff documented the questions and forwarded them to the applicant to respond, and the applicant's responses were then shared with the Committee and reviewed. Allocation Committee members then scored each application individually, using the scoring matrix structured in accordance with the priorities established by the City Council.

After all the scores were received from Allocation Committee members, staff organized the applications by score from the highest to the lowest within each application category. The City Council has directed the Committee to recommend full funding based on the request of each applicant; therefore, each applicant was awarded full funding in descending order, by total score, until the anticipated funding was exhausted.

Funding Caps and Set Asides

The funding caps for individual projects are set at \$150,000 for Social Service applicants and \$250,000 for Development activities. Administration and Planning funding is limited to 20% of the entire CDBG budget. City applicants are eligible for up to 85% of available funds for Development Activities, with a minimum 15% reserved for outside organizations. In addition to the 85% cap, a public infrastructure set aside of up to 60% of the City's maximum 85% request remains in effect.

This year's allocations again features a structure where 20% of available funds for Social Services is set aside for projects submitted by applicants that have not previously received CDBG funding. These projects must receive a minimum average score of 75 but then are ranked among the subset of new applicants for the 20% funding set aside. This year 3 applicants met these criteria.

RECOMMENDATIONS

Administration and Planning Funding

The Committee reviews information regarding Administration and Planning but does not score the application competitively. Administration funding is essential for operating the CDBG program and reporting to HUD. The Housing and Economic Development Department submitted a budget of \$377,706.00 with the understanding that Administration and Planning funding is limited to 20% of the entire CDBG budget. This year, the 20% cap is estimated to be \$381,693; increases to the estimated cap will also increase the budget proposal.

Development Activities Funding

The Committee received 10 eligible Development Activity applications requesting \$1,605,500 which includes both construction activities and economic development initiatives. For 2025-2026, \$913,454.97 is available for Development Activity funding. The following table lists in descending scoring point order the applicant organization, program, funding request, and committee recommendation. There is a deficit of \$692,045.03 needed to fund all Development Activities.

If there are contingency funds available the committee recommends allocating funds to the next highest score in Development Activities.

Organization	Program	Request	Points	Committee Recommendation
City of Portland Department of Parks, Recreation, and Facilities	Tyng Tate Playground and Age Inclusive Courts	\$248,000.00	90.43	\$248,000.00
City of Portland Department of Public Works	Cumberland Ave Sidewalk Improvement	\$200,000.00	82.43	\$200,000.00
City of Portland's Housing and Economic Development Department	Business Assistance for Job Creation Program	\$205,000.00	82.32	\$205,000.00

Organization	Program	Request	Points	Committee Recommendation
(HEDD) and Portland Development Corporation (PDC)				
Youth and Family Outreach	Resource Hub	\$250,000.00	81.57	\$242,592.94
City of Portland Department of Public Works	Tate Street Sidewalk Improvement	\$175,000.00	81.43	\$17,862.03
City of Portland's Housing and Economic Development Department (HEDD) and Portland Development Corporation (PDC)	Microenterprise Grant and Training Program	\$212,500.00	81.14	\$0.00
Alpha One	Critical Access Ramp Program	\$50,000.00	71.00	\$0.00
Upwards	Microenterprise Childcare Boost Program	\$80,000.00	69.71	\$0.00
Catherine Morrill Day Nursery	Playground Ramp Replacement	\$155,000.00	66.29	\$0.00
Port Resources	Group Home Repaving Projects	\$30,000.00	65.43	\$0.00

Social Service Funding

The Committee received 20 eligible Social Service applications. A total of \$1,818,215 in Social Service requests were received with an estimated \$613,317.03 in available funding. The

following table lists in descending scoring point order the applicant organization, program, funding request, and committee recommendation.

Organization	Program	Request	Points	Committee Recommendation
Quality Housing Coalition	Housing for Systems-Involved Youth and Families	\$150,000.00	93.00	\$150,000.00
Wayside Services Program	Direct Services Program	\$40,000.00	91.14	\$40,000.00
Hope Acts	Asylum Seeker Assistance	\$150,000.00	91.00	\$150,000.00
Portland Fire Department	Mobile Medical Outreach	\$50,000.00	90.00	\$50,000.00
Greater Portland Family Promise	Homeless Prevention and Housing Stabilization	\$131,419.00	88.71	\$100,653.62
Milestone Recovery	HOME Team	\$107,000.00	88.61	\$0.00
Preble Street	Joe Kreisler Teen Shelter	\$35,000.00	88.57	\$0.00

Organization	Program	Request	Points	Committee Recommendation
Preble Street	Emergency Food Programs	\$55,000.00	88.29	\$0.00
Through These Doors	Community Based Domestic Violence Services	\$59,968.00	88.29	\$0.00
Spurwink	Ashlea's Place	\$144,419.00	87.14	\$0.00
Catholic Charities Maine	Immigrant Legal Services	\$135,072.00	86.42	\$0.00
Commonspace	Brackett Street Housing	\$68,000.00	84.71	\$0.00
Maine Needs*	Maine Needs	\$119,641.50	84.67	\$119,641.50
MaineHealth*	MaineHealth Food Pantry	\$68,105.00	84.29	\$3,021.91
Youth and Family Outreach	Relocation for Expansion	\$60,000.00	83.71	\$0.00
Presente! Maine*	Emergency Services & Food Assistance	\$142,632.20	82.04	\$0.00

Organization	Program	Request	Points	Committee Recommendation
Portland Health and Human Services Department	Immediate Nutritional Support	\$56,566.00	81.29	\$0.00
Boys and Girls Clubs of Southern Maine	Boys and Girls Club Transportation Program	\$149,947.35	80.32	\$0.00
Our Place	Youth Mentorship Program and Family Advocacy Services	\$57,993.60	76.04	\$0.00
Maine Academy of Modern Music*	Extracurricular Youth Development through Music	\$45,000.00	71.14	\$0.00

*Indicates new applicants

Additional Considerations

There are three points related to the submitted projects that deserve additional consideration beyond the scoring rubric we have applied in the above allocations.

1. First, the set aside funds for 'New Applicants' is producing positive if somewhat mixed results after 4 funding cycles since being implemented. Having any new applicants is evidence of a healthy program and our expectation is that this set aside will continue to increase interest going forward. This year, three new applicants scored well enough to meet the 75-point minimum threshold needed to qualify for funding and a fourth new applicant did not score high enough to qualify for funding.

Specifically, the qualifying applicants meet the minimum threshold for the Set Aside, but their scores are markedly lower than several other Social Service applicants. As the 'New Applicant' set aside is seeking a balance between established applicants and new

applicants, it is expected that organizations new to CDBG may not score as high. The committee also notes that Quality Housing Coalition was a first-time applicant during the 2022-23 cycle and this year submitted the highest ranked proposal which we take as evidence that the new applicant process yielded positive results this year.

2. Secondly, the Committee is aware that the City Council can authorize an allocation of \$20,000 from the Cotton Street parking lot sales proceeds towards CDBG Social Service Activities. In its advisory capacity, the CDBG Allocation Committee recommends applying these funds toward Greater Portland Family Promise to bring that application—which is currently recommended for partial funding—closer to the full amount requested. The Committee also recommends reallocation of the approximately \$3,000 from Maine Health to Greater Portland Family Promise, since the minimum grant request is \$10,000.
3. Finally, while the CDBG Allocation Committee is not suggesting immediate changes to the scoring process, the Committee is looking ahead to the next iteration of the CDBG Priority Task Force and opportunities to revisit the process for scoring applications and allocating CDBG funds. There is a strong consensus within the Committee that the limits of the scoring system and funding availability mean that we are leaving competitive applications and critical services unfunded. There are two types of potential remedies to this that we'd like to suggest for consideration:
 - There have been motions in recent years to adjust funding caps or reduce existing set-asides (or both). The committee believes that these should be reconsidered in light of a post-COVID environment where community need continues to increase and shift.
 - The other potential remedy for discussion is an allocation that is either more widely distributed or gives some proportion of funding to the entire group of highest scoring applicants. In practice, this would mean partial funding above a threshold score.
 - The Committee also indicated that there may be a greater weight on Letters of Support and Demonstrated Outreach than necessary. The effort put into the rest of the application generally exceeds the effort demonstrated in the letters of support, despite the high scoring value placed on the letters. Members question whether to reduce the scoring category to align with the general quality of the letters of support, or to hold applicants to a higher standard for such letters and demonstrated outreach as to be deserving of the full 15 points.
 - The Committee would welcome further review of the Location and Sustainability scoring categories. Members feel there is an opportunity to clarify the intent and interpretation for scoring Development Activity applications.

We respect that you may have different priorities from those reflected in the Committee's allocation recommendations, and that you have the flexibility that is not afforded by the structure of the Committee's scoring system. We look forward to learning of your and the City Council's conclusions regarding CDBG allocations.

Summary

Portland is fortunate to have a diverse and talented community of organizations seeking the development of the City and the redress of the needs of its residents. All projects that applied to the program would benefit our City, but scarce funding prevents us from funding all of them. This is a competitive process; each applicant competes against all other applicants in their respective Development and Social Services categories.

We thank you for your commitment to this program and hope you are satisfied with the results. We take the opportunity to serve on this committee with the utmost seriousness and diligence and feel the outcomes above reflect our best adherence to the rules and guidance provided.

We offer our recommendations for your consideration. We look forward to seeing you during your upcoming meetings and hearing your response.

Sincerely,

The CDBG Annual Allocation Committee for Program Year 2025-2026:

Robby Perkins-High, Chair

Todd Morse, Vice Chair

Lawson Condrey

Natalie King

Teale Smith

Kim Vandermeulen

Wendy Harmon

Non-Voting Members include: Kristen Dunphey and Andrea Levinsky

Attachments: CDBG Allocation Committee Funding Recommendations 2025-2026 (spreadsheet)

Total Estimated HUD Allocation: \$1,833,541.00
Estimated Program Income \$74,924.00
Total HUD funding \$1,908,465.00

HUD Administrative Cap (20%) \$381,693.00
City Admin TIF \$30,000.00
Estimated Administrative \$411,693.00
HUD Social Service Cap (33%) \$613,317.03
Cotton St Funds \$20,000.00
Remaining COVID Response Waiver Funds \$68,000.00
Estimated Social Service \$701,317.03
HUD Development Activities \$913,454.97
Downtown TIF \$90,000.00
Contingency \$74,545.03
Estimated Development Activities \$1,078,000.00
Total Estimated Funding \$2,191,010.03

ATTENTION: The Community Development Block Grant (CDBG) Program is funded under the Department of Housing and Urban Development (HUD). The available funds contained in this spreadsheet are estimated using last year's funding. Therefore, all applicants should be advised that without HUD's allocation from Congress, the City Council's Allocation does not guarantee funds. Please note the final column showing the possibility of adjustments due to the final HUD allocation.

Administration and Planning

Case Id	App Type	Priority	Organization	Project Name	Funding Requested	Avg Committee Score	Point Deductions	Final Score	Committee Recommendation	City Manager Recommendation	*	Final City Council Allocation	Adjusted for Final HUD Allocation
N/A	Admin	N/A	Housing and Economic Development Department	CDBG Admin and Planning	\$377,706.00				\$377,706.00	\$411,693.00	*		
										*Indicates allocation of TIF Funding (\$30,000)			

Development Activities Applications

Case Id	App Type	Priority	Organization	Project Name	Funding Requested	Avg Committee Score	Point Deductions	Final Score	Committee Recommendation	City Manager Recommendation	*	Final City Council Allocation	Adjusted for Final HUD Allocation
30585	Cons.	NI	City of Portland Department of Parks, Recreation, and Facilities	Tyng Tate Playground and Age Inclusive Courts	\$248,000.00	90.43	0.00	90.43	\$248,000.00	\$248,000.00			
30589	Cons.	NI	City of Portland Department of Public Works	Cumberland Ave Sidewalk Improvement	\$200,000.00	82.43	0.00	82.43	\$200,000.00	\$200,000.00	*		
30555	ED	EO	City of Portland's Housing and Economic Development Department (HEDD) and Portland Development Corporation (PDC)	Business Assistance for Job Creation Program	\$205,000.00	82.57	0.25	82.32	\$205,000.00	\$205,000.00			
30564	Cons.	EO	Youth and Family Outreach	Resource Hub	\$250,000.00	81.57	0.00	81.57	\$242,592.94	\$250,000.00			
30544	Cons.	NI	City of Portland Department of Public Works	Tate Street Sidewalk Improvement	\$175,000.00	81.43	0.00	81.43	\$17,862.03	\$175,000.00			
30540	ED	EO	City of Portland's Housing and Economic Development Department (HEDD) and Portland Development Corporation (PDC)	Microenterprise Grant and Training Program	\$212,500.00	81.14	0.00	81.14	\$0.00	\$0.00			
30546	Cons.	NI	Alpha One	Critical Access Ramp Program	\$50,000.00	71.00	0.00	71.00	\$0.00	\$0.00			
30571	ED	EO	Upwards	Microenterprise Childcare Boost Program	\$80,000.00	70.71	1.00	69.71	\$0.00	\$0.00			
30548	Cons.	EO	Catherine Morrill Day Nursery	Playground Ramp Replacement	\$155,000.00	66.29	0.00	66.29	\$0.00	\$0.00			
30563	Cons.	NI	Port Resources	Group Home Repaving Projects	\$30,000.00	65.43	0.00	65.43	\$0.00	\$0.00			
				Total Cost of Project Requests	\$1,605,500.00			Total:	\$913,454.97	\$1,078,000.00			
				Total Estimated HUD Funds Available	\$913,454.97								
				Contingency Funds	\$74,545.03								
				Total Estimated Funds Available	\$1,078,000.00								
				Estimated City Project Cap (85%)	\$776,436.72								
				Estimated Public Infrastructure Set Aside (60% of City Cap)	\$465,862.03						*Indicates TIF Funding (\$90,000)		

Social Service Applications

Case Id	App Type	Priority /Goal	Organization	Program Name	Funding Requested	Avg Committee Score	Point Deductions	Final Score	Committee Recommendation	City Manager Recommendation	*	Final City Council Allocation	Adjusted for Final HUD Allocation
30538	SS	ANGHP	Quality Housing Coalition	Housing for Systems-Involved Youth and Families	\$150,000.00	93.000	0.000	93.00	\$150,000.00	\$150,000.00			
30566	SS	ANGHP	Wayside Services Program	Direct Services Program	\$40,000.00	91.143	0.000	91.14	\$40,000.00	\$40,000.00			
30554	SS	ANGHP	Hope Acts	Asylum Seeker Assistance	\$150,000.00	91.000	0.000	91.00	\$150,000.00	\$150,000.00			
30545	SS	ANGHP	Portland Fire Department	Mobile Medical Outreach	\$50,000.00	90.000	0.000	90.00	\$50,000.00	\$50,000.00			
30556	SS	ANGHP	Greater Portland Family Promise	Homeless Prevention and Housing Stabilization	\$131,419.00	88.714	0.000	88.71	\$100,653.62	\$100,653.62			
30552	SS	ANGHP	Milestone Recovery	HOME Team	\$107,000.00	88.857	0.250	88.61	\$0.00	\$51,000.00			
30550	SS	ANGHP	Preble Street	Joe Kreiser Teen Shelter	\$35,000.00	88.571	0.000	88.57	\$0.00	\$17,000.00			
30570	SS	ANGHP	Preble Street	Emergency Food Programs	\$55,000.00	88.286	0.000	88.29	\$0.00	\$0.00			
30576	SS	ANGHP	Through These Doors	Community Based Domestic Violence Services	\$59,968.00	88.286	0.000	88.29	\$0.00	\$0.00			
30543	SS	ANGHP	Spurwink	Ashlea's Place	\$144,419.00	87.143	0.000	87.14	\$0.00	\$0.00			
30541	SS	EO	Catholic Charities Maine	Immigrant Legal Services	\$135,072.00	86.667	0.250	86.42	\$0.00	\$0.00			
30575	SS	ANGHP	Commonspace	Brackett Street Housing	\$68,000.00	84.714	0.000	84.71	\$0.00	\$0.00			
30553	SS	ANGHP	Maine Needs	Maine Needs	\$119,641.50	84.667	0.000	84.67	\$119,641.50	\$119,641.50			
30558	SS	ANGHP	MaineHealth	MaineHealth Food Pantry	\$68,105.00	84.286	0.000	84.29	\$3,021.91	\$23,021.91	*		
30551	SS	EO	Youth and Family Outreach	Relocation for Expansion	\$60,000.00	83.714	0.000	83.71	\$0.00	\$0.00			
30584	SS	ANGHP	Presente! Maine	Emergency Services & Food Assistance	\$142,632.20	82.286	0.250	82.04	\$0.00	\$0.00			
30577	SS	ANGHP	Portland Health and Human Services Department	Immediate Nutritional Support	\$56,566.00	81.286	0.000	81.29	\$0.00	\$0.00			
30574	SS	EO	Boys and Girls Clubs of Southern Maine	Boys and Girls Club Transportation Program	\$149,947.35	80.571	0.250	80.32	\$0.00	\$0.00			
30583	SS	NI	Our Place	Youth Mentorship Program and Family Advocacy Services	\$57,993.60	76.286	0.250	76.04	\$0.00	\$0.00			
30565	SS	NI	Maine Academy of Modern Music	Extracurricular Youth Development through Music	\$45,000.00	71.143	0.000	71.14	\$0.00	\$0.00			
				Total Cost of Project Requests	\$1,825,763.65			Total:	\$613,317.03	\$701,317.03		\$0.00	\$0.00
				Total Estimated HUD funds Available	\$613,317.03								
				Remaining COVID Response Waiver Funds	\$68,000.00								
				Total Estimated Funds Available	\$701,317.03								
			New Applicants Highlighted in Green	<i>Estimated New Project Set Aside (New applicants must score above 75 points to be eligible for funds)</i>	\$122,663.41					*Indicates allocation of Cotton St Funding (\$20,000)			

Executive Department

Danielle P. West

City Manager

March 27, 2025



Mayor Dion and Members of the Portland City Council:

I am pleased to submit to you my recommendations for the Community Development Block Grant (CDBG) Program for the fiscal year beginning July 1, 2025 to June 30, 2026. I would like to note that the U.S. Department of Housing and Urban Development (HUD) has not released the final allocations for the 2025-2026 Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant Programs (ESG); and therefore, the final award amounts may be proportionally amended at that time.

To begin, I would like to thank the CDBG Allocation Committee for their dedication and work over the last few months. They began their work at the end of December 2024 and have met almost weekly since then to discuss each application. I reviewed their recommendations and acknowledged the difficult task they had. After reviewing the CDBG applications, I met with Housing and Community Development staff and carefully considered the Allocation Committee's recommendations before forming my attached recommendations.

1) **Social Services.** As in past years, the City received a wide variety of competitive social service applications, requesting \$1,825,763.65. With an estimated \$613,317.03 in available funding, there is a gap of \$1,212,446.62, nearly twice the deficit as last year. There is an additional \$68,000 in contingency funds that may be used to fund an applicant who is serving clients still experiencing the effects of the pandemic (e.g. homelessness, substance abuse, or housing shortages), which I am recommending be put towards Milestone HOME Team and Preble St. Joe Kreisler Teen Shelter. An additional \$20,000 is available from the Cotton Street fund, which I am recommending be put towards the Maine Health Food Pantry. My recommendations follow that of the Allocation Committee in all other regards.

2) **Development Activities.** Funds in this category are used to improve and invest in the physical infrastructure and the economic development of our city. This year, we received ten applications in this category requesting \$1,605,500 in funding. A total of \$913,454.97 is available in this category, a gap of \$692,045.03. I also recommend funding the one project which fits the eligibility criteria for the annual \$90,000 in Downtown TIF funding, which is the Cumberland Ave Sidewalk Project. I recommend that extra \$90,000 previously funding Cumberland Ave be moved to the Tate Street Sidewalk Project. There are also available contingency funds, which I am recommending be used to fully fund the Tate Street Sidewalk Project and Youth and Family Outreach's Resource Hub. With these recommendations five projects are fully funded. Otherwise, my recommendations match those from the Allocation Committee.

3) **Administration and Planning.** The Housing and Economic Development Department is required to submit a non-competitive application to the Allocation Committee. The Housing and Economic Development Department submitted an initial request of \$377,706.00, but have

requested a revision to \$411,693.00 to match the updated estimated available funds. These funds are used to administer the program. I recommend full funding of this application to administer the program.

The above funding recommendations comply with the regulatory requirements set forth by HUD, while also helping to address the critical needs and gaps in services in our community. I thank you for the opportunity to share my recommendations, and I hope you join me in commending all of the good work being done in our city.

Sincerely,
Danielle P. West
City Manager



To: Mayor Dion and City Council

MEETING DATE: April 28, 2025

AGENDA ITEM

Review and approval by the City Council of the 2025-2026 Housing Program Budget.

PURPOSE

The City Council has final approval of the Housing Program Budget.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

Council Goal 2: Housing Affordability

“Implement solutions to the housing crisis, including building more working-class housing...”

BACKGROUND/ANALYSIS

HOME Program: The Home Investments Partnerships Program (HOME) was established by Congress in 1992. Since 1992, the City of Portland and the Cumberland County HOME Consortium have received almost \$27 million dollars in HOME funding. In 2009 the City became the lead entity in the Cumberland County HOME Consortium (CCHC). The Consortium is a partnership of the communities in Cumberland County that administers HOME Program funds in Cumberland County. The creation of the consortium expanded the financial resources for affordable housing activities in the region. The City retains independent operation of its HOME program. Because the City serves as the “Lead Entity” and City staff administers the County portion of the funding, all administrative funds are retained by the City. The County’s Municipal Oversight Committee controls the allocation of the County’s portion of the HOME funds.

When the Consortium was formed in 2009, it included a “hold harmless” clause to ensure that the City, as an existing HOME grantee, would continue to receive funding equal to its allocation prior to the formation of the consortium. The “hold harmless” formula was based on a comparison ratio to the HOME funding for the Lewiston/Auburn (L/A) Consortium. The formula identified Portland’s “hold harmless” amount at 118% of the HOME allocation for the L/A Consortium. The Cumberland County HOME Agreement did allow for adjustments to be made if the current level of funding to the L/A HOME Consortium varied from historic levels. Over the years the L/A allocation has decreased which has resulted in the Portland “hold harmless” amount to decrease. As a result, by agreement with the other members of the CCHC, the annual allocation is divided with 57% of the allocation, after the administrative set-aside, to the City and 43% of the allocation to the County.

As a point of reference, if the City were a stand-alone grantee, the estimated HOME allocation for Portland (using a HUD HOME Allocation estimated calculation) would be approximately \$528,440. Of that amount 10% would be set aside for administrative costs (\$52,844) leaving \$475,596 for program funding. Under the current consortium agreement, the city receives the administrative set-aside (\$83,992) along with approximately \$430,881 in program funds. These amounts are based on the HUD allocation only and do not include any program income. Participation in the HOME consortium benefits Portland as well as the county as a whole.

HUD has not announced the allocation amount for FY 2025-2026. Since we do not have the final allocation amounts, we are estimating the HUD HOME allocation at the same level as the 2024-2025 year (\$839,923). \$325,050 is reserved for County projects. The budget proposal was developed after a historical review of HOME funding allocations, previous year's budget allocations, program expenditures and program income (loan repayments) received. Currently, the City's HOME Program is divided into three funding categories:

1. Administration
2. Tenant Based Rental Assistance (TBRA)
3. Affordable Housing Development [including the required Community Housing Development Organization (CHDO) set-aside mandated by HUD]

HOME Program Budget	FY 2024-2025 Budgeted (entitlement + program income)	FY 2025-2026 Budget proposal (entitlement + program income)
Administration	\$87,288	\$91,886
Tenant Based Rental Assistance	\$136,392	\$136,392
Affordable Housing Development includes CHDO requirement	\$294,489	\$294,489

LEAD SAFE HOUSING (Program Income): Lead Safe Housing Program Income is generated through repayment of loans given under prior Lead Safe Housing Grants. These funds can only be used for lead safe housing eligible activities. The City recently received a Lead Hazard Reduction Grant of \$2,619,960 (over 48 months 2/1/2025-2/1/2029) in funding for lead paint remediation and \$748,000 in funding to assist with code and life safety improvements

Lead Safe Housing Program Income	FY 2024-2025 Budgeted	FY 2025-2026 Budget Proposal
	\$18,825	\$22,744

JILL C. DUSON HOUSING TRUST FUND: Revenue for the Jill C. Duson Housing Trust Fund is primarily generated from fees triggered by the City's Housing Preservation and Replacement Ordinance, fee-in-lieu contributions from the Inclusionary Zoning Ordinance and Hotel Inclusionary Zoning fee. Including the current balance of the Housing Trust Fund in the Housing Program Budget gives budget authority for the use of the funds. The amount budgeted is the maximum that might be expended in FY26. It has been the City policy to maintain a minimum balance in the Housing Trust Fund, which means the *effective budget would be \$363,558* (\$863,558.69 less \$500,000.) If additional funds are allocated to the Trust based on current discussions, this number might be adjusted based on the outcome.

Jill C. Duson Housing Trust Fund (HTF) Budget	FY 2024-2025 Budgeted	FY 2025-2026 Budget Proposal
	\$2,065,297	\$863,559

FISCAL IMPACT

The annual housing program budget does not include general fund revenue. The sources included in the annual housing program budget include estimated Federal HOME Investment Partnership Program funding, including program income, current funding available in the Jill C. Duson Housing Trust Fund and Lead Safe Housing program income.

CONCLUSIONS

The proposed Housing Program Budget will be adjusted when HUD announces the fiscal year allocation for the HOME Program. The budget is brought forward at this time to facilitate the release of the City's Affordable Housing Development and TIF Application and incorporation in the HUD Annual Action Plan. The budget was reviewed by the Housing and Economic Development Committee on February 25, 2025. The Committee voted 3-0 (Phillips absent) to forward the proposed budget to the City Council with a recommendation for approval. The City Council will consider the item during two Public Hearings (scheduled for April 28, 2025 and May 5, 2025), as part of the overall HCD budget and the HUD Annual Action Plan. The final budget allocations and Annual Action Plan are submitted to HUD 45 days in advance of the start of the fiscal year (May 15 for the fiscal year beginning July 1, 2025).

Staff is requesting City Council approval of the FY 25/26 Housing Program Budget as outlined above and summarized in the attached spreadsheet. If the HUD allocation amount is different from the estimate used in this budget, program budgets will be adjusted accordingly.

PREPARED BY

Mary Davis
Division Director
Housing and Community Development Division

Draft 2025-2026 Budget for ESG

Emergency Solutions Grant 2022-2026

rev. 03.03.2025

ALLOWABLE PROGRAM
COMPONENT*

- 2. Emergency Shelter
- 3. Homeless Prevention
- 3. Homeless Prevention
- 4. Rapid Re-Housing
- 5.Admin/HMIS

Program	ESG Budgeted Funding Amount by Fiscal Year				
	FY 22-23 (Y1)	FY 23-24 (Y2)	FY 24-25 (Y3)	FY25-26 (Y4)	FY26-27 (Y5)
Operations: Homeless Health	\$0	\$0	\$0	\$0	
Emergency Shelter: Family Shelter	\$82,216	\$81,427	\$81,184	\$81,184	
Homeless Prevention: Family Shelter	\$0	\$0	\$0	\$0	
Homeless Prevention: Homeless Service Center	\$16,102	\$15,948	\$15,948	\$15,948	
Rapid Rehousing: Homeless Service Center	\$54,803	\$54,277	\$54,277	\$54,277	
Administration and HMIS	\$10,692	\$10,589	\$10,589	\$10,589	
<i>Total (Actual)</i>	\$163,813	\$162,241	\$161,998	\$161,998	
<i>Admin/HMIS cap</i>	\$12,286	\$12,168	\$12,150	\$12,150	

Explanation (City FY26/FFY25)

- *1. Street Outreach not utilized

Operations: Homeless Health	This program is no longer administered by the City of Portland
Emergency shelter: Family Shelter	Funds pay for staff who provides housing assistance by seeking affordable units, applying for eligible subsidies and accessing transitional housing opportunities and follow-up case management services by assisting with life skills training, budgets, tenant/ landlord negotiations, and connecting to area resources. There is a need in Portland to expand the essential services with the high number of families arriving. The budget is adjusted to cover 1.25 FTE, this will allow the case manager to work with 5-10 families (17-34 individuals).
Homeless Prevention: Homeless Service Center	Homeless Service Center: Funds pay for staff who assist in preventing individuals from becoming homeless and providing necessary case management and referrals.
Rapid Rehousing: Homeless Service Center	Funds pay for staff who assist persons who have become homeless by quickly moving them into permanent housing and providing the necessary case management and referrals to address individual needs.
Administration and HMIS	Funding goes to pay administration and HMIS expenses
Budget Notes	2.27.2025 HUD has not yet released ESG allocations for federal fiscal year 2025 (City fiscal year 2026). Once the final allocation is announced, any necessary adjustments will be proportionately to increase or decrease the budget to match the final allocation amount.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing and Urban Development (HUD) requires jurisdictions to combine the planning and applications for the Community Development Block Grant (CDBG), the HOME Investment Partnership Program, and the Emergency Solutions Grant (ESG) into a single submission known as the Consolidated Plan. This Consolidated Plan provides a basis and strategy for the use of federal funds granted to the City of Portland's CDBG and ESG programs as well as the Cumberland County HOME Consortium's programs. The City of Portland's Department of Housing and Economic Development, Housing and Community Development (HCD) Division, is the lead entity for managing and distributing the HOME Consortium funding. The Consolidated Plan covers the period beginning July 1, 2022 through June 30, 2027, which includes five program years.

In addition to the Consolidated Plan, HUD requires jurisdictions to submit an Annual Action Plan which will describe how the funds for a program year will be distributed to address the needs, goals, and priorities identified in the Consolidated Plan. The programs and activities described in the Annual Action Plans are primarily intended to benefit low- and moderate-income residents of the City of Portland and, through the HOME Consortium, Cumberland County. This Annual Action Plan describes the use of fund allocations for 2025-2026, Year 4 of the five-year plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The objectives and outcomes identified in this Consolidated Plan are based on a combination of HUD-provided data, independent research, community outreach, consultation with various agencies and service providers, and the established goals and priorities of the City of Portland and the Cumberland County HOME Consortium. Based on the information collected, the following goals will be used to allocate funding for 2022-2026, including Year 4 of the Plan, 2025-2026. All programs and activities funded through the CDBG, HOME, and ESG programs will help to fulfill one of these four goals:

1. Neighborhood Investment & Infrastructure- Create strong, safe, accessible, and vibrant neighborhoods.

2. Housing Availability- Increase housing availability and affordability.
3. Economic Opportunity – Create economic opportunities to transition people out of poverty.
4. Address the Needs of the Growing Homeless Population- Prevent and reduce homelessness.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Limited financial resources are the City's biggest constraint to meeting the needs and goals of our community. Year after year, the request for funding far exceeds the amount of funds available through the City's CDBG, HOME, and ESG programs. However, the use of the HUD funds allows for an increase in leveraged funds through many of the programs' subrecipients. In order to maximize the effectiveness of the HUD funds distributed within our community, each subrecipient's application goes through an extensive evaluation process.

The needs, goals, and priorities identified in this Annual Action Plan represent a continuing evaluation and evolution of the City's CDBG, HOME, and ESG programs. As community needs emerge, HCD staff works with City officials to make sure that program goals align with the direction, goals, and needs of the City. Through the continued evaluation process, HCD staff is able to make sure that evolving needs are addressed in every funding cycle.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City holds multiple public meetings each year, including a service providers meeting, to make sure the needs of the community are heard. Per HUD requirement, two public hearings are held each year to allow the public to give input directly to the City Council on how HUD-program funding should be allocated. In addition to the public hearings and meetings, HCD staff welcomes meetings with concerned citizens, neighborhood organizations, and other community groups. HCD staff also serve on several committees and are active members of organizations related to improving the quality of life for low- and moderate-income Portland residents.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

See appendix for summary of all public comments received.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted.

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		PORTLAND	
CDBG Administrator	PORTLAND	Housing and Economic Dev Dept, HCD Division	
HOPWA Administrator	PORTLAND	Frannie Peabody Center, ME	
HOME Administrator	PORTLAND	Housing and Economic Dev Dept, HCD Division	
ESG Administrator	PORTLAND	Health and Human Services Department, SS Division	
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Mary Davis, Housing and Community Development Division Director

389 Congress St Portland ME 04101

mpd@portlandmaine.gov

(207) 874-8711

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Portland Housing and Community Development Division works with multiple City divisions and departments, regional coalitions, state programs, and county partners to achieve its goals. The HUD Citizen Participation Plan (CPP) ensures that the City undertakes an effective public process that encourages input and participation from residents, non-profit organizations, and other stakeholders; guarantees access to meetings, information, and public hearings on CDBG-, HOME-, and ESG-funded activities, goals, and priorities; and provides procedures for reducing barriers to those who may need accommodations to participate. Technical assistance is provided upon request to organizations that would like to develop proposals for funding under the City's Housing and Community Development programs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Portland utilizes 33% of CDBG funds for social service supports, including housing programs, homeless services, crisis management services, childcare, family support services, substance use disorder services, youth and adolescent support services, senior services, and neighborhood-based programs and projects. City staff meets with agencies throughout the year to provide technical assistance and ensure they are serving the needs of target populations while meeting HUD guidelines and regulations.

There are four public housing authorities within Cumberland County: Portland Housing Authority, Brunswick Housing Authority, South Portland Housing Authority, and Westbrook Housing Authority. The City of Portland collaborates extensively with these housing authorities in several areas including development of affordable housing, recreational activities for at-risk youth, self-sufficiency programs, and vouchers for families, unhoused individuals, and disabled persons. City of Portland staff participates in the Maine Affordable Housing Coalition which is a collaborative group of developers, Community Action agencies, public housing authorities, investors, housing and service providers, advocates, and others working to increase the supply of quality, affordable housing throughout Maine.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Maine Continuum of Care is a group of service providers who work together in a collaborative planning process to develop programs that address homelessness. Continuums can apply to the U.S. Department of Housing and Urban Development (HUD) for McKinney-Vento funding to support these

programs. Local agencies wishing to access these funds must do so through their Continuum's annual CoC NOFA application process. Cumberland County Community Development Division staff members regularly attend Maine Continuum of Care meetings and provide input on plans for regional service provision. City of Portland Staff from the Health and Human Services Department and Housing and Community Development Division coordinate with members of the Emergency Shelter Assessment and Response Team (ESART) and the United Way of Greater Portland to support the Continuum of Care and monitor shelter bed usage for single adults, adolescents, and families. ESART members include shelter providers for singles, adolescents, individuals with mental illness, women, families with children, victims of domestic violence, supportive housing providers, mental health services providers, and general services. ESART also produces monthly and quarterly statistics on shelter usage and provides a forum to discuss new programs, resource availability, and emerging trends.

In the past, ESG funds were allocated through consultation with the Emergency Shelter Assessment Committee (ESAC), and performance standards and project outcomes were evaluated by City staff in collaboration with ESAC. This committee has recently evolved into the Emergency Shelter Assessment and Response Team (ESART), who will continue evaluating use and outcomes of ESG funds.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Maine HMIS is a collaborative effort between MaineHousing, the dedicated lead agency, and the Maine Continuum of Care, of which the City of Portland and Cumberland County are members. The Maine Continuum of Care (MCOC) covers the entire State of Maine and supports projects throughout the region. The MCOC's mission is to plan and coordinate an inclusive system that helps Maine people avoid or exit quickly from homelessness, and to address the underlying causes of homelessness. Organizations that receive CoC or ESG (Emergency Solutions Grant) funding are expected to be members in good standing of their local Continuum of Care in order to continue to be eligible for funding.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF PORTLAND
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-homeless Services-Health Service-Fair Housing Health Agency Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Other government - Local Planning organization Civic Leaders Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Sustainability and Climate Change

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Portland includes several departments integral to the formation and execution of this plan. The Planning and Urban Development Department is responsible for zoning and other ordinances which affect development of housing. The Health and Human Services Department is responsible for homeless needs for families with children, single adults, and chronically homeless individuals. The Public Works and Recreation Departments engage in infrastructure projects which improve the health and well-being of Portland residents. The Executive Department, including the City Manager, provides policy guidance and an interdepartmental vision and budget for the City. The Housing and Economic Development Department is responsible for housing and community development needs, lead-based paint remediation, and strategies to reduce both poverty and barriers to affordable housing. The Office of Sustainability works to manage and mitigate the results of climate change on the City's water resources, vulnerable low-income residents, and environmental assets. The City of Portland is age-friendly and has an AARP steering committee with members from various organizations that provide services to elderly individuals and families including Alpha One, Opportunity Alliance, ITN, and more.
2	Agency/Group/Organization	CUMBERLAND COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Portland and Cumberland County are partners in the HOME consortium. The two entities work collaboratively to distribute resources and address affordable housing needs for residents of Portland and Cumberland County.

3	Agency/Group/Organization	Portland Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Portland Housing Authority was consulted to provide information regarding housing and public housing needs.
4	Agency/Group/Organization	South Portland Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	South Portland Housing Authority was consulted to provide information regarding housing and public housing needs.
5	Agency/Group/Organization	Brunswick Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brunswick Housing Authority was consulted to provide information regarding housing and public housing needs.

6	Agency/Group/Organization	Westbrook Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Westbrook Housing Authority was consulted to provide information regarding housing and public housing needs.
7	Agency/Group/Organization	Quality Housing Coalition
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Education Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Quality Housing Coalition provides supportive housing for households at or below the poverty level.

8	Agency/Group/Organization	Wayside Food Programs
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Wayside's Direct Service Program increases the consumption of nutritious foods by sharing grocery items and prepared meals at sites across Greater Portland.
9	Agency/Group/Organization	Hope Acts
	Agency/Group/Organization Type	Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hope Acts provides housing and supportive services to asylum seekers.
10	Agency/Group/Organization	Greater Portland Family Promise
	Agency/Group/Organization Type	Services - Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Portland Family Promise works to prevent homelessness through a community-based response.
11	Agency/Group/Organization	Milestone Foundation
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Milestone provides health and basic needs outreach to the most vulnerable populations including people with substance use disorder, people experiencing mental illness, and people with developmental, physical, and intellectual disabilities. Milestone coordinates with HCD staff, the Portland Police Department, and other social service and health providers in the city.
12	Agency/Group/Organization	Preble Street: Joe Kreisler Shelter
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Preble Street is an integral partner in addressing shelter and basic needs of the City's most vulnerable populations. They are consulted on a regular basis due to their teen shelter, women's shelter, and food program.

13	Agency/Group/Organization	Maine Needs
	Agency/Group/Organization Type	Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Maine Needs works with the most vulnerable populations across Portland to provide basic essentials.
14	Agency/Group/Organization	MaineHealth
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The MaineHealth Food Pantry Portland's (MHFPP) beneficiaries include the traditionally unhoused, immigrants(asylum seekers who are homeless or housing insecure, refugees, undocumented, and long-term community members), older adults, disabled adults and other low-income individuals and families.
15	Agency/Group/Organization	YOUTH AND FAMILY OUTREACH
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Youth and Family Outreach creates opportunities that support learning and enhance the quality of life for children, youth, and families in Greater Portland.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies pertaining to public services and infrastructure available in the City of Portland and housing services available in Cumberland County and the City of Portland were consulted. See appendix for a complete list.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maine Continuum of Care	The Maine Continuum of Care, which merged with the Portland COC in 2017, has a goal of ending homelessness.
Portland's Plan 2030	City of Portland	This is the comprehensive plan of the City of Portland which outlines goals and policies of the City for housing, sustainability, and the economy.
Analysis of Impediments to Fair Housing	City of Portland Housing and Community Development Division and Cumberland County Comm Dev	City of Portland Housing and Community Development Division and Cumberland County Community Development Division. This plan identifies barriers to Fair Housing within the jurisdiction through robust public outreach and will guide the strategy for mitigating those barriers. This plan was accepted by the City Council on June 5, 2023 as order 238-22/23.

Table 3 – Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Portland CDBG Priority Task Force is a group of residents appointed by the City Council through an application process to review goals, needs, and priorities of the CDBG program for the five-year Consolidated Plan. Although the City had planned numerous in-person outreach events to gather data, these events were unable to proceed due to the Covid-19 pandemic through 2020. The Task Force met 12 times between March and September 2020 in public meetings held mostly virtually due to Covid-19. The task force used data from 477 respondents of targeted surveys for the general public, business owners, social service providers, and past applicants and subrecipients of CDBG funding to update priorities and goals which are used for each subsequent Annual Action Plan within the five-year plan.

Each fall, the City of Portland hosts a meeting in each of Portland's five council districts. HCD staff attends these meetings and presents about how funding has been used in each district. Staff also takes questions and provides information on how interested parties can stay informed about HCD activities, including CDBG-funded community development activities.

HCD staff makes every effort to encourage public comment and participation. For CDBG, a mandatory meeting about the application process and requirements was held for all potential CDBG applicants. The CDBG Allocation Committee met eight times. Each meeting was advertised on the City calendar and website. The committee reviewed and discussed CDBG applications at these meetings. HOME funds were reviewed and discussed by the Housing and Economic Development Committee. Priorities and funding allocations were reviewed and approved at these meetings, which are open to the public and noticed on the City's website. Public comment, if any, was taken at the HEDC meeting. The Emergency Solutions Grant was presented and discussed at Emergency Shelter Assessment and Response Team (ESART) meetings, which are open to the public and noticed on the City's website. The funding allocations and action plan were advertised in the paper. The Action Plan budgets for CDBG, HOME and ESG were presented to the City Council at the April 28 and May 5 Council Meetings.

Public hearings for the Annual Action Plan were held on April 28, 2025 and May 5, 2025. These hearings were noticed in the Portland Press Herald on April 4, 2025. This information was also posted to the City's website and social media accounts. The draft Annual Action Plan was published for review on 4/6/25 on the City of Portland's website. A notice of public comment was published in the Portland Press Herald on 4/4/25, outlining the 30-day public comment period from April 6, 2025 to May 5, 2025. The notice included information on access for individuals who require accommodation, including interpretation as necessary. The public comment period and public hearing dates were also posted on the City's social media accounts. Portland City Council meetings are held in person and are live-streamed. The public can comment in-person at the meeting or provide written comment in advance of the meeting.

Technical assistance is provided to groups seeking funding assistance prior to application, after award, and as requested. This includes, but is not limited to, assistance with determining eligibility of activity, completing application questions, and submitting quarterly reports.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
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1	Public Meeting	Minorities Non-English Speaking - Specify other language: French, Arabic, Spanish, Somali, Portuguese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Each year, the City of Portland holds five district meetings across the City to engage City residents. The Housing and Community Development Department presents information about department programs, including CDBG and HOME, at each meeting. Individuals can	HCD Staff was available at the meeting to answer any questions or comments and provided contact information so residents could reach out to City staff with any questions.	All comments and questions were accepted.	https://www.portlandmaine.gov/730/Annual-District-Meetings
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			sign up for a mailing list to be updated when relevant events are happening.			

2	Public Meeting	Minorities Non-English Speaking - Specify other language: French, Arabic, Spanish, Somali, Portuguese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	All CDBG Allocation Committee Meetings are public and posted on the City website and City calendar. Meetings are held virtually.	No comments were received.	No comments were received.	https://www.portlandmaine.gov/693/CD-BG-Annual-Allocation-Committee
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3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: French, Arabic, Spanish, Somali, Portuguese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The ad informed the public about two public hearings held on April 28, 2025 and May 5, 2025 along with the 30-day public comment period held from April 6, 2025 to May 5, 2025.	Comments were taken at both hearings and during the comment period. A summary of all comments from the public hearings and comment period can be found in the appendix to this document.	All comments were accepted	https://newspaper.pressherald.com/html5/reader/production/default.aspx?pubname=&edid=638f5fa4-4564-4584-906c-2ad4bf8bde1a
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4	Public Hearing	Minorities Non-English Speaking - Specify other language: French, Arabic, Spanish, Somali, Portuguese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Two public hearings were held on April 28, 2025 and May 5, 2025 during City Council meetings.	Comments were taken at both hearings and during the comment period. A summary of all comments from the public hearings and comment period can be found in the appendix to this document.	All comments were accepted.	https://www.portlandmaine.gov/602/Agendas-Minutes
5	Internet	Minorities	A news item on	Comments	All comments	https://www.portlandmaine.gov/1482/News?contentId=32b10a35-6e6f-460e-

	Outreach	Non-English Speaking - Specify other language: French, Arabic, Spanish, Somali, Portuguese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	the City's website informed the public about two public hearings held on April 28, 2025 and May 5, 2025 along with the 30-day public comment period held from April 6, 2025 to May 5, 2025.	were taken at both hearings and during the comment period. A summary of all comments from the public hearings and comment period can be found in the appendix to this document.	ts were accepted	9275-d8c53d2d88ad&seeMoreWidgetId=36db18fc-5cd8-4cdb-a414-f52bf1190359&mode=dialog
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Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

For the Year 4 Annual Action Plan, the anticipated resources include federal CDBG, HOME, and ESG. The amount of each of these resources is dependent on federal allocation, which can be unpredictable; any estimates below assume level funding for the next three years. The federal allocation may not be approved until this plan is approved, in which case the following actions may be taken:

(a). If estimated allocations decrease, activities under the CDBG, HOME and ESG Programs will be proportionately decreased from the estimated funding levels to match the actual allocation amounts.

(b). If estimated allocations increase, activities under the HOME and ESG Programs will be proportionately increased to match the actual allocation amounts.

(c). If the estimated CDBG allocation increases, any partially funded projects will be proportionately increased until fully funded. Once all recommended projects are fully funded, any remaining balance will be allocated to fully funding unfunded projects from greatest score to least, unless another funding source can be identified for the next eligible project.

IDIS will show the HOME allocation reflected below with only the round dollar amount; however, the full amount as \$839,923.23.

Lead Safe Housing funding is program income from past grants. Payments are typically made when owners who received past grants sell or refinance their homes. The local Jill C. Duson Housing Trust Fund is funded in part by the City's Inclusionary Zoning ordinance. In 2017, the City sold a parking garage at Cotton St that was originally purchased with UDAG funds; the proceeds were a one-time payment from which \$20,000 will be used for a CDBG eligible public service activity each year. Tax-Increment Finance revenue up to \$120,000 per year may be used for CDBG-eligible administration and public infrastructure activities. HOME-ARP funding is one-time funding made available through the American Rescue

Plan Act of 2021.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,833,541.00	74,924.00	142,545.03	2,051,010.03	1,908,465.00	Up to 33% of funds will be used for public services, 20% for planning and administration, and the remainder for economic development, housing, and public improvement activities. Prior Year Resources are CDBG Contingency. The Expected Amount Available Remainder of Con Plan is the total of the annual allocation and program income (not prior year resources), multiplied by the number of years remaining in the Plan. The Expected Amount Available is the total of annual allocation, program income, and prior year resources.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	839,923.00	131,660.00	0.00	971,583.00	971,583.00	Program income is generated by repayment of HOME program loans. The Expected Amount Available Remainder of Con Plan is the total of the annual allocation and program income (not prior year resources), multiplied by the number of years remaining in the Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	161,998.00	0.00	0.00	161,998.00	161,998.00	The Emergency Solutions Grant goes to fund both serving those in need of emergency shelter and assistance, and also to prevent homelessness and rapidly rehouse those who are homeless. The Expected Amount Available Remainder of Con Plan is the annual allocation multiplied by the number of years remaining in the Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Housing Trust Fund	public - local	Acquisition Multifamily rental new construction Multifamily rental rehab New construction for ownership	863,559.00	0.00	0.00	863,559.00	2,211,004.00	The Jill C Duson Local Housing Trust Fund is allocated under an annual plan that is approved by the City Council. Amount available for remainder of plan is based on the average of the previous 3 years multiplied by the number of years remaining in the Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Acquisition Admin and Planning Conversion and rehab for transitional housing Housing Multifamily rental new construction Multifamily rental rehab Services TBRA	3,594,143.00	0.00	0.00	3,594,143.00	0.00	HOME-ARP funds were received as part of the American Rescue Plan and will be used by Cumberland County and City of Portland for eligible activities as outlined in HOME-ARP Plan.
Other	public - federal	Multifamily rental rehab	22,744.00	0.00	0.00	22,744.00	0.00	Program Income from prior HUD Healthy Home/Lead Safe Housing Grants. Wherever possible, the City will utilize rehab program funds in combination with lead program income funds to complete additional lead-safe units.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - local	Acquisition Admin and Planning Conversion and rehab for transitional housing Economic Development Public Improvements Transitional housing	120,000.00	0.00	0.00	120,000.00	120,000.00	Funding from TIF to support CDBG-eligible activities
Other	public - local	Public Services	20,000.00	0.00	0.00	20,000.00	20,000.00	Funding from sale of Cotton St property to support CDBG eligible activities.

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged considerably for their investment. Year 4 of the Consolidated Plan is expected to leverage at least \$35,822,311. The CDBG application process discourages applicants from using CDBG funds as the sole source of project funding and encourages use of other resources as leveraged funding. The City will continue to make this a focus of the program.

The HOME Program leverages considerable funds, primarily through the Affordable Housing Development Program. This program encourages use of funding from several sources including state and federal Low-Income Housing Tax Credits, state and federal Historic Tax Credits, state funds from the Maine State Housing Authority, and local Housing Trust funds. The City of Portland meets its match requirement through the expenditure of local General Assistance funds providing tenant based rental assistance to low- and very low-income households and will continue this assistance.

The ESG Program is expected to provide matching funds equal to the amount of ESG funds allocated through the City's General Assistance fund.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In 2012, the City Council adopted a Housing Investment Policy which directed the Housing & Economic Development Committee (HEDC) to complete an annual review of program priorities that includes the type and location of housing and an analysis of tax acquired or City-owned property that may be included as a development resource. From 2019 to 2021, several city-owned and tax-acquired properties were identified as potential development sites. These will become income-generating properties for the City's tax rolls that will provide one single-family home with two accessory dwelling units, sixteen (16) condominiums, 101 apartments, and 130-140 units of cooperative housing, for a total of over 250 housing units for a diverse socio-economic population. Two projects located at the former West School Site off Douglass Street are currently underway. The City recently released a Request for Proposals to create affordable, supportive housing at the Barron Center, a city-owned, skilled nursing and rehabilitation facility. The Housing and Economic Development Committee will continue to analyze whether there are any additional city-owned sites that may be suitable for housing development.

Discussion

The City Council has been committed to utilizing all available resources to assist with meeting the City's housing needs. In addition to the federal resources mentioned in Table 2, and making city-owned land available for housing development, the City has utilized the State's Affordable Housing Tax Increment Financing Program to support 23 affordable housing developments since 2008.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Neighborhood Investment and Infrastructure	2022	2026	Non-Housing Community Development	PORTLAND, MAINE Eligible Census Tracts CDBG Target Neighborhoods	Neighborhood Investment and Infrastructure	CDBG: \$533,000.00 TIF: \$90,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7030 Persons Assisted
2	Housing Availability	2022	2026	Affordable Housing Public Housing	PORTLAND, MAINE Cumberland County CDBG Target Neighborhoods	Housing Availability	HOME: \$743,305.00 Housing Trust Fund: \$863,559.00 Lead-Safe PI: \$22,744.00	Rental units constructed: 6 Household Housing Unit Rental units rehabilitated: 2 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 96 Households Assisted
3	Economic Opportunity	2022	2026	Non-Housing Community Development Economic Development	PORTLAND, MAINE Eligible Census Tracts CDBG Target Neighborhoods	Economic Opportunity	CDBG: \$455,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted Jobs created/retained: 20 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Addressing Needs of Growing Homeless Population	2022	2026	Homeless	PORTLAND, MAINE	Address Needs of the Growing Homeless Population	CDBG: \$681,317.03 ESG: \$151,373.00 Cotton St: \$20,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15488 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted Homeless Person Overnight Shelter: 250 Persons Assisted Homelessness Prevention: 225 Persons Assisted

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Neighborhood Investment and Infrastructure
	Goal Description	Invest in infrastructure to improve neighborhood assets and build strong, safe, accessible and vibrant neighborhoods. Improve accessibility and livability through age-friendly designs and ADA compliance. Build sidewalks and trails to improve connectivity, increase the use of bicycles as a mode of transportation, and redevelop streetscapes to create shared streets for cars, bikes, and pedestrians that integrate with the fabric of the neighborhood. Support programs that increase safety in neighborhoods for residents and visitors. Invest in programs and services that address the specific needs of members of the community. Encourage programs that build a sense of inclusiveness, safety, and security within individual neighborhoods.

2	Goal Name	Housing Availability
	Goal Description	Increase housing availability and affordability to all Portland residents regardless of income, race, ethnicity, and family size. Encourage housing development by removing barriers to traditional urban housing types while ensuring the inclusion of workforce and age-friendly housing in significant development projects.
3	Goal Name	Economic Opportunity
	Goal Description	Invest in Portland businesses to enable them to expand to create jobs. Invest in persons wanting to create microenterprises. Engage job seekers in a continuum of services to increase their professional capacity, financial stability, and ability to maintain employment. Focus on barriers to employment for vulnerable populations including homeless, new Americans, and single parent head of households. Combine resources and build partnerships between public and private entities to provide opportunities to transition Portland residents out of poverty to sustainable employment and financial stability.
4	Goal Name	Addressing Needs of Growing Homeless Population
	Goal Description	Prevent individuals and families from becoming homeless and entering into the shelter system. Rapidly rehouse those who enter the shelter system. Provide necessary resources to assist transition out of homelessness for vulnerable populations, including housing opportunities for chronically homeless or long-term stayers at homeless shelters.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Portland's Housing and Community Development Program budget currently has the following estimated funding allocations: CDBG which includes \$1,833,541 in direct allocation and \$74,924 in Program Income; \$161,998 in Emergency Solutions Grant funding; and HOME funding as part of the Cumberland County HOME Consortium which includes \$839,923.23 in direct allocation and \$131,660 in Program Income. An additional amount in the local Jill C Duson Housing Trust Fund income is available.

Of the CDBG allocation and program income, \$613,317.03 is available for public services (locally called social services). The City of Portland is allowed to use 33% of CDBG funding for public services.

Annual Allocation (\$1,833,541) X 33% = \$605,068.53

\$605,068.53 + 15% of previous year's PI (\$54,990 X 15% = \$8,248.50) + \$20,000 Cotton St funding = \$633,316.53

The HOME CHDO funding is included in projects City Affordable Housing Development and County HOME Affordable Housing Development. Fifteen percent (15%) of HOME funding is set-aside for CHDO.

City Affordable Housing Development includes \$71,813 in CHDO set-aside funds.

County HOME Affordable Housing Development includes \$54,175 in CHDO set-aside funds.

#	Project Name
1	HCD Grant Administration 25-26
2	Construction Activities NI 25-26
3	Construction Activities EO 25-26
4	Development Activities EO 25-26
5	ANGHP Public Services 25-26
6	HOME Administration 25-26
7	Tenant-Based Rental Assistance 25-26
8	City Affordable Housing Development 25-26
9	County Affordable Housing Development 25-26
10	ESG25 Portland (25-26)

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Nearly all of CDBG, HOME, and ESG funding supports underserved needs. The allocation process and

priorities for CDBG, HOME, and ESG are described below. The largest obstacle to addressing the underserved needs is limited funding; the needs of the underserved continue to increase in the City of Portland, but the funding resources remain limited.

Community Development Block Grant: CDBG funds are allocated through a competitive application process. To apply, organizations must attend a mandatory application meeting. Applications are available through Neighborly, which can be accessed through the City's website. Applications are reviewed by a volunteer citizen committee appointed by the City Council. The Allocation Committee sends its recommendations to the City Manager, who makes additional recommendations then forwards the funding recommendations to the City Council. The City Council conducts two public hearings before deciding on the final funding recommendations. Funds not serving low- to moderate-income persons are used for administration and planning.

HOME: The HOME Program budget is formulated by staff and endorsed by the City Council's Housing and Economic Development Committee and Cumberland County's Municipal Oversight Committee. The City Council conducts two public hearings before deciding on the final HOME Program budget. Program guidelines and applications are available through Neighborly, which can be accessed through the City's website.

Emergency Solutions Grant: The Emergency Solutions Grant budget is drafted by staff and presented to the Continuum of Care and the City's Emergency Shelter Assessment and Response Team. The funding supports shelter operations, homeless prevention, rapid rehousing, and HMIS. Funds not used to serve low-income individuals are used for administration and HMIS.

AP-38 Project Summary
Project Summary Information

1	Project Name	HCD Grant Administration 25-26
	Target Area	PORTLAND, MAINE Eligible Census Tracts Cumberland County CDBG Target Neighborhoods
	Goals Supported	Neighborhood Investment and Infrastructure Housing Availability Economic Opportunity Addressing Needs of Growing Homeless Population
	Needs Addressed	Neighborhood Investment and Infrastructure Housing Availability Economic Opportunity Address Needs of the Growing Homeless Population
	Funding	CDBG: \$381,693.00 TIF: \$30,000.00
	Description	Grant administration and management
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This funding will not directly benefit families but supports activities that will.
	Location Description	389 Congress St Portland ME
	Planned Activities	Grant administration including compliance, reporting, and subrecipient management
2	Project Name	Construction Activities NI 25-26
	Target Area	CDBG Target Neighborhoods
	Goals Supported	Neighborhood Investment and Infrastructure
	Needs Addressed	Neighborhood Investment and Infrastructure
	Funding	CDBG: \$533,000.00 TIF: \$90,000.00
	Description	This project contains activities involving neighborhood investments and infrastructure improvements.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	7030 LMI served
	Location Description	West End Neighborhood, Cumberland Ave
	Planned Activities	COP PRF - Tyng Tate Playground and Age-Inclusive Courts (\$248,000 CDBG) COP PW - Cumberland Ave Sidewalk Improvements (\$200,000 CDBG) COP PW - Tate Sidewalk Improvements (\$85000 CDBG, \$90,000 TIF)
3	Project Name	Construction Activities EO 25-26
	Target Area	PORTLAND, MAINE CDBG Target Neighborhoods
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$250,000.00
	Description	This project contains construction activities which promote economic opportunity for low- to moderate-income individuals.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	150 served, 100 LMI
	Location Description	Cumberland Ave
4	Planned Activities	Youth and Family Outreach Resource Hub (\$250,000 CDBG)
	Project Name	Development Activities EO 25-26
	Target Area	PORTLAND, MAINE
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$205,000.00
	Description	This project contains non-construction activities which promote economic opportunity for low- to moderate-income individuals.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	20 jobs created for LMI individuals
	Location Description	Various businesses in Portland
	Planned Activities	COP HEDD - Business Assistance for Job Creation
5	Project Name	ANGHP Public Services 25-26
	Target Area	PORTLAND, MAINE
	Goals Supported	Addressing Needs of Growing Homeless Population
	Needs Addressed	Address Needs of the Growing Homeless Population
	Funding	CDBG: \$681,317.03 Cotton St: \$20,000.00
	Description	Activities will address the needs of the growing homeless population including food, shelter, and homeless prevention services.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	15,368 Served, 12,347 LMI
	Location Description	Various Places in Portland
	Planned Activities	Quality Housing Coalition - Housing for Systems-Involved Youth and Families (\$150,000 CDBG) Wayside Food Programs - Direct Services Program (\$40,000 CDBG) Hope Acts - Asylum Seeker Assistance (\$150,000 CDBG) COP Fire Dept - Mobile Medical Outreach (\$50,000 CDBG) Greater Portland Family Promise - Homeless Prevention and Housing Stabilization (\$100,653.62 CDBG) Maine Needs - Maine Needs (\$119,641.50 CDBG) MaineHealth - Food Pantry (\$3021.91 CDBG, \$20,000 Cotton St) Milestone - HOME Team (\$51,000 CDBG) Preble St - Joe Kreisler Teen Shelter (\$17,000 CDBG)
	Project Name	HOME Administration 25-26

6	Target Area	PORTLAND, MAINE Cumberland County
	Goals Supported	Neighborhood Investment and Infrastructure Housing Availability Economic Opportunity Addressing Needs of Growing Homeless Population
	Needs Addressed	Neighborhood Investment and Infrastructure Housing Availability Economic Opportunity Address Needs of the Growing Homeless Population
	Funding	HOME: \$91,886.00
	Description	These funds will be used to administer the HOME program.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	No families will directly benefit from administration funds, but families will benefit from the activities the administration funds support.
	Location Description	389 Congress St Portland
	Planned Activities	Activities related to administering HOME funds including applications, monitoring, and oversight.
7	Project Name	Tenant-Based Rental Assistance 25-26
	Target Area	PORTLAND, MAINE Cumberland County
	Goals Supported	Housing Availability
	Needs Addressed	Housing Availability
	Funding	HOME: \$136,392.00
	Description	These funds will support individuals and families in need of rental assistance.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	96 individuals and families will benefit from TBRA.
	Location Description	Various locations within the jurisdiction.

	Planned Activities	Rental assistance for individuals and families at risk of homelessness
8	Project Name	City Affordable Housing Development 25-26
	Target Area	PORTLAND, MAINE
	Goals Supported	Housing Availability
	Needs Addressed	Housing Availability
	Funding	HOME: \$294,489.00 Housing Trust Fund: \$863,559.00 HOME-ARP: \$3,594,143.00 Lead-Safe PI: \$22,744.00
	Description	Activities which support the creation of safe, sanitary, affordable housing units.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Over 100 safe and sanitary units will be created. Up to 6 families will have safe, sanitary, affordable housing through HOME-assisted units.
	Location Description	Various locations within Portland
	Planned Activities	New construction and rehabilitation of affordable housing units.
9	Project Name	County Affordable Housing Development 25-26
	Target Area	Cumberland County
	Goals Supported	Housing Availability
	Needs Addressed	Housing Availability
	Funding	HOME: \$448,816.00
	Description	Creation of affordable housing units in Cumberland County.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Over 100 safe and sanitary units will be created. Up to 3 families will have safe, sanitary, affordable housing through HOME-assisted units.
	Location Description	Various locations throughout Cumberland County
	Planned Activities	New construction and rehabilitation of affordable housing units.
10	Project Name	ESG25 Portland (25-26)
	Target Area	PORTLAND, MAINE

	Goals Supported	Addressing Needs of Growing Homeless Population
	Needs Addressed	Address Needs of the Growing Homeless Population
	Funding	ESG: \$161,998.00
	Description	Funding will be used to address the needs of the homeless population in Portland. \$12,150, or 7.5% of the allocation, is available for administration and HMIS. The total amount for shelter activities is \$81,184, which is less than 60% of the allocation. There will be no street outreach funded in the 25-26 program year.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	425 individuals
	Location Description	Shelters in various Portland locations, and hotels
	Planned Activities	overnight shelter, rapid rehousing

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Portland allocates resources in the areas of the jurisdiction that are in the most need. To determine this, the City considered which areas of the City have the highest combination of poverty, minorities, single parents, oldest housing stock, and housing problems. These are located in Census Tracts 5, 6 and 10, which represents East Bayside, Bayside, and Parkside neighborhoods respectively.

On a larger scale, the City will focus federal resources into areas of the City with the highest percentage of LMI residents, which are located primarily on the peninsula in districts 1, 2 and portions of district 3. Street, sidewalk, infrastructure, parks, playgrounds, and other area benefit projects will be located in the target neighborhoods and other eligible census tracts to benefit the low- and moderate-income individuals and families that live there. Due to the amenities and proximity to services, many HOME funded affordable housing projects are also located in the target neighborhoods.

New construction is supported through HOME funds and benefits individual persons or households who are low- to moderate-income throughout the City and County, which are the next geographic area priorities.

The percentages listed in the below table include program income but do not include program administration. The program administration funds are not tied to a target area of the City or County.

Geographic Distribution

Target Area	Percentage of Funds
PORTLAND, MAINE	63
Eligible Census Tracts	0
Cumberland County	19
CDBG Target Neighborhoods	18

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City's goal is to allocate funds to individuals and families with the highest need. As shown in the above table, the majority of the funds allocated are in the City of Portland. Many of the CDBG social service activities and economic development activities serve residents of Portland but are not located in a specific neighborhood. HOME funding is spent throughout Cumberland County and Portland, while 100% of CDBG public infrastructure projects benefit Target neighborhoods and/or eligible census tracts

within Portland.

Discussion

Despite significant gains throughout the previous and current plans, challenges remain including high concentrations of poverty, old housing stock, homelessness, and housing problems. Additional investment will build on the gains made and continue to improve the lives of residents.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

In the City of Portland, the tight housing market reflects the need to build more affordable housing in the greater Portland area. The City of Portland and the Cumberland County HOME Consortium strive to increase the amount of decent, safe, and affordable housing available throughout Cumberland County. The City uses ESG and CDBG funds in addition to HOME funds to fulfill this goal.

As part of the City's 10 year plan to end homelessness, the City has opted to use a portion of its HOME allocation to serve homeless families via the tenant-based rental assistance (TBRA) program. The City's affordable housing providers work with social service providers to move individuals out of homeless and into affordable housing. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical.

One Year Goals for the Number of Households to be Supported	
Homeless	96
Non-Homeless	8
Special-Needs	0
Total	104

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	96
The Production of New Units	8
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	104

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The goals above reflect only the households to be supported with HUD HOME funding. The City of Portland/Cumberland County HOME Consortium will continue to allocate a significant portion of future HOME entitlement towards the development and rehabilitation of affordable rental housing. The City has a number of additional resources and policies to support rental housing, and the number of units created will be significantly greater than those listed in the tables above.

In 2016, the City of Portland implemented a policy requiring any new rental housing development receiving assistance through Tax Increment Financing and/or HOME or CDBG subsidy from the City to

set aside 10% of the rental units in the development for individuals or families currently living in a City of Portland shelter. The City is responsible for providing referrals and providing or coordinating supportive services to eligible homeless populations who become tenants of the housing, including ensuring tenants qualify for the housing as well as providing or locating financial resources such as Section 8, General Assistance, or other resources to assist with monthly rent payments. Individual services reflect the situations of the individual tenants, address their needs and goals, and are subject to eligibility at the City. All tenants referred meet income guidelines, homelessness criteria, and other requirements so as to qualify for the housing. City staff works to provide a variety of support services to assist homeless individuals, enhance their self-esteem, secure housing, and work towards a self-sufficiency plan. Long term support services are provided through collaboration with other area service providers.

In 2017, the city adopted an inclusionary zoning policy that requires development projects of 10 or more units of housing to provide a certain percentage of affordable units or pay a fee-in-lieu into the City's Jill C. Dusen Housing Trust Fund. A 2020 citizen-initiated referendum, approved by the voters, revised the inclusionary percentage and lowered the income affordability threshold. The ordinance now requires developers of 10 or more units to provide 25% of those units as affordable to households earning 80% of the area median income.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Through the HOME Consortium, the City of Portland and Cumberland County work with Portland Housing Authority, The Housing Authority of the City of Westbrook, South Portland Housing Authority, and Brunswick Housing Authority to assure quality, affordable housing opportunities to LMI residents in Cumberland County.

Actions planned during the next year to address the needs to public housing

The Portland Housing Authority will be closing on the removal of Riverton Park from Public Housing and injecting over \$55 million in much needed updates and additional units at the property. In addition, PHA continues to invest in the East Bayside neighborhood with \$1.5 million in critical repairs. PHA also received a competitive \$2.4 million hazards grant for East Bayside, Kennedy Park and Bayside Terrace to address building envelope and ventilation needs. PHA will also be removing Franklin Towers from public housing in the Fall 2025 and Franklin Towers in Spring 2026.

Brunswick Housing Authority provides critical housing to over 600 LMI households through its Housing Choice Voucher program and units owned and managed by BHA. We are working on developing additional affordable housing in the area including homeownership and rental opportunities. Brunswick and Topsham Housing Authority are completing a new rental project to open in May, 2025 with 38 low income housing tax credit units in Topsham. BHA continues to own/manage over 350 affordable rental units. We are also planning a new office to expand staffing to allow for continued development and growth of additional affordable housing units.

South Portland Housing Authority has completed the process of converting 346 Public Housing units into Section 8 programs. This conversion has increased revenue allowing for capital improvements.

The Housing Authority of the City of Westbrook (WHA) provides quality, affordable housing opportunities to LMI households in Westbrook and the shared jurisdiction that extends 10 miles beyond Westbrook per Maine Title 30-A. WHA partners with the City of Westbrook, Preble Street Shelters Inc. and the Continuum of Care, clients, and community organizations to enhance the quality of life in the community. WHA has converted its Public Housing through RAD to maintain affordable housing with Project Based Vouchers for households targeted at 30%, 50%, 60% AML. In the past five years WHA has constructed 5 developments with 167 affordable housing units for very low to moderate income households. WHA has in predevelopment, with Planning Board approval & funding approval with a potential 2025 construction start: 58 units of family housing. And for 2026 & 2027 & 2028 211 units of elderly housing pending LIHTC funding awards. Additionally, the agency continues to take steps to help address the housing needs identified in its 2025-2029 5-Year Plan. WHA has completed its renovation of its older stock of housing with the completion of capital improvements to current ADA and INSPRE

standards.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

In addition to the 45 homeownership vouchers, PHA (through its development corporation) is proposing 8 (eight) homeownership units with 6-units at or below 110% area median income. PHA continues to work with the Resident Advisory Board and hold resident meetings as part of the current 5-year goal development and Annual HUD plan.

Brunswick has developed 30 single family homes for first time homebuyers to date. BHA is currently looking at a 15 unit affordable condominium project to target first time home buyers. This is in pre-development; they currently have site control of the land but are looking at various financing models to make these affordable.

The South Portland Housing Authority does not have any Public Housing units or homeownership program.

WHA does not have Public Housing but has an active Housing Choice Voucher Program that facilitates the use of the Housing Choice Voucher to be used for homeownership. WHA also has a Family Self Sufficiency program that also has homeownership as one of its outcomes.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

No PHA is designated as troubled.

Discussion

The four Housing Authorities in Cumberland County provide significant supports for housing.

PHA has 665 units of public housing as of March 2025 and 322-units of converted Public Housing units under RAD and new LIHTC construction, as well as 2056 vouchers currently leased and an Annual Contributions Contract (ACC) for 2,274-units.

BHA presently has authorization for 691 vouchers but due to costs of rental housing has leased up 78% of authorized units. BHA is currently expending authorized funds at a rate of 102% and has a High Performer rating in the Housing Choice Voucher program.

The South Portland Housing Authority is awarded up to 739 Section 8 Vouchers and currently administers 325 Housing Choice Vouchers and 370 Project-Based Vouchers. Including the Project Based Voucher units noted above, the South Portland Housing Authority has a total of 796 units designated as

Multi-Family, Low-Income Housing Tax Credit and Market Rate.

WHA has 1026 Housing Choice Vouchers and maintains a utilization rate of 98-100%. WHA has an inventory of 760 affordable housing units for older adults and families. WHA no longer has inventory of Section 9 Public Housing and is a High Performer Voucher only Housing Authority.

Portland and Cumberland County's vitality depends on the availability of a diverse array of housing options, particularly apartments, which are often the first and often the only choice for working professionals, immigrants, and families. All Cumberland County housing authorities work closely with their local governments and surrounding communities to address emerging needs affecting their residents and the availability of adequate housing.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Portland and Cumberland County work closely with Maine Continuum of Care to identify causes of homelessness within the jurisdiction and seek resources for mitigating this pervasive issue.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Maine State Housing Authority coordinates the efforts of homeless shelters, outreach groups, and volunteers who participate in an annual Point in Time Survey of sheltered and unsheltered homeless populations in the State of Maine and City of Portland. The annual census is required of all states on one night in January by the U.S. Department of Housing and Urban Development, and the count provides a snapshot of the number of individuals and families in shelters and on the streets on a given night. For Maine, a count performed in January will represent chronic and truly desperate homelessness because of extreme weather conditions including typical temperatures well below freezing, regular snow accumulation, and minimal daylight hours.

The Emergency Shelter Assessment and Response Team (ESART) meets monthly to review homeless data and identify trends, issues, and areas that need improvement. The ESART groups has an additional focus on advocacy efforts.

The Emergency Shelter Client Support & Services Plan Policy guides needs assessments. The policy requires clients to work with their navigator on a plan to secure permanent housing and clients who chose not to participate may be asked to leave the shelter, unless circumstances warrant an exception. The Homeless Services Center housing placement team focuses on housing long-term stayers. The City has also added additional full-time housing navigators to work with newly arriving families experiencing homelessness, resulting in locating permanent housing placements with follow up case management and tenant education services. Preble Street Support Services receives funding from the Veterans Administration to prevent and end homelessness among veterans.

The Homeless Outreach and Mobile Engagement (HOME) Team is a collaboration between the City of Portland, the Portland Downtown District and Milestone to provide outreach and community supports to those with chronic health, mental health and substance abuse issues living on the streets of Portland. The HOME team has become part of the emergency service delivery system for businesses and community members.

Commonspace, a Portland-based nonprofit organization, and Portland Downtown (a 501c4) have

created a Peer Outreach Worker program. This program will allow a peer outreach worker to connect with clients that live with mental illness, often co-occurring with substance-use disorders and/or experiencing homelessness. The outreach worker will then collaborate with the Milestone Foundation, the City's shelters, local hospitals, and Portland Downtown businesses to get the client the services they need.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Shelter: The City of Portland has a connected network of homeless shelters, yet the number of individuals seeking shelter outnumber the available beds. Upon opening the Homeless Services Center, replacing the Oxford Street Shelter, and 166 Riverside Street, the City partnered with various organizations to ensure that all individuals had an opportunity for shelter.

Transitional Housing: While we are often trying to connect individuals with housing plans, we recognize that there is also a need for short-term transitional housing. We often make referrals to our rapid rehousing programs, Tenant Based Rental Assistance Program, and General Assistance.

Regional Approach: The City has partnered with Maine State Housing Authority to provide funding for a Resettlement Coordinator and team to assist with the influx of asylum-seeking families. Additionally that partnership has also funded the Housing Opportunities for Persons in Encampments (HOPE). This is a partnership that brought together a housing navigator from Preble Street, Commonsplace and Milestone under supervision of a Coordinator at the City.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Frequent Users System Engagement (FUSE) is focused on a by-name list effort to house and keep housed the longest stayers in homelessness in Portland. FUSE grew from the Long Term Stayers (LTS) initiative in April of 2015 when the City collaborated with local housing services providers to target their efforts with a by-name list of the most vulnerable and difficult to house individuals staying at the former Oxford Street Shelter. At the time, the shelter had 44% of the state's long term stayers, defined in Portland as people staying over 180 cumulative days in shelters or outdoors within a 365-day period. This definition was created because HUD's Chronic Homelessness definition did not capture single adults who tend to bounce from shelter to shelter whose lengths of stay in any one shelter do not meet the HUD definition of chronically homeless. From April 2015 through January 2025, this initiative targeted 898 people identified as people who met the criteria for LTS, now FUSE. The lists target people who are chronically homeless, people who are unsheltered, people who are frequent users of emergency

systems, and people who are in need of permanent supportive housing interventions. The group of 20 organizations has been at this for almost 10 years and has housed 519 people. According to HMIS data, this group collectively had more than 660 years of homelessness and more than 225,000 bed nights. Throughout the course of this initiative there has been an 88% - 96% success rate in scattered site apartments due to the combination of rental subsidies and support services.

In 2025, the initiative updated its name and scope to better reflect who the group supports. Housing Follow up Services for FUSE help individuals who have been placed into housing from returning to homelessness.

Additionally, the goals of the City of Portland's Emergency Solutions Grant program are to provide rapid rehousing services to individuals staying at the shelter and prevention services to individuals facing homelessness in the community. The Homeless Services Center is projected to serve 40 people who are homeless and 5 people at risk of homelessness. The Family Shelter utilizes \$81,184 for Essential Services, which will focus on Life Skills such as cooking, food storage, cleaning etc. with a goal to serve 75% of our shelter populations, 97% who are migrants. The City's Tenant Based Rental Assistance program (TBRA) was implemented on April 1, 2014 with HOME funds. There is a centralized intake located at the Homeless Services Center and Family Shelter and utilization of a rapid re-housing approach with a focus on reducing recidivism. Follow-up services have a strong emphasis on connecting clients to other mainstream resources to ensure long term housing success. The ESHAP Program, which is funded by Maine Housing for the Homeless Services Center and Family Shelter, is modeled after a rapid re-housing approach that provides housing stability services to persons who are experiencing homelessness and assists homeless clients seeking permanent housing with education, services, and support to meet their health, housing, and employment needs in order to overcome barriers to obtaining and maintaining permanent, stable housing. Participants are assigned a Navigator who has experience in working with people who are experiencing homelessness. Navigators conduct assessments to determine the best course of action and customize a plan that best suits each individual's housing needs. The combination of the City's FUSE Initiative, the Emergency Solutions Grant, Tenant Based Rental Assistance, and ESHAP program help to prevent homelessness and rapidly rehouse individuals who become homeless in Portland.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's After-Hours Program ensures access of emergency services to low-income 'at-risk' individuals and families, including help with placement in appropriate shelters/warming centers and basic needs such as medication, food, baby formula, diapers, and heating. The program offers a hotline service 365

days a year, 24 hours a day. The Greater Portland Addiction Collaborative has brought together local hospitals, City Programs, Police, community detox centers, SUDs treatment providers, crisis providers, housing and employment providers, recovery community, and the peer recovery center to provide high quality treatment and fill gaps to ensure that individuals receive the care they need upon discharge. City of Portland Shelter Staff has implemented a diversion program that has staff complete shelter intakes and connect with individuals before they enter emergency shelter and homelessness. Staff has the ability to seek alternate resources, connect with landlords to mediate evictions, and enroll individuals in prevention case management services.

Families with Children: There are two shelters that serve families with children. The City of Portland Family Shelter provides temporary housing to families with children in the form of apartments. While staying at the shelter families learn important life skills, participate in house meetings to discuss issues and assistance, and have access to various household items, laundry, and transportation services to appointments. Staff also assists with housing placement and follows up case management. Support services on site include assistance with housing placement; training sessions on tenant education (Rent Smart Curriculum); crisis intervention and management, including follow-up services after housing is located; and assistance with public transportation for appointments and self-sufficiency. Through These Doors operates an Emergency Shelter for women and children who are experiencing domestic violence. They provide 16 beds, and families can access basic necessities like food, clothing, and personal care items. Residents are offered in house education programs, individual advocacy, case management, and safety planning.

Unaccompanied Youth: The Preble Street Joe Kreisler Teen Shelter provides 16-24 beds for unaccompanied youth ages 12-20. The shelter provides safe, clean overnight accommodations in a secure building; showers, bathrooms, laundry facilities, towels, and personal hygiene products; community living areas; light breakfast and snacks. Additionally, staff responds to the crises that lead to homelessness, provides referrals, and links youth to necessary services including substance use treatment, counseling, and medical facilities.

Chronically homeless- Chronically homeless men and women stay at the Homeless Services Center, a low-barrier shelter which provides safe, temporary shelter for homeless adults. The Shelter offers a variety of support services including: shower facilities and training on hygiene skills; housing placement assistance; health assistance to Veterans; clinical and outreach services for individuals with mental health concerns; and interpreting services. Portland and Cumberland County are fortunate to have several community organizations which assist special needs populations. These include, but are not limited to, Frannie Peabody Center, Preble Street, Commonsplace, Immigrant Legal Advocacy Project, Maine Equal Justice Partners, Milestone, and The Opportunity Alliance. Together these organizations provide access to care through case management, behavioral health counseling, advocacy, utility

assistance, and housing assistance programs.

Discussion

The Covid-19 pandemic and the national opioid crisis have impacted and increased greatly the need for homelessness and substance use services in Portland. The City's one- and five-year goals are to create a safety net of programs through a combination HOME, ESG, and other federal and local resources.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City's comprehensive plan places a priority on housing creation, diversity, and affordability within the community. The housing component of the Comprehensive Plan states "[w]hile Portland has welcomed much needed new housing construction in recent years, both the lack of sufficient housing supply and the affordability of that housing for a healthy socio-economic cross-section of the population remain urgent challenges." It goes on to assert that the city must "recognize that [its] vitality rests on the availability of diverse, secure housing options for existing residents, new arrivals, and all stages of life".

Funding available through the Affordable Housing Development Program will go to assist in the creation of affordable housing available to low and very low income persons. Affordable Housing Development funds are allocated through a competitive, rolling application process. To apply, developers must complete an application in Neighborly software. City staff reviews applications, and a consultant hired by the City completes a financial underwriting analysis. City staff presents funding recommendations to the City Council's Housing and Economic Development Committee (HEDC). The HEDC forwards funding recommendations to the City Council. Under City ordinance, the request for appropriation of funds must be read at two City Council meetings. The City Council takes action on the recommendations at the second public meeting.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In response to LD 2003, new language in the Land Use Code now permits up to two units on lawfully conforming lots that do not contain an existing dwelling unit in the island zones, or outside of the designated growth area. The new language would also permit up to four units on lawfully conforming lots that do not contain an existing dwelling unit in mainland zones where residential is a permitted or conditional use, or inside the growth area. New language also adds residential use permission for lawfully conforming lots with one existing dwelling unit by allowing up to two additional units where residential is a permitted or conditional use.

In early 2023, 14 external stakeholders and numerous city officials convened for an intensive six-hour Housing Supply Bootcamp focused on identifying barriers and solutions to expand Portland's housing stock. Regulatory barriers identified include: expanded inclusionary zoning (IZ) requirements under recent referenda; height limits, density limits, step backs, and setbacks; insufficient land zoned for multi-family; limitations on the availability of density bonuses, and building code requirements and stringent application of the standards. Potential solutions identified include; increase the permissible height of buildings and eliminate setback requirements on the Portland Peninsula and along major arterials;

identify “offsets” that would make it easier for developers to meet the heightened IZ requirements; engage employers that own land as partners to make land available for development; prepare an inventory of parking lots owned by individual retailers and other businesses to identify whether some could be developed as housing; study the potential to repurpose some office space as housing; provide regulatory tools to discourage vacant land and vacant buildings, including the potential for financial penalties, thereby encouraging development and redevelopment; and evaluate the possibility of allowing residential uses in industrial areas.

Discussion

The City of Portland is committed to removing barriers to affordable housing.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Portland consistently strives to identify areas of opportunity for improving quality of life for all of its residents including increased stability, housing options, and economic opportunities for its most vulnerable populations.

Actions planned to address obstacles to meeting underserved needs

In the City of Portland, the vast majority of CDBG, HOME, and ESG allocations go to addressing underserved needs of the City. The proposed CDBG projects will be meeting underserved needs such as food assistance, shelter, safety, and support for those with mental and physical illnesses and substance use disorders, and homeless prevention and housing services. The HOME grant funds help persons gain or maintain housing through the Tenant Based Rental Assistance Program and build affordable housing for low-income families who cannot afford housing otherwise. Additionally, the Emergency Solutions Grant meets the needs of individuals and families by gaining or maintaining housing throughout their homeless prevention or rapid rehousing initiatives, along with maintaining shelter costs for the city's most vulnerable populations.

Actions planned to foster and maintain affordable housing

The affordable housing provisions of LD 2003 require municipalities to extend density bonuses to qualifying affordable housing projects when those projects are located in areas in which multi-family dwellings are allowed and within a designated growth area. The City of Portland already has a structure for density bonuses for affordable housing in many zones, and the code includes other provisions as contemplated by the state. However, some amendments to Articles 18 and 19 of the land use code were necessary to bring the city into full compliance with these components of the law.

The definition of "affordable housing" was changed to incorporate language that enumerates the definition of "other housing expenses" to include "utilities such as electric, heat, water, sewer, and/or trash that the household pays separately from rent". Density bonus language in the Land Use Code was amended such that 2.5x density bonus is triggered when over 50% of units within a project qualify as affordable. Density bonus have been extended to areas "where multi-family is allowed as a permitted or conditional use", and long-term affordability has been defined as deed-restricted to remain affordable for 30 years or the longest term permitted under federal, state, and local laws whichever is longer.

Multiplex, a multi-family-like use currently permitted in the R-4 and R-5 zones, has also been struck from the code. This use, which requires greater minimum lot sizes, densities, and lot widths than otherwise required for residential uses in these zones, and in some cases is subject to unit maximums which bear little relationship to lot size or density, has not been widely constructed in the city. In order to

make dimensional provisions consistent with state law and to simplify implementation, references to multiplex have been eliminated.

Other actions undertaken by the City of Portland include the assessment of fair housing processes in order to identify barriers to fair housing for inclusions in the 2022-2026 Consolidated Plan. The recommendation to address barriers to equalizing access to opportunity, include; advocate for improvements to the county's public transportation system to more effectively connect low income workers with jobs both within Portland and in the broader region; focus on accommodating the needs of persons with disabilities and pairing transportation investments with housing affordability opportunities; and advocate for additional funding in schools that have disproportionate shares of economically disadvantaged students. The recommendation to increase the supply of affordable housing include; invest public funds in affordable housing through gap financing; require affordability contributions of market rate developers through inclusionary zoning; incentivize development of mixed-income housing through density bonuses and fee waivers. And the recommendation to address gaps in homeownership attainment is; explore programs funded by foundations that offer greater down payment assistance to residents who historically faced discrimination and restricted access to homeownership.

Actions planned to reduce lead-based paint hazards

The City of Portland has been committed to eliminating lead poisoning in children since 1995 when it received its first HUD Lead Safe Housing Grant. The mitigation of lead-based paint hazards and creating healthier homes remains a critical focus of the City of Portland's Lead Safe Housing Program. Over the years, over 560 units have been made lead-safe in Cumberland County. This program has successfully addressed lead hazards prevalent in Portland's older housing stock, bridging the critical gap between health and housing.

The HUD Lead Safe Housing Program is designed to benefit low and moderate-income families. Owner-occupied applicants in the City of Portland must prove that their income is less than 80% of the median area income with a child under six years of age residing in the unit. In multi-unit, non-owner-occupied buildings, 50% of the units must qualify at 50% of the area median income. Projects outside the City of Portland need to meet HUD income eligibility limits established for Cumberland County. The program works directly with the Maine CDC and priority is given to households where there is an active abatement order or where young children reside with elevated blood levels.

In 2024, the City completed its 2019 HUD funded Lead Safe Housing Grant. With that grant, the program made an additional 81 units lead safe and healthier with HUD's Healthy Homes Funding. The team will continue its successful work with the next HUD Grant, approved in December of 2024. This new award of \$3.4 million dollars will further the critical work of protecting Cumberland County's most vulnerable families from the dangers of lead hazards. The new grant includes \$748,000 in Healthy Homes funding which helps to address code violations and health and safety hazards along with the lead abatement.

Project management works directly with Code Enforcement and homeowners to document elimination of violations while improving the health, safety, and welfare of residents.

Actions planned to reduce the number of poverty-level families

The City of Portland allocates a significant percentage of its Community Development Block Grant to social service programs and housing activities designed not only to improve the lives of families and individuals in poverty, but also to facilitate their transition out of poverty. Below are just some of the most critical programs and services that the City plans to support with the CDBG, HOME and ESG funds:

Access to food

Homeless outreach and engagement program to assist individuals in crisis to access necessary services.

Provision of basic needs

Case management and community integration services for recently homelessness individuals and those at risk of homelessness

Creation of stable affordable housing units

Tenant based rental assistance to help families to be rapidly rehoused or maintain their current housing, to help build stability.

Homeless prevention services to individuals facing homelessness.

Rapid rehousing

Helping families move out of poverty as opposed to simply serving those in poverty is an important part of the City's Housing and Community Development Program. Total funds available to the City are insufficient to meet the needs of its citizens in poverty; however, targeting funds to activities which support self-sufficiency can make a significant difference in the lives of many people. The City plans to continue to look at requests for funding and existing programs to see how CDBG, ESG and HOME funds can assist individuals and families in moving beyond poverty.

Actions planned to develop institutional structure

The City will continue to carry out its Housing and Community Development Plan in partnership with the other management and delivery entities for housing and community development activities. These organizations include various City Departments, the Portland Housing Authority, and an integrated

network of non-profit housing and social service providers.

The City of Portland Housing and Community Development (HCD) Division is responsible for overseeing the budget and distribution of the City's CDBG, HOME and ESG entitlement funds and development of the Five-Year Consolidated Plan and Annual Action Plan and Consolidated Annual Performance Evaluation Report. Additionally, the HCD Division administers the City's new construction programs and monitors all outstanding loans associated with the former HomePort program. Since the fall of 2019, the HCD Division has staffed a Compliance Officer position, ensuring that all programs comply with local and federal regulations.

City of Portland Social Services Division administers the General Assistance Program, ESG funds, the City's emergency shelters (for single adults and families), transitional housing facilities, housing location services, Family Services Program, job readiness training and employment services and several other support activities in coordination with non-profit housing and social service agencies. Additionally, the Social Services Division administers the HOME funded Tenant Based Rental Assistance Program.

Non-Profit Housing and Social Service Agencies play a large role in directly providing housing and economic development services to low income, homeless, and special needs populations throughout Portland.

Working collaboratively, these entities implement the City's Housing and Community Development Plan. The system's strengths include the collaborative manner in which these diverse groups work together to maximize available resources. Portland is a large enough city to have many institutional resources, yet small enough to be able to effectively communicate and collaborate. Currently there are no gaps in types of housing and services, but there is a lack of adequate amounts of both due to insufficient resources. The City and its partners will continue to seek additional resources to improve the system's ability to meet community needs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Portland requires proof of organizational collaboration in the form of a memorandum of agreements, letter of support, or demonstrated outreach for all applications. In the CDBG scoring process, organizations and entities who demonstrate collaboration with other organizations and entities receive higher allotted points.

The City and the Portland Housing Authority have a long history of cooperation in several areas including community policing, development of affordable housing, recreational activities for at-risk youth, the Family Self-Sufficiency Program, Family Investment Center and applications to HUD for Section 8 certificates and vouchers for families, homeless and disabled persons. City staff and PHA staff

communicate regularly and provide each other data for Annual Plans and reports.

City staff from the Health and Human Services Department and Housing and Community Development Division coordinates with other members of the Emergency Shelter Assessment and Response Team (ESART) and the United Way of Greater Portland to monitor shelter bed usage for single adults, adolescents and families. ESART members include shelter providers, supported housing providers, mental health service providers, substance abuse service providers, health service providers and general services including day shelter providers for the homeless population. ESART also produces monthly and quarterly statistics on shelter usage and provides a forum to discuss new programs, resource availability, emerging trends and to resolve problems within the continuum that may arise from time to time. The City's Community Development Program Manager attends ESART. Additionally, HCD staff participates in the Maine Affordable Housing Coalition (MAHC). In the City of Portland, 33% of CDBG funds support social service agency programs. City staff meets with the agencies throughout the year to provide technical assistance and ensure they are meeting HUD guidelines and regulations. Staff also assists in monitoring their progress and makes recommendations for more efficient services.

Discussion

The City of Portland is committed to continuing its robust collaboration with nonprofit social service agencies, developers, and community organizations to improve the lives of residents of Portland, especially those who are low-income.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Portland works to ensure that all federal grants meet the specific program requirements, including Community Development Block Grant, HOME, and Emergency Solutions Grant from the U.S. Department of Housing and Urban Development.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	74,924
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	74,924

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	86.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

Annual Action Plan 2025	66
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as follows:

Not applicable

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Homebuyer activities of downpayment or closing cost assistance are not part of the 2025-2026 planned activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Acquisition of units with HOME funds are not part of the 2025-2026 plan.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

HOME funds will not be used to refinance existing debt.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Tenant-Based Rental Assistance is directed toward individuals who are homeless or at-risk of being homeless.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

The City of Portland does not currently have preferences for specific categories of individuals with disabilities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

The City of Portland does not have preferences for rental projects. The City does have a local requirement that 10% of total units in a development are set aside for individuals in Portland homeless shelters; however, this does not preclude others from accessing those units.

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

Please see attachment.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The state-wide Continuum of Care monitors the Homeless Management Information System, where individuals and families are entered at first contact. Additionally, the Maine COC has created a Coordinated Entry System (CES). CES facilitates access for all resources designated for homeless individuals and families, ensuring they are known by name, provided assistance based on their unique needs, and matched to the most appropriate service or strategy. Together, HMIS and CES ensure coordination while avoiding duplication of services and client data.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The Emergency Shelter Assessment and Response Team (ESART) is actively involved in the ESG program, including the development of performance standards and operating procedures as well as evaluation of funding expenditures. The City of Portland utilizes ESG funding for the Family Shelter and the Homeless Services Center and for homeless prevention and rapid rehousing programs. It is not currently the practice of the City of Portland to provide subawards from ESG funds; however, any ESG subawards would be made through the same awarding process as CDBG.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The Emergency Shelter Assessment and Response Team (ESART) is actively involved in the ESG program, including the development of performance standards and operating procedures as well as evaluation of funding expenditures. The City of Portland utilizes ESG funding for the Family Shelter and the Homeless Services Center and for homeless prevention and rapid rehousing programs. It is

not currently the practice of the City of Portland to provide subawards from ESG funds; however, any ESG subawards would be made through the same awarding process as CDBG.

5. Describe performance standards for evaluating ESG.

The performance of the Prevention goal of the Rapid Re-Housing/Prevention Client Navigation Program will be evaluated based on the number of individuals assisted that would have entered the shelter system “but for” the assistance provided by the City of Portland staff. The performance standards for the Prevention goal of the program are ensuring that: 1) services are provided to 20 people per year; 2) 100% of clients are assessed for barriers that threaten housing stability and provided with an overview of mainstream resources; 3) 50% of clients assessed are referred to appropriate mainstream resources; 4) 100% of clients receiving financial assistance receive assistance with housing location and receive follow up services for 3 months.

The City of Portland will continue to ensure that all federal grants meet the specific program requirements, including Community Development Block Grant, HOME, and Emergency Solutions Grant from the U.S. Department of Housing and Urban Development.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 16, 2025

SUBJECT: Order 161-24/25 Accepting and Appropriating a \$96,400 State of Maine Community Paramedicine Grant for the Portland Fire Department - 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:

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

I. SUMMARY

II. AGENDA DESCRIPTION

If approved, this grant in the amount of \$96,400 will be used by the Fire Department to expand community paramedicine services. Part of this funding will allow all providers on the Mobile Medical Outreach team, Portland's "Community Paramedics," to attend classes and become certified as Community Paramedics

This item must be read on two separate days. It received its first reading on April 14. 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. Order - Accepting and Appropriating a \$96,400 Grant to PFD
2. Service Contract_RFA 202412213_Portland

Prepared by:

Date: 04/16/2025

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 ACCEPTING AND APPROPRIATING A \$96,400 STATE OF MAINE
COMMUNITY PARAMEDICINE GRANT FOR THE PORTLAND FIRE
DEPARTMENT**

ORDERED, that a \$96,400 State of Maine Community Paramedicine Grant is hereby accepted and that amount appropriated to the Portland Fire Department; and

BE IT FURTHER ORDERED, that the City Council hereby approves the attached Grant Agreement in substantially the form attached hereto and 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 and this order.



SERVICE CONTRACT

DATE: 3/31/2025	CONTRACT AMOUNT: \$ 96,400
ADVANTAGE CONTRACT #: 16A 20250326000000002227	
DEPARTMENT AGREEMENT #:	
START DATE: 4/1/2025	END DATE: 5/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Public Safety		
ADDRESS: 45 Commerce Dr.		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: City of Portland dba Fire Department		
ADDRESS: 380 Congress St		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #:VC1000073493		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: Signature **Michael Sauschuck,**
Commissioner **Date**

BY: Signature **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: Soliana Goldrich		
EMAIL: Soliana.o.goldrich@maine.gov	TELEPHONE: 207-248-1190	
ADDRESS: 45 Commerce Dr		
CITY: Augusta	STATE: ME	ZIP CODE: 04330

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: Sean Donaghue		
EMAIL: donaghues@portlandmaine.gov	TELEPHONE: 978-590-5254	
ADDRESS: 380 Congress St		
CITY: Portland	STATE: ME	ZIP CODE: 04101

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☐	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☐	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

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 96,400	013	16A	1994	02	6401	HDAP	F2022		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 96,400

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 96,400

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 dba Fire Dept
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to support EMS agencies in initiating and/or expanding community paramedicine services, with a focus on rural areas. The provider will be required to expand capacity to be able to provide COVID-19 testing. The contract focuses on a reduction in health disparities, improving and increasing healthcare resources offered by EMS to underserved populations and people living in rural communities.

The Provider shall train 20 CP providers as Community Paramedicine Technicians and operationalize a referral program.

Payment will be made upon receipt of an approved invoice. Invoices will come from the Provider on the Provider's usual billing form or letterhead identifying such document as an invoice, providing an invoice number, the amount due, the date of the invoice, the time frame covered, the name of the vendor and the remit to address. All invoices are to be submitted, preferably via email, to Soliana.O.Goldrich@maine.gov.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days

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:

Provider will send 20 providers to a CP training course and operationalize a referral program for CP with local entities.

This shall include use of funds as follows:

1. Up to \$86,400 for personnel
2. Up to \$10,000 for CP education

See attached scope of work under "other".

IV. REPORTS: remove this section if not applicable to this Contract.

A. Required Reports

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

	Name of Report	Description or Appendix #:
1.	Quarterly Report	Quarterly report outlining implementation, successes and barriers
2.		

B. Reporting Schedule for Above Listed Required Reports

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

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Quarterly Report	Quarterly	30 days after end of quarter
2.			

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

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 C: EXCEPTIONS

N/A

RIDER D: [TITLE]

(Included at Department’s Discretion)

N/A

RIDER E: [TITLE]

(Included at Department’s Discretion)

N/A

RIDER F: [TITLE]

(Included at Department’s Discretion)

N/A

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.

BUSINESS ASSOCIATE AGREEMENT

(Included at Department’s Discretion)

N/A

Other

Title: Scope of Work

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple
DATE: April 16, 2025
SUBJECT: Order 162-24/25 Accepting and Appropriating a \$53,332.79 Donation from the Portland Parks Conservancy for the Portland Youth Corps - Sponsored by Danielle P. West, City Manager

SPONSOR: The City Manager Danielle West
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 4/14/2025

Final
Action 4/28/2025

Can action be taken at a later date: No These dates work best with Ethan Hipple's schedule. Please put the item at the top of the meeting if possible.

Does this item involve a new contract with the City:

PRESENTATION:

I. SUMMARY

Acceptance of donation of \$53,332.79 towards the programming of the Portland Youth Corps

II. AGENDA DESCRIPTION

If approved, this order would accept and appropriate a donation of \$53,332.79 from the Portland Parks Conservancy for the Portland Youth Corps, a City-run program that promotes personal and professional growth through community service, environmental stewardship, and hands-on conservation opportunities within Portland's parks and green spaces. This is the fourth year this grant has been given.

The program is run by City staff and engages young people of diverse backgrounds in hands-on service projects such as habitat restoration, tree planting, trail construction, and other outdoor work. The corps members receive a stipend for participation. The program runs during the Spring, Summer, and Fall seasons, and annually, over 50 young people take part. This donation from the Portland Parks Conservancy covers the cost of all supplies and trips as well as a portion of the Recreation Programmer II Naturalist, who is the leader of the program.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland Youth Corps has been running for four years thanks to the generous donations from the Parks Conservancy.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This donation covers the operating expenses of the program.

V. FINANCIAL IMPACT

This donation reduces the cost of an employee's salary paid by the City of Portland.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

Staff recommends acceptance of this gift as it allows a valuable program for the youth to continue to run.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$53,332.79 Donation from Portland Parks Conservancy for PYC

Prepared by:

Ethan Hipple

Date: 04/16/2025

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 ACCEPTING AND APPROPRIATING A \$53,332.79 DONATION FROM THE
PORTLAND PARKS CONSERVANCY FOR THE PORTLAND YOUTH CORPS**

ORDERED, that a donation of \$53,332.79 from the Portland Parks Conservancy is hereby accepted and appropriated to the Portland Youth Corps, a collaborative program of the Parks, Recreation and Facilities Department; and

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

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: April 16, 2025

SUBJECT: Order 163-24/25 Accepting and Appropriating a \$60,000 John T. Gorman Foundation Grant for the Portland Professional Connectors Program - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 4/14/2025

Final Action 4/28/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Greg Watson, 3 Minutes

I. SUMMARY

The Housing and Economic Development Department's Office of Economic Opportunity has been offered a grant from the John T. Gorman Foundation to assist with the cost of relaunching the costs of the Portland Professional Connectors program.

II. AGENDA DESCRIPTION

City Council approval is requested to accept and appropriate a \$60,000 grant from the John T. Gorman Foundation to assist with the costs of relaunching the Portland Professional Connectors (PPC) program. The Housing and Economic Development Department's Office of Economic Opportunity has been in the process of relaunching the PPC program and contacted the John T. Gorman Foundation for financial support. The Foundation is interested and supportive of the program and is committing \$60,000 to fund the PPC program. The program is anticipated to launch September 2025 and is a strategic initiative designed to support job seekers in developing critical networking, interpersonal skills, and the social capital so important to access career advancement opportunities and economic mobility.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

PPC was implemented in Portland from 2019-2022, and has proven to be effective in helping to meet the evolving local workforce needs, with 42% of participants finding job placements and 99% reporting an increased sense of belonging in Maine due to their participation in the program. While PPC proved effective for foreign trained job seekers who were either (a) seeking employment that matched their skills and experience or (b) aiming to enter or transition from low-skill jobs into roles offering greater professional growth, in 2025, PPC seeks to support a broader segment of the workforce who face additional barriers, such as lower language proficiency and difficulty translating qualifications to the local job market, by offering soft skills, workshops and networking events intentionally designed to build confidence navigating the local employment landscape.

The City of Portland's Office of Economic Opportunity will utilize the \$60,000 to relaunch and expand the PPC program, a proven networking and education program designed to fill crucial gaps in Maine's workforce

and create accessible pathways into the city's local economy for those looking to enter the US workforce for the first time, or re-enter following a period of absence. PPC does this by creating intentional connections between Portland's job seekers and experienced members of the local workforce, and hosting strategically tailored workshops aimed at familiarizing job seekers with the soft skills, cultural context, and confidence needed to effectively leverage connections for economic mobility. Through this approach, PPC not only supports individual professional growth but also contributes to the broader community's social capital and economic resilience as each connection builds a multiplier effect that leads to further opportunities and networks that expand over time. In addition, participants overcome barriers to upward economic mobility and become integral connectors within their own communities.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to accept and appropriate a \$60,000 grant from the John T. Gorman Foundation to support the PPC program.

V. FINANCIAL IMPACT

There will be no financial impact because this funding is a grant to the City of Portland from the John T. Gorman Foundation.

VI. STAFF ANALYSIS AND BACKGROUND

See above.

VII. RECOMMENDATION

Staff recommends that the City Council accept and appropriate a \$60,000 grant from the John T. Gorman Foundation in support of the PPC program.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a 60k Grant from the John T. Gorman Foundation for the Portland Professional Connectors Program
2. PPC for Gorman Foundation - Description
3. 3-28-2025 Ltr from Gorman Foundation & T&C&Check (2)

Prepared by:

Greg Watson, Director

Date: 04/16/2025

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 ACCEPTING AND APPROPRIATING A \$60,000 JOHN T. GORMAN
FOUNDATION GRANT FOR THE PORTLAND PROFESSIONAL CONNECTORS
PROGRAM**

ORDERED, that a \$60,000 John T. Gorman Foundation Grant is hereby accepted and that amount appropriated to the Housing and Economic Development Department to support the Portland Professional Connectors Program; and

BE IT FURTHER ORDERED, that the City Council hereby approves the attached Grant Agreement in substantially the form attached hereto and 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 and this order.

Request Title

Portland Professional Connectors Program

Brief Description of Request

The City of Portland's Office of Economic Opportunity and the Portland Regional Chamber of Commerce will relaunch and expand the Portland Professional Connections (PPC) program, a strategic initiative designed to support job seekers in developing critical networking, interpersonal skills and the social capital so important to accessing career advancement opportunities and economic mobility.

Word count 50 of 50

Amount Requested

\$60,000

Will the funds you are requesting from the John T. Gorman Foundation be used as a match or to leverage other sources of revenue?

Yes- The JTG funds allocated to expand the PPC program will establish a foundation of successful outcomes that can be leveraged to secure future city funding. This is crucial for the program's continued growth and for developing a consistent networking model that supports workforce development.

What is the problem that you are trying to address? (To the degree possible – please present data related to the current nature of the problem.)

Portland Professional Connections (PPC) Program focuses on building social capital and networking opportunities for workforce integration. The program is highly impactful for participants and creates a culture of hope, stability, equity and belonging amongst job seekers. PPC achieved a 42% placement rate and a 99% enhancement in the participants' sense of belonging. This program's approach—focusing on building inclusive networks and addressing systemic barriers—creates a dynamic of people helping people into employment based on the art of networking and skill building.

Networking, while often seen as a soft skill, is an undervalued, but essential tool in job placement. HubSpot reports that 85% of jobs are filled through networking, and CNBC highlights that 70% of jobs are never publicly advertised, instead being filled through internal postings or through candidates discovered via networking.

LinkedInTM also supports this assertion, noting that 70% of professionals hired in 2016 had a connection at their company, and 80% view networking as crucial for career success (AEE Center). Despite these benefits, networking disparities persist, particularly for marginalized communities. Barriers such as lack of resources, financial constraints, and language difficulties hinder effective workforce integration. Additionally, racial disparities in networking can limit job

opportunities for African American job seekers or those with cultural barriers. (Race and Networks in the Job Search Process) While PPC proved effective for high-skilled, foreign trained job seekers, in 2025, PPC seeks to expand its reach beyond Portland to support New Entry residents: English Language Learners, those new to Maine systems and Re-entry: those from low-income communities seeking to begin their careers or re-enter the workforce.

Word count 249 of 250

Who are the people most affected by this problem, and what specific barriers do they face? (Specify the demographics and geography of the population you serve.)

The people most affected by this problem are job seekers from marginalized communities in Maine, including English Language Learners (ELLs), individuals new to Maine systems, and those from low-income or re-entry backgrounds. These groups often face significant barriers to economic advancement due to a lack of access to professional networks, a critical factor in securing employment. This challenge is further exacerbated when job seekers are primary caregivers or the primary financial supporters of their families. For many in marginalized communities, the pressure to secure stable employment extends beyond personal advancement—it is a matter of financial survival for their loved ones.

Specifically, English Language Learners and newcomers to the U.S. may struggle with understanding American workplace culture and norms, which can hinder their ability to network and form connections in the job market. Re-entry individuals—those who are returning to the workforce after incarceration or long-term unemployment—often face stigma and limited opportunities to build the social capital needed to access well-paying jobs.

Furthermore, familial obligations can create additional stress, especially for those balancing child care, elder care, or financial responsibility, which can make them feel as though they are at a disadvantage in comparison to others with fewer personal obligations.

By addressing these barriers, the PPC program aims to equip participants with the social capital and networking skills that are essential for success in today's job market. The program offers a structured support system through Social Capital Development, Soft Skills Workshops, and Networking Events, focusing on connector and connectees.

Word count 244 of 250

How many people do you anticipate being able to serve or affect?

Over the course of 1 year, PPC anticipates serving 150 or more job seekers ("Connectees") through its recruitment and professional matching program. This will include facilitating meetings with local professionals ("Connectors") and providing valuable referrals to help bridge the gap between job seekers and potential employers. In addition, monthly workshops and educational services will support participants in developing crucial networking and professional skills.

The program aims to have 50% of participants secure meaningful employment by the end of the 1-year period, creating impactful connections and opportunities for job seekers in marginalized

communities. Through this comprehensive support, PPC expects to make a significant difference in the professional lives of at least 150 individuals.

Word count 111 of 250

What are the results you are seeking to achieve within the context of this grant request?

Without strong professional networks, many Maine job seekers risk becoming trapped in low-skill, low-paying jobs, limiting their own economic mobility and reducing opportunities for future generations. In addition, the lack of community building through networking can lead to feelings of isolation and less belonging, as individuals miss out on the supportive relationships that are key to both personal and professional growth. This social disconnect compounds the challenges of economic stagnation, contributing to a cycle of widening wealth disparity and persistent poverty.

Primary caretakers often face added challenges in balancing family responsibilities with career advancement, which can make it even harder to access professional networks and opportunities. By fostering accessible, relationship-driven pathways into the workforce, PPC helps create lasting social capital that empowers individuals, to overcome these barriers, access better-paying career opportunities, and ultimately strengthen their communities. In the long run, this program works to build a foundation of community-driven social capital, where individuals not only gain new opportunities for economic advancement but also become key connectors within their own networks, supporting the growth and resilience of their communities. This holistic approach expects that Maine's workforce can break free from economic stagnation, providing a better future for both themselves and their families.

Word count 201 of 500

What strategies will you use to achieve those results and why do you believe those are the right strategies? (Please be specific about the activities you will engage in.)

To achieve the desired results, PPC will implement several key strategies designed to ensure continuous improvement and long-term impact. These strategies are specifically tailored to the needs of the participants and the local business community.

A roadshow of talking to businesses will be an important strategy for expanding PPC's reach, building stronger relationships with local employers, and securing long-term support for the program. Here's how we plan to implement this strategy.

Comprehensive Participant Evaluation: We will use a combination of surveys, interviews, and program tracking to evaluate key outcomes. Regular feedback from participants (Connectees) and professionals (Connectors) will help assess employment placements, improvements in soft skills, and the expansion of professional networks. These evaluations will allow us to monitor progress and adjust the program as necessary to ensure it meets the evolving needs of job seekers.

Focus on Long-Term Impact: Beyond immediate employment outcomes, we will track the long-term impact on economic mobility by evaluating participants' career advancement over time. This includes monitoring continued engagement in professional networks and assessing feelings of belonging and integration within the community. By focusing on these longer-term outcomes, we can gauge the program's effectiveness in fostering lasting social capital and resilience in both individuals and the broader community.

Engagement with Local Business Community: A critical component of success will be strengthening connections between job seekers and the Portland business community. By aligning the program's goals with the workforce development priorities of stakeholders, we can ensure a mutually beneficial relationship between employers and job seekers, further supporting career opportunities for marginalized communities.

Continuous Feedback Loop: Gathering regular feedback from both Connectees and Connectors will be essential to refining the program. We will evaluate satisfaction levels across demographics, ensuring the program is inclusive and responsive to different needs. This feedback will be used to adjust program activities, improve engagement, and fine-tune support services, making the program more effective and tailored to participants' experiences.

Sustainability and Community Support: The ultimate goal is to establish PPC as a sustainable initiative that attracts long-term support and sponsorships from local businesses. By demonstrating measurable success—such as increased employment placements, improved networking outcomes, and stronger community engagement—we will work to secure additional funding and resources to expand the program's reach and ensure its continued growth.

These strategies are grounded in data-driven evaluation, ongoing engagement with stakeholders, and a focus on long-term community impact. By implementing these activities, we believe PPC will not only help individuals secure meaningful employment but also create a robust network that supports economic mobility and strengthens the local community.

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What measures will you use to determine your effectiveness?

To determine the effectiveness of the PPC program, we will rely on a combination of quantitative and qualitative data to track progress and assess outcomes. The key measures for evaluating the success of the program include:

Job Placement Rate

Baseline (2019): 42%

Target (2025): 63%

Tracking: We will monitor and report job placements and referrals, tracking the number of job seekers successfully placed in positions.

Number of Job Seekers Supported

Baseline (2023): ~100

Target (2025): ~150

Tracking: We will measure and report the number of job seekers engaged in the program, ensuring increased outreach and support over time.

Soft Skills Workshops

Target: 4 workshops per year (4 Level 1, 4 Level 2)

Tracking: We will track the number of workshops held, attendance, and participant feedback to evaluate the relevance and impact of these workshops.

Participant Engagement

Tracking: Monitor the level of participant engagement through Chamber of Commerce event attendance i.e number of connectors vs connectees, training sessions, and overall interaction with the program, providing insight into the program's reach and impact.

Other Key Metrics

Job Longevity: We will measure job satisfaction and 3-month retention.

Cost Reduction: We will evaluate the reduction in costs through the program's efficiency and its impact on the community.

Economic Mobility: We will track the upward economic movement of participants and assess how the program impacts residents' financial stability and opportunities for growth.

Sense of Belonging: We will gather qualitative feedback on participants' sense of inclusion and community integration, measuring the social impact of the program.

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What is your organization's experience working in this area and with this population? What is your current level of capacity (financial, staff, etc.) to do this work and to achieve the results you are seeking? (Include a brief description of how Foundation funding will maintain or enhance that capacity.)

The Office of Economic Opportunity (OEO) has extensive experience working with immigrants, underserved residents, and other underrepresented populations in Portland. OEO has maintained a strategic goal to enhance economic integration for these groups since 2016. Our office has been actively involved in promoting economic opportunities for immigrants, people of color, youth, and other marginalized communities through targeted initiatives that facilitate access to job training, workforce preparation, and economic mobility.

The OEO's approach is rooted in social capital and collective impact, bringing together a wide range of community organizations, businesses, and government agencies to address key areas of community development and integration. Our mission focuses on building the infrastructure necessary for collaboration across sectors, aligning services to ensure more accessible economic opportunities for all Portland residents. These efforts reflect our deep commitment to fostering an inclusive workforce and building a connected, resilient community where every individual has the resources needed to thrive.

The Portland Regional Chamber of Commerce has extensive experience advocating for policies that promote economic opportunity and sustainable growth across diverse communities. With over 1,300 member organizations collectively employing over 75,000 Mainers, they serve as the voice and advocate for a broad and collaborative business community in the Greater Portland Region. Their work is centered around creating economic opportunities for all residents, improving quality of life, and fostering a culture of growth that is inclusive and forward-thinking. They focus on supporting a shared vision for regional prosperity, where economic development, workforce growth, housing, and transportation goals are all interconnected. By engaging with policymakers, employers, employees, and residents, they ensure that the aspirations for shared prosperity are understood and that critical information is communicated effectively. Through over 100 events annually, including business seminars and community partnerships, they help connect and engage our members, providing them with valuable resources, networking opportunities, and advocacy support.

Staff at OEO and RCC will collaborate to structure this work. Funding will also support partnerships with professional workforce development groups from marginalized communities. OEO will provide 2 staff members and PRCC will provide 2 staff members and event management, including marketing, registration, and logistics.

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JOHN T. GORMAN FOUNDATION

*Advancing ideas. Promoting opportunities.
Improving lives in Maine.*

March 28, 2025

Mr. Greg Watson, Department Head
City of Portland, Department of Housing and Economic Development
389 Congress Street
Portland, ME 04101

Cc: Ms. Melissa Hue, Director, Economic Opportunity. mhue@portlandmaine.gov

Re: Grant number 2025-012

Dear Mr. Watson,

Thank you for your application and the opportunity to partner with you in this work. The John T. Gorman Foundation would like to provide the City of Portland with a grant in the amount of \$60,000 for the period beginning April 1, 2025 through September 30, 2026. Leigh Arsenault is the Foundation staff person responsible for the management of this grant and will answer any questions or assist you in any way necessary throughout the grant period. We appreciate the great work you are doing and the opportunity to provide support for it.

Description of Work and Products

As specified in the proposal submitted to us, we understand that the City of Portland will use Foundation funds to deliver the Portland Professional Connections program. This program will connect job seekers to local professionals through one-on-one conversations that are focused on creating social connections while offering practical support through job referrals and job seeking advice. In addition, job seekers will participate in monthly workshops and receive tailored educational services to support the development of networking and professional skills. These opportunities are designed to support job seekers in creating the social capital necessary to access career advancement opportunities and long-term economic mobility.

Performance Measures

As specified in the proposal submitted to us, we understand that the City of Portland will report back to us on the following:

- The number of job seekers engaged in the program;
- The number and percent of participants who obtain employment;
- The number and percent of participants that continue to be employed at 3-months;

- Information on the social impacts of the program as measured by participants' sense of belonging and/or other measures related to social capital creation; and
- An overview of program successes, challenges, and impacts.

Payment Provisions

Enclosed you will find a check in the amount of \$60,000. By accepting our funds and cashing the enclosed check, the City of Portland agrees to abide by the attached Terms and Conditions of the John T. Gorman Foundation. Our understanding is that these funds will be spent over the course of the time period articulated herein according to the budget provided to the Foundation. Any changes to this budget that exceed 15% of any line item, as well as any changes in key personnel, must be approved in advance by the Foundation.

Furthermore, though the attached Terms and Conditions normally preclude you from being able to sub-grant these funds to other organizations (point 6), please consider this letter to serve as explicit written approval from the Foundation for the City of Portland to sub-grant portions of these funds as appropriate for the needs of the program.

Reporting Requirements

The City of Portland will submit final Progress and Expenditure reports to the Foundation by November 15, 2026 for the period of April 1, 2025 through September 30, 2026. You will be able to submit final Progress and Expenditure Reports online through the Requirements tab in your applicant account, which can be accessed at https://www.grantrequest.com/SID_2097/?SA=AM using the user ID and password you created when you initially submitted your grant application. We will also email you a reminder one month before the report is due with a link to your account. Further specific provisions of this grant are described in the enclosed John T. Gorman Foundation Grant Terms and Conditions.

On behalf of the John T. Gorman Foundation, I look forward to a continued productive relationship.

Sincerely,



Nicole Witherbee
President and CEO

Encl: *Terms and Conditions*
 Check No.

JOHN T. GORMAN FOUNDATION GRANT TERMS AND CONDITIONS

The following terms and conditions are intended to ensure that the John T. Gorman Foundation (the "Foundation") grants comply with applicable provisions of the federal tax code, including the requirement that the Foundation make reasonable efforts and establish adequate procedures to see that grant funds are spent solely for the purposes for which they were granted and to obtain full and complete reports on how grant funds have been expended.

1. All grant funds must be used only for charitable purposes within the meaning of Internal Revenue Code ("Code") Section 170(c)(2)(B) and, more specifically, for the purposes described in the attached grant letter of agreement. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the term of the grant must be immediately repaid to the Foundation.
2. The grantee must administer grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. No part of the grant funds may be used to promote or support terrorist activities or make payments to any person or entity named in any list of suspected terrorists or blocked individuals promulgated by the U.S. government.
3. Upon completion of the grant period or expenditure of the grant funds, the grantee must provide program narrative and financial reports on the use of grant funds. While the Foundation prefers the templates provided by the Foundation for this reporting, a program narrative can come in the form of a letter or a brief report and must be signed by an authorized representative of the grantee. This report may be mailed or scanned and transmitted by email to the Foundation.
4. Although the grant funds need not be maintained in a separate bank account, such funds must be shown on the grantee's books as a separate fund dedicated to charitable purposes. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Foundation, must be kept for at least four years following completion of the grant term. The Foundation shall have the right to monitor and conduct an evaluation of this grant and to review financial and other records regarding the grantee's use of grant funds. The grantee's books and records shall be made available for the Foundation's inspection at reasonable times for the purpose of verifying expenditures and reviewing program activities and accomplishments.
5. This grant is subject to the condition that the grantee is and remains a nonprofit, 501(c)(3) federal tax-exempt organization, public school, public organization working for the State of Maine, or an Indian tribal government (or its political subdivision) recognized by the Department of the Interior or has a written agreement with a fiscal sponsor that is a 501(c)(3) organization, public school, or public organization. A 501(c)(3) grantee organization must fall under the federal income tax Code Section 501(c)(3) and be

classified as “publicly supported” under Code Section 509(a)(1) or (2) or as a Type I, Type II, or functionally integrated Type III supporting organization under Code Sections 509(a)(3) and 4942(g)(4). The grantee represents that its tax-exempt and public charity status are valid and have not been revoked, that the receipt of this grant will not result in grantee’s loss of public charity status, and that the grantee will notify the Foundation immediately of any change in tax exempt or public charity status. In the event grantee ceases to be tax exempt under Code Section 501(c)(3) or to be classified as “publicly supported” under Code Section 509(a)(1) or (2) or as a Type I, Type II, or functionally integrated Type III supporting organization under Code Sections 509(a)(3) and 4942(g)(4), it will immediately notify the Foundation of such change in status.

6. Grant funds may be used or expended only by the grantee and may not be sub-granted to any other organization, unless explicitly requested in writing by the grantee and also approved, in writing, by the Foundation. Should such a situation arise, the grantee may be required to fulfill additional reporting requirements as specified by the Foundation.
7. Grantee acknowledges that the Foundation has not earmarked any of the grant funds for any organization or individual other than the grantee. Grantee also acknowledges that these grant funds have not been earmarked to:
 - a. carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Code Section 4945 (d)(1)); or
 - b. influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Code Section 4945 (d)(2)); or
 - c. make any grant to an individual or a non-public charity which does not comply with requirements of Code Section 4945 (d)(3) and (4).
8. If the grantee uses any portion of the grant funds for non-charitable purposes in violation of Paragraph 1 above, it will be required to repay such amounts to the Foundation. If the grantee violates any of the other terms and conditions set forth herein, the Foundation may modify, discontinue, or withhold any remaining payments due under this grant award and require a refund of any unexpended grant funds if, in its sole judgment, such action is necessary to ensure the proper use of grant funds or to comply with the requirements of any law or regulation affecting its responsibilities under this grant.
9. With respect to any item of confidential information directly furnished to the grantee by the Foundation or otherwise obtained during the course of the grant engagement, the grantee will use the same degree of care it uses to protect and safeguard its own proprietary and confidential information and not disclose to or otherwise permit any third person or entity not in a confidential relationship with the grantee access to such confidential information.

10. Any violation of the foregoing conditions will require refunding to the Foundation of any amounts subject to the violation. The Foundation may discontinue, modify, or withhold any payments due under this grant award or require a refund of any unexpended grant funds if, in its sole judgment, such action is necessary to comply with the requirements of any law or regulation affecting its responsibilities under this grant award.
11. The grantee may acknowledge the Foundation's support in its annual report, on its website and in similar public communications. Any other use of the Foundation's name or logo is prohibited without the prior written approval of the Foundation.
12. The Foundation shall have the right to monitor and conduct an evaluation of this grant and to review financial and other records regarding the grantee's use of grant funds.
13. The State and Federal Courts located in Maine shall have exclusive jurisdiction over any dispute which might arise in connection with this grant, and the laws of Maine shall govern the interpretation of the terms of the grant.
14. The terms and conditions of this grant are subject to modification by the Foundation as may be required to ensure compliance with any current or future federal tax or regulation.

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: April 16, 2025

SUBJECT: Order 164-24/25 Accepting and Appropriating a \$205,000 Greater Portland Council of Governments United States Environmental Protection Agency Brownfields Sub-Grant for Clean-up of a Stockpile of Contaminated Soil at Fitzpatrick Stadium - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 4/14/2025

Final Action 4/28/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes, Corporation has reviewed and approved the Agreement.

PRESENTATION: Greg Watson, 3 Minutes

I. SUMMARY

The Housing and Economic Development Department requests the City Council's approval to accept and appropriate \$205,000 in sub-grant Funds from the Greater Portland Council of Government (GPCOG)'s Brownfields Cleanup program for the transport and off-site disposal of a stockpile of contaminated soil at Fitzpatrick Stadium.

II. AGENDA DESCRIPTION

City Council approval is requested to accept and appropriate \$205,000 in Brownfield cleanup sub-grant funding from the Greater Portland Council of Governments (GPCOG) for the transport and off-site disposal of a stockpile of contaminated soil at Fitzpatrick Stadium. While the Hearts of Pine soccer team was making planned upgrades to the Stadium, approximately 850 cubic yards of contaminated soil was unearthed, and is currently in a fenced-off and covered stockpile near the parking lot. The City will use this grant from GPCOG to dispose of the contaminated soil at an off-site licensed receiving facility.

This item must be read on two separate days. It received its first reading on April 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In early 2024, the Hearts of Pine soccer team signed a rent-free, non exclusive-use lease with the City of Portland to allow the soccer team to use Fitzpatrick Stadium. The presence of the soccer team will have immense economic development benefits and is instrumental in Portland being recognized as the number one minor league market in the US. (Source: Sports Business Journal). This investment extends economic benefits to the City, to the Greater Portland region, and beyond. The lease agreement included a commitment from the soccer team to make \$1 million in upgrades to the facility (to date they have already spent more than double that).

While the new Hearts of Pine soccer team were making the planned upgrades to Fitzpatrick Stadium last summer, approximately 850 cubic yards of soil was excavated and placed in a stockpile near the parking lot.

The City sampled and characterized the soil using \$70,000 of our own EPA Brownfields Assessment Grant and found the presence of contaminants which need to be remediated.

The City is not allowed to grant itself funds for cleanup according to the rules of the Brownfields program, so the City requested a subgrant of \$205,000 from GPCOG's Brownfields program to enable the City to dispose of the contamination at an offsite facility. Offsite disposal requires no annual monitoring, and it ensures access to the sewer line that runs underneath the site. Perhaps most importantly, this subgrant will ensure that members of the public, including students at the adjacent middle school, are as safe as possible.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to accept and appropriate \$205,000 in Brownfield cleanup sub-grant funding from GPCOG, which will be used for the transport and off-site disposal of a contaminated soil stockpile at Fitzpatrick Stadium.

V. FINANCIAL IMPACT

There will be no financial impact because this funding is a grant to the City of Portland from GPCOG.

VI. STAFF ANALYSIS AND BACKGROUND

See above.

VII. RECOMMENDATION

Staff recommends that the City Council accept and appropriate the \$205,000 in Brownfield cleanup sub-grant funding from GPCOG for the transport and off-site disposal of a contaminated soil stockpile at Fitzpatrick Stadium.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating \$205,000 Brownfields USEPA Sub-Grant for Contaminated Soil at Fitzpatrick Stadium
2. 3-20-2025 GPCOG Award Letter
3. Fitzpatrick Subaward Agreement April 1 2025

Prepared by:

Greg Watson, Director

Date: 04/16/2025

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 ACCEPTING AND APPROPRIATING A \$205,000 GREATER PORTLAND
COUNCIL OF GOVERNMENTS UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY BROWNFIELDS SUB-GRANT FOR CLEAN-UP OF A
STOCKPILE OF CONTAMINATED SOIL AT FITZPATRICK STADIUM**

ORDERED, that a \$205,000 Greater Portland Council of Governments United States Environmental Protection Agency Brownfields Sub-Grant is hereby accepted and that amount appropriated to the Housing and Economic Development Department for clean-up of a stockpile of contaminated soil at Fitzpatrick Stadium; and

BE IT FURTHER ORDERED, the City Council hereby approves the attached Sub-Grant Agreement in substantially the form attached hereto and 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 and this order.

**** PLEASE READ THIS LETTER IN ITS ENTIRETY ****

3.20.2025

Danielle West
City of Portland Maine
389 Congress St
Portland, Maine 04101

Dear Danielle:

We are pleased to advise you that The City of Portland, Maine (the “Grantee”) has been approved for a Brownfields Cleanup Subgrant. The Greater Portland Council of Governments (GPCOG) (the “Grantor”) is prepared to make the following commitment, subject to the certifications and terms and conditions set forth below and as established in the **attached subgrant agreement**. You must review and sign this acceptance letter and return to GPCOG to receive funds.

The Commitment is subject to the following terms and conditions:

Grantee: City of Portland, Maine
UEI #: 01-6000032
Amount: \$205,000
Purpose: This grant’s purpose is to remediate the environmental hazard located at Fitzpatrick Stadium Complex in Portland, Maine. Specifics of the remediation are on file and a matter of public record.

GRANT CERTIFICATIONS:

1. I/we certify that the information provided in my application was truthful and accurate.
2. I/we certify that to the best of the Grantee’s knowledge, the data in the program application is correct and that supporting documentation will be made available by the Grantee to GPCOG for review upon request. I/we understand that submitting false or misleading information may result in being found ineligible for any form of future grant funding from GPCOG. I/we understand that if false or misleading information on the application is uncovered after the disbursement of funds, the funds may need to be returned.

TERMS AND CONDITIONS

1. GPCOG Brownfield funds shall only be used for those activities included in the original application.
2. GPCOG Brownfield funds shall only be used in accordance with the **attached subgrant agreement**.
3. This commitment and the grant committed hereby are not transferrable or assignable by Grantee.
4. Grantee is advised that as a condition of receipt of the grant, the award amount and name of the organization may be announced in press and media.
5. Subject to and within the defenses, protections, immunities, defenses and limitations of liability available to the Grantor or Subgrantee, under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq. or other applicable law, the Grantee shall indemnify and hold harmless GPCOG and its officers, agents, and employees from and against any and all 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 Grantee, its employees or agents, officers provided, however, the Grantee shall not be liable for claims arising out of the negligent acts or omissions of GPCOG, or for actions taken in reasonable reliance on written instructions of GPCOG.

6. Grantee understands that any projected changes to the proposed project, including scope of services, budget categories and amounts projected to be spent) must be communicated in writing to Paul Johnson, Director of Economic and Community Development for GPCOG at pjohnson@gpcog.org.

If these certifications and terms and conditions are acceptable to you, **please accept and sign on the following page. Scan a complete copy of this letter (you must include all pages) to GPCOG (pjohnson@gpcog.org), or return this original letter signed and dated by 5/15/25 to:**

Greater Portland Council of Governments
970 Baxter Boulevard, Suite 201
Portland, ME 04103

Accepted:

[Signature Here]

[Date]

[Type Name and Title Here]

[Date]

Grantee Name and Title

Date

We will consider our receipt of this executed letter as your authorization for us to proceed with the disbursement of funds and to notify the Environmental Protection Agency that said grant has been disbursed.

Keep a copy of the scanned letter for your reference.

Failure to return this commitment letter in a timely manner may result in a loss of awarded funds. This offer will expire on 6/2/2025.

Sincerely,

Funding Approved By:

Paul Johnson
Director of Economic & Community Development

Kristina Egan, Executive Director
Greater Portland Council of Governments
Date: _____

**GPCOG BROWNFIELDS PROGRAM
SUBGRANT AGREEMENT**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2025 by and between the City of Portland, Maine (hereinafter collectively referred to as "Subgrantee"), and the Greater Portland Council of Governments (GPCOG) a recipient of a Brownfields Cleanup Revolving Loan Fund (BCRLF) capitalization grant from the U.S. Environmental Protection Agency (hereinafter referred to as the "Grantor") under Agreement Number 4B-00A00907-0.

WITNESSETH:

WHEREAS, GPCOG is authorized under Comprehensive Environmental Response Compensation and Liability Act (CERCLA) 104(k)(3)(B)(ii) and the terms and conditions of (EPA Grant Number 4B-00A00907-0) to make subgrants to eligible entities and non-profit organizations from these funds ("Grant Funds"); and

WHEREAS, the Subgrantee is a local government as defined in 31 USC 6101, owns by way of fee simple title certain real property consisting of 20.72 acres that includes the Fitzpatrick Stadium and is located at 165 Park Avenue in Portland, ME (the "Property"), which property is more particularly described in Exhibit 1, attached hereto, and is an eligible Brownfield site as defined in CERCLA 101(39); and

WHEREAS, the Grantor has agreed to grant to Subgrantee certain of the Grant Funds which will be used by the Subgrantee for a portion of the remediation of the Property (the "Remediation Work"); which is more particularly described in Exhibit 2, and attached hereto; and

WHEREAS the Subgrantee has performed "all appropriate inquiry," as found in section 101(35)(B) of CERCLA, on or before the date of acquisition of the Property and/or is not considered a potentially responsible party at the Property under CERCLA and has received a site-specific eligibility determination from the U. S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the EPA; and

WHEREAS, the Subgrantee did not generate, transport, or dispose of any contamination located at the Property as subject to the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act (RCRA)); and

WHEREAS, the Subgrantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Subgrantee, or, to the best of its knowledge, its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and

WHEREAS, a claim has not been asserted against the Subgrantee for liability under CERCLA §107 at the Property.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually

agreed by and between the parties as follows:

1. Grantor agrees to grant to Subgrantee the sum of not more than \$205,000 to be used by the Subgrantee for the Remediation Work (the "Project Grant Funds") subject to the terms and conditions herein. The Subgrantee is accountable to the Grantor for using EPA funds only for eligible and allowable costs under CERCLA 104(k) and the terms and conditions of Agreement Number 4B-00A00907-0.
2. Intentionally deleted.
3. Subgrantee shall carry out the Remediation Work in accordance with CERCLA 104 (k) and applicable terms and conditions of Grant Number 4B-00A00907-0. These requirements include those prohibitions on the use of Project Grant Funds found at CERCLA 104(k)(4)(B) for administrative costs, and response costs for which the Subgrantee is potentially liable at the Property under CERCLA 107.
4. The Subgrantee will comply with Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations 40 CFR Part 30 or Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 CFR Part 31 and all other applicable provisions of federal, state or local law.
5. The Subgrantee will provide the Grantor with all reports and other documents required for subgrantees or subawardees by 40 CFR Part 30 or 40 CFR Part 31, as applicable.
6. The Subgrantee will adhere to OMB Cost Principles found at (2 CFR Part 230 for Non-profits or 2 CFR Part 225 for State, Local or Tribal Governments or 2 CFR Part 220 for Educational Institutions).
7. Subgrantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act of 1931 (CERCLA 104(g)(1), 40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Grant Funds. The Subgrantee must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the remediation construction contract. In addition, the Subgrantee must maintain records verifying compliance with the Davis Bacon Act. Subgrantee will work with Grantor to ensure Grantor's Davis-Bacon requirements are met.
8. The Subgrantee shall provide the Grantor with a copies of all prior environmental assessments completed for the Property (collectively, the "Assessment"). The Subgrantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Subgrantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.

9. The Grantor shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using Project Grant Funds. The Grantor's environmental project manager will review the Subgrantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.
10. The Subgrantee shall prepare a Community Involvement Plan ("CIP") with the assistance and cooperation of the Grantor. The CIP shall include, where applicable, the following:
 - a. Copies of interviews or meetings conducted with residents and community leaders, local officials, and public interest groups.
 - b. Copies of news releases and other information that explains the proposed project, such releases and information to be disseminated throughout the area surrounding the affected area.
 - c. Procedures for the establishment of a local information repository at or near the Property that includes public information supplied by both the Subgrantee and the Grantor related to the proposed Remediation Work. The Subgrantee shall supply the Grantor with any additional information that would assist the Grantor in documenting the Remediation Work.
11. After the Subgrantee has prepared the CIP, the Subgrantee shall draft an analysis of brownfields cleanup alternatives that will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the cleanup proposed. The Subgrantee shall submit copies of the draft analysis of brownfields cleanup alternatives to the Grantor for approval. The Subgrantee agrees to accept advice and suggestions from the Grantor and to incorporate those suggestions or requests for revisions as appropriate.
12. After the Grantor has approved the draft analysis of brownfields cleanup alternatives, the Subgrantee shall make the document available for review and public comment for a period of not less than thirty (30) days from the date of publication of the public notice.
13. After the public comment period, the Subgrantee shall incorporate all appropriate comments, in the reasonable discretion of Subgrantee, into a final analysis of brownfields cleanup alternatives document and prepare a written response to the public comments, if appropriate.
14. After the analysis of brownfields cleanup alternatives has been finalized, the Subgrantee shall prepare a scope of work containing detailed design and construction plans and specifications for the Remediation Work including a budget and work schedule; a health and safety plan (OSHA 1910-120 - 126) and a quality assurance project plan which sets forth the manner and method of collecting samples to assure the complete removal of all hazardous substances that are located at the Property and are to be removed as a part of the Remediation Work (collectively, such documents are referred to as the "Project Documents") and submit same to Grantor for approval.

15. Prior to the initiation of the Remediation Work, including any cleanup activities, the Subgrantee must provide to the Grantor copies of all of the state required remedial planning and cleanup plan documents and the state's approval of those documents, if required. The Property will not be enrolled in , Maine's Voluntary Response Action Program; however, a Remedial Action Plan will be provided to the Maine Department of Environmental Protection (DEP) for review and approval, the Remediation Work will be overseen by the Maine DEP, and the Subgrantee will work with Maine DEP and EPA to ensure protection of human health and the environment during the performance of the Remediation Work.
16. The Subgrantee understands and agrees that all Project Grant Funds provided by Grantor to Subgrantee shall be used by the Subgrantee towards the cleanup and remediation of the Property identified in Exhibit 1. Subgrantee shall supply the Grantor with information pertaining to the cleanup and restoration of the Property and evidence of project feasibility in the form of a detailed project budget reflecting all project sources. All sources of project financing shall be supported by letters of interest and term sheets from an accredited lending institution.
17. Subgrantee shall retain ownership of the Property throughout the period of performance of the Remediation Work. For the purposes of this Agreement, the term "owns" means fee simple title unless EPA approves a different arrangement.
18. Subgrantee shall complete a competitive bidding process for the Project Grant Funds in accordance with Federal procurement requirements under Brownfield regulations.
19. The Subgrantee further understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used, and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Subgrantee's full compliance with the terms and provisions of the Project Documents and this Agreement.
20. The Project Grant Funds shall be payable to the Subgrantee as reimbursement for eligible and allowable expenses incurred by the Subgrantee based upon subgrantees actual disbursements for costs incurred for Remediation Work and consistent with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as Exhibit 2. No reimbursement shall be made to the Subgrantee without the written approval of the Grantor. The Grantor shall not advance nor be obligated to advance any Project Grant Funds to the Subgrantee prior to the receipt of properly executed lien waivers. Reimbursement of Project Grant funds to the Subgrantee will take place after the receipt of invoices for costs incurred for Remediation work, and review of all information, documents and back up information to support the reimbursement request.
21. Each reimbursement request should be accompanied by a summary memo prepared by the Subgrantee's Qualified Environmental Professional documenting the completed Remediation Work, a signed statement relative to the Remediation Work being eligible and allowable, and details regarding any discrepancies between the provided documentation (i.e., invoice amounts for costs incurred) and the requested disbursement amount. A tabulated detailed running budget of eligible tasks (including values previously reimbursed, values included in the current request, and remaining budget), properly executed lien waivers, invoices for costs incurred for Remediation Work, copies of the checks used to pay each invoice, and all appropriate

documents and back up information to support the reimbursement request shall be attached to the memo. Prior to the last disbursement of the Project Grant Funds, Subgrantee shall provide a final lien waiver and any other information reasonably requested by Grantor.

22. Reimbursement requests may be submitted as draft for initial review and comment. However, the draft version should be complete and contain all the documentation described above.
23. Subgrantee agrees that they shall keep all expenditures from the Project Grant Funds within the approved Budget. Subgrantee shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the Grantor.
24. The Grantor may withhold up to five (5%) percent of each payment requested as a retainage until the Subgrantee has completed the Remediation Work.
25. The awarding of this Grant shall be subject to:
 - a. Written authorization in the form of an order of the City Council authorizing the Subgrantee to accept the Project Grant Funds and authorizing Subgrantee's representative to execute this Grant Agreement on behalf of the Subgrantee.
 - b. Evidence by the Subgrantee that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property.
 - c. Evidence of general liability insurance coverage with limits of liability of \$400,000. All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement.
 - d. Identification of the competitively procured contractor and subcontractor selected by the Subgrantee for the Remediation Work, when determined, including documentation of the competitive procurement process.
 - e. The Grantor's receipt of cleanup project cost breakdown based upon estimates and prices supplied by the Subgrantee.

The Grantor reserves the right to waive any or all requirements of this section.

26. Subgrantee shall commence work on the Remediation Work within 180 days from the date of execution of this Agreement and shall complete and perform all of the Remediation Work within 365 days from the date of execution of this Agreement in accordance with the approved Schedule of Work attached hereto and made a part hereof as Exhibit 3.
27. In the event the Subgrantee experiences project delays which are beyond the control of the Subgrantee that result in the project timeline exceeding either the 180- or 365-day limits above, Grantor shall provide reasonable extensions to the deadlines in this section, to the extent that such extensions comport with Grantor's obligations under the BCRLF.
28. All Remediation Work performed pursuant to this Agreement and with Project Grant Funds shall be performed in a good and workmanlike manner.

29. The Subgrantee will provide the Grantor in a timely manner with all reports and other documents required for Subgrantee by 2 CFR 200 and 1500, as applicable, including clear documentation that the Project Grant Funds were used in compliance with the terms and conditions.
30. Subgrantee and performance of all Remediation Work shall comply with Section 106 of the National Historic Preservation Act. Determination of “no adverse effect upon historic properties” as defined by Section 106 shall be obtained from the Maine Historic Preservation Commission by Subgrantee and supplied to Grantor.
31. All material changes or modification to the Remediation Work or the Project Documents shall be approved in writing by the Grantor prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Subgrantee. In the event that unforeseen conditions are discovered during the implementation of the Remediation Work, the Subgrantee reserves the right to revise the cleanup action and the Project Documents.
32. Subgrantee, at its sole cost and expense, and from sources other than Grant Funds, shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement.
33. The Subgrantee shall:
- a. Notify the Grantor when the Remediation Work is complete. The notice shall contain certification or documentation that the Remediation Work is complete and has been performed in accordance with the terms of this Agreement. This notice shall summarize the actions taken, the resources committed, and the problems encountered in completion of the project, if any, and shall be submitted to the Grantor for review and approval before it is finalized.
 - b. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Subgrantee is a party, and which relate to the Project Grant Funds and the Remediation Work.
34. Subject to and within the defenses, protections, immunities, defenses and limitations of liability available to the Grantor or Subgrantee under the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq., or other applicable law, the Subgrantee agrees to protect, indemnify, defend and hold harmless, the Grantor, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Grantor may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Subgrantee as provided herein and caused in whole or in part by any act, error, or omission of the Subgrantee, its agents, servants, employees or assigns.

35. The Subgrantee shall erect a sign on the Property stating that the Remediation Work is being financed in part by BCRLF Grant Funds and the Grantor and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.
36. If the Subgrantee sells or transfers the Property to another non-related or affiliated business, entity or corporation prior to completion of the Remediation Work, then, in that event, the Subgrantee shall immediately repay the entire amount of Project Grant Funds advanced to Subgrantee to the Grantor. Any change in use of the property from the original agreement needs to be approved by the Grantor.
37. Any forbearance by the Grantor with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any of Grantor's rights or privileges granted hereunder.
38. In the event of a default of any of the terms or conditions of this Agreement then, in that event, the entire amount of Project Grant Funds disbursed to Subgrantee shall become immediately due and payable without the necessity of demand from Grantor. The Subgrantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each and "Event of Default"):
- a. The Subgrantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Grantor.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
 - c. The Subgrantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within sixty (60) days, unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from the Grantor to the Subgrantee, specifying said default, of, if such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the Grantor shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Subgrantee to the extent allowed by law.
 - d. Any proceeding involving the Subgrantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the Grantor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within ninety (90) days.
 - e. An order, judgment or decree is entered, without the application, approval or consent of the Grantor, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Subgrantee of all or a substantial part of its assets,

and such order, judgment or decree shall continue in effect for a period of ninety (90) days.

39. Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to Subgrantee by Grantor pursuant to this Agreement shall become due and payable, without presentment, demand, protest or notice of any kind to the Grantor, all of which are hereby expressly waived by the Subgrantee. Further, in the event Subgrantee fails to comply with the provisions of this Agreement, and fails to cure such non-compliance within any applicable cure period, the Grantor shall be entitled to exercise any of its rights hereunder, maintain an action in law or in equity against Subgrantee to recover damages incurred by the Grantor from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require Subgrantee (through injunctive relief or specific performance) to comply, and cure any failure to comply, with the provisions and covenants set forth herein.
40. The Subgrantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with 40 CFR Part 30 or Part 31, as applicable and generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of 3 years following the completion and close out of Agreement Number 4B-00A00907-0 except as follows:
- a. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
 - b. All available records and supporting documents shall be made available, upon request, for inspection or audit by the Grantor or its representatives or representatives of EPA, EPA's Office of Inspector General, the Comptroller General, or other authorized representatives of the Federal Government.
41. The Subgrantee agrees to permit the Grantor or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, upon reasonable notice and to copy therefrom any information that the Grantor desires relevant to this Agreement. The Grantor shall provide written notice to the Subgrantee prior to the execution of this provision. The Subgrantee agrees to deliver the records or have the records delivered to the Grantor or its designated representative at an address designated by such party. If the Grantor or its representative finds that the records delivered by the Subgrantee are incomplete, the Subgrantee agrees to pay the Grantor or its representative's costs to travel to the Subgrantee's office or other location where the books or records are located to audit or retrieve the complete records.
42. The Subgrantee will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the Subgrantee will undertake good faith efforts in compliance with 40 CFR Part 33 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE)
43. The Subgrantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of

the Grantor. The Subgrantee shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Grantor.

44. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.
45. All amendments to this Agreement shall be in writing and signed by both parties hereto.
46. It is expressly understood that a failure or delay on the part of the Subgrantee in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or Event of Default under this Agreement; however, the Subgrantee shall use its best effort to ensure that the Project is completed in a reasonable time without unnecessary delay.
47. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
48. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and so custom of practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.
49. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR:

Kristina Egan, Executive Director
Greater Portland Council of Governments
970 Baxter Boulevard, Suite 201
Portland, Maine 04103

TO THE SUBGRANTEE:

Danielle West, City Manager
City of Portland Maine
289 Congress St
Portland, ME 04101

or to such other address as a party may subsequently specify in writing to the other party.

50. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
51. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, hereunto duly authorized) as of the day and year first written above.

WITNESS:

SUBGRANTEE:
CITY OF PORTLAND MAINE

Printed Name: Danielle West
Its: City Manager

WITNESS:

GRANTOR:
GREATER PORTLAND COUNCIL OF
GOVERNMENTS

Printed Name: Kristina Egan
Its: Executive Director

Exhibit 1

Evidence that the City of Portland owns by way of **fee simple title** consisting of 20 acres that is part of the Fitzpatrick Stadium in Portland, Portland, ME (167E001001).

Exhibit 2

Remediation Work scope and budget

Exhibit 3

Schedule for Remediation Work

Other documents to be provided at closing:

- Due Diligence Memo
- Sampling Results
- Maine DEP approval of VRAP approach

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 16, 2025

SUBJECT: Order 165-24/25 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Councilors Anna Bullett and Wesley Pelletier

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 moratorium would prohibit new theaters and performance halls with a capacity exceeding 2,000 people for 180 days while the Housing and Economic Development Committee reviews and recommends amendments to the City Code to address concerns related to the impact of large entertainment venues on public parking, traffic congestion, public safety, and other City infrastructure. This moratorium would apply retroactively to December 1, 2024.

This item must be read on two separate days. It received its first reading on April 14. 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. Order - Establishing 180 Moratorium on Theater and Performance Halls
2. Public Comment - Order 165

Prepared by:

Date: 04/16/2025

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 ESTABLISHING A 180-DAY MORATORIUM ON THEATER AND
PERFORMANCE HALL PROJECTS WITH A CAPACITY EXCEEDING 2000 PEOPLE
IN THE CITY OF PORTLAND**

WHEREAS, land development, tourism and commerce on Portland's Downtown Peninsula have resulted in significant and demonstrable parking pressure, which has in turn created hardships for members of the public and commercial enterprises ; and

WHEREAS, increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources; and

WHEREAS, as set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities; and

WHEREAS, section 14.6.8.14 of the City's Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses; and

WHEREAS, the City's Land Use Code does not require a larger buffer between large theaters and performance halls, which should be considered to protect public safety and ensure that these venues are not clustered and do not overburden public infrastructure and city services or create unsafe road conditions for pedestrians, bicycles and vehicles; and

WHEREAS, an immediate temporary 180-day prohibition on approvals of new large theaters and performance halls is necessary in order to allow the City time to review and amend the City Code as necessary to prevent an overburdening of city services and public parking and other facilities, and to ensure safe traffic patterns for pedestrians, bicyclists and vehicles; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts justify a moratorium under 30-A M.R.S. § 4356(1) (A) and (B) and create an emergency under the City Charter, and require the following Moratorium as immediately necessary to prevent an overburdening of public facilities and for the preservation of the public health, safety and welfare; and

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, and notwithstanding the provisions of 1 M.R.S. § 302, the Portland City Council hereby ordains that a Moratorium shall be applied retroactively, to December 1, 2024, on any and all proceedings, applications, petitions, and approvals required under the City's Land Use Code that were or have been pending before any officer, board, or agency of the City on or any time after December 1, 2024 for the development of new theaters or performance halls with a capacity exceeding 2000 people; and,

BE IT ORDERED, that that no permit applications for any new theaters or performance halls with a capacity exceeding 2000 people shall be accepted, processed, reviewed, or approved by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City's Housing and Economic Development Committee shall review the City Code, including, but not limited to, Chapters 4, 6, 14, and 15 and develop amendments for consideration by the Planning Board and City Council to address the concerns addressed in this Moratorium; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of amendments to the City Code adopted pursuant to this Moratorium or October 25, 2025, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

Portland Music Hall

Jason Shapiro jshapiro@crecapgrp.com via portlandmaine.gov

Thu, Apr 10, 1:45 PM (4 days ago)

to publiccomment@portlandmaine.gov

Dear City Council-

I am writing you in support of the Portland Music Hall project and encourage you to pass it through the approval process as quickly as possible and abandon the moratorium designed to stop the development of this first-class music venue.

Though I am not a resident of the area, my family and I are frequent visitors to Portland and have come to love this area since the time our son went to college in central Maine several years ago. I believe that the development of Portland Music Hall will be a benefit to all in the community for years to come.

Please pass this project without further delay!

Thank you,
Jason Shapiro

The CRE Capital Group, LLC
160 NW 26th Street, Suite 201
Miami, Florida 33127
O: 305-697-1650
M: 305-496-3437

jshapiro@crecapgrp.com

Re: World Class Opportunity

Fred Forsley FForsley@shipyard.com via portlandmaine.gov

Apr 12, 2025, 8:20 PM (2 days ago)

to Publiccomment@portlandmaine.gov

> I strongly support the Portland Music Hall. Howard and Todd Goldenfarb have a long history of doing quality developments and restorations . In Fact Howard help renovate many of the historic building in the Old Port and did a first class job on everyone of those buildings.

>

> This will be an amazing venue for mid size acts and events !Portland has become a destination for Foodies and Beer lovers and this will only ad additional option to come and visit and enjoy our City.

>

> The moratorium is a very bad idea !

> The local tax revenue alone is enough to fast track this project.

>

> Portland should not lose this opportunity for more jobs and new attractions to bring additional life to Maine and Portland.

>

> My company Shipyard Brewing Company has been in Portland for over 30 years and over the last few years we have seen a higher then normal failure rate of restaurants. This will help bring more customers to the City and help keep new and existing venues open .

>

> Hopefully you will encourage the planning board to approve this project and let Portland benefit by this major investment in our City.

>

> Sincerely

> Fred Forsley

> Shipyard Brewing

>

>

>

>

> Sent from my iPhone

Order 164 24/25

Greg Gould greggould1000@gmail.com via portlandmaine.gov
Sun, Apr 13, 12:06 PM (22 hours ago)
to publiccomment

Members of City Council and Mayor Dion,

The title of Order 165, "Establishing A 180 Day Moratorium On Theater And Performance Hall Projects with A Capacity Exceeding 2000 People In The City Of Portland" obfuscates the orders true intent. The order should be titled "Block the concert venue partially owned and operated by Live Nation, a ruthless corporation with ruthless business practices, to save The State Theater. However, I have never taken issue with the State, or other venues in Portland, hosting Live Nation's acts. I even sometimes listen to Live Nation artists. Using City Council as a cudgel to force Live Nation to either work with The State Theater, or stay out of town, is the art of the deal". It has conflicting intentions and dubious outcomes.

I've organized over a hundred shows, so I have some context. Promoting shows is hard work. Everyone is always competing with someone bigger, and i appreciate councils instincts to protect a local institution, but here's the thing:

The State is a great place to see a show if you're 24. It's not such a good place to see a show if you're 44, and it gets worse for your ears and back the older you get. I am 54 and one of those who would rather go to Boston than see St. Vincent at the State. However, traveling is tough for me so I'll be missing the show.

I've read opinion pieces that this new venue should be built outside of Portland, that it isn't right for downtown. Council would be hypocrites if this is a reason for blocking the venue. The city is approving apartments without adequate parking, and declaring residents should rely on walking, biking, ride sharing, and public transportation. Buses usually stop before the end of shows, if there even is a bus to Scarborough, Westbrook, or wherever people who oppose this project downtown think the venue should go. Rather than block the venue, consider dedicated lots and a shuttle.

There is a need for this venue in Portland proper. I'm older and I want a clean modern venue with good acoustics, new seats, and better sightlines. If I read correctly, while General Admission capacity is more, both the State and this new venue have roughly the same number of seats. The State was built in 1929, later became a porn theater during the 70s and 80s until it was rescued and turned into the live music venue it is today. While that's nostalgic, the building, the sound, and the seats, just aren't up to snuff for shows in 2025. Blocking this venue is ageist and ableist.

A Live Nation owned venue creates deep pocketed competition for The State Theater. In or out of downtown, or outside Portland altogether, the competition is still there. Hopefully the State Theater ownership steps up, modernizes their venue, and opens their stage for artists that may not otherwise come to Portland. If the State Theater is viable outside of Live Nation, this new venue brings more music to Portland. If The State can't survive without Live Nation that's a whole different issue.

Last month I read there is already a stalemate between Live Nation and The State. In the Press Herald article from March 3rd, "Proposed Live Nation Venue Draws Opposition From Portland Arts Organizations" State Theater President Lauren Wayne complained that Live Nation won't book shows in Portland now, and are going to Bangor instead. No matter what, Lauren needs to start to look at other options.

There are loads of companies with questionable business practices in Portland. Starbucks closed their two unionized shops but the city is still allowing them to knock down trees and build a new store with a drive through in Northgate. Live Nation has a reputation for ruthless business practices. If the city council has issues with that, they can address those individually, but don't pass order 165. I want to go to a modern venue with better sound.

Greg Gould - 168 Milton Street Portland

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 16, 2025

SUBJECT: Order 166-24/25 Accepting and Appropriating at \$10,000 Maine Bureau of Highway Safety Grant - 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:

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

I. SUMMARY

Accept and appropriate \$10,000 in Pedestrian Safety Enforcement funds from the Bureau of Highway Safety.

II. AGENDA DESCRIPTION

This item accepts and appropriates a \$10,000 grant awarded to the Police Department by the Maine Department of Highway Safety. This award will fund pedestrian safety enforcement details in the City.

This item must be read on two separate days. It received its first reading on April 14 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

The City of Portland recently experienced a sudden and alarming uptick in motor vehicle/pedestrian crashes. According to statistics compiled by the Portland PD Traffic Unit, the City experienced a total of 137 accidents involving pedestrians in the 36-month period beginning January 1, 2022. This averages out to just under 47 motor vehicle/pedestrian accidents per year. Of the 137 pedestrian-involved accidents, 8 (5.8%) resulted in a pedestrian fatality. During the first two months of 2025, 15 motor vehicle/pedestrian accidents were reported in the city. Of those 15 accidents, 3 (20%) resulted in a fatality. At this rate, the city is on track to almost double the average number of pedestrian accidents in 2025.

Approximately 62% of the pedestrian accidents reported since 1/1/2022 occurred during the hours of 1100 and 2000, with over 80% occurring on a weekday (Monday-Friday). Geographically, the accidents have been distributed throughout the city with a higher concentration on main thoroughfares (Brighton Ave, Congress St, Cumberland Ave, and Forest Ave) and their immediate intersecting side streets.

In terms of ambient conditions, more than 80% of the accidents occurred during clear weather and just over

60% occurred during daylight hours. Six of the eight fatalities, however, occurred at night.

Pedestrians and motor vehicle operators shared blame for pedestrian involved accidents. The most common motor vehicle violation was Failure to Yield the Right of Way. Although no pedestrians were issued citation for their actions, some common factors emerged from the most serious accidents: dark clothing, improperly in the roadway, failure to obey traffic signal and jaywalking.

Like many law enforcement agencies, Portland PD is struggling to hire and retain personnel. With declining staffing numbers, officers are often limited to responding to calls for service and are unable to engage in proactive policing to include traffic enforcement. This award provides funds specifically for pedestrian safety overtime enforcement details. Officers will focus on pedestrian safety city-wide with emphasis on the corridors mentioned above. Details will be four hours in length and may consist of one or two officers depending upon availability. Single officer details will consist of an officer in a vehicle or motorcycle observing intersections, crosswalks and other location for violations. Citations will be issued to the vehicle operators or pedestrians who commit an infraction. When possible, two officers will work a detail with one in plain clothes observing and reporting violations to a second, uniformed officer who will issue citations as appropriate.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Provide high visibility enforcement of pedestrian safety related laws with the ultimate goal of reducing motor vehicle/pedestrian involved crashes.

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 Accepting Maine Department of Highway Safety Pedestrian Safety Grant
2. Highway Safety Award Doc
3. FFY25 Portland Ped Grant App

Prepared by:

Date: 04/16/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AND APPROPRIATING A \$10,000 MAINE BUREAU OF
HIGHWAY SAFETY GRANT**

ORDERED, that a grant in the amount of \$10,000 from the Maine Bureau of Highway Safety is hereby accepted and appropriated to the Portland Police Department to support high visibility pedestrian safety enforcement; and

BE IT FURTHER ORDERED, that the City Council hereby approves the attached Grant Agreement in substantially the form attached hereto and 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 and this order; and

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

SUBGRANT CONTRACT

DO NOT ENCUMBER

PLEASE RETURN TO:
BUREAU OF HIGHWAY SAFETY
LAUREN STEWART, DIRECTOR
45 COMMERCE DRIVE, SUITE 1
STATE HOUSE STATION 164
AUGUSTA, MAINE 04333-0164

SUBGRANT #: [PS25-008](#)

APPROVAL DATE: [04/04/2025](#)

PROJECT PERIOD: [04/04/2025 TO 09/15/2025](#)

[013 16A 322P 012 6401 PS008](#)

The Bureau of Highway Safety, hereinafter called the subgrantor, herewith agrees to provide funds in accordance with the provisions of the Highway Safety Act of 1966, as amended, and appropriate state statutes and regulations to:

Subgrantee Legal Name: [Portland Police Department](#)

hereinafter called the subgrantee, for the purposes and in the amounts contained in the subgrant application submitted by the subgrantee and approved by the subgrantor.

The subgrantee agrees to the terms and conditions stated in the approved subgrant application on file at the office of the subgrantor which are made a part of this contract by reference. The subgrantee agrees to comply with the reimbursement procedures required by the subgrantor and with all special conditions imposed by the subgrantor in approving the award.

The subgrantee agrees to provide the required matching contributions as specified in the approved subgrant application for your [2025 Pedestrian Safety](#).

For the Subgrantor - Bureau of Highway Safety

Federal: [\\$10,000.00](#)

[E016000032 C](#)
[Portland City Of](#)
[109 Middle Street](#)
[Portland, ME, 04101](#)

		<u>Director</u>
Date:	Authorized Signature Lauren V. Stewart	Title
		<u>Chief of Police</u>
Date:	Authorized Signature for Subgrantee Mark Dubois	Title

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE DEPARTMENT OF THE ATTORNEY GENERAL ON MAY 6, 1996.

This contract is valid only if signed by an authorized representative of the applicant and BHS and has been approved by the Maine Division of Purchases.

This subgrant award is conditional upon subsequent legislative or executive action, federal or state, which may result in a budget recision, deferral or revision. Approval may also be contingent upon a current year comprehensive plan approval by NHTSA.



**SUBRECIPIENT
APPLICATION FOR
HIGHWAY SAFETY
NHTSA FEDERAL
FUNDS FFY 2025**

Lauren V. Stewart, Director
Maine Bureau of Highway
Safety 45 Commerce Drive,
Suite 1 164 State House Station
Augusta, ME 04333
Phone: 207-626-3840
www.maine.gov/dps/bhs

1. Grant/Project Title

2025 Pedestrian/Motor Vehicle Traffic Enforcement

**2. Project Budget Period &
Period of Performance**

April 1, 2025 to September 15, 2025

3. Applicant Information

	Applicant Agency	State of Maine Vendor Info
Name	Portland Maine Police Department	Portland, City of
Address Line 1	109 Middle Street	109 Middle Street
Address Line 2		
City, State and Zip Code	Portland, ME 04101	Portland, ME 04101
Federal Employer Number		016000032
Unique Entity ID Number		LZKCFAJXBAC8
State of ME Vendor Number		VC1000073492

4. Legal Authority

	Individual Who Has Legal Authority to Sign this Subrecipient Grant Application
Name	Mark Dubois
Title	Chief of Police
Address Line 1	109 Middle Street
Address Line 2	
City and Zip Code	Portland, ME 04101
Direct Telephone Number	(207) 874-8600
Fax Number	(207) 874-8521
E-mail Address	mdubois@portlandmaine.gov

**5. Project Director and
Finance Officer/Payroll
Representative**

	Project Director (Project Director must be different from Legal Authority)	Finance Officer or Payroll Representative
Name	Ben Noyes	Krystal Gallant
Title	Sergeant	Principal Financial Officer
Address Line 1	109 Middle Street	109 Middle St
Address Line 2		
City and Zip Code	Portland, ME 04101	Portland, ME 04101
Direct Telephone Number	(207) 874-8554	(207) 874-8954
Fax Number	(207) 874-8586	N/A
E-Mail Address	benn@portlandmaine.gov	kgallant@portlandmaine.gov

6. Population of Project Area

68,408

7. Congressional District Served☒ 1st☐ 2nd☐ Both**8. Project Description Summary**

Targeted enforcement (in high pedestrian crash locations) to reduce the number of pedestrian crashes and fatalities in the State of Maine.

9. Budget Summary and Total Federal Award

This section will auto-complete from budget and match worksheets on pages 12 & 14

	Federal	Match	Total
Personal Services	\$ 10,000.00		\$ 10,000.00
Travel	\$ 0.00		\$ 0.00
Equipment (\$10,000 or more in value)	\$ 0.00		\$ 0.00
Consultant	\$ 0.00		\$ 0.00
Other	\$ 0.00	\$ 2,500.00	\$ 2,500.00
Total	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00

10. Seat Belt Policy

Any subrecipient entity receiving a grant must have a written seat belt policy. Does your agency have and enforce a seat belt use policy? You may be asked to provide a copy of this policy

☒ Yes☐ No

11. Department of Public Safety Civil Rights Discrimination

Any subrecipient receiving a grant must meet the requirements of the Department of Public Safety's civil rights discrimination policies. Does your agency meet the Department of Public Safety civil rights discrimination policies' requirements? (www.maine.gov/dps/policy/index.html)

☒ Yes	☐ No
---	-----------------------------

12. Federal Funding Accountability and Transparency Act

Has your agency...

Yes ☐	No ☒	...received 80% or more in annual gross revenues from federal awards in the preceding fiscal year?
Yes ☐	No ☒	...received \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year.
Yes ☐	No ☒	The public <u>does not</u> have access to information about the compensation of the senior executives of the entity. (PLEASE NOTE: The public has access to State and local government agency records (e.g. salary information), as well as information about State and local law enforcement agencies. Therefore, these entities don't meet Requirement #3 and do not have to report requested information)

If "Yes" was answered to all three questions above, fill in the following information for the five most highly compensated officers:

	Name	Total Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

13. Legal Authority

I, the undersigned, for and on behalf of the named applicant entity, do herewith apply for federal funds under this grant agreement, and agree to comply with all conditions, terms, and certifications and assurances. I certify our compliance with requirements outlined elsewhere in this application.

(This signature must be the same person listed in Section 4.)

Legal Authority Signature:

Date:

Subrecipient Pre-Award Risk Assessment - FINANCIAL (TO BE COMPLETED BY THE SUBRECIPIENT FINANCE OFFICER)

1. Has your agency received an audit in accordance with 2 CFR Part 200 Subpart F?

☒ Yes ☐ No ☐ N/A

Date(s) of previous audit(s) : March 2024

Results of previous audit : Qualified and Unmodified

- Was the same or similar sub award audited last year? ☐ Yes ☒ No ☐ N/A
- Was the audit opinion unmodified? ☒ Yes ☐ No ☐ N/A
 - o Please explain and/or attach documentation for modified opinion.

2. Does your agency receive monitoring directly from a Federal Awarding Agency?

☐ Yes ☒ No ☐ N/A

If yes, which Federal Awarding Agency: N/A

3. Did the Federal Agency determine that there were no financial or compliance issues?

☐ Yes ☐ No ☒ N/A

Please explain the compliance issues as a result of the federal awarding agency's monitoring.

4. Has the accounting system used to track federal grants changed during the previous year?

☐ Yes ☒ No

If yes, please explain changes in your accounting system during the previous year.

5. Was a separate account established to track grant related expenditures?

☒ Yes ☐ No

If no, please explain?

All non-Federal entities that expend \$1,000,000.00 or more of federal awards during the non-federal entity's fiscal year are required to obtain an annual audit in accordance with 2 CFR Part 200.514 Scope of Audit. Grantees are required to **notify the Bureau** when an audit occurs and results in a finding of Federal funds awarded by the Bureau.

Subrecipient Pre-Award Risk Assessment - PROGRAM
(TO BE COMPLETED BY LEGAL AUTHORITY OR PROJECT DIRECTOR)

1. Has your agency previously received federal or state grants similar to this award?
☒ Yes ☐ No

Please explain: We have received traffic enforcement grants for upwards of 25 years.

2. Has your agency had at least 3 years of experience with any federal grants?
☒ Yes ☐ No

If yes, what federal agency?:

DOJ, FEMA

3. Are your grant files stored in a secure location with limited access?

Yes

4. Has your agency's personnel changed during the previous year?
☒ Yes ☐ No

If yes, please explain the changes:

New Principal Financial Officer as of July 2024.

5. Has your agency's organization changed during the previous year?
☐ Yes ☒ No

If yes, please explain changes in your organization:

MeBHS must be notified of any changes during the federal fiscal year

GRANT APPLICATION QUESTIONS

Please respond to each of the questions listed below.

1. PROBLEM IDENTIFICATION

State the problem that you wish to address, in concise terms for each separate traffic safety opportunity you apply for. Include a full description of the nature and extent of the problem including demographics regarding who is impacted by the problem(s) in your community. Address the five W's (who, what, when, where, and why) in your response and then how your project will make an impact.

Please include an analysis of trends in crash fatalities, crash injuries, property damage, and other data pertaining to your problem for the prior three calendar years, if possible. Data analysis should include fatality, injury, enforcement, judicial, geospatial, and sociodemographic and other local data or results of community engagement activities as necessary to describe the problem and relate to achievable and measurable goals.

The City of Portland recently experienced a sudden and alarming uptick in motor vehicle/pedestrian crashes. According to statistics compiled by the Portland PD Traffic Unit, the City experienced a total of 137 accidents involving pedestrians in the 36 month period beginning January 1, 2022. This averages out to just under 47 motor vehicle/pedestrian accidents per year. Of the 137 pedestrian-involved accidents, 8 (5.8%) resulted in a pedestrian fatality. During the first two months of 2025, 15 motor vehicle/pedestrian accidents were reported in the city. Of those 15 accidents, 3 (20%) resulted in a fatality. At this rate, the city is on track to almost double the average number of pedestrian accidents in 2025.

Trend Data - Pedestrian Crashes (data from Maine Public Crash Query Tool)

2022 - 40

2023 - 41

2024 - 53

Approximately 62% of the pedestrian accidents reported since 1/1/2022 occurred during the hours of 1100 and 2000, with over 80% occurring on a weekday (Monday-Friday). Geographically, the accidents have been distributed throughout the city with a higher concentration on main thoroughfares (Brighton Ave, Congress St, Cumberland Ave, and Forest Ave) and their immediate intersecting side streets.

In terms of ambient conditions, more than 80% of the accidents occurred during clear weather and just over 60% occurred during daylight hours. Six of the eight fatalities, however, occurred at night.

Pedestrians and motor vehicle operators shared blame for pedestrian involved accidents. The most common motor vehicle violation was Failure to Yield the Right of Way. Although no pedestrians were issued citation for their actions, some common factors emerged from the most serious accidents: dark clothing, improperly in the roadway, failure to obey traffic signal and jaywalking.

Like many law enforcement agencies, Portland PD is struggling to hire and retain personnel. With declining staffing numbers, officers are often limited to responding to calls for service and are unable to engage in proactive policing to include traffic enforcement. We are seeking grant funding to schedule overtime enforcement details. Officers will focus on pedestrian safety city-wide with emphasis on the corridors mentioned above. Details will be four hours in length and may consist of one or two officers depending upon availability. Single officer details will consist of an officer in a vehicle or motorcycle observing intersections, crosswalks and other location for violations. Citations will be issued to the vehicle operators or pedestrians who commit an infraction. When possible, two officers will work a detail with one in plain clothes observing and reporting violations to a second, uniformed officer who will issue citations as appropriate.

The Portland Police Department PIO will notify the media of our efforts and will continue to post pedestrian safety information on our social media accounts.

2. MEASURABLE GOAL

The project goal must be measurable and attainable

Describe the overall program goal and any objectives you will set to attain the goal. The measurable goal will directly relate to and support your problem identification and should include a “from/to” statement. Example "...from 52 (Prior year crashes) in 2023 (Prior year) to 49 (Goal)...."

The primary goal of this project is to reduce ped/mv related crashes from _____ in _____ to _____ by September 15, 2025.

Please use the box below for any additional information.

The primary goal of this project is to reduce ped/MV related crashes from avg of 7 per month in Jan/Feb to avg of 4/month by September 15th, 2025.

****Law Enforcement HVE Subrecipients Only****

***We will conduct 320 hours of dedicated overtime ped/mv enforcement during the dates, times, and locations identified in our plan to ensure full participation in the enforcement grant period and to ensure we attain the measurable project goal.**

3. ACTIVITIES TO ACCOMPLISH PROJECT GOAL

List the activities you will perform to accomplish your project performance goal. **There must be at least one (1) activity for each goal listed on page #8.**

We will accomplish our project goal by:

Conducting 80 high visibility enforcement details in the City of Portland.

Details will be four hours in length and may consist of one or two officers depending upon availability. Single officer details will consist of an officer in a vehicle or motorcycle observing intersections, crosswalks and other location for violations. Citations will be issued to the vehicle operators or pedestrians who commit an infraction. When possible, two officers will work a detail with one in plain clothes observing and reporting violations to a second, uniformed officer who will issue citations as appropriate.

Issuing citations to pedestrians and motor vehicle operators for observed infractions.

Conducting social media activities to draw attention to pedestrian safety.

4. PROJECT PERIOD EVALUATION

For each program activity identified in Section 3, please explain how you plan to evaluate the success of your project performance.

- a. How you will plan to evaluate or determine the impact your performance had on the problem/project/focus group/demographic group you identified and what changes have resulted from your project?
- b. How do you propose to measure the status of the problem after project activities are completed? Refer to your problem identification as needed.

*You will also include this information on your Final Narrative Summary Progress Report.

We will utilize Maine Crash monitor motor vehicle accident data with particular concern for pedestrian involved accidents. We will also monitor traffic stop and citation data utilizing our CAD system and eCitation.

5. JUSTIFICATION

On the following pages, please provide a budget description for how your agency will use grant funds. For each of the following budget categories, describe any anticipated grant related expenditures in the box below:

- a. **Personal Services.** Allowable salary costs associated with the administration of the grant in compliance with all Uniform Guidance (refer to 2 CFR 200.430 and 200.431)
- b. **Travel.** Anticipated allowable travel costs associated with the administration of the grant. List each item separately and be specific. Refer to the Contract Terms and Conditions “Out-of-State Travel”, for further information on out-of-state travel restrictions. Please contact your Highway Safety Coordinator for more information regarding allowable travel expenses. (State travel SAAM & 2 CFR 200.474)
- c. **Consultants. ALL CONSULTANT CONTRACTS MUST BE COMPETITIVELY BID.** Sole source procurements will be approved only when very specific circumstances exist. Consultant and any applicable contract costs must be identified separately and detailed in the budget description. Consultant costs in excess of \$250.00 per day will require justification and prior approval from the Bureau of Highway Safety.
- d. **Other.**

Please see budget breakdown on page 12.

BUDGET WORKSHEET

(Utilize this worksheet to calculate budget estimates for Budget Summary on page 3)

Description of Estimated Costs for Personal Services (be specific)	
Overtime Rate for Police Officer: \$65.00	
Maine State Retirement 3C Plan: \$8.58	
Medicare 1.45%: .94	
Total Hourly Rate (OT plus eligible Fringe): 74.52	
x four hour details: \$298.08	
x 80 details: \$23,846	
***MeBHS Reduced funding from \$23,846 to \$10,000 to start as this is the	
agencies first HVE Grant since 2020***	
Total Budget for Personal Services:	\$ 10,000.00 (do not enter \$ symbol, it will populate automatically)

Description of Estimated Travel Expenses (be specific)	
Total Budget for Travel Expenses:	(do not enter \$ symbol, it will populate automatically)

Equipment (with prior written authorization)	
to be used ONLY for equipment purchases THAT EXCEED \$10,000.00	
Item	Estimated Cost
1.	(do not enter \$ symbol, it will populate automatically)
2.	(do not enter \$ symbol, it will populate automatically)
Total Budget for Equipment Expenses	\$ 0.00 (do not enter \$ symbol, it will populate automatically)

Description of Estimated Consultant Fees (be specific)	
Total Budget for Consultant Fees:	(do not enter \$ symbol, it will populate automatically)

Other	
Use box on prior page for description of other anticipated grant related expenditures.	
Total Budget for Other Expenses:	(do not enter \$ symbol, it will populate automatically)

FEDERAL EXPENDITURE MATCH

Federal grants administered by the Bureau of Highway Safety are not intended to fully fund an entire project as outlined in this application. Grants are intended to fund 80% of the total project cost. The remaining 20% of the total project cost shall be borne by the subrecipient as a cash or in-kind contribution (match) as determined by the Bureau. In-kind matches are expenses borne by your agency during the grant period outlined in this application, in which those services contributed to activities associated with this grant. All in-kind match sources must comply with all federal regulations and must be supported with documentation to support the costs. In-kind match documentation shall be retained per federal regulation and be available for audit by the Bureau of Highway Safety.

To calculate your total project cost, divide your federal grant award by 0.80, see example below: \$8,000.00 (**federal funds**) divided by .80 = \$10,000.00 (**total project cost**)

To calculate your agency's match requirement, you would then multiply your total project cost by 0.20 (20%):
\$10,000.00 multiplied by .20 = \$2,000.00 (**your match cost**)

The above **example** would be documented in your proposed grant budget on page 2 as follows:

Budget Summary (Use totals from Budget Worksheet and Match Worksheets)

	Federal	Match	Total
Personal Services	\$8,000.00		\$10,000.00
Travel			
Equipment (\$10,000 or more in value)			
Consultant			
Other		\$2,000.00	
Total	\$8,000.00	\$2,000.00	\$10,000.00

MATCH CALCULATION WORKSHEET

(Utilize this worksheet to calculate match estimates in column 2 of the Budget Summary on page 2)

Description of Estimated Match Costs for Personal Services (be specific)
Salary of 1) Principal Financial Officer Krystal Gallant who will provide financial management of the grant. 10 hours @ \$40.39/hour = \$403.90, 2) Traffic Unit Sgt Ben Noyes who will schedule details and provide programmatic management of the grant 20 hours @ 50.71/hour = 1014.20 3) PPD PIO who facilitate media activities related to the grant 5 hours @ \$45.26= \$226.30 4) PPD Planning and Research Coordinator who will handle program reporting 10 hours @ \$48.23 = \$482.30 and Straight time for police officers conducting motor vehicle/pedestrian enforcement during regular shifts 118 hours @ \$32.5 = \$3835
Total Match Contribution for Personal Services: \$ 2,500.00 (do not enter \$ symbol, it will populate automatically)

Description of Estimated Match Travel Expenses (be specific)
Total Match Contribution for Travel Expenses: (do not enter \$ symbol, it will populate automatically)

Description of Estimated Consultant Fees (be specific)
Total Match Contribution for Consultant Fees: (do not enter \$ symbol, it will populate automatically)

Other (be specific)
Total Match Contribution for Other Expenses: (do not enter \$ symbol, it will populate automatically)

CONTRACT TERMS AND CONDITIONS

The following Contract Terms and Conditions pertain to any contract that is made as the result of a subrecipient grant given out by the Bureau of Highway Safety to any agency. The term “subrecipient agency” refers to any agency to which the Bureau of Highway Safety has provided a subrecipient grant. “Bureau” refers to the Bureau of Highway Safety.

1. Property and Equipment (200.313)

- a) **Maintenance and Inventory:** The subrecipient agency shall maintain and inventory all property and equipment purchased under this contract and make that inventory available for periodic inspection by the Bureau.
- b) **Utilization:** The property and equipment purchased under this contract must be utilized by the subrecipient agency for the sole purpose of furthering the traffic safety efforts of the subrecipient agency for the entire useful life of the property or equipment.
- c) **Non-expendable Property:** Non-expendable property is defined as property or equipment having a value of \$10,000.00 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Bureau. Equipment with a value greater than \$4,999.99 cannot be purchased without special permission in writing from the Bureau. The National Highway Traffic Safety Administration (NHTSA) regulations regarding the use, management and disposition of grant-funded equipment specify that the State and its subrecipients manage and dispose of (if necessary) equipment acquired under the Federal highway safety grant program in accordance with all applicable State laws and procedures.

Prohibition on certain telecommunications and video surveillance services or equipment §200.216

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;

- (2) Extend or renew a contract to procure or obtain; or

- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Additional Equipment Management - §200.313

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the

terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$10,000.00 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in §200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$10,000.00 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$1,000.00 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

Domestic preferences for procurements - §200.322

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. Public Information Campaigns, Promotional Materials, Reports: All public information media, promotional campaigns, public information and educational materials, reports, papers, publications, or other items developed using grant funds must be reviewed and approved by the Bureau **BEFORE** final production and release. This includes, but not limited to brochures, posters, pamphlets, or other media messages. If items are not pre-approved, the Bureau may not reimburse those costs. All promotional items and educational materials produced or purchased using funds from this contract must also be preapproved by the Bureau in the original grant application. Any such items approved must contain this statement: "Funded by a grant from the

Maine Bureau of Highway Safety”.

All video materials intended for general public viewing must be close-captioned.

3. Reimbursement

- a) **General:** Reimbursements, based upon actual and allowable expenditures, may be made upon receipt of an itemized reimbursement request, using Bureau forms, from the subrecipient. The itemized reimbursement request shall be supported by documentation of all actual and allowable expenditures as prescribed by the Bureau. **Each reimbursement request will accompany a progress report and will be submitted based on the schedule prescribed by the Bureau.**
- b) **Approval:** The Bureau shall approve the itemized reimbursement request prior to reimbursement.
- c) **Back to Back Details:** (FOR LAW ENFORCEMENT subrecipients only) The Bureau will **NOT** reimburse any officer conducting back-to-back details. Details must have a minimum of 1-hour break in between scheduled details.
- d) **Unapproved Costs:** All rejected or unaccepted costs shall be borne by the subrecipient agency. The subrecipient agrees that in the event the Bureau determines that, due to Federal or State regulations, grant funds must be refunded, the subrecipient agency will reimburse the Bureau a sum of money equal to the amount of Federal and State participation in the rejected costs. **Vehicle use and fuel are not reimbursable expenses and may not be added into the overtime rate of an officer.**
- e) **Final Reimbursement Claims:** Final reimbursement claims must be received by the Bureau of Highway Safety within 15 days following the close of the approved grant period unless otherwise stated in this application. Project expenditures not claimed by this date are subject to reimbursement denial.
- f) **Expending Funds Under This Grant:** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract end date.
- g) **Reimbursement for Drug Recognition Expert Training** (For Law Enforcement subrecipients only): Reimbursement for DRE travel, meals, transportation, lodging, etc. is dependent on the successful completion of DRE Course.
- h) **Reimbursement for Forensic Phlebotomy Training** (For Law Enforcement subrecipients only): Reimbursement for the Forensic Phlebotomy training course is dependent on successful completion of the course.

4. Project Costs and Match: It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual overtime cost basis by the subrecipient agency. The amount of reimbursement from the Bureau shall not exceed the estimated funds budgeted in the approved contract. The subrecipient agency shall initiate and pursue to completion all actions necessary to enable the subrecipient agency to provide its share of the project costs at or prior to the conclusion of the project.

5. **Program Income:** Program income must be approved by the Bureau in advance. Any income earned during the contract period shall be retained by the subrecipient agency and added to the funds committed to the project by the Bureau and be used to further eligible program objectives. Program income must be accounted for separately for the records made available for audit purposes. Any projects with related program income **must** be pre-approved as such by the Bureau. *Program income* means gross income earned by the non- Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307 paragraph (f). (See §200.77 Period of performance.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also §200.407 Prior written approval (prior approval). See also 35 U.S.C. 200-212 “Disposition of Rights in Educational Awards” applies to inventions made under Federal awards.

6. **Project Directors:** The Project Director, as specified on the signature page of the Application for Highway Safety Funds, must be an employee of the subrecipient agency or the subrecipient agency’s governing body. Any exception to this provision must have the expressed written approval of the Bureau.

7. Required Reporting:

- a) **Community Engagement Reporting:** Complete and provide the community Engagement reporting questions.
- b) **Reimbursement Request:** The Bureau must receive a completed reimbursement request with a signature from the “Legal Authority” noted on the application.
- c) **Financial Report:** Complete and provide the Bureau with an original signature from the Finance Director noted on the grant.
- d) **Law Enforcement Crash Reduction Overtime Patrol (CROP) Reports:** These reports are to be signed by the officer conducting the CROP and must be accurately reflected in the Financial Summary Report. Citation numbers from all citations must be listed on the CROP Report. Copies of these citations must be provided at request of the Bureaus and must be available for review during any on-site visit. **CROP Reports dates, times, and locations must match the subrecipient’s problem identification. Overtime enforcement patrols cannot be scheduled for longer than 4 hours, excepts: Impaired driving enforcement overtime patrols may be scheduled up to 6 hours.**
- e) **Progress Reports:** Unless otherwise directed, the subrecipient agency must submit Progress Reports at the time of reimbursement request to the Bureau, on forms provided by the Bureau, which reflect the status of project implementation and attainment of stated goals. **A narrative for each progress report must be completed.**
- f) **Final Progress Report:** A Final Progress Report, summarizing and evaluating the entire grant project period, must be submitted to the Bureau with the final reimbursement request. Unless otherwise noted, the forms provided by the Bureau, must

be utilized for the Final Progress Report. If the subrecipient agency fails to submit a Final Progress Report or submits an incomplete Final Progress Report, the subrecipient agency will be subject to having reimbursement requests withheld. Once a Final Progress Report that substantiates adequate progress is received, reimbursement requests may be processed.

8. Travel and Transportation Costs - §200.474

The Bureau will follow the State Administrative and Accounting Manual for approving travel for individuals in an Agency as part of an approved subrecipient grant award. The State travel policy can be found within www.maine.gov. The Bureau will also follow the Uniform Guidance §200.474 for travel and transportation costs:

- a) *General.* Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's, non-federally-funded activities, and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of §200.444, General costs of government, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.
- b) *Lodging and subsistence.* Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award, supporting documentation must justify that:
 - i. Participation of the individual is necessary to the Federal award; and
 - ii. The costs are reasonable and consistent with non-Federal entity's established travel policy.
- c) *Temporary dependent care costs* (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences is allowable provided that:
 - i. The costs are a direct result of the individual's travel for the Federal award;
 - ii. The costs are consistent with the non-Federal entity's documented travel policy for all entity travel; and
 - iii. Are only temporary during the travel period.
 - iv. Travel costs for dependents are unallowable, except for travel of duration of six months or more with prior approval of the Federal

awarding agency. See also § 200.432 Conferences.

- d) In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11, (“Travel and Subsistence Expenses; Mileage Allowances”), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).
- e) *Commercial air travel.*
 - i. Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:
 - a. Require circuitous routing;
 - b. Require travel during unreasonable hours;
 - c. Excessively prolong travel;
 - d. Result in additional costs that would offset the transportation savings; or
 - e. Offer accommodations not reasonably adequate for the traveler's medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.
 - f. Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-Federal entity's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.
- f) *Air travel by other than commercial carrier.* Costs of travel by non-Federal entity-owned, leased, or chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section, is unallowable.

9. Indirect Cost Rate - §200.332 (a) (4)

(4)(i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d).

§200.414 (f)

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 15% de minimis indirect cost rate. As described in §200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

10. Performance:

NOTE FOR LAW ENFORCEMENT SUB-RECIPIENTS ONLY: The Bureau will not reimburse an agency for any traffic enforcement details with zero contacts and/or when an officer conducts activities unrelated to the grant.

All grants provided by the Bureau are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any subrecipient agency, whose performance is deemed unsatisfactory by the Bureau, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Bureau to reduce or deny future funding.

During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c) To permit access to its books, recodes, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d) That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contract/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e) To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement receiving Federal funds under this program.

11. Records Access and Retention: The subrecipient agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Bureau, the State, or NHTSA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Subrecipient agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Bureau, for such inspection and audit. Where any information required of the Subrecipient agency is in the exclusive possession of another who fails or refuses to furnish this information, The Subrecipient agency shall so certify to the Bureau, State, or NHTSA, as appropriate, and shall set forth what efforts it has made to obtain the information.

12. Sanctions for Non-Compliance: The applicant subrecipient agency agrees that if it fails or refuses to comply with any provisions and assurance in this contract, the Bureau may take any or all of the following actions:

- a. Cancel, terminate, or suspend this contract in whole or in part;
- b. Withhold reimbursement to the Subrecipient agency until satisfactory compliance has been attained by the Subrecipient agency;
- c. Refrain from extending any further funding to the Subrecipient agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Subrecipient agency;
- d. Refer the case to the United States Department of Justice for appropriate legal proceedings.

13. Cancellation, Termination, or Suspension of Contract

- a. **By the Bureau:** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Bureau; by giving the Subrecipient agency thirty (30) days advanced written notice. The Bureau, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Subrecipient agency a reasonable opportunity to correct for noncompliance.
- b. **By the Subrecipient agency:** The subrecipient agency may terminate this contract by providing thirty (30) days advanced written notice to the Bureau.

Termination - §200.340

- (a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or

(5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—

(i) Has exhausted its opportunities to object or challenge the decision, see §200.342; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal

entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.

14. Completion Date: Unless otherwise authorized in writing by the Bureau, the Subrecipient agency shall commence, carry on, and complete the project as described in the approved Highway Safety Grant Award or Contract by September 30th of the Federal fiscal year for which the project was approved. **The subrecipient agency cannot incur costs after September 30th of the Federal fiscal year for which the project was approved, By federal statute, the Bureau cannot and will not reimburse the Subrecipient agency for costs incurred on or after October 1, of the following Federal fiscal year.**

15. Audit: All non-Federal entities that expend \$1,000,000.00 or more of federal awards during the non-federal entity's fiscal year are required to obtain an annual audit in accordance with 2 CFR Part 200.514 Scope of Audit except when it elects to have a program specific audit conducted in accordance with 200.507. Entities expending less than \$1,000,000 in a year are exempt from Federal audit requirements except as noted in 200.503, but must make records available for review or audit by Federal agencies or pass-through entities (non-Federal entities from whom they receive Federal funds), if requested. Grantees are required to **notify the Bureau** when an audit occurs and results in a finding of Federal funds awarded by the Bureau.

16. Civil Rights Discrimination: Grantees must adopt a policy and train staff indicating the subrecipient's commitment to assure nondiscrimination in its delivery of services or employment practices to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the subrecipient and/or its contractors. Grantees must inform clients, potential clients, employees and applicants on how to file complaints with both DPS and the subrecipient itself. Posting signs in their facilities or website stating that individuals who feel they have been discriminated against by the grantee may file a complaint with DPS is a good way to get this information out to the public. Also, grantees can provide a link on their website to the BHS website.

Please visit the Department of Public Safety website at www.maine.gov/dps to review the Department of Public Safety civil rights discrimination policies.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: Maine

Fiscal Year: 2025

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (*23 U.S.C. 324 et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37 and 38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ¹ in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. 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 (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402](#) is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402](#) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\)](#)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\)](#)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\)](#))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\)](#))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
 8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under [18 U.S.C. 1001](#). I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

ADA Highlights – Title II State and Local Government Services

I. Who is covered by Title II of the ADA

- The title II regulation covers “public entities.”
- “Public entities” include any State or local government and any of its departments, agencies, or other instrumentalities.
- All activities, services, and programs of public entities are covered, including activities of State legislatures and courts, town meetings, police and fire departments, motor vehicle licensing, and employment.

Unlike section 504 of the Rehabilitation Act of 1973, which only covers programs receiving Federal financial assistance, title II extends to all activities of State and local governments whether or not they receive Federal funds.

- Private entities that operate public accommodations, such as hotels, restaurants, theaters, retail stores, dry cleaners, doctors’ offices, amusement parks, and bowling alleys, are not covered by title II but are covered by title III of the ADA and the Department’s regulation implementing title III.
- Public transportation services operated by State and local governments are covered by regulations of the Department of Transportation.

DOT’s regulations establish specific requirements for transportation vehicles and facilities, including a requirement that all new busses must be equipped to provide services to people who use wheelchairs.

II. Overview of Requirements

- State and local governments –

May not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability.

For example, a city may not refuse to allow a person with epilepsy to use parks and recreational facilities.

Must provide programs and services in an integrated setting, unless separate or different measures are necessary to ensure equal opportunity.

Must eliminate unnecessary eligibility standards or rules that deny individuals with disabilities an equal opportunity to enjoy their services, programs or activities unless “necessary” for the provisions of the service, program or activity.

Requirements that tend to screen out individuals with disabilities, such as requiring a driver’s license as the only acceptable means of identification, are also prohibited.

Safety requirements that are necessary for the safe operation of the program in question, such as requirements for eligibility for drivers’ licenses, may be imposed if they are based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities.

Are required to make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities, unless a fundamental alteration in the program would result.

For example, a city office building would be required to make an exception to a rule prohibiting animals in public areas in order to admit guide dogs and other service animals assisting individuals with disabilities.

Must furnish auxiliary aids and services when necessary to ensure effective communication, unless an undue burden or fundamental alteration would result.

May provide special benefits, beyond those required by the regulation, to individuals with disabilities.

May not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required to provide program accessibility or providing qualified interpreters.

Shall operate their programs so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities.

III. “Qualified Individuals with Disabilities”

- Title II of the Americans with Disabilities Act provides comprehensive civil rights protections for “qualified individuals with disabilities”.
- An “individual with a disability” is a person who –

Has a physical or mental impairment that substantially limits a “major life activity”, or

Has a record of such an impairment, or

Is regarded as having such an impairment.

- Examples of physical or mental impairments include, but are not limited to, such contagious and non-contagious diseases and conditions as orthopedic, visual, speech, and hearing impairments; cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism. Homosexuality and bisexuality are not physical or mental impairments under the ADA.
- “Major life activities” include functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- Individuals who currently engage in the illegal use of drugs are not protected by the ADA when an action is taken on the basis of their current illegal use of drugs.
- “Qualified” individuals.

A “qualified” individual with a disability is one who meets the essential eligibility requirements for the program or activity offered by a public entity.

The “essential eligibility requirements” will depend on the type of service or activity involved. For some activities, such as where the public entity provides information to anyone who requests it, the “essential eligibility requirements” would be minimal.

IV. Program Access

- State and local governments –

Must ensure that individuals with disabilities are not excluded from services, program, and activities because buildings are inaccessible.

Need not remove physical barriers, such as stairs, in all existing buildings, as long as they make their programs accessible to individuals who are unable to use an inaccessible existing facility.

Can provide the services, programs, and activities offered in the facility to individuals with disabilities through alternative methods, if physical barriers are not removed, such as – Relocating a service to an accessible facility, e.g., moving a public information office from the third floor to the first floor of a building.

Providing an aide or personal assistant to enable an individual with a disability to obtain the service.

Providing benefits or services at an individual’s home, or at an alternative accessible site.

May not carry an individual with a disability as a method of providing program access, except in “manifestly exceptional” circumstances.

Are not required to take any action that would result in a fundamental alteration in the nature of the service, program, or activity or in undue financial and administrative burdens. However, public entities must take any other action, if available, that would not result in a fundamental alteration or undue burdens but would ensure that individuals with disabilities receive the benefits or services.

V. Integrated Programs

- Integration of individuals with disabilities into the mainstream of society is fundamental to the purposes of the Americans with Disabilities Act.
- Public entities may not provide services or benefits to individuals with disabilities through programs that are separate or different, unless the separate programs are necessary to ensure that the benefits and services are equally effective.
- Even when separate programs are permitted, an individual with a disability still has the right to choose to participate in the regular program.

For example, it would not be a violation for a city to offer recreational programs specially designed for children with mobility impairments, but it would be a violation if the city refused to allow children with disabilities to participate in its other recreational programs.

- State and local governments may not require an individual with a disability to accept a special accommodation or benefits if the individual chooses not to accept it.

VI. Communications

- State and local governments must ensure effective communication with individuals with disabilities.
- Where necessary to ensure that communications with individuals with hearing, vision, or speech impairments are as effective as communications with others, the public entity must provide appropriate auxiliary aids.
- “Auxiliary aids” include such services or devices as qualified interpreters, assistive listening headsets, television captioning and decoders, telecommunications devices for deaf persons (TDD’s), videotext displays, readers, taped texts, Brailled materials, and large print materials.

A public entity may not charge an individual with a disability for the use of an auxiliary aid.

- Telephone emergency services, including 911 services, must provide direct access to individuals with speech or hearing impairments.
- Public entities are not required to provide auxiliary aids that would result in a fundamental alteration in the nature of the service, program, or activity or in undue financial and administrative burdens. However, public entities must still furnish another auxiliary aid, if available, that does not result in a fundamental alteration or undue burden.

VII. New Construction and Alterations

- Public entities must ensure that newly constructed building and facilities are free of architectural and communication barriers that restrict access or use by individuals with disabilities.
- When a public entity undertakes alterations to an existing building, it must also ensure that the altered portions are accessible.
- The ADA does not require retrofitting of existing buildings to eliminate barriers, but does establish a high standard of accessibility for new buildings.

Public entities may choose between two technical standards for accessible design: The Uniform Federal Accessibility Standard (UFAS), established under the Architectural Barriers Act, or the Americans with Disability Act Accessibility Guidelines, adopted by the Department of Justice for places of public accommodation and commercial facilities covered by title III of the ADA.

The elevator exemption for small buildings under ADA Accessibility Guidelines would not apply to public entities covered by title II.

VIII. Enforcement

- Private parties may bring lawsuits to enforce their rights under title II of the ADA. The remedies available are the same as those provided under section 504 of the Rehabilitation Act of 1973. A reasonable attorney’s fee may be awarded to the prevailing party.
- Individuals may also file complaints with appropriate administrative agencies. The regulation designates eight Federal agencies to handle complaints filed under title II.

Complaints may be filed with any Federal agency that provides financial assistance to the program in question, or with the Department of Justice, which will refer the complaint to the appropriate agency.

IX. Complaints

- Any individual who believes that he or she is a victim of discrimination prohibited by the regulation may file a complaint. Complaints on behalf of classes of individuals are also permitted.
- Complaints should be in writing, signed by the complainant or an authorized representative, and should contain the complainant's name and address and describe the public entity's alleged discriminatory action.
- Complaints may be sent to –

Coordination and Review Section

Civil Rights Division

U.S. Department of Justice

P.O. Box 66118

Washington, DC 20035-6118

- Complaints may also be sent to agencies designated to process complaints under the regulation, or to agencies that provide Federal financial assistance to the program in question.

X. Designated Agencies

The following agencies are designated for enforcement of title II for components of State and local governments that exercise responsibilities, regulate, or administer services, programs, or activities in the following functional areas –

1. Department of Agriculture: Farming and raising of livestock, including extension services.
2. Department of Education: Education systems and institutions (other than health-related schools), and libraries.
3. Department of Health and Human Services: Schools of medicine, dentistry, nursing, and other health-related schools; health care and social service providers and institutions, including “grass-roots” and community services organizations and programs; and preschool and daycare programs.
4. Department of Housing and Urban Development: State and local public housing, and housing assistance and referral.
5. Department of Interior: Lands and natural resources, including parks and recreation, water and waste management, environmental protection, energy, historic and cultural preservation, and museums.
6. Department of Justice: Public safety, law enforcement, and the administration of justice, including courts and correctional institutions; commerce and industry, including banking and finance, consumer protection, and insurance; planning, development and regulation (unless otherwise assigned); State and local government support services; and all other government functions not assigned to other designated agencies.
7. Department of Labor: Labor and the work force.
8. Department of Transportation: Transportation, including highways, public transportation, traffic management (non-law enforcement), automobile licensing and inspection, and driver licensing.

XI. Technical Assistance

- The ADA requires that the Federal agencies responsible for issuing ADA regulations provide “technical assistance”.
- Technical assistance is the dissemination of information (either directly by the Department or through grants and contracts) to assist the public, including individuals protected by the ADA and entities covered by the ADA, in understanding the new law.
- Methods of providing information include, for example, audio-visual materials, pamphlets, manuals, electronic bulletin boards, checklists, and training.
- The Department issued for public comment on December 5, 1990, a government- wide plan for the provision of technical assistance.

The Department’s efforts focus on raising public awareness of the ADA by providing –

Fact sheets and pamphlets in accessible formats,

Speakers for workshops, seminars, classes, and conferences, An

ADA telephone information line, and

Access to ADA documents through an electronic bulletin board for users of personal computers.

- The Department has established a comprehensive program of technical assistance relating to public accommodations and State and local governments.

Grants will be awarded for projects to inform individuals with disabilities and covered entities about their rights and responsibilities under the ADA and to facilitate voluntary compliance.

The Department will issue a technical assistance manual by January 26, 1992, for individuals or entities with rights or duties under the ADA.

For additional information, contact:

Office on the Americans with Disabilities Act

Civil Rights Division

U.S. Department of Justice

P.O. Box 66118

Washington, DC 20035-6118

(202) 514-0301 (voice)

(202) 514-0383 (TDD)

(202) 514-6193 (Electronic Bulletin Board).

This document may be made available in alternate formats.

Policy Guidance Concerning Recipients’ Responsibilities for Limited English Proficient Persons

The National Highway Traffic Safety Administration (NHTSA) is committed to working with its recipients of federal assistance to comply with all applicable Civil Rights mandates. To this end, the NHTSA Office of Civil Rights (OCR) reissued guidance provided by the U.S. Department of Transportation (DOT) entitled, “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (DOT LEP Guidance), which was first reprinted in the Federal Register, December 14, 2005 (Volume 70, Number 239).

Each federal agency that extends federal financial assistance is required to issue guidance clarifying the obligation of their recipients to ensure meaningful access by LEP persons to their federally assisted programs and activities. As a result, the Maine Bureau of Highway Safety received this re-issuance, which will assist in complying with Title VI of the Civil Rights Act of 1964 (Title VI) and the regulations promulgated there under, as well as with Presidential Executive Order 13166, reprinted at 65 FR 50121 (August 16, 2000).

In furtherance of this compliance obligation, the NHTSA OCR is requested that each Governor's Representative distribute the DOT LEP Guidance to each of its sub-recipients of federal financial assistance. The obligations under Title VI do not cease with the NHTSA grantee; instead, this obligation extends to all levels of sub-recipients receiving the federal assistance.

The DOT LEP Guidance discusses the value and possible format of written language assistance plans, options for identifying language services and ensuring competency of interpretation and translation services, and examples of language access services "best practices" which have been implemented by DOT agencies and recipients. Additional guidance and other helpful materials, including examples of recently developed judicial policies and procedures on language assistance, are also available on the Department of Justice (DOJ) LEP website, www.lep.gov. Please do not hesitate in contacting Eugene Peterson, the NHTSA OCR Compliance Officer, at (202) 366-9976 if you have any questions regarding this re-issuance.

State of Maine Service Providers

Compliance with Americans with Disabilities Act of 1990

1. Is your agency/organization/business in compliance with the Americans with Disabilities Act requirements that mandate equal access to services, programs, and activities for individuals with disabilities?

☒ Yes

☐ No

2. Is your agency/organization/business in compliance with the Americans with Disabilities Act requirements that mandate equal access to services, programs, and activities for individuals with disabilities?

☒ Yes

☐ No

If no, please list anticipated modifications of policies, procedures and practices and dates of implementation. (Use additional sheets, if necessary).

3. Is your agency/organization/business in compliance with the Americans with Disabilities Act requirements of structural accessibility?

☒ Yes

☐ No

If no, please list the specific structural changes needed to make your service, programs and activities accessible to people with disabilities. Also, please list the dates by which these changes will be made. (Use additional sheets, if necessary).

Signature of Agency/Organization Director or Business Owner

Date

Name and Address of Agency/Organization/Business:

Portland Maine Police Department

109 Middle Street

Portland, ME 04101

Telephone/TDD Numbers:

(207) 874-8600

To assist you in completing this form, please refer to the following “Appendix N – ADA Highlights” and/or call DPS’s ADA Coordinator at the Licensing and Inspection Unit – Fire at 207-624-8744

Please email this completed Application for Highway Safety Funds to:

bhsgrant.mdps@maine.gov

Submit

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 16, 2025

SUBJECT: Order 167-24/25 Amendment to Portland City Code Chapter 9 RE: Proportional Ranked Choice Voting - Sponsored by Ashley Rand, City Clerk

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:

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is an amendment to Chapter 9: Proportional Ranked Choice Voting Sections 9-2 & 9-3. This would be amending the whole-vote transfer approach to the fractional transfer approach to distribute any surplus votes. Rather than transferring the whole vote associated with whichever ballots happen to be processed last, tabulation software transfers a fraction of every vote assigned to a winning candidate. Fractional transfer ensures that each ballot is treated equitably, and that the outcome of the election will never depend on the order of the ballots.

This item must be read on two separate days. It received its first reading on April 14. 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. Amendment - Ch 9 Proportional Ranked Choice Voting (6)
2. pRCV -Memo
3. Random Transfer Memo
4. Public Comment - Order 167

Prepared by:

Date: 04/16/2025

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)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 9 RE: PROPORTIONAL RANKED CHOICE VOTING**

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

1. *That the Sections 9-2 and 9-3, are hereby amended to read as follows:*

Sec. 9-2. Ranked choice voting; instant runoff tabulation.

For the positions of mayor, city councilor, and school board member-only, the city clerk shall implement a ranked choice voting protocol according to these guidelines:

...

Sec. 9-3. Proportional ranked choice voting for multiple seat elections.

Where a single contest is held to fill two or more seats for the same office, the City Clerk shall implement proportional ranked choice voting according to these guidelines:

(a) Definitions.

- (1) "Active ballot" means a ballot with at least one active candidate ranked ahead of any overvote.

- (2) "Active candidate" means a candidate that has neither been elected nor eliminated, and who has not died, withdrawn, or become disqualified.
- (3) "Active value" means the portion of a vote that a ballot contributes to the highest-ranked active candidate. Each ballot begins with an active value of 1. When a ballot contributes to the election of a candidate, it receives a new active value, as calculated in subsection c.2.
- (4) "Election threshold" means the number of votes sufficient for the election of a candidate. The election threshold equals the total number of active ballots in the first round, divided by the sum of one plus the number of seats to be elected, then adding one and disregarding any fraction.
$$\text{Election Threshold} = [(Total\ Ballots) / (1 + Seats)] + 1, \text{ disregarding any fraction.}$$
- (5) "Overvote" means a circumstance in which a voter has ranked more than one candidate at the same ranking.
- (6) "Ranking" means the number available to be assigned by a voter to a candidate to express the voter's preference for that candidate. The number "1" is the highest ranking, followed by "2" and then "3" and so on.
- (7) "Surplus fraction" means the proportion of a winning candidate's votes that are in excess of the election threshold. To determine the surplus fraction, subtract the election threshold from an elected candidate's vote total, then divide that number by the candidate's vote total, with the result truncated after five decimal places.

Surplus Fraction = (Vote Total - Election
Threshold) / Vote Total, truncated
after five decimal places.

(b) Ranked Choice Voting Ballot

(1) The ballot shall include all qualified candidates
for the election.

(2) The ballot shall include the option to rank at
least one write-in candidate. When the number of
qualified candidates is less than the number of
seats to be filled, the ballot shall include
additional write-in lines, such that the sum of
listed candidates and write-in lines equals the
number of seats to be filled.

(3) To the degree possible, the ballot format and
ballot instructions shall match the format of
ranked choice ballots issued by the Secretary of
State.

(c) Ranked-choice count. The proportional ranked-choice
voting count is a public proceeding and shall be
promptly conducted by the city clerk and completed
within five (5) business days of the election. The count
proceeds in rounds until all seats have been filled. In
a given round, each active ballot shall count at its
current active value for its highest-ranked active
candidate.

Any active candidate with a vote count greater than or
equal to the election threshold is declared elected, and
the round concludes with one of the following actions:

(1) Completion. If the number of elected candidates is
equal to the number of seats to be filled in the

contest, tabulation is complete. Alternatively, if the number of elected candidates plus the number of active candidates is less than or equal to the number of seats to be filled, then all active candidates are declared elected, and the tabulation is complete.

- (2) Election round. If one or more candidates are elected, but the tabulation is not complete, each ballot counting for an elected candidate is assigned a new active value by multiplying the current active value by the surplus fraction for the elected candidate, with the result truncated after five decimal places.

*New value = old value x surplus fraction,
truncated after five decimal places.*

A new round begins, in which each ballot held by the elected candidate(s) counts, at each ballot's new active value, for the next-highest-ranked active candidate.

- (3) Elimination round. If no candidate is elected, the active candidate with the fewest votes is eliminated. Any tie must be decided by lot, and the candidate chosen by lot is eliminated. The result of any tie resolution must be recorded and reused in the event of a recount.

A new round begins, in which each ballot held by the eliminated candidate counts, at each ballot's current active value, for the next-highest-ranked active candidate.

(d) Results Reporting. The city clerk shall develop procedures to ensure the timely release of results, including:

- (1) The cast vote record, which provides ballot-level ranking data. The cast-vote record shall be published online in a machine-readable format that can be retrieved, downloaded, indexed, sorted, and searched by commonly used applications.
- (2) The summary report of the ranked-choice count, which provides the number and percentage of votes held by each candidate as well as the number of inactive votes in each round. The summary report shall be presented during the public proceeding of the ranked-choice count and published online.
- (3) Any action to update the cast vote record or the summary report shall occur at a public proceeding, which must be announced at least two hours in advance. Any update shall be published online. Earlier records or reports may not be removed.

(e) Notwithstanding any ordinance to the contrary, the city clerk may adopt additional regulations consistent with Article II, section 3 of the Charter and this section 9-3 to implement these provisions.

(f) If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

~~Whenever two (2) or more persons are to be elected to the same office (a "multiple seat election"), the several persons up to the number to be chosen shall be elected by proportional representation. The City Clerk shall implement a proportional representation voting protocol according to these guidelines:~~

~~(a) The total number of ballots indicating a valid vote for a candidate shall be determined prior to counting of ballots for individual candidates.~~

~~(b) Each candidate shall be credited with one vote for every valid ballot that is sorted to that candidate as first choice, or otherwise credited to that candidate as hereinafter provided, and no ballot shall ever be credited to more than one candidate at the same time.~~

~~(c) A "quota" is the smallest number of votes that any candidate must receive in order to be assured of election without more candidates being elected than there are offices to be filled. A quota will be determined by dividing the total number of valid ballots by one more than the total number of candidates to be elected and adding one to the result, disregarding fractions. Whenever, at any stage of the counting, the number of ballots credited to a candidate becomes equal to the quota, that candidate shall be declared elected, and no ballots in excess of the quota shall be credited to that candidate except as provided in (f) or (l) of this section.~~

~~(d) The ballots shall be sorted according to the first choices marked on them.~~

~~(e) If a candidate is elected while the ballots are being sorted according to first choices, any subsequent ballots that show that candidate as first choice shall each be credited to the second choice marked on it, or, if the second choice also has been elected, to the next choice marked on it for a candidate not yet elected.~~

~~(f) If during the first sorting of ballots, ballots are found that are marked for a candidate already elected as first choice, but show no clear choice for any unelected candidate, such ballots shall at the end of the sorting be given to the candidate of their first choice, and in their place an equal number, as nearly as possible, of the last ballots sorted to that candidate that show a clear choice for unelected candidates, all as determined by the City Clerk, shall be taken and re-sorted to~~

~~unelected candidates as if they were then being sorted for the first time.~~

~~(g) When all the ballots have been thus sorted and credited to the first available choices marked on them, every candidate who is credited with fewer ballots than the number of signatures required for that candidate's nomination shall be declared defeated.~~

~~(h) All the ballots of the candidates thus defeated shall be transferred, each to the candidate indicated on it as next choice among the continuing candidates. A "continuing candidate" is a candidate not as yet either elected or defeated. Any ballot taken for transfer which does not clearly indicate any candidate as next choice among the continuing candidates shall be set aside as "exhausted."~~

~~(i) When all the ballots of the candidates thus defeated have been transferred, the one candidate who is then lowest on the poll shall be declared defeated and all that candidate's ballots transferred in the same way.~~

~~(j) Thereupon the candidate who is then lowest shall be declared defeated and all that candidate's ballots similarly transferred; and in like manner candidates shall be declared defeated one at a time and all their ballots transferred.~~

~~(k) If, when a candidate is to be declared defeated, two or more candidates are tied at the bottom of the poll, that one of the tied candidates shall be declared defeated who was credited with fewest ballots immediately prior to the last transfer of ballots. If two or more of the tied candidates were tied at that stage of the count, also, the second tie shall be decided by referring similarly to the standing of candidates immediately prior to the last transfer of ballots before that. This principle shall be applied successively as many times as may be necessary, a tie shown at any stage of the count being decided by referring to the standing of the tied candidates immediately prior to the last preceding transfer of ballots. In interpreting this and other rules contained in this section the transfer of all ballots from candidates defeated together under rule (g) of this section, and~~

~~the transfer of all ballots from each candidate defeated thereafter shall each constitute a single separate transfer.~~

~~(l) Whenever candidates to the number to be elected have received the quota, any transfer of ballots in progress when the last quota was reached shall be completed, but immediately thereafter all continuing candidates shall be declared defeated and the election shall be at an end. Whenever all ballots of all defeated candidates have been transferred, and it is impossible to defeat another candidate without reducing the continuing candidates below the number still to be elected, all the continuing candidates shall be declared elected and the election shall be at an end.~~

~~(m) A record of the count shall be kept in such form as to show, after each sorting or transfer of ballots, the number thereby credited to each candidate, the number thereby set aside as exhausted, the total for each candidate, the total set aside as exhausted, and the total number of valid ballots found by adding the totals of all candidates and the total set aside as exhausted.~~

~~(n) Every ballot that is transferred from one candidate to another shall be stamped or marked so that its entire course from candidate to candidate can be conveniently traced.~~

~~(o) If at any time after the first sorting of the ballots a ballot is found to have been credited to the wrong candidate, it may be transferred, as part of the transfer that is in progress, to the continuing candidate, if any, to whom it should have been credited at the time the error was made, or, if it should previously have become exhausted, may be set aside as exhausted as part of the transfer that is in progress; provided, that if the number of misplaced ballots found is sufficient to make it possible that any candidate has been wrongly defeated, so much of the sorting and transferring as may be required to correct the error shall be done over again before the count proceeds. If in correcting an error any ballots are re-sorted or re-transferred, every ballot shall be made to take the same course that it took in the original count unless the correction of an error requires its taking a different course. The principles of the rules of~~

~~this section shall apply also to any recount which may be made after the original count has been completed.~~

~~(p) The city clerk may adopt additional regulations consistent with Article II, section 3 of the Charter and this section 9-3 to implement these provisions. The ballot shall contain instructions on how to vote for each office.~~

...

City of Portland | City Clerk's Office

Ashley Rand, *City Clerk*



To: Mayor and City Councilors

From: Ashley Rand, City Clerk

Date: April 9, 2025

Re: Amendment to Portland City Code Chapter 9 RE: Proportional Ranked Choice Voting

On Monday, March 24, 2025 the City Council met in Workshop to discuss Amendments to the Portland City Code, Chapter 9 RE: Proportional Ranked Choice Voting.

In November 2022, Charter Question 4 Proportional Ranked Choice Voting was approved by voters. This required that an Ordinance was written and adopted by the City Council. This was done in 2023, adopting a whole vote transfer method. This was modeled after Westbrook, ME and Cambridge, MA. Cambridge, MA has been one of the oldest cities to use RCV and pRV. Westbrook, ME is the only other municipality in Maine besides Portland that does RCV on the Municipal level.

Proportional RCV elects multiple winners, each of whom meet a threshold based on the total number of seats to be filled. Even after a candidate reaches the threshold, the election continues until all seats are filled. Proportional RCV ensures that candidates are elected in proportion to their level of support.

After further research and working with our Election partners such as League of Women Voters, MK Election Services, FairVote, and the Ranked Choice Voting Resource Center we believe it is best to amend the Ordinance to adopt the fractional transfer approach for pRCV. Modern implementations of pRCV use a process of fractional transfer to distribute any surplus votes. Rather than transferring the whole vote associated with whichever ballots happen to be processed last, tabulation software transfers a fraction of every vote assigned to a winning candidate. Fractional transfer ensures that each ballot is treated equitably, and that the outcome of the election will never depend on the order of the ballots.

MK Elections uses a software package that does not support whole-vote transfer. We would have to get alternate software in order to continue with this method.

Since adopting the pRCV ordinance in 2023, this has not been used in our Portland Elections. The only time pRCV will be used is in November 2025, when there are two or more of the same seats up for Election, such as At-Large School Board, there are two seats up for Election this November. And in a future Charter Commission Election when there are several of the same seats up at one time.

This amendment does not amend Ranked Choice Voting in Chapter 9. This is only for the Proportional Ranked Choice Voting Section, which is yet to be used in a Portland Election.



To: Angela Holmes, Westbrook City Clerk
Ashley Rand, Portland City Clerk

From: Debra McDonough, Advocacy Team, League of Women Voters of Maine
Caleb Kleppner, Principal, MK Election Services
Deb Otis, Director of Policy and Research, FairVote
Chris Hughes, Senior Director of Policy, Ranked Choice Voting Resource Center

CC: Anna Kellar, Executive Director, League of Women Voters of Maine
Will Hayward, Advocacy Program Director, League of Women Voters of Maine

Date:

Re: Tabulating Multi-Winner RCV Contests

We are pleased that both Westbrook and Portland have adopted Ranked Choice Voting for municipal elections, and that both municipalities have specified a proportional tabulation for any multi-winner ranked choice contests. However, we would like to bring your attention to an arcane problem with the implementation language, as found in both the [Westbrook City Charter](#) and the [Portland City Code](#). As currently specified, the outcome of a multi-winner RCV election can be affected by the order in which the ballots are processed. This issue can be addressed through an update to the **surplus transfer rule**, which describes the distribution of any excess votes each time a candidate is elected.

It would appear that Portland and Westbrook have both adopted the tabulation rules used in Cambridge, MA. For decades, Cambridge was one of just two U.S jurisdictions using proportional Ranked Choice Voting (pRCV), and the Cambridge elections remain the most well known example of pRCV in the country.¹ Unfortunately, their statutory language dates back to 1941, when all RCV contests were counted manually. The surplus transfer rule specifies that if a candidate reaches the election threshold before all of the ballots have been sorted, any additional votes for this candidate are diverted to the next active candidate on the ballot. This **whole-vote transfer** approach is a bit of an anachronism and is no longer recommended.

¹ Arden, DE has a longer history of pRCV elections, but with a population under 500, their experience hasn't generated the same level of interest.

Modern implementations of pRCV use a process of **fractional transfer** to distribute any surplus votes. Rather than transferring the whole vote associated with whichever ballots happen to be processed last, tabulation software transfers a fraction of every vote assigned to a winning candidate. Fractional transfer ensures that each ballot is treated equitably, and that the outcome of the election will never depend on the order of the ballots.

Fractional transfer of surplus votes is widely considered best practice and is the approach used by [RCTab](#) when tabulating multi-winner pRCV contests. (This is the software package that has been used by MK Voting Solutions to tabulate Portland's single-winner RCV contests.) RCTab meets the Voluntary Voting System Guidelines from the U.S. Election Assistance Commission and is available at no charge from the Ranked Choice Voting Resource Center.

RCTab does not support the whole-vote transfer approach used in Cambridge, so if a multi-winner RCV contest occurs in Portland or Westbrook before it is possible to update the counting rules, alternate software will be required. Cambridge has used [ChoicePlus Pro](#), a software package available from Voting Solutions. This is older software, last updated in 2009 and no longer supported by Voting Solutions. ChoicePlus Pro predates the Voluntary Voting System Guidelines and has not been submitted for federal testing.

Whole vote transfer can also complicate recounts. Processing the ballots in a different order would designate a different set of ballots as 'surplus,' which could be enough to change the outcome of a close race. To prevent this, the ballots must be manually re-ordered to ensure that the ballot order matches the cast vote record from the machine counted election. Cambridge has had 3 such recounts in the past 25 years (2001, 2011 and 2013), and the need to manually re-order ballots has resulted in significant delays.

We recommend replacing the current language describing the tabulation of multi-winner RCV contests with language similar to that found in the City Code of Portland, OR, [Section 2.08.030.C](#).² We are available to assist in evaluating this language and in making any adjustments that may be necessary in the local context.

We can also be available to review the prepared language in advance of any council action, or to assist in presenting the recommended changes to the council and the public. Please do not hesitate to contact us with any further questions – regarding either this recommendation or pRCV more generally.

² We do recommend replacing "four decimal places" with "five decimal places" for contests in which more than 1000 ballots and fewer than 100,000 ballots are expected.

Order 167 24/25

Greg Gould greggould1000@gmail.com via portlandmaine.gov
Sun, Apr 13, 11:07 AM (1 day ago)
to publiccomment

Members of City Council and Mayor Dion,

I have read the amendment to Portland City Code Chapter 9, and admittedly, I don't understand the impact of these changes to ranked choice voting. It seems technical and inconsequential. These changes could very well be needed.

Regardless, any and all changes to voting should go to the people as a ballot question. City Council should not be voting on enacting change that might keep themselves in office, or help allies get seats, or hurt opponents, even if the council thinks the current tabulation process isn't fair, or is somehow a burden.

Unless it is impossible for the changes to Chapter 9, compared to the existing rules, to affect the outcome of an election, please put the amendment on the November ballot.

Greg Gould 168 Milton Street Portland

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: April 4, 2025

SUBJECT: Order 174-24/25 Accepting and Appropriating a \$28,000 Gulf of Maine Research Institute Community Resilience Education Project Grant - 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 4/28/2025

Final
Action 5/5/2025

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: Corporation Counsel has prepared the grant agreement.

PRESENTATION: Sustainability Director Troy Moon will be present to answer any questions.

I. SUMMARY

The order accepts and appropriates a \$28,000 grant to support community education about climate resilience and adaptation.

II. AGENDA DESCRIPTION

The order accepts and appropriates \$28,000 from the Gulf of Maine Research Institute to support the development of a project to educate the community about climate hazards and community adaptation and resilience strategies.

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

An important goal of the One Climate Future Climate Action plan is to take steps to increase community resilience and help the community adapt to the impacts of climate change. The goal of this project is to help residents better understand climate vulnerabilities and to learn steps the City is taking to address them.

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$28,000 Gulf of Maine Research Institute Community Resilience Education Project Grant
2. 15-NSFCIV-23 PORT

Prepared by:

Troy Moon, Sustainability Director

Date: 04/04/2025

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 ACCEPTING AND APPROPRIATING A \$28,000 GULF OF MAINE
RESEARCH INSTITUTE COMMUNITY RESILIENCE EDUCATION PROJECT
GRANT**

ORDERED, that a \$28,000 Gulf of Maine Research Institute Community Resilience Education Project Grant is hereby accepted and that amount appropriated to the Portland Sustainability Office; and

BE IT FURTHER ORDERED, that the City Council hereby approves the attached Grant Agreement in substantially the form attached hereto and 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 and this order.



AGREEMENT #15-NSFCIV-23-PORT BETWEEN

Gulf of Maine Research Institute

and

City of Portland – Sustainability Office

This Agreement, effective as of the 1st day of April 2025, is made by and between the Gulf of Maine Research Institute ("GMRI"), an organization having its principal place of business at 350 Commercial Street, Portland, Maine, 04101 and **City of Portland, ME** ("the Grantee") located at 389 Congress St, Portland, ME 04101.

Whereas, GMRI has received a CIVIC-FA Track A award from the National Science Foundation (2321506) to codevelop local flood thresholds and high tide flooding predictions with community science and innovative technology; and

Whereas, GMRI desires to issue a grant to the Grantee for the performance of a community resilience project building off of the work accomplished during the CIVIC-FA Track A award, as further described herein;

Whereas, the Parties desire for the Grantee to perform such activities within the period of performance for GMRI in continuation of the NSF CIVIC-FA Track A project.

Now therefore, in consideration of the terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. **Purpose:** The Grantee shall use the grant funds solely for the work mutually agreed to and incorporated herein and attached hereto as Exhibit A – Statement of Work. Any changes in the purposes for which grant funds are spent must be approved in writing by GMRI before implementation. GMRI retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes GMRI's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
2. **Period of Performance:** The period of performance for the Services is April 1, 2025 to December 31, 2025. Expenditures incurred prior to or after the period of performance are not reimbursable costs. The period of performance may be altered upon mutual written agreement of the parties.
3. **Termination:** Either party may terminate this Agreement in the event of a material breach of any provision of this Agreement, if the breaching party fails to cure said breach within thirty (30) days after written notice thereof. GMRI may terminate this Agreement, in whole or in part, without cause and without penalty by providing at least five (5) days prior written notice.
4. **Payment:** For the Services, reports or other items to be delivered hereunder, GMRI shall pay a fixed fee to the Grantee in the amount of **\$28,000.00**, payable within thirty (30) days of signing and submitting this Agreement and associated invoice.

Grantee will be solely and exclusively responsible for payment of any and all state, federal and international taxes, withholding, benefits payments or other payments related to Grantee's receipt of compensation and performance of Services under this Agreement.

5. **Invoices:** Invoices submitted by Grantee to GMRI will be rendered in accordance with the requirements herein and GMRI's procedural needs communicated in advance to the Grantee. Unless disputed by GMRI in good faith, all Fees will be payable within thirty (30) days of the date the applicable invoice is received, in accordance with GMRI's standard accounts payable policies for such.
6. **Relationship between the Parties:** Nothing in this Agreement shall constitute the naming of the Grantee as an agent or legal representative of GMRI for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or employment between the parties hereto, and Grantee shall make no such representation to anyone.
7. **Proprietary Rights.** Each party shall retain ownership of all right, title and interest in and to any Intellectual Property Rights it owned or had an interest in prior to the Effective Date of this Agreement, (collectively, "Pre-Existing IP"). Unless expressly stated herein, nothing in this Agreement shall be deemed to imply a transfer of ownership of any Pre-Existing IP. Notwithstanding any of the foregoing, GMRI may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the project so that GMRI may fulfill its obligations to its prime funder, The National Science Foundation (NSF). Grantee agrees to provide GMRI with such items upon GMRI's reasonable request and hereby grants to GMRI and NSF a non-exclusive, royalty-free, and irrevocable license to use such materials in GMRI and NSF communications including websites, annual reports, newsletters, board materials, and other publications.
8. **Confidentiality.**
- (a) Confidential Information. "Confidential Information" means any information, whether written or unwritten, disclosed by either party in connection with or related to this Agreement or accessed by either party in connection with the project, including any information related to either party's activities or facilities; materials; research; financial and personnel data; as well as any oral communications with respect to the foregoing. The parties acknowledge and agree that information disclosed by Disclosing Party (as defined below) during the term of this Agreement will be Confidential Information: (i) if disclosed in tangible form, such information is labeled in writing as proprietary or confidential; (ii) if disclosed in oral or visual form, such information is identified as proprietary or confidential at the time of disclosure or within a reasonable period of time thereafter; or (iii) whether disclosed in tangible, oral or visual form, if a reasonable person should understand such information to be confidential or proprietary given the facts and circumstances relating to the disclosure. "Disclosing Party" means the party disclosing, delivering or otherwise making available its Confidential Information. "Receiving Party" means the party to whom the Disclosing Party's Confidential Information is disclosed, delivered or otherwise made available.
- (b) Obligations of Receiving Party. Receiving Party acknowledges the interest of Disclosing Party in maintaining the confidential nature of Confidential Information and Receiving Party agrees that it will not for any reason or at any time directly or indirectly, disclose or use any Confidential Information, except as required in connection with this Agreement or otherwise authorized in writing. Receiving Party will use at least the same degree of care in protecting and safeguarding the Confidential Information, which Receiving Party uses to safeguard its own proprietary information, but in no event using less than a reasonable standard of care. Receiving Party's obligations under this Section 8 will survive termination of this Agreement. Receiving Party will disclose Confidential Information only to those employees or agents of Receiving Party who need to know such Confidential Information in connection with this Agreement. Receiving Party and its employees or agents will not, directly or indirectly, disclose or disseminate to any third

party any Confidential Information. Prior to disclosing any Confidential Information to an employee or agent as permitted in this Section 8(b), Receiving Party shall inform the employee or agent of the confidential and propriety nature of the Confidential Information.

- (c) **Exceptions to Confidential Treatment.** Receiving Party's obligations with respect to Confidential Information hereunder will not apply to any information which Receiving Party can demonstrate with credible supporting evidence: (i) was in the public domain at or subsequent to the time it was disclosed by Disclosing Party through no fault of Disclosing Party; (ii) was rightfully in Receiving Party's possession free of any obligation of confidence at or subsequent to the time it was disclosed by Disclosing Party; (iii) was developed by employees or agents of Receiving Party independent of and without reference to any information communicated to Receiving Party by Disclosing Party; or (iv) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence.
 - (d) **Return of Confidential Information.** Confidential Information is and will remain the sole and exclusive property of Disclosing Party. Upon termination of this Agreement for any reason or request at any time, Receiving Party will (i) deliver promptly to Disclosing Party the original and all copies of Confidential Information; and (ii) destroy all notes and copies thereof made by Receiving Party containing any Confidential Information.
 - (e) **Security.** Receiving Party represents and warrants that it has established and shall maintain and comply with reasonably appropriate administrative, technical and physical safeguards designed to meet the following objectives: (1) protect the security and confidentiality of Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; and (3) protect against unauthorized access to or use of Confidential Information (collectively, such safeguards referred to as an "Information Security Program"). As part of its Information Security Program, Receiving Party shall take appropriate measures not to retain Confidential Information for longer than it needs such information to perform its obligations hereunder, and that it properly disposes of Confidential Information, whether such information is in paper, electronic or other form.
9. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless GMRI, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant.
10. **Insurance.** Grantee shall have and maintain commercially reasonable insurance policies with coverage amounts sufficient to cover Grantee for losses that may arise in connection with this Agreement and its business generally. Such policies may include, general commercial liability, professional errors and omissions, umbrella or excess liability, technology errors and omissions, fidelity and computer crime, and motor vehicle coverage.
11. **Force Majeure/Cancellation.** Neither party shall be considered in default if unable to meet the responsibilities of this Agreement because of any Act of God, riots, epidemics, strikes, any act or order of public authority or any other legitimate cause beyond the control of either Party. If such acts of conditions occur, neither party is liable for any damages which the other party, its agents, or representatives might suffer.
12. **Debarment.** By acceptance of this Agreement, Grantee certifies that neither it, nor its principals, if any, is presently debarred, suspended, proposed for debarment, declared ineligible

or voluntarily excluded from participation in this transaction by any Federal department or agency.

13. **Sexual Harassment.** As per Federal Title VII and the Maine Human Rights Act, both GMRI and Grantee will maintain a zero-tolerance policy regarding sexual harassment by any individual. Violation of this policy by employees of GMRI Grantee is grounds for disciplinary action and termination of the Agreement with the Grantee.
14. **Governing Law.** This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Maine. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The cost of arbitrator(s) shall be divided equally by the parties. The place of arbitration shall be Portland, Maine.
15. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties related to the subject matter hereof and supersedes any previous understandings or agreements, written or oral, between Grantee and GMRI. This Agreement may be modified only an Amendment in writing and signed by both parties.
16. **Severability.** The provisions of this Agreement are deemed by the parties to be severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement will not affect the validity or enforceability of any other provision.
17. **Notices.**

Communications concerning performance and payment will be directed to:

Troy Moon
City of Portland Sustainability Office
389 Congress Street
Portland, ME 04101
thm@portlandme.gov

Communications concerning contractual and administrative aspects of this Agreement will be directed to GMRI at the following address:

Lisa Janicki
Gulf of Maine Research Institute
350 Commercial Street.
Portland, ME 04101
(207) 772-2321

ljanicki@gmri.org

Communications concerning performance of this Agreement will be directed to GMRI's Program Manager at the following address:

Gayle Bowness
Gulf of Maine Research Institute
350 Commercial Street.
Portland, ME 04101
(207) 228-1647

gbowness@gmri.org

The parties to this Agreement signify their acceptance through signature below.

Gulf of Maine Research Institute

City of Portland Sustainability Office

(Signature and Date)

Name and Title:

Lisa Janicki

Director, Sponsored Projects Office

(Signature and Date)

Name and Title:

Troy Moon

Sustainability Director

Exhibit A – Statement of Work

NSF CIVIC Community Grant

Community Resilience Education Project

Goal: To build community knowledge about resilience by inviting people to use their smartphones to visit an interactive website with information about resilience topics.

Methodology: The project proposes to install small but eye-catching signs at strategic locations around the city of Portland, ME that relate to community resilience. Each sign will have a QR code or shortened URL that will load a mobile-friendly website with information about how that location or piece of civic infrastructure related to community resilience. Examples include:

- Install several signs dispersed in areas at risk of inundation due to sea level rise or storm surge. The link on the sign would provide a brief summary of information about coastal flooding with links to follow for more information.
- Install signs near coastal features such as sea walls, marshes, beaches, etc. The link would provide a brief explanation of how they enhance resilience with linked to follow for more information.
- Install signs near storm water infrastructure. The link would provide information about how it manages stormwater to reduce flooding. Additional links could provide additional information about the risks of more intense storms due to climate change.
- Install signs a public splash pads. The link of the sign would provide brief information about how splash pads increase resilience by providing options for people to cool off on hot days. Interested visitors could follow links for more information about heat.
- Install signs along trails. The link on the signs would provide information about how trails increase resilience by connecting communities and providing alternatives to road networks that may be disrupted during and after storms or disasters.

A master web page of all locations would allow people to do a “virtual tour” of all of the locations and dive deeply into the content connected to all of the signs. This would demonstrate the interconnectedness of all of the elements and show how community resilience depends on developing capacity throughout the community, not just along the coastal edges. The project can evolve over time by adding new or additional signs and information on the main website. We could potentially upgrade it to allow members of the public to add comments and suggestions.

Scope of Work:

- Engage members of the City’s Resilience Working Group to identify topics and locations of signs.
- Hire a graphic artist to create eye-catching designs for the signs.
- Draft text for each sign
- Draft content for the larger website (ARCGIS Storymaps?)
- Create the signs
- Install signs
- Hold press conference to announce the project and invite community participation

Reporting:

- April 2025: Provide GMRI with a one-page update on the project.
- September 2025: Provide GMRI with a one-page update on the project
- December 31, 2025 Provide GMRI with a final report of project progress.

- How did this project meet its intended goals?
 - How is this work supporting community climate resilience?
 - What challenges came up during this project?
 - What opportunities or new ideas did this project spark?
- Share with GMRI any events and press/media related to the project.

Exhibit B – Payment & Deliverable Schedule

For the deliverables, presentations or other items to be delivered under the Statement of Work, GMRI shall pay a fixed fee to Grantee in the amount of **\$28,000.00** payable as follows:

- **\$28,000** within thirty (30) days of signing and submitting this Agreement and associated invoice

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 16, 2025

SUBJECT: Order 175-24/25 Approving the Collective Bargaining Agreement between The City of Portland and Portland Police Superior Officers Association, Fraternal Order of Police Lodge ME 109 - 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:

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 Portland Police Superior Officers Association, Fraternal Order of Police Lodge ME 109, for the period of January 1, 2025, through December 31, 2027. This proposal is presented after previously receiving guidance from the City Council executive sessions held on January 13 and March 31, 2025, and after having been approved by the Portland Police Superior Officers 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. Order - SOA Collective Bargaining
2. PSOBA 2025-2027 Redline
3. Portland Superior Officers MOA 2025-2027
4. SOA Fiscal Impact Note - Fiscal Impact Note

Prepared by:

Date: 04/16/2025

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 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND PORTLAND POLICE SUPERIOR OFFICERS
ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE ME 109**

ORDERED, that the Collective Bargaining Agreement between the City of Portland and Portland Police Superior Officers Association, Fraternal Order of Police Lodge ME 109 for the period of January 1, 2025 through December 31, 2027 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.

AGREEMENT
BETWEEN
THE CITY OF PORTLAND, MAINE
AND
PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION
Fraternal Order of Police Lodge ME 109

January 1, 20254 - December 31, 20274

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AGREEMENT

This AGREEMENT made and entered into this ___th day of ~~February-May~~ 202~~54~~, by and between the CITY OF PORTLAND, hereinafter referred to as the "City", and the PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION, Fraternal Order of Police Lodge ME 109 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, MRSA), the parties have entered into this Agreement with the goal of establishing mutual rights, preserving proper employee morale, and promoting effective municipal operations.

2. **RECOGNITION:**

- 2.1 The City hereby recognizes that the Association is the sole and exclusive bargaining representative of all permanent, full time Police Officers in the Portland Police Department below the rank of Major and above the rank of Patrol Officer, thereby including all of the permanent, full time Sergeants and Lieutenants.

3. **NO DISCRIMINATION BY PARTIES:**

- 3.1 Employees covered by this Agreement shall have the right to join the Association or to refrain from joining the Association. No employee shall be favored or discriminated against by either the City or the Association because of ~~his-their~~ membership or non-membership in the Association.
- 3.2 The City, ~~the Association~~, and unit members in their capacity as City employees agree that, pursuant to applicable Federal and State laws and City ordinance, they will not unlawfully discriminate against any employee because of ~~any protected group status as defined by applicable local, state, or federal law race, color, religion, sex, sexual orientation, national origin, age or physical or mental disability.~~

4. **SALARIES:**

4.1 Base Wages; Longevity:

- 4.1.1 Effective July ~~67~~, 202~~54~~ employees will receive a general wage increase of ~~84%~~. ~~Effective July 5, 2026, employees will receive a general wage increase of 5%. Effective July 4, 2027, employees will receive a general wage increase of 5%.~~ These wage increases are reflected in the pay plan attached as Appendix A.

4.1.2 The City shall continue its practice of Friday as the payday.

4.1.3 Effective upon the signing of this agreement and upon implementation of kiosks with printers available to the employees, the City shall implement a paperless pay stub system. Also effective upon the signing and as soon as the re-loadable debit cards are available, all current and newly hired employees will have mandatory direct deposit for all monies owed by the City. If an employee opts for the re-loadable debit card, the debit card will be supplied and replaced at no cost to the employees.

4.2 Higher Pay

Sergeants who are assigned temporarily to the position of patrol shift commander, when there is no Lieutenant assigned as Patrol Shift Commander, shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more. Administrative differential will be added to this higher rate and they will be expected to perform any administrative work related to the higher-class assignment that is required.

If the Operational Lieutenant is not on duty, the Sergeant permanently assigned to the Traffic Division shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

If there is no Lieutenant assigned as the A-1 team Patrol Shift Commander, the Sergeant permanently assigned to the JetPort shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

If the Criminal Investigations Division Lieutenant is not on duty, a Sergeant permanently assigned to the Criminal Investigations Division shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

If the Community Affairs Lieutenant is not on duty, a Sergeant permanently assigned to the Community Affairs Division shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

In each occurrence enumerated in this section, administrative differential will be added to this higher rate and the assigned Sergeant will be expected to perform any administrative work related to the higher class assignment that is required.

4.3 Differential

4.3.1 Superior Officers assigned to one of the following specialties shall receive pay for their appropriate salary plus a specialty differential of \$3.00 per hour~~40.00 per week~~:

- Lieutenant – Community Policing
- Lieutenant – CID
- Lieutenant – Internal Affairs
- Lieutenant – Operational
- Lieutenant - JetPort
- Sergeant - CID
- Sergeant - CRU
- Sergeant – JetPort
- Sergeant - Internal Affairs
- Sergeant – Training
- Sergeant – Community Policing
- Sergeant - Traffic

4.3.2 Superior Officers possessing one of the following part-time specialty positions shall receive pay for their appropriate salary plus a specialty differential of \$1.50 per hour~~40.00 per week~~; Superior Officers assigned as Team Commanders shall receive a specialty differential of \$3.00 per hour~~60.00 per week~~.

- Field Force
- Supervisor – Canine Unit
- Supervisor – Animal Control
- Accident Re-constructionist
- Hostage Negotiator
- Special Reaction Team
- MCJA Certified Firearms Instructor

Dive Team
Hazardous Devices Unit
HazMat Technician
Portland Regional Command Vehicle Team Supervisor

4.3.3 Specialists on the Special Reaction Team, Hostage Negotiation Team and the Hazardous Devices Unit will receive specialty pay upon completion of their required training or certification as designated by the Chief of Police.

4.3.4 Superior Officers ~~may be compensated for up to one (1) selected to a full-time specialty~~ ~~may hold and be compensated for up to one two (21) additional~~ part-time specialties, as listed above up to a maximum of \$6.00 per hour.

4.3.5 Superior Officers with an up-to-date Emergency Medical Technician certification shall receive a stipend of \$15.00 per week.

4.4 Step Movement

4.4.1 Employees will be eligible for a longevity step increase on their anniversary date of their appointment in current position in accordance with the pay plan.

4.4.2 In the event that an officer is promoted to another unit position, then such employee will be paid at the minimum rate of the range for ~~his/her~~their new position or shall receive a 5% increase, whichever is greater. The 5% increase shall be calculated on the employee's base rate plus specialty pay.

4.4.3 In the event that a Patrol Officer is promoted to Sergeant during the term of this Agreement, such employee will be paid at Step A of the Sergeant pay rate or will be paid at the step in that pay range which guarantees at least a 5% increase, whichever is greater. The 5% increase shall be calculated on the employee's base rate plus specialty pay.

4.5 Education Incentive Stipend

4.5.1 The City shall pay to eligible employees an hourly educational stipend to be included in the employee's regular rate of pay based upon educational level attained above high school. The hourly stipend is based on a forty (40) hour work week, as follows:

Associate's degree: ~~\$1.00.34~~/hour
~~4 Year~~Bachelor's degree: ~~\$2.50.46~~/hour
Master's degree: ~~\$5.00.58~~/hour

4.6 Critical Incident Administrative Leave Pay

When supervisory officers involved in a critical incident, such as a use of deadly force or motor vehicle accident involving death or serious injury, on or off duty, while operating under the color of the law, are put on administrative leave, the City will pay them their average salary to include overtime earned during the previous fifty-two (52) weeks.

4.7 Shift Differential

All employees covered by this agreement whose regular assignment is to a ~~shift which is not a "day shift" shall receive a shift differential as follows: for which the majority of the hours fall after 6:00 PM shall receive a shift differential of fifty cents (\$.50) per hour for the entire shift. Employees whose regular shift assignment is to a shift for which the majority of hours fall after 11:00 PM shall receive a shift differential of sixty-five cents (\$.65) per hour for the entire shift. Also, forty cents (\$.40) per hour for employees whose majority of work hours fall between 1:00 PM and 9:00 PM.~~

Start time between 1:00 PM and 2:59 PM, shift differential of fifty cents (\$0.50) per hour for the entire shift.

Start time between 3:00 PM and 5:59 PM, shift differential of one dollar (\$1.00) per hour for the entire shift.

Start time between 6:00 PM and 11:59 PM, shift differential of two dollars (\$2.00) per hour for the entire shift.

5. **HOURS AND OVERTIME:**

5.1 Regular Hours; Overtime

5.1.1 During the term of this Agreement, the regular work week and regular work day shall be forty (40) hours and eight (8) or ten (10) hours respectively.

5.1.1.1 This section is intended to provide a basis for calculation of any payment of overtime. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act.

5.1.2 The regular work schedule as described above may be changed to a modified work schedule for any member of the Department when, if in the opinion of the Chief, and with the concurrence of the City Manager, such a modified work schedule would be beneficial to the City. The modified work schedule shall consist of consecutive work hours within shifts. In no case will there be more than five work shifts in any 7-day period. In the event

of the adoption of a modified work schedule, all hours worked by any employee in excess of forty hours per week or in excess of the modified shift shall be paid at the rate of one and one-half (1-1/2) times the total hourly rate.

5.1.3 The forty (40) hour work week shall not be shortened whether on a regular or modified schedule; provided, however, that this provision shall not be construed as restricting, limiting or qualifying in any manner the right of the City to lay off members or reduce the work force in the Police Department in accordance with the seniority provisions.

5.1.4 All hours worked in excess of forty (40) hours per week or eight (8) or ten (10) hours per day shall be paid at the rate of one and one-half (1-1/2) times their total hourly rate. For the purpose of this section, "hours worked" shall mean only one of the following:

5.1.4.1 Hours actually worked and paid for with City of Portland Police Department funds.

5.1.4.2 Hours compensated for by holiday base pay.

5.1.4.3 Hours compensated for by vacation pay.

5.1.4.4 Hours compensated for by bereavement leave pay.

5.1.4.5 Hours compensated for by jury pay.

5.1.4.6 Hours compensated for by compensatory time off.

5.1.4.7 Hours compensated for by Earned Paid Leave (EPL).

5.1.4.8 Hours compensated for by non-disciplinary paid administrative leave.

5.1.5 For the purpose of this section, "hours worked" shall not include:

5.1.5.1 Hours compensated for by sick pay.

5.1.5.2 Hours compensated for on so-called "non- City doubles" or special details.

5.1.5.3 Hours compensated for by reserve service leave or military leave.

5.1.5.4 Hours compensated for injury pay.

5.1.5.5 Hours compensated for by Workers' Compensation pay.

5.1.5.6 Hours compensated for by personal leave pay.

5.1.5.7 Hours compensated for by disciplinary paid administrative leave.

5.2 Witness Pay:

5.2.1 Any employee required, during ~~his~~their otherwise off-duty time, to appear at the Maine District, Superior, or U. S. District Courts; Grand Jury; Liquor

Commission hearings, or Secretary of State hearings to be a witness in any matter arising out of the performance of duty shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times their total hourly rate or may receive one and one-half (1-1/2) times their total hourly rate, whichever is greater, but not both. The increase in court pay will become effective on the first full pay week after execution of the contract.

5.2.2 In the case of Civil Service Commission hearings only, any employee required, during ~~their~~his otherwise off-duty time, to attend said hearings as a witness in any matter arising out of the performance of duty shall be compensated only for hours spent testifying as a witness computed to the nearest half-hour, at a rate of one and one-half (1-1/2) times ~~their~~his total hourly rate, plus up to a maximum of one (1) hour at ~~their~~his straight time rate for time spent prior to testifying.

5.2.3 The employee shall turn over to the City all witness fees or other payments paid directly from the Maine District, Superior, or U. S. District Courts; Grand Jury; Liquor Commission hearings; Secretary of State hearings; and Civil Service Commission hearings as or because of the employee being a witness and for which time ~~the employee~~he was compensated by the City pursuant to this section.

5.3 Special Details:

5.3.1 For purposes of this article, special details are defined as those assignments with respect to which the Department is reimbursed by non-City ~~or non-School Department~~ recipients of Police Department ~~services or by the School Department or by the Department of Public Works~~. Except as provided in 5.3.2 below, employees shall receive a minimum of six (6) hours pay at the top Lieutenant's pay plus 25% or 1-1/2 times the top Lieutenant's pay plus 25%; times the number of hours worked, whichever is greater, but not both.

5.3.2 Employees assigned to non-City or non-school strike sites shall receive a minimum of eight (8) hours pay at the top Lieutenant's pay plus 25% or two (2) times the top Lieutenant's pay plus 25%; times the number of hours worked, whichever is greater, but not both.

5.3.3 Officers assigned to special detail assignments as outlined in Sections 5.3.1 and 5.3.2 shall receive four (4) hours of pay at a rate of the top Lieutenant's pay plus 25% for cancellations with less than four (4) hours advance notice.

5.4 Call Back Pay:

5.4.1 Employees called back to work outside their normal work day to perform law enforcement duties shall receive a minimum of four hours pay for the work for which they are called back, or may receive one and one-half (1-1/2) times their total hourly rate under the above provisions, whichever is greater, but not both. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act. Except as provided in 5.4.1.1, this provision does not apply to call-ins or holdovers that result in an employee working in excess of eight (8) consecutive hours or to scheduled overtime.

5.4.1.1. Employees who are called on New Year's Eve and July 4th, to report early for their shift on that day, will receive the call-back pay provided in 5.4.1 above.

5.5 Administrative Differential in Lieu of Overtime Pay:

5.5.1 In addition to the pay for their appropriate salary bracket, the Superior Officers noted below will receive an administrative differential ~~per week~~ as compensation for the performance of their administrative responsibilities. Such differential shall compensate in full for any overtime hours worked by such Officers in performing all administrative responsibilities. The definition of administrative responsibilities shall not include the attendance of meetings scheduled outside of the individual's regular work day.

5.5.2 The following administrative differential shall be paid ~~effective December 28, 2014:~~

Sergeants - ~~\$80.00 per week~~ 2.00/hour

Lieutenants - ~~\$90.00 per week~~ 2.25/hour

CID/Operations/Professional Standards Lieutenant - ~~\$100.00 per week~~ 2.50/hour

5.6 ~~Scheduling of Overtime Assignments~~

~~5.6.1 Three (3) overtime shifts per week will be scheduled on Monday, Wednesday, and Friday for the purpose of scheduling upcoming special details and other overtime assignments. These jobs will be paid at a four (4) hour minimum at one and one-half (1-1/2) times their hourly rate or one and one-half (1-1/2) their hourly rate times the number of hours worked, whichever is greater, but not both.~~

~~5.6.2 The costs associated with this program will be factored into administrative fees charged to all non-City vendors. If the number of special details~~

~~decreases significantly at any time during the term of this contract, the City reserves the right to renegotiate or terminate this program. If the City determines it is necessary to terminate this program, Department representatives will meet with the Union to discuss their concerns prior to terminating the program.~~

5.67 Overtime Board

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

5.78 Work Schedule Re-opener

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

6. **HOLIDAYS:**

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

- | | |
|----------------------------------|---|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Indigenous People's Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Floating Holiday |
| | 13. Juneteenth (June 19 th) |

6.2 In the event an employee ~~is assigned to work~~s on one of said observed holidays, the ~~employee shall be entitled to a holiday credit plus one and one-half (1 ½) times their base hourly rate for all regularly scheduled hours worked~~Chief shall grant him a compensatory day off or allow the employee to cash in the holiday for eight hours of holiday pay. Employees who are not assigned to work on one of the said holidays will receive a holiday credit. In no instance shall more than five

~~(5) holiday credits 40 (five 8's) or 50 (five 10's) hours of holiday time respectively be carried into the next calendar year. Employees may cash in any holidays they would lose because of the five day carry-over requirement. Holiday time earned will be ten (10) hours for all shifts unless the employee works an eight (8) hour shift. Holiday cash outs per year are capped at 130 hours for all shifts.~~

- 6.3 If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee shall not be charged a vacation day for the day of the observed holiday. In such a case, however, the employee may, at ~~his/her~~their option, charge the observed holiday as a day of vacation leave and receive a holiday credit if such employee has sufficient accrued vacation leave prior to such observed holiday to so charge it.
- 6.4 In no event shall an employee be permitted to charge an observed holiday as a day of sick leave.
- 6.5 If employees wish to use a personal leave day on any of the holidays outlined in Article 6.1, or on Christmas Eve or New Year's Eve, they must submit a written request at least one (1) week in advance. Personal leave may be used on these days if management approves the request.
- 6.6 ~~The City will comply with MainePERS laws and regulations regarding pension contribution deductions from holiday payments. Members who cash in holidays after the week in which they occur will not have pension contributions deducted from these holiday payments. Holidays cashed in after the week in which they occur will be pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal to forty (40) hours. Members who elect to take payment for these holidays in the week the holiday occurs will have pension contributions deducted from these holiday payments. Floating holidays when cashed in will be considered to be taken during the week in which they occur and will be pensioned as long as they are not carried into the next calendar year.~~

7. VACATIONS:

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

~~160 hours.~~

- 7.3 Employees may accrue vacation leave from year to year up to a maximum accrual of 320 hours. Employees will be paid for all accrued vacation leave upon separation, but in no case shall such payment be for more than the maximum accrual of 320 hours.
- 7.4 Vacations shall be scheduled according to the present practice. Requests to use vacation, holiday, or compensatory time for a full shift or longer must be submitted at least fourteen (14) calendar days in advance. All vacations, regardless of duration, must have the approval of the Chief of Police or ~~their~~^{his} designee as to scheduling.
- 7.5 Employees will be allowed to "cash out" one (1) week of vacation (maximum of 40 hours) and one (1) week of accrued comp time (maximum 40 hours) per calendar year. In order to be eligible for vacation "cash out" an employee must earn a minimum of two (2) weeks' vacation per year.
- 7.6 Earn Paid Leave
- 7.6.1 ~~Upon execution of this Agreement and p~~Pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.
- 7.6.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.
- 7.6.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in article 7.4.
- 7.6.4 Employees shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 320 hours. Any accrued EPL over this amount is forfeited at the time of termination of employment.

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

8. CLOTHING ALLOWANCE:

8.1 The City agrees to pay 100% of the cost of normal acquisition and replacement of uniforms and accouterments, including ties, gun belts, tie clasp, and stockings.

8.2 The City agrees to pay 100% of the cost of one (1) complete set of uniforms and accouterments including tie, gun belt, tie clasp and stockings for each Superior Officer who is not otherwise issued uniforms, and the City agrees that each such Superior Officer will be permitted to work extra jobs, outside work and overtime in such uniforms on the same basis as any normally uniformed Superior Officer.

8.2.1 All supervisors will be permitted to purchase allowable apparel and equipment on Appendix C. Officers will be reimbursed for such items up to a maximum of ~~\$250-500~~ per fiscal year. The Officer's original receipts detailing their purchases must be submitted to the Police Department's Finance Department by the close of business on June 20th of each year.

8.3 Notwithstanding the above, the City agrees to pay 100% of the cost of repairing or replacing required uniforms or equipment, as well as eyeglasses, dentures or hearing aids, damaged lost or destroyed in the performance of "extra-hazardous" duties. The City further agrees to pay up to ~~one-two~~ hundred dollars (~~\$2100.00~~) for repair or replacement of other personal items worn or carried by the officer, and damaged or destroyed in the performance of "extra-hazardous" duties, except that the maximum reimbursement for footwear will be ~~\$2100.00~~. The Bureau Commander or designee determines whether the damage occurred during the performance of extra-hazardous duty and, if so, whether repair or replacement is appropriate.

8.4 The City agrees to pay 100% of the cost of repair or replacement of civilian clothing and accouterments worn by plainclothes officers when such clothing has been damaged or destroyed in the performance of duty except as provided below in Article 8.5.

8.5 The CID Sergeant(s) and Lieutenants(s), the Internal Affairs Sergeants(s) and Lieutenant(s), and the Training Sergeant will be reimbursed by the City for purchase of articles of clothing that are reasonably necessary for the performance

of their duties up to a maximum of \$1,~~20~~00 per year. This maximum applies to purchase, maintenance and replacement of civilian clothing.

- 8.6 The CRU Sergeant will be reimbursed by the City for the purchase of articles of clothing that are reasonably necessary for the performance of their duties up to a maximum of \$~~1,2~~500.00 per year. This maximum applies to the purchase, maintenance and replacement of civilian clothing.

8.7 Members of the SRT and Bomb Team will be reimbursed by the City for the purchase of approved equipment and clothing that is necessary for the safe and effective performance of their specialty duties, up to a maximum of \$250.00 per specialty.

9. INSURANCE:

9.1 Life Insurance:

9.1.1 The City shall pay the full cost of premiums of the Maine Public Employees Retirement System Group Life Insurance Plan for each employee at the maximum level permitted at the basic level of said insurance program. Those employees electing the MainePERS supplemental Life Insurance coverage shall pay the full cost for such coverage. Employees will continue to pay the cost of dependent life insurance premiums. The City reserves the right to obtain benefits equal to or better than the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

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

9.2 Medical Insurance

9.2.1 The City provides a primary self-insured health insurance benefits program with claims administration by a third party administrator. ~~Effective January 1, 2005 changes to the City's Point-of-Service health benefit plan were implemented following mid-term reopener negotiations. Effective no sooner than January 1, 2016, c~~Changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design. ~~The PSOPA Union President and Executive Director are members of this Committee.~~

9.2.1.1 The City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800)

deductible for the family plan per year.

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

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

~~9.2.23 For employees who are hired on or after January 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and in the case of an employee eligible for and electing family coverage, for one-half (1/2) of the difference between the individual subscription rate and the family subscription rate. Employees are responsible for the full payment of the +19 premium. Effective January 1, 2005, there will be no separate +19 premium and the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for any employee who is eligible for and who elects to have said family insurance. Effective no sooner than January 2016, t~~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. The City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for any employee who is eligible for and who elects to have family medical insurance coverage.

~~9.2.34~~ The City will pay, or share in the payment of, whichever is applicable, only the subscription level to which an employee is entitled by virtue of the number of people ~~he/she~~the employee may insure. However, employees who are members of the same family and eligible for coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions,~~except employees receiving double family coverage prior to September 26, 1983 shall continue to do so.~~ Said subscriptions shall be on the same terms and conditions as specified in subsections 9.2.1 – 9.2.~~23~~ above.

~~9.2.45~~ The City reserves the right to obtain from another source health benefits and claims service. The City will provide the Union with thirty (30) days prior notice of any change in insurance provider, and the Union shall have ten (10) days thereafter within which to comment on such change.

9.2.~~56~~ Except as provided in 9.2.~~78~~.1 below, the City agrees to continue health care and dependent care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue offering to employees the annual election of pre-tax health care flexible spending accounts on a voluntary basis.

9.2.~~67~~ Reopener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article during the term of the agreement. Should the City elect to reopen the Health Insurance article the Association reserves the right to reopen the Salaries article; the Salaries article shall only be reopened if the City reopens the Health Insurance article and results in any increased cost to employees. Any subsequent negotiations shall be conducted in accordance with the most recently executed ground rules. The Union agrees to implement any changes required by federal and/or state statute without negotiation.

9.2.~~67~~.1 The Association agrees to participate in coalition bargaining with other City unions concerning health insurance when requested to do so by the City. The PSOBA Union President and Executive Director are members of this Health Insurance Advisory Committee.

9.2.~~78~~ For the purposes of this article, "family" is defined as spouse or domestic partner, and dependents. To enroll a domestic partner on the City's health insurance plan, the employee must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

9.2.~~78~~.1 The portion of the employee's health insurance contribution for domestic partner coverage as outlined in 9.2.~~23~~ above will be taken on a post-tax basis as provided by the Internal Revenue Service.

9.2.~~78~~.2 The City's contribution to the premium cost for domestic partner coverage and coverage of dependents of the domestic partner will be reported as imputed income at year end, in accordance with Internal Revenue Service regulations, and will be calculated into the employee's gross earnings as taxable wages.

9.3. Income Protection and Dental Insurance Deductions

9.3.1 The City agrees to provide an income protection plan of its own choosing for employees and to permit employees to participate in such program at

their own cost and through payroll deductions. The City reserves the right to modify its income protection plan at any time.

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

10. PENSIONS:

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

10.1.1 The City shall continue to provide to all employees employed as police officers ~~after April 17, 1980~~, a retirement benefit through the Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Sec. 8, Subsection 5 (Special Benefit Plan 3C), of two-thirds of the average final compensation after twenty-five (25) years of creditable service regardless of age. The 3C plan shall be effective on January 2, 2022.

10.1.2 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. ~~Maine Revised statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates. Effective January 2, 2022, the City's contribution to the 401a for any member covered under this agreement shall be the amount set in 5 M.R.S.A. Sec. 18252-B plus 2.5%. The City's contribution to the plan shall be 10% and the employee's contribution shall be 7.8%.~~

10.1.3 ~~Effective July 12, 2010, t~~Transfers between the Maine Public Employees Retirement System (MainePERS) and the ~~ICMA~~ 401(a)

defined contribution qualified pension plan ~~are no longer permitted, and an employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per~~ may only be made in compliance with MainePERS rules and laws.

10.1.~~45~~ The MainePERS Board of Trustees may establish by rule, the rate at which members (employees) who participate in the Consolidated Plan contribute to that plan.

10.2 The City shall continue to make available to all eligible employees enrolled in MainePERS for their primary pension plan the additional benefit of the so-called "two percent option" pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Sec. 8, Subsection 10 to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan. Such option shall be prospective only, beginning on April 17, 1980. ~~Said option shall be applied only to each year of MainePERS membership service in the Department served after completion of the age and service conditions for retirement and after April 17, 1980.~~

~~10.3 The City agrees to provide a listing of all options and benefits which are available to retiring employees.~~

10.~~34~~ The City offers a 457 plan ~~through ICMA~~. Participation in this plan is voluntary and is in addition to participation in a primary pension plan as outlined in 10.1.

10.~~45~~ The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.

10.~~56~~ The parties mutually agree to the terms of a Retiree Health Savings Account (RHSA) as outlined in Exhibit E.

11. SICK AND, BEREAVEMENT, AND FUNERAL LEAVE:

11.1 Sick Leave

Sick leave shall accrue at the rate of 1.85 hours for each full payroll week consisting of five (5) eight (8) hour days and accrue at the rate of 2.31 hours for each payroll week consisting of four (4) ten (10) hour days. Sick leave will accrue with unlimited accumulation. Sick leave may be taken only for the reasons outlined below:

11.1.1 Personal illness or ~~physical~~ incapacity, whether related to an employee's physical or mental health, of such a degree as to render the employee

unable to perform the duties of ~~his/her~~their position, unless the Police Chief determines that the employee is capable of other work in the Police Department. If requested, the employee shall furnish the Chief a certificate from his attending physician except as provided in 11.2 below.

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

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

11.1.4 Any permanent employee working a standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the calendar year is eligible to convert up to two (2) days or sixteen (16) hours of previously earned sick leave to an equivalent amount of personal leave. Eligible employees may make that election only during the month of February for each year of the contract.

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 either the Leave Incentive Plan as described in Appendix D or the Chief's Perfect Attendance Program.

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

~~11.1.5 Employees who wish to use sick leave to care for a domestic partner in accordance with 11.1.2 above, or in conjunction with Bereavement Leave in accordance with 11.1.3 above, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.~~

11.2 Bereavement Leave

11.2.1 An employee shall be excused from work for five (5) days or a maximum of

forty (40) hours because of death in ~~their~~^{his/her} immediate family, as defined below, and shall be paid ~~his/her~~^{their} regular rate of pay for the regularly scheduled work hours missed. Not more than eight (8) hours per day (10 hours per day for employees working a 4/10 schedule) shall be paid under this Article.

11.2.2 Immediate family is defined hereby as spouse or domestic partner, child, child of domestic partner, ~~mother, fatherparent, brother, sistersibling, motherparent~~-in-law, ~~father-in-law~~, grandparents, ~~step-motherparent, step-father, step-sister~~, and ~~step-brothersibling~~. Immediate family also includes member of spouse or domestic partner's family similarly related. If domestic partner, the employee must meet the City's eligibility requirements for claiming an individual as a domestic partner.

11.2.3 An employee shall be excused from work for one (1) regularly scheduled work day because of death of the following relatives: aunt, uncle, niece, nephew, grandchild, sibling-in-law, or other relatives living in the same household.

11.2.~~43~~ An employee may also use sick leave in addition to bereavement leave in the manner provided in Section 11.1.3 of this Article.

11.2.~~54~~ Under special circumstances, the Police Chief shall have the sole discretion to grant the provisions of 11.2.1 to significant others not stated under the provision of 11.2.2 and 11.~~23.31~~.

~~11.3 Funeral Leave~~

~~11.3.1 One (1) day (eight hours) may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, grandchild, brother-in-law, sister-in-law, or other relatives living in the same household.~~

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

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

12.1.1 Retirement Benefits

When an employee retires from continuous permanent active service with

the City and is immediately eligible for retirement benefits under one of the two primary pension plans outlined in Article 10, the employee shall receive an amount equal to ~~their~~his/her salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of 900 hours of pay.¹⁷ ~~provided the employee has a minimum of 480 hours of sick leave accumulated. Retiring employees with less than 480 hours shall not receive any payment.~~

12.1.2 Layoff Benefits

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

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

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

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

12.2.2.1 If said employee leaves a widow, or widower, with whom ~~he or she~~the employee was living at the time of death, then to such widow or widower;

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

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

- 12.3 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the total accumulated allowable amount up to one hundred eighty (180) days, as outlined in Sections 12.2 above. Furthermore, the

City agrees to pay up to \$15,000.00 for funeral expenses for a line of duty death of an employee.

- 12.4 For resigning employees of good standing with less than ten (10) years of continuous permanent service within the department, payment shall be one-fifth (1/5) of accumulation with a maximum payment of thirty (30) days; for resigning employees of good standing with ten (10) years or more of continuous permanent departmental service, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) weeks' notice of resignation. The use of vacation time during the employee's period of resignation must be approved by the employee's immediate supervisor. The City will require a doctor's certificate prior to paying an employee for sick leave taken after the employee has submitted their resignation from City service. This requirement may be waived by the Chief of Police or their designee.

13. ON THE JOB INJURIES:

- 13.1 Employees covered by this Agreement who are injured on the job and eligible for Workers' Compensation benefits shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to net pay while any incapacity exists, or until they are either placed on disability retirement, special plan retirement, return to active duty, resign, or are terminated by the Civil Service Commission for just cause. Absence because of such injuries shall not be charged to accumulated sick leave.

13.1.1 "Net Pay" is defined as the employee's base wages minus ~~their~~^{his} federal and state income tax deductions as of the date of injury.

- 13.2 In the event an injury is eligible for Workers' Compensation benefits, the 7-day waiting period shall be paid as part of the compensation due to the employee. If an employee injured on duty is disabled for more than fourteen (14) calendar days from the date of injury and the Workers' Compensation payment to the City for the 7-day waiting period exceeds the extra-hazardous payment for the waiting period, the City will send the employee a check for the excess.
- 13.3 Employees receiving Workers' Compensation benefits under this article shall continue to accrue sick leave, vacation benefits and holidays subject to the maximum accumulation, during the first twelve (12) months of incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case shall they receive double payment for vacation time. Insurance benefits shall continue as set forth in the Agreement.
- 13.4 Except as provided in 13.4.2 below, effective January 1, 2004, employees out on

Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until contributions are paid.

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

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

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

- 13.5 In the event of an on-the-job-injury, the City will deduct the dollar amount of an employee's regular pension contribution upon written authorization to do so from the employee and if said on-the-job injury payment is equal to or greater than said deduction. Said deduction may be made from sick or vacation leave, if available, in the event of an on-the-job injury.
- 13.6 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 16 of this Agreement or the arbitration procedure provided for by the Workers' Compensation Act.
- 13.7 The references to the Workers' Compensation Act in this article are not intended

to expand or contract any rights the City has under the Workers' Compensation Act.

- 13.8 When medical testing is required by the City as a result of a known work-related exposure to air or bloodborne pathogens and is scheduled by the City during an officer's off-duty time, the City will compensate the officer for the actual time spent in the medical office or testing location at the officer's regular rate, or overtime rate in the event that the total hours worked that week exceed 40. A minimum of one (1) hour will be paid. Travel time to and from the medical office or testing location will not be compensated. Any follow-up visits for additional testing or treatment which are required by the City will also be compensated on the same basis as provided in this section. The employee may receive compensatory time off rather than pay hereunder, at his/her the employee's option. Examples of pathogens which may result in such testing are tuberculosis, rabies or hepatitis.

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

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

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

13.8.4 When medical treatment is required for a supervisor during their regular shift as a result of an on-duty, work-related injury, and if the treatment extends beyond the officer's current shift, the City will compensate the officer for the off-duty time spent in the medical office, not to exceed two (2) hours at the officer's overtime rate in the event that the total hours worked that week exceed forty (40), or eight (8) or ten (10) hours per day as determined by the office's regular shift, but not for both. If the officer is required to return to the Police Department to complete necessary reports or paperwork after the medical treatment is concluded, the City will compensate the officer for the actual time spent at the officer's overtime rate. The employee may receive compensatory time off rather than pay hereunder, at his/her the employee's option.

13.9 Transitional Work Program

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 which are referred to as

"Transitional Work" that will be made available to those injured workers who, in the judgment of the City, will probably be able to return to "Regular Work" within three years of the date of injury. In making this decision major emphasis shall be placed upon information provided by health care professionals. "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. The City will first seek to return the employee to the position ~~the employee~~he/she held on the date of injury. If that is not possible, the City will return the employee to a permanent position within the bargaining unit, unless no such job exists.

13.9.1 Eligibility

Participation in the Transitional Work Program will be limited to a period of three 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; and (2) must have the approval of a treating physician. The City will provide transitional work within the injured employee's department providing such work is available.

13.9.2 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to 90 days in that assignment. If at the end of the 90 day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three years from the initial date of injury.

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 years of the date of injury, the Transitional Work assignment may be terminated. Such employees will retain any rights they may have under 39 M.R.S.A. Sec. 217 with regard to employment rehabilitation.

13.9.3 Re-employment within Three Years of Date of Injury

- 13.9.3.1 If an employee becomes capable of performing the essential functions of the job classification held on the date of injury,

with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level ~~he/she~~the employee would have received if the injury had not occurred.

13.9.3.2 If the employee cannot return to the job classification held on the date of injury within three years of date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower rank that are available within the bargaining unit.

13.9.3.3 Upon a determination of capability to work, the employee will provide the City with ~~their/his/her~~ current medical restrictions and the positions ~~he/she/they~~ wish ~~es~~ to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, the City will seek to return the employee to the Police Department unless no suitable position exists with the department. 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.

13.9.3.4 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.

13.9.4 Termination of Employment

13.9.4.1 In those cases in which an employee has been unable to perform all the essential functions of ~~their/his/her~~ Regular Work for three (3) years from the date of injury, the employee may be terminated from employment. This termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and, at the same time, will be requested to provide a current medical report which assesses ~~his/her~~their ability to return to Regular Work within the ninety (90) day period.

13.9.4.2 If unable to return to Regular work by the date

specified in the 90-day notification listed in 13.9.4.1, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with ~~his/her~~their current medical restrictions and the positions ~~he/she~~they wishes to be considered for, as an alternative to termination. The provisions of 13.9.3 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

13.9.5 Notwithstanding the above, all parties reserve their rights under the Workers' Compensation statute and other applicable State or Federal law.

14. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:

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

15. LEGAL AID AND PROTECTION:

- 15.1 Provided that the award of damages, including costs other than defense costs, against both the City and its employee(s) shall not exceed Four Hundred Thousand Dollars (\$400,000.00), which includes plaintiff's attorney fees and costs but not defense fees and costs, for any and all claims arising out of a single occurrence and subject only to the limitations set out hereinafter, when a member covered by this Agreement is sued for damages as a result of acts arising out of and in the course of his employment, the City shall:
- (a) Arrange, at the City's expense, for an attorney selected by the Corporation Counsel, to defend the member; and
 - (b) Upon final judgment or settlement of the case, the City shall pay, through a self-insurance program or in its discretion through purchased insurance coverage, the amount of any judgment or settlement so limited, including court costs; or
 - (c) Provide, in the City's discretion, defense and/or indemnification through purchased insurance coverage (limited to Four Hundred Thousand Dollars (\$400,000.00), including costs other than defense costs, for any and all claims arising out of a single occurrence).

15.2 Members have the following rights when represented by an attorney selected by the City:

15.2.1 The City attorney, prior to selecting an attorney to represent an Officer named in a lawsuit filed with the City, will consult with the Officer regarding the case and the attorney selection. Officers may indicate a preference for one (or more) attorney(s) over another (others) from the list of attorneys pre-approved by the City's attorney and the City shall take the Officer's input into account when selecting the attorney.

15.2.2 Officers who are named defendants in the case are entitled to be present at meetings between City representatives and the Officer's attorney regarding the case, including settlement discussions that would affect the Officer.

15.2.3 Attorneys hired by the City who simultaneously represent multiple parties, Officers(s) and/or Police Chief as well as the City, will recommend separate counsel for the Officer in the event that they determine that any of these parties have divergent interests.

15.3 Notwithstanding 15.1 and 15.2 above, the City shall not be required to either defend or to indemnify a member who engages in acts for which that member is charged with or indicted for a criminal offense; or for acts which are committed while off-duty that are not lawfully authorized law enforcement conduct; or for on-duty conduct that is the subject of a civil complaint and which the City determines, following an investigation, constitutes bad faith conduct by the Officer. The City shall in no event be required to pay any exemplary or punitive damages.

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

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

15.4.2 In any instance where the City denied coverage because it concluded

that the Officer was not engaged in the good faith performance of ~~his or her~~their lawfully authorized duties when committing the acts that are the subject of the civil case, and the civil case results in a judgment for the Officer or only a nominal amount of charges are awarded, the City shall reimburse the Officer for all costs of defense including reasonable attorney's fees and shall pay the nominal damages.

15.4.3 In any instance where the City is required to pay for the Officer's attorney fees as set forth in 15.4.1 and 15.4.2, the fees shall first be approved by the Corporation Counsel and, if a dispute arises as to the reasonableness of costs of defense, including reasonable attorney fees, then the dispute shall be referred to the Board of Overseers Fee Arbitration Panel for a final and binding determination.

15.4.4 The City is not required to pay any exemplary or punitive damages.

- 15.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee fully cooperate with the City in the defense of any claim by or against the City, regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officer, employees and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee, denial of the defense and indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act, and/or an assessment to the employee of losses incurred by the City that, in the City's judgment, would have been reduced or avoided with the employee's full cooperation.
- 15.6 Paragraph 15.5 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City and failure to do so may result in disciplinary action against the employee.

- 15.7 The City agrees to release the employee from his/her/their shift for appearances at any necessary proceedings on the date of such proceeding and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of his/her/their shift.
- 15.8 Any other language in Article 15 notwithstanding, the City's defense and indemnification obligations to an employee who is sued for acts committed while that employee was acting under the direction and control of and for the State, an agency of the State including but not limited to the Maine Drug Enforcement Agency, the Federal government, or any other governmental or quasi-governmental entity, shall be secondary to defense and indemnification coverage provided by that agency.
- 15.9 This provision shall in no way prevent the City from obtaining, in full or in part, insurance coverage for legal aid and protection required in this article. It is agreed that any insurance contract shall be between the City and the insurer or insurers chosen by the City. The rights of the City and the members are governed by this article and are not affected by the terms of any policy of insurance.

16. GRIEVANCE PROCEDURE:

- 16.1 Should the Association feel aggrieved concerning the interpretation or application by the Department or the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:
- 16.2 The Association, through its authorized representative, shall take up the grievance with the employee's immediate supervisor. The supervisor shall meet with the Association within three (3) working days of receipt of notification of the grievance from the Association.
- 16.3 If the Association and the supervisor have not resolved the grievance, the Association may submit the details of such grievance in writing to the Chief of Police within five (5) working days after meeting with the Supervisor under Step A. The written grievance shall include the following:
- 16.3.1 a statement of the grievance including the facts surrounding the issue;
 - 16.3.2 identification of the clause, section, or provision of the Agreement which is in dispute;
 - 16.3.3 the remedial action requested, when possible or practicable. The Chief shall respond to the grievance within five (5) working days after

the grievance hearing at ~~his/her~~their level.

- 16.4 Within five (5) working days of receipt of the Chief's decision, the Association may appeal the decision to the Director of Human Resources by filing a copy of the written grievance and the responses at steps 16.2 and 16.3. The Director of Human Resources shall meet with the Association and provide the Association with a written response within ten (10) working days after the grievance hearing at the Director of Human Resources' level.
- 16.5 Within five (5) working days of receipt of the Director of Human Resources' decision, the Association may appeal the decision to the City Manager by filing a copy of the written grievance and the responses at Steps 16.2, 16.3, and 16.4. The City Manager shall meet with the Association and provide the Association with a written response within ten (10) working days after the grievance hearing at the Manager's level.
- 16.6 In the event that the decision of the City Manager rendered pursuant to 16.5 above is not acceptable to the Association, within five (5) working days after receipt of the decision at Step 16.5, it may request in writing that the matter be submitted to arbitration. The City and the Association shall attempt to mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Said arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.
- 16.7 If a hearing has not been scheduled within ten (10) working days of receipt of the grievance at Steps 16.2, 16.3, 16.4 or 16.5 above, the Association may appeal the grievance to the next consecutive step of the grievance procedure. The time limits for processing of grievances may be extended by written consent of the parties.
- 16.8 At Steps 16.3, 16.4 or 16.5 of the grievance procedure, the Chief of Police, Director of Human Resources or City Manager may designate a duly authorized representative to act on ~~his/her~~their behalf.
- 16.9 Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance as set forth in Title 26, Maine Revised Statutes Annotated up to and including the Manager's level.

- 16.10 The Association, or one of its members, may grieve general "non-contract" disputes arising out of conditions which are in whole or in part subject to the control of the Chief and/or which involve safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisions, and unjust treatment by fellow members. Such disputes as described in this Section may be grieved through Section 16.5, the City Manager's level, but such grievances are not arbitrable.
- 16.11 All grievances shall be commenced not later than thirty (30) days after the occurrence of one of the following two events, whichever shall be later in time:
- 16.11.1 The time of the occurrence of the event or omission giving rise to the grievance, or
 - 16.11.2 The time the event became known to either the Association or the employees concerned.
 - 16.11.3 For the purposes of this Article, a work day shall be based upon a Monday through Friday, forty (40) hours' work week.

17. PHYSICAL FITNESS:

- 17.1 The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the Department and the quality of police services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of ~~his/her~~their position.
- 17.2 The Chief is authorized to promulgate a rule requiring each employee to undergo a physical fitness testing program on a regular basis ~~beginning July, 1984~~. Said rule shall outline the tests which the employee is required to undergo, the testing standards and program guidelines.
- ~~17.3~~ ~~17.3~~—The City shall provide \$75.00 annually to each employee to be used for a physical examination and/or to maintain their level of physical fitness to perform the normal duties of their position. In no case shall the City be obligated under this Article to spend more than \$75.00 per employee per year. Payment of the \$75.00 shall be made as soon as possible after the beginning of each fiscal year, ~~beginning July 1, 1985~~, but not later than 30 days after the beginning of the new fiscal year.
- 17.4 The parties hereby recognize that officers' mental health is critically important and also impacts the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. As a result, each employee is

required to attend and participate in a check-in appointment with a qualified, licensed mental health professional on an annual basis, measured by calendar year. If an employee does not have their own treating mental health professional, one will be provided by the City at no cost to the employee. Such appointments will be scheduled on a day when the employee is regularly scheduled to work, and the employee shall be excused, with pay, for the entire shift.

17.4.1 Employees will be required to provide proof of attendance and good-faith participation in the appointment, but will not be required to disclose the contents of their conversation with the mental health professional. The mental health professional may provide additional information to the Department when necessary to avert a serious and imminent threat to health or safety of the employee or others, as required by law.

17.4.2 Appointments for employees who work the night shift will be scheduled during the day immediately proceeding or following a regularly scheduled shift, and the employee shall be excused, with pay, for the entirety of that regularly scheduled shift.

18. TRAINING:

18.1 The City agrees to make available to each Superior Officer, and employees agree to participate in a minimum of twenty (20) hours per year of in-service training. Employees will be compensated for this and other mandatory training at appropriate rates for the time spent in training.

18.1.1 Employees who attend mandatory training during off-duty hours will receive a minimum of four (4) hours of straight time pay for attendance at the training or one and one-half times their hourly rate for actual hours spent in training, whichever is greater.

18.2 All opportunity for attendance at educational and/or training schools shall be posted with sufficient notice to employees so that application may be made.

18.3 Compensation for hours spent in approved non-mandatory training during off-duty hours will be either in the form of compensatory time at a time and one-half rate or at the employee's overtime rate, at the discretion of the Chief or their designee, except as provided in 18.4 below.

18.4 EMT training is non-mandatory training. Employees will not be compensated for off-duty time spent in EMT training or for travel to and from EMT training.

18.5 The City will pay tuition costs, including fees for training materials, and

certification fees related to EMT training and certification that is recognized and approved by the State of Maine. The City will also pay re-certification fees associated with maintaining this certification.

- 18.6 Travel time will be paid for travel to and from required training that the Officer is attending as a student providing the Officer has already worked eight (8) or ten (10) hours, including time spent in training, on the date the travel occurs. Such compensation shall be in the form of compensatory time at a time and one-half rate and shall not include the time the employee would normally spend commuting from home to work exceed a maximum of two hours each way. Overnight travel will be compensated in accordance with FLSA standards.

18.6.1 Requests for compensation for travel time must be submitted on a pay slip separate from the slip for the training.

18.6.2 The Chief or designee may approve travel time associated with non-required training but such approval is at the Chief's ~~his/her~~ discretion.

19. STRIKES AND SLOWDOWNS PROHIBITED:

- 19.1 During the life of this Agreement, 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.

20. SAVINGS CLAUSE:

- 20.1 If any provision of this Agreement is in conflict with any City ordinance or regulation, this Agreement shall prevail. The invalidity of any particular provision of this Agreement shall not affect the validity of the remaining provisions. If for any reason any particular provision of this Agreement is found to be invalid, then that particular provision shall be renegotiated.

21. P.S.O.B.A. PRESIDENT, BOARD OF DIRECTORS, AND REPRESENTATIVES:

- 21.1 The President of the Association shall be allowed reasonable time off without loss of any benefits to prepare for representation and to represent members.
- 21.2 Members of the Board of Directors shall be allowed reasonable time off without loss of any benefits to represent members, at the member's request, 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.

- 21.3 Members of the Negotiating Committee shall be allowed sufficient time off without loss of benefits to represent the Association on all negotiations with the City concerning the Collective Bargaining Agreement.
- 21.4 The Association shall supply a list of all members referred to in paragraphs 21.1 - 21.3 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Association's President, Board of Directors and Negotiating Committee.

22. MEMBERS RIGHTS:

- 22.1 Members of the Portland Police Department hold a unique status as public officials, and the security of the City and its citizens depends to a great extent upon the manner in which members of the Department perform their manifold duties. The performance of such duties involves the members in all manner of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by Superior Officers designated by the Chief of Police or other competent authority.

- 22.2 To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:

22.2.1 As much as possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the Department. The Officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating Officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, ~~he/she~~ the member shall be so informed.

22.2.2 The interrogation shall be digitally recorded and the recording preserved by the investigating Officer until ~~the~~ investigation is resolved. A copy of the tape shall be provided to the member upon the member's ~~his/her~~ written request. The interrogation shall be conducted with the maximum amount of confidentiality possible. The interrogation of a member suspected of violating Department Rules and Regulations shall be limited to questions which are directly, narrowly, and specifically related to the member's performance of duty as it relates to the alleged violation.

22.2.3 If the member is under arrest or is likely to be, that is, if ~~the member~~ he/she

is a suspect or the target of a criminal investigation, ~~the member~~he shall be afforded all rights granted under such circumstances to other persons.

22.2.4 In all cases wherein a member is to be interrogated concerning an alleged violation of Departmental Rules and Regulations which, if proven, could result in ~~his/her~~their removal from the Department, ~~the member~~he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of ~~their~~his choosing and/or a representative of the Association before being interrogated, and ~~his/her~~their attorney and/or a representative of the Association may be present during the interrogation, but may not participate in the interrogation, except to counsel the member.

22.2.5 If the member under investigation is requested to submit to a polygraph examination, ~~he or she~~the member will be apprised in writing of the incident or incidents about which the inquiry is to be made to enable the member to confer with counsel of ~~his or her~~their choosing. The questions asked on the polygraph examination will be limited to those directly and specifically related to the alleged violation. If a member is requested to submit to any other type of test, ~~he or she~~the member will be advised of the type of test and ~~the member~~ will be afforded an opportunity to obtain a similar independent test if available.

22.2.6 The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation. At the end of thirty (30) working days the member will be informed of the status of the investigation.

22.2.7 Consistent with Maine State Law and with the Union's approval all internal affairs records that exceed the seven (7) year statute of limitation will be destroyed once per year as determined by the Chief. Any member may request that their records be destroyed on the anniversary of the seven (7) year statute of limitations.

22.3 No disciplinary action shall be taken by the Chief of Police, or ~~his/her~~their designee, against any member of the Department covered by this Agreement without due notice and the opportunity for a fair hearing before the Chief of Police or ~~his/her~~their designee.

22.4 For purposes of Section 22.3 of this provision, designee refers to an Officer above the rank of Major. Any reference to the Chief of Police in this Article may also apply to the Chief's designee.

22.5 Any member charged with a violation of Departmental Rules and Regulations,

incompetence, misconduct, negligence, insubordination, disloyalty, or other charge, shall be informed of the exact nature of the charge, and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. At the hearing before the Chief, the member may be accompanied by legal counsel and/or a representative of the Association. The member shall have the right to confer with ~~his/her~~their counsel at any time during the hearing and shall have the right to have ~~his/her~~their counsel speak on ~~his~~their behalf.

22.6 The hearing before the Chief of Police shall be informal in nature.

22.7 If, following the hearing, the Chief of Police finds there is just cause for taking disciplinary action, ~~the Chief-he/she~~ may:

22.7.1 Suspend the member for not more than fifteen (15) working days;

22.7.2 In lieu of suspension and upon concurrence of the member, require the member to work not more than ten (10) days off without compensation; or,

22.7.3 In lieu of suspension and upon concurrence of the member, require the member to attend a corrective school or counseling on off-duty time without pay.

22.8 No written reprimand involving an alleged violation of Departmental Rules and Regulations shall be placed in a member's personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond in writing and contest the validity of the written reprimand. The Chief of Police shall review both the reprimand and contesting document and upon finding just cause for the reprimand, may place in the member's personnel file and/or records the written reprimand and the contesting document. Such written refutation by the member shall be submitted to the Chief of Police within five (5) days after the member has received a copy of the reprimand.

22.9 When, through appropriate procedures, it is determined by the Chief of Police that just cause exists for removing a member or for suspending him for a period greater than fifteen (15) working days, the Chief of Police may recommend his removal or suspension to the Civil Service Commission. Any such recommendation shall be processed under the Civil Service Ordinance and shall not be grievable under this Agreement. Any final decision of the Civil Service Commission may be appealed only to Superior Court.

22.9.1 In the event that an employee is suspended by the Commission for a period

in excess of thirty (30) consecutive days, the employee shall not accrue vacation, sick, or holiday benefits during the period of such suspension.

22.9.2 In lieu of the discipline being processed under the Civil Service Ordinance, the employee may waive in writing all Civil Service procedures regarding the proposed discipline and proceed before the Chief in accordance with the procedures set forth in 22.3 through 22.6. If the employee opts to proceed and accept discipline directly from the Chief, and feels aggrieved concerning the discipline, the Association may process such grievance in accordance with Article 16 of this Agreement.

22.10 For the purpose of this section, "disciplinary action" shall not include oral reprimands when no record of the reprimand is made directly to the member's personnel file and/or records.

22.11 All written reprimands and reports of disciplinary action (except instances involving suspension) shall be removed from the personnel file and/or records and destroyed one year after the incident involved, unless during that year the member has had subsequent disciplinary action taken against him/her/them involving other incidents. Under no circumstances shall the written reprimand or report of disciplinary action remain in the member's personnel file for more than two (2) years.

22.11.1 All records and/or reports of disciplinary action involving the suspension of a member for five (5) days or less shall be removed from the personnel file and/or records and destroyed three (3) years after the incident involved, unless during that period of time the member has had subsequent disciplinary action taken against him them involving other incidents. Under no circumstances shall the written reprimand or report of the disciplinary action remain in the member's personnel file and/or records for more than five (5) years.

22.11.2 All records and/or reports of disciplinary action involving the suspension of a member for more than five (5) days shall be removed from the personnel file five (5) years after the suspension, unless during that period of time the member has had subsequent disciplinary action taken against themhim involving other incidents. Under no circumstances shall the records and/or reports of disciplinary action remain in the member's personnel file for more than eight (8) years.

22.12 All personnel records shall be confidential in conformity with applicable State law.

22.13 Any dispute concerning the confidentiality of such records or the access of members shall be finally determined by a court of competent jurisdiction and is

not an arbitrable matter.

- 22.14 Upon request, a member shall have the right to inspect ~~his/her~~their official personnel record wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under supervision by the Department. A member shall have the right to make duplicate copies for ~~his/her~~their own use. No record(s) shall be withheld from a member's inspection.
- 22.15 A member shall have the right to include in ~~his/her~~their personnel record written refutation of any material ~~he/she~~the member considers to be detrimental.

23. SENIORITY AND PERSONNEL REDUCTIONS:

- 23.1 Seniority *for all promotions subsequent to January 1, 2013* shall be determined *as follows*.

First, by the employee's rank.

Second, by the length of continuous time in rank

Third, by the length of continuous time in the previous rank.

Fourth, by length of continuous service with the City from the date of swearing in as a full-time police officer.

Fifth, by the date of employment with the City.

Finally, in the event of a tie in seniority dates, by alphabetical order.

- 23.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.

- 23.3 Seniority points for the purpose of creating the eligible list for promotion, ~~pursuant to Section 2-63 (2)(a) & (3)(d) of the Civil Service Ordinance~~, are calculated by "total time served as a member of the department and include time served as a police cadet".

- 23.4 For purposes of patrol assignments and transfers, as outlined in Section 24 of this agreement, seniority shall be determined as defined in Section 23.1.

- 23.5 In the event the City determines that it is necessary to reduce the work force, such reductions shall be made by seniority as defined in Section 23.1.

23.5.1 In the event of a reduction in force, bumping shall be allowed from a higher rank to a lower rank in the unit provided the employee who is bumping has had prior service time in the lower rank. Any employee who bumps down due to a reduction in force shall be promoted back in the reverse order of bumping.

23.5.2 When an employee is bumped, seniority in ~~his/her~~their new rank shall be determined by the employee's prior length of service in the new rank to which ~~he/she~~the employee is bumping as well as the employee's length of service in the rank from which ~~he/she~~the employee was bumped.

23.5.3 Employees who bump into a position under Section 23.5.1 above will be compensated at the rate provided in the City's pay plan for that position.

23.6 In the event of a lay-off, the affected employee has recall rights for fifteen (15) months from the day of such lay-off, and employees will be recalled in the reverse order of lay-off.

23.6.1 Employees who are laid off will receive any separation pay to which they may be entitled.

23.6.2 The affected employee shall deliver ~~his or her~~their then mailing address and telephone number, if any, to the Chief of Police at ~~his~~the Chief's office and shall be obligated, as a continuing condition of ~~his~~their recall rights for said fifteen (15) month period, to continue to inform the Chief in writing of any change thereafter.

23.~~7~~6 All other promotional seniority determined prior to January 1, 2013 shall not be affected by this agreement and shall remain as currently in effect.

24. TRANSFERS:

24.1 All decisions regarding the voluntary transfer of officers to all patrol assignments ~~on the A, B, and C Teams~~ shall be made for the safe and necessary operation of the Department, as determined by the Chief, or ~~his~~their designee, in accordance with the following criteria: 1) Seniority; 2) Qualifications; 3) Experience; 4) Performance; 5) Special training of skills.

24.2 In those instances when two or more officers have requested the same assignment, the officer with the most seniority must be assigned to that vacancy unless the Chief or ~~his/her~~their designee specifically finds that, based upon the above criteria, the employee with the lesser seniority is more qualified for the assignment.

24.3 The Chief of Police shall make the decision regarding the involuntary transfer of an officer to any assignment for cause in accordance with departmental needs. Cause for an involuntary transfer includes, but is not limited to, those instances when:

1. the filling of a vacancy, either permanently or temporarily, is

determined necessary to the safe operation of the Police Department;

2. the employee does not have an acceptable working relationship with other employees on ~~his/her~~their shift;

3. The employee's assignment creates the appearance of a conflict of interest for the department;

4. the employee has failed to maintain sufficient competency to properly perform ~~his/her~~their assignment and assume the responsibilities of ~~their~~his/her position;

5. the employee's performance is not accomplishing the functions and objectives of the department;

6. the employee demonstrates a lack of knowledge of the laws required to be enforced~~ds~~ or an unwillingness or inability to perform assigned tasks;

7. the employee has failed to conform to work standards established for the employee's rank or position;

8. the transfer is necessary for the health and safety of the department;

9. the employee's current assignment creates a risk of liability for the department;

10. the employee is unable to maintain an appropriate level of cooperation in ~~their~~his/her dealings with other agencies to meet the goals that are a function of the employee's assignment.

24.4 No employee will be transferred for disciplinary reasons.

24.5 All officers involved in any transfer shall be given two (2) weeks prior notice. The Chief will meet with the officer at the officer's request to discuss the reasons for the transfer and provide the officers with specific written reasons relative to the above criteria.

24.6 Police Officers promoted to the rank of Sergeant will initially be assigned to Patrol and will remain in a Patrol assignment for six (6) months except as provided below. The six (6) month period begins on the date the Officer is sworn in to the rank of Sergeant. Sergeants with less than six (6) months in the bargaining unit may apply for other assignments in the event that no applications are received from unit members with over six (6) months in the unit.

24.7 Notwithstanding any other provisions of this section, specialized, outside assignments will not exceed three (3) years in duration; unless a public safety necessity dictates a longer duration. Specialized, outside assignments that involve the supervision of a unit, task force or group will not exceed five (5) years in duration. Specialized assignments are defined as sworn assignments with an outside agency or program.

24.7.1 Upon acceptance of assignment to a specialized, outside assignment, the

assigned officer will vacate ~~his/her~~their current assignment. At the conclusion of the specialized, outside assignment, the officer will be assigned to a non-specialty position within the department in accordance with that officer's seniority within the department. An officer returning to the department after a specialized, outside assignment will be entitled to "bump" an employee from that employee's current assignment in a non-specialty position in accordance with the returning officer's seniority within the department.

24.7.2 In cases where personnel are drawn only from a specialized unit because of departmental staffing issues or required training the officer will be allowed to return to their respective unit upon completion of their outside, specialty assignment, regardless of that officer's seniority within the department or specialized unit.

24.7.3 The duration of a specialized, outside assignment shall be at the sole discretion of the Chief of Police. The Chief of Police will be the final authority regarding the duration of an assignment.

25. LEAVES OF ABSENCE:

25.1 Military and Reserve Service Leave

Military leave and Reserve Service Leave shall be available to employees under the terms and conditions of applicable federal and/or State legislation. Any disputes as to rights under this provision are not arbitrable but may be determined by a court of competent jurisdiction.

25.2 Disability Leave of Absence

25.2.1 When disabled, an eligible employee may be placed on an unpaid leave of absence not to exceed three months if (1) either ~~he the employee~~ or ~~their~~his attending physician requests same or, (2) ~~the employee's~~his attendance or performance becomes unsatisfactory because of the disability. This initial twelve (12) week period will be processed as Family Medical Leave if the disability is covered by the Family Medical Leave Act.

25.2.2 Should the Chief of Police determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In making such a determination, the Chief of Police shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns ~~his/her~~their health and physical capabilities. In the event the employee does not have a

physician, the Chief of Police may direct the employee to go to a physician selected by the City. In order that such physician shall have the necessary facts upon which to base ~~his/her~~their recommendation, the Chief of Police and the Director of Human Resources shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Chief of Police requires the employee to go on a leave of absence, if the affected employee or Association files a grievance, the burden of proof shall then be upon the City as to the correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits.

25.2.3 Except for emergencies, the employee shall submit a written notification to the Chief of Police at least two weeks prior to ~~his/her~~their anticipated departure stating the probable duration of the leave. The Chief of Police may require the employee to provide a statement from ~~his/her~~their physician setting forth (1) the anticipated duration of the disability, and (2) whether ~~he/she~~the employee may continue to perform ~~his/her~~their work assignments.

25.2.4 Upon written request of the employee submitted to the Chief of Police at least two weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Chief of Police and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time but not to exceed a total of twelve months duration.

25.2.5 Disabilities caused or contributed to by pregnancy are, for all job related purposes, temporary disabilities.

25.2.6 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 period.

25.3 Personal Leave of Absence:

25.3.1 An employee may request a personal leave of absence without pay for a period not in excess of thirty (30) days. The Chief, in ~~his/her~~their sole discretion, may grant such leave.

25.3.2 During the period of such leave, the employee shall not be entitled to or accrue sick leave, vacation days or holiday pay. Insurance benefits shall continue as set forth in the Agreement. Seniority will accrue during the period of such leave.

25.4 Family Medical Leave

25.4.1 ~~FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. An employee who has been employed for twelve (12) consecutive months and has worked 1250 hours in the last twelve months is entitled to up to a total of twelve weeks of Family Medical Leave in any twelve month period. 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. Upon request, the employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. ~~FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.~~

~~25.4.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner or child of a domestic partner must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.~~

25.5 The employee is expected to return to work upon the expiration of the granted leave or to have arranged an extension of the leave prior to its expiration. If the employee fails to return to work on the expiration of the granted leave the employee will be deemed to be absent without leave and will be disciplined in accordance with departmental work rules.

25.6 During the term of any leave of absence taken in accordance with this Article the City shall continue to provide the employee with health insurance coverage for the duration of any authorized leave. Employees shall continue to accrue sick and vacation leave and receive payment for holidays for the first twelve (12) weeks of any authorized leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve (12) weeks, there will be no further accrual of holidays, sick or vacation time except when the City exercises its rights under 24.2.2 and places the employee on leave. Seniority, however, accrues during the term of the leave.

26. **RESPONSE TIME:**

26.1 Residency within the territorial limits of the City of Portland shall not be a condition of employment; however, in order to safeguard the health, safety, and welfare of

Portland citizens, the Chief of Police has authority to promulgate a Departmental Rule and Regulation establishing a required "response time" for employees.

- 26.2 Within five (5) working days of the date of promulgation of the rule, the Association may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of arbitration shall be the same as those provided in Section 16.6 of Article 16, Grievance Procedure.

27. PRINTING COPY OF AGREEMENT:

- 27.1 The City will ~~provide a PDF file~~~~have five (5) copies~~ of the Agreement ~~for to~~ the Association within thirty (30) days subsequent to the ratification of the Agreement by both parties.

28. DUES DEDUCTION:

- 28.1 The City shall deduct regular weekly Association dues only upon receipt by the City Director of Human Resources of a signed authorization form from individuals who are members of the Association. Such authorization forms shall be supplied by the Association and be acceptable to the City. A sample copy of such form is appended hereto as Appendix ~~BC~~ and shall be the form used in every instance. Said forms shall include a provision that the deduction, once duly authorized, may be cancelled only after fourteen (14) days written notice by the member to the City Director of Human Resources. If any such notice of cancellation is not revoked in writing by the member and delivered to the City Director of Human Resources within the above fourteen (14) day period, the City shall cease making deductions for that member.
- 28.2 The City agrees to forward the aggregate dues deducted to the duly elected Treasurer of the Association as soon as practicable. The City further agrees to forward, with such aggregate dues, separate totals of amounts paid to the Portland Police Protective Association and the Police Superior Officer's Association. In the event of a change in the amount of the dues voted by the Union membership during the term of this agreement, the Treasurer of the Union shall notify the City Director of Human Resources of such change in writing. After receipt of such notice by the Director of Human Resources, 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 unless and until the Director of Human Resources receives a cancellation notice pursuant to Section ~~287.1~~ above.
- 28.3 The Association hereby agrees to indemnify, defend and hold the City harmless from any and all claims, actions, causes of action, grievances, loss, expenses, including attorneys fees, or any other possible obligations arising out of or relating to said dues deductions or other obligations pursuant to Sections ~~287.1~~ and ~~287.2~~

above.

28.4 Nothing contained in this Article 28~~7~~ shall be construed as requiring employees represented by the Association to become or remain members of the Association.

29. SAFETY COMMITTEE:

29.1 The Safety Committee shall be comprised of three (3) members appointed by the President of the PBA, one (1) member appointed by the President of the PSOBA, two (2) members appointed by the Chief of Police, and the Human Resources Department's designee.

29.2 The Committee shall meet bi-monthly or as set by the Committee, or more often at the request of any member of the Committee.

29.3 The Committee shall develop recommendations on matters affecting employee safety for the Chief of Police. Recommendations shall be adopted by the Committee, for transmittal to the Chief, by majority vote.

The Chief shall respond in writing to all recommendations of the Committee as expeditiously as possible.

30. TERM:

2930.1 This Agreement shall govern the rights of the parties from January 1, 2025~~4~~ until and including December 31, 2027~~4~~ provided, however, that if a new Agreement is not executed by the parties hereto on or before December 31, 2027~~4~~, the benefits of this Agreement accruing to the employees covered shall remain in effect until a new Agreement is reached, unless the parties shall mutually agree to the contrary.

IN WITNESS WHEREOF, the CITY OF PORTLAND has caused this Agreement to be signed and sealed by Danielle West, its City Manager and the PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION has caused this Agreement to be signed and sealed by ~~Eric Nevins~~Sean Hurley, its President, on the date first above written.

CITY OF PORTLAND

By_____

Danielle West, City Manager

PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION

By _____
~~Eric Nevins~~ Sean Hurley, its President

**APPENDIX A
PPSOA PAY PLAN**

Sergeant

8% COLA 07/06/25			5% COLA 07/05/26			5% COLA 07/04/27		
1	0 - 3 Yrs	\$46.16 \$1,846.40	1	0 - 3 Yrs	\$48.47 \$1,938.80	1	0 - 3 Yrs	\$50.89 \$2,035.60
2	3 - 5 Yrs	\$47.54 \$1,901.60	2	3 - 5 Yrs	\$49.92 \$1,996.80	2	3 - 5 Yrs	\$52.42 \$2,096.80
3	5 - 8 Yrs	\$48.97 \$1,958.80	3	5 - 8 Yrs	\$51.42 \$2,056.80	3	5 - 8 Yrs	\$53.99 \$2,159.60
4	8 - 10 Yrs	\$50.45 \$2,018.00	4	8 - 10 Yrs	\$52.97 \$2,118.80	4	8 - 10 Yrs	\$55.62 \$2,224.80
5	10+ Yrs	\$51.96 \$2,078.40	5	10+ Yrs	\$54.56 \$2,182.40	5	10+ Yrs	\$57.29 \$2,291.60

Lieutenant

8% COLA 07/06/25			5% COLA 07/05/26			5% COLA 07/04/27		
1*	0 - 3 Yrs	\$55.60 \$2,224.00	1*	0 - 3 Yrs	\$58.38 \$2,335.20	1*	0 - 3 Yrs	\$61.30 \$2,452.00
2	3 - 5 Yrs	\$57.27 \$2,290.80	2	3 - 5 Yrs	\$60.13 \$2,405.20	2	3 - 5 Yrs	\$63.14 \$2,525.60
3	5 - 8 Yrs	\$58.99 \$2,359.60	3	5 - 8 Yrs	\$61.94 \$2,477.60	3	5 - 8 Yrs	\$65.04 \$2,601.60
4	8 - 10 Yrs	\$60.76 \$2,430.40	4	8 - 10 Yrs	\$63.80 \$2,552.00	4	8 - 10 Yrs	\$66.99 \$2,679.60
5	10+ Yrs	\$62.58 \$2,503.20	5	10+ Yrs	\$65.71 \$2,628.40	5	10+ Yrs	\$69.00 \$2,760.00

* 1st step is 7% higher than top step Sergeant pay, all other steps are 3% higher

* 1st step is 7% higher than top step Sergeant pay, all other steps are 3% higher

* 1st step is 7% higher than top step Sergeant pay, all other steps are 3% higher

EMPLOYEE VOLUNTARY DEDUCTION FORM

INSTRUCTIONS: Please type or print.
The deduction form must accompany the payroll that change appears on.

27.1 Voluntary Cancellation of Membership

Page 503

APPENDIX C
Allowable Apparel and Equipment for On-Duty Use

Black Leather Jacket, Black Shoes & Black Leather Gloves
Winter Footgear
Business Suits/ Court Attire
Alterations to Suits/ Uniforms
Sweater
Black Boots
Prescription Eyewear
*Whistle and Chain
*Ear Phones
*Ticket Book Holders
*Off-Duty Holster
*On-Duty Holster (Approved)
*Badge
*Badge Case
*Black Pens
Flashlight (and replacement batteries, bulbs, lenses)
Flashlight holder
*Hand cuffs / Case
*Cuff Key
Practice Ammunition
Winter Scarf (Navy blue or black)
*Trooper-Style Pile Caps
*Insulated Collarless Vests
Sneakers (Chief designated)
Sunglasses
Turtleneck
Watch Cap
*Approved Multi-Purpose Knife
*Duty Bag
*Duty Belt (Nylon or Leather)
*BDU's for training purposes
*Duty Approved Weapon (~~Glock 17, 19 21, 26, 30 or pre-approved and inspected AR15/M16 .223 rifles~~), pre-approved weapons optics and attached flashlight and replacement batteries, bulbs and lenses
Promotional Exam Study Materials
Business Cards
Job Specific Books
*Outer Vest Carrier
Cell Phones
Fitbits, Smart Watches or other approved fitness activity tracking devices

*Items designated as equipment.

APPENDIX D

LEAVE INCENTIVE PROGRAM

I. Program

- A. Any eligible employee may volunteer to participate in this Unused Sick Leave Incentive Program.
- B. Any Officer who has used two (2) days or less of sick leave within the previous twelve (12) months may elect to convert six (6) days of earned sick leave to five (5) days of paid leave. Any remaining earned sick leave during this period shall be accumulative as sick leave in accordance with the provisions of the COLLECTIVE BARGAINING AGREEMENT.
- C. The usage of these paid leave days shall be scheduled by the Department so as not to increase any financial obligation to the City, e.g. overtime coverage.
- D. A day is defined to be eight (8) hours or ten (10) hours depending on schedule.
- E. These paid leave days converted from sick leave shall not be interpreted to extend vacation day accumulation as provided in the COLLECTIVE BARGAINING AGREEMENT. Specifically, the maximum vacation accrual shall not be increased.
- F. It is the sole responsibility of the employee to initiate participation in this incentive program. The employee shall provide written notification to the department's Principal Administrative Officer of his/her/their decision to participate and forward a copy to the SOA President.

For the City of Portland

Date

For the SOA

Date

APPENDIX E

PSOBA/PORTLAND POLICE DEPARTMENT – RHSA

The City agrees to create a Retirement Health Savings Account (RHSA) for Members of the collective bargaining unit. The RHSA will contain the following provisions:

- 1. Employees shall not be eligible to participate in the RHSA until they have successfully completed their six-month probationary period.**
- 2. A participant in the RHSA will contribute pre-tax dollars, via payroll deduction, to the RHSA, in the following amounts:**
 - a. Sick Leave Accrual Contribution – In those instances where the employee’s sick leave accrual at the end of the year (2021) reaches the number of hours designated below, the City agrees to contribute the monetary equivalent rate of compensation for the hours set forth below:**

i. less than 400 hours	– 0 hours contributed
ii. 400 hours to 599 hours	– 20 hours contributed
iii. 600 hours to 799 hours	– 40 hours contributed
iv. 800 hours to 999 hours	– 60 hours contributed
v. 1000 hours to 1199 hours	– 80 hours contributed
vi. 1200 hours to maximum	-- 100 hours contributed
 - b. Catch up Contributions -- In the first year of the plan only, at the end of calendar year 2021, employees whose accruals eclipse the figures set forth above will be allowed to contribute “catch up” amounts as follows: Employees who reached 600 plus hours will be able to contribute 40 hours plus the 20 hours for the prior (400 hour) step. For employees with 800 plus hours, they will be able to contribute the 60 hours, plus the 40 hours plus the 20 hours for a total of 120 hours; and so on and so forth to the highest step.**
 - c. Completion of Service – Upon completion of service with the Police Department, fifty percent (50%) of all employee’s compensable time as set forth in the CBA for termination pay, shall be deposited by the City into the employee’s RHSA at the then monetary equivalent rate of compensation. The**

other fifty percent (50%) shall be paid to the employee in cash.

3. A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE PORTLAND POLICE SUPERIOR
OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE ME 109**

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 Portland Police Superior Officers Association (the “SOA Negotiating Team”) (collectively, the “Parties”).

WHEREAS, the City of Portland and the Portland Police Superior Officers Association are parties to a collective bargaining agreement that expired on December 31, 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 January 1, 2025 through December 31, 2027.
2. 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. Following a request to bargain from the Union, the parties agree to impact bargain if the premium required by the PFMLA exceeds 1% of wages during the term of this collective bargaining agreement.
3. The addition of a 10+ year step on the pay plan, as well as any increases in current stipends or new stipends, including, but not limited to, the educational, speciality, and shift differential stipends, shall be effective July 6, 2025.
4. Upon implementation of the agreement, all bargaining unit members shall receive a one-time bonus in the amount of \$2,500.00.
5. The Parties agree to recommend and advocate adoption of the successor collective bargaining agreement to their respective principals.

PORTLAND POLICE SUPERIOR
OFFICERS ASSOCIATION,
FOP LODGE ME 109

CITY OF PORTLAND

By: Sgt. Sean Hurley, President
Date: _____

By: Keith Hansen, Chief Negotiator
Date: _____

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		\$80,000		\$533,000		\$551,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$80,000	\$80,000	\$533,000	\$533,000	\$551,000	\$551,000
New Program Impact to the Tax Rate	\$0.0053	\$0.0053	\$0.0352	\$0.0352	\$0.0364	\$0.0364
New Program % Impact on Tax Rate	0.0804%	0.0352%	0.5357%	0.2345%	0.5538%	0.2424%
Tax Rate Including New Program	\$15.02	\$15.02	\$15.05	\$15.05	\$15.05	\$15.05

The cost of year 1 (FY25) is \$80K and only includes one-time ratification bonuses.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 16, 2025

SUBJECT: Order 176-24/25 Accepting and Appropriating a \$5,995.00 Donation from Paul Rollins for the Police Department Dive Team - 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:

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

I. SUMMARY

II. AGENDA DESCRIPTION

If approved, this donation would be used to fund specialized equipment for the Portland Police Department's (PPD) Dive Team. Specifically, the donated funds would be used for the purchase of an Aqua Eye handheld sonar for the Dive Team's use. The Aqua Eye is a handheld, all-weather device that uses sonar to identify anomalies in the water column that are consistent with a submerged body.

The Dive Team conducts search and recovery operations for victims of motor vehicle crashes, homicides, and other water-related deaths. The team also conducts searches for evidence in criminal investigations.

The donor, Paul Rollins, owner of Rollins Scuba Associates in South Portland, is the team's civilian administrator.

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 - Accepting and Appropriating a \$5,995.00 for the Police Department Dive Team to Purchase Equipment
2. Chief Council Memo - Dive Team Donation

Prepared by:

Date: 04/16/2025

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 ACCEPTING AND APPROPRIATING A \$5,995.00 DONATION FROM PAUL
ROLLINS FOR THE PORTLAND POLICE DEPARTMENT DIVE TEAM**

ORDERED, that a donation of \$5,995.00 from Paul Rollins is hereby accepted and appropriated to the Portland Police Department Dive Team to purchase equipment; and

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

TO: Portland City Council
Mayor Mark Dion

FROM: Mark Dubois, Chief of Police

CC: Danielle West, City Manager
Sgt. Anthony Ampezzan, Dive Team Commander

SUBJECT: Donation to Portland Police Regional Dive Team

I'm writing to request Council approval for a donation to fund specialized equipment for the Portland Police Department's Dive Team. The Dive Team, which is actually a regional dive team comprised of members from the PPD and the South Portland Police Department, conducts search and recovery operations for victims of motor vehicle crashes, homicides, and other water-related deaths. The team also conducts searches for evidence in criminal investigations. Each dive team member has been trained as a PADI (Professional Association of Diving Instructors) and is required to attend monthly training.

Paul Rollins, owner of Rollins Scuba Associates in South Portland, is the team's civilian administrator. He has dedicated thousands of hours over the past four decades to train officers on the Dive Team – the time and expertise he has provided to benefit the City are immeasurable. Mr. Rollins has offered to donate funds (\$5,995.00) for the purchase of an Aqua Eye handheld sonar for the Dive Team's use. The Aqua Eye is a handheld, all-weather device that uses sonar to identify anomalies in the water column that are consistent with a submerged body. Its range is approximately 150 feet. It can be used around piers, docks, and beaches, in fresh and salt water, making it ideal for use on the waterfront or in the Presumpscot River. It does not take the place of a diver, but can significantly enhance the Dive Team's ability to search an area quickly and effectively, especially important when dealing with low-visibility areas around piers and docks, and with the shifting tides of Casco Bay. When taking into consideration the stress of a missing person case on the family and loved ones, the value of this tool, with its potential to shorten that time of uncertainty, is clear. Sgt. Ampezzan, the Dive Team Commander, and Paul Rollins, the donor and Dive Team administrator, are happy to attend the meeting and answer any questions.

MEMORANDUM
City Council Agenda Item

FROM: Michael Goldman, Corporation Counsel

DATE: April 18, 2025

SUBJECT: Order 177-24/25 Extending for 180 Days the Moratorium on New Hotel Projects in the City of Portland Established by Order 77-24/25 - Sponsored by Councilor Kate Sykes and Councilor Pious Ali

SPONSOR: Councilor Pious Ali, Chair of the Housing and Economic Development Committee; meeting held April 15, 2025, and the vote was 4-0 to recommend approval by the City Council.

(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 4/28/2025

Final Action 5/5/2025

Can action be taken at a later date: No

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

PRESENTATION: Michael Goldman/3 Minutes

I. SUMMARY

See Agenda Description below.

II. AGENDA DESCRIPTION

On November 4, 2024, the City Council passed Order 77-24/25, which established a 180-day moratorium on new hotel projects. The moratorium expires on June 2, 2025. The moratorium was put in place following the Council's finding that the current hotel inclusionary zoning ordinance (the "Hotel IZ Ordinance") is inadequate to ensure sufficient affordable housing for hotel employees and to otherwise prevent a worsening of the housing crisis in Portland. As required by the moratorium order, the Housing and Economic Development Committee met on April 15, 2025, and considered a presentation by Planning staff for potential amendments to the Hotel IZ Ordinance and gave Planning staff guidance for further research on the matter and preparing draft amendments to the ordinance for the Planning Board's consideration. Staff anticipate presenting amendments to the Planning Board in June, which means that the moratorium will expire before the Planning Board and City Council have an opportunity to consider the proposed amendments. Because the problems that gave rise to the ordinance still exist (i.e. the Hotel IZ Ordinance is inadequate to ensure sufficient affordable housing for hotel employees) and because the City is making reasonable progress to alleviate the problem by actively pursuing changes to the ordinance in accordance with the order, the Housing and Economic Development Committee voted 4-0 to recommend that the Council extend the moratorium for an additional 180 days pursuant to 30-A MRS 4356(2).

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

III. BACKGROUND

See Summary above and attached Memo and backup that was reviewed by the Housing and Economic Development at its April 15, 2025, meeting.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The items aligns, as a policy matter, with Council Common Goal #2: "The Council will work to implement solutions to the housing crisis, including building more working class housing, improved support for the

unhoused community such as an overdose prevention center as well as continued support for warming shelters. Additionally conduct independent assessment of Efficiencies, Outcomes, and Expenditures.”

V. FINANCIAL IMPACT

The hotel IZ policy has resulted in \$834,374 in contributions to the housing trust fund, with just over \$3 million in anticipated revenues from approved projects pending construction. The fee-in-lieu amount is adjusted annually. If the fee is updated to more accurately reflect current incomes and housing costs, assuming that hotel development trends hold steady, contributions to the housing trust fund could be expected to increased significantly.

With regard to extending the moratorium, there is no financial impact.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support the proposed six-month extension while a proposed amendment to the hotel inclusionary zoning ordinance works its way through the Planning Board to the City Council for approval.

VII. RECOMMENDATION

Given the timeframe expected for review and recommendation to the City Council from the Planning Board, the Housing and Economic Development Committee voted 4-0 to recommend to the City Council a six-month extension of that moratorium.

VIII. LIST ATTACHMENTS

1. Order - Extending Hotel Moratorium
2. Hotel Inclusionary Memo and Backup
3. Draft HEDC Mins of 4-15-2025 Re Hotel IZ Ordinance

Prepared by:

Michael Goldman, Corporation Counsel

Date: 04/18/2025

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 EXTENDING FOR 180 DAYS THE MORATORIUM ON NEW HOTEL
PROJECTS IN THE CITY OF PORTLAND ESTABLISHED BY ORDER 77-24/25**

WHEREAS, the City of Portland continues to face a critical shortage of affordable housing; and

WHEREAS, in January 2019, by Order 134-18/19, the City Council adopted an inclusionary zoning ordinance for hotel projects as set forth in Section 18.2.5 of the City's Land Use Code (the "Hotel Inclusionary Zoning Ordinance"); and

WHEREAS, hotel projects create many jobs that do not pay employees at a rate sufficient to allow those employees to afford market rate housing in Portland, and the purpose of the Hotel Inclusionary Zoning Ordinance was to address that demand; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance currently requires developers of hotel projects to provide one unit of low-income long-term rental housing for every 28 rooms in the hotel project or to pay a fee-in-lieu of such units to the Jill C. Duson Housing Trust Fund in the amount of \$4,692 for each guest room in the hotel project; and

WHEREAS, since 2019, nine hotel projects have been approved, are under review, are under construction, or have been constructed, including 801 guest rooms; and

WHEREAS, the developers of those hotel projects have provided no low-income long-term rental units and will generate only about \$3,556,000 in fees to the Jill C. Duson Housing Trust Fund; and

WHEREAS, the hotel projects that have been constructed since 2019 are projected to create approximately 489 jobs, many of which are expected to pay below 60% of the area median income; and

WHEREAS, hotel development continues to be robust and competes with housing development in Portland; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance has not been substantially changed since its initial passage in 2019 and is inadequate to prevent serious public harm caused

by hotel development, including the lack of sufficient affordable housing for hotel employees employed at new hotels; and

WHEREAS, a 180-day prohibition on approval for new hotel projects was approved by Order 77-24/25 on November 4, 2024 to allow the City time to review and amend the Hotel Inclusionary Zoning Ordinance as necessary to ensure that there is sufficient affordable housing for hotel employees and otherwise prevent a worsening of the housing crisis; and

WHEREAS, as required by Order 77-24/25, the City's Housing and Economic Development Committee met on April 15, 2025 and received a presentation from Planning staff outlining potential amendments to the Hotel Inclusionary Zoning Ordinance; and

WHEREAS, Planning staff anticipate presenting proposed amendments to the Planning Board in June 2025; and

WHEREAS, the existing Moratorium is scheduled to expire on June 2, 2025, prior to consideration of proposed amendments by the Planning Board and City Council; and

WHEREAS, the conditions that gave rise to the original moratorium persist, and the City is actively working to address them by pursuing amendments in accordance with the process initiated by Order 77-24/25.

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, the Portland City Council hereby extends the existing Moratorium for an additional one hundred and eighty (180) days through November 29, 2025, effective immediately, on any and all applications and approvals for hotel projects, except that this Moratorium does not apply to any hotel projects that have any applications with the City or the Planning Board that are currently under review by the City or the Planning Board or that have already been approved by the City or Planning Board (the "Existing Hotel Projects"); and

BE IT ORDERED, that no permit applications for any hotel project, other than the Existing Hotel Projects, shall be accepted, processed, or reviewed by the City or the Planning Board for the extended period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this extended Moratorium is in effect, the City's Housing and Economic Development Committee, with the assistance of Housing and Economic Development and Planning staff, shall continue to review the Hotel Inclusionary Zoning Ordinance and identify policy concerns for the

Planning Board to consider in developing potential amendments to the ordinance for consideration by the City Council; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of necessary amendments to the Hotel Inclusionary Zoning Ordinance or November 29, 2025, unless further extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.



Staff Memo To:

Housing & Economic Development Committee
Councilor Pious Ali, Chair

MEETING DATE

April 15, 2025

AGENDA ITEM

Agenda Item 2 – Hotel Inclusionary Zoning Ordinance

PURPOSE

An initial discussion on the history, background, and development trends related to the City’s hotel inclusionary zoning ordinance, with the committee providing direction on next steps.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

On December 16, 2024, the City Council established its 2025 Common Goals, outlining policy priorities and guiding the development of Council committee work plans. The Housing & Economic Development Committee (HEDC) identified the review and potential revision of the hotel inclusionary zoning ordinance (Chapter 14, Section 17.2.4) as a policy matter aligned with Council Common Goal #2: *“The Council will work to implement solutions to the housing crisis, including building more working class housing, improved support for the unhoused community such as an overdose prevention center as well as continued support for warming shelters. Additionally conduct independent assessment of Efficiencies, Outcomes, and Expenditures.”*

At its [January 21, 2025](#) meeting, the HEDC established its 2025 work plan, which includes reviewing and considering potential revisions to the City’s existing hotel inclusionary zoning ordinance.

BACKGROUND/ANALYSIS

On November 4, 2024, the City Council passed Order 77-24/25 (6-2, Mayor Dion & Councilor Rodriguez – No, Councilor Fournier Absent) (Attachment A) establishing a 180-day moratorium on new hotel projects in the City of Portland. The moratorium went into effect on December 4, 2024 and is set to expire on June 2, 2025.

Portland’s Hotel Inventory & Development Trends

According to lodging license data from the Maine Department of Health and Human Services, there are currently 41 licensed lodging places in the City of Portland, with approximately 3,500 total rooms. 68% of these hotels have been developed since 2000, and 18 (44%) have been developed since 2010.

History of Hotel IZ policy

In 2019, the City proposed and established a hotel inclusionary zoning (IZ) ordinance. The requirement applies to hotel projects with 10 or more rooms and any hotel expansions of 10 or more rooms within any five-year period. To meet the requirement, hotel projects can provide one unit of low-income housing for rent within the city for every 28 hotel rooms. Portland considers a low-income housing unit to mean one that is rented to households earning 80% AMI or less. The other alternative is for a hotel project to pay a linkage fee (fee-in-lieu) with a 2019 basis of \$3,806 per room, which is deposited into the City's Housing Trust Fund at the time the Certificate of Occupancy is issued. The linkage fee is adjusted annually; the 2025 hotel inclusionary fee-in-lieu is \$4,831 per guest room.

The impetus for the creation of a hotel inclusionary zoning ordinance was a steady rise in hotel/inn/motel development between 2012 and 2018. Local and national data indicated that job creation in the hospitality industry would involve a considerable amount of workforce households at average wage rates below what was required to afford housing in Portland at the time. As a result of the specifics of the industry's profile and anticipating an increase in hotel/inn/motel development in the coming years, the hotel inclusionary zoning ordinance was adopted on January 23, 2019, Order 134-18/19 (Attachment B) and became effective on February 22, 2019.

Hotel development post IZ policy

Since adoption of the ordinance in 2019, 14 projects have been approved. Of the 14 projects three hotel projects approved in that timeframe were not subject to hotel inclusionary zoning requirements (Table 1). One project was too small (<10 rooms) to trigger the requirement and the other two were products of approved master development plans (Thompsons Point and Portland Foreside), which gave them pending proceeding status under the pre-inclusionary zoning code.

Table 1: Approved Hotel Projects Exempt From Hotel IZ Regulations				
Address	Common Name	Approval Year	Total Rooms	Status
148 Coveside Drive	Diamond Cove	2024	8	Approved
Thompson's Point	Forefront Hotel	2023	148	Under Construction
58 Fore Street	Portland Foreside	2023	128	Approved
Total	3		284	

Of the 11 remaining projects (Table 2), four have been constructed and completed, resulting in a combined total of 223 rooms. Each of these projects elected to contribute to the Housing Trust Fund, generating a total of \$834,373 in contributions. Two additional projects are currently under construction: The Docent's Collection at 178–184 Middle Street, which will contain 19 rooms and contribute \$86,602 into the Housing Trust Fund and 215 Commercial Street, which will contain 15 rooms and contribute \$70,380 into the housing trust fund. Both are smaller-scale renovations of

former office spaces in the Old Port. The remaining five projects have received approval but have not yet begun construction. If built, the five remaining projects would add an additional 623 new rooms. If all 11 projects are constructed as approved, they would collectively generate approximately \$3.8 million in contributions to the Housing Trust Fund and 880 hotel rooms.

Table 2: Approved Hotel Projects Subject To Hotel IZ Regulations					
Address	Common Name	Approval Year	Total Rooms	Fee-in-lieu	Status
*121 Middle Street	Docent's Collection	2019	26	\$72,314	Construction Complete
1 Center Street	Canopy by Hilton	2019	135	\$513,810	Construction Complete
754 Congress Street	The Longfellow Hotel	2020	48	\$182,688	Construction Complete
54 York Street	The Weldon Hotel	2024	14	\$65,562	Construction Complete
178-184 Middle Street	Docent's Collection	2023	19	\$86,602	Under Construction
215 Commercial Street	-	2024	15	\$70,380	Under Construction
477 Congress Street	Time & Temperature	2023	181	\$849,252	Approved
1060 Westbrook Street	Hyatt Jetport	2024	119	\$558,348	Approved
465 Congress Street	Monument Hotel	2024	92	\$431,664	Approved
385 Congress Street	Fathom	2023	179	\$815,882	Approved
245 Commercial Street	Portland Harbor Hotel Expansion	2024	52	\$243,984	Approved
TOTAL	11		880	\$3,890,486	

121 Middle Street – Awaiting fee-in-lieu payment for 7 additional rooms, which are included in the total room count.

In terms of location, of the 14 projects approved since the implementation of the Hotel IZ policy, approximately 57%, a total of eight projects (699 rooms) are located in the City's B-3 Downtown Business zone. This zone spans from roughly Franklin Street to State Street and includes the Old Port, Arts District, and abuts the waterfront areas recognized as the region's core for arts, culture, commerce, and civic life, where hotel development is both anticipated and encouraged. For comparison, between 2019 and 2024, the City also approved 1,695 residential dwelling units within the B-3 zone, reflecting strong and balanced growth in both hotel and residential

development. This trend aligns with the goals outlined in *Portland's Plan 2030*, which reinforces downtown as the region's primary hub of activity for the region.

The remaining hotel projects are also located in areas where hotel development is generally expected. Two projects are in the B-5 zone—one at Thompson's Point and the other at 54 York Street, just outside the B-3 zone near Commercial Street and the Old Port/Waterfront Central neighborhoods. One project, part of the master development plan for the Portland Foreside mixed-use development, is located in the B-6 zone in the Eastern Waterfront. Another is situated in the Airport Business (A-B) zone, an area commonly associated with airport-related uses and business travel. Finally, one project was approved as part of a contract zone on Great Diamond Island.

Approved Hotel Projects by Zone (2019–2024)		
Zone	Total Hotel Projects	Total Rooms Approved
B-2b	1	48
B-3	8	699
B-5	2	162
B-6	1	128
A-B	1	119
Contract Zone	1	8
TOTAL	14	1,164

In terms of size, there is no clear evidence of a significant trend toward smaller hotel projects (<10 rooms) as a means of avoiding Hotel IZ requirements. The average size of hotels operating prior to the adoption of the IZ policy was 89 rooms, compared to an average of 83 rooms for hotels approved since its implementation. Only one project approved since 2019 has been under 10 rooms. However, a notable emerging trend in hotel development is the rise of smaller-scale hotels with fewer than 30 rooms, offering an alternative to traditional accommodations. These boutique-style properties typically feature apartment-style suites with fully equipped kitchens, separate dining and living areas, and private bedrooms. They often operate with limited on-site staff, minimal amenities, and rely on mobile check-ins and lacking a centralized reception area. Four such projects—121 Middle Street, 178–184 Middle Street (Docent's Collection), 215 Commercial Street, and 54 York Street (The Weldon Hotel)—fit this model. While these developments were still required to comply with Hotel IZ regulations, they reflect a growing and distinct segment of the hospitality market that tend to operate more in the vein of short term rentals.

ReCode Zoning Changes

As part of the City's ReCode initiative, adopted by the City Council on November 4, 2024, new hotels are now prohibited in the B-1, B-2b, and TOD-1 zones. The purpose of these zones is to support neighborhood- and community-oriented retail, business, and service establishments within a more urban development pattern. They are intended to foster mixed-use development and moderate- to high-density housing in urban neighborhoods that align with the City's investment in high-frequency transit infrastructure, encouraging walking, biking, and public transit use. By prohibiting hotels in these zones, the City prioritizes housing and mixed-use developments and directs hotels to designated areas better suited for such uses.

ReCode also included changes to the definition of "hotel" within the land use code. These changes were designed to more clearly define hotels as multi-room commercial facilities with centralized reception, management, and cleaning services, and to address the emerging trend toward non-traditional forms of hotel development more akin to short-term rentals.

Inclusionary Zoning Fee-in-Lieu Assumptions

Linkage fees are often used by cities as a way to offset the impacts of new development. Before establishing a linkage fee, communities typically conduct a study that formally and systematically establishes the nexus, or the 'link,' between new development and the fee's purpose. In the case of the city's hotel IZ policy, a linkage fee study was completed in 2018 to document the nexus between hotel development and demand for affordable housing (Attachment C). The basic principle of the study, which was conducted by the Greater Portland Council of Governments (GPCOG), is that new hotel development creates new jobs and attracts new households to fill those jobs, and that new affordable housing is necessary to accommodate them.

When the hotel policy was created, it was also the intent that the linkage fee would be periodically updated. Although no specific timeframe was established for these updates and in anticipation of upcoming discussions regarding the current Hotel IZ fee amounts, City staff requested an updated fee-in-lieu analysis from GPCOG in early 2025 (Attachment D). It is important to note that GPCOG's current work did not include an evaluation of the 2018 fee study methodology, but instead simply replicated the original methodology using current day income and housing cost assumptions. In almost all cases, the current study used the same data sources as the 2018 study; the one exception was for housing cost data, where the original data source was no longer available. Because of this change in the availability of data, GPCOG supplied three possible updated fee-in-lieu figures, reflecting three estimated affordability gaps based on three alternative rental cost data sources (the City of Portland Rent Board reports, American Community Survey, or HUD Fair Market Rent). These figures range from \$9,520 to \$10,620 to \$13,731 per room, depending on the rent data source used.

For purposes of comparison, staff conducted an initial analysis of the potential impact of these three possible fees, based on an average sized hotel in the City of Portland of 85 rooms. Under the possible fees, the total inclusionary zoning contribution for a hotel of this size would range from \$809,164 to \$902,720 to \$1,167,120. The total contribution for an 85 room hotel at the 2025 hotel IZ figure of \$4,831 per room would be \$410,635.

NEXT STEPS:

If the summary and recommendations for changes to the existing Hotel IZ ordinance align with the committee's and City Council's priorities, the City can proceed in several possible directions:

1. **Option 1 - Raise IZ fee-in-lieu:** This option would increase the hotel IZ fee-in-lieu based on the estimated affordability gap identified in the 2025 GPCOG study. Staff seeks committee direction on the preferred fee amount based on the rent data source used. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.
2. **Option 2 - Raise IZ fee-in-lieu & reduce applicability threshold:** In addition to raising the hotel IZ fee-in-lieu based on the estimated affordability gap from the GPCOG study, this option would amend the definition of a "Hotel project" to apply to any size hotel, rather than the current requirement of only applying to projects that include 10 or more guest rooms. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.
3. **Option 3 - Maintain existing fee-in-lieu & reduce applicability threshold:** This option would retain the existing hotel IZ fee-in-lieu while reducing the applicability threshold. The definition of a "Hotel project" would be amended to include any hotel, rather than only those with 10 or more guest rooms. As in Option 2, the threshold of >10 rooms would be removed, making the IZ requirements applicable to all hotel projects. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.

FISCAL IMPACT

The hotel IZ policy has resulted in \$834,374 in contributions to the housing trust fund, with just over \$3 million in anticipated revenues from approved projects pending construction. The fee-in-lieu amount is adjusted annually. If the fee is updated to more accurately reflect current incomes and housing costs, assuming that hotel development trends hold steady, contributions to the housing trust fund could be expected to increase significantly.

CONCLUSION(S)

This item is for discussion and direction. If the committee supports the presented options and provides additional guidance on revisions, staff recommends that the hotel moratorium be extended to allow time for staff to draft proposed Land Use Code revisions. These revisions would then be reviewed by the Planning Board, which will provide a recommendation on a text amendment to update the Hotel Inclusionary Zoning ordinance for consideration by the full City Council. Following the Planning Board's recommendation, the amendment will move forward to the full City Council for consideration and final decision.

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Kevin Kraft, AICP
Director
Planning & Urban Development

Nell Donaldson
Director of Special Projects
Planning & Urban Development

ATTACHMENTS

Attachment A – Hotel Moratorium Order 77-24/25

Attachment B – Hotel IZ Ordinance Order 134-18/19

Attachment C – GPCOG Linkage Study 2018

Attachment D – GPCOG Linkage Study 2025

Attachment E – Hotel IZ Ordinance – Chapter 14

Order 77-24/25 Passage as amended: 6-2 on 11/04/2024 (Mayor Dion & Councilor Rodriguez-No, Councilor Fournier Absent)

Motion to waive second reading: Passed 7-1 (Dion-No, Fournier absent)

Motion to amend effective until date to 5/3/2024 if passed as an emergency and to send any changes made to the Planning Board. - Passed 7-1 (Dion-No, Fournier absent)

Motion to refer to HEDC Committee-Failed 3-5 (Sykes, Ali, Phillips, Trevorrow, Pelletier-No, Fournier absent)

Motion to pass as an emergency: Failed 6-2 (Dion & Rodriguez No, Fournier absent)

Effective 12/04/2024

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ESTABLISHING A 180-DAY MORATORIUM ON NEW HOTEL PROJECTS
IN THE CITY OF PORTLAND**

WHEREAS, the City of Portland faces a critical shortage of affordable housing;

WHEREAS, in January 2019, by Order 134-18/19, the City Council adopted an inclusionary zoning ordinance for hotel projects as set forth in Section 18.2.5 of the City's Land Use Code (the "Hotel Inclusionary Zoning Ordinance"); and

WHEREAS, hotel projects create many jobs that do not pay employees at a rate sufficient to allow those employees to afford market rate housing in Portland, and the purpose of the Hotel Inclusionary Zoning Ordinance was to address that demand; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance currently requires developers of hotel projects to provide one unit of low-income long-term rental housing for every 28 rooms in the hotel project or to pay a fee-in-lieu of such units to the Jill C. Duson Housing Trust Fund in the amount of \$4,692 for each guest room in the hotel project; and

WHEREAS, since 2019, nine hotel projects have been approved, are under review, are under construction, or have been constructed, including 801 guest rooms; and

WHEREAS, the developers of those hotel projects have provided no low-income long-term rental units and will generate only about \$3,556,000 in fees to the Jill C. Duson Housing Trust Fund; and

WHEREAS, the hotel projects that have been constructed since 2019 are projected to create approximately 489 jobs, many of which are expected to pay below 60% of the area median income; and

WHEREAS, hotel development continues to be robust and competes with housing development in Portland;

WHEREAS, the Hotel Inclusionary Zoning Ordinance has not been substantially changed since its initial passage in 2019 and is inadequate to prevent serious public harm caused by hotel development, including the lack of sufficient affordable housing for hotel employees employed at new hotels;

WHEREAS, a temporary 180-day prohibition on approval for new hotel projects is appropriate in order to allow the City time to review and amend the Hotel Inclusionary Zoning Ordinance as necessary to ensure that there is sufficient affordable housing for hotel employees and otherwise prevent a worsening of the housing crisis; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts create an emergency within the meaning of 30-A M.R.S. § 4356(1) (A) and the City Charter, requiring immediate action to prevent serious public harm; and

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, the Portland City Council hereby ordains that a Moratorium is imposed, effective immediately, on any and all applications and approvals for hotel projects, except that this Moratorium does not apply to any hotel projects that have any applications with the City or the Planning Board that are currently under review by the City or the Planning Board or that have already been approved by the City or Planning Board (the “Existing Hotel Projects”); and

BET IT ORDERED, that that no permit applications for any hotel project, other than the Existing Hotel Projects, shall be accepted, processed, or reviewed by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City’s Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City’s Housing and Economic Development Committee shall review the Hotel Inclusionary Zoning Ordinance and identify policy concerns for the Planning Board to consider in developing potential amendments to the ordinance for consideration by the City Council; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of necessary amendments to the Hotel Inclusionary Zoning Ordinance or June 2, 2025, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

EXHIBIT B

Order 134-18/19

Passage: 9-0 on 1/23/2019

Effective 2/22/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: HOTEL PROJECT INCLUSIONARY ZONING**

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

*That Chapter 14, Sections 14-484, 14-485 and 14-488.1 is
hereby amended to read as follows:*

Sec. 14-484. Purpose.

It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction, or the demonstrated increase in affordable housing needs resulting from the creation of new lower-income jobs, on the limited supply of available land for suitable housing and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.

...

Sec. 14-485. Definitions.

...

Eligible project means a development project:

...

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Hotel Project is any hotel, inn or motel, as defined in Section 14-47 of Chapter 14 of the Portland City Code, consisting of 10 or more guest rooms for rent. Any such development that exists prior to the effective date of this Section but expands by 10 or more rooms within any 5 year period will also be considered a hotel project.

...

14-488.1 Inclusionary Zoning for Hotel Projects

(a) **Purpose:** This section is based on City analysis, most specifically the analysis documented in the Greater Portland Council of Government study "Proposed Hotel Linkage Fee: Supportable Range" dated August 29, 2018, that finds that new hospitality developments create a need for new affordable housing. This need is the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

(b) **Hotel Projects Conditional Uses:** Notwithstanding anything to the contrary in Chapter 14, all hotel projects are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this Section 14-489.

(c) **Low Income Housing Minimum.** All hotel projects shall provide one unit of Low Income Housing for rent in the City of Portland for every 28 rooms in the hotel project which shall meet the standards outlined in Section 14-487 and in the implementing regulations governing Low Income Units. This amount shall be rounded up to the nearest increment of 28 rooms. These units shall be deed restricted for the longest period permitted by law; shall not be used for Short Term Rentals of less than 30 days; and must be provided with distinct entrances from the street to delineate them from the hotel itself.

(d) **Fee-in-Lieu Alternative:** As an alternative to providing Low Income Housing units under subsection (c) above, a Hotel Project may pay a fee-in-lieu of \$3,806 per hotel guest room. This amount shall be paid into the City's Housing Trust

and used for the purposes set forth in the ordinance and regulations applicable to that trust.

(e) **Annual Adjustments:** The amounts in (d) above shall be adjusted annually in the same way as the fee under Division 29 for Housing Replacement.

(f) **Regulations:** The Planning Board may promulgate implementing regulations based on this ordinance.

(g) **Applicability:** Notwithstanding the provisions of 1 M.R.S. § 302, Sec. 14-489 shall apply retroactively and include any and all actions and proceedings pending on September 26, 2018 or thereafter.

To: Jeff Levine, Planning & Urban Development Director
From: Stephanie Carver, GPCOG Planning Director
Date: 8/29/18
RE: Proposed Hotel Linkage Fee: Supportable Range

This memo has been expanded and updated based on additional data provided by the Maine Innkeepers Association.

Introduction

The City of Portland's Department of Planning & Urban Development is examining the feasibility of a proposal for assessing hotel linkage fees that would recover the cost of producing housing that is affordable for hotel employees. The purpose of this memo is to provide information to the City regarding the use of linkage fees for this purpose and outline a potential methodology for the calculation of a fee.

We have used the best available data to demonstrate how this methodology could be used to estimate a potential hotel linkage fee, but this does not constitute a recommendation from GPCOG as to the amount the City of Portland should charge for the hotel linkage fee nor is it a recommendation for the City of Portland to enact a hotel linkage fee ordinance.

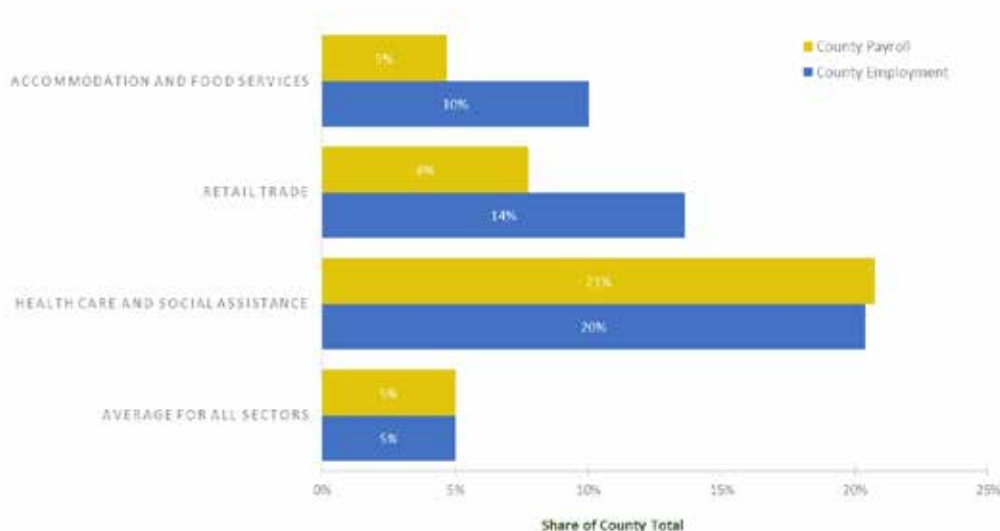
Background

Linkage fees are fees that cities may choose to implement to help mitigate the impact of new commercial development on the demand and availability of affordable housing. Prior to implementing a fee policy, communities often conduct a study to identify the connection, or “nexus” between new commercial development and the need for additional affordable housing. It is assumed that new commercial development contributes additional workers to a city’s workforce and adds new worker households. In many industries, a percentage of these households do not make enough to live and work in the same city. Looking outside the city to find affordable housing often results in longer commute times and higher transportation costs. If implemented, a linkage fee is typically charged to a developer as a condition of approval and it is assessed based on total square footage or number of units in the development.

The City's Comprehensive Plan identifies the increasing demand for affordable housing as an emerging issue and sets a goal of pursuing “policies to enable people who work in Portland to have the option to live in Portland.” To be considered affordable, housing should consume no more than 30% of a household’s income including rent, mortgage, utilities and other household related costs. Of the 1,130 housing units that were permitted and/or built in Portland between 2010 to 2014,

including apartments, condominiums and single-family homes, just 29% were offered at a rent or sales price affordable to a household earning the median incomeⁱ.

CUMBERLAND COUNTY EMPLOYMENT 2016



Source: US Census County Business Patterns, 2016

The Maine Office of Tourism estimates over 6 million tourists visited Portland in 2017. Hotel development is steadily increasing, with 1,811,050 square feet of hotel development - representing 2,647 units - currently in operation throughout the City. According to the US Census, the accommodation and food service sector is the third largest share of employment in Cumberland County, representing 10% of the County's workforce but only 5% of the County's payroll.

According to the Maine State Housing Authority the average rent (including utilities) for a two-bedroom apartment in Portland is \$1,053 per month, and the household income needed to afford the average rent in Portland is \$42,111 per year. However, this is the average rent paid by existing renters in Portland and new households moving to Portland will pay the current market rate, which is generally higher than the average rent. As of June 15, 2018, there are roughly 60 two-bedroom apartments listed for rent in Portland on Zillow, with monthly rents ranging between \$1,300-\$3,500. One third of those apartments are listed with rents between \$1,500 and \$2,000, and another third of those apartments are listed for more than \$2,000 per month. Therefore, a new household moving to Portland will expect to pay between 120%-330% of the average rent to live in the City.

There are a range of estimates available regarding the average wages of a full-time employee in this sector, and all are well below the household income needed to afford housing in Portland. According to the US Census, the average Cumberland County employee in this sector earns \$312 a week or \$16,227 per year. The Maine Department of Labor (DOL) estimates the median income for a full-time

Cumberland County employee in this sector to be significantly higher, \$24,908 per year. Additionally, as of 2017 the minimum wage in Portland is \$10.68/hour, so a full-time employee making this salary would earn an annual income of \$22,214. This affordability gap may force accommodation workers employed in Portland to seek housing outside of Portland.

Data

The minimum justified fee per square footage of hotel development outlined in this memo is based on data from both the US Census American Community Survey (ACS), and wage data from the Maine Department of Labor (DOL).

The US Census American Community Survey (ACS) data in this memo was used because it is the most comprehensive and consistent data source for demographic and economic characteristics of the population in GPCOG's service area. However, there are some limitations to the ACS data. First, it is 5-year sample data because this is the only data consistently available at the municipal, county, and state level. The drawback to using data pooled over five years is it averages out any short-term changes in income due to economic cycles or Portland's more recent minimum wage increase. Second, the median earnings reported by the ACS are based on what individuals report for their earnings regardless of whether they work full-time or part-time. As a result, these earnings may be skewed lower by individuals who work part-time, which may be more common for employment in the retail, food service, or accommodation sectors.

To balance these limitations, the median weekly wage data from the Maine DOL was also included in the analysis. The Maine DOL wage data is from the Quarterly Census of Employment and Wages (QCEW), which is based on employment and wage data reported to the Unemployment Insurance (UI) of the United States. The Maine DOL data also has some limitations. First, the data are only available at the industry level, so it is not possible to calculate the affordability gap for different occupations in the hotel sector. Second, the average weekly wage reported by the QCEW also does not differentiate between full-time and part-time employment. As a result, the weekly wage data reported by the Maine DOL may be skewed both by higher wage occupations and by part-time employment. The average weekly wage reported by Maine DOL was used to calculate yearly income based on full-time employment. This also assumes individuals employed in the accommodation sector can work full-time if they are willing and able toⁱⁱ.

Methodology

Methodologies used to calculate linkage fees vary, but in most cases the analysis begins with an estimation of the number of new employees associated with a typical development, in this case a hotel. In this methodology, a formula is used to calculate the affordability gap between what workers can afford to pay for housing and the average cost of market rate housing.

In Portland's case, a link is established between the creation of new jobs in the hotel sector and the increased demand for affordable housing through the following steps:

- **New Jobs.** Industry data was used to estimate the number of direct jobs that will be created by a new hotel with 180 units. According to the Urban Land Institute the typical hotel employs between 0.5-0.8 employees per hotel room. Using an average value of 0.65 employees per hotel room, it is estimated that a hotel with 180 rooms will employ 117 people. The current ratio of jobs per household was used to estimate how many households will be created by this new employment.
- **Households.** Currently there are 37,737 employed civilians aged 16 and over within the 30,211 total households in Portland. This means that on average there are 1.2 jobs per every household in Portland. Based on this ratio it is estimated that the 117 additional jobs created by a new hotel will create 94 new households in Portland. However, it is assumed employment in these households will be split up between different occupations, such as management, sales, service, and maintenance. The wages for each specific occupation may be higher or lower than the median wage for the hotel industry. Therefore, industry occupation employment and wage data examined from the ACS was used to estimate how many new households will be low income.

EMPLOYED POPULATION PER HOUSEHOLD 2016

	Portland	Cumberland County	Maine
Employed Civilian Population 16+	37,737	155,014	652,638
Total Households	30,211	117,871	551,109
Jobs/Household	1.2491	1.3151	1.1842

Source: American Community Survey 2016 5-year estimate

- **Jobs by Occupation.** Based on industry and occupation employment data from the ACS 64% of jobs in the hotel industry are service occupations, 19% of hotel jobs are management occupations, 13% of hotel jobs are sales and office occupations, and the remainder are maintenance and transportation occupations. The total number of jobs and households that will be created in each occupation was calculated by multiplying the share of hotel employment by occupation by the total number of new hotel jobs created.

NEW JOBS AND HOUSEHOLDS BY OCCUPATION CREATED BY NEW HOTEL EMPLOYMENT

	Share of Hotel Employment	Number of New Jobs	Number of New Households
Service	64%	74	60
Sales and Office	13%	15	12
Transportation	4%	4	3
Maintenance	1%	1	1
Management	19%	22	18
Total - All Occupations	100%	117	94

Source: American Community Survey 2016 5-year estimate;
GPCOG Analysis

Household Income. Median wage by occupation data for Cumberland County from the ACS was used to calculate the household income for each household in each occupation category. This calculation assumes 1 person in each new household works full-time in the hotel industry and any additional workers in the household earn the area median income:

NEW HOUSEHOLDS AND HOUSEHOLD INCOME BY OCCUPATION (ACS DATA)

	Number of New Households	Median Wage for Hotel Income Earner	Median Wage for Second Income Earner	Total Household Income
Service	60	\$18,109	\$9,015	\$27,124
Sales and Office	12	\$30,444	\$9,015	\$39,459
Transportation	3	\$31,695	\$9,015	\$40,710
Maintenance	1	\$33,421	\$9,015	\$42,436
Management	18	\$52,910	\$9,015	\$61,925

Source: GPCOG Analysis and American Community Survey 2016 5-year estimates

Median wage by industry data from the Maine DOL was also used to calculate the average household income for the 94 new households created by hotel employment:

NEW HOUSEHOLDS AND HOUSEHOLD INCOME (MAINE DOL DATA)

	Number of New Households	Median Wage for Hotel Income Earner	Median Wage for Second Income Earner	Total Household Income
Accommodation	94	\$24,908	\$12,164	\$37,072

Source: GPCOG Analysis and Maine DOL QCEW 2016

Affordability Gap. These estimates for household income by occupation were compared to housing affordability data from the Maine State Housing Authority to show the difference between what the new households created by hotel employment earn and the minimum income needed to afford a two-bedroom apartment in Portland. These results show that households with Service, Sales and Office, and Transportation occupations have a household income that is lower than the minimum income needed to afford rental housing in Portland. This household affordability gap is largest (\$14,987) for households with Service occupations, which also represent nearly 2/3 of households created by the new hotel employment.

AFFORDABILITY GAP ANALYSIS (ACS DATA)

	Number of New Households	Total Household Income	Income Needed to Afford Rent in Portland	Household Affordability Gap	Total Affordability Gap
Service	60	\$27,124	\$42,111	\$14,987	\$892,820
Sales and Office	12	\$39,459	\$42,111	\$2,652	\$32,048
Transportation	3	\$40,710	\$42,111	\$1,401	\$4,856
Maintenance	1	\$42,436	\$42,111	NA	\$0
Management	18	\$61,925	\$42,111	NA	\$0
Total					\$929,724

Source: Maine State Housing Authority, 2017; American Community Survey 2016 5-year estimates

The household affordability gap using the median wage by industry data from the Maine DOL was also calculated:

AFFORDABILITY GAP ANALYSIS (MAINE DOL DATA)

	Number of New Households	Total Household Income	Income Needed to Afford Rent in Portland	Household Affordability Gap	Total Affordability Gap
Accommodation	94	\$37,072	\$42,111	\$5,039	\$472,007

Source: Maine State Housing Authority, 2017; Maine DOL QCEW 2016

Aggregate Affordability Gap. The household affordability gap for each occupation was multiplied by the number of households with employment in each occupation to arrive at a total affordability gap that ranges between \$472,007 and \$929,724 per year. This number represents the difference between these households' ability to pay for their housing and the market cost of their housing based on the median monthly rent, for one year. In reality these

households may face higher rental housing costs since current Portland rents for new units are significantly higher than the median rent.

· **Final Calculation.** Dividing the affordability gap by the number of new hotel rooms results in an average affordability gap that ranges between \$2,622 and \$5,165 per room, or between \$3.91 and \$7.70 per square foot. Therefore, a fee between **\$3.90-\$7.70 per square foot** would cover a minimum justified housing affordability gap for the 94 new households created by a new 180-unit hotel employment for one year. This methodology assumes the median wage for a hotel income earner in the service industry, including full-time and part-time employees, is \$18,109 based on US Census ACS data. If it is instead assumed that hotel service industry employees are working full-time at the City's minimum wage of \$10.68/hour and making \$22,241 annually, then the minimum justified fee would be between \$2,622 and \$3,806 per room or **\$3.90-\$5.67 per square foot** of hotel development for one year. However, this assumes individuals working in the service sector are able to procure full-time employment, which is not always the caseⁱⁱ.

This example estimate represents the full cost of the affordability gap for employment in one hotel for one year as calculated by the proposed methodology. Multiple factors could potentially impact the demand for affordable housing and the City may determine a higher or lower percentage of this fee based on these variables. Furthermore, this fee could be re-evaluated periodically as circumstances such as inflation, rents, and rental housing supply change.

ⁱ Portland 2030 Housing Demand, GPCOG 2015

ⁱⁱ According to a 2016 study (<https://www.epi.org/publication/still-falling-short-on-hours-and-pay-part-time-work-becoming-new-normal/#epi-toc-21>) from the Economic Policy Institute the retail trade and leisure and hospitality sectors contributed to 63% of the growth in part-time employment and 54% of the growth in involuntary part-time employment from 2007-2015. Involuntary part-time employment is defined as individuals who are working part time because full time work could not be found or hours were reduced due to economic conditions (slack work).

MEMO

To: Kevin Kraft, Director of Planning & Urban Development
From: Kristina Egan, GPCOG Executive Director
Date: 3/18/25
Re: Hotel Linkage Fee Update

Introduction

In 2018, the City of Portland asked the Greater Portland Council of Governments (GPCOG) to assess the feasibility of a hotel linkage fee that could be used to help offset the cost of producing affordable housing for hotel employees. The resulting memo outlined the use of linkage fees for this purpose, proposed a methodology for calculating the fee, and provided a range of justifiable figures for implementation. Using this analysis, the City established inclusionary zoning requirements for hotels and an in-lieu fee of \$3,806 per guest room. This figure has been adjusted annually in the time since its adoption. The fee-in-lieu for 2025 is \$4,831 per guest room.

Recognizing significant market changes since 2018, the City of Portland requested an updated analysis in early 2025. The following memo replicates the original linkage fee methodology to the best extent possible using updated data.

Background

Linkage fees are tools cities can use to offset the impact of new commercial development on affordable housing availability and demand. Before implementing such a policy, communities typically conduct a study to identify the “nexus” between new development and the need for additional affordable housing. The assumption is that commercial growth brings new workers, some of whom may not earn enough to live in the city. This often forces households to seek housing outside the city, resulting in longer commutes and higher transportation costs. If adopted, a linkage fee is typically charged to developers as a condition of project approval, based on the development’s total square footage or number of units.

Data

Where possible, the hotel linkage fee range in this memo is based on the same data sources used in the original 2018 study. To maintain consistency, 2023 data was used across multiple sources, even when newer data was available in some cases.

Employment + Wage Data

This analysis relies on employment and wage data from the U.S. Census American Community Survey (ACS), which provides the most consistent workforce and wage estimates. The previous memo also incorporated wage data from the Maine Department of Labor as a point of comparison; however, the adopted hotel linkage fee was ultimately based on wage data from the ACS.

Housing Cost Data

The 2018 linkage fee study used rental data from the Maine State Housing Authority to establish a baseline housing cost, using a two-bedroom unit as a reference point (due to its ability to accommodate the assumed household size). However, in the time since, Maine Housing has stopped publishing rental data. As a result, this memo relies on several other readily available sources of rental data to estimate housing costs, including the Department of Housing and Urban Development's Fair Market Rent (FMR) Documentation System, the American Community Survey, and the City of Portland's Rent Board Report.

- **Fair Market Rent:** FMR represents the average cost of renting a moderately priced home, including utilities, in a specific area. It is used to set rent limits for housing assistance programs to ensure they align with current market conditions. The Portland, ME HUD Metro FMR Area includes municipalities in Cumberland County and parts of York County. Updated annually, FMR estimates are based on rental market surveys, American Community Survey data, and inflation adjustments.¹
- **U.S. Census ACS Data:** The ACS provides median gross rent estimates by unit size, accounting for both rent and utilities when not already included. Data is based on five-year samples, which help ensure statistical reliability but smooth out short-term rent fluctuations. Estimates reflect both market-rate and subsidized rentals.²
- **City of Portland Rent Board Report:** These annual reports provide data on rental availability, city-wide rent prices, rental market trends, and board actions on rent increases, among other topics.³

Methodology

Linkage fee calculations typically estimate the number of new employees and households generated by a development, such as a hotel. Wage and rent data are then used to estimate the gap between what these workers can afford for housing and the average market rent. This memo presents that analysis for Portland, using the most recent and locally relevant data, through the following steps:

Number of New Jobs

To estimate job creation, industry data was applied to a 180-room hotel – chosen as a representative example based on an actual development. While staffing levels vary based on factors such as hotel size, service level, and operational needs, the original linkage fee study assumed a ratio of .65 employees per hotel room, based on numbers from the Urban Land Institute. Using this ratio, a 180-room hotel is expected to generate 117 jobs.

Number of New Households

The current ratio of jobs per household was then used to estimate the number of households represented by this new employment. Portland currently has 39,590 employed civilians aged 16 and over across 32,393 households⁴, or an average of 1.22 jobs per household. Using this ratio, the 117 new jobs created by the example 180-room hotel would generate an estimated 96 new households.

Employment and Households by Occupation

The jobs held by hotel employees would span various occupations – management, sales, service, maintenance, etc.— with wages varying by role. To estimate how many of the households employed by a new hotel would be low-income, industry-specific employment and wage data from the American Community Survey was used. The American Community Survey groups Arts, Entertainment, Recreation, Accommodation, and Food Services together, reflecting industries tied to the service sector. While this broad category includes more than just hotel jobs, it offers the best available estimate for occupational distribution. Within this sector, approximately 56% of jobs are in service occupations, 31% in management, 7% in sales and office, 6% in transportation, and 1% in maintenance.⁵

The table below estimates the number of new employees and households created by occupation.

ESTIMATED NEW HOTEL JOBS AND HOUSEHOLDS BY OCCUPATION

	% of Service Sector Employment	# of New Hotel Employees ⁱ	# of New Households ⁱⁱ
Service	55.5%	65	53
Management	30.6%	36	29
Sales and Office	6.8%	8	7
Transportation	5.8%	7	6
Maintenance	1.2%	1	1
Total	100%	117	96

ⁱ Calculated by multiplying the percentage of service sector employment by the total estimated 117 hotel employees.

ⁱⁱ Calculated by multiplying the percentage of service sector employment by the total estimated 96 households.

Household Incomes

Household income estimates were calculated using Cumberland County's ACS median earnings data by occupation for 2023.⁶ This approach reflects the broader region where hotel workers in Portland may reside. The one exception is for service workers, where the City of Portland's 2023 minimum wage of \$14/hour was substituted for the ACS median wage. The household income calculations assume one person in each household works full time in the hotel industry and also assumes a second household member makes the area median earnings.⁷ The table below presents these estimated household incomes by occupation.

ESTIMATED NEW HOUSEHOLDS AND HOUSEHOLD INCOME BY OCCUPATION (2023 ACS DATA)

	# of New Households	Median Wage for Hotel Employee	Median Wage for 2 nd Income Earner ⁱⁱ	Total Household Income
Service ⁱ	53	\$29,120	\$10,899	\$40,019
Management	29	\$71,711	\$10,899	\$82,610
Sales and Office	7	\$42,467	\$10,899	\$53,366
Transportation	6	\$40,829	\$10,899	\$51,728
Maintenance	1	\$50,572	\$10,899	\$61,471

ⁱ The Service wage reflects Portland's 2023 minimum wage of \$14/hour, as the Census estimate was below the legal minimum.

ⁱⁱ The second income earner's wage of \$10,899 is based on 0.22 of the 2023 Census median earnings for all occupations in Cumberland County (\$49,540), reflecting the estimated 1.22 employees per household.

Affordability Gap

To create a range, the estimated household incomes for each occupation category were then compared to three different rent data sources to assess whether new hotel employees can afford a two-bedroom unit in Portland and to calculate the cumulative 'affordability gap.'

ESTIMATED AFFORDABILITY GAP: 2023 FAIR MARKET RENT FOR PORTLAND METRO AREA

[\$1,859 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$79,671	\$39,652	\$2,101,556
Management	29	\$82,610	\$79,671	- \$2,939	N/A
Sales and Office	7	\$53,366	\$79,671	\$26,305	\$184,135
Transportation	6	\$51,728	\$79,671	\$27,943	\$167,658
Maintenance	1	\$61,471	\$79,671	\$18,200	\$18,200
Total	96	--	--	--	\$2,471,549
Per Room					\$13,731

ⁱAnnualizing Fair Market Rent (\$1,859 * 12 months = \$22,308) and dividing by 0.28 yields \$79,671, ensuring rent remains just below the 30% housing cost burden threshold.

ESTIMATED AFFORDABILITY GAP: 2023 ACS MEDIAN GROSS RENT FOR PORTLAND

[\$1,664 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$71,314	\$31,295	\$1,658,635
Management	29	\$82,610	\$71,314	- \$11,296	N/A
Sales and Office	7	\$53,366	\$71,314	\$17,948	\$125,636
Transportation	6	\$51,728	\$71,314	\$19,586	\$117,516
Maintenance	1	\$61,471	\$71,314	\$9,843	\$9,843
Total	96	--	--	--	\$1,911,630
Per Room					\$10,620

ⁱAnnualizing ACS median rent (\$1,664 * 12 months = \$19,968) and dividing by 0.28 yields \$71,314, ensuring rent remains just below the 30% housing cost burden threshold.

ESTIMATED AFFORDABILITY GAP: 2023 CITY OF PORTLAND RENT BOARD

[\$1,595 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$68,357	\$28,338	\$1,501,914
Management	29	\$82,610	\$68,357	- \$14,253	N/A
Sales and Office	7	\$53,366	\$68,357	\$14,991	\$104,937
Transportation	6	\$51,728	\$68,357	\$16,629	\$99,774
Maintenance	1	\$61,471	\$68,357	\$6,886	\$6,886
Total	96	--	--	--	\$1,713,511
Per Room					\$9,520

ⁱAnnualizing ACS median rent (\$1,595 * 12 months = \$19,140) and dividing by 0.28 yields \$68,357, ensuring rent remains just below the 30% housing cost burden threshold.

Final Calculation

As shown on the previous page, dividing the total affordability gap by the 180 new hotel rooms results in an **estimated per-room affordability gap ranging from \$9,520 to \$10,620 to \$13,731** depending on the rent data source used (City of Portland Rent Board, American Community Survey, or HUD Fair Market Rent). This estimate reflects the full annual affordability gap associated with the jobs generated by a single hotel room based on the methodology from the original 2018 study.

¹ Department of Housing and Urban Development [FY 2023 Fair Market Rent Documentation System](#) for the Portland, ME HUD Metro FMR Area

² U.S. Census American Community Survey 2019-2023 5-year estimate (Table B25031)

³ [2023 Portland Rent Board Annual Report](#) (pg. 12)

⁴ U.S. Census American Community Survey 2019-2023 5-year estimate (Table DP03)

⁵ U.S. Census American Community Survey 2019-2023 5-year estimate (Table S2405)

⁶ U.S. Census American Community Survey 2019-2023 5-year estimate (Table B24011)

⁷ U.S. Census American Community Survey 2019-2023 5-year estimate (Table S2001)

17 HOUSING

17.1 HOUSING PRESERVATION AND REPLACEMENT

17.1.1 Purpose

The purpose of the housing preservation and replacement ordinance is:

- A. To promote and facilitate an adequate supply of housing, particularly affordable housing for all economic groups.
- B. To limit the net loss of housing units in the city.
- C. To preserve housing in zones where housing is permitted in the city for all residents in order to promote the health, safety, and welfare of its citizens.

17.1.2 Applicability

- A. Except as otherwise provided in this section, the housing preservation and replacement ordinance shall apply to the loss of three or more dwelling units in a five-year period, provided that such dwelling units were a legally registered residential use as of July 1, 2002. For the purposes of this section, dwelling units shall be as defined in Article 3, but also include rooming units that people rent in or sleep in within lodging houses, dormitories, shelters, and sheltered care group homes.
- B. Except as otherwise provided in this section, the housing preservation and replacement ordinance shall also apply to proposals that result in the loss of fewer than three dwelling units which were legally registered residential use as of July 1, 2002 for the purposes of creating surface parking.
- C. For the purposes of this section, loss of dwelling units shall mean the elimination or conversion to nonresidential use of a dwelling

unit and dwelling units that remain vacant for three years or more or are lost due to demolition unless the vacancy or demolition results from accidents outside of the owner's control, fire, natural disasters, or acts of war.

- D. Determination of number of the dwelling units within a structure or structures and the number of units lost will be based on the records of the Building Authority indicating the legal, registered use of the property since July 1, 2002 through the time of application. The actual use of the property for purposes of applicability of this section may be rebutted by the owner by proof of documentary evidence including but not limited to photographs, letters, and sworn affidavits. The Planning Authority may conduct its own investigation of the actual use and shall determine the applicability of this section based on the totality of the evidence.

17.1.3 Exemptions

This section does not apply to:

- A. Consolidation, elimination, or reconfiguration of one or more dwelling units within an existing structure, as long as all the resulting units remain as dwelling units after such consolidation, elimination, or reconfiguration, except as provided by (D) below. Conversion of a dwelling unit to a hotel or motel room shall not qualify for the exemption provided by this paragraph.
- B. Legally nonconforming dwelling units existing in zones which no longer permit residential uses.
- C. Property which has been ordered demolished by the City, pursuant to 17 M.R.S. § 2851, et seq., as amended, except where it is determined by

the Building Authority that the deterioration was caused by neglect or lack of maintenance.

- D. Paragraph (A) above notwithstanding, the conversion to a nonresidential use of any dwelling units located on the ground floor of a building within a mixed-use zone.

17.1.4 Planning Authority approval required

Notwithstanding any other provision of this section, a proposal to demolish or to convert three or more dwelling units to a nonresidential use in a zone where such use is otherwise permitted must first obtain approval from the Planning Authority. In addition to any other requirements of the Land Use Code, the applicant must submit a statement certifying the number of dwelling units to be demolished or converted to nonresidential use, as well as a description of the characteristics of each of those units.

17.1.5 Tenant notification requirements

Prior to elimination as a result of demolition or conversion to nonresidential use, the owner shall:

- A. Provide the Planning Authority a list containing the name of each tenant currently residing in the dwelling units to be demolished or converted to nonresidential use, as well as verification of compliance with tenant notice requirements of this subsection.
- B. Deliver to each tenant who occupies such a dwelling unit a written notice to vacate the unit. The notice shall either be sent by certified mail, return receipt requested, or served in-hand. The notice will grant the tenant not less than 90 days from the date of receipt of the notice to vacate the unit.
- C. File proof of service of the notice with the Planning Authority.

17.1.6 Housing replacement requirements

- A. The Planning Authority shall require, as a condition of approval, that an owner shall replace any dwelling units that are demolished or converted to nonresidential use.
- B. This requirement may be satisfied in any one of the following ways, which may be used in combination:
 - 1. *Construction of units.* The construction of housing units within a new structure or a new addition either on site or off-site.
 - 2. *Residential conversion.* The conversion of a nonresidential building to residential use.

17.1.7 Replacement unit requirement

In addition to the foregoing, all replacement units built pursuant to Subsection 17.1.6.B above shall:

- A. Be located within the same United States census block group as the parcel from which the dwelling units are being removed or within 1,500 feet of the dwelling units being removed.
- B. Not previously have been on the market as of the date of application.
- C. Be situated within a development which has not been a candidate for site plan approval as of the date of the application.
- D. Be comparable in size to the units replaced. For the purpose of this section, “comparable in size” means that the aggregate size of the replacement units will be no less than 80% of the size of the aggregate of the original units to be replaced and a similar bedroom mix.

17.1.8 Contribution to the Housing Trust Fund

- A. The applicant may meet the requirements of this housing replacement ordinance by depositing \$50,000 for each dwelling unit into the City’s Housing Trust Fund.

B. Beginning on January 1, 2004 and annually thereafter, the amount of the contribution shall be adjusted by multiplying this amount originally deposited for each unit by a fraction, the denominator of which shall be the “Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”),” U.S. City Average, “All Items Index,” as published by the United States Bureau of Labor Statistics (“the index”) for January 1, 2003 year, and the numerator of which shall be the index for the same month in each subsequent year. In the event that the index is not then in existence, the parties shall use such equivalent price index as is published by any successor governmental agency then in existence, or, if none, then by such nongovernmental agency as may then be publishing an equivalent price index, in lieu of and adjusted to the index. If the index shall cease to use 1982-84 equals 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the index, the base index shall be adjusted to conform to such change, using such computation thereof, if available, as shall be employed by the United States Department of Labor in computing same. Notwithstanding anything herein to the contrary, contributions made after January 1, 2004 shall not be less than the amount originally required to be deposited for each rooming or dwelling unit.

17.1.9 Performance guarantee

Owners or affiliates must post a performance guarantee in the form of a letter of credit, or other security acceptable to the City attorney, in the amount equivalent to the amount the applicant would have been required to contribute to the

City’s Housing Trust Fund if the applicant had chosen that option pursuant to Subsection 17.1.8. Such a performance guarantee shall be valid for no more than three years, after which the full amount due shall be provided to the City’s Housing Trust Fund if replacement units satisfying the conditions of this housing replacement ordinance do not have certificates of occupancy.

17.1.10 Partial waiver of replacement requirements

A. Any owner who has applied for site plan review for elimination or conversion to nonresidential use of dwelling units may apply to the Zoning Board of Appeals for a partial waiver from the housing replacement requirements of this section. Such waiver may be a downward adjustment of up to 50% of the owner’s housing replacement obligation if the owner establishes to the board’s satisfaction that:

- 1.** The proposed development is consistent with the Comprehensive Plan.
- 2.** The proposed development provides significant value and benefit to the immediate and surrounding neighborhood, including, but not limited to, community enhancement, social benefits or job creation.
- 3.** The applicant demonstrates with objective evidence that the imposition of the requirements of this section would impose such an economic burden upon the project relative to its scope that it renders the project impossible to develop.
- 4.** The requested relief does not constitute a grant of a special privilege inconsistent with the limitations upon similar properties.

- B.** The Zoning Board of Appeals must make positive findings on each of the four criteria above in order for any such adjustment to be valid. An applicant aggrieved of a decision of the Zoning Board of Appeals may appeal a decision under this subsection pursuant to the provisions of Article 2.

17.1.11 Effect of other City ordinances

- A.** Nothing in this section shall permit the demolition or conversion to nonresidential use of dwelling units in residential property protected by Article 16, except as permitted by that ordinance.
- B.** A conditional zone may not be used to circumvent the application of this section. The terms of this section shall apply to any conditional zone which involves dwelling units affected by this section. Notwithstanding the foregoing, nothing herein shall be deemed to prevent the City and the applicant from agreeing to terms which exceed those imposed by this section by means of a conditional zone.

17.1.12 Appeals

Any applicant aggrieved by a decision of the Planning Authority under this section may appeal to the Zoning Board of Appeals within 30 days of that decision.

17.2 AFFORDABLE HOUSING

17.2.1 Purpose

It is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. Therefore, the purpose of this section is to offer incentives to developers to include units of affordable housing within development projects and to require the

inclusion of affordable housing units in development projects in certain contexts. In so doing, this section will assist the city in meeting its comprehensive goals for affordable housing, in preventing the overcrowding and deterioration of the limited supply of affordable housing, and promote the health, safety, and welfare of its citizens.

17.2.2 Affordable housing incentives

- A. Eligible projects.** Under this subsection, eligible projects shall include any development project:
 - 1.** That is permissible under the provisions of this Land Use Code in the zone in which it is proposed.
 - 2.** That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or sale, through new construction, substantial alteration of existing structures, adaptive reuse or conversion of a nonresidential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project.
- B. Reduction of fees.** Notwithstanding any other provision of this Land Use Code or Chapter 6 to the contrary, development fees, including site plan review and inspection fees, subdivision review and inspection fees, impact fees, administrative fees, and construction and permit fees as described in Chapter 6 of the City of Portland Code of Ordinances, shall be reduced by the City for an eligible project in the manner described in Table 17-A. Development

TABLE 17-A: AFFORDABLE HOUSING FEE REDUCTIONS

% of New Units That are Low- Income or Workforce	Development Fee Discount	Cost of Work (Building Permit) Fees
10% up to but not including 15%	10% reduction	\$9.90 per \$1,000
15% up to but not including 20%	15% reduction	\$9.35 per \$1,000
20% up to but not including 25%	20% reduction	\$8.80 per \$1,000
25% or more	25% reduction	\$8.25 per \$1,000

TABLE 17-B: BONUSES FOR ELIGIBLE PROJECTS

% Low-income or Workforce Units	Density Permitted¹
10-19%	1.1 x base
20-29%	1.25 x base
30-49%	1.3 x base
50-74%	2.5 x base
>75%	2.5 x base

¹ "Base" is the number of units allowed under the zoning without this bonus but with any other bonuses applied.

fees do not include any fees charged for review conducted by any party other than the City.

- C. Expedited review.** The Planning Authority shall perform its review of an eligible project in as expedited a manner as is practical, without impairing the scope or thoroughness of the review. The Planning Authority may adopt administrative procedures to prioritize review of eligible projects and facilitate this expedited review. The Planning Board shall make its best efforts to give priority in scheduling workshops and public hearings related to any plans or applications required for an eligible project that are within the Planning Board's jurisdiction, without impairing the scope or thoroughness

of its review. At the conclusion of these public meetings, the Planning Board shall promptly issue a decision on all such plans and applications before it for consideration.

D. Density and height bonuses.

Notwithstanding any other provision of this Land Use Code to the contrary, in order to encourage low-income and workforce units in areas prioritized for growth, eligible projects as defined under Subsection 17.2.2 may avail themselves of the following options:

- 1. Density bonuses.** The maximum number of units that would otherwise be allowed under this Land Use Code shall be increased for an eligible project in the manner described in Table 17-B, applicable where residential is allowed as a permitted or conditional use in mainland zones.
- 2. Height bonuses.** In mixed-use zones, the TOD zones, and the RN-6, for eligible projects over ten units in size in which over 75% of units are low-income or workforce units, maximum heights as permitted under Article 7 shall be increased by 10 feet.
- 3. Unit size.** In order to be eligible for this subsection, the low-income and workforce housing units must meet Subsections 17.2.3(C)(2), (3), and (4).
- 4. Term of affordability.** Affordable units under this subsection shall be deed-restricted to remain affordable for 30 years or the longest term permitted under federal, state, and local laws, whichever is longer. Such deed restrictions shall be recorded in the Cumberland County Registry of Deeds.

17.2.3 Ensuring workforce housing

- A. Purpose.** Based on the City’s Comprehensive Plan and the City’s 2015 housing study, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this subsection is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.
- B. Applicability.** This subsection shall apply to site plan applications that create ten or more new dwelling units for rent or for sale through new construction, substantial alteration of existing structures, adaptive reuse or conversion of a nonresidential use to residential use, or any combination of these elements. This subsection shall not apply to projects that otherwise meet or exceed the standards of 17.2.3(C).
- C. Standards.** Development projects subject to this subsection shall meet to the following requirements:
1. At least 25% of the units in the project shall meet the definition of workforce housing unit for sale or for rent as defined in Article 3. The project shall have the option of paying a partial fee-in-lieu as per (5) below or providing an additional unit on-site for any fractional value.
 2. Projects shall not be segmented to avoid compliance with these provisions.
 3. Workforce units must be integrated with the rest of the development, must use a common entrance in the case of mixed market rate and workforce buildings, must

TABLE 17-C: MINIMUM TERM OF AFFORDABILITY FOR REQUIRED WORKFORCE UNITS

% of Workforce	
Units Provided	Minimum Term of Affordability
25%	30 years
50%	20 years
100%	10 years

provide no indication from the exterior or from areas inside the respective buildings that these units are workforce housing units, and must demonstrate general parity in unit design, finishes, and amenities between market and workforce units in the development. Applications shall include a narrative that addresses parity of workforce and market rate units, a description of workforce and market rate unit attributes and amenities, phasing if applicable, and integration into the respective building and site design.

4. Workforce units need not be the same size as other units in the development but the cumulative number of bedrooms in such units shall be no less than 25% of the total number of bedrooms in the development.
5. As an alternative to providing workforce housing units, projects may pay a fee-in-lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund. The fee for affordable units not provided shall be \$150,000 per unit, adjusted annually in the same way as the fee under Subsection 17.1.8.
6. Workforce housing units for sale, if converted to workforce housing units for

rent, shall become subject to the income limits and other requirements of such units.

7. The term of affordability for the required 25% workforce units provided shall be defined as shown in Table 17-C.

8. Projects shall be subject to an affordable housing agreement with the City of Portland, unless a project is otherwise subject to such an agreement requiring an equal or greater percentage of affordable units at an equal or lower income target level than required by this section.

- D. **Density and height bonuses.** Projects that are subject to this subsection shall be eligible for density and height bonuses under Subsection 17.2.2(D).

- E. **Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.

- F. **Reporting to City Council.** In conjunction with the annual report on the Housing Trust Fund, the Planning Authority shall annually report on developments subject to this subsection, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this subsection in achieving its stated purpose.

17.2.4 Inclusionary zoning for hotel projects

- A. **Purpose.** This subsection is based on City analysis, most specifically the analysis documented in the Greater Portland Council of Government study *Proposed Hotel Linkage Fee: Supportable Range* dated August 29, 2018, that finds that new hospitality developments create a need for new affordable housing. This need is

the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

- B. **Hotel projects.** For the purposes of this subsection, hotel projects shall include any hotel as defined in Article 3 consisting of 10 or more guest rooms for rent to transient guests or to extended stay guests of up to six months. Any expansion of an existing hotel by 10 or more rooms within any five-year period will also be considered a hotel project.

- C. **Low-income housing minimum.** All hotel projects shall provide one unit of low-income housing for rent in the City of Portland for every 28 rooms in the hotel project, which shall meet the standards outlined in Subsections 17.2.3(C)(2), (3), and (4) and in the implementing regulations governing low-income units. Such units shall contain two bedrooms and be a minimum of 900 SF in floor area. This amount shall be rounded up to the nearest increment of 28 rooms. These units shall be deed restricted for the longest period permitted by law, shall not be used for short-term rentals of less than 30 days, and must be provided with distinct entrances from the street to delineate them from the hotel itself.

- D. **Fee-in-lieu alternative.** As an alternative to providing low-income housing units under Subsection 17.2.4(C) above, a hotel project may pay a fee-in-lieu of \$3,806 per hotel guest room. This amount shall be paid into the City's Housing Trust Fund and used for the purposes set forth in the ordinance and regulations applicable to that trust.

- E. Annual adjustments.** The amounts in Subsection 17.2.4(D) above shall be adjusted annually in the same way as the fee under Section 17.1.8.
- F. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.

17.3 JILL C. DUSON HOUSING TRUST FUND

17.3.1 Purpose

The purpose of enacting this section is:

- A.** To establish a City of Portland Housing Trust Fund for the promotion, retention, and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the city.
- B.** To serve as a vehicle for addressing very low, low, and moderate income housing needs through a combination of funds as set out in this article.

17.3.2 Establishment of the Jill C. Duson Housing Trust Fund

The City Council shall establish a special revenue account under the name “City of Portland Jill C. Duson Housing Trust Fund” (Housing Trust Fund). Deposits into the fund shall include:

- A.** Contributions from the City’s housing replacement ordinance under Subsection 17.1.8.
- B.** In-lieu fees under Subsections 17.2.3 and 17.2.5.
- C.** Funds appropriated to be deposited into the fund by vote of the City Council.
- D.** Voluntary contributions of money or other liquid assets to the fund.

- E.** Any federal, state, or private grant or loan funds provided to the fund.
- F.** Interest from fund deposits and investments.
- G.** Repayments of loans made from the fund.

17.3.3 Management of the trust fund

The City Manager, or their designee, shall serve as the manager of the Housing Trust Fund. The responsibilities of the manager, subject to the orders of the City Council, shall include:

- A.** Maintaining the financial and other records of the Housing Trust Fund.
- B.** Disbursing and collecting Housing Trust Fund monies in accordance with the Housing Trust Fund annual plan.
- C.** Monitoring the use of monies distributed to successful applicants for Housing Trust Fund support to assure on-going compliance with the purposes of the fund and the conditions under which these monies were granted or loaned.

17.3.4 Housing Trust Fund annual plan

- A.** Each fiscal year, the City Council shall adopt a Housing Trust Fund annual plan. The City Manager shall submit to the City Council a recommended Housing Trust Fund annual plan, utilizing the revenues of the Housing Trust Fund as well as any other funds the manager may propose as appropriate. The housing committee of the City Council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action.
- B.** The Housing Trust Fund annual plan shall include:

1. A description of all programs to be funded in part or in full by the Housing Trust Fund.
 2. A description of how funds from the Housing Trust Fund will be distributed among very low-income, low-income and moderate-income households.
 3. The amount of funds budgeted for programs funded in part or in full from the Housing Trust Fund.
- C. Priority for the expenditure of funds collected pursuant to Section 17.1 shall be given to the creation of new housing stock, through either new construction or conversion of nonresidential buildings to residential use.

17.3.5 Distribution and use of the Housing Trust Fund's assets

- A. All distribution of principal, interest, or other assets of the Housing Trust Fund shall be made in furtherance of the public purposes set out in Section 17.1.
- B. During each year, the Housing Trust Fund shall disburse as grants or loans so much of the Housing Trust Fund's assets as the City Council in its discretion has approved in the Housing Trust Fund annual plan.
- C. Funds shall not be used for City administrative expenses.
- D. Funds shall not be used for property operating expenses or supporting services.
- E. No grants or loans shall be awarded by the Housing Trust Fund to corporations, partnerships, or individuals who are delinquent at the time of application in the payment of property taxes or other fees to the City of Portland, who have been convicted of arson, who have been convicted of discrimination in the sale or lease of housing under the fair

housing laws of the State of Maine, or who have pending violations of current City electrical, plumbing, building, or housing codes or zoning ordinances.

17.3.6 Term of affordability

- A. Whenever funds from the Housing Trust Fund are used for the acquisition, construction, or substantial rehabilitation of an affordable rental or cooperative unit, the City of Portland shall impose enforceable requirements on the owner of the housing unit that the unit remain affordable for the remaining life of the housing unit, assuming good faith efforts by the owner to maintain the housing unit and rehabilitate it as necessary. The remaining life of the housing unit shall be presumed to be a minimum of 30 years.
- B. Whenever funds from the Housing Trust Fund are used for the acquisition, construction, or substantial rehabilitation of ownership housing, the City of Portland shall impose enforceable resale restrictions on the owner to keep the housing unit affordable for the longest feasible time, while maintaining and equitable balance between the interests of the owner and the interests of the City of Portland.
- C. The affordability restriction requirements described in this subsection shall run with the land and the City of Portland shall develop appropriate procedures and documentation to enforce these requirements and shall record such documentation in the Cumberland County Registry of Deeds.

17.4 CONDOMINIUM CONVERSION

17.4.1 Purpose

The purpose of this section is to regulate the conversion of rental housing to condominiums, to minimize the potential adverse impacts of such conversion on tenants, to ensure that such converted housing is safe and decent, and to maintain a reasonable balance of housing alternatives within the city for persons of all incomes.

17.4.2 Applicability

This section shall apply to the conversion of any rental unit to a condominium unit. For the purposes of this section, developer shall mean any person or other legal entity, but not including an established lending institution unless it is an active participant in a common promotional scheme, who, whether acting as principal or agent, records a declaration of condominium that includes real estate, any portion of which was previously a rental unit.

17.4.3 Protection of tenants

A. Notice of intent to convert. A developer shall give to each tenant, meaning any occupant in lawful possession of a rental unit, whether by lease, sublease, or otherwise, written notice of intent to convert at least one 120 days before the tenant is required by the developer to vacate. If a tenant has been in possession of any unit within the same building for more than four consecutive years, the notice period shall be increased by 30 additional days for each additional year, or fraction thereof, to a maximum of 240 additional days. The notice shall set forth specifically the rights of tenants under (A), (B), and (C) of this subsection and

Subsection 17.4.4, and shall contain the following statement:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Department of Permitting & Inspections, City of Portland, 389 Congress Street, Portland, Maine 04101.

B. If the notice specifies a date by which the tenant is required to vacate, the notice may also serve as a notice of termination under the applicable law of forcible entry and detainer, if it meets the requirements thereof. The notice shall be hand delivered to the tenant or mailed, by certified mail, return receipt requested, postage prepaid, to the tenant at the address of the unit or such other address as the tenant may provide. The notice shall be effective when actually received. No tenant may be required by a developer to vacate without having been given notice as required herein, except for the reasons specified in the applicable law of forcible entry and detainer, and in accordance with the procedures thereof. The terms of a tenancy, including rent, may not be altered during the notice period, except as expressly provided in a preexisting written lease. If, within 120 days after a tenant is required by a developer to vacate, the developer records a declaration of condominium without having given notice as required herein, the developer

shall be presumed to have converted in violation of this article.

- C. Option to purchase.** For a 60-day period following the giving of notice as required in Subsection 17.4.3(A), the developer shall grant to the tenant an exclusive and irrevocable option to purchase the unit of which the tenant is then possessed, which option may not be assigned. If the tenant does not purchase or contract to purchase the unit during the 60-day period, the developer may not convey or offer to convey the unit to any other person during the following 180 days at a price or on terms more favorable than the price or terms previously offered to the tenant, unless the more favorable price or terms are first offered exclusively and irrevocably to the tenant for an additional 60-day period. This subsection shall not apply to any rental unit that, when converted, will be restricted exclusively to nonresidential use. If, within two years after a developer records a declaration of condominium, the use of any such unit is changed such that but for the preceding sentence, this subsection would have applied, the developer shall be presumed to have converted in violation of this article.

17.4.4 Relocation payments

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months, provided that this requirement shall not apply to any tenant whose gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the

U.S. Department of Housing and Urban Development at the time notice is given as required in Subsection 17.4.3. Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

17.4.5 Conversion permit

Before conveying or offering to convey a converted unit, the developer shall obtain a conversion permit from the Building Authority. The permit shall issue only upon receipt of a completed application therefore in a form to be devised for that purpose, payment of a fee of \$25,000 per converted unit, to be adjusted annually in the same way as the fee under Chapter 14, Section 17.1.8 of this code, at least \$1,000 of which shall be appropriated to the Housing Safety Office for the administration and enforcement of the Rent Stabilization Ordinance, Chapter 6, Articles XII and XIII of this code, and the remainder of which shall be paid into the Jill C. Dusen Housing Trust Fund, and a finding, upon inspection, that each unit, together with any common areas and facilities appurtenant thereto, is in full compliance with all applicable provisions of Chapter 6, Articles II, III, and V and Chapter 10, Article II of the City of Portland Code of Ordinances, and the Life Safety Code as adopted by the state. The developer shall post a copy of the permit in a conspicuous place in each unit and shall make copies available to prospective purchasers upon request.

17.4.6 Variation by agreement

No provision of or right conferred by this Section 17.4 may be waived by a tenant, by agreement or

otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a tenant to waive any provision hereof, or right conferred hereby, shall be a violation of this article. Nothing herein shall be construed to void any term of a lease which offers greater rights than those conferred hereby.

17.5 RELOCATION OF DISPLACED TENANTS

17.5.1 Purpose

The purpose of this section is to encourage the retention of a diverse housing supply throughout the downtown and in areas readily accessible to the downtown, to ensure that persons displaced as the result of redevelopment of residential units to nonresidential uses within the B-3 Downtown Business zone are treated fairly and consistently, and to ensure that persons so displaced will be relocated at the reasonable expense of the developer to comparable housing at a location providing comparable access to services and amenities.

17.5.2 Notice and eligibility for relocation assistance

When a proposed development will result in the displacement of residents of an existing structure, the developer of the property shall give all tenants written notice as set forth below and shall provide relocation assistance as set forth below for any tenant whose gross income is 80% or less of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time the developer gives the tenant written notice of intent to cause removal of the residential unit. Such written notice shall be given to the tenant at least 120 days before the tenant shall be required to

vacate the premises and shall contain the following statement:

The developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101.

17.5.3 Relocation assistance for all tenants

The developer shall provide, upon demand, assistance to all tenants who will be displaced by the development in the form of referrals to other reasonable accommodations and in determining the tenants' eligibility for relocation payments as provided herein. The developer shall make relocation payments to eligible tenants in accordance with the schedule adopted by the City Council in Subsection 17.5.4.

17.5.4 Schedule of relocation payments for eligible tenants

The developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months.

**DRAFT MINUTES FROM
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
HELD ON 4/15/2025 RE HOTEL INCLUSIONARY ZONING ORDINANCE**

Item #2: Discussion: Hotel Inclusionary Zoning Ordinance and identify policy concerns for the Planning Board to consider in developing potential amendments to the Ordinance for consideration by the City Council

Kevin Kraft presented the history, background, and development trends related to the City's hotel inclusionary zoning ordinance. Nell Donaldson presented GPCOG's Nexus and Linkage Fee Study.

According to lodging license data from the Maine Department of Health and Human Services, there are currently 41 licensed lodging places in the City of Portland, with approximately 3,500 total rooms. 68% of these hotels have been developed since 2000, with 18 (44%) having been developed since 2010. In 2019, the City proposed and established a hotel inclusionary zoning ordinance. In the case of the City's IZ policy, a linkage fee study was completed in 2018 to document the nexus between hotel development and demand for affordable housing. The current linkage fee-in-lieu is \$4,831 per guest room. When the hotel policy was created, it was also the intent that the linkage fee would be periodically updated. In early 2025, City staff requested an updated fee-in-lieu analysis from GPCOG. Based on available data sources, GPCOG supplies three possible update fee-in-lieu figures based on three alternative rental cost date sources. These figures range from \$9,520 to \$10,620 to \$13,731 per room, depending on the rent date source used.

Staff is providing three options on moving forward. With committee guidance, staff is recommending the hotel moratorium be extended to allow time for staff to draft proposed Land

Use Code revisions for Planning Board review (in May/June) and eventually for consideration by the full City Council (in June/July).

The Committee held a discussion regarding the study methodology, and intended outcomes. Questions regarding the linkage fee, wage rates, number of hotel employees in Portland, creating housing affordable for hotel employees, and other methods to measure how to address the housing crisis were discussed. The Committee also noted that to create municipal led public housing, there would need to be a massive, revolving housing trust fund. Staff asked the Committee for their goal for the Hotel Inclusionary Zoning ordinance - is it to create the housing units required in the ordinance or is it to support investment into the Housing Trust Fund to leverage funding to create a greater amount of affordable housing?

Councilor Sykes noted the benefits of municipal led public housing is greater efficiency when compared to developers in the private market, and for that reason, leans towards trying to get a larger fee (that is more in line with what it costs to create housing) and try to capitalize a fund the City could use to produce publicly-owned housing.

Councilor Phillips indicated she would like to meet with the Planning Department.

Councilor Michniewicz asked staff to discuss their recommendation for option 2 (“raise IZ fee-in-lieu and reduce applicable threshold”).

Staff noted the current fee-in-lieu has not discouraged hotel development, so there is the thought there is room to increase the fee. Also, the current fee was calculated based on data from at least 2018 or earlier, so there is needed updating. Recalibrating the fee includes considering the impact on local developers. The fee should not be set so high that the unintended consequence is limiting the pool of developers from local and large commercial developers to only large commercial developers. Reducing the threshold from applying to projects that include

ten or more guest rooms would maintain consistency with changes made during ReCode.

Councilor Sykes indicated she leans towards option 2, but thinks the fee is far too low. The fee should be at a place that does not completely disincentivize hotel development. Larger corporations that are building hotels are probably in a place that is much easier for them to absorb the fee-in-lieu. Therefore, maybe tier the fee on the cost of the hotel room or ask the developer what the rate would be to rent a room for a week and then have that be the fee-in-lieu.

The Committee held a discussion on directing staff on how to proceed. Staff will implement the changes requested by the Committee, then bring the revised proposal to the Planning Board who would then make a recommendation to the City Council for consideration.

To allow the time necessary to conduct this work and hold the public hearings, the Committee directed staff to bring an extension request to the City Council to extend the moratorium from ending on June 2 to ending an additional six months from that date.

Councilor Ali opened the meeting to public comment. Seeing no one, the public comment period was closed.

On a motion by Council Sykes, seconded by Councilor Michniewicz, the Committee voted 4-0 to recommend to the City Council extension of the current 180-day moratorium on new hotel projects and expansions to allow time for a review of the Hotel Inclusionary Zoning ordinance.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 9, 2025

SUBJECT: Order 178-24/25 Amendment to Portland City Code Chapters 15 and 30 Re: Vehicles for Hire - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, 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:

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

I. SUMMARY

II. AGENDA DESCRIPTION

On September 11, 2024, the Sustainability and Transportation Committee reviewed and recommended the attached revisions to Chapter 30. The proposed changes would require non-motorized and most motorized multi-seat bicycles used for commercial purposes to be licensed with the City.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch 15 and Ch 30 Vehicles for Hire

2. Chapter015.Licenses and Permits 10.18.2021 (1)
3. Chapter030.Vehicles for Hire 8.12.2019

Prepared by:

Date: 04/09/2025

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)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTERS 15 AND 30 RE: VEHICLES FOR HIRE**

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

- 1. That the Sections 15-12, 30-75, 30-81, and 30-85 are hereby amended to read as follows:*

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for licenses issued pursuant to this Code and the expiration date of each license shall be as follows:

. . .

Location in Code	Description	Fee	Expiration Date
Ch. 30, Art. IV	Bicycle cabs	105.00, plus 21.00 per driver	April 30
<u>Ch. 30, Art. IV</u>	<u>Tour bicycle cabs</u>	<u>200.00, plus 25.00 per driver</u>	<u>April 30</u>

Location in Code	Description	Fee	Expiration Date
Ch.30, Art. V	Tour companies	315.00, plus 32.00 per vehicle/operator operator	April 30
Ch. 35	Marijuana Cultivation - Tier 1	500.00	Twelve months/concurrent with state license

. . .

Secs. 30-75. Definitions.

As used in this article, unless the context otherwise indicates, the following words shall have the following meanings:

Bicycle cab means any vehicle that is powered by means of a person operating a ~~two-or-three-wheeled~~ non-motorized vehicle, or vehicle powered by a motor having a maximum piston displacement of less than 25 cubic centimeters or an electric motor with a capacity not exceeding 750 watts and that also includes a separate seating area for passengers.

Tour bicycle cab means any bicycle cab that solicits, provides or offers rides to individuals or groups for profit that are pre-paid or pre-arranged.

Street, way, or public place means any street, way, trail, path, promenade, park, plaza, square, or other public property, or portion thereof.

To operate means to pedal, push or otherwise cause the bicycle

| cab to move.

...

Sec. 30-81. Denial, suspension, or revocation.

In addition to the general provisions of chapter 15 relating to the grounds for denial, suspension or revocation of license, a bicycle cab license may be denied, suspended or revoked on any of the following grounds:

- (a) The applicant or licensee or any operator is less than seventeen (17) years of age or has had a disqualifying criminal conviction or civil offense as provided in Section 30-33(b)(3-6).
- | (b) Charging more than the fare established by this article, if applicable.
- (c) Disobeying any order or direction of the city traffic engineer, the license inspector, or any police officer.
- (d) Causing or permitting any violation of this article or chapter 25.

...

Sec. 30-85. Maximum fare; rate card to be displayed on vehicle.

The fare for any trip in any licensed bicycle cab shall not exceed five dollars (\$5.00) per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. A rate card to be issued by the director and bearing the following statement shall be displayed on each vehicle in such a manner as to be visible to passengers riding in the bicycle cab at all times while such vehicle is in service:

PASSENGER INFORMATION

The maximum fare for any trip in this vehicle is \$5.00 per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. If you have questions or complaints about the fare you have been charged or the service you have received, please call the director the of Permitting and Inspections department ~~waterfront and transportation facilities~~ of the City of Portland at (207) 874-~~85576900~~, or write to:

Director of ~~Waterfront & Transportation~~
~~Facilities~~Permitting and Inspections
City of Portland
~~40 Commercial~~389 Congress Street
Portland, Maine 04101

Please include your name, address and telephone number to allow adequate follow-up by the city.

This provision shall not apply to Tour Bicycle Cabs.

...

Chapter 15 LICENSES AND PERMITS*

***Cross reference(s)**--Uniform procedure for assessments, § 1-16; administration, Ch. 2; funds due to city, § 2-201 et seq.; permits for burglar alarm systems, § 2.5-17; license for bottle clubs, § 3-26 et seq.; license for amusement devices, § 4-26 et seq.; license for music, dancing and special entertainment, § 4-51 et seq.; license for gaming, § 4-81 et seq.; license for sidewalk tanks and pumps for petroleum products, § 10-116 et seq.; inspection performance requirements, § 11-37; license for food service establishments, § 11-46 et seq.; license for street vendors, § 19-29 et seq.; license for transient sales, § 19-56 et seq.; license for pawnbrokers, junk dealers, secondhand dealers and flea markets, § 23-26 et seq.; excavator license, § 25-119; license for wreckers and vehicle towing, § 28-286 et seq.; licenses for taxicabs and limousines, § 30-31 et seq.; licenses for horse-drawn cabs, § 30-42 et seq.

Art. I. In General, §§ 15-1--15-14.5

Art. II. Reserved, §§ 15-15--15-20

Art. III. State Liquor Licenses and Special Entertainment Licenses, § 15-21

Div. 1. Renewals, §§15-21--15-30

Div. 2. Site Restriction, §§15-31--15-40

Div. 3. Training Requirements, §§15-41--15-43

ARTICLE I. IN GENERAL

Sec. 15-1. Definitions.

Words used in this chapter shall have their common meanings except that, as used in this chapter or in chapters related to this chapter, the following terms shall have the meanings set forth in this section, unless the particular licensing provision, or the context in which the term appears, clearly establishes that a different meaning was intended:

Actual ownership interest shall mean and include any legal or equitable interest in either the licensed firm, corporation, partnership or other entity, or the assets of that entity which are the subject matter of the license, other than any mortgage or security interest created solely as security for valuable consideration. In the case of stock in a corporation, the term shall be limited to those persons who individually or collectively have an interest in more than one-half of the voting shares of the

corporation. In the case of a limited partnership, the term shall not include ownership of limited partnership shares.

Bona fide nonprofit organization shall mean and include a bona fide nonprofit, charitable, educational, political, civic, recreational, patriotic or religious organization, which is organized under the provisions of 13 M.R.S.A. § 901, or 13-B M.R.S.A. § 201, or which is recognized as such by the Internal Revenue Service under 26 U.S.C.A. § 501(c)(3).

Bottle club means any person operating on a regular basis a premises for social activities in which members or guests provide their own alcoholic beverages.

Disqualifying criminal conviction shall mean and include any conviction for any criminal offense punishable by imprisonment for any period of time, whether or not the sentence was imposed or served, but shall not include any conviction which is shown to have been set aside on appeal or collaterally, or for which a pardon, certificate of rehabilitation, or the equivalent under the law of the sentencing jurisdiction has been granted, or which is not rationally related to the purpose of licensing the particular activity or device.

Person aggrieved shall mean and include any person whose license is suspended or revoked or whose license application is denied by any administrative official charged with responsibility for the granting or supervision of any license.

Principal officers shall mean and include the applicant and any officer, director, partner, owner, manager, or person who either has an actual ownership interest in the entity or directs any policy of the entity.

(Code 1968, § 901.3; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 1, 4-23-84; Ord. No. 183-84, 9-24-84; Ord. No. 165-15/16, 3-7-2016)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 15-2. Applicability.

(a) It is the sense of the city council that, to the extent practical, licensing procedures within the city should be uniform, and should be conducted at all times so as to give the maximum degree of protection to the licensee consistent with protection of the public health, safety and welfare. To that end, this chapter shall apply to all licenses and permits issuable by the city

through the Permitting and Inspections Department, and all licenses and permits issued by the state to which the city council have a right or duty to offer recommendations, comments, or to consent, set forth in this Code. Notwithstanding the aforesaid, any more stringent licensing or other requirement of this Code which is not inconsistent with this chapter, shall be deemed to be an additional requirement of this chapter.

(b) The Director of the Permitting and Inspections Department or his or her authorized designee shall be responsible for licensing of taxicabs and liveries under article II of chapter 30, and all references herein to the Permitting and Inspections Department shall be to the said director in regard to such licensing.

(Code 1968, § 901.1; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 2, 4-23-84; Ord. No. 294-04/05, 6-20-05; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-3. License required.

(a) No person shall engage in, operate any business, or use or permit the use of any device for which one (1) or more licenses are required by this Code or permit others operating under such licenses to act, without having obtained each and every such license required therein and shall not operate or use such license or device during any time that the applicable license has been suspended or after revocation as provided herein.

(b) A license may be issued pending receipt of the criminal history report from the State Bureau of Identification for pawnbrokers, junk dealers, secondhand dealers and flea markets as defined in Section 23-16, provided that the Permitting and Inspections Department has received all other documentation required for the issuance of such license and a copy of the applicant's criminal history record from the Portland Police Department, which criminal history record does not contain a disqualifying criminal conviction. If, after issuance of the license, the Permitting and Inspections Department receives a criminal history report from the State Bureau of Identification that contains disqualifying information, the Permitting and Inspections Department shall immediately move to suspend or revoke the license pursuant to Chapter 15 Section 15-8(a)(6) of the City Code.

(c) Any person engaged in, or operating any business or activity, or who uses or permits the use of any device for which a

license is required, shall procure a license for each and every such business activity, device or location of each activity or device unless this Code specifically provides to the contrary.

(d) Every license shall be exhibited in a conspicuous place on the premises, device or vehicle at all times that the premises, device, or vehicle is open to the public.

(Code 1968, § 901.2; Ord. No. 231-80, 12-22-80; Ord. No. 152-02/03, 2-3-03; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-4. Licensing authority.

(a) All licenses shall be issued, denied, suspended or revoked and all hearings shall be held by the Permitting and Inspections Department except as expressly provided in this Code. The Permitting and Inspections Department is authorized to notify the state licensing division of bureau of alcoholic beverages that the city council consent to the extension of existing state liquor licenses to city licensees pending the next meeting of the city council.

(Code 1968, § 901.4; Ord. No. 231-80, 12-22-80; Ord. No. 576-81, § 1, 3-16-81; Ord. No. 361-82, 1-4-82; Ord. No. 562-84, § 3, 4-23-84; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-5. Applications.

(a) All applications shall be made in writing on a form provided by the Permitting and Inspections Department. Each application submitted to the Permitting and Inspections Department shall state the name and business address of each applicant, the license desired, location to be used, if any, the date of the application, and such additional information as may be deemed necessary or useful by the Permitting and Inspections Department in determining whether such permit or license applied for should be issued.

(b) Other papers:

- (1) Any application for a license for which a criminal conviction is a disqualification under this Code shall be accompanied by a written waiver of the applicant's right to privacy or confidentiality under the State Criminal History Records Act [16 M.R.S.A. § 611 et seq.] and otherwise to the extent necessary for the Permitting and Inspections Department, acting through the chief of police, to determine whether or not such disqualification exists.

- (2) If the applicant is other than a natural person, the names of all principal officers shall accompany the original application.
- (3) A statement to the fact that no employee or officer of the city is beneficially interested in the license or licenses, or in lieu thereof, a statement of the names of such employees or officers as are beneficially interested.
- (4) In the case of a renewal, the licensee shall submit to the Permitting and Inspections Department on a form provided by the Permitting and Inspections Department, a certified ownership report for the previous twelve (12) month period. Such report, among other things, shall list the names of all persons, or groups of persons acting in concert who at any time during the period had an actual ownership interest.
- (5) Any organization claiming status as a bona fide nonprofit organization shall furnish sufficient evidence of such status.

(Code 1968, § 901.5; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-6. Fees.

(a) *Application fees.* Except as expressly provided, all applications for original licenses or for the consent of the city council, other than a flea market seller, temporary FSE or auction license, shall be accompanied by an administrative fee of forty-five dollars (\$45.00) to defray the cost of processing the application. All applications for renewal of licenses shall be accompanied by the fees for issuance and an administrative fee of thirty-five dollars (\$35.00), except for a flea market seller to defray the cost of processing the application. In any case where notice by publication or mail is required, the applicant shall pay the cost of publication and postage in advance. Application fees shall not be refundable.

- (1) Applications for any original licenses pursuant to Chapter 35, other than licenses for Small Scale Caregivers, shall be accompanied by an administrative fee of five hundred dollars (\$500.00). Applications for renewal of licenses pursuant to Chapter 35, other than

licenses for Small Scale Caregivers, shall be accompanied by an administrative fee of two hundred and fifty dollars (\$250.00).

- (2) Applications for original Small Scale Caregiver Licenses shall be accompanied by an administrative fee of fifty dollars (\$50.00). Applications for renewal of Small Scale Caregiver Licenses shall be accompanied by an administrative fee of forty dollars (\$40.00).

(b) *Appeals fee.* Appeals from determinations of the Permitting and Inspections Department shall be accompanied by a filing fee of twenty-five dollars (\$25.00) and the appellant shall also pay the full cost of publication and postage in advance, if such notice is required. For the purposes of this subsection, notice by publication shall be deemed to apply to the hearing on appeal whenever the requirement of publication would exist in the first instance. Appeals fees shall not be refundable except that, upon a successful appeal, the Permitting and Inspections Department shall credit the appeal fee toward the fee for issuance and shall refund any excess.

(c) *Filing fees.* Whenever any document, other than an application for any license, is required or permitted to be filed with the Permitting and Inspections Department in connection with any license, and no fee for such filing is otherwise prescribed, the fee for filing such document shall be two dollars (\$2.00) for the first page, and one dollar (\$1.00) for each page thereafter. Filing fees shall not be refundable.

(d) *Fees for issuance.* Fees for issuance of licenses shall be as provided in section 15-12. Fees for issuance shall be refundable in the amounts, and under the conditions, as set forth in a policy adopted by the Permitting and Inspections Department.

(e) *Late fees.* An additional fee shall be charged for issuance of any license after expiration of the holder's prior license, unless the application for the renewal license was filed prior to such expiration. The additional fee for issuance or renewal of any license applied for after the applicant has commenced the activity, or has permitted the use of the device to be licensed prior to such issuance, shall be ten dollars (\$10.00) or five (5) percent per month of the fee for issuance, whichever is greater, but shall not exceed the fee specified in this chapter for issuance of that license. Late fees shall not be refundable.

(f) *Proration.* The fee for issuance of an original license, unless issued late as provided in subsection (e), and which is issuable on an annual basis, but which when issued will not give the licensee twelve (12) full months use prior to expiration, shall be reduced by ten (10) percent for each full month that licensee will not have the use of the license, but in no case shall the license fee be reduced by more than fifty (50) percent. Notwithstanding the foregoing, there shall be no proration of the fee for excavators' licenses issued pursuant to chapter 25, article VII of this Code.

(g) *Fees to be cumulative.* Fees provided for in this section shall be deemed cumulative and shall be in addition to any other fee or fees required for the issuance of any permit under section 15-12. Where a maximum license fee is established by the state, the fees set by this chapter shall be deemed cumulative to the extent of such maximum fee.

(h) *Refunds where activity subsequently prohibited.* If, during the unexpired term of the license, a licensed activity is subsequently prohibited by amendment to this Code, the Permitting and Inspections Department shall refund to the licensee a portion of the license fee in accordance with the formula for proration of fees set forth in section 15-6(f).

(Code 1968, § 901, 6; Ord. No. 231-80, § 901.6, 12-22-80; Ord. No. 554-81, § 901.6, 3-2-81; Ord. No. 40-82, 6-21-82; Ord. No. 554-85, 5-14-85; Ord. No. 210-85, § 1, 10-21-85; Ord. No. 30-87, 7-6-87; Ord. No. 424-89, 5-15-89; Ord. No. 247-04/05, 5-16-05; Ord. No. 224-09/10, 5-17-10; Ord. No. 203-11/12, 6-4-12; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-7. Investigation of applicant.

(a) Upon receipt of an application for any license or permit, other than a renewal application substantially identical to the original application, the Permitting and Inspections Department shall inquire of other city departments, as appropriate, for comments as to whether a license may be granted consistently with the provisions of the laws and ordinances enforced by such departments. In all appropriate cases, the building authority shall verify that the premises to be used for the proposed activity comply with the building code, electrical code, plumbing code and zoning ordinance, and if applicable, state junkyard screening law; the health authority shall cause inspections to be made of the proposed location of any premises dispensing food or liquor; the fire chief shall cause inspection to be made for the purpose of

determining if city ordinances, a state law, or state regulations concerning fire and safety have been complied with; and if the license is not issuable to any class of persons, the police chief shall cause an investigation to be made of the principal officers or persons to be licensed. All such persons shall report to the Permitting and Inspections Department in writing, and copies of any such report shall be deemed a public record.

(b) Whenever a criminal background check is done prior to issuance of a license, any cost of such background check which is charged to the City by another agency shall be added to the fees to be paid by the applicant.

(Code 1968, § 901.7; Ord. No. 231-80, 12-22-80; Ord. No. 115-84, § 1, 8-6-84; Ord. No. 247-02/03, 5-19-03; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-8. Standards for denial, suspension or revocation.

(a) *Grounds.* In addition to any other specific provision of this Code authorizing such action, a license or permit may be denied, suspended or revoked upon a determination of the existence of one (1) or more of the following grounds:

- (1) Failure to fully complete the application forms; knowingly making an incorrect statement of a material nature on such form; or failure to supply any additional documentation required or reasonably necessary to determine whether such license is issuable, or failure to pay any fee required hereunder;
- (2) The licensed activity, or persons on the premises for the purpose of participating in the licensed activity, or persons patronizing the licensed device have caused one (1) or more breaches of the peace; or
- (3) There is a clear danger that a breach of the peace will occur if the licensed activity is permitted; or
- (4) The licensed activity or persons patronizing the licensed premises will substantially and adversely affect the peace and quiet of the neighborhood, whether or not residential, or any substantial portion thereof;
- (5) The licensee has violated any provision of this Code in the course of the conduct of the activity or device for which the license or licenses have been applied for, or

have been issued; or

- (6) The occurrence of any event subsequent to issuance of the license which event would have been a basis for denial of the license shall be grounds for revocation thereof; or
- (7) The applicant's or licensee's real or personal property taxes, or final judgments due and payable to the city, are determined to be in arrears as of the date of the license or application; or that real or personal property taxes or final judgments due and payable to the city on account of the premises for which application has been made or a license issued have not been paid in full as of the date of the license or application. Real or personal property taxes or final judgments that are less than thirty (30) days past due at the time of the license or permit application, that are less than \$500.00, or that are determined by the City Manager of his or her designee to not be owed as per §2-203(f) shall not be considered in arrears for purposes of this section.

(b) *Hearings.*

- (1) Except as expressly provided in this Code, no license to which this chapter applies may be revoked or suspended without prior notice to the licensee, and after a hearing.
- (2) In the case of the suspension or revocation of a license, a hearing shall be given to the licensee and a generalized statement of the nature of the complaint constituting the basis for the proposed action shall be included in the notice of hearing. Unexcused failure of licensee to appear at the hearing shall be deemed a waiver of the rights to said hearing.
- (3) Upon a determination that immediate and irreparable harm will be suffered by the public prior to the time that a hearing on suspension or revocation of a license can be scheduled and a finding of probable cause for such suspension or revocation, the Permitting and Inspections Department may suspend a license, pending hearing, effective upon the giving of actual notice to the licensee; provided that the Permitting and Inspections Department shall give an opportunity to be heard as soon as practicable thereafter. At any hearing, the licensee

shall be given the opportunity to answer the complaint and to present evidence. The complainant shall also be notified of the hearing and given the opportunity to be heard.

- (4) All suspensions or revocations shall be upon substantial evidence and all hearings shall be conducted with substantial fairness and strict adherence to the rules of evidence shall not be required.
- (5) All hearings on suspension or revocation of licenses shall be held within thirty (30) days of delivery to licensee of the generalized statement of complaint.

(c) *Abandoned licenses.* The applicant shall pay the issuance fee and obtain any license from the Permitting and Inspections Department within thirty (30) days after it has been approved by the Permitting and Inspections Department. Upon failure to pay the issuance fee and obtain the license within said thirty-day period, the approval shall be void and the application deemed abandoned. For good cause shown, the Permitting and Inspections Department may extend the thirty-day period provided such extension does not result in the issuance of the license being delayed more than one hundred eighty (180) days from its approval by the Permitting and Inspections Department.

(Code 1968, § 901.8; Ord. No. 231-80, 12-22-80; Ord. No. 291-83, 12-5-83; Ord. No. 562-84, §§ 4, 5, 4-23-84; Ord. No. 196-88, 11-7-88; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017; Ord. No. 220-17/18, 6-4-2018)

Sec. 15-9. Appeals.

(a) *Procedure.* An appeal to the city manager may be taken by any person aggrieved by the denial, suspension or revocation of a license by the Permitting and Inspections Department by filing a notice of appeal and the prescribed fee with the city manager within thirty (30) days of the decision appealed from, and not thereafter. Every appeal should be in writing and shall state the basis for the appeal. Within two (2) business days of the filing of an appeal, the city manager shall designate himself or any agent or employee to act as hearing designee in the appeal. The hearing designee shall hear the appeal within ten (10) business days after the filing of the appeal and may affirm, reverse or modify the decision appealed from. The taking of an appeal shall not stay a decision appealed from, except that at the request of the licensee, the Permitting and Inspections Department may stay the effective date of a suspension, revocation or denial of a renewal license

upon a finding that the public is not likely to suffer any harm during the pendency of the appeal. In such case, the Permitting and Inspections Department shall make a written finding of his or her decision in this regard and shall notify the appellant.

(b) *Scope of review.* On appeal, the hearing officer shall review the decision of the Permitting and Inspections Department and any disciplinary action taken pursuant thereto to determine whether the decision was based upon substantial evidence and the disciplinary action taken was proportionate to the violation. The hearing officer may take additional evidence with respect to such decision or action and if additional testimony or evidence is taken shall determine the appeal upon all of the evidence, except as provided in this section.

(c) *Appeal to the superior court.* Any person aggrieved by a decision of a hearing officer on appeal may appeal therefrom to the superior court in accordance with the provisions of Maine Rule of Civil Procedure 80B.

(Code 1968, § 901.9; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 6, 4-23-84; Ord. No. 182-84, 9-24-84; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-10. Notices of hearing.

(a) *Content.* Whenever a public hearing is required, the Permitting and Inspections Department shall give notice of the time and place of the hearing, the type of license involved, and the nature of the hearing, and the address or location of the property involved.

(b) *Service.* Except as expressly provided, whenever notice by mail is required, such notice shall be mailed by regular United States mail at least ten (10) days in advance of the hearing date. When notice by publication is required, such notice shall be published in a newspaper of general circulation in the city at least once, not more than thirty (30), nor less than seven (7) days before the date of the hearing. Where notice to abutters is required, all owners or occupants of property within five hundred (500) feet of such parcel or tract shall be deemed to be abutters, and service shall be made by ordinary mail at least seven (7) days before the date of the hearing. In the case of abutters, the owners and occupants of property listed in the assessor's records on the last tax date prior thereto, shall be deemed to be the persons to whom notice is to be given. The Permitting and Inspections Department shall take reasonable measures to notify renters in close proximity.

(c) *Notice requirements not mandatory.* Failure of any person other than the applicant or licensee to receive a notice of the public hearing shall not necessitate another hearing and shall not invalidate any action taken as a result thereof, except as otherwise expressly provided by law.

(Code 1968, § 901.10; Ord. No. 231-80, 12-2-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-11. License not to be transferable.

(a) No license shall be transferred to any person, to any location, or to any other vehicle or device, and no license fee shall be refunded if the licensed activity is ceased prior to the expiration of the license. All purported transfers not in accordance with this section are void. A license shall be deemed the subject of an attempted transfer whenever there is a sale of the business, vehicle or device, or where there is a change in actual ownership interest. Upon any such event, the licensee shall immediately surrender the license to the Permitting and Inspections Department; except that, in the case of death, bankruptcy or receivership of any licensee, the duly appointed executor or administrator of the deceased licensee or the duly appointed trustee or receiver of the bankrupted licensee or licensee receivership may retain the license and operate under the same for the benefit of the estate with the written permission and approval of the Permitting and Inspections Department until such time as such operation is no longer needed to benefit the estate. Thereafter, such personal representatives, receivers, or trustees shall either return the license to the Permitting and Inspections Department or transfer same to any other person, under order of the court having jurisdiction and upon written notice to the Permitting and Inspections Department. In the interim, between the death of the licensee and the appointment of an executor or administrator, or in cases where no administration of the estate of a deceased licensee is contemplated, the widow or widower or person designated by all of the heirs of the deceased licensee may take over the license upon written notice to the Permitting and Inspections Department. Duly appointed and qualified guardians and conservators of the estate of a licensee may retain the license of their ward during the term of office upon written notice to the Permitting and Inspections Department.

(b) In all cases arising out of this section in which the Permitting and Inspections Department is required to determine the identity or composition of or ownership interests in an applicant

or licensee, or to determine whether a transfer of an ownership interest in an applicant or licensee has taken place, he shall look to the substance rather than the form of transactions and any person aggrieved may appeal the Permitting and Inspections Department's determination to the city manager.

(Code 1968, § 901.11; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 7, 4-23-84; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for licenses issued pursuant to this Code and the expiration date of each license shall be as follows:

Location in Code	Description	Fee	Expiration Date
Ch. 3, Art. II	Bottle clubs (must obtain FSE and entertainment if applicable)	\$940.00	June 30
Ch. 3, Art. III	Brewery, Winery and On-Premises Consumption Distillery License (must obtain FSE and/or entertainment if applicable)	\$525.00	Concurrent with state liquor license
Ch. 3, Art. III	Small Brewery, Winery and Distillery Manufacturing License	\$250.00	Effective November 1, 2019; Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
Ch. 3, Art. III	Large Brewery, Winery and Distillery Manufacturing License	\$2,000	Effective November 1, 2019; Concurrent with state liquor license
Ch. 4, Art. II	Amusement devices (other than adult amusements), per device	\$153.00 for up to 25 and all additional @ \$10.00 per device	Twelve months or concurrent with state liquor license or with any city license
	Adult amusement devices, per location	\$978.00	Twelve months or concurrent with state liquor license or with any city license
Ch. 4, Art. III	Entertainment:		
	Single Entertainment Event - Private Property	\$50	Per event
	Single Entertainment Event - Public Property	\$50	Per event
	Indoor Entertainment	\$500	12 months or concurrent with state liquor license or any city license
	Outdoor Entertainment	\$700	12 months or concurrent with state liquor license or any city license

Location in Code	Description	Fee	Expiration Date
	Combined Entertainment	\$800	12 months or concurrent with state liquor license or any city license
	Sound Mitigation Review Fee	\$150	Per sound mitigation plan
	Expanded Entertainment Addendum	\$100	Per event
Ch. 4, Art. IV	Gaming:		
	Beano	\$104.00	December 31
	Games of chance (application fee pursuant to section 15-6 only)		
Ch. 4, Art. V	Nudity in licensed businesses	\$1,474.00	June 30
Ch. 11, Art. II	Food service establishments (FSE):		
	Temporary FSE:		
	a. Unopened prepackaged food	\$93.00	Three months
	b. Opened or nonprepackaged food	\$93.00	Per event not to exceed two weeks

Location in Code	Description	Fee	Expiration Date
	Mobile FSE (Chapter 19) a. pushcarts	\$322.00	March 31
	b. Food Trucks	\$546.00	March 31
	Street vendor cooler storage space - maximum of 7 sq. ft.	\$38.00 per 3.5 sq. ft. of space	March 31
	FSE-No food preparation on premises	\$181.00	January 31
	FSE-With preparation limited to hot beverages only	\$142.00	January 31
	FSE-With beer and wine take out	\$415.00	January 31
	FSE/Commissary - Food preparation on premises	\$459.00	January 31
	Marijuana Food Processing Establishment	\$459.00	Concurrent with marijuana license
	FSE's with liquor:		
	FSE-Class A lounge (Class X)	\$2,774.00	Concurrent with state liquor license
	FSE-Class A restaurant (Class I)	\$1,873.00	Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
	FSE-Hotel (Class IA)		
	FSE-Class A restaurant/lounge (Class XI)	\$2,326.00	Concurrent with state liquor license
	FSE-Qualified catering service (Class I)	\$1,873.00	Concurrent with state liquor license
	Innholder-15 rooms or less	\$1,436.00	Concurrent with state liquor license
	Innholder-16 to 40 rooms	\$1,928.00	Concurrent with state liquor license
	Innholder-more than 40 rooms	\$2,239.00	Concurrent with state liquor license
	FSE-Spirituuous license (Class II)	\$611.00	Concurrent with state liquor license
	FSE-Vinous license (Class III)	\$410.00	Concurrent with state liquor license
	FSE-Malt license (Class IV)	\$824.00	Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
	FSE-Malt and vinous license (Classes III and IV combined)	\$906.00	Concurrent with state liquor license
	FSE-Nonprofit club (Class IV with catering or Class V without catering)	\$737.00	Concurrent with state liquor license
	FSE-Liquor catering	\$33.00	Per event
	FSE-Temporary (bona fide nonprofit organization) with any spirituous, vinous or malt license and special entertainment	\$65.00	Per 2-day period
	FSE-Auditorium	\$584.00	Concurrent with State Liquor License
	FSE-Civic Auditorium	\$1,851.00	Concurrent with State Liquor License
Ch. 12, Art. VII	Operation of rendering facilities	263.00	September 30
Ch. 16	Massage establishment	\$65.00	September 30
	Combined massage establishment/massage therapist	\$55.00	
	Massage therapist	\$38.00	

Location in Code	Description	Fee	Expiration Date
	Conditional massage therapist	\$38.00	
Ch. 19, Art. II	Night Street Vendor (must also obtain FSE and street vendor)	\$218.00	
Ch. 19, Art. III	Transient sellers	\$109.00	December 31
Ch. 21	Farmers' Markets on private property	\$26 per vendor	March 31
Ch. 23, Art. II	Flea market seller	\$22.00	Last day of February
	Flea market Operator	\$55.00 \$246.00	Per day Annual/March 1st
	Secondhand dealer, junk dealer, pawnbroker ¹ (including used cars)	\$153.00	December 31
	Junk collector	\$26.00	December 31
Ch. 28, Art. IV	Wreckers and vehicle towing	\$278.00	June 30
Ch. 28, Art. VII	Valet Parking	\$ 2 7 3 . 0 0 p e r l o c a t i o n	Twelve months
	Valet Parking Special Event Permit	\$64.00	
Ch. 28, Art. VIII	Licensing of Booting of Motor Vehicles	\$105.00	October 31
Ch. 30, Art. II	Taxicabs and liveries:		

¹ Reflects city practice for junk dealers and pawnbrokers.
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Location in Code	Description	Fee	Expiration Date
	Taxicab business license	315.00	April 30
	Livery business license	315.00	April 30
	Taxicab driver's license	79.00	April 30
	Taxi Replacement license	11.00	
	Livery driver's license	21.00	April 30
	Livery replacement license	11.00	
Ch. 30, Art. III	Horse-drawn cabs	210.00, plus 21.00 per driver	April 30
Ch. 30, Art. IV	Bicycle cabs	105.00, plus 21.00 per driver	April 30
Ch.30, Art. V	Tour companies	315.00, plus 32.00 per vehicle/operator operator	April 30
Ch. 35	Marijuana Cultivation - Tier 1	500.00	Twelve months/concurrent with state license
	Marijuana Cultivation - Tier 2	5,000.00	Twelve months/concurrent with state license
	Marijuana Cultivation - Tier 3	10,000.00	Twelve months/concurrent with state license

Location in Code	Description	Fee	Expiration Date
	Manufacturing - manual	2,500.00	Twelve months/concurrent with state license
	Manufacturing - high hazard	5,000.00	Twelve months/concurrent with state license
	Retail Marijuana - medical	5,000.00	Twelve months
	Retail Marijuana - adult use	10,000	Twelve months/concurrent with state license
	Small Scale Marijuana Caregiver	250.00	Twelve months
	Marijuana Testing	1,000.00	Twelve months/concurrent with state license

(b) Fees for licenses to be established by the city pursuant to state law shall be as follows:

Description	Fee	Expiration Date
Amusements, including images; pageantry; sleight of hand tricks; puppet shows; feats of balancing; wire dancing; personal agility; or dexterity	\$22.00	Per day

Description	Fee	Expiration Date
Billiards or pool, per table	\$33.00	Twelve months or concurrent with state liquor license or with any city license
Bowling alley, per establishment	\$92.00	April 30
Circus	\$181.00	Per day
Circus (bona fide nonprofit organization)	\$27.00	Per day
Going-out-of-business sale	\$104.00	--
Menageries	\$22.00	Per day
Motion picture theatres (other than open-air drive-in) operating more than six (6) months:		
Seating capacity 999 or less, per screen	\$295.00	June 30
Seating capacity 1,000 or more, per screen	\$486.00	June 30
Temporary--One (1) week or less	\$33.00	One week
Temporary--More than one (1) week but less than two (2) months	\$49.00	Two months
Temporary--More than two (2) months but less than six (6) months	\$77.00	Six months

Description	Fee	Expiration Date
Roller skating rink	\$164.00	June 30

(Code 1968, §§ 302.6, 414.1, 414.5, 712.2, 714.6, 714.7, 901.12; Ord. No. 391-72, 7-5-72; Ord. No. 201-74, 4-17-74; Ord. No. 645a-75, 11-17-75; Ord. No. 231-80, 12-22-80; Ord. No. 553-81, § 1, 3-2-81; Ord. No. 554-81, 3-2-81; Ord. No. 576-81, § 2, 3-16-81; Ord. No. 694-81, 5-18-81; Ord. No. 82-81, § 1, 7-6-81; Ord. No. 392-82, 2-1-82; Ord. No. 564-82, 5-17-82; Ord. No. 565-82, 5-17-82; Ord. No. 566-82, 5-17-82; Ord. No. 510-84, § 1, 4-2-84; Ord. No. 591, 5-21-84; Ord. No. 658-84, 5-30-84; Ord. No. 431-85, § 3, 2-20-85; Ord. No. 554-85, 5-14-85; Ord. No. 212-85, §§ 1, 2, 10-21-85; Ord. No. 116-86, § 1, 3-3-86; Ord. No. 551-86, 5-12-86; Ord. No. 189-87, § 2, 12-7-87; Ord. No. 386-88, 5-16-88; Ord. No. 425-89, 5-15-89; Ord. No. 29-89, 6-19-89; Ord. No. 258-90, 2-21-90; Ord. No. 351-90, 5-21-90; Ord. No. 264-91, 3-4-91; Ord. No. 358-91, 5-20-91; Ord. No. 183-91, 12-2-91; Ord. No. 175-92, 3-16-92; Ord. No. 245-93, 3-22-93; Ord. No. 83-93, § 1, 9-8-93; Ord. No. 94-93, 9-20-93; Ord. No. 221-94, § 2, 2-23-94; Ord. No. 314-94, 5-16-94; Ord. No. 229-95, 4-3-95; Ord. No. 34-95, 7-5-95; Ord. No. 264-96, § 1, 5-20-96; Ord. No. 128-98, 10-19-98; Ord. No. 282-99, § 2, 5-17-99; Ord. No. 228-00, § 1, 5-15-00; Ord. No. 276-01, 5-21-01; Ord. No. 277-01, 5-21-01; Ord. No. 119-01/02, § 6, 12-3-01; Ord. No. 258-01/02, 5-20-02; Ord. No. 260-01/02, 5-20-02; Ord. No. 246-02/03, 5-19-03; Ord. No. 248-02/03, 5-19-03; Ord. No. 180-03/04, 4-7-04; Ord. No. 217-03/04, 5-17-04; Ord. No. 68-04/05, 10-4-04; Ord. No. 247-04/05, 5-16-05; Ord. No. 245-05/06, 5-15-06; Ord. No. 227-06/07, 5-21-07; Ord. No. 196-07/08, 4-28-08; Ord. No. 246, 07-08, 5-19-08; Ord. No. 224-09/10, 5-17-10; Ord. No. 229-12/13, 5-20-13; Ord. No. 159-12/13, 4-22-13; Ord. 52-14/15, 9-15-2014;)Ord. 246-14/15, 6-24-2015; Ord. 109-15/16, 11-16-2015; Ord. 181-15/16, 3-21-2016; Ord. 180-15/16, 3-21-2016; Ord. 18-17/18, 8-21-2017; Ord. No. 111-17/18, 11-20-2017; Ord. No. 218-17/18, 5-21-2018; Ord. No. 244, 5-20-2019; Ord. No. 285-19/20, 7-15-2019; Ord. No. 25-19/20, 8-12-2019; Ord. No. 166-19/20, 5-18-2020; Ord. No. 152-19/20, 10-5-2020; Ord. No. 74-21/22, on 10-18-2021, retroactive to 9/13/2021)

Sec. 15-12.1. Waiver of fees.

The city council may, in its discretion, waive or reduce any fee required of any nonprofit organization where the council determines that the purpose of the licensed activity or the funds to be raised by the activity are of direct benefit to the citizens of the city. Additionally, the Permitting and Inspections Department may waive or reduce the fee required of the nonprofit organization for a temporary food service establishment license when the organization demonstrates that it will retain 100 percent of the proceeds of the temporary sale of food.

(Ord. No. 527-82, 5-3-82; Ord. No. 230-12/13, 5-20-13; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Editor's note--Ord. No. 527-82, adopted May 3, 1982, added a new § 901.12A to the 1968 Code, which provisions, at the discretion of the editor, have been codified as § 15-12.1 of this Code.

Sec. 15-13. Supplementation of applications.

Whenever a license is in effect, the licensee shall be responsible for notifying the Permitting and Inspections Department in writing of any material change in facts set forth in the application for any license held from the city within seven (7) days thereafter. Failure to comply with this requirement shall be a violation of this chapter.

(Code 1968, § 901.13; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-14. Violations.

In addition to any action which may be taken by the Permitting and Inspections Department or the city council with respect to the suspension or revocation of a license:

(a) Violation of this chapter, or of any licensing provisions of the city governed by this chapter, or of any rule made pursuant thereto shall be a civil violation subject to the penalties of section 1-15; and

(b) The Permitting and Inspections Department is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(Code 1968, § 901.14; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-14.5. Inspections.

(a) A licensee must allow any city official who is on duty access to the licensed premises at the same times and in the same manner as access is allowed to the public except that no entry fee may be charged.

(b) A licensee must also allow access to the licensed premises to any city official authorized to determine compliance with federal, state or city law at any reasonable time, including any time that access is allowed to the public.

(c) A violation of this section is grounds for license nonrenewal, suspension, or revocation, in addition to any other penalties authorized by this Code.
(Ord. No. 27-96, 7-15-96)

Editor's note--Ord. No. 27-96, passed Jul. 15, 1996, amended this Code by adding provisions to be included as § 15-15. Such provisions have been redesignated as § 15-14.5 at the discretion of the editor, inasmuch as other provisions were previously codified as § 15-15.

ARTICLE II. RESERVED*

***Editor's note**--Ord. No. 129-98, adopted Oct. 19, 1998, repealed Art. II, Divs. 1 and 2, §§ 15-15--15-20, relative to moratorium on liquor licenses, which derived from Ord. No. 325-92, §§ 1--3, adopted Apr. 23, 1992; Ord. No. 116-92, adopted Oct. 5, 1992; Ord. No. 103-95, adopted Nov. 6, 1995; and Ord. No. 222-96, adopted May 6, 1996.

Sec. 15-15. Reserved.
Sec. 15-16. Reserved.
Sec. 15-17. Reserved.
Sec. 15-18. Reserved.
Sec. 15-19. Reserved.
Sec. 15-20. Reserved.

ARTICLE III. STATE LIQUOR LICENSES AND SPECIAL ENTERTAINMENT LICENSES

DIVISION 1. RENEWALS.

Sec. 15-21. Renewal hearings for state liquor licenses or name changes.

The City License Administrator is authorized to approve the renewal of State liquor licenses, name changes, or any changes in license classification other than a change allowing the sale of spirituous alcohol, without holding a hearing, unless the License Administrator determines that hearing is necessary, or has received a request from a member of the City Council or a City official for a hearing on a specific application. Hearings shall be held by the City Council.

(Ord. No. 146-96, 1-17-96; Ord. No. 98-03/04, 11-17-03; Ord. No. 285-19/20, 7-15-2019)

Sec. 15-22. Reserved.
Sec. 15-23. Reserved.
Sec. 15-24. Reserved.
Sec. 15-25. Reserved.
Sec. 15-26. Reserved.
Sec. 15-27. Reserved.
Sec. 15-28. Reserved.
Sec. 15-29. Reserved.
Sec. 15-30. Reserved.

***Editor's note-** Pursuant to Council Order 81-09/10, passed on October 19, 2009 repealed Article IV in its entirety and was replaced with Division 2 (Site restriction) and Division 3 (Training requirements).

DIVISION 2. SITE RESTRICTION.

Sec. 15-31. Site restrictions.

The City License Examiner shall not accept an application for a State liquor license of any type for a business that will be located on premises that are the same, or substantially the same, as premises that held a business for which a liquor license of any type was not renewed, for a period of one hundred and eighty (180) days following the later of the date of the non-renewal, or the date of a final decision in any appeal of the non-renewal. Any premises containing some but not all of the original premises shall be considered substantially the same as the original premises.
(Ord. No. 152-03/04, 2-23-04; Ord. No. 81-09/10, 10-19-09)

Sec. 15-32. Reserved.
Sec. 15-33. Reserved.
Sec. 15-34. Reserved.
Sec. 15-35. Reserved.
Sec. 15-36. Reserved.
Sec. 15-37. Reserved.
Sec. 15-38. Reserved.
Sec. 15-39. Reserved.
Sec. 15-40. Reserved.

DIVISION 3. TRAINING REQUIREMENTS

Sec. 15-41. Training requirements for individuals who serve

alcohol.

Individuals who serve alcoholic beverages pursuant to a liquor license that allows the service of alcohol for consumption on the premises must complete a server training program certified by the state bureau of liquor enforcement no later than September 1, 2010, or within ninety (90) days of the commencement of his or her employment with a licensee if said employment begins within ninety (90) days of September 1, 2010 or thereafter.

(Ord. No. 81-09/10, 10-19-09)

Sec. 15-42. Record keeping.

Liquor licensees whose license allows the service of alcohol for consumption on the premises shall maintain on the licensed premises, or in the case of a caterer at the principle place of business, written records of the server training programs completed by individuals who serve alcohol and shall produce those records upon request by the city license administrator, a member of the Portland police department, or an agent of the state bureau of liquor enforcement.

(Ord. No. 81-09/10, 10-19-09)

Sec. 15-43. Failure to meet training requirements.

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).

(Ord. NO. 81-09/10, 10-19-09)

Chapter 30 VEHICLES FOR HIRE*

*Cross reference(s)--Operation of buses in parks, § 18-20; streets, sidewalks and other public places, Ch. 25; traffic and motor vehicles, Ch. 28.

Art. I. In General, §§ 30-1--30-15

Art. II. Taxicabs, §§ 30-16--30-38.5

Div. 1. Generally, §§ 30-16--30-30

Div. 2. Licenses, §§ 30-31--30-38.5

Art. III. Horse-Drawn Cabs, §§ 30-39--30-74

Div. 1. Generally, §§ 30-39--30-41

Div. 2. Licenses, §§ 30-42--30-46

Div. 3. Operating Requirements, §§ 30-47--30-74

Art. IV. Bicycle Cabs, §§ 30-75--30-92

Div. 1. General Provisions, §§ 30-75--30-76

Div. 2. Licenses, §§ 30-77--30-91

Div. 3. Operating Requirements, §§30-82--30-92

Art. V. Tour Companies, §§ 30-93--30-109

Div. 1. General Provisions, §§30-93--30-94

Div. 2. Licenses, §§30-95-30-99

Div. 1. Operating Requirements, §§30-100--30-109

Art. VI. Rental Vehicles, §30-110

ARTICLE I. IN GENERAL

Sec. 30-1. Reserved.

Sec. 30-2. Reserved.

Sec. 30-3. Reserved.

Sec. 30-4. Reserved.

Sec. 30-5. Applicability to transportation of disabled persons.

This chapter shall not apply to any vehicle used for the transportation of passengers for hire which meets each and every one of the following requirements:

(a) The vehicle is equipped with a ramp or lift mechanism designed to accomplish wheelchair access;

(b) The vehicle, at all times when used for hire, is

transporting one (1) or more physically disabled persons; provided, however, not all persons within the vehicle need be physically disabled provided they are accompanying a physically disabled person;

- (c) The vehicle is designed and operated to provide only non-emergency transportation to passengers who are wheelchair-bound or otherwise restricted in mobility due to physical incapacity, injury, sickness or other medical or age-related reason. For purposes of this chapter, non-emergency medical transportation vehicles are taxicabs, except that any motor vehicle utilized by a regional or nationally affiliated transportation agency that is registered and in good standing as a Maine non-profit corporation or is a public state or local agency, and that performs a background check on its drivers shall be excluded from this definition and the provisions of Article II. Any person or business who is unlicensed and claims to qualify for this exception bears the burden of proof to demonstrate that the exception is applicable; and

- (d) The vehicle is operated for hire only by prearrangement.

Any doubt as to the applicability of the exemption created by this section shall be resolved against the application of this section. Any vehicle operated for hire, although designed for handicapped use, when not so used, shall be subject to the applicable provisions of this chapter.

(Ord. No. 534-86, 5-5-86; Ord. No. 286-07/08, 6-16-08)

Sec. 30-6. Reserved.
Sec. 30-7. Reserved.
Sec. 30-8. Reserved.
Sec. 30-9. Reserved.
Sec. 30-10. Reserved.
Sec. 30-11. Reserved.
Sec. 30-12. Reserved.
Sec. 30-13. Reserved.
Sec. 30-14. Reserved.
Sec. 30-15. Reserved.

ARTICLE II. TAXICABS; LIVERIES*

*Cross reference(s)--Operation of buses in parks, § 18-20; streets,
sidewalks and other public places, Ch. 25; traffic and motor vehicles, Ch. 28.

DIVISION 1. GENERALLY

Sec. 30-16. Definitions.

Terms used in this article shall have their common meanings except that the definitions set forth in chapter 15 or in this section shall apply unless the context clearly indicates that a different meaning is intended.

Compensation means delivering or providing any money, item of value, credit card charge slips, other pecuniary consideration or compensation, reward, donation, tip or any other remuneration, whether such is paid voluntarily or upon solicitation, demand, request, contract, agreement or as a surcharge.

Director means the designee of the city manager.

Disqualifying criminal offense means and include any conviction for any criminal offense punishable by imprisonment for any period of time, whether or not the sentence was imposed or served, but shall not include any conviction which is shown to have been set aside on appeal or collaterally, or for which a pardon, certificate of rehabilitation, or the equivalent under the law of the sentencing jurisdiction has been granted.

For hire means the transportation for compensation of passengers.

License inspector means and includes any person designated by the director to perform inspections of taxicabs.

Limousine means any vehicle designed to carry 5 or more passengers behind the driver's seat which is of a type customarily designated as a luxury "stretch limousine" and is used for the transportation of passengers for hire solely on a reserved hourly or flat rate basis.

Livery, except as provided in section 30-17A below, means any motor vehicle designed to carry 3 or more passengers behind the driver's seat which is used for the transportation of passengers

for hire on a prior reserved hourly or flat rate basis. Livery vehicles shall not be available for hire on a "hail" or walk-up basis by passengers on the street and shall not include a limousine.

Metered zone means and includes the Cities of Portland, other than Peaks Island, South Portland and Westbrook and the Towns of Cape Elizabeth, Falmouth and Scarborough.

Taxicab means and includes any motor vehicle used for the transportation of passengers for hire, the destination and route of which are under the direction and control of the passengers; except that the provisions of this article shall not apply to a motor vehicle licensed by another municipality to operate as a taxicab or other vehicle for hire which is operated within the City of Portland in response to:

- (a) A call to convey a passenger from the city to such other municipality; or
- (b) A request to convey a passenger from the city to such other municipality when such request is made at the point of delivery in the city of a passenger from such other municipality; or
- (c) A request to convey a passenger from such other municipality to the city.

"Taxicab" does not include a limousine or livery vehicle as defined above, or a vehicle which operates solely on a fixed schedule and route such as, but not limited to, a bus.

To operate means and includes to drive, or regularly to cause, induce, permit or suffer another to drive, whether or not such other person acts in the capacity of an agent, servant, employee, lessee or independent contractor.

(Code 1968, § 902.2; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08; Ord. No. 188-08/09, 4-6-09; Ord. No. 26-10/11, 8-16-10)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 30-17. Applicability.

(a) All provisions of this Article shall apply to taxicabs and livery vehicles which operate between any of the municipalities within the metered zone and the city, except that livery vehicles shall

not be required nor allowed to have taximeter and the provisions of section 30-21 shall not apply to liveries. This article shall not apply to the Casco Bay Islands except as provided herein for Peaks Island.

(b) Limousines operating within the city or based in the city are exempt from the provisions of this Article.

(c) Livery operators which hold a current interstate operating authority from the Federal Motor Carrier Safety Administration and the liveries covered by such interstate operating authority are exempt from this Article. Failure to have a written prior reservation record at the time of pick-up, drop-off or conveyance of a passenger creates a rebuttable presumption that the vehicle and operator are required to be licensed as a taxicab under this Article. No livery shall operate as a taxicab nor accept passengers on a "hail" or walk-up basis, except as provided herein for a Peaks Island livery, even if such livery is covered by interstate operating authority or is licensed as a livery under this Article.

(Ord. No. 57-04/05, 10-4-04; Ord. No. 188-08/09, 4-6-09)

Sec. 30-17A. Service on Peaks Island.

(a) A vehicle providing transportation for hire services exclusively on Peaks Island, the destination and route of which are under the direction and control of the passengers, must be licensed as a livery hereunder and driven by a licensed livery driver. Such vehicle and driver shall comply with all requirements of this ordinance, except as follows:

- (1) Vehicle signage shall be on both front doors of the vehicle, stating the company name and "Peaks Island Livery Only"; the vehicle shall be licensed to operate solely on Peaks Island;
- (2) The vehicle license fee shall be one-half of the regular license fee for a livery vehicle. All other fees shall be the same;
- (3) The Peaks Island livery shall be available for hire on a "hail" or walk-up basis by passengers on the Island;
- (4) Rates shall be negotiated with the passenger prior to provision of service, subject to a maximum rate

not to exceed five dollars (\$5.00) per passenger per trip, which maximum fare shall be conspicuously posted on the exterior of both the rear doors of the livery and inside the vehicle;

- (5) The Peaks Island livery driver shall not be required to keep a log pursuant to section 30-25.

(b) Except as provided in this section, the Peaks Island livery and driver shall comply with all other requirements of this chapter.

(Ord. No. 188-08/09, 4-6-09; Ord. No. 26-10/11, 8-16-10)

Sec. 30-18. Equipment.

(a) *General requirements.*

- (1) All taxicabs and liveries shall submit to random vehicle inspections by the license inspector or the inspector's designee or a member of the Portland police department, in addition to the city's required annual inspection.
- (2) Taxicabs and liveries shall be at all times clean and in good repair inside and out. "Clean and in good repair" shall mean and include, without limitation, the following:
 - a. No visible tears in carpeting;
 - b. No dents larger than six (6) inches in diameter;
 - c. No tears in seat upholstery;
 - d. No loose trash or large amounts of dirt or sand in the interior passenger area, whether or not the area is currently occupied by a passenger;
 - e. No missing trim or body work;
 - f. No cracks in windshield or windows;
 - g. Seat belts for all passenger seats visible and in working order;
 - h. No missing hubcaps;

- i. No visible primer paint;
 - j. No rust greater than one (1) inch in diameter; and
 - k. An operational jack and inflated spare tire.
- (3) Taxicabs and liveries shall be maintained at all times in compliance with the laws of the state relating to passenger vehicles and the rules and regulations of the state enacted pursuant thereto.
- (4) *Taximeters.* Taxicabs, other than those which operate exclusively on the islands, shall be equipped with taximeters which have been tested, approved and sealed by the state sealer of weights and measures, and which shall indicate fare and mileage by means of legible figures which are electrically illuminated during the period between sunset and sunrise, which fare shall be computed in accordance with the rate card and shall be calibrated the same fraction of a mile as the maximum fare provided in section 30-21(b)(1). Taximeters shall be so placed that the figures are in plain view of all passengers. Taximeters shall be connected directly to and be driven directly from the transmission by means of flexible shafts and flexible housing so connected and sealed as to not be subject to tampering.
- (5) *Exterior light.* Every taxicab shall be equipped with an exterior light affixed to the roof thereof which shall be covered with a translucent fixture marked with the word "Taxi" in legible lettering and which shall be operated during the period between sunset and sunrise. A livery vehicle is prohibited from having an exterior light.
- (6) *Notice to the Public.* Every taxicab and livery shall conspicuously display the following rules and regulations to notify the public of the requirements of all taxicab and livery vehicles;
- a. For taxicabs only, maximum fare schedule;
 - b. Smoking is not permitted in any taxicab or livery vehicle at any time;
 - c. Taxicab or livery driver permit, with picture i.d. shall be prominently displayed within the vehicle;

- d. The operator of each taxicab or livery shall conduct himself in a courteous and professional manner at all times;
- e. No person other than the driver is permitted to remain in the taxicab or livery at any time without the express consent of all passengers.
- f. Effective July 1, 2008, the director shall supply appropriate signage for each taxicab and livery and shall designate the location of such signage in the vehicle.

ANY VIOLATION OF THESE RULES AND REGULATIONS BY THE TAXICAB OR LIVERY DRIVER OR OWNER MAY BE REPORTED BY CALLING (207) 756-8310 OR BY WRITING TO:

TAXICAB LICENSING
C/o Manager of Transportation Policy
City of Portland
389 Congress Street
Portland, Maine 04101

Please include your name, address and telephone number to allow adequate follow-up by the city.

(b) *Identification.* Every taxicab shall be conspicuously, professionally and permanently marked in letters not less than one and one-half (1 1/2) inches in height with the word "Taxicab" and the owner's name or trade name or, in lieu of such name or trade name, with a design or monogram containing the owner's name or trade name. Such design or monogram shall be not less than eight (8) inches in diameter. The identification required hereunder shall be placed, at minimum, on the two front doors of the vehicle. Livery vehicles are required to be similarly marked as "Livery", and the words "taxi", "cab" or "taxicab" cannot be used in such marking.

(Code 1968, § 902.7; Ord. No. 231-80, 12-22-80; Ord. No. 643-81, § 1, 5-4-81; Ord. No. 303-92, 4-6-92; Ord. No. 39-92, § 1, 7-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-19. Conduct of driver.

When transporting passengers, all licensees shall be neat and clean in appearance. All articles of clothing shall be clean and in

good repair.

(Ord. No. 303-92, 4-6-92; Ord. No. 39-92, § 2, 7-6-92; Ord. No. 57-04/05, 10-4-04)

Sec. 30-20. Smoking in vehicle.

Smoking is not permitted in any taxicab or livery vehicle at any time, including times when there are no passengers in the vehicle or when the vehicle is not in operation as a taxicab or livery.

(Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 286-07/08, 6-16-08)

Sec. 30-21. Taxicab fares for service.

The maximum fares for taxicabs shall be as follows:

(a) *Within the metered zone.* Except as otherwise provided herein, the maximum fare for taxicab service solely which begins or ends in the city and is within the metered zone shall be one dollar and ninety cents (\$1.90) for the first one-tenth of a mile (the "drop" rate) or a fraction thereof and thirty cents (\$0.30) for each one-tenth of a mile or fraction thereof, thereafter. The fare shall be computed and displayed by the taximeter. No fare charged shall be in excess of the amount displayed by the taximeter. There shall be one (1) fare, divided equally, in the case of two (2) or more passengers who engage the taxicab for a trip between the same two (2) points. In all other cases, each passenger shall pay a separate fare, based upon the total taximeter rate to their individual destinations.

(b) *Outside the metered zone.* If a trip begins or ends within the city and the other point of destination is outside the metered zone, the passenger and driver shall agree upon the fare before the trip commences; otherwise the passenger shall be under no obligation to pay any fare.

(c) *Minimum jetport fare.* The minimum fare for pickup at the Portland International Jetport is five dollars (\$5.00) even if the taximeter fare is less. The taximeter shall be used for all such pickups.

(d) *Waiting time.* A charge for waiting time may be made only for time waited at the express direction of the passenger after the trip has begun and for time waited before the trip has begun, commencing five (5) minutes after the time at which the passenger

has requested the taxicab to call, or five (5) minutes after the taxicab actually calls, whichever is later. The charge for such waiting time shall be forty cents (\$0.40) per minute.

(e) *Sight-seeing.* Taxicabs may be employed for purposes of sight-seeing only according to a published route and rate which shall be provided to the passenger prior to commencement of the trip.

(f) *Bags and parcels.* No charge shall be made for the transportation of the bags or parcels of a passenger.

(Code 1968, § 902.8; Ord. No. 231-80, 12-22-80; Ord. No. 576-81, §§ 1, 2, 4-6-81; Ord. No. 471-84, 3-7-84; Ord. No. 332-88, 4-20-88; Ord. No. 63-89, 7-17-89; Ord. No. 303-92, 4-6-92; Ord. No. 249-97, 4-23-97; Ord. No. 56-04/05, 9-8-04; Ord. No. 57-04/05, 10-4-04; Ord. NO. 286-07/08, 6-16-08; Ord. No. 188-08/09, 4-6-09)

Sec. 30-22. Rates to be displayed by taxicabs.

(a) *Rate and information card.* The director shall issue, together with each taxicab business license, a rate and information card which sets forth the foregoing rates in clear, legible letters and a description of the metered zone. The rate and information card shall be clearly visible to passengers at all times when the taxicab is in service.

(b) *Statement of rates.* The maximum rate of fares charged by the taxicab pursuant to this article and any lesser rate actually charged by the taxicab shall be advertised on both back doors of the taxicab in lettering of a size to be approved by the director.

(c) *Statement of discounts.* Notice of any lesser rates routinely offered shall be displayed in clear and legible letters immediately adjacent to the rate and information card.

(Code 1968, § 902.9; Ord. No. 231-80, 12-22-80; Ord. No. 643-81, §§ 2, 3, 5-4-81; Ord. No. 471-84, 3-7-84; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05)

Sec. 30-23. Display of license.

Every driver licensed hereunder shall display his or her taxicab or livery driver's license in the manner described by the director when the cab or livery is in service. The license shall be surrendered upon revocation, suspension or expiration of the taxicab or livery driver's license.

An annual inspection and registration decal, to be issued by

the director upon annual inspection commencing May 1, 1999, shall be affixed to the left lower corner of the windshield of each taxicab or livery licensed by, and operated in, the City of Portland. It shall be a violation of this ordinance to fail to display such inspection and registration decal. A license inspector or law enforcement officer shall immediately order the removal from service of any taxicab or livery that fails to display this decal or may immediately impound the taxicab operated without the required decal. A penalty of \$100.00 shall be paid by the owner of any taxicab or livery vehicle for each day it is operated without the required decal.

(Code 1968, § 902.10; Ord. No. 231-80, 12-22-80; Ord. No. 278-90, 3-19-90; Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05)

Sec. 30-24. Order of taxicab or livery vehicle from service.

(a) The license inspector or any law enforcement officer may require any licensee to present a taxicab or livery for inspection whenever the inspector or officer deems such inspection necessary because of a serious threat to the health or safety of passengers and may, in writing, order a taxicab or livery business licensee to remove from service any taxicab or livery which is in violation of this article; provided that a re-inspection shall be scheduled as soon as possible but in no case more than three (3) business days thereafter. There shall be a charge of fifty dollars (\$50.00) for each re-inspection of any taxicab or livery ordered removed from service hereunder.

(b) The license inspector or any law enforcement officer shall order a taxicab or livery business licensee or taxicab operator to immediately remove from service, or shall immediately impound, any taxicab or livery which does not exhibit a taxicab or livery decal issued pursuant to Section 30.23.

Any licensee aggrieved by an order made under this section may appeal at any time to the city director who shall, as soon as possible, and in no case more than five (5) business days thereafter, determine whether such taxicab or livery is in violation of this article and shall either affirm the order of the license inspector or law enforcement officer or give the licensee written permission to return the taxicab or livery to service. Notwithstanding any other provision of this article or chapter 15, the license of any licensee charged with operating a taxicab or livery which the license inspector has ordered out of service shall be suspended in accordance with section 15-8(b)(3), and shall

either be suspended or revoked upon a finding, after notice and hearing, that the violation has in fact been committed.

(Code 1968, § 902.13; Ord. No. 231-80; 12-22-80; Ord. No. 306-82, § 4, 1-4-82; Ord. No. 484-83, § 1, 4-20-83; Ord. No. 303-92, 4-6-92; Ord. No. 124-96, § 1, 11-4-96; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-25. Log; customer receipt.

(a) Each person licensed as a taxicab or livery business or driver hereunder shall maintain a log of all calls received and services provided, specifying the date, time, name, if available, and the pickup and drop-off location of each transport which either begins or ends within the metered zone. Such log shall be provided to the director or law enforcement officer upon request or may be examined by said director or officer during regular business hours of the business.

(b) Each person licensed as a taxicab or livery business or driver hereunder shall provide a receipt to any customer upon that customer's request. Such receipt shall show, at minimum, the date and time of the service provided, the name of the taxicab or livery company, and the cost thereof.

(Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05)

Sec. 30-26. Notice of violation; waiver of administrative hearing.*

The director, the license inspector or any authorized law enforcement officer may, prior to commencement of an administrative hearing, issue a notice of violation to any person charged with a violation of this article. Such notice shall be in a form approved by the city manager.

(Ord. No. 306-82, § 4, 1-4-82; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. No. 286-07/08, 6-16-08)

***Editor's note:** the waiver provision is now in § 30-38.

Sec. 30-27. Penalty.

Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. The city may enjoin or abate any violation of this article by appropriate action. In addition to the penalty set forth in section 1-15 of this Code, if the court finds for the city, the city shall recover its costs of suit including reasonable experts' fees, attorney's fees and reasonable and necessary investigative fees.

(Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04)

Sec. 30-28. Severability.

The provisions of section 1-14 of this Code shall apply to this article.

(Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04)

Sec. 30-29. Reserved.

Sec. 30-30. Reserved.

DIVISION 2. LICENSES*

*Cross reference(s)--Licenses and permits generally, Ch. 15.

Sec. 30-31. Required.

(a) *Business license.* Each taxicab or livery business, whether an individual, corporation, d/b/a, limited liability corporation, partnership, or other legal entity, shall obtain a taxicab or livery license from the director prior to permitting the operation of any taxicab or livery vehicles in the city. A taxicab or livery business license shall be obtained which covers all vehicles which will be used under the license. As provided in Chapter 15, there shall be a fee of three hundred fifteen dollars (\$315.00) per vehicle listed on the business license. Only those vehicles listed on the business license may be used by the licensee as a taxicab or livery vehicle in the city. Vehicles can only be used for one purpose, i.e. either a taxicab or livery, and can only be listed on one license.

(b) *Driver's license.* No person shall operate a taxicab or livery vehicle within the city unless such taxicab or livery is covered by a business license and the driver thereof is currently licensed by the city to operate a taxicab or livery.

(c) *Licenses non-transferable.* Pursuant to section 15-11 of this Code, licenses issued hereunder are not transferable. If a taxicab or livery business license is denied or is revoked as a result of a disqualifying criminal conviction of the applicant or licensee for a class A, B or C crime, a taxicab or livery business license shall not be issued to an immediate family member for the period of such disqualification. "Immediate family member" means a spouse, parent, sibling or child living in the same household as the applicant or licensee who committed the disqualifying criminal

conviction.

(Code 1968, § 902.1; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. 218-17/18, 7-1-2018)

Sec. 30-32. Application.

(a) Applications under this division shall be filed in accordance with chapter 15. In addition to the requirements of that chapter:

- (1) *Taxicab or livery business licenses.* Every application shall contain the following:
 - a. Every application shall be signed and verified by each of the principal officers of the applicant if the applicant is a corporation, and in all other cases by all persons having actual ownership interests in the applicant. If the applicant is a corporation, the application shall state the name and address and the date and place of birth of each of the principal officers of the applicant and of every person having management authority in the business of the applicant. In all other cases, the application shall state the name and address and the date and place of birth of every person having an actual ownership interest or having management authority in the business of the applicant.
 - b. A record of any disqualifying criminal conviction of any officer of, or person having an actual business ownership in, the applicant, or a statement that no such conviction exists shall be provided.
 - c. The make, type, year, serial number and license plate number of each vehicle for which a taxicab or livery business license is sought and the address of the garage or other terminal at which the vehicle will be stationed when not in service shall be stated.
 - d. A detailed description of the graphic design, insignia, wording and coloring which will appear upon the vehicle, if licensed, shall be included.

- e. An appropriate form of statement over the signature of each person signing the application, giving all persons and governmental agencies having information relevant to the above items permission to release the same to the director.
 - f. A person or business may obtain both a livery and taxicab business license, but there shall be a separate application form and fee for each such license. A vehicle shall not be licensed nor used both as a taxicab and a livery vehicle.
- (2) *Taxicab or livery drivers' licenses.* The taxicab or livery driver's license application shall:
- a. State the age of the applicant;
 - b. State current contact information, including home and work address, and home, work and cell telephone numbers, and e-mail address if available;
 - c. Contain a complete record of the applicant with respect to any disqualifying criminal conviction or a statement that no such conviction exists;
 - d. Contain a record of convictions for reckless driving, driving to endanger, operating or attempting to operate under the influence during the year preceding the application;
 - e. State whether any driver's license held by the applicant is presently revoked or has been revoked during the three (3) years preceding the application and the reasons for such revocation or revocations; and
 - f. The application shall contain an appropriate form of statement over the signature of the applicant giving all persons and governmental agencies having information relevant to the above items permission to release the same to the director and shall be accompanied by two (2) photographs of the applicant of such size as the director may specify.
 - g. An applicant may obtain both a taxicab and a livery driver's license but there shall be separate

application forms and fees for each such license.
No person shall drive a taxicab or livery without
having the appropriate license hereunder.

- (3) Every business licensed hereunder must maintain current records of the names, home addresses and telephone numbers of all of their drivers and must supply this information promptly to the director upon request. Every driver required to be licensed hereunder must have a current license for the vehicle he or she drives, and must provide the director with current contact information, including name, home and work address and home, work and cell telephone numbers and any e-mail address available. The driver shall promptly notify the director of any change in the contact information.

(Code 1968, § 902.3; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-33. Standards for denial.

(a) In addition to those standards set forth in chapter 15, a license under this division shall be denied to the following persons:

(1) *Taxicab or livery business licenses:*

- a. A corporation which is not licensed to do business in the state;
- b. An applicant other than the registered owner of the vehicle;
- c. A corporation if any principal officer thereof or any person having actual ownership interest therein has a disqualifying criminal conviction;
- d. An applicant, other than a corporation, if such applicant, any principal officer, or any person having an actual ownership interest or management authority therein has a disqualifying criminal conviction; and
- e. Any applicant whose taxicab or livery business license has been revoked within the three (3) years preceding the application.

The director shall make and keep a written record of every decision to deny an application for a taxicab or livery business license in the manner required by Title 1 M.R.S.A., Chapter 13.

(2) *Taxicab or livery drivers' licenses:*

- a. An applicant who has not attained the age of eighteen (18) years;
- b. An applicant who has a disqualifying criminal conviction, based upon the following:
 1. For a period of one (1) year from the date of the discharge of the sentence for the most recent conviction for a Class D or E crime, or an equivalent offense in any other jurisdiction, that falls into any one of the following categories: theft, robbery, burglary, assault, sex crimes, drugs, prostitution, weapons, or any major traffic offense except those specified in paragraph d below. In addition to the foregoing, this same one (1) year disqualification applies to an applicant who has a record of repeated minor traffic offenses which are not criminal violations. "Repeated minor traffic offenses" hereunder means more than two motor vehicle moving traffic violations within the twelve (12) months prior to the date of application, or more than five (5) moving traffic violations within the thirty-six (36) months prior to the date of application, with at least one of those offenses occurring within the twelve (12) months prior to the date of application. In the case of these non-criminal traffic offenses, the twelve (12) month disqualification period shall begin as of the date of the finding of violation of the most recent offense. Notwithstanding the foregoing, any motor vehicle moving violation which results in bodily injury or property damage shall be considered a major offense hereunder.
 2. For a period of one (1) year from the date of reinstatement of a license which has been

suspended or revoked in any jurisdiction, with the following exceptions:

- i. Where a license suspension results from the failure to file insurance with the Secretary of State pursuant to 29-A M.R.S.A. Chapter 13 (or other applicable law) or an order of court, the applicant must provide the director with (1) proof of valid insurance; and (2) documentation of the reinstatement of the applicant's driver's license. Following such proof, the license suspension shall not disqualify the applicant from receiving a taxicab or livery driver's license, provided there is no other disqualifying condition.
 - ii. Where a license suspension results from the failure to pay child support pursuant to 19-A M.R.S.A. Chapter 65 (or other applicable law) or an order of the court, the applicant must provide the director with documentation of re-instatement of the applicant's driver's license. Following such proof, the license suspension shall not disqualify the applicant from receiving a taxicab or livery license, provided there is no other disqualifying condition.
3. For a period of three (3) years from the date of the discharge of the sentence for the most recent conviction for a Class C crime, or an equivalent offense in any other jurisdiction.
 4. For a period of four (4) years from the date of discharge of the sentence for the most recent conviction for reckless driving, driving to endanger or operating a motor vehicle under the influence of intoxicating liquor or drugs more than one (1) time in the preceding ten (10) year period, regardless of the class of the offense and regardless of any lesser disqualification which might otherwise apply hereunder.

5. For a period of five (5) years from the date of the discharge of the sentence for the most recent conviction for reckless driving, driving to endanger or operating a motor vehicle under the influence of intoxicating liquor or drugs, which act was committed while operating any vehicle licensed under this chapter, or which act resulted in bodily injury.
6. For a period of five (5) years from the date of the discharge of the sentence for the most recent conviction for a Class B crime, or an equivalent offense in any other jurisdiction.
7. For a period of ten (10) years from the date of the discharge of the sentence for the most recent conviction for a Class A crime, or an equivalent offense in any other jurisdiction.
8. For a period of ten (10) years from the date of the discharge of the sentence for the most recent conviction if either of the following conditions occur:
 - i. The applicant has received more than two (2) criminal convictions for Class B, C or D crimes, or any combination of such crimes within the preceding ten (10) year period; or
 - ii. The applicant has utilized a weapon of any type in the commission of a crime.

Where an applicant for a taxicab or livery driver's license or a licensee has more than one (1) disqualifying criminal conviction within the previous ten (10) years, the applicant shall be disqualified for the longest applicable period of time. If an applicant receives a subsequent disqualifying criminal conviction during a period of disqualification for another offense, the disqualification period for the subsequent offense shall run from the date of the discharge of the

sentence for the subsequent conviction. If the disqualification period for the subsequent offense extends beyond the initial disqualification period, then the applicant shall remain disqualified for such additional time period.

(b) The periods of disqualification set forth in subsection (a) above, other than subsection (2) b.8. above may be reduced by six (6) months if the applicant can show that after the conviction he or she did at least one (1) of the following:

- (1) Successfully completed a drug or alcohol rehabilitation program, as evidenced by a certificate of completion of the program or a letter from an official of the program;
- (2) Successfully completed a domestic violence therapy program or treatment if the disqualifying criminal conviction involved domestic violence, as evidenced by a certificate of completion of the program, a letter from an official of the program or a letter from a licensed counselor or therapist; or
- (3) Made restitution for the crime committed, as evidenced by appropriate court documentation or probation records.

(c) The director shall make and keep a written record of every decision to deny an application for a taxicab or livery driver's license in the manner required by Title 1 M.R.S.A., Chapter 13.

(d) "Date of discharge" as used herein means the date upon which the sentence has been completed, including any probation or parole period, and the person has been discharged from the criminal justice system for the violation.

(Code 1968, § 902.4; Ord. No. 231-80, 12-22-80; Ord. No. 296-82, §§ 1, 2, 12-20-82; Ord. No. 303-92, 4-6-92; Ord. No. 144-96, 1-17-96; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-34. Conditions precedent to issuance.

Prior to issuance of any taxicab or livery vehicle license,
30-20

and in addition to all other requirements of chapter 15 or this division, the following must occur:

- (a) For any business license: The applicant must file with the director a copy of the applicant's valid state certificate of registration of the vehicle to be licensed, a copy of the insurance certificate for the vehicle along with a certificate that lists the City of Portland as a certificate holder and providing for prior notice to the city of cancellation of the insurance policy, a valid certificate of inspection issued by the state sealer of weights and measures in the case of a taxicab only, and a certificate issued by the license inspector that the vehicle to be licensed complies with the safety and equipment requirements of this article. A copy of the current insurance certificate for the vehicle shall be kept in the vehicle at all times. In the case of a certificate that covers more than one (1) vehicle, a photocopy of the insurance certificate shall be kept in each vehicle.
- (b) For any driver's license: The applicant must file with the director a copy of a valid State of Maine driver's license. In addition, the director shall obtain a current criminal history report from the state bureau of identification and a driving record from the state department of motor vehicles; except that pending receipt of the criminal history report from the state bureau of identification a temporary taxicab or livery license may be issued to any applicant provided that the director has received both the applicant's driving record from the department of motor vehicles and a copy of the applicant's criminal history record from the Portland Police Department which criminal history record does not contain notation of an arrest or disqualifying criminal conviction.

(Code 1968, § 902.5; Ord. No. 231-80, 12-22-80; Ord. No. 461-87, 4-22-87; Ord. No. 303-92, 4-6-92; Ord. No. 39-92, § 3, 7-6-92; Ord. No. 248-97, 4-9-97; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-35. Fees.

Fees shall be as provided under chapter 15.

(Code 1968, § 902.6; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. 18-17/18, 8-21-2017)

Sec. 30-35.5. Transfer.

Notwithstanding any other provision of this article or chapter 15, and in lieu of any other fee, a taxicab or livery business license may be transferred to another vehicle for the unexpired term thereof upon payment of a fee of thirty-five dollars (\$35.00), and upon relinquishment to the director of the decal previously issued to the corresponding taxicab or livery vehicle, provided that the license application filed pursuant to sections 15-5 and 30-32(a) shall be supplemented as required by section 15-13.

(Code 1968, § 902.6; Ord. No. 231-80, 12-22-80; Ord. No. 306-82, § 1, 1-4-82; Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 54-18/19, 9-5-2018)

Sec. 30-36. Automatic revocation or suspension.

(a) *State of Maine driver's license.* No taxicab or livery driver's license shall be effective for the purposes of this division during any period in which the state driver's license of the licensee is suspended or revoked.

(b) *Obligation of taxicab or livery driver.* It is the obligation of the licensed taxicab or livery driver to notify the director of any suspension or revocation of his or her state driver's license and to return his or her taxicab or livery driver's license to the director within fourteen (14) calendar days of such suspension or revocation. It is a violation of this ordinance for a licensee to continue to operate a taxicab or livery vehicle after suspension of his or her state driver's license and the taxicab or livery driver's license shall be suspended for up to a maximum of one year from the date of the finding by the director of such violation by a licensee, in addition to any other penalty which may apply under this article. A copy of this paragraph shall be printed on the city's taxicab and livery driver's license application.

(c) *Obligation of business licensee.* It is a violation of this ordinance for a business licensee to knowingly employ a driver who does not hold a valid state driver's license or a driver's license required hereunder and to permit him or her to operate a vehicle licensed hereunder, and such business licensee shall be subject to a suspension of all licenses issued hereunder to that person for the duration of each current license and up to one (1) year thereafter for each license. Any person permitted or suffered to drive any taxicab or livery vehicle of the business licensee shall be considered to be "employed" by said business licensee for

purposes of this paragraph, however that person is designated, including but not limited to, an employee, independent contractor, lessee.

(Code 1968, § 902.11; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. NO. 294-04/05, 6-20-05)

Sec. 30-37. Grounds for suspension or revocation.

(a) *Any license.* In addition to the grounds for suspension or revocation of licenses set forth in chapter 15 and in this article and the grounds for denial set forth in this article which shall also be grounds for suspension or revocation of a license, either a taxicab or livery business license or a taxicab or livery driver's license shall be subject to suspension or revocation upon a determination that the licensee:

- (1) Knowingly took a longer route to his or her destination than was necessary unless so requested by the passenger;
- (2) Knowingly conveyed any passenger to a place other than that which the passenger specified;
- (3) Solicited or caused another person to solicit taxicab or livery passenger business in any manner whatsoever;
- (4) In the case of a livery, picked up or attempted to pick up a passenger on the street or in a public place, without an agreement arranged in advance for such pick-up; the burden shall be on the livery business or driver licensee to show the existence of such a pre-arranged agreement;
- (5) Transported any person other than the passenger first engaging the taxicab or livery without the express consent of such passenger;
- (6) Drove a taxicab or livery when not clean and neat in appearance;
- (7) Permitted any person other than the driver and a passenger or passengers to remain in the taxicab or livery at any such time, except a trainee, if a licensed taxicab or livery driver;
- (8) Refused to transport any orderly person upon request unless, in the case of a single taxicab or livery

business the taxicab or livery vehicle is engaged, or in the case of a taxicab or livery business operating more than one (1) taxicab or livery vehicle, all vehicles operated by such business and then in service are engaged (if no taxicab or livery vehicle is available at the time when a request for taxicab or livery service is telephoned to a dispatch service, the dispatch service shall arrange with the caller for transportation by the next available taxicab or livery using such dispatch service unless the caller expressly declined to make such arrangement);

- (9) In the case of a taxicab, charged more than the maximum fare specified in this article;
- (10) Failed to notify the director of any change of any material fact set forth in the application for such license; or
- (11) Removed from a taxicab or livery, or obscured, or caused to be removed from a taxicab or livery, or caused to be obscured, the notice and decal required by sections 30-22 and 30-23 or any other notice hereunder required to be posted in the vehicle;
- (12) Smoked or permitted another to smoke in the taxicab or livery.

(b) *Drivers' licenses only.* In addition to the provisions of subsection (a), a taxicab or livery driver's license shall be suspended or revoked upon the determination that the driver:

- (1) Engaged in any loud argument, fight or other disturbance; harassed, threatened or assaulted another person; intentionally damaged, destroyed or threatened to damage or destroy any property; or in any other manner engaged in conduct detrimental to the orderly and efficient transportation of passengers;
- (2) Failed to notify the director of any conviction for reckless driving, driving to endanger, operating a motor vehicle under the influence of intoxicating liquor or drugs, attempting to operate under the influence, or an equivalent offense in any other jurisdiction, or suspension or revocation of the privilege to operate a motor vehicle;

- (3) Failed to notify the director of any conviction or imprisonment within the then current license year.

(c) *Business licenses.* In addition to the provisions of subsection (a), a taxicab or livery business license shall be suspended or revoked upon a determination that:

- (1) There have been repeated violations by the driver or drivers employed by the licensee which resulted in four (4) or more suspensions of the same driver, or eight (8) or more suspensions of employees of the same person holding more than one (1) business license hereunder, establishing a pattern of conduct by the holder of the taxicab or livery business license(s);
- (2) The taxicab or livery business licensee or any person employed by such licensee has operated a taxicab or livery without a current and valid taxicab or livery driver's license for such vehicle; or
- (3) Any taxicab, livery, taxicabs or liveries covered by the taxicab or livery business license have been the subject of one (1) or more violation notices for failure to comply with the standards set forth in Section 30-18.

(d) "Employed by" or "employee" as used in this Article shall include but not be limited to, any employee, independent contractor, lessee or person permitted or suffered to drive any taxicab or livery vehicle of the business licensee.

(Code 1968, § 902.12; Ord. No. 231-80, 12-22-80; Ord. No. 306-82, § 6, 1-4-82; Ord. No. 450-86, § 1, 3-17-86; Ord. No. 277-90, 3-19-90; Ord. No. 303-92, 4-6-92; Ord. No. 124-96, § 2, 11-4-96; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-38. Penalties.

(a) *Maximum suspensions.* Except where a longer suspension or revocation is provided herein, the maximum suspensions of taxicab or livery drivers' licenses or business licenses for violations of this chapter or chapter 15 shall be as follows:

- 5 days for the first violation;
- 14 days for the second violation;
- 30 days for the third violation;

within a one-year period; provided that the minimum suspension for a violation of section 30-37(b)(2) or (b)(3) shall be for the duration of the current license period, and no license may be issued for a minimum of one (1) full calendar year from the date of suspension; such suspension or revocation to be in addition to the amount of time specified for any suspension incurred pursuant to subsection (d) below. If the director determines that the violation of section 30-37(b)(2) or (3) or section 15-8(a)(1) was knowing or willful, the suspension shall be for the duration of the current license period plus two (2) full calendar years plus the time applicable to the disqualifying criminal conviction.

(b) *Civil penalty.* In addition to, or instead of suspension of a license for the first 3 violations within a one year period, the city may impose a civil penalty of seventy-five dollars (\$75.00) for the first violation; one hundred and twenty-five dollars for the second violation (\$125.00) and two hundred and fifty dollars (\$250.00) for the third violation.

(c) *Waiver fee.* In the event a licensee wishes to waive his right to an administrative hearing prior to imposition of a suspension and/or a civil penalty for a first violation, the licensee may do so by payment of a waiver fee of fifty dollars (\$50.00) which shall be the penalty for such first violation. Such payment of the waiver fee shall constitute an admission of the violation and shall be recorded as a first violation. This provision shall not apply to any violation which has a mandatory suspension hereunder nor to any violation which is also a violation of state law. If a single incident results in more than one violation hereunder, only one of those violations shall be considered a first violation for purposes of this subsection, and additional penalties may be imposed for the additional violations arising from that incident.

(d) *Revocation.* Four (4) violations within a one-year period shall result in revocation of the taxicab or livery driver's license or business license, or both, and right to apply for a license for a minimum period of three (3) years from the date of revocation, unless a longer period of disqualification for such violations is provided in this article.

(e) In the event a taxicab or livery driver is found to be in violation of any of the standards for denial of a driver's license under section 30-33(a)(2) above, any license issued to such person shall be immediately revoked for the duration of the term of the license in addition to the disqualification provided in said

subsection, with the exception of the violations in subsection 30-33(a)(2)b., paragraph 2., sub-paragraphs i. and ii. for which the suspension shall be for the period of time the state driver's license is suspended.

(f) *Violations cumulative.* If a person or business has more than one license under this article, violations under any of those licenses shall be cumulative for purposes of determining the number of violations by such person and/or business.

(Ord. No. 303-92, 4-6-92; Ord. No. 39-92, § 4, 7-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-38.1. Notice and opportunity for a hearing.

- (1) Except as expressly provided in this Code, no license to which this chapter applies may be revoked or suspended without prior notice to the licensee, and after an opportunity for a hearing.
- (2) In the case of the suspension or revocation of a license, a generalized statement of the nature of the complaint constituting the basis for the proposed action shall be included along with a notice of the right to a hearing. Unexcused failure of a licensee (or applicant) to appear at the hearing shall be deemed a waiver of the rights to said hearing.
- (3) Upon a determination that immediate and irreparable harm will be suffered by the public prior to the time that a hearing on suspension or revocation of a license can be scheduled and a finding of probable cause for such suspension or revocation, the director may suspend a license, pending hearing, effective upon the giving of actual notice to the licensee; provided that the director shall give an opportunity to be heard as soon as practicable thereafter. At any hearing, the licensee shall be given the opportunity to answer the complaint and to present evidence. The complainant, if any, shall also be notified of the hearing and given the opportunity to be heard.
- (4) All suspensions or revocations shall be upon substantial evidence and all hearings shall be conducted with substantial fairness and strict adherence to the rules of evidence shall not be required.

- (5) All hearings on suspension or revocation of licenses shall be held within thirty (30) days of delivery to licensee of the generalized statement of complaint.
- (6) The foregoing process of notice and an opportunity to be heard shall apply to the denial of a license, provided, however, the applicant shall have no right to operate unless and until the denial is finally overturned.

(Ord. No. 286-07/08, 6-16-08)

Sec. 30-38.2. Appeals.

(a) *Procedure.* An appeal to the city manager may be taken by any person aggrieved by the denial, suspension or revocation of a license by the director by filing a notice of appeal and the fee of twenty-five dollars (\$25.00) with the city manager within thirty (30) days of the decision appealed from, and not thereafter. Every appeal should be in writing and shall state the basis for the appeal. Within two (2) business days of the filing of an appeal, the city manager shall designate himself or any agent or employee, other than the director, to act as hearing officer in the appeal. The hearing officer shall hear the appeal within ten (10) business days after the filing of the appeal and may affirm, reverse or modify the decision appealed from. The taking of an appeal shall not stay a decision appealed from, except that at the request of the licensee, the director may stay the effective date of a suspension, revocation or denial of a renewal license upon a finding that the public is not likely to suffer any harm during the pendency of the appeal. In such case, the director shall make a written finding of his or her decision in this regard and shall notify the appellant.

(b) *Scope of review.* On appeal, the hearing officer shall review the decision of the director and any disciplinary action taken pursuant thereto to determine whether the decision was based upon substantial evidence and the disciplinary action taken was proportionate to the violation and authorized hereunder. The hearing officer may take additional evidence with respect to such decision or action and if additional testimony or evidence is taken shall determine the appeal upon all of the evidence, except as provided in this section.

(c) *Appeal to the superior court.* Any person aggrieved by a decision of a hearing officer on appeal may appeal therefrom to the superior court in accordance with the provisions of Maine Rule of

Civil Procedure 80B.
(Ord. No. 286-07/08, 6-16-08)

Sec. 30-38.3. General provisions to apply.

Except to the extent that this division contains a contrary provision, all provisions of chapter 15 shall be additional to the provisions of this division.

(Code 1968, § 902.14; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 286-07/08, 6-16-08)

Reserved. Sec. 30-38.4.

Reserved. Sec. 30-38.5.

ARTICLE III. HORSE-DRAWN CABS

DIVISION 1. GENERALLY

Sec. 30-39. Definitions.

For purposes of this article, the following definitions shall apply, unless the context clearly implies otherwise:

Director means the designee of the city manager.

Horse-drawn cab means any horse-drawn vehicle used for the transportation of passengers for hire.

License inspector means and includes any person designated by the director to perform inspections of taxicabs.

Street, way, or public place means any street, way, trail, path, promenade, park, plaza, square, or other public property, or any portion thereof.

To operate means to drive, or to cause or permit another to drive.

(Ord. No. 509-84, § 1, 4-2-84; Ord. 18-17/18, 8-21-2017)

Sec. 30-40. Exemptions.

This article shall not apply to the following:

- (a) Horse-drawn cabs operated by or in conjunction with the

sponsor of any street festival, celebration, or other special event authorized by the city council;

- (b) Horse-drawn cabs operated for destination service only, by private prearrangement, in conjunction with special or ceremonial occasions, such as weddings or official visits.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 1, 5-7-84)

Sec. 30-41. General licensing provisions to apply.

Except to the extent that this article contains a contrary provision, all general licensing provisions of chapter 15 shall apply to this chapter.

(Ord. No. 509-84, § 1, 4-2-84)

DIVISION 2. LICENSES

Sec. 30-42. Required.

No person shall operate a horse-drawn cab on any street or way or in any public place without a horse-drawn cab license. A separate license shall be required for each such vehicle.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-43. Applications.

In addition to the general provisions of chapter 15 relating to the contents of applications, applications for horse-drawn cab licenses shall contain the following:

- (a) A complete listing of all operators to be employed by or associated with the applicant, giving their full names, ages, and present addresses;
- (b) A complete record of disqualifying criminal convictions, if any, for all operators to be employed by or associated with the applicant, and for the applicant, or if the applicant is other than an individual, for each principal officer of the applicant; and
- (c) A detailed description of each horse, vehicle, and other equipment to be used by the applicant, including a photograph of each such horse and the plans and specifications of each such vehicle, a veterinarian's

certificate of health for such horse, and the address or location at which each such horse and vehicle is to be kept or stored while not in service.

(Ord. No. 509-84, § 1, 4-2-84; Ord. 18-17/18, 8-21-2017)

Sec. 30-44. Reserved.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 173-05/06, 3-6-06; Ord. 18-17/18, 8-21-2017)

Sec. 30-45. Conditions precedent to issuance.

Prior to the issuance of any horse-drawn cab license, and in addition to any other requirements of this article or chapter 15, the applicant shall file with the director the following:

- (a) A certificate issued by the license inspector that the vehicle to be licensed and all operators thereof comply with the rules made under authority of this article by the director; and
- (b) An insurance policy covering the term of the license and executed by an insurance company authorized to issue such policies in this state in the usual form of vehicle liability insurance policies in this state for injuries to persons and property resulting from the use and operation of the vehicle to be licensed. Such policy of insurance shall be issued for a principal sum sufficient to provide indemnity in an amount of not less than three hundred thousand dollars (\$300,000.00) combined single limit, for bodily injury, death and property damage. A certificate of insurance bearing an endorsement thereon by the issuing agent shall be deposited with the director. Such certificate shall state that the issuing agent shall notify the director in writing no less than thirty (30) days prior to the cancellation thereof.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 2, 5-7-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-46. Denial, suspension, or revocation.

In addition to the general provisions of chapter 15 relating to the grounds for denial, suspension, or revocation of licenses, a horse-drawn cab license may be denied, suspended, or revoked on any of the following grounds:

- (a) The applicant or licensee or any operator is less than eighteen (18) years of age or has had a disqualifying

criminal conviction;

- (b) Charging more than the fare established by this article;
- (c) Disobeying any order or direction of the city traffic engineer, the license inspector, or any police officer;
or
- (d) Causing or permitting any violation of this article or chapter 25.

(Ord. No. 509-84, § 1, 4-2-84; Ord. 18-17/18, 8-21-2017)

DIVISION 3. OPERATING REQUIREMENTS

Sec. 30-47. For sight-seeing only; fixed routes; no stopping.

No licensed horse-drawn cab shall be operated except for sight-seeing trips following a fixed route and beginning and ending at the same location. Such routes and locations shall be as designated and assigned from time to time by the city traffic engineer, who shall also have authority to erect appropriate signs or markers, and to impose such conditions on the use of such routes and locations as he deems proper, including limiting the same of such vehicles in operation on the same route or at the same location at any one (1) time, and restricting the days, times, or other circumstances of operation on any such route or at any such location. No such vehicle shall stop, stand, or park in any place while on route, to load or unload passengers or otherwise, except in obedience to traffic regulations, traffic-control devices, or the directions of a police officer or other authorized person.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-48. Not to obstruct traffic; police orders.

No licensed horse-drawn cab shall be operated in any manner which unreasonably or unnecessarily obstructs or impedes the free flow of vehicular or pedestrian traffic or otherwise endangers the public safety. Any police officer, or the city traffic engineer, may at any time order the operator of any such vehicle to move along, pull over, make way, or temporarily discontinue the use of any such route or location, or any portion thereof, for the public safety or convenience.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-49. Traffic regulations to apply.

Except to the extent that this article contains a contrary provision, all traffic regulations of chapter 28, article III, shall apply to the operation of licensed horse-drawn cabs.
(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-50. Maximum fare; rate card to be displayed in vehicle.

The fare for any trip in any licensed horse-drawn cab shall not exceed five dollars (\$5.00) per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. A rate card to be issued by the director and bearing the following statement shall be displayed in the interior of each such vehicle so as to be clearly visible to all passengers at all times while such vehicle is in service:

PASSENGER INFORMATION

The maximum fare for any trip in this vehicle is \$5.00 per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. If you have questions or complaints about the fare you have been charged or the service you have received, please call Business Licensing for the City of Portland (telephone: 874-8557) (email: BL@portlandmaine.gov), or write to:

Business Licensing
City of Portland
389 Congress Street
Portland, Maine 04101

Please include your name, address and telephone number to allow adequate follow-up by city.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 3, 5-7-84; Ord. No. 173-05/06, 4-6-06; Ord. 18-17/18, 8-21-2017)

Sec. 30-51. Display of plate.

A plate, to be issued by the Permitting and Inspections Department and bearing an identification number, shall be displayed in a conspicuous place on the exterior of each licensed horse-drawn cab at all times while in service.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 173-05/06, 3-6-06; Ord. 18-17/18, 8-21-2017)

Sec. 30-52. Solicitation of business.

No person shall solicit business in any manner for any licensed horse-drawn cab while on route. Solicitation while standing shall include shouting, hollering, whistling, clapping, or making other loud noises, grabbing or otherwise annoying or harassing passersby, or any other conduct or commotion detrimental to the image or reputation of the trade or the public safety or convenience.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-53. Passengers to be seated and well-behaved.

No operator of any licensed horse-drawn cab shall load or admit more passengers at any one (1) time than may be fully seated in such vehicle. Every passenger in any such vehicle shall be and remain fully seated at all times while on route and shall refrain from any other conduct or behavior detrimental to the safety or comfort of passengers or others. No such operator shall refuse to transport any orderly person upon request.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 4, 5-7-84)

Sec. 30-54. Care and treatment of horses.

Every horse used in the operation of any licensed horse-drawn cab shall be well fed, watered, and neatly groomed at all times while in service. No person shall feed, water, or groom any such horse while on route. No person shall physically abuse or mistreat any such horse.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-55. Conduct and appearance of operators; rule-making authority.

Every operator of any licensed horse-drawn cab shall be courteous, well dressed, and neatly groomed at all times while on duty, and shall refrain from any loud argument, fight or disturbance, or any other conduct or behavior detrimental to the image or reputation of the trade or the safety or comfort of passengers or others. The director shall have authority to make reasonable rules and regulations, consistent with the public safety and the image and reputation of the trade, governing the training and qualifications of such operators.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 5, 5-7-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-56. Design and appearance of vehicles; rule-making authority.

Every licensed horse-drawn cab shall be kept clean and neat in appearance at all times while in service. The director shall have authority to make reasonable rules and regulations, consistent with the public safety and the image and reputation of the trade, governing the design and construction of such vehicles.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-57. Unsafe vehicles; inspections; ordering from service.

No licensed horse-drawn cab shall be operated at any time while unsafe, defective, or in disrepair. Any police officer, or the license inspector, may inspect any such vehicle at all reasonable times, while in service or otherwise, and may at any time order such vehicle to be removed from service or to remain out of service for any defect, unsafe condition, or want of repair. No such vehicle shall be returned to service except upon reinspection by such officer, or the license inspector, and a finding that such repair has been made or that such defect or unsafe condition has been corrected.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-58. Control of horses.

Every horse used in the operation of any licensed horse-drawn cab shall be kept under complete control by the operator of such vehicle at all times while in service and shall not be allowed to kick, run, race, rear up, or otherwise endanger the safety of passengers or others.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-59. Reserved.

(Ord. No. 509-84, § 1, 4-2-84; Ord. 18-17/18, 8-21-2017)

Sec. 30-60. Reserved.

(Ord. No. 509-84, § 1, 4-2-84; Ord. 18-17/18, 8-21-2017)

Sec. 30-61. Reserved.

Sec. 30-62. Reserved.

Sec. 30-63. Reserved.

Sec. 30-64. Reserved.

Sec. 30-65. Reserved.

Sec. 30-66. Reserved.

Sec. 30-67. Reserved.
Sec. 30-68. Reserved.
Sec. 30-69. Reserved.
Sec. 30-70. Reserved.
Sec. 30-71. Reserved.
Sec. 30-72. Reserved.
Sec. 30-73. Reserved.
Sec. 30-74. Reserved.

ARTICLE IV. BICYCLE CABS*

***Editor's note**--Ord. No. 133-98, adopted Oct. 19, 1998, repealed art. IV of this chapter, relative to bicycle cabs, which consisted of §§ 30-75--30-92 and derived from Ord. No. 228-95, adopted Apr. 3, 1995.

DIVISION 1. GENERAL PROVISIONS

Secs. 30-75. Definitions.

As used in this article, unless the context otherwise indicates, the following words shall have the following meanings:

Bicycle cab means any vehicle that is powered by means of a person operating a two- or three-wheeled non-motorized vehicle and that also includes a separate seating area for passengers.

Street, way, or public place means any street, way, trail, path, promenade, park, plaza, square, or other public property, or portion thereof.

To operate means to pedal, push or otherwise cause the bicycle to move.
(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-76. General licensing provisions to apply.

Except to the extent that this article contains a contrary provision, all general licensing provisions of chapter 15 shall

apply to this article.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

DIVISION 2. LICENSES

Sec. 30-77. Required.

No person shall operate a bicycle cab on any street or way or in any public place without a bicycle cab license. A separate license shall be required for each vehicle. Any license issued to an operator who is less than eighteen (18) years old shall be restricted to operation between the hours of 8 a.m. to 6 p.m.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-78. Applications.

In addition to the general provisions of chapter 15 relating to the contents of applications, applications for bicycle cab licenses shall contain the following:

- (a) A complete listing of all operators to be employed by or associated with the applicant, giving each person's full name, age and present address.
- (b) A complete record of disqualifying criminal convictions or civil offenses as defined in Section 30-33(b) (3-6), if any, for all operators to be employed by or associated with the applicant, and for the applicant, or if the applicant is other than an individual, for each principal officer of the applicant.
- (c) A detailed description of each bicycle cab and any other equipment to be used by the applicant, including a photograph of each bicycle cab and the specifications of each such vehicle.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-79. Licensing authority.

Notwithstanding any provision of chapter 15 to the contrary, the Permitting and Inspections Director, or his or her designee, (referred to hereafter as the "director") shall be the licensing authority for bicycle cab licenses.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00; Ord. No. 173-05/06, 3-6-06; Ord. 18-17/18, 8-21-2017)

Sec. 30-80. Conditions precedent to issuance.

Prior to the issuance of any bicycle cab license, and in addition to any other requirements of this article or chapter 15, the applicant shall file with the director the following:

- (a) A certificate issued by the license operator that the bicycle cab to be licensed and all operators thereof comply with the rules made under authority of this article by the director; and
- (b) An insurance policy covering the term of the license and executed by an insurance company authorized to issue such policies in this state in the usual form of vehicle or other liability insurance policies in this state for injuries to persons and property resulting from the use and operation of the bicycle cab to be licensed. Such policy of insurance shall be issued for a principal sum sufficient to provide indemnity in the amount of not less than four hundred thousand dollars (\$400,000.00) combined single limit, for bodily injury, death and property damage. A certificate of insurance bearing an endorsement thereon by the issuing agent shall be deposited with the director. Such certificate shall state that the issuing agent shall notify the director in writing no less than thirty (30) days prior to the cancellation thereof. For bicycle cabs that propose to operate in any city park or other public place, the City shall be included in the policy as an additional named insured.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00; Ord. No. 173-05/06, 3-6-06)

Sec. 30-81. Denial, suspension, or revocation.

In addition to the general provisions of chapter 15 relating to the grounds for denial, suspension or revocation of license, a bicycle cab license may be denied, suspended or revoked on any of the following grounds:

- (a) The applicant or licensee or any operator is less than seventeen (17) years of age or has had a disqualifying criminal conviction or civil offense as provided in Section 30-33(b) (3-6).

- (b) Charging more than the fare established by this article.
- (c) Disobeying any order or direction of the city traffic engineer, the license inspector, or any police officer.
- (d) Causing or permitting any violation of this article or chapter 25.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

DIVISION 3. OPERATING REQUIREMENTS

Sec. 30-82. Operation limited to roadways; carrying of passengers; prohibited locations.

Licensed bicycle cabs shall be operated within roadways only. Bicycle cabs shall not be operated upon sidewalks or bicycle paths, except those paths specifically designated for that purpose by the Director of Parks and Recreation. Bicycle cabs may carry passengers to locations chosen by the passengers or may follow an agreed-upon route for sightseeing purposes. The city traffic engineer shall have the right to prohibit bicycle cabs from streets or roadways where the operation of such cabs will present a threat to the safety of the bicycle cab operator and passengers or to other users of the street or roadway. The traffic engineer also shall have the authority to erect appropriate signs or markers, and to impose such conditions on the use of routes and locations as he or she deems proper, including limiting the number of such bicycle cabs in operation on the same route or at the same location at any one (1) time, and restricting the days, times, or other circumstances of operation on any such route or at any such location. No such vehicle shall stop, stand, or park in any place while on route, to load or unload passengers or otherwise, except in accordance with traffic regulations, traffic-control devices, or the directions of a police officer or other authorized person. In no event shall a bicycle cab utilize a designated taxicab stand for any purpose whatsoever, unless required for an immediate response to an emergency situation. Bicycle cabs shall not be permitted at the Jetport.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-83. Not to obstruct traffic; police orders.

No licensed bicycle cab shall be operated in any manner which unreasonably or unnecessarily obstructs or impedes the free flow of vehicular or pedestrian traffic or otherwise endangers the public safety. Any police officer or the city traffic engineer may at any time order the operator of any such vehicle to move along, pull over, make way, or temporarily discontinue the use of any such route or location, or any portion thereof, for the public safety or convenience.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-84. Traffic regulations to apply.

Except to the extent that this article contains a contrary provision, all traffic regulations of chapter 28, article III, shall apply to the operation of licensed bicycle cabs.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-85. Maximum fare; rate card to be displayed on vehicle.

The fare for any trip in any licensed bicycle cab shall not exceed five dollars (\$5.00) per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. A rate card to be issued by the director and bearing the following statement shall be displayed on each vehicle in such a manner as to be visible to passengers riding in the bicycle cab at all times while such vehicle is in service:

PASSENGER INFORMATION

The maximum fare for any trip in this vehicle is \$5.00 per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. If you have questions or complaints about the fare you have been charged or the service you have received, please call the director of waterfront and transportation facilities of the City of Portland at (207) 874-6900, or write to:

Director of Waterfront & Transportation Facilities
City of Portland
40 Commercial Street
Portland, Maine 04101

Please include your name, address and telephone number to allow adequate follow-up by the city.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute
30-40

Ord. No. 16-00, 6-19-00; Ord. No. 173-05/06, 3-6-06)

Sec. 30-86. Display of plate and badge.

A plate, to be issued by the director and bearing an identification number shall be displayed in a conspicuous place on each licensed bicycle cab at all times while in service. A badge, to be issued by the director and identifying the wearer by number as a licensed operator of such vehicle, shall be worn prominently on his or her person by each such operator at all times while on duty.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00; Ord. No. 173-05/06, 3-6-06)

Sec. 30-87. Solicitation of business.

No person shall solicit business in any manner for any licensed bicycle cab while on route. Prohibited solicitation while standing shall include shouting, hollering, whistling, clapping, or making other loud noises, grabbing or otherwise annoying or harassing passersby, or any other conduct detrimental to the image or reputation of the trade or the public safety or convenience.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-88. Passengers to be seated and well-behaved.

No operator of any licensed bicycle cab shall load or admit more passengers at any one (1) time than may be fully seated in such vehicle. Every passenger in any such vehicle shall be and remain fully seated at all times while on route and shall refrain from any other conduct or behavior detrimental to the safety or comfort of passengers or others. No such operator shall refuse to transport any orderly person upon request, unless such person requests transportation to a destination that exceeds the distance that the operator determines he or she can practicably travel.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-89. Care and maintenance of bicycle cab.

Each licensed bicycle cab shall be at all times clean and in good repair.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Sec. 30-90. Conduct and appearance of operators; rule-making

authority.

Every operator of any licensed bicycle cab shall be courteous at all times when on duty and shall refrain from any loud argument, fight or disturbance, or any other conduct or behavior detrimental to the image or reputation of the trade or the safety or comfort of passengers or others. The director shall have authority to make reasonable rules and regulations, consistent with the public safety and the image and reputation of the trade, governing the training and qualifications of such operators.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00; Ord. No. 173-05/06, 3-6-06)

Sec. 30-91. Unsafe vehicles; inspections; order from service.

No licensed bicycle cab shall be operated at any time while unsafe, defective or in disrepair. Any police officer or the license inspector may inspect any such vehicle at any and all reasonable times, while in service or otherwise, and may at any time order such vehicle to be removed from service for any defect, unsafe condition, or want of repair. No such vehicle shall be returned to service except upon reinspection by such officer, the license inspector or the director, and upon a finding that such repair has been made or that such defect or unsafe condition has been corrected.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00; Ord. No. 173-05/06, 3-6-06)

Sec. 30-92. Storage of vehicles and equipment.

No bicycle cab or related equipment shall be kept or stored on any street or way or in any public place while not in service.

(Ord. No. 228-95, 4-3-95; Ord. No. 133-98, 10-19-98 repealed Art. IV; Substitute Ord. No. 16-00, 6-19-00)

Editor's note—Ord. No. 133-98, adopted Oct. 19, 1998, repealed Art. IV of this chapter, relative to bicycle cabs, which consisted of §§30-75-30-92 and derived from Ord. No. 228-95, adopted Apr. 3, 1995. Art. IV was reinstated on June 15, 2000.

ARTICLE V. TOUR COMPANIES

DIVISION 1. GENERAL PROVISIONS

Sec. 30-93. Definitions.

As used in this article, unless the context otherwise indicates, the following words shall have the following meanings:

Tour company means any individual, group, or entity that solicits, provides or offers tours to individuals or groups for profit of any portion of the City of Portland. For purposes of this Article, an individual, group, or entity that exclusively provides tours that are pre-paid and pre-arranged with a charter group or cruise line is not a *tour company* and is not required to be licensed as a *tour company* by the City.

Tour vehicle means any motorized vehicle or apparatus that is used to transport individuals or passengers during a tour of and in any portion of the City. Tour vehicles shall include, but shall not be limited to, cars, trucks, vans, buses, motorcycles, mopeds, and segways.

Street, way, or public place means any street, way, trail, path, promenade, park, plaza, square, or other public property, or portion thereof.

To operate means to drive, pedal, pull, push or otherwise cause the tour vehicle to move.
(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-94. General licensing provisions to apply.

Except to the extent that this article contains a contrary provision, all general licensing provisions of chapter 15 shall apply to this article.
(Ord. No. 181-15/16, 3-21-2016)

DIVISION 2. LICENSES

Sec. 30-95. License Required.

No tour company shall operate a tour vehicle on any street or way or in any public place without a tour company license. In obtaining or renewing a tour company license, accurate information for each operator and vehicle shall be provided pursuant to Section 30-96. An operator for whom such information has not been provided to the Licensing Authority is not licensed to operate. A vehicle for which such information has not been provided to the Licensing Authority is not licensed to be operated. Any operator who is less than eighteen (18) years old

shall be restricted to operation between the hours of 8 a.m. to 6 p.m.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-96. Applications.

In addition to the general provisions of chapter 15 relating to the contents of applications, applications for tour company licenses shall contain the following:

- (a) A complete listing of all operators to be employed by or associated with the applicant, giving each person's full name, age and present address.
- (b) A complete record (Maine Criminal History Record search) of disqualifying criminal convictions or civil offenses as defined in Section 30-33(b)(3-6), if any, for all operators to be employed by or associated with the applicant, and for the applicant, or if the applicant is other than an individual, for each principal officer of the applicant.
- (c) A detailed description of each tour vehicle and any other equipment to be used by the applicant, including a photograph of each tour vehicle and the make, model, color, year, power, and seating capacity specifications of each such vehicle.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-97. Licensing authority and regulations.

Notwithstanding any provision of chapter 15 to the contrary, the City Manager or his or her designee shall be the licensing authority for the owner/operator, vehicle, and operator licenses.

The City Manager or his or her designee shall also have the authority to promulgate rules and regulations for tour licenses as he or she may deem necessary.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-98. Conditions precedent to issuance.

Prior to the issuance of any tour company license, and in addition to any other requirements of this article or chapter 15, the applicant shall file with the City Manager or his or her designee the following:

- (a) A certificate issued by the applicant that the tour company to be licensed and all operators operating thereunder shall comply with the rules made under authority of this article by the licensing authority; and
- (b) An insurance policy covering the term of the license and executed by an insurance company authorized to issue such policies in this state in the usual form of vehicle or other liability insurance policies in this state for injuries to persons and property resulting from the use and operation of the tour company to be licensed. Such policy of insurance shall be issued for a principal sum sufficient to provide indemnity in the amount of not less than four hundred thousand dollars (\$400,000.00) per occurrence, for bodily injury, death and property damage. A certificate of insurance bearing an endorsement thereon by the issuing agent shall be deposited with the licensing authority. Such certificate shall state that the issuing agent shall notify the licensing authority in writing no less than thirty (30) days prior to the cancellation thereof. The City of Portland shall be included in the policy as an additional named insured.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-99. Denial, suspension, or revocation.

In addition to the general provisions of chapter 15 relating to the grounds for denial, suspension or revocation of license, a tour company, tour operator, or tour vehicle license may be denied, suspended or revoked on any of the following grounds:

- (a) The applicant or licensee or any operator is less than seventeen (17) years of age or has had a disqualifying criminal conviction or civil offense as provided in Section 30-33(b) (3-6);
- (b) Disobeying any order or direction of the City Manager or his or her designee, including, but not limited to, the city traffic engineer, license inspector, or any police officer; or
- (c) Causing or permitting any violation of this article or chapter 25.

(Ord. No. 181-15/16, 3-21-2016)

DIVISION 3. OPERATING REQUIREMENTS

Sec. 30-100. Operation limited to roadways; carrying of passengers; prohibited locations.

Licensed tour vehicles shall be operated within roadways only. Tour vehicles shall not be operated upon sidewalks or bicycle paths, except those paths specifically designated for that purpose by the Director of Parks and Recreation. Tour vehicles may carry passengers to locations chosen by the passengers or may follow an agreed-upon route for sightseeing purposes. The City Manager or his or her designee shall have the right to prohibit tour vehicles from streets or roadways where the operation of such vehicles will present a threat to the safety of the tour vehicle operator and passengers or to other users of the street or roadway. The City Manager or his or her designee also shall have the authority to erect appropriate signs or markers, and to impose such conditions on the use of routes and locations as he or she deems proper, including limiting the number of such tour vehicles in operation on the same route or at the same location at any one (1) time, and restricting the days, times, or other circumstances of operation on any such route or at any such location. No such vehicle shall stop, stand, or park in any place while on route, to load or unload passengers or otherwise, except in accordance with traffic regulations, traffic-control devices, or the directions of a police officer or other authorized person. In no event shall a tour vehicle utilize a designated taxicab stand for any purpose whatsoever, unless required for an immediate response to an emergency situation. Tour vehicles shall not be permitted at the Jetport.
(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-101. Not to obstruct traffic; police orders.

No tour company or tour vehicle shall be operated in any manner which unreasonably or unnecessarily obstructs or impedes the free flow of vehicular or pedestrian traffic or otherwise endangers public safety. Any designee of the City Manager, including, but not limited to, police officers and the city traffic engineer, may at any time order the operator of any such company or vehicle to move along, pull over, make way, or temporarily discontinue the use of any such route or location, or any portion thereof, for the public safety or reduction of high-traffic areas.
(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-102. Traffic regulations to apply.

Except to the extent that this article contains a contrary provision, all traffic regulations of chapter 28, article III, shall apply to the operation of licensed tour companies and tour vehicles.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-103. Display of plate and badge.

A plate, to be issued by the licensing authority and bearing an identification number shall be displayed in a conspicuous place on each licensed tour vehicle at all times while in service. A badge, to be issued by the licensing authority and identifying the wearer by number as a licensed operator of such tour company or tour vehicle, shall be worn prominently on his or her person by each such operator at all times while on duty.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-104. Solicitation of business.

No person shall solicit business in any manner for any licensed tour company or tour vehicle while on route. Prohibited solicitation while standing shall include shouting, hollering, whistling, clapping, or making other loud noises, grabbing or otherwise annoying or harassing passersby, or any other conduct detrimental to the image or reputation of the trade or the public safety or convenience.

The City Manager or his or her designee may restrict the solicitation of business to certain designated areas within a specified zone in certain high-traffic areas.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-105. Passengers to be seated and well-behaved.

No operator of any tour company or tour vehicle shall load or admit more passengers at any one (1) time than may be fully seated in such tour vehicle. Every passenger in any such tour vehicle shall be and remain fully seated at all times while on route and shall refrain from any other conduct or behavior detrimental to the safety or comfort of passengers or others.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-106. Care and maintenance of tour vehicle.

Each licensed tour vehicle shall be at all times clean and in good repair.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-107. Conduct and appearance of operators; rule-making authority.

Every operator of a licensed tour company or tour vehicle shall be courteous at all times when on duty and shall refrain from any loud argument, fight or disturbance, or any other conduct or behavior detrimental to the image or reputation of the trade or the safety or comfort of passengers or others. The City Manager or his or her designee shall have authority to make reasonable rules and regulations, consistent with the public safety and the image and reputation of the trade, governing the training and qualifications of such operators.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-108. Unsafe vehicles; inspections; order from service.

No licensed tour vehicle shall be operated at any time while unsafe, defective or in disrepair. The City Manager or his or her designee, including, but not limited to, any police officer or the license inspector may inspect a tour vehicle at any and all reasonable times, prior to being placed into service, while in service, or otherwise, and may at any time order such vehicle to be removed from service for any defect, unsafe condition, or want of repair. No such vehicle shall be returned to service except upon re-inspection by such officer, the license inspector or the licensing authority, and upon a finding that such repair has been made or that such defect or unsafe condition has been corrected.

(Ord. No. 181-15/16, 3-21-2016)

Sec. 30-109. Storage of vehicles and equipment.

No tour vehicle or related equipment shall be kept or stored on any street or way or in any public place while not in service.

(Ord. No. 181-15/16, 3-21-2016)

ARTICLE VI. RENTAL VEHICLES

Sec. 30-110. Rental of Golf Carts for Operation on City Streets.

(a) Definitions. The following words shall have the following definitions for purposes of this article.

(1) A *rental golf cart* means any golf cart rented or offered for rent to be operated on City streets. "Rental golf cart" shall not include any golf cart rented or offered for rent to be operated solely on a golf course or other public or private property.

(2) A *golf cart rental operator* means any entity or individual who rents or offers to rent a rental golf cart to the public.

(b) Limitations on number of rental golf cart operators and rental golf carts.

(1) The City Manager may set a cap on the number of golf cart rental operators that may operate in the city at one time. If such a limit is met, the city shall determine operators through a competitive bidding process.

(2) The City Manager may set a cap on the number of rental golf carts that may operate in the city at one time. The Sustainability and Transportation Committee will review an annual report and recommendation made by the City Manager regarding the number of rental golf carts available for public use.

(c) Rental golf carts to be powered by non-fossil fuel sources.

(1) All golf carts offered for rental purposes by golf cart rental operators shall be powered by battery/electricity by May 1, 2021.

(d) Annual Registration Required. Beginning May 1 2020, every golf cart rental operator shall register each rental golf cart annually with the city.

(1) The annual registration fee shall be:

a. \$75.00 for each electric powered rental golf cart;

b. \$150.00 for each non-electric powered rental golf cart;

(2) Upon registration, the City shall inspect all rental golf carts for compliance with this Article and shall issue a Rental Golf Cart decal that must be prominently displayed on each rental golf cart.

(e) Rental Golf Cart Criteria. Every golf cart rental operator must ensure that each rental golf cart:

- (1) Have and properly display a current Island Use Registration, pursuant to Chapter 28 of this Code;
- (2) Have and properly display a current Rental Golf Cart decal;
- (3) Display the name of the golf cart rental operator and its telephone number in letters no smaller than two (2) inches; and
- (4) Be stored on private property when not in active use and not be stored stored in the City right-of-way.

(f) Golf cart rental operators shall ensure that all individuals operating a rental golf cart comply with the requirements of Sec. 28-185, including having a valid driver's license.

(Ord. No. 11-19/20, 8-12-2019)