

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 - JUNE 23, 2025 (HYBRID)

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

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

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

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting - June 2, 2025

PROCLAMATIONS:

**Proclamation 44-24/25 Declaring July 2025 Park and Recreation Month -
Sponsored by Mark Dion, Mayor**

APPOINTMENTS:

**Order 231-24/25 Appointing Members to Various Boards and Committees -
Sponsored by Legislative and Nominating Committee, Mark Dion, Chair**

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

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Caire Maurer	CDBG	9/30/2028
Betsy Bevis	Clean Elections	6/30/208
Jennifer Warren Goodwin	Ethics Commission	6/30/2026
Rosemary Paine	Ethics Commission	6/30/2026
Rabbi Braun	Ethics Commission	6/30/2027
Maria Maffucci	Ethics Commission	6/30/2027
Peter Goldman	Ethics Commission	6/30/2028
William Hayward	Ethics Commission	6/30/2028
Jennifer Wiggins	Ethics Commission	6/30/2028
Aaron Engerbreth	Landcare Management	3/31/2028
Steven Landry	Landcare Management	3/31/2028
Jon Kachmar	Land Bank Commission (At-Large)	6/30/2028
Joshua Barber	Land Bank Commission (At-Large)	6/30/2028
William Etling	Parks Commission	6/30/2028
Donna Gartland	Parks Commission	6/30/2028
David Little	Parks Commission (Friends of Evergreen Cemetery)	6/30/2028
Jaime Parker	Parks Commission (Friends of Portland Trails)	6/30/2028
Beth Rabbitt	Parks Commission	6/30/2028
Shirley Peterson	Portland Housing Authority	6/30/2028
Jessica Rossingburg	Portland Housing Authority	6/30/2028
Tim Wells	Portland Housing Authority	6/30/2028
Anna Berke	Portland Public Art	6/30/2028
Alison Gibbs	Portland Public Art	6/30/2028
Kat Zagria Buckley	Portland Public Art	6/30/2028
Justin Levesque	Portland Public Art	6/30/2027
Rebecca Bolduc	Rent Board (District 4)	3/31/2026

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 232-24/25 Granting Municipal Officers' Approval of Bodkin Enterprises, LLC, dba Hot Liquor Tank. Application for Outdoor Dining on Public Property at 43 Wharf Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/21/25. This is an existing establishment adding dining on the public sidewalk.

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

Order 233-24/25 Granting Municipal Officers' Approval of Karibu Kwetu LLC, dba New Bujabelle. Application for Extension of Premise at 265 St. John Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/14/25. This is an existing establishment expanding into an adjacent unit.

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

Order 234-24/25 Granting Municipal Officers' Approval of Another Round LLC, dba Another Round. Application for Application for Outdoor Dining on Public Property at 549 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/26/25. This is an existing establishment adding dining on the public sidewalk.

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

Order 235-24/25 Granting Municipal Officers' Approval of Flores Restaurant LLC, dba Flores Restaurant. Application for Outdoor Dining in a Parklet at 431 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/27/25. This is an existing establishment adding a single space parklet.

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

BUDGET ITEMS:

ON JUNE 2, 2025, THE COUNCIL VOTED (9-0) TO POSTPONE PUBLIC COMMENT, SECOND READS, AND COUNCIL ACTION ON ALL MUNICIPAL BUDGET ORDERS TO JUNE 23, 2025. THE FIRST READS OF ALL MUNICIPAL BUDGET ORDERS TOOK PLACE ON MAY 19, 2025.

The City Council Finance Committee voted on May 15, 2025 to recommend passage of FY26 City Manager's Recommended Budget in the amount of \$365,626,127. Passed (3-0).

Order 202-24/25 Approving Fiscal Year 2026 Administrative Fees for City Clerk, Sustainability Office, Fire, Parking, Parks, Recreation & Facilities, Planning, and Public Works - Sponsored by Finance Committee, April Fournier, Chair

This order authorizes administrative charges in the City Clerk's Office (Counter Wedding Ceremony Fees), Sustainability Office (Electric Charging Meter Fees), Fire Department (Non-Billable Transport Fees), Parking Division (Elm & Spring Street Garages Monthly Fees), Parks, Recreation & Facilities Department (Aquatics Fees, Athletic Fields Fees, Cemetery Fees, Golf Course Fees, Ice Arena Pickup Hockey Fee, & Recreation Fees), Planning (Application Fees), and Public Works (Permanent Pavement Restoration Fees).

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 203-24/25 Authorizing the City Manager To Enter into Certain Agreements To Implement the Fiscal Year 2026 Human Resources and Certain Fringe Benefits Budgets - Sponsored by Finance Committee, April Fournier, Chair

This order authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for Fiscal Year 2026 to implement portions of human resources, medical, workers' compensation, and liability budgets.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 204-24/25 Approving the Fiscal Year 2026 Self-insured Liability Program - Sponsored by Finance Committee, April Fournier, Chair

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

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 205-24/25 Authorizing the Director of Parks, Recreation & Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by Finance Committee, April Fournier, Chair

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

Staff has historically set fees and signed rental agreements for City facilities including but not limited to Merrill Auditorium, the Portland Exposition Building, Ice Arena, Riverside Golf Course, Portland cemeteries, and Ocean Gateway. These

facilities host hundreds of events annually, and fees are determined based on the unique staffing levels and services they require.

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

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

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 206-24/25 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2026 Health & Human Services Budget - Sponsored by Finance Committee, April Fournier, Chair

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

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 207-24/25 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by Finance Committee, April Fournier, Chair

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

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 208-24/25 Authorizing the Director of Parks, Recreation & Facilities to Accept Donations up to \$10,000 for Parks, Recreation & Facilities Department Programs and City Funds - Sponsored by Finance Committee, April Fournier, Chair

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

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 209-24/25 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by Finance Committee, April Fournier, Chair

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

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 210-24/25 Authorizing Non-Union Wage Adjustment - Sponsored by Finance Committee, April Fournier, Chair

This Order authorizes the City Manager to utilize a 3% Cost of Living Adjustment (COLA) for pay adjustments for non-union employees, elected officials, the City Clerk and Corporation Counsel.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 211-24/25 Designating Fiscal Year 2026 Funds for Specific Island Services - Sponsored by Finance Committee, April Fournier, Chair

The municipal budget includes \$45,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY26:

- Item A: Summer Bike Program Tickets (CBL): \$250
- Item B: Needs-Based PI Resident Tickets (CBL): \$3,000
- Item C: PI Student Tickets (CBL): \$450
- Item D: Island Taxi (ITS): \$25,000
- Item E: Island Compost Project: \$2,400
- Item F: Peaks Environmental Action Team fitness station project: \$2,000
- Item G: PI Council Administrative Expenses: \$2,250
- Item H: Peaks Island Children's Workshop \$ 7,250
- Item I: Home Start allocation: \$2,400

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 212-24/25 Appropriating \$15,900,000 in Fund Balance - Sponsored by Finance Committee, April Fournier, Chair

This order appropriates \$8,800,000 from Unassigned Fund Balance to provide tax stabilization and support City Health and Human Services operations during Fiscal Year 2026.

This order appropriates an additional \$7,100,000 from Assigned Fund Balance to offset a portion of the final pension obligation bond debt service payment which is due in Fiscal Year 2026.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 213-24/25 Amendment to Portland City Code Chapter 25 Re: Various Fee Increases for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

This amendment increases in the Portland City Code (Chapter 25 Section 25-27(a)(3)): the Sidewalk Permit fee from \$32.50 per day to \$50.00 per day, the Single Lane Closure Permit fee from \$200.00 per day to \$215.00 per day, and the Street Closure Permit fee from \$400.00 per day to \$430.00 per day. All increases would be effective July 1, 2025, the start of Fiscal Year 2026.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 214-24/25 Fiscal Year 2025-2026 Appropriation Resolve - Sponsored by Finance Committee, April Fournier, Chair

The Appropriation Resolve contains the Finance Committee's recommended budget for Fiscal Year 2026 for general municipal purposes in the amount of \$365,626,127. In addition, it contains the Finance Committee's recommended budget for Fiscal Year 2026 for the School Budget of \$162,800,974.

The tax levy based upon the Finance Committee's recommended budget is \$115,430,182 for general municipal purposes and \$127,225,979 for the School Budget.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2025 and sets October 17, 2025 as the tax due date, which may be paid in two installments due October 17, 2025 and on March 20, 2026.

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

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 215-24/25 Amendment to Portland City Code Chapter 9 re: Funding Amount for Clean Election Fund for Fiscal Year 2025-2026 - Sponsored by Finance Committee, April Fournier, Chair

The Finance Committee Recommended Budget included fiscal year 2025-2026 Clean Elections program funding of \$121,943. This order amends Chapter 9 to adjust program funding for fiscal year 2025-2026 only. City Clerk Ashley Rand agreed this level of funding is sufficient for the upcoming fiscal year.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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 216-24/25 Appropriating \$275,000 from Excess Fund for Casco Bay Island Transit District - Sponsored by Finance Committee, April Fournier, Chair

This order appropriates \$275,000 from the Casco Bay Island Transit District Maintenance Fund and Excess Fund pursuant to the lease agreement between the City of Portland and the Casco Bay Island Transit District.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. 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.

COMMUNICATIONS:

Communication 14-24/25 Green Building Code Exemptions Annual Report - Kevin Kraft, Planning Director

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

Communication 15-24/25 Appointing Members to the Portland Social Housing Task Force - Mark Dion, Mayor

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

UNFINISHED BUSINESS:

Order 220-24/25 Traffic Schedule Amendment RE: Parking Reassignments on Pearl Street and Cotton Street - Sponsored by Danielle P. West, City Manager

The City Council is being asked to approve a reassignment of the no parking along the west side length of Pearl Street between Lancaster Street and Kennebec Street. The City's recommendation is to add 2-hour parking from 9AM to 5PM, with six spaces between Kennebec Street and Lancaster Street. After a meeting with Noyes & Sons, including the use of their largest interstate trailer with extended cab, it was determined that previously proposed spaces on Pearl Street between Lancaster Street and Oxford Street are infeasible with these movements. The City Council is also being asked to approve a reassignment of the no parking along the west side of Cotton Street. The City's recommendation is to add six spaces of Commercial Loading Zone 30 minutes from 9AM to 6PM adjacent to the businesses and six spaces of 2-hour parking from 9AM to 5PM for the rest.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. Five affirmative votes are required for passage after public comment.

Order 229-24/25 Accepting and Appropriating a \$3,000 Donation from Zoll Medical Corporation to the Portland Fire Department for the National EMS Week Fund - Sponsored by Danielle P. West, City Manager

This \$3,000 donation would provide retroactive funding to the Portland Fire Department. This funds would offset expenses incurred for purchasing food for paramedics in celebration of National EMS Week, which took place from May 18-24, 2025. This annual event honors and celebrates the daily contributions of our dedicated EMS professionals.

Staff recommend postponing this item indefinitely.

This item must be read on two separate days. It received its first reading on June 2. Five affirmative votes are required for passage after public comment.

Order 230-24/25 Accepting and Appropriating a \$7,000 Donation from the Masonic Grand Lodge of Maine Portland Chapter for a Lucynt Machine at the Barron Center - Sponsored by Danielle P. West, City Manager

This \$7,000 donation would be used to fund the purchase a Lucynt Machine for use at the Barron Center, A Lucynt Machine is an interactive game system designed for people who have dementia and/or other age-related disabilities. Masonic Chapters all over Maine have been raising money to purchase Lucynt Machines for nursing facilities, and locally, Larry Nelson and his chapter have raised \$7000 for the purchase of such a machine to be installed at the Barron Center.

This item must be read on two separate days. It received its first reading on June 2. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 236-24/25 Accepting and Appropriating a \$20,000 Homeland Security Grant for the Portland Fire Department - Sponsored by Danielle P. West, City Manager

The Portland Fire Department was awarded \$20,000 to support the Hazmat team's efforts to enhance preparedness and Hazmat response capabilities for Homeland Security Incidents in the state. This grant was awarded on September 25, 2024 but has not been brought to the Council for approval. The grant expires on 5/31/27.

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

Order 237-24/25 Designating Front Street Phase 3/35 and 41 W. Presumpscot Street an Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing & Economic Development Committee met on May 20, 2025 and voted 4-0 to recommend this item to the City Council.

Portland Housing Development Corporation (PHDC) requested the creation of an Affordable Housing Tax Increment Financing (AHTIF) District and Credit Enhancement Agreement (CEA) for a project located at 35-41 W. Presumpscot Street. The proposed project would create eight (8) townhouse-style condominiums. Six (6) of the units will be restricted and sold to households earning at or below 120% of the area median income (2-person household \$109,050; 4-person household \$155,750). Two (2) units will be sold as unrestricted market-rate units. The purchase price for an affordable workforce housing 2-bedroom unit will be \$298,500 and a 3-bedroom unit will be \$358,000.

As part of the capital stack for the development of the project, PHDC has applied for a loan from the Genesis Community Loan Fund. Genesis will provide gap financing in the amount of \$370,000 to pay for construction costs. The tax revenue or captured valuation realized through the AHTIF CEA, will be used to pay the debt service on the Genesis loan. Under the terms of the CEA, captured revenue would return to the developer their actual costs paid on annual project debt service based on an annual maximum 75% capture rate for upwards of thirty (30) years and include a total captured revenue cumulative “cap” or maximum amount. The cap would be the total cumulative AHTIF CEA payment amount equal to the total actual debt service cost. When the cap is reached, the AHTIF CEA expires.

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

Order 238-24/25 Approving the Front Street Phase 3/35 and 41 W. Presumpscot Street Affordable Housing Credit Enhancement Agreement with Front Street Condominium, LLC - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing & Economic Development Committee met on May 20, 2025 and voted 4-0 to recommend this item to the City Council.

This is a companion order to the order above.

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

Order 239-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The minimum wage in Portland was raised by citizen referendum in 2020 and cannot be amended for 5 years, except by referendum.

This was brought to the City Council as Order 25-24/25 which had its first read on July 15, 2024 and its second read on August 19, 2024 and was referred to the Housing & Economic Development Committee (Passed 5-2, Councilors Trevorrow & Sykes opposed). The Housing and Economic Development Committee reviewed Order 25-24/25 on May 20, 2025 and voted 3-1 (Michniewicz opposed) to bring the attached revised version of the ordinance to the City Council for approval and placement on the ballot for the November 5, 2025 election.

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

Order 240-24/25 Approving the Collective Bargaining Agreement Between the City of Portland and the Police Benevolent Association - Sponsored by Danielle P. West, City Manager

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Police Benevolent Association, 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 Police Benevolent Association.

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

AMENDMENTS:

Order 241-24/25 Amendment to Portland City Code Chapter 30 RE: Golf Carts - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

On May 14, 2025, the Sustainability & Transportation Committee unanimously recommended to the City Council approval of this amendment, which would change how the City regulates golf carts by removing the cap on the number of golf cart operators allowed and establishing a wait list for rental golf cart licenses.

City code requires that all golf cart rental operators be licensed by the City of Portland. It also allows the City Manager to establish a cap on the number of golf cart operators. The proposed amendment:

1. Eliminates the cap on rental golf cart operators: The current ordinance requires that the City facilitate a competitive bidding process between operators if the cap established by the City Manager is met, which is unclear and challenging to administer.
2. Directs the Permitting and Inspections Department to create and manage a wait list for cart licenses: The current ordinance allows the City Manager to set a cap on the number of cart licenses available but does not have a mechanism for interested parties to secure a spot in line when the number of licensed carts falls below the cap. Making this change will align cap management with other programs with caps such as short-term rentals and food truck licenses on Cutter Street. The recommended amendment explains how Permitting and Inspections will manage the wait list.

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

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

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

<https://portlandme.portal.civicclerk.com/event/7610/media>

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

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

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

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Joey Burnelle (Paris Street), Kenneth Lewis (Portland Resident), Stephen Scharff (Brackett Street), George Rheault (Hanover Street), Rachel Morales (Portland Resident), Ellen Mackenzie (Portland Resident), Morris Harder (Chestnut St)

ANNOUNCEMENTS:

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

RECOGNITIONS:

PRESENTATIONS:

SPECIAL MEETING:

Motion was made by Councilor Ali and seconded by Councilor Sykes to recess the meeting of the City Council and convene the Special Meeting of the Coporator of the Portland Development Corporation. Passage 9-0.

Order 223-24/25 Order Amending the Portland Development Corporation Bylaws - Sponsored by Danielle P. West, City Manager

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

Passage: 9-0

Greg Watson (Director of Housing & Economic Development) gave an overview of this item

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

Order 224-24/25 Approving the Portland Development Corporation Storefront Improvement Revolving Loan Program and Guidelines - Sponsored by Danielle P. West, City Manager

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

Passage: 9-0

Greg Watson (Director of Housing & Economic Development) gave an overview of this item

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Grant, Councilor Sykes, Councilor Phillips, Councilor Michniewicz

Motion was made by Councilor Ali and seconded by Councilor Sykes to adjourn the Special Meeting of the Coporator of the Portland Development Corporation and reconvene the regular meeting of the City Council. Passage 9-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes - May 19, 2025

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

Passage: 9-0

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

PROCLAMATIONS:

Proclamation 42-24/25 Recognizing June 19, 2025 as Juneteenth - Sponsored by Mark Dion, Mayor

Councilor Phillips read Proclamation 42-24/25 Recognizing June 19, 2025 as Juneteenth into the record.

Proclamation 43-24/25 Recognizing June 2025 as Immigrant Heritage Month - Sponsored by Mark Dion, Mayor

Councilor Ali read Proclamation 43-24/25 Recognizing June 2025 as Immigrant Heritage Month into the record.

APPOINTMENTS:

Order 225-24/25 Appointing Phil Doughty as the Information Technology Director - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage, as an emergency. Passage: 8-1 (Councilor Sykes-No)

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

George Rheault (Hanover Street), Councilor Sykes, Mayor Dion

**Item takes effect immediately*

CONSENT ITEMS:

Order 226-24/25 Granting Municipal Officers' Approval of Milne Spirit Works LLC, dba Hardshore Distilling Company. Application for Combined Entertainment at 53 Washington Avenue - Sponsored by Danielle P. West, City Manager

Orders 226-24/25 through Orders 228-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips for passage. Passage: 9-0

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

Order 227-24/25 Granting Municipal Officers' Approval of Uncle Lucky's LLC, dba Lucky Cheetah. Application for Outdoor Dining on Public Property at 11 Moulton Street - Sponsored by Danielle P. West, City Manager

Orders 226-24/25 through Orders 228-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips for passage. Passage: 9-0

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

Order 228-24/25 Granting Municipal Officers' Approval of Big Tree Catering LLC, dba Big Tree Catering at Local 188. Application for Qualified Catering with Outdoor Dining on Public Property at 685 Congress Street - Sponsored by Danielle P. West, City Manager

Orders 226-24/25 through Orders 228-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips for passage. Passage: 9-0

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

BUDGET ITEMS:

THE FIRST READ AND PUBLIC COMMENT OF ALL MUNICIPAL BUDGET ORDERS TOOK PLACE ON MAY 19, 2025. STAFF RECOMMENDS POSTPONING THE SECOND READ, PUBLIC COMMENT, AND COUNCIL ACTION OF ALL MUNICIPAL BUDGET ORDERS TO JUNE 23, 2025.

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0.
Items Postponed.

Order 202-24/25 Approving Fiscal Year 2026 Administrative Fees for City Clerk, Sustainability Office, Fire, Parking, Parks, Recreation & Facilities, Planning, and Public Works - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0.
Items Postponed.

Order 203-24/25 Authorizing the City Manager To Enter into Certain Agreements To Implement the Fiscal Year 2026 Human Resources and Certain Fringe Benefits Budgets - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0.
Items Postponed.

Order 204-24/25 Approving the Fiscal Year 2026 Self-insured Liability Program - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0.
Items Postponed.

Order 205-24/25 Authorizing the Director of Parks, Recreation & Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 206-24/25 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2026 Health & Human Services Budget - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 207-24/25 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 208-24/25 Authorizing the Director of Parks, Recreation & Facilities to Accept Donations up to \$10,000 for Parks, Recreation & Facilities Department Programs and City Funds - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 209-24/25 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 210-24/25 Authorizing Non-Union Wage Adjustment - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 211-24/25 Designating Fiscal Year 2026 Funds for Specific Island Services - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 212-24/25 Appropriating \$15,900,000 in Fund Balance - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 213-24/25 Amendment to Portland City Code Chapter 25 Re: Various Fee Increases for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 214-24/25 Fiscal Year 2025-2026 Appropriation Resolve - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 215-24/25 Amendment to Portland City Code Chapter 9 re: Funding Amount for Clean Election Fund for Fiscal Year 2025-2026 - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

Order 216-24/25 Appropriating \$275,000 from Excess Fund for Casco Bay Island Transit District - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Dion and seconded by Councilor Fournier to postpone all budget items to June 23, 2025 Orders 202-24/25 through Order 216-24/25. Passage 9-0. Items Postponed.

COMMUNICATIONS:

Communication 12-24/25 Update on U.S. Department of Housing and Urban Development FY 25-26 Community Development Block Grant, HOME and Emergency Solutions Grant Program Allocations - Mary Davis, Housing & Economic Development Division Director

Mary Davis (Housing & Economic Development Division Director) provided Communication 12-24/25 Update on U.S Department of Housing and Urban Development FY 25-26 Community Development Block Grant, HOME and Emergency Solutions Grant Program Allocations.

As a communication, no formal action is required.

Communication 13-25/26 Rent Board Annual Report - Matthew Lax, Rent Board Chair

Matthew Lax (Chair of Rent Board) and Matthew Walker (Rent Board Member) provided Communication 13-24/25 Rent Board Annual Report.

The following Councilors commented on the communication: Councilor Sykes, Councilor Pelletier

As a communication, no formal action is required.

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

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to postpone until September 3, 2025. Passage 9-0.

Item Postponed.

Order 220-24/25 Traffic Schedule Amendment RE: Parking Reassignments on Pearl Street and Cotton Street - Sponsored by Danielle P. West, City Manager

Motion to postpone was made by Councilor Ali and seconded by Councilor Fournier to postpone until June 23, 2025. Passed 9-0.

Mayor Dion opened the floor for public comment. The following individuals spoke: Will Noyes (Earle W Noyes & Sons)

Item postponed.

Order 221-24/25 Appropriating \$11.5 Million from Jetport Unrestricted Funds - Sponsored by Danielle P. West, City Manager

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

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

ORDERS:

Order 229-24/25 Accepting and Appropriating a \$3,000 Donation from Zoll Medical Corporation to the Portland Fire Department for the National EMS Week Fund - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 230-24/25 Accepting and Appropriating a \$7,000 Donation from the Masonic Grant Lodge of Maine Portland Chapter for a Lucynt Machine at the Barron Center - Sponsored by Danielle P. West, City Manager

This is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Pelletier to adjourn. Passage 9-0 at 6:30pm

A TRUE RECORD

Ashley Rand, City Clerk

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D FOURNIER (A/L)
BEN 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)

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

DECLARING JULY 2025 AS PARK AND RECREATION MONTH

WHEREAS, parks and recreation are an integral part of communities throughout this country, including Portland Parks, Recreation, and Facilities; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation are a leading provider of healthy meals, nutrition services, and education; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that make our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Portland, Maine, recognizes the benefits derived from parks and recreation resources.

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 declare July 2025 Park and Recreation Month in the City of Portland, Maine.

Signed and sealed this 23rd day of June, 2025



**Mark Dion, Mayor
City of Portland**

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMITTEES

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

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Claire Maurer	CDBG	9/30/2028
Betsy Bevis	Clean Elections	6/30/2028
Jennifer Warren Goodwin	Ethics Commission	6/30/2026
Rosemary Paine	Ethics Commission	6/30/2026
Rabbi Braun	Ethics Commission	6/30/2027
Maria Maffucci	Ethics Commission	6/30/2027
Peter Goldman	Ethics Commission	6/30/2028
William Hayward	Ethics Commission	6/30/2028
Jennifer Wriggins	Ethics Commission	6/30/2028

Aaron Engerbreth	Landcare Management	3/31/2028
Steven Landry	Landcare Management	3/31/2028
Jon Kachmar	Land Bank Commission (At-Large)	6/30/2028
Joshua Barber	Land Bank Commission (At-Large)	6/30/2028
William Etling	Parks Commission	6/30/2028
Donna Gartland	Parks Commission	6/30/2028
David Little	Parks Commission (Friends of Evergreen Cemetery)	6/30/2028
Jaime Parker	Parks Commission (Friends of Portland Trails)	6/30/2028
Beth Rabbitt	Parks Commission	6/30/2028
Shirley Peterson	Portland Housing Authority	6/30/2030
Jessica Rossingburg	Portland Housing Authority	6/30/2029
Tim Wells	Portland Housing Authority	6/30/2030
Anna Berke	Portland Public Art	6/30/2028
Alison Gibbs	Portland Public Art	6/30/2028
Kat Zagaria Buckley	Portland Public Art	6/30/2028

Justin Levesque	Portland Public Art	6/30/2027
Rebecca Bolduc	Rent Board (District 4)	3/31/2026

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



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

The Nominating Committee is making the following recommendation to the City Council. The nominating committee met on Wednesday, May 28th to conduct interviews.

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

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Claire Maurer+	CDBG	9/30/2028
Betsy Bevis+	Clean Elections	6/30/2028
Jennifer Warren Goodwin+	Ethics Commission	6/30/2026
Rosemary Paine+	Ethics Commission	6/30/2026
Rabbi Braun+	Ethics Commission	6/30/2027
Maria Maffucci+	Ethics Commission	6/30/2027
Peter Goldman+	Ethics Commission	6/30/2028
William Hayward+	Ethics Commission	6/30/2028
Jennifer Wriggins+	Ethics Commission	6/30/2028

Aaron Engerbreth+	Landcare Management	3/31/2028
Steven Landry+	Landcare Management	3/31/2028
Jon Kachmar	Land Bank Commission (At-Large)	6/30/2028
Joshua Barber+	Land Bank Commission (At-Large)	6/30/2028
William Etling	Parks Commission	6/30/2028
Donna Gartland	Parks Commission	6/30/2028
David Little+	Parks Commission (Friends of Evergreen Cemetery)	6/30/2028
Jaime Parker	Parks Commission (Friends of Portland Trails)	6/30/2028
Beth Rabbitt	Parks Commission	6/30/2028
Shirley Peterson	Portland Housing Authority	6/30/2030
Jessica Rossingburg+*	Portland Housing Authority	6/30/2029
Tim Wells	Portland Housing Authority	6/30/2030
Anna Berke	Portland Public Art	6/30/2028
Alison Gibbs	Portland Public Art	6/30/2028
Kat Zagaria Buckley	Portland Public Art	6/30/2028
Justin Levesque+*	Portland Public Art	6/30/2027

Rebecca Bolduc+*	Rent Board (District 4)	3/31/2026
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+Indicates New Board Member

* Indicates filing a vacant term

**The Ethics Commission is a brand new board. The terms are staggered for term expirations.*

**Portland Housing Authority is a 5 Year Term*

Aaron Engebreth

City of Portland | Generated 3/5/2025 @ 3:50 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Aaron Engebreth
Application Date 3/4/2025
Expiration Date 3/4/2026
Status Received

Board	Vacancies	Status	Actions
Landcare Management Advisory Committee	1	Pending	☐

Basic Information

Name
Aaron Engebreth

Contact Information

Address
8 Chester Street
PORTLAND, ME 04103



Additional Information

Notes
In addition to my professional biography included, please know that due to the nature of my career, my schedule is extremely flexible, and I can be available for meetings at most times of the week and can easily change my schedule to accommodate the needs of the committee.

Many thanks again,

Aaron Engebreth

Generated 3/5/2025 @ 3:50 pm

For over thirty years, the baritone Aaron Engebret has built a varied solo career in classical music, theatre, musical theatre and radio. He currently stars in the multi-episode serialized opera made for television, *Everything for Dawn*, as Mac Logan, a Vietnam Veteran who appears as a spectral presence, even when he's alive. Critically acclaimed as being "sung with wrenching melancholy by Aaron Engebret", the series currently streams on multiple online and television networks.

He began performing professionally at the age of 16, (nearly failing out of High School as a result) but a life in performance had seized his attention. He is now a perennial guest of major orchestras, opera companies and early music ensembles throughout the United States and abroad and devotes considerable energy to the performance of established music and contemporary premieres, frequently collaborating with many of today's preeminent composers.

His New York City Opera debut in Dominick Argento's monodramatic opera, *A Waterbird Talk*, compelled the New York Classical Review critic to write, "Engbret is a marvelous actor, capable of holding his character's many facets and motivations in tension." Mr. Engebret has garnered two GRAMMY Award nominations for Best Operatic Recording for his work with the Boston Early Music Festival and Radio Bremen (*Thésée* and *Psyché*, by Lully). He has been a soloist from Carnegie Hall to the Kennedy Center and Boston's Symphony Hall, as well as international appearances from Sapporo Japan's Kitara Hall to Le Theatre de la Ville in Paris to the AmBul Festival in Sofia, Bulgaria. Mr. Engebret has been a guest soloist of the Tanglewood, Ravinia, Rockport and Monadnock Music Festivals, the Mark Morris Dance Company and Boston Ballet. He has been featured with early music orchestras such as American Bach Soloists, Handel and Haydn Society and Boston Baroque. He was

a regular soloist with Emmanuel Music for six seasons, joining a longtime tradition of performances of Bach's cantatas under the direction of the late Craig Smith.

Mr Engebretson is featured with many of the country's fine symphonies, among them the Boston Symphony Orchestra, Portland, Virginia, San Diego, Charlotte Boston Modern Orchestra Project, and the Buffalo Philharmonic Orchestra.

Like many artists, he has been honored to make music in some of the world's greatest concert halls and stages, but also intimate social programs in nursing homes, community centers and public schools. He is a frequent guest-clinician, leading masterclasses and mentoring activities in Universities and Conservatories.

His 2024/25 season brings performances with Boston Modern Orchestra Project, Odyssey Opera, Washington DC's 21st Century Consort, Boston's Coro Allegro, Lexington Symphony, Boston Baroque and Tundi Productions, as well as commercial operatic and lieder recordings with Enigma Chamber Opera and Florestan Recital Project. He will present the New York premiere of Jon Deak's monodrama, The Passion of Scrooge - a piece he has frequently performed and recorded with Firebird Chamber Ensemble - with the New York-based Talea Ensemble in December.

A prolific recording artist, he is featured on over 35 commercial recordings and is often heard as a voice-over artist. He is a member of the Recording Academy and of the Actors' Equity Association.

Aaron Engebret

8 Chester Street, Portland Maine 04103

[REDACTED]
[REDACTED]
[REDACTED]

Subject: Application for Volunteer Appointment to the Landcare Management Advisory Committee

To Whom it May Concern:

I am writing to express my interest in serving on the Landcare Management Advisory Committee. As an organic gardener and someone deeply invested in responsible land stewardship, I strongly support the ordinances that the committee advises on and would welcome the opportunity to contribute to their thoughtful and fair implementation. While my professional background is not in the sciences, I have personal experience and independent study in areas relevant to the committee's mission, including Portland zoning laws, shoreline provisions, organics, pesticides, and insecticides.

I have observed occasional divisiveness surrounding the town's pesticide ban—at times even from members of the committee itself—as it has played out in the media and local discourse. My hope in joining this committee is to engage in a fair-minded, non-ideological manner, ensuring that discussions remain productive and solutions-oriented. I believe strongly in balanced, pragmatic decision-making and recognize the need to carefully weigh environmental concerns alongside responsible landcare management.

As someone who actively practices organic gardening, I appreciate the importance of sustainable landcare policies, and I am eager to help guide their application in a way that respects both ecological health and the practical needs of the community. I see the committee's advisory role as a crucial one—ensuring that ordinances are evaluated thoughtfully and equitably, with a commitment to both sustainability and practicality. I would be honored to contribute to this work and bring my perspective and dedication to the committee.

Thank you for your time and consideration. I look forward to the possibility of serving.

Sincerely,
Aaron Engebret

Alison Gibbs

City of Portland | Generated 4/30/2025 @ 10:57 am by OnBoardGOV - Powered by ClerkBase

Status

Name Alison Gibbs
Application Date 4/22/2025
Expiration Date 4/22/2026
Status Received

Board	Vacancies	Status	Actions
Portland Public Art Committee	1	Pending	☐

Basic Information

Name
Alison Gibbs

Contact Information

Address
37 Carroll Street
Portland, ME 04102



Additional Information

Notes
Generated 4/30/2025 @ 10:57 am

Alison Gibbs

37 Carroll Street, Portland, Maine 04102 | ()

ART CURATOR | MAINE JEWISH MUSEUM

APRIL 2024 - PRESENT

- Curate bimonthly art exhibitions in multiple galleries. Select artists and artworks. Prepare galleries and manage show installations. Manage sculptures in museum's garden. Market and promote exhibitions. Manage roughly 14 docent volunteers. Assist with museum operations.

ADMINISTRATOR | MAINE JEWISH MUSEUM

FEBRUARY 2023 - APRIL 2024

- Provide curatorial, program, and development support, communication, office and gallery administration for a small arts and cultural museum with a mission to celebrate and honor the contributions and diversity of Maine's Jewish immigrants, and build bridges of appreciation and understanding with people of all backgrounds.

OFFICE AND COMMUNICATIONS MANAGER | L/A ARTS

JANUARY 2019 - AUGUST 2022

- Supported the mission of L/A Arts, the arts agency of Lewiston-Auburn, Maine, to engage and inspire a vibrant community through arts and culture. Work included office and gallery administration, PR, social media, board and community communications, program management, grant writing, grant program communication and planning, Art Walk LA and other event planning, engagement with board of directors, volunteers, and project partners to pursue the organizations initiatives and goals.

MARKETING DIRECTOR | OGUNQUIT MUSEUM OF AMERICAN ART

DECEMBER 2015 - DECEMBER 2018

- Directed all advertising, promotion, public relations, events, website and social media efforts for a small modern art museum. With volunteer committee, co-managed *Art By The Sea* 2017, OMAA's largest annual fundraising event. Restructured OMAA's *Totally Tuesday Talks* series to increase weekly average attendance by 500 percent. Organically increased OMAA's Facebook followers by more than 200 percent and Instagram followers by more than 180 percent in two years. Assisted with transition of museum's leadership. Produced the museum's *VIEW* biannual magazine for members and supporters. Managed a website update.

MARKETING COMMUNICATIONS DIRECTOR | PUBLIC CONSULTING GROUP | 2007-2015

- Directed brand and marketing communications for audiences including state and municipal health and human services agencies, K-12 public school stakeholders, journalists, and more than 1,200 PCG staff members. Led a search for a branding vendor and managed the rebranding of PCG's marketing collateral and website. Provided press strategy and media relations, including press releases, statements, and comments to journalists. Introduced and edited a weekly e-newsletter for all staff members.

VICE PRESIDENT, MEDIA RELATIONS | BANK OF AMERICA | 1998-2005

- Conducted proactive, reactive and crisis media relations activities for the corporation. Tasks included speaking with journalists, drafting press releases, statements and talking points, and preparing executives for press meetings. Worked closely with senior management and the national business press to relay news of mergers, acquisitions, quarterly earnings reports and other bank business.

Journalism Experience

Advertising and Tourism Reporter | Boston Herald

Producer, *Fortune Business Report* | Time Inc.

Producer, *Today's Business* | CNBC

Associate Producer, National Documentaries | WGBH TV

News Producer, Reporter, Anchor, Audio Engineer | WBUR FM

Producer, *The Charlie Brennan Show* | WNTN AM

Education

Master of Arts, Law and Diplomacy | Fletcher School of Law and Diplomacy

Bachelor of Arts, Economics and French Literature | Duke University

Phillips Academy Andover

Continuing Education

Arts Management Certificate | May 2016 | Arts Extension Service, UMASS Amherst

Board and Volunteer Work

Member | Portland Public Art Committee, May 2024 - present

Board Member | L/A Arts, August 2022 - June 2024

Board Member | TEMPOart, March 2021 - October 2024

Proposal Reader | Maine Initiatives, 2019 and 2021

Volunteer | Preble Street - Florence House, December 2018 - January 2020

Montserrat Council | Montserrat College of Art, September 2016 – May 2019

Host Committee, Artrageous! Auction | Montserrat College of Art, 2014-2016

Communications Associate | ArtCorps-Creative Action Institute, 2015

Skills & Abilities

MANAGEMENT

- Experience managing direct reports, vendors, interns, volunteers

WEBSITE AND SOCIAL MEDIA CONTENT

- Experience managing content via WordPress, Facebook, Instagram, Twitter

COMMUNICATION

- Extensive copywriting and editing experience

TECHNOLOGY

- Google Workspace for Nonprofits, Microsoft Office, PastPerfect, Constant Contact, Wordpress, SurveyMonkey, QR code generation

FROM THE DESK OF
Alison Gibbs

April 22, 2025

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

Dear Ashley,

I would like to continue serving on the Portland Public Art Committee (PPAC) when my term expires June 30, 2025.

In addition to a year of service as a PPAC member, my relevant experience includes management of outdoor sculptures at the Maine Jewish Museum, marketing and communications for the Ogunquit Museum of American Art and its 3-acre sculpture garden, and more than three years of service as a TEMPOart Board member. TEMPO annually commissions temporary public art for the City of Portland.

Thank you for the opportunity to renew my PPAC service.

Sincerely yours,

Alison Gibbs

Anna Berke

33 Lawn Avenue • Portland, ME 04103 • [REDACTED] [REDACTED]

Master of Public Administration with 15 years of nonprofit development experience, most recently with a focus on foundation and corporate grant writing.

EXPERIENCE

WETA (Washington, DC's largest public television station) (January, 2012-Present), *Arlington, VA*

Director, Foundation and Government Development

- Responsible for securing and renewing grants to support WETA's production partnership with Ken Burns, with a total annual combined goal of \$15 million across portfolios.
- Steward relationships with large national public and private foundations; research and explore various marketing strategies to pitch WETA's national projects.
- Create presentations to high profile national funders to demonstrate WETA's national impact.
- Extensive collaboration with internal and external partners.

Legal Services for the Elderly (LSE) (January, 2018-September, 2024), *Augusta, ME*

Grant Writer

- Responsible for prospect research and grant writing, working closely with LSE's Executive Director.
- Design and maintain grant calendar and grant tracking system.

The Child and Family Network Centers (CFNC) (January, 2012-August, 2014), *Alexandria, VA*

Consultant

- Served as a grant writer and editor.

The Child and Family Network Centers (CFNC) (January, 2010-January, 2012), *Alexandria, VA*

Director of Development

- Responsible for all phases of fundraising efforts for an organization that provides free preschool to children living in poverty, including donor stewardship; grant writing/reporting; individual and corporate giving; local, state and federal funding; and events and direct mail campaigns to support an annual budget of \$2.1 million.
- As a member of CFNC's senior management team, managed a Grant Writer, a Development Associate and a Social Media Intern.
- Communicated CFNC's fundraising progress, goals and development plan at Board meetings.
- Maintained Raiser's Edge database of donor information.
- Managed all aspects of communications and marketing, including website, monthly e-newsletter, annual report, social media and sponsorship materials.
- Continually sought new partnerships and funding opportunities by representing CFNC at meetings and events throughout greater Washington, DC.

Special Olympics International (2006-2010), *Washington, DC*

Project Manager, Law Enforcement Torch Run® for Special Olympics

- Managed all daily activities and functions of the Law Enforcement Torch Run for Special Olympics, a fundraising initiative that grosses more than \$34 million annually, which consists of 85,000 Law Enforcement volunteers participating in 46 countries.
- Funds raised increased nearly \$10 million during my tenure.
- Oversaw the partnership between Law Enforcement volunteers and Special Olympics leadership as a key member of the International Executive Council, made up of Law Enforcement and Special Olympics staff from around the world.
- Coordinated and executed the annual International Conference that draws more than 1,000 attendees. Supported the bidding process for future conference locations.
- Created, maintained, tracked and provided reports on \$500,000 annual budget. Monitored accounts receivable and payable.
- Assisted in corporate sponsorship development and retention.
- Represented Special Olympics International at meetings and events worldwide.

Police Executive Research Forum (PERF) (2003-2006), *Washington, DC*

Conference Coordinator/Research Assistant

- Coordinated and executed annual conferences for as many as 500 attendees. Managed conference budgets and pursued federal and private funding opportunities, designed and distributed marketing brochures, monitored on-line registration, assisted with site selection and negotiation of hotel contracts, managed all on-site conference activities.
- Co-authored three publications on Early Warning Systems. Coordinated and executed site visits to police departments throughout the country to conduct research with police personnel.
- Developed and launched a summer internship program. Secured funds, marketed the program, conducted interviews, selected and trained interns.

Community Lodgings (2003-2004), *Alexandria, VA*

ESL Teacher

- Collaborated with other volunteers to create curriculum for intermediate-level English classes.
- Conducted weekly, two-hour English classes for native Spanish speakers.

National Women's Health Information Center (NWHIC) (2002-2003), *Annandale, VA*

Bilingual Research Analyst/Guest Editor Manager

- Provided customer service, support and medical counseling to Spanish/English callers of a national women's health hotline.
- Secured articles for Spanish Guest Editor Program by contacting magazines and health organizations.
- Conducted monthly assessments and updates of Spanish/English language health publications on the website.
- Prepared materials and handouts and presented information on NWHIC at national health conferences.

Camp Merrie-Woode (Summer 2002), *Sapphire, NC*

Director of Dance Program

- Designed dance curriculum and taught beginner, intermediate and advanced ballet and jazz.
- Managed a staff of five dance instructors.

EDUCATION

American University (May 2007), *Washington, DC*

Master of Public Administration, Concentration Nonprofit Management, Pi Alpha Alpha

Colby College (May 2002), *Waterville, ME*

B.A. Spanish and Women's Studies, Magna Cum Laude, National Collegiate Hispanic Honor Society

SKILLS/INTERESTS

- Strong proficiency in written and spoken Spanish.
- Strong proficiency: Raiser's Edge, ROI, Team Approach, Adobe InDesign, Microsoft Office.
- Chair of the Portland Public Art Committee.
- Former Treasurer of Mom to Mom of Maine, a nonprofit membership organization for mothers in Southern Maine.
- Portland Public Schools volunteer.
- Volunteer grant writer.
- Have successfully completed five marathons, five half-marathons, and two Ragnar Relays.

Rabbi Carolyn Braun

City of Portland | Generated 5/22/2025 @ 11:51 am by OnBoardGOV - Powered by ClerkBase

Status

Name Rabbi Carolyn Braun
Application Date 5/15/2025
Expiration Date 5/15/2026
Status Received

Board	Vacancies	Status	Actions
Ethics Commission	7	Pending	☐

Basic Information

Name
Rabbi Carolyn Braun

Contact Information

Address
51 Runnells Street
Portland, ME 04103

Email
[Redacted]
[Redacted]

Additional Information

Notes
Generated 5/22/2025 @ 11:51 am

RABBI CAROLYN BRAUN
51 Runnells Street • Portland, Maine 04103

SUMMARY

Over 20 years rabbinical, teaching, and administrative experience in higher education, prison and hospital settings, as well as synagogues. Accomplishments include spiritual and community revitalization of a major synagogue, re-engaging diverse people in religious tradition with new levels of meaning and energy, and establishing a collaborative presence in the larger interfaith community.

STRENGTHS

Spiritual, religious, and organizational leadership • Program development • Teaching and public speaking
Pastoral care • Interfaith collaboration and community outreach • Project management
Administrative management • Team leadership; building connection and collaboration

PROFESSIONAL EXPERIENCE

Rabbi, Temple Beth El, Portland, ME

1995 - present

Lead worship, ritual, and religious education, and collaborate in administrative management of the only Conservative synagogue between the North Shore of Boston and Bangor, Maine (congregation of approx. 2000). Created a strong rabbinic presence in Beth El and the community at large after an extended and difficult period of transition within the synagogue.

- Led a gradual but major culture shift. Brought more focus on spirituality, enlivened tradition, increased participation in both worship and governance, and built an inclusive, multigenerational community.
- Instrumental in revitalizing member commitment. Specifically mentioned as a key factor in major donations which represented over half of a \$3M endowment campaign and a \$2M capital campaign.
- Consistently attracted active new members; played a key role in increasing regular attendance at services by 100 to 150 percent.
- Widely known within the larger Maine community as an accessible, engaging speaker. Frequently invited to speak and officiate at area churches and secular events such as the opening invocation for the State Senate.

Jewish Chaplain, Mount Holyoke College, S. Hadley, MA

1988 – 95

As the college's first full-time rabbi, developed Jewish and interfaith programs, often in collaboration with the Protestant and Catholic chaplains; counseled students; served as the rabbinic presence to faculty and administration; lectured and taught in the community at large as well as college courses; assisted with admissions recruitment.

- Proposed, created, and managed the Kosher/Hallal Kitchen with meals and special programs for Jewish and Muslim students. The Kitchen, which still exists, became the model for similar initiatives in other colleges.

Educational Consultant, Temple Beth El, Springfield, MA

1989 – 90

Developed innovative, energizing educational programs for families; supervised and mentored the Youth Director.

Assistant Chaplain, Metropolitan Correction Center, New York, NY

1987 – 88

Counseled inmates and their families of all faiths (crisis and ongoing); developed and taught special programs.

- Developed relationships with a number of "difficult" inmates who had been unable to work with other chaplains.

Chaplain/Intern, Memorial Sloan-Kettering Cancer Center, New York, NY

summer 1986

Counseled Jewish patients and their families.

SELECTED COMMUNITY SERVICE

Ethics Committee and Pastoral Committee, Maine Medical Center, Portland, ME 2002 - present

Teach in MMC's Clinical Pastoral Education Program

Advisory Board, Cancer Community Center, S., Portland, ME 2005 - present

Lecturer, Next Book Literature Series, University of Southern Maine, Portland, ME 2006

EDUCATION

Rabbinic Ordination, Jewish Theological Seminary of America, New York, NY 1988

M.A., Interdisciplinary Studies, Jewish Theological Seminary, New York, NY 1984

B.A., American & English Literature/Religious Studies, Wellesley College, Wellesley, MA 1979

KEY COMPETENCIES and RELATED ACCOMPLISHMENTS

Religious, spiritual, and organizational leadership

At Temple Beth El (Portland), developed inclusiveness, community, commitment, and acceptance of diversity, while enlivening tradition and deepening spiritual focus.

- Created forms of worship and educational programs which built community, re-kindled commitment, accommodated extremely diverse preferences, and significantly increased member participation.
- Reestablished a Conservative focus and engaged people in deeper spiritual exploration.
- Revitalized social justice activity, developed an award-winning caring committee, and led significant improvements in accessibility for people with disabilities.
- Consistently lead by example as well as programmatic change. For example, model inclusiveness in services by standing level with the congregation and speaking with them, and by picking up babies and talking to children, without allowing disruption; reframe many issues as open discussions of underlying ethics.
- Lead change and provide guidance primarily through teaching and consensus-building.
- Influenced broader participation in governance and more openness and inclusiveness in leadership.
- Career history of taking on administrative leadership roles when needed and improving administrative processes., e.g. developed efficient, accurate systems for budgeting, donation management, and preventive maintenance.

Program development

Excel at innovative educational programs and events with high emotional, intellectual, and spiritual engagement. Widely recognized for bringing new levels of relevance and meaning to familiar rituals and materials, and for helping disengaged Jews reclaim their spiritual tradition.

- Introduced a number of programs at Temple Beth El which are cross-generational and bring people into a more meaningful relationship with tradition. For example, created a B'nai Mitzvah program which involves the entire family in education, support, and attendance at services over the course of a year. Both parents and b'nai mitzvah have become more knowledgeable, take religion more seriously, have formed significant relationships with other families, and continue to attend more regularly.
- Planned and managed highly successful events with up to 800 participants: events are known as engaging and interactive, with a strong blend of aesthetic, spiritual, and social appeal.

Interfaith collaboration and leadership

Career history of building interfaith bridges, understanding, and relationships while maintaining a clear position as a Conservative Jew. Known for commitment to learning from all spiritual traditions.

- Consistently collaborate with interfaith colleagues on social justice, college/university programs, and community events.
- Frequently bring an interfaith perspective to services, teachings, and events; for example, included a Palestinian speaker in a Selichot service, with an enthusiastically positive response.
- Create and teach classes for broad audiences, often outside the synagogue. Attract and retain Jews, non-Jews considering conversion, and non-Jews who want to learn.

Teaching and public speaking

Known as an inspiring and gently provocative teacher and speaker; creative, straightforward, and highly relevant.

- Congregations and audiences appreciate positive energy, depth of knowledge, fresh perspective, creating a sense of comfort and safety while challenging assumptions, and effective use of humor.
- Consistently receive enthusiastic feedback: "I always get at least one important insight," "This is so much fun."
- Topics have included restorative justice, spirituality and illness, and a variety of social justice issues.

Pastoral care

Career history of recognition for outstanding pastoral care: responsive, comforting, empathic, on target, anticipate needs.

Project management

As a Rabbi, handle a broad variety of complex responsibilities, often with stringent timeframes; consistently achieve high satisfaction among congregants and constituents in the larger community.

Team leadership; fostering connection and collaboration

In all roles, continuously fostered connection and collaboration; created, led, and coached high-performing teams. Excel at fostering creativity and a sense of shared ownership.

- Known at Mt. Holyoke for bringing faculty, students, and administration together in positive and engaging ways.
- Influenced the Beth El Board and Executive Committee to improve productivity (agendas, working committees) and manage conflict productively.

Ms. Ashley Rand
City Clerk
Portland, Maine

May 15, 2025

Dear Ms. Rand,

I am writing to express my interest in serving on the new Ethics Commission. I have recently retired from my position as the Rabbi of Temple Beth El after 30 years (!) and am cautiously looking for new ways to serve the community as well as continue learning. Obviously, ethics and ethical ways of being are central to my belief system. I know from my work on ethics committees in hospital settings (MMC, VA Hospital in Springfield, MA), as well as the many conversations I've had regarding ethical behavior, that the real challenge is when there is not one clear answer but when two (or three or four..) opinions are possible. For that reason, it is crucial to have a diversity of knowledge, expertise and opinions on the committee. I do not claim to have answers; I am usually the one with questions. My favorite Portland committee experience, by far, was when I served on the Homeless Taskforce (years ago) precisely because of the diversity of people and opinions. I learned a lot, and I believe that I was able to contribute, as well.

I realize that this is a new commission, and not everyone on the Council or in the Education Department is in agreement on what or how this commission will work. I think it will be fascinating to be the ground floor of this endeavor. As an aside, I just got off the phone with a friend who told me that she has a friend on the Jacksonville, Florida Ethics Committee!

I have included an old resume, but it has the essential information in it. Regardless of whether you accept me to the commission, I want to laud the Council for setting it up and thank you for this opportunity to apply.

Yours,

Carolyn Braun

Peter Goldman

City of Portland | Generated 5/22/2025 @ 12:00 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Peter Goldman
Application Date 5/16/2025
Expiration Date 5/16/2026
Status Received

Board	Vacancies	Status	Actions
Ethics Commission	7	Pending	☐

Basic Information

Name
Peter Goldman

Contact Information

Address
105 India St., #3
Portland, ME 04101



Additional Information

Notes
What is the Commission's charter?What are the Statutes and Regulations governing its operations?

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PETER GOLDMAN
105 INDIA ST., #3 PORTLAND,
ME 04101

I was trained as a biologist, worked construction while earning a PhD in Hispanic Studies, became a university professor and later a peace officer along the US-Mexico border specializing in cross-border crime and money laundering. I went back to school for a law degree and now practice both commercial and intellectual property law (IP).

My work in commercial law focuses on startups though I work with established businesses too. I try to help entrepreneurs turn good ideas into self-sustaining businesses.

Social justice matters to me. I devote a significant amount of *pro bono* time to these issues, most recently on behalf of survivors of domestic abuse and farmers coping with land contaminated by the “forever chemicals” PFAS and PFOS.

My interests are old books, indigenous woven art from the Southwest, especially Navajo blankets, and from the Northeast, especially Wabanaki baskets. I am an avid cyclist and hiker.

Distinctions (selected)

- Harvard University Frederick Sheldon Fellow
- Guggenheim Fellow
- Former Professor of Honors and Interdisciplinary Studies, Syracuse University

Bilingual Spanish-English

Education, Honors and Awards (Selected)

EDUCATION

- University of Arizona College of Law, J.D.
- Harvard University, Ph.D., Romance Languages and Literatures
- Dartmouth College, A.B., Biology

HONORS AND AWARDS (SELECTED)

- Katahdin Counsel, Maine Justice Foundation
- Fulbright Fellow
- National Endowment for the Humanities, Fellowship
- University Scholar in Literature and History for the Graduate Division, UCLA
- Dartmouth College Reynolds Scholar
- Research Fellow, Dartmouth Medical School

Publications

- Thirty plus essays and two books as well as numerous book reviews. Three of the essays were award winning in international competitions.

Admissions

- States of Maine, Arizona and New York
- United States District Courts of Arizona, Maine and the Eastern and Southern Districts of New York
- United States Courts of Appeals for the Ninth Circuit and the Federal Circuit
- United States Patent and Trademark Office

Practice Areas

- Business and Commercial Law
- Intellectual Property Law
- Vineyard, Brewery and Distillery Law

Professional and Community Activities

- Maine Volunteer Lawyers Project, Portland Domestic Violence Panel
- Maine Center for Entrepreneurs, Mentor
- City of Portland, Clean Elections Review Board, Member
- Maine Initiatives, Proposal Reader
- Casco Bay Bicycle Club, Executive Vice President
- Member of the State Bars of Maine, Arizona and New York

Formerly,

- Judge *pro tem* of the Superior Court, Pima County, Arizona
- Maine Community Law Center, Board of Directors
- Indigo Arts Alliance, Circle of Advisors
- Gallup Intertribal Ceremonial, Judge, Textile Division
- Deferred Action for Childhood Arrivals (DACA), *pro bono* legal and documentation counsel

Contact Information

[REDACTED]

[REDACTED]

PETER GOLDMAN
105 INDIA ST., #3
PORTLAND, ME 04101

I am applying to become a member of the Ethics Commission.

Ethics in civic and political institutions are essential for rational and humane government. Governance should focus on the rule of law and the issues, not on special interests. Ethics promote that focus on good government. Ethical standards and the government's adherence to them foster faith in the governing institutions and trust that those who run these institutions are working for the common good.

To the extent that the Ethics Commission oversees, and thereby ensures, that the City's bodies and personnel maintain standards of ethical conduct in their activities and decisions, the Commission will foster citizens' trust in City government and its institutions. Further, the Commission will help set the policies guiding Portland's governance in future. That is meaningful work and I would embrace it. Moreover, I feel qualified to help ensure the Commission's effectiveness.

What I have written above might seem like platitudes. Nonetheless, the lines above reflect who I am and how I try to operate in my work and in my life.

Respectfully submitted,
s /Peter Goldman/

Jessica Rosenberg

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Status

Name Jessica Rosenberg
Application Date 5/15/2025
Expiration Date 5/15/2026
Status Received

Board	Vacancies	Status	Actions
Portland Housing Authority	0	Pending	☐

Basic Information

Name
Jessica Rosenberg

Contact Information

Address
34 Pleasant Avenue
Portland, ME 04103

Email
[REDACTED]
[REDACTED]

Additional Information

Notes
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JESSICA ROSENBERG

EXPERIENCE

U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF THE ASSISTANT SECRETARY

Washington, DC

Supervisory Senior Advisor

December 2020 – September 2024

- Advised and assisted the General Deputy Assistant Secretary (GDAS) for Public and Indian Housing (PIH) in strategically leading over 1,500 employees across 7 headquarters offices and over 40 field offices administering over \$30 billion in annual funding for Public Housing, Housing Choice Vouchers, and Native American programs.
- Coordinated FY22-26 HUD Strategic Plan's objective *Improving Rental Assistance to Address the Need for Affordable Housing* to improve public housing occupancy, voucher utilization, and inspections; identified risks and needed resources to achieve goals and deadlines; anticipated and resolved barriers to progress; created data-driven progress reports; coordinated over 25 executives and staff across PIH and Multifamily Housing to ensure progress on 18 milestones impacting 7 key performance indicators.
- Coordinated HUD's oversight and support of the New York City Housing Authority (NYCHA) to correct compliance violations outlined in a 2019 settlement agreement related to lead-based paint, heat, mold, elevators, and inspections; facilitated consensus building for key decisions and deliverables; led collaboration with offices across HUD to ensure timely policy decisions and technical assistance to improve health and safety of residents of NYCHA's properties.
- Supervised 4 employees, assigning duties and holding weekly one-on-one check-ins to discuss progress and needed support; offered candid, constructive feedback on quality and timeliness of work products; identified opportunities for problem solving and professional development; conducted performance reviews; led hiring for office.
- Managed high-visibility projects on behalf of the GDAS related to major policy initiatives and management priorities; developed and managed relationships with offices across HUD and external stakeholders on cross-cutting initiatives, policy and federal budget development, program implementation, and resolution of sensitive and controversial issues; developed substantive and procedural solutions for resolving major policy or operational issues.
- Communicated, developed relationships, and convened meetings with high-level officials from Public Housing Agencies (PHAs), state and local governments, and residents living in public housing and other HUD-assisted housing.
- Prepared briefing materials, presentations, and talking points for the GDAS and other senior leaders for internal meetings attended by over 800 employees, external meetings with PHA, industry groups and advocacy organizations, and meetings with Congressional staff; led internal and external communications for the PIH Office of the Assistant Secretary; wrote messages to stakeholders on behalf of the GDAS, including a newsletter distributed to over 3,200 PHAs.
- Researched and wrote memos and briefing materials for the GDAS, HUD Secretary, and Congressional staff, distilling complex information and issues; provided recommendations to resolve policy and operational issues; conducted substantive review of policy notices, Congressional budget proposals, waivers, and other official documents.

U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF PUBLIC HOUSING INVESTMENTS

Washington, DC

Senior Community Investment Specialist & Technical Assistance Director

September 2011 – December 2020

- Managed a nationwide portfolio of \$30 million Choice Neighborhoods grants to redevelop distressed public housing and HUD-assisted housing, revitalize the surrounding neighborhoods, and improve employment, education, and health opportunities and outcomes among residents.
- Led and managed interdisciplinary teams of HUD headquarters and field office staff to ensure timely review and approval of complex grant deliverables; built trusting relationships and convened meetings with local resident groups, high-level officials, executives, and frontline staff from PHAs, nonprofit affordable housing owners, housing developers, local governments, school districts, service providers, and community-based organizations.
- Advised grantees and their partners in interpreting HUD rules and regulations to develop and carry out complex plans for the revitalization of distressed housing, mixed-income housing development, resident services, eviction prevention, responsible relocation, and community and economic development projects; helped grantees navigate HUD's notices, guidance, and approval processes for demolition, disposition, mixed-finance development, RAD conversions, environmental reviews, project-based vouchers, and tenant protection vouchers; advised grantees on effective resident services in the areas of employment, education, health, case management, and relocation; shared evidence-based and promising practices, including lessons from HUD's Jobs Plus, FSS, ROSS, and Section 3 programs.
- Built the Choice Neighborhoods technical assistance strategy from the ground up; established strategic plan and vision to increase the capacity of grantees, address local challenges, promote local innovations, share promising practices, and inform federal policy; managed \$600,000 annual technical assistance budget; led and supervised a team of 5 staff and contractors who regularly contributed to TA activities; provided direction, support, and substantive feedback to staff and contractors, including nationally recognized experts hired as consultants and trainers.
- Led development and execution of 3 conferences with over 50 speakers and 250 participants, 10 trainings with over 50 participants, 20 direct technical assistance engagements, 10 publications examining promising practices; and a monthly

newsletter with over 5,000 subscribers; prepared conference talking points for HUD officials, including the Secretary and Assistant Secretary; assessed quality and impact of TA activities and products for continuous improvement; made recommendations for program and policy improvements based on results of TA.

- Contributed to the design of the program's data tracking and reporting system; conducted analysis of quarterly and annual performance data to evaluate grant-level and program-level progress, such as wage income, job training completions, and job placements, to assess the quality of economic mobility services and partnerships; proactively detected and investigated challenges based on performance data; proposed creative solutions to challenges impeding local progress.
- Prepared briefing materials and memos for HUD senior management and high-level local officials; prepared agendas and talking points for high-level meetings to resolve major conflicts or address poor performance; prepared recommendations for policy decisions, such as responses to requests for major changes to approved plans or significant challenges meeting established goals; created written guidance and procedures to communicate policy decisions, ensure consistency, and promote program improvement.

U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF PUBLIC HOUSING INVESTMENTS

Washington, DC

Presidential Management Fellow, Community and Supportive Services Specialist

August 2009 – August 2011

- Selected as member of the start-up team charged with creating HUD's Choice Neighborhoods program; wrote and incorporated policy decisions into first Choice Neighborhoods Notice of Funding Availability; responded to Congressional inquiries and draft authorizing legislation.
- Represented HUD on subcommittees of the White House Neighborhood Revitalization Initiative, resulting in common language and preference points in funding announcements, shared performance metrics, joint grant management, and technical assistance across multiple federal programs, including Choice Neighborhoods.
- Formalized and led federal interagency collaboration between Department of Labor and HUD to increase partnerships between local PHAs and Workforce Investment Boards; facilitated quarterly meetings with representatives from across DOL and HUD; shepherded joint projects, including a publication and webinar that drew over 400 participants.
- Managed a portfolio of Community and Supportive Services (CSS) programs administered by PHAs as part of \$20 million HOPE VI public housing revitalization grants; assessed the effectiveness of employment, education, health, case management, relocation, resident engagement, and partner engagement strategies; offered technical assistance through site visits, progress calls, performance data reviews, and annual plan reviews.
- Analyzed performance data to identify nationwide trends, detect local challenges, and track the performance of HOPE VI CSS programs; conducted targeted compliance and performance assessments of PHAs; presented actionable recommendations for program improvements.
- Applied and helped grantees navigate rules and regulations, statutes, legal opinions, and other controlling documents pertaining to HOPE VI and other HUD programs.

GOOD NEIGHBORHOODS TECHNICAL ASSISTANCE CENTER, UNIVERSITY OF MICHIGAN

Detroit, MI

Technical Assistance Community Liaison

September 2007 – December 2008

- Provided community-based technical assistance in one of six low-income neighborhoods targeted by the Skillman Foundation's Good Neighborhoods initiative, a 10-year \$100 million comprehensive community change effort.
- Consulted and collaborated with community leaders, groups, and organizations to build participation for public safety and education action teams and to develop action plans with long- and short-term objectives, progress reports presented at large community meetings, and early action grant proposals.
- Analyzed documentation of initial phase of foundation's investment and contributed to a retrospective evaluation to inform initiative's implementation phase; made policy and initiative design recommendations based on analysis of recruitment, participation, baseline data, and results of early action planning.
- Created and facilitated the Good Neighborhoods Photovoice project, which increased summer employment and civic engagement among 32 youth participants.

PREBLE STREET TEEN CENTER FOR HOMELESS YOUTH

Portland, ME

Team Leader and Case Manager

June 2003 – April 2006

- Supervised and trained a team of 8 case managers to house and improve the quality of life of more than 400 homeless and street-involved youth each year; coordinated information sharing, referrals, and crisis intervention with four, co-located partner organizations offering housing, education, employment, health, and mental health services; delivered intensive case management to a caseload of 35 youth.
- Developed and demonstrated expertise in HUD housing programs as member of local interagency committee responsible for reviewing applications to tenant-based rental assistance voucher programs, such as Shelter Plus Care.
- Improved procedures and policies to increase the safety of street-involved youth in state custody or at risk of state intervention as liaison to the State of Maine's Department of Health and Human Services.
- Established relationships and communication protocols with community police, local businesses, and neighborhood associations to address complaints regarding the presence of street-involved youth in the city's commercial and residential districts; built relationships with disconnected homeless youth and service providers by conducting outreach at shelters, soup kitchens, jails, campsites, and on the streets.

EDUCATION

UNIVERSITY OF MICHIGAN Ann Arbor, MI

Master of Public Policy, Gerald R. Ford School of Public Policy *Edward M. Gramlich Fellowship*

Master of Social Work, School of Social Work *Community-Based Initiative Fellowship*

Student Advisory Board, Nonprofit and Public Management Center

BROWN UNIVERSITY Providence, RI

Bachelor of Arts, History, *magna cum laude*, Phi Beta Kappa

Social Studies teacher certification through the Undergraduate Teacher Education Program

OTHER SKILLS

- **Leadership:** Franklin Covey Leadership Journey Program
- **Performance measurement and management:** Results Based Accountability Training for Trainers/Coaches
- **Contracting:** Expertise in government contracts and cooperative agreements

JESSICA ROSENBERG

May 12, 2025

Mr. Brian Frost
Executive Director
Portland Housing Authority
970 Baxter Boulevard
Portland, ME 04103

Dear Ms. Frost,

I am writing to express my interest in serving on the Portland Housing Authority Board of Commissioners. You and I met in July 2023 when Richard Monocchio, then HUD Principal Deputy Assistant Secretary for Public and Indian Housing, visited Maine. It was wonderful to tour Front Street and learn more about PHA's affordable housing development and resident services. After a 15-year career at HUD in Washington, DC, I recently returned Portland. Joining the Board would be such an exciting way to make a meaningful difference in my community.

My experience is a great match for helping to advance PHA's strategic vision as a Board member. As my resume outlines, I have extensive experience managing complex projects, building cross-cutting collaborations, and increasing the capacity of frontline organizations through technical assistance – all in the context of expanding access to high-quality affordable housing enriched with resident services and opportunities that enhance residents' quality of life. I also have expertise in a wide range of HUD policies and programs, including public housing, vouchers, inspections, housing authority operations, capital funding, redevelopment, and resident services.

Most recently, I served as senior advisor to the head career executive of HUD's Office of Public and Indian Housing. In this role, I managed high-visibility projects related to major policy and management priorities. For example, I led over 25 executives and staff across HUD in developing and making progress on HUD's Strategic Plan to increase public housing occupancy, voucher utilization, and inspections. As part of this effort, I facilitated productive conversations with housing authority and industry group executives to identify best practices, challenges, and solutions. As senior advisor, I prepared briefing materials on complex, sensitive issues for HUD leadership and Congressional staff. I also expanded my knowledge of a wide range of HUD policies and programs by substantively reviewing notices, budget proposals, waivers, and other official documents.

As Technical Assistance Director and Senior Community Investment Specialist for HUD's Choice Neighborhoods program, I partnered with housing authorities across the country to redevelop distressed public housing, revitalize the surrounding neighborhoods, and improve employment, education, and health opportunities and outcomes among residents. As a result, I have a strong understanding of the work of frontline housing authority staff, local government officials, developers, and service providers. I also have had the privilege of engaging with residents and resident leaders – through site visits, community meetings, conferences, and technical assistance engagements – who have shared their experiences and what matters most to them.

I hope to have the opportunity to bring my experience, expertise, and passion for affordable housing to the PHA Board. Thank you very much for your consideration. I look forward to hearing from you.

Sincerely,



Jessica Rosenberg

Beth Rabbitt, Ed.L.D.
103 Roaring Brook Rd
Portland, ME 04103



April 4, 2025

Dear Members of the Nominating Committee,

I am writing to respectfully request reappointment to the Portland Parks Commission. It has been a privilege to serve as a member since June 2021, and as Commission Chair over the past year. My current term concludes in June 2025, and I am eager to continue contributing to the stewardship and enhancement of Portland's parks and open spaces.

During my time on the Commission, I have worked closely with City staff, fellow Commissioners, and community members to uphold our mission—to advocate for public access and enjoyment of our parks, foster collaboration, and recommend thoughtful action on proposed projects. I am particularly proud of our efforts to center equity, expand community engagement, and support sustainable investment in our parks system.

I am committed to continuing this work and would be honored to serve another term. Thank you for your consideration. I have attached my resume to support my re-application.

Warm regards,

A handwritten signature in black ink, appearing to read "Beth Rabbitt".

Beth Rabbitt, Ed.L.D.

103 Roaring Brook Rd
Portland, ME 04103

Recent Professional Experience

The Learning Accelerator (TLA) / Chief Executive Officer
2016- PRESENT, CEO; APRIL 2013 - 2016, Partner; NATIONAL (U.S.)

Leader of national nonprofit accelerating transformation of K-12 schooling.

- Managed strategic and operational turnaround of nonprofit, establishing the organization as a leading informer/influencer of policy and action.
- Raised over \$25mm in philanthropic and fee-based revenue, supporting direct mission activities and pass-through grants to other education organizations, catalytically growing impact.
- Built a diversified business model, launching targeted consulting, research, and advising program services for other nonprofits, local, regional, and state agencies, philanthropies, education technology, and professional service companies.
- Spearheaded design, development, and growth of direct-to-educator products and resources reaching over 8mm users annually with free and open tools.
- Conducted and led research teams to develop original, mixed methods research and through-leadership projects, disseminated widely via and cited by numerous publications and organizations, including the U.S. Federal Register.
- Advised national and local education initiatives on a broad range of topics, including artificial intelligence, education technology, market strategies, quality improvement, innovative teaching and learning approaches, adult professional development, etc.
- Invited speaker at numerous conferences and convenings, including SXSWedu, ASU-GSV, Aurora Symposium, Harvard University, ISTE, etc.
- Successfully navigated significant market instabilities while achieving growth and revenue goals, high stakeholder ratings, and within alignment to values.

As a Partner (prior to 2016), led national research on technology-supported models of teaching and learning and developed and executed a national professional learning strategy to launch free and open training for teachers and leaders.

Touchstone Education / Director of Human Capital, Doctoral Resident
JUNE 2012 - APRIL 2013; NEWARK, NJ

As a member of a new charter school start-up team, developed talent systems to support the launch of a blended learning school system. Completed original doctoral research on competency-based teacher development models for innovative schools.

Harvard University / Founding Innovation Lab Fellow, Program Director
SEPTEMBER 2010 - JULY 2012; CAMBRIDGE, MA

Launched a new initiative at Harvard University to foster social entrepreneurship across institutions, leading to new permanent funding and ongoing programs.

Education Resource Strategies / Summer Associate, Consultant
JUNE 2011 - APRIL 2012; WATERTOWN, MA

Consulted with school systems on strategic resource allocation and school turnaround strategies.

NewSchools Venture Fund / Associate Partner

AUGUST 2006 - JUNE 2010; BOSTON, MA

Provided philanthropic support and management assistance to education entrepreneurs, including emerging charter school systems, technologists, and support organizations.

Education

Harvard Graduate School of Education / Ed.L.D, Doctor of Education Leadership

AUGUST 2010 - MAY 2013, CAMBRIDGE, MA USA

Gant Family Foundation Fellow; Teaching Fellow (Entrepreneurship in Education)

Dartmouth College / B.A., Psychology and Brain Sciences

SEPTEMBER 2000 - JUNE 2004, HANOVER, NH USA

Cum Laude/Highest Departmental Honors; Presidential Scholar; Class of '61 Research Fellow; Sigma Xi Science Honors; Benjamin Banneker '69 Award; Nickerson '64 Psychology Prize

Fellowships

Joyful Impact Accelerator Fellow, Cohort 5 (2024-Present)

Pahara-Aspen Education Fellow, Cohort 25 (2020- Present)

Aspen Global Leaders Network (2020-Present)

New Profit Social Entrepreneur (2017-2021); Venture Alumni (2021- Present)

**Service and
Appointments**

Portland Parks Conservancy Board Member (2025-Present)

Portland Parks Commissioner Chairperson (2024-Present); Vice Chair (2023-2024) ;
Commission Member (2021-2023)

GiveThx Board Member (2021- Present)

Catalyst:Education Board Member (2018- Present)

Innovate EDU Board Member (2017-2023)

Highlander Institute Board Member (2016-2021)

UNOW Day Nursery School Trustee (2014-2017)

Scholar Academies Trustee (2010-2016)

Betsy Bevis

City of Portland | Generated 4/30/2025 @ 10:53 am by OnBoardGOV - Powered by ClerkBase

Status

Name Betsy Bevis
Application Date 3/31/2025
Expiration Date 3/31/2026
Status Received

Board	Vacancies	Status	Actions
Clean Elections Review Board	0	Pending	☐

Basic Information

Name
Betsy Bevis

Contact Information

Address
20 Dow St
Apt 3
Portland, ME 04102



Additional Information

Notes

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BETSY BEVIS-SMITH

CAMPAIGN STRATEGIST

CONTACT



Portland, ME

SKILLS

- Grassroots Organizing
- Issue Campaign Management
- Field Strategy
- Communications Strategy
- Coalition Management
- Volunteer Management
- Digital Advocacy
- Legislative Strategy / Lobbying
- Content Creation
- Digital Fundraising
- Organic / Paid Social Media

TOOLS

- ActionKit
- PhoneBurner / Phone2Action
- Spoke / Hustle
- NGPVAN / EveryAction
- NationBuilder
- Facebook Ads Manager
- Google Ads & Analytics
- Basis DSP
- WordPress
- New/Mode

EDUCATION

THE MANAGEMENT CENTER

- Managing to Change the World

BAYLOR UNIVERSITY

- Social Work MSW

UNIVERSITY OF ARKANSAS

- Psych and Anthropology, BS

WORK EXPERIENCE

350.org

Global Engagement Strategist

Feb 2023-Present

Senior Digital Engagement Specialist

Jan 2022-Feb 2023

- Manage regional teams' digital and field campaign strategies and develop reports on campaign performance, highlighting high-performing campaigns and opportunities for improvement on a quarterly and yearly basis - most recently resulting in 2% global list growth and an 81% member action rate.
- Manage coordination across digital organizing, campaign, and regional teams to ensure that paid and email campaign efforts are transparent internally for collaboration and strategically featured across external channels.
- Execute paid ads, email and asset development for regional and global campaigns, including creating social media graphics boiling down complex issues and working with vendors to create high-impact graphics, such as Earth Day campaign stickers that resulted in over \$157k in small donor giving.

Independent Consultant

Political & Digital Strategy Consultant

July 2020-Present

- Clients Include: Freedom House, BerlinRosen, Shannon Hoffman for Denver City Council, Sims for Portland School Board, States United Democracy Center, GLSEN, Rockefeller Foundation, Texas Civil Rights Project, NYC Arts in Education Roundtable, One Fair Wage, Environmental Defense Fund
- As a strategic consultant, I help clients develop cross-platform high-impact strategy for digital and grassroots campaigns while assisting with management of day-to-day tasks and overall project and campaign management. Notable projects include leading the TCRP team in ensuring their digital and field strategies served the overarching legislative strategy goals for the 2021 session, organizing 20,000+ One Fair Wage worker-members across twenty-two states to take political action through an integrated digital and grassroots organizing campaign, and managing the email program for 2022's Freedom on the Net Report Launch.

Yes on Amendment 73

Field Director

August 2018-November 2018

- Spearheaded the petition gathering efforts for the first constitutional amendment effort in Colorado to successfully make the ballot through volunteer signatures hitting 180,000 signatures statewide including the required threshold of signatures from 2% of voters from each Senate district.
- Created systems and materials for volunteers to text over 750,000 voters, make over 125,000 calls, and drop 50,000 pieces of lit and trained over 150 advocates to hold field and policy trainings across the state.
- Managed 30 field teams in every Senate district, focusing on individual community needs for education and GOTV efforts.

Great Education Colorado

Political & Organizing Director

Jan 2019-Jan 2021

Outreach Director

April 2017-Jan 2019

- Resulting in over 75,000 volunteer signatures, led the Fair Tax Colorado ballot initiative signature collection in 2020, creating digital organizing strategies and systems to engage volunteers during COVID-19 shutdown.
- Facilitated monthly meetings and led the policy and outreach committees of a statewide coalition between 28+ partner organizations resulting in the development and running of three statewide citizen-led ballot measure campaigns.
- Reached 550,000+ voters through targeted texting campaigns, 300,000+ through digital advocacy, and over 2 million voters through targeted digital ads in 2019 for Prop CC by managing volunteer teams, coordinating with vendors, and developing and managing a budget of \$200k for field and digital efforts.
- Increased rural school funding by \$5 million, secured a referred measure to the ballot to increase funding for education, and lobbied an additional \$100 million of education funding through strategic lobbying, grassroots activism, and coordinating an annual lobby day at the Colorado State Capitol.

BETSY BEVIS-SMITH

CAMPAIGN STRATEGIST



My interest in joining the Portland Clean Elections Review Board is simple: I passionately believe in fair campaigns free of dirty, outside funding. Too often in previous campaigns I've worked on, I've seen dark money be the reason candidates and ballot questions go a different direction than what the public may have wanted if outside money wasn't involved. The fact that Portland even has a Clean Elections Fund is incredible, and I'd love to help make it as strong as possible.

I believe that I could bring some good perspective to this role. I've volunteered with local campaigns in Portland (specifically some Clean Elections candidates), but have also worked on statewide campaigns across the country. I have worked directly with Secretaries of State in various states on compliance issues, campaign funding visibility, and petition gathering, which allows me to understand how to navigate the election process. The balance between understanding the current Maine elections landscape while being able to bring in expertise from other states through my professional career could be a value add for compliance and implementation of the Clean Elections process.

While I get to work on campaigns on a broader scale outside of Maine, I don't have any professional ties to working on Maine campaigns which means that I'll be bringing expertise without a conflict of interest. On top of all of this, going on four years as a Portland resident, it's past time that I get more involved and start volunteering my time and expertise in a more formal manner. Thanks so much for your time and consideration, I hope to join you in this important work!

Claire Maurer

City of Portland | Generated 4/30/2025 @ 10:43 am by OnBoardGOV - Powered by ClerkBase

Status

Name Claire Maurer
Application Date 3/25/2025
Expiration Date 3/25/2026
Status Received

Board	Vacancies	Status	Actions
CDBG (Annual Allocation Committee	1	Pending	☐

Basic Information

Name
Claire Maurer

Contact Information

Address
65 George Street
Portland, ME 04103

Email
[Redacted]
[Redacted]
[Redacted]

Additional Information

Notes
Generated 4/30/2025 @ 10:43 am

EDUCATION

Northeastern University (The Roux Institute), Portland, ME– Masters in Analytics

Whitman College, Walla Walla, WA — Bachelor of Arts, Politics Major

DIS Copenhagen– Urban Design

QUALIFICATIONS

Technical Expertise– R, SQL, Python, Looker, PowerBI

Digital Design–Microsoft suite, Google Suite, Indesign, Figma, Sketch, WordPress

Communication– Writing, in-depth customer research interviews, data storytelling

RELEVANT ACADEMIC WORK

Airbnb Name Optimization: Developed machine learning algorithm to show words that show listing title words that had highest listing prices in NYC.

Destination Suggestion Database: Developed a mock database to suggest travel destinations based on preferences such as weather, hotels, flight options and activities.

Key Courses: Python and Analytics Systems Technology, Data Mining Applications, Foundations of Project Management, Communication and Visualization for Data Analytics, Communication Skills for Project Managers.

RELEVANT EXPERIENCE

Coastal Enterprises Institute, Data Fellow

September 2024 - Present

- Assisting to report and communicate the performance of a \$65 million loan portfolio to federal agencies, banks and other partners.
- Led evaluation and redesign of the microloan program. Analyzing success and impact of 350+ microloans and making data driven recommendations to improve the impact and accessibility of the program.

Blaze Partners, Analyst Specialist (Temporary, Contract)

May 2024 - September

- Led the transfer of 40 clients data to a secure database system while client communication, logistics and configuring the data to ensure the best usability.
- Responsible for monthly and quarterly reporting for 20+ clients to communicate media performance, suggest campaign changes and manage optimizations. .

WaveWise, LLC, Aquaculture Device Manufacturing, Co-Founder & COO

May 2023 - Present

- Selected for the Prestigious Sherman Center Venture Co-op to support my work on WaveWise Jan-June 2024.
- Spearheaded a blue-tech venture that seamlessly integrates modern technology with aquaculture operations. We offer real time monitoring and control through our mechanical and software technology .
- Led operations to secure \$80k in non-dilutive funding within the first 6 months of incorporation.

Blank Street, Brooklyn, NY— Expansion Operations Associate,

March 2022-July 2022

- Managed inventory and outlined logistics, plans, and standard operating procedures to execute openings for 25 new locations. Used this experience to create the standard operating procedures to open new stores across all new markets.
- Set up a warehouse and the tracking and inventory systems to monitor stock for the equipment and materials.
- Marketing in local neighborhoods

Skida, Burlington, VT— Community Coordinator and Shop Manager,

November 2021-March 2022

- Coordinate event schedule and brand ambassador program in order to expand the market in Jackson, WY.
- Manage the retail experience, merchandise inventory and display in a seasonal pop-up storefront in Jackson, WY.

Seal Rock Kitchen, Portland, ME — Co-Founder, Cook,

May-October 2020

- Co-founded profitable meal delivery service to a local area managing logistics from supplies to deliveries and designing and cooking seasonal menus.
 - Created operational plans and financial structures to measure growth and make smart investments that resulted in faster returns.
-

VOLUNTEER EXPERIENCE

Girls On The Run, Portland, ME — Coach, 2022-2025

Whitman Wire, Walla Walla, WA — Opinion Writer, Production Associate, 2017-2021

Emergency Medical Technician— Missoula, MT, 2019

Whitman College Outing Program— Head Trip leader, January 2018-May 2021

I am excited to apply for a position on the Community Development Block Grant (CDBG) Annual Allocation Committee in Portland, Maine. With a strong background in data analysis, community-focused financial initiatives, and impact-driven decision-making, I am eager to contribute to the fair and effective allocation of CDBG resources in order to maximize impact.

In my role as a Data Fellow at Coastal Enterprises Institute (CEI), I analyzed and reported on a \$65 million loan portfolio, helping to communicate its performance to federal agencies, banks, and other key stakeholders. A key project I led was the evaluation and redesign of CEI's microloan program. By assessing the success and impact of over 350 microloans, I provided data-driven recommendations to improve accessibility and enhance economic opportunities for small business owners and entrepreneurs. This experience has strengthened my ability to assess funding applications, measure program effectiveness, and ensure resources are distributed equitably to maximize community benefit.

Beyond my analytical expertise, my career has been shaped by a commitment to community development and strategic resource management. I have worked on electoral campaigns and helped secure \$80,000 in grant funding for an aquaculture initiative. These experiences have honed my ability to balance quantitative evaluation with qualitative community impact—skills that align with the responsibilities of the CDBG Allocation Committee.

I would welcome the opportunity to bring my experience in analysis and program evaluation to this role. Thank you for your time and consideration, and I look forward to the possibility of contributing to Portland's equitable and strategic development efforts.

Sincerely,
Claire Maurer

Donna Gartland

City of Portland | Generated 5/22/2025 @ 11:28 am by OnBoardGOV - Powered by ClerkBase

Status

Name Donna Gartland
Application Date 5/1/2025
Expiration Date 5/1/2026
Status Received

Board	Vacancies	Status	Actions
Parks Commission	1	Pending	☐

Basic Information

Name
Donna Gartland

Contact Information

Address
18 Fox Street
Portland, ME 04101

Email
[Redacted]
[Redacted]
[Redacted]

Additional Information

Notes
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DONNA GARTLAND, RN, MSN

SUMMARY

Nurse Practitioner with proven clinical quality improvement experience. Relishing the opportunity to lead clinical operations with a focus on patient activation and patient education to achieve best patient outcomes and organizational performance goals. Seeking to continuously educate myself and my colleagues on evidence-based clinical knowledge for the benefit of patients.

PROFESSIONAL EXPERIENCE

2021 – present

The Opportunity Alliance

South Portland, ME

VICE PRESIDENT CONTINUOUS QUALITY IMPROVEMENT

- Lead Agency quality and compliance functions as a member of the Senior Leadership Team including Board of Directors collaboration as needed.
- Drive new program development and design.
- Assess and support program growth and implementation in alignment with agency mission and values.

SENIOR DIRECTOR QUALITY IMPROVEMENT

- Oversee the Agency quality assurance, licensing and compliance, accreditation and quality improvement functions. For example, collaborate with program leads to ensure compliance with Department of Health and Human Services requirements. For example, lead the organizational effort to maintain Council on Accreditation standards.
- Guide direct reports in support of department functions including clinical record review audits and Agency system for client record management and record request response.
- Steer the team tasked with implementation and maintenance of Agency electronic health record.
- Collaborates with Agency Senior Leadership to develop systems and processes in support of continuous quality improvement including analysis of program outcome indicators.

2018 – 2021

Health Dialog

Portland, ME

DIRECTOR CLINICAL QUALITY and ACCREDITATION

- Develop and maintain organizational quality monitoring and improvement approaches including Quality Committee management. For example, inspired the use of Lean/A3 approach to quality improvement projects.

- Lead organizational accreditation and certification efforts across the spectrum from scoping potential new accreditations and launching new efforts to maintaining existing accreditations. For example, earned new URAC Health Call Center accreditation in 2019.
- Guide direct reports managing organizational clinical integrity and member feedback functions.
- Member of Health Dialog Compliance Committee to review potential business impacts and to support the implementation of the organizational compliance program.

2016 – 2018

Martin's Point Health Care

Portland, ME

CLINICAL INTEGRATION MANAGER

- Continuously evaluate current clinical evidence base in order to define barriers and opportunities for optimal clinical care pathways. For example, USPSTF adult wellness guidelines and intersecting HEDIS clinical quality measures assessment.
- Collaborate on design and implementation of clinical programs intended to improve patient experience, improve patient outcomes, and reduce medical expense. For example, project management of Integrated Care Connection (ICC) pilot and transition to high risk patient care management program.
- Implement clinical programs and standard work across seven Delivery System practices maintaining core components as well as tailoring specific workflows for each practice as needed. For example, diabetes clinical protocol and Clinical Support workflows in EHR.
- Support development and implementation of Clinical Support training and competencies in pursuit of best in class staff to support evidence-based care delivery. For example, launch of Clinical Quality Specialist role and priority work setting within Delivery System.

2011 – 2016

Martin's Point Health Care

Portland, ME

CLINICAL QUALITY PROGRAM MANAGER

- Prod the development of clinical pathways to promote best in class clinical quality performance by communicating, interpreting, and translating provider workflows into IT systems used to: (1) document patient-provider interactions; (2) produce aggregate clinical quality measure performance that adheres to technical specifications. This resulted in adding structure to EHR to allow all front-line delivery system staff to participate in quality improvement initiatives.
- Lead implementation and integration of quality improvement efforts by collaboratively determining achievable incremental targets with local leadership. This resulted in, for example, meeting NCQA Patient Centered Medical Home deliverables.
- Research and recommend clinical quality measures of importance to the nine primary care practices as well as health plan products at Martin's Point Health Care. Research Payer initiatives and Quality Improvement Recognition opportunities for senior leadership to influence Martin's Point Health Care's clinical quality improvement vision. Administer, monitor and communicate results of Delivery System quality improvement initiatives. This contributed to the selection of optimal diabetes management as an organizational

strategic initiative.

- Facilitated health plan accreditation gap assessment, consultant selection process, and strategic planning for of NCQA Health Plan Accreditation processes. Contributed to the collaborative team-based health plan accreditation implementation plan. This contributed to the achieving Excellent NCQA Health Plan accreditation including CMS 5 Star status.
- Founding member of Martin's Point Health Care Trust Advisory Team; navigated development of cultural support systems to foster best in class employee and customer experience. This contributed to strengthening employee contribution to achievement of organizational strategic initiatives.

2006 – 2011

Health Dialog

Portland, ME

QUALITY AND ACCREDITATION MANAGER

- Promoted clinical quality and effectiveness of Health Dialog product offerings, especially related to Health Coaching. Sample projects include:
 - (1) development of Training and Evaluation Plan for clinical tool and related learning resources used by nurses to coach members with chronic conditions
 - (2) development of an initiative to study the effectiveness of provider-focused asthma materials;
 - (3) translation of a manual nurse call monitoring system to use of vendor's Quality Monitoring system; and
 - (4) development of product focused on seniors as a member of design team representing clinical quality.
- Led Health Dialog's NCQA re-accreditation process for Disease Management standards and spearheaded certification for Health Information Line and Health Risk Assessment standards. This resulted in the ability for Health Dialog to demonstrate value to clients and to accept delegation for relevant NCQA standards.
- Explored potential additional accreditation and certification offerings as client demand surfaced by investigating requirements and assessing against Health Dialog's product and service offerings. This resulted in an informed "go/no-go" decision making process by Health Dialog senior leadership.
- Supported Health Dialog's corporate quality efforts, especially as related to relevant NCQA standards. This resulted in enhanced depth of analysis of quality indicators, especially related to member satisfaction, provider satisfaction, and outreach and service to Non-English-speaking members.

2002 - 2006

HEALTH COACH, HEALTH COACH RESOURCE, COMMUNITY LEADER

- Lead a team of nurse Health Coaches to participate in relevant conversations with Health Dialog members at an efficient pace. This resulted in a satisfied and motivated team of Health Coaches performing at or above call quality and call productivity standards.

- Communicated with members regarding their health care decisions using the theories of Shared Decision Making; certified in SDM in 2004. This resulted in promoting values-based decisions by informed members.
- Educated staff through assisting with Orientation, Mentoring, and acting as a resource for Health Coaches. This resulted in the development of Health Coach Peers steeped in Health Dialog's Health Coaching Model.
- Participated in the Quality Assurance process through call monitoring. This resulted in defining and developing the Health Coaching Model as well as inspiring individual Health Coach practice.
- Health Coach representative for collaborative Building the Bridge brainstorming sessions between Health Coaching Service Delivery and Health Dialog Analytic Services. This resulted in a shared understanding of the end to end processes for identifying, outreaching to, and communicating with high risk members.

2001 – 2002 **Public Health Resource Group** Portland, ME

CLINICAL RESEARCH ASSOCIATE

- Evidence-based research for hospital service line planning. This resulted in the completion of a proposal for appropriately expanding cardiac services in a Maine-based hospital system.
- RFP development. This resulted in obtaining new consulting business.
- Coordination of research publications.

1994 - 1997 **Brigham & Women's Hospital** Boston, MA

ENDPOINTS COORDINATOR

- Responsible for investigating specific cancer and cardiovascular outcomes of a national primary prevention trial assessing efficacy of aspirin and vitamin E use in women, The Women's Health Study.
- Hired, trained, and supervised research assistants to communicate over the phone with study participants and review medical records for classification of endpoint diagnosis for physician review.
- Problem-solved with systems analysts and research staff in preparation for statistical analysis of research data and presentation to Internal Review Board.
- Navigated Endpoints Unit to improved efficiency despite low staff morale related to staff layoffs.



CLINICAL EXPERIENCE

2001– 2002 **Maine Medical Center** Portland, ME

REGISTERED NURSE

- Provided direct clinical care on the Nephrology and Urology Unit, including care for patients in MMC's kidney transplant program
- Coordinated care with Dialysis Unit and others within the hospital, especially while acting as Charge Nurse.

2000 **Martha Eliot Community Health Center** Boston, MA

REGISTERED NURSE

- Triage patients and provided managerial support in a predominantly Spanish-speaking community health center
- Coordinated referrals and prescriptions for individual patients.

2000 **Koshy and Associates** Peabody, MA

NURSE PRACTITIONER

- Provided primary care in a private practice of four physicians.
- Assessed the clinical needs of practice-associated nursing home residents during on-site visits.

1998-2000 **Cedar's Nursing Care Center** Portland, ME

REGISTERED NURSE

- Provided direct clinical care in the Skilled Nursing Unit of a Nursing Facility.
- Coordinated transition from skilled rehabilitation to home and other settings especially while acting as Charge Nurse.

EDUCATION

1997 - 2000 **University of Southern Maine** Portland, ME

Masters of Science in Nursing

- Certified Adult Nurse Practitioner 2000.
- Clinical training predominantly in primary care settings in Lawrence, Massachusetts serving Spanish speaking patients.
- Research Assistant to Professor Jan Thompson with focus on literature review for planned addition to Honor's Department curriculum on Border Theory.

1989 - 1993 **University of Massachusetts** Amherst, MA

Bachelor of Business Administration

- Major in Marketing.
- Minor in History.

SPECIAL SKILLS AND COMMUNITY ACITIVITIES

- Completed graduate level Biostatistics Course at the University of New England in 2009.
- Steering Committee Member for Portland Children's Film Festival 2012 - 2019.
- Representative to Portland High School Athletics Boosters.
- Lived and worked in Aspen, Colorado from 1993 to 1994.
- Former volunteer for Refugee Resettlement Program through Catholic Charities of Maine.

CONTACT

- 18 Fox Street, Portland, ME 04101

█ [REDACTED]

█ [REDACTED]

[REDACTED]

█

City of Portland Maine
389 Congress Street
Portland, ME 04101

Donna Gartland
18 Fox Street
Portland, ME

May 1, 2025

Greetings,

My term on the Parks Commission is coming to a close and I am hoping to continue to serve. If it is an option, I would like to be considered for a one year term.

I have enjoyed being a Parks Commissioner for the past three years. A highlight has been helping to organize the annual Greenspace Gathering event including strategizing about how to update and adapt that gathering to best fit the needs of the City of Portland Parks staff and the broader community. I would welcome the opportunity to continue to participate in the Parks Commission activities and contribute to future efforts.

Please let me know if you have any questions or suggestions.

With thanks,
Donna

Special Projects Director Jaime O'Connell Parker

City of Portland | Generated 5/22/2025 @ 11:59 am by OnBoardGOV - Powered by ClerkBase

Status

Name Special Projects Director Jaime O'Connell Parker
Application Date 5/16/2025
Expiration Date 5/16/2026
Status Received

Board	Vacancies	Status	Actions
Parks Commission	1	Pending	☐

Basic Information

Name
Special Projects Director Jaime O'Connell Parker

Contact Information

Address
30 Dalton St.
Portland, ME 04103



Additional Information

Notes

Generated 5/22/2025 @ 11:59 am

Jaime Parker
30 Dalton Street
Portland, ME 04103

Objective: To work towards strengthening communities through construction of trails and pedestrian infrastructure, and to engage in planning for balanced transportation networks.

Achievements: Design and construction of numerous trail systems, schoolground greening projects, community garden installations, and community parks in greater Portland

Served on several transportation and planning committees for Portland Trails, and as a citizen

Served as President of Munjoy Hill Neighborhood Organization

Worked with city staff, elected officials, developers, citizens and designers to include trails and transportation plans in residential and commercial developments throughout the Portland area

Work History:

2004 to present	Special Projects Director, Portland Trails Portland, ME	2004 to present
2001 to present	Owner, builder, designer Jaime Parker Contracting Portland, ME	2001 to present
1998 to present	Owner, Builder Moosetop Solar Collective Albany TWP, ME	1998 to present
1995 to 2001	Landscape Contractor Crosswater Landscaping Martha's Vineyard, MA	1995 to 2001

Education: BS Natural Resource Studies
1995 University of Massachusetts
Amherst, MA

pending	Certificate Program Community Planning and Development University of Southern Maine
References:	Available upon request

May 16, 2025

To:

City Clerk
Portland, Maine

From: Jaime Parker

30 Dalton Street
Portland, Maine 04103

To Whom it may concern;

I am writing to express my desire to serve another term on the Parks Commission for the City of Portland, to fill the position of Portland Trails representative.

Please find my attached resume, and feel free to contact me with any questions, or to schedule an interview.

My best,

Jaime

Jaime Parker

[REDACTED]

[REDACTED]

Jennifer Warren Goodwin

City of Portland | Generated 4/30/2025 @ 10:48 am by OnBoardGOV - Powered by ClerkBase

Status

Name Jennifer Warren Goodwin
Application Date 3/27/2025
Expiration Date 3/27/2026
Status Received

Board	Vacancies	Status	Actions
Ethics Commission	7	Pending	☐

Basic Information

Name
Jennifer Warren Goodwin

Contact Information

Address
75 Granite st
Portland, ME 04102



Additional Information

Notes
Generated 4/30/2025 @ 10:48 am

55 Bell St.
Portland, ME
04103

Profile:

Licensed Clinical Social Worker- Therapy, Clinical Supervision, Consultation, Training

Voice Actor- Speaking Clearly Voice Overs- Commercial, Narration, Training, Audio Books, Telephony, Explainer Videos. speakingclearlyvoiceovers.com

Experience:

Therapist, Clinical Supervisor, Consultant- Portland, ME 2015- present

Integrated Behavioral Health Therapist- Mercy Hospital/Northern Light Health Primary Care, Portland, ME 2015-2021

Part time provision of therapy services to patients of Mercy Hospital's Primary Care practices.

Care Manager- Mercy Hospital Northern Light Health, Portland, ME 2014

Clinical Supervisor- Mercy Hospital Recovery Center Detoxification 2014

Director of Crisis Services- CSI, Biddeford, ME 1999-2013

Twenty Four Hour Crisis Program- Hot Line, Community and Hospital Assessment; State, Local, Community, NAMI and Law Enforcement partnerships, Crisis Stabilization Residence, \$3.5 million budget

Director of Peer Services- CSI, Biddeford, ME 2010-2014

Quality and Compliance- Team Leader- CSI, Saco, ME 2013-2014

Director of Intake Services- CSI, Biddeford, ME. 2005-2010

Clinical Supervisor- Crisis Services- CSI, Biddeford, ME 1996-1999

Team Leader- Emergency Services- CSI, Biddeford, ME 1993-1996

Therapist-Community Support Services- CSI, Saco, ME 1990-1993

Member- Maine State Board of Social Worker Licensure- 1998-1999

Consultant/Partner- Trauma Treatment Consultants , S. Portland, ME 1997-1999

Per Diem Emergency Department Social Worker- Maine Medical Center, Portland, ME 1997-1999

Case Manager- Holy Innocents, Portland, ME 1986-1988

Case Manager- Community Health Services, Portland, ME 1964-1986

Education:

MSW - Master of Social Work
University of New England, Biddeford, ME 1990

BA- Bachelor of Psychology
Temple University, Philadelphia, PA 1984

Intern- Shoreline Mental Health Services- Bath, ME 1989-1990
Intern, Community Organization- Peer Leader Program
Portland, ME. 1988-1989

Intern-Feminist Therapy Collective, Philadelphia, PA 1984
Intern- Elizabeth Blackwell Health Center for Women
Philadelphia, PA 1983

Other:

Maine Social Worker Licensure: LC1825
Maine Certified Clinical Supervisor Licensure: CCS5685

EMDR Levels 1 & 2
Psychological First Aid- Certified and Trainer
Maine Disaster Behavioral Health Team- Member and Trainer
Critical Incident Stress Management Certification
MHRT-CSP- Certified and Trainer
MHRT- 4

Team Member- York County Juvenile Fire Setter Clinical
Assessment Team, 1998-2013

Board Member- Cultivating Balance.
Board Member- Hearth Stone Group Home. 1990-1993
Provider Member- Maine Division of Trauma Services Trauma
Advisory Board. 1994-1998

References:

Provided Upon Request

March 27, 2025

To: The Ethics Commission of the City of Portland Maine

From: Jennifer Goodwin

Greetings. I am writing to express interest in applying for a seat on the Ethics Commission. I would like to apply for the vacant one year seat.

I am a long time resident of the City of Portland and a professional Social Worker. Social Workers adhere to a Code of Ethics. A long time ago, and for a brief period of time, I sat on the Maine State Board of Social Worker Licensure. I left this post reluctantly and voluntarily after my life circumstances changed and I was unable to commit to the time required. I have led workshops in the area of Ethics many times in the past- All in the field of Social Work and Social Service delivery. I have a strong background in program development, implementation and management.

I think that my personal and professional values demonstrate a life long commitment to other people and their circumstances. Local, State and National policies can greatly impact the quality of people's lives. As does the implementation of policies and those that follow and enforce them. It is crucial that we consider ethics when structuring supports and services for others.

I would love to have the opportunity to assist in the wrestling with the ethical dilemmas and concerns that are relevant to the work of the City of Portland. And I would love the opportunity to discuss the Commission vacancy/opportunity further.

I look forward to hearing from you.

Sincerely,

Jennifer Goodwin

Prof. Jennifer Wriggins

City of Portland | Generated 5/22/2025 @ 11:47 am by OnBoardGOV - Powered by ClerkBase

Status

Name Prof. Jennifer Wriggins
Application Date 5/15/2025
Expiration Date 5/15/2026
Status Received

Board	Vacancies	Status	Actions
Ethics Commission	7	Pending	☐

Basic Information

Name
Prof. Jennifer Wriggins

Contact Information

Address
14 Kenwood St.
Portland, ME 04012

Email
[Redacted]
[Redacted]
[Redacted]

Additional Information

Notes
Generated 5/22/2025 @ 11:47 am

JENNIFER B. WRIGGINS
Sumner T. Bernstein Professor of Law
University of Maine School of Law
300 Fore St.
Portland ME 04101

EDUCATION

- 1984 J.D., Harvard Law School, *cum laude*, Articles and Executive Editor,
Harvard Women's Law Journal
- 1980 B.A., Yale University, *magna cum laude*, distinction in philosophy

PROFESSIONAL EXPERIENCE

- 2002-Current Professor, University of Maine School of Law.
(July 2015-July 2017, Associate Dean for Academic Affairs)
(Sept. 2007, Named Sumner T. Bernstein Professor of Law).
Courses include civil procedure, torts, insurance law, torts, perspectives on
equality & the first year curriculum, race/gender/sexual orientation & the
law
- 2013-2014 Visiting Scholar, George Washington University School of Law,
Visiting Scholar, American University-Washington College of Law
(on sabbatical in Washington D.C.).
- Spring 2005 Visiting Professor, Harvard Law School, Visiting Professor, Boston
University Law School.
- 1996-2002 Associate Professor, University of Maine School of Law.
- 1995-1996 Partner, Pressman, Kruskal & Wriggins.
- 1991-1994 Attorney, Pressman & Kruskal, Cambridge, Massachusetts.
Civil litigation including representation of lead-poisoned children,
real estate, adoptions, wills and trusts.
- 1990-1991 Assistant Attorney General, Civil Rights Division, Massachusetts.
Attorney General's Office, Boston, Massachusetts. Litigated civil rights
cases under Massachusetts Civil Rights Act, federal statutes, and other
laws.
- 1988-1990 Attorney, Berman, Simmons & Goldberg, Lewiston, Maine. Litigated

JENNIFER B. WRIGGINS

tort claims and claims involving civil rights (42 U.S.C. § 1983), sex and handicap discrimination, family law, criminal defense.

- 1985-1988 Attorney, Tureen & Margolin, Portland, Maine. Representation of Indian tribes, including drafting legislation, representation in litigation and providing legal advice to tribal governments; litigation of sex discrimination claims and other civil matters.
- 1984-1985 Clerk to Hon. Edward T. Gignoux, U.S. District Judge, District of Maine, Portland, Maine.

PUBLICATIONS

Books and Book Chapters

Work-in-progress INTRODUCTION TO RACE, RACISM, AND U.S. LAW-THE FIRST YEAR CURRICULUM

Rewritten Tort Opinion, *G.M.M. v. Kimpson*, 116 F. Supp. 3d 126 (E.D.N.Y. 2015) in FEMINIST JUDGMENT SERIES: REWRITTEN TORT OPINIONS, edited by Martha Chamallas & Lucinda M. Finley(with Sara Cressey) (Cambridge University Press 2020)

THE MEASURE OF INJURY: RACE, GENDER, AND TORT LAW (CO-AUTHORED WITH PROF. MARTHA CHAMALLAS, ROBERT J. LYNN CHAIR, OHIO STATE UNIVERSITY, MORITZ COLLEGE OF LAW) (NYU Press 2010)

- reviewed in the Journal of Legal Education, vol. 61, no. 4, p. 495 (2012)
- reviewed in the American Journal of Legal History, vol. 52, issue 4, p. 508 (2012)
- reviewed in the Law and Politics Book Review, v. 21, no. 2 (Feb. 2011)
- reviewed in the Journal of Psychiatry & Law, v. 39 no. 3 p. 517 (Fall 2011)

Whiteness, Equal Treatment, and the Valuation of Injury, 1900-1949, (chapter of book, FAULT LINES: TORT LAW AS CULTURAL PRACTICE edited by Michael McCann and David Nelkin, Stanford University Press)(2009)

Articles

Spotlight on Maine's Legal History: Bailey v. Fiske (Maine Bar Journal Summer 2024)

The Color of Auto and Property Insurance: Time for Reform 49 F.S.U. LAW REVIEW 203 (2023)(lead article)

How to Include Issues of Race and Racism in the 1L Torts Curriculum: A Call for Reform, 23 RUTGERS RACE & THE LAW REVIEW 261 (2022)

Domestic Violence & Gender Equality: Recognition, Remedy, and (Possible) Retrenchment, 49 TOLEDO LAW REVIEW 617 (2018)

Response to: Keeping Cases from Black Juries, 73 WASHINGTON & LEE ONLINE JOURNAL 1 (2016), <http://scholarlycommons.law.wlu.edu/wlulr-online/vol73/iss1/16/>

In Deep: Dilemmas of Federal Flood Insurance Reform
5 U. CAL. IRVINE L. REV. 1443 (2016)

Flood Money: The Challenge of U.S. Flood Insurance Reform in a Warming World, 119 PENN STATE L. REV. 2 (2014)

Markets, Mandates, and Risk: Auto Insurance and the Affordable Care Act, 19 CONN. INS. LAW JNL. 275 (2013)

Constitution Day Lecture: Constitutional Law and Tort Law: Injury, Race, and Equal Protection, 63 MAINE LAW REVIEW 263 (2010)

Automobile Injuries as Injuries with Remedies: Driving, Insurance, Torts, and Changing the 'Choice Architecture' of Auto Insurance Pricing, 44 LOYOLA OF L.A. LAW REV. 69 (2010)

Damages in Tort Litigation: Thoughts on Race and Remedies, 1865-2007, 27 THE REVIEW OF LITIGATION 37 (2007)

- cited in *McMillan v. The City of New York*, 2008 WL 4555550 (October 2008)

Torts, Race, and the Value of Injury, 1900-1949, 49 HOWARD LAW JOURNAL 99 (2005)

Toward A Feminist Revision of Torts, 13 AMERICAN UNIVERSITY JOURNAL OF GENDER, SOCIAL POLICY, & LAW 139 (2005)

Domestic Violence in the First Year Torts Curriculum, 54 JOURNAL OF LEGAL EDUCATION 511 (2005)

Introduction to Symposium on Law, Labor and Gender, 55 MAINE LAW REVIEW 1 (2003)

Interspousal Tort Immunity and Insurance "Family Member Exclusions": Shared Assumptions, Relational and Liberal Feminist Challenges, 17 WISCONSIN WOMEN'S LAW JOURNAL 251 (2002)

- reprinted in abridged form in Kiesel, Diane, DOMESTIC

VIOLENCE: LAW, POLICY, AND PRACTICE (2007).

- reprinted in abridged form in Lemon, Nancy, DOMESTIC VIOLENCE LAW (2010)

Domestic Violence Torts, 75 SOUTHERN CALIFORNIA LAW REVIEW 121 (November 2001)

- reprinted in abridged form in Dalton, Clare, Hanna, Cheryl & Greenberg, Judi, DOMESTIC VIOLENCE AND THE LAW: THEORY AND PRACTICE (2007)
- reprinted in abridged form in Weisberg, Kelly, DOMESTIC VIOLENCE: LEGAL AND SOCIAL REALITY (2012)

Parental Rights Termination Jurisprudence: Questioning the Framework, 52 SOUTH CAROLINA LAW REVIEW 241 (Fall 2000)

Family Law and Marriage Law: Autonomy, Interdependence, and Couples of the Same Gender, 41 BOSTON COLLEGE LAW REVIEW 265 (March 2000)

Fashionable Genetic Explanations in the Courtroom: Litigating Personal Injuries Based on Genetic Risk, 3 THE JOURNAL OF BIOLAW AND BUSINESS 65 (Spring 2000)

Maine's 'Act to Protect Traditional Marriage and Prohibit Same-Sex Marriages': Questions of Constitutionality Under State and Federal Law, 50 MAINE LAW REVIEW 345 (1998)

Genetics, IQ, Determinism and Torts: The Example of Discovery in Lead Exposure Litigation, 77 BOSTON UNIVERSITY LAW REVIEW 1025 (December 1997), excerpted and revised in v. 11 GENEWATCH n. 4 (October 1998)

- cited in *Nguyen v. Diversified Lending Services, Inc.* District of Columbia Superior Court No. 98-7619 (June 22, 2000)
- cited in *Andon v. 302-304 Mott Street Associates*, 690 N.Y.S.2d 241 (1999)
- cited in *Van Epps v. County of Albany*, 706 N.Y.S.2d 855 (2000)
- cited in *Nieves v. 1845 Seventh Avenue Realty Associates*, (2000) WL 943650 (N.Y.Sup.)
- cited in *Hafford v. Ravgiala*, Northeast Housing Court No. 98-CV-00150 (Sept. 9. 1999)

Contributor, *Rape*, in THE READER'S COMPANION TO U.S. WOMEN'S HISTORY, Elizabeth Kubik, ed. (1998)

Kinship and Marriage in Massachusetts Public Employee Retirement Law: An Analysis of the Beneficiary Provisions, and Proposals for Change, 28 NEW ENGLAND LAW REVIEW 991 (June 1994)

Thoughts on Gender, Law and Language, 5 MAINE BAR JOURNAL 230 (July 1990) (with Brenda Buchanan)

Book Review, FEMINISM UNMODIFIED, by CATHARINE A. MACKINNON, 10 HARVARD WOMEN'S LAW JOURNAL 353 (1987) (now HARVARD JNL. OF GENDER & LAW)

Note, Rape, Racism and the Law, 6 HARVARD WOMEN'S LAW JOURNAL 103 (1983)

- reprinted in abridged form in Barbara Raffel Price and Natalie J. Sokoloff, eds., *THE CRIMINAL JUSTICE SYSTEM AND WOMEN: OFFENDERS, PRISONERS, VICTIMS, & WORKERS* (2004)
- reprinted in abridged form in Juan Perea, Richard Delgado, Angela P. Harris, & Stephanie Wildman, eds., *RACE AND RACES: CASES AND RESOURCES FOR A MULTICULTURAL AMERICA* (2000)
- reprinted in abridged form in Russell L. Weaver, John M. Burkoff, Catherine Hancock, Alan Read, and Peter Seago, eds., *READINGS IN CRIMINAL LAW*, 1998)
- reprinted in abridged form in Karen Maschke, ed. *THE LEGAL RESPONSE TO VIOLENCE AGAINST WOMEN*, part of a 7 volume series on *GENDER AND AMERICAN LAW* (1997)
- reprinted in abridged form in Mary E. Odum, and Jody Clay-Warner, eds., *CONFRONTING RAPE AND SEXUAL ASSAULT* (1997).
- reprinted in abridged form in D. Kelly Weisberg, ed., *FEMINIST LEGAL THEORY: PERSPECTIVES ON SEX, VIOLENCE, WORK, AND REPRODUCTION* (1996)
- reprinted in abridged form in Ronald Berger and Patricia Searles, eds., *RAPE AND SOCIETY* (1995)
- reprinted in abridged form in Mary Becker, Christine Bowman, and Morrison Torrey, eds., *FEMINIST JURISPRUDENCE* (1994)

Other – Selected Op-Eds, Jotwell posts, and blog posts:

Maine Voices: Workplace Inequality Should be Consigned to the Past, Maine Sunday Telegram, March 17, 2024

Blog post: <https://mainelaw.maine.edu/faculty/facing-maines-legal-history-bailey-v-fiske1-a-case-to-remember/>, January 18, 2024

Jotwell post: <https://torts.jotwell.com/injured-tenants-uninsured-landlords-and-a-proposal-for-mandatory-landlord-insurance/>, April 20, 2023

Blog post: <https://mainelaw.maine.edu/faculty/its-time-to-teach-racism-and-race-in-first-year-torts-courses-heres-how-to-start/>, April 20, 2022

JENNIFER B. WRIGGINS

Jotwell post, jotwell.com/intentional-tort-remedies-grounded-in-civil-recourse-theory-how-torts-can-fulfill-its-promises-through-a-new-kind-of-insurance/, December 10, 2020

Blog post: <https://mainelaw.maine.edu/faculty/teaching-torts-with-a-focus-on-race-and-racism/>, Feb. 19, 2020, also featured on Race and the Law blog and Tort Profs Blog

Op-Ed, *Democracy & Public Health, Maine's new vaccination Law*, Bangor Daily News, July 2019

Jotwell post, <https://torts.jotwell.com/can-damage-calculations-in-tort-cases-be-unconstitutional-because-they-discriminate-on-the-basis-of-race-yes-and-heres-why/>, Feb. 20, 2019

Op-Ed, *Maine's made progress on domestic violence but the job isn't done*, Bangor Daily News, November 8, 2018

Op-Ed, *The 'Rule of Law' is Critical to the Strength of Our Democracy*, Bangor Daily News, May 8, 2018

Op-Ed, *The Senate health bill risks Mainers' lives. But it's a tragedy we can prevent*, Bangor Daily News, July 12, 2017

Op-Ed, *While Antarctica Melts, Congress Ensures Beach Houses are Covered*, <http://talkingpointsmemo.com/cafe/flood-insurance-climate-change>, May 16, 2014

Op-Ed, *The Power of Citizens' Initiatives and the Marriage Vote in Maine*, Jurist Legal News and Research Blog, January 18, 2013

Op-Ed, *Individual Mandates are Nothing New*, Maine Sunday Telegram, March 18, 2012

PAPERS AND RELATED ACTIVITIES

- | | |
|---------------------------|--|
| Sept. 2022
Association | Presentation, <i>Tort Litigation, Race, and Racism</i> , Maine Trial Lawyers |
| June 2022 | Presentation, <i>Torts, Race, and Racism</i> , Berman & Simmons (via Zoom) |
| April 2021 | Presentation, <i>Including Race and Racism in the 1L Torts Curriculum</i> , Rutgers Law School, Symposium, Building an Antiracist Curriculum and Law School (via Zoom) |

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- April 2021 Presentation, *Women and Public Interest Law*, University of Maine School of Law, Women's Law Association & If/When/How (via Zoom)
- April 2021 Presentation, *Torts, Race, Liability, and Damages*, University of Michigan School of Law (via Zoom)
- April 2021 Panelist, UME Transforms, DEI Summit (via Zoom)
- March 2021 Presentation, *Race in the 1L Torts Curriculum*, University of Miami School of Law (part of faculty pedagogy series) (via Zoom)
- Jan. 2021 Presentation, *Race and Torts; Liability and Damages*, University of Washington School of Law (via Zoom).
- Jan. 2021 Presentation on Maine Law panel on First 100 Days, *Health Law Possibilities*
- Nov. 2020 Presentation, *Torts, Race, and Racism*, at Yale Law School, Critical Perspectives on the 1L Curriculum series (via Zoom)
- Nov. 2020 Podcast, Interviewed by Harvard Law School students for podcast on race and damages, "Dispositional Damages" (via Zoom)
- Oct. 2020 Presentation, *Unpacking Tort Law* panel, Michigan Law School (via Zoom)
- Oct. 2020 Presentation, *Civil Litigation & Race*, Northern District of California, Federal Practice Program (via Zoom)
- Sept. 2020 Presentation, *Race, Racism, and the Torts Curriculum*, Duke Law School (via Zoom)
- Feb. 2020 *Torts, Race and Racism*, Boston University Law School, Conference on Racial Bias, Disparities and Oppression in the 1L Curriculum, Feb. 2020
- Oct. 2017 *Domestic Violence & Gender Equality: Back to Basics*, University of Toledo School of Law, conference on Gender Equality: Progress & Possibilities
- Nov. 2016 Presentation, *The Path Forward and the Rule of Law*, University of Southern Maine (panel)
- March 2015 Presentation, *The Maine Parentage Act*, Gignoux Inns of Court, Falmouth, Maine, with Maine District Judge Wayne Douglas

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- Nov. 2014 Presentation, *Diversity in the First Year Curriculum-Torts*, University of Florida-Levin College of Law, Gainesville, Florida
- Sept. 2014 Presentation, *In Deep: Dilemmas of Federal Flood Insurance Reform*, Conference on Insurance as Governance: University of California at Irvine School of Law
- Sept. 2014 Presentation, *Introduction to the Proposed Maine Uniform Parentage Act*, Family Law Section, Maine State Bar Association, Portland, Maine
- July 2014 Presentation, *Historical and Contemporary Issues in Same-Sex Marriage Litigation*, Maine Attorney General's Office, Augusta, Maine
- Feb. 2014 Presentation, *Flood Money: Risk, the Federal Government's Role, and Flood Insurance Reform in the 21st Century United State*, Faculty Workshop, American University-Washington College of Law, Washington DC
- Jan. 2014 Presentation, *Race, Torts, Devaluation, and the Great Society*, Mid Atlantic People of Color Conference, Baltimore, Maryland
- Oct. 2013 Presentation, *Insurance and Intentional Torts*, New York University Law School guest speaker in first-year Torts class
- April 2013 Presentation, *The Measure of Injury: Race, Gender, and Tort Law*, University of Toronto Faculty of Law, Feminist Legal Theory Workshop (with Martha Chamallas)
- April 2013 Presentation, *Risk, Choice, and Insurance Mandates*, Brooklyn Law School Faculty Workshop Series
- Nov. 2012 Lecture, *Race, American Law, and the Value of Injury*, Bates College
- March 2012 Presentation, *A Modest Proposal for an Addition to the Torts Canon: Bullock v Tamiami Trails Tours and the Civil Rights/Torts Interface*, Boston University School of Law Colloquium on Gender, Law, and Policy
- May 2011 Presentation, *Interstate and International Child Custody Jurisdiction*, Maine State Bar Association Family Law Institute, Augusta, Maine (with Clinton Boothby, Esq.)
- March 2011 Presentation, *Including Issues of Gender and Race in the First-Year Torts Curriculum*, Harvard Law School, Cambridge, Massachusetts
- Jan. 2011 Presentation, *The Measure of Injury: Race, Gender, and Tort Law*, to State-Federal Judicial Council, Augusta, Maine

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- Sept. 2010 Constitution Day Lecture: *Constitutional Law and Tort Law: Injury, Race, and Equal Protection*, University of Maine School of Law
- Sept. 2010 Presentation, *Domain Disputes and Civil Rights*, Northeastern Law School, Boston, Massachusetts
- June 2010 Presentation, *Race and the First-Year Torts Curriculum*, Association of American Law Schools Mid-Year Meeting on “Post-Racial” Civil Rights Law, Politics, and Legal Education, New York City
- May 2010 Presentation, *Author Meets Reader Panel: The Measure of Injury: Race, Gender, and Tort Law*, at Annual Meeting of Law & Society Association, Chicago, Illinois
- March 2010 Presentation, *Injuries with Remedies, Injuries without Remedies: Driving, Insurance, and a Broader Concept of Public Policy*, at Symposium, Injuries without Remedies, Loyola of L.A. Law School, Los Angeles, CA
- Jan. 2009 Lecture, *Torts, Race, and Inequality: Historical and Contemporary Perspectives*, Comparative Law & Society Speaker Series, Suffolk University Law School
- Jan. 2008 Presentation, *Race, Torts, and the Value of Injury*, Panel, ‘Frontier Issues on Race and Torts,’ Assoc. of American Law Schools (AALS) Torts and Compensation Section, Annual Meeting, New York City
- Nov. 2007 Lecture, *Race, American Law, and the Value of Injury: Historical Foundations, Contemporary Implications*, University Trustee Lecture, Portland, Maine.
- Jan. 2007 Presentation, *Damages in Tort Litigation: Thoughts on Race and Remedies, 1865-2000*, Panel, Social Inequality and Monetary Relief, AALS Workshop on Remedies, Washington, D.C.
- Sept. 2006 Presentation, *De Facto Parenting*, at Conference, ‘Family Law Institute,’ Augusta, Maine
- April 2006 Presentation, *Race and Valuation of Injury, 1900-1949* at Conference, ‘The Cultural Foundations of Tort Law,’ University of Denver-Sturm College of Law
- Nov. 2005 Presentation, ‘The Constitution and Co-Parenting,’ at Conference: ‘Same Sex Parenting: The Creation and Separation of Family: Legal and Social Issues for Partners and their Children,’ Freeport, Maine
- Oct. 2005 Faculty workshop, Ohio-State Moritz College of Law, Columbus Ohio, *Race, Torts, and Equality*

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- Sept. 2005 Faculty Workshop, Northeastern Law School, *Torts, Race, and the Value of Injury*
- March 2005 Presentation, Harvard Law School, panel, *Torts and Gender: Hidden Victims, Hidden Curriculum*
- Jan. 2005 Faculty Workshop, Boston University School of Law: presented paper, *The Color of Injury: Race, Gender, and Torts in the First Half of the Twentieth Century*
- May 2004 Law & Society Association, Annual Meeting, Paper, *Insurance and Liability for Domestic Violence and Other Intentional Torts: Possibilities and Limitations*
- March 2004 Feminism and Legal Theory Project: Celebrating 20 Years of Pedagogy, Praxis, and Prisms, American University, Washington College of Law, presentation, *A Feminist Revision of Torts*
- June 2003 Law & Society Association Annual Meeting, Pittsburgh, presentation, *Domestic Violence: Torts and Insurance*
- June 2003 Association of American Law Schools Mid-Year Meeting, Conference on Torts, presentation, *Domestic Violence as Intentional torts: Incorporating Domestic Violence into the Torts Curriculum*
- Nov. 2002 Insurance and Social Policy Study Group, presentation, *Insurance, Compensation, and Domestic Violence Injuries*, Boston, Massachusetts
- March 2002 Harvard Women's Law Journal Conference, Visions and Revisions: 25 Years of Feminism and Legal Theory, Panel on the Future of Feminist Theory, presentation: *Excluded Narratives of Class, Excluded Accounts of Harm*
- Oct. 2001 Conference, Feminist Theories of Relation in the Shadow of the Law, University of Wisconsin Law School, presented paper, *Interspousal Tort Immunity and Insurance "Family Member Exclusions": Shared Assumptions, Relational and Liberal Feminist Challenges*
- Oct. 2001 Conference on Women in Public Life, Portland, Maine. Panelist on 'Women and Justice' panel
- April 2001 Conference, 'Future Challenges and Directions in Clinical Legal Education,' Harvard Law School (invited participant)

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- March 2001 Conference, 'Transgressing Borders: Women's Bodies, Identities and Families,' New England School of Law, Co-led Workshop, *Redefining Family*
- Feb. 2001 Conference, Family Law Institute, Maine State Bar Association, Augusta Maine, Presentation: *Parents' Rights Versus Grandparents' Visitation: Implications of Troxel v. Granville*
- Oct. 2000 Conference, Portland, Maine, First Monday 2000, Working Together to Reduce Gun Violence, Presentation: *Are Guns the Next Tobacco?*
- April 2000 Colloquium, 'What is Marriage For?: Same-Gender Couples, Law and Society,' University of Southern Maine. Presentation: *Family Law, Marriage Law, and Same-Gender Couples: Implications and Directions*
- June 1999 International Society of Family Law, North American Regional Conference, Albuquerque, New Mexico. Presented paper: *Marriage, Family Law, Morals, and Couples of the Same Gender*
- Feb. 1999 Conference, Freedom to Marry, Harvard Law School. Presented paper: *Marriage, Duty, Morals, and Couples of the Same Gender*
- June 1998 Law and Society Association, Annual Meeting, Aspen, Colorado. Presented paper: *Parents, Children, Marriage, and the Law of Parens Patriae*
- May 1998 Invited Participant in Colloquium on Biology, Sexual Aggression and Law, Arizona State University, Phoenix, Arizona
- June 1995 Law and Society Association, Annual Meeting, Toronto, Ont. Presented paper: *From Individual to Family in Tort Law: The Significance of Family-Based Challenges to Causation in Lead Poisoning and Other Tort Cases*
- June 1994 Law and Society Association, Annual Meeting, Phoenix, Az. Presented paper: *Family Values in State Retirement Law Beneficiary Provisions: Assumptions of Dependence, Intimacy, and Worthiness*

LAW SCHOOL SERVICE

Fall 2023-current, Member Dean's Advisory Committee
Spring 2023, Dean's Designate, Conduct Committee
Summer 2022-Fall 2023, Co-Chair, DEI Committee
Spring 2021-current, Member, Appointments Committee
Fall 2020, Fall 2023, Chair, Teaching Subcommittee, Personnel Committee reviewing faculty member
Fall 2019, Member, Registrar Search Committee
Co-Chair Tenured Faculty Review Committee (2019-2020)

JENNIFER B. WRIGGINS

Member, Tenured Faculty Review Committee (2017-2019)
Associate Dean for Academic Affairs (July 2015-July 2017)(member of many committees in this role including LLM-LLM Admissions, Clinic-Externship, Curriculum, Deans Advisory, & Legal Writing Review)
Co-Director, Information Privacy Program (August 2017-summer 2020) with Peter Guffin
Founder & Director, Information Privacy Certificate Program (May 2016-August 2017)
Member, Innovation Table/Maine Graduate-Professional Center (June 2015-summer 2016)
Chair, Faculty Personnel Committee (July 2014-June 2015)
Associate Dean for Research (May 2009-May 2013)
Chair, Faculty Appointments Committee (June 2009-Jan. 2011, summer 2012-summer 2013)
Member, Clerkships Committee (fall 2011-May 2013)
Member, Faculty Senate Awards Committee (Feb. 2010-Feb. 2012)
Chair, Faculty Personnel Committee (fall 2005-spring 2009)
Member, Diversity Committee (fall 2007- May 2009, summer 2010-summer 2013)
Chair, Faculty Senate Awards Committee (spring 2007)
Dean's Advisory Committee (fall 1998-spring 2001, fall 2002-fall 2005, fall 2006-May 2013, fall 2017-2019), Elected position, committee confers with and advises Dean on regular basis, also member as Associate Dean for Research
Member, Admissions Committee (fall 2005-spring 2006)
Member, Faculty Appointments Committee (spring 2005)
Team Leader, Strategic Planning Committee (fall 2004-spring 2005)
Chair, Faculty Appointments Committee (fall 2003-fall 2004)
Organized national 'Law, Labor, & Gender' Conference' sponsored by University of Maine School of Law, students, and bar groups (September 2002)
Chair, Conduct Committee (fall 2002)
Interim External Director, Cumberland Legal Aid Clinic (spring 2001)
Dean-Appointed Investigator for Student Conduct Issues (fall 2000)
Self-Study Committee, ABA Accreditation (fall 2000-spring 2001)
Appointments Committee (fall 1999-spring 2001)
Chair, Faculty Senate Awards Committee (spring 2000)
Curriculum Committee (spring 1998-spring 2003)
Dean Search Committee (spring 1998)
Godfrey Fund Committee (spring 1999-spring 2004)
determine who to invite as visitors for lectures and visiting semester
Organized 'Law, Feminism and the Twenty-First Century' Conference sponsored by University of Maine Law School, student and bar groups (April 1998)

OTHER ACTIVITIES

Fair Hearing Officer, City of Portland, General Assistance Appeals, 2023 – current (volunteer)
Testimony, Written, LD 174 and LD 727 (bills that would change vaccination laws) April 2025
Tenure Reviewer, Various law schools, ongoing
Peer reviewer, CALI, spring 2021, Casebook: Twenty-first Century Tort Law

JENNIFER B. WRIGGINS

Testimony, Oral and Written, Maine LD 690 (extending statute of limitations for assault battery and false imprisonment) Spring 2021

Testimony, Written, Maine LD 833 (would have added religious exemption to school vaccination laws)(spring 2021)

Consult with staff of PBS Show, Finding your Roots concerning early 20C Mississippi wrongful death case filed by ancestor of one of people featured on show; segment did not make it into final show (summer 2020)

Consult with representative of Cardozo Law School concerning torts curriculum for a curricular supplement prepared by them (summer 2020)

Organize and supply materials on race racism and torts to various professors across the country (summer 2020)

Consult with staff of Bryant Gumbel's Real Sports show on issues of race in NFL concussion settlement (summer 2020)

Advisor, ALI Restatement of the Law of Torts, Concluding Provisions (Fall 2019-current)

Anonymous Reviewer, Stanford Law Review & other law reviews (ongoing)

Anonymous Reviewer, University of Virginia Press (2019)

Volunteer, ACLU, assisting attorneys with oral argument and brief preparation (Fall 2019)

Submitted Oral & Written Testimony on L.D. 798, An Act to Protect Maine Children and Students from Preventable Diseases by Repealing Certain Exemptions from the Laws Governing Immunization Requirements (Spring 2019)

Award Recipient, USM Faculty Senate Award for Excellence in Scholarship (Spring 2017)

Communications Director, Deering High School PTO (spring 2017-summer 2020)

Volunteer, Woodfords Congregational Church-United Church of Christ, Portland, Maine (fall 2014-current)

Chair, Association of American Law Schools, Torts and Compensation Systems Section (2013-Jan. 2014)

Member, Family Law Advisory Commission, Working Group on Uniform Parentage Act, Articles 1-6 (representative of Maine State Bar Association) (May 2013-May 2014)

Independent Peer Reviewer, Connecticut Insurance Law Journal (2012)

Member, USM Research Council (2011-summer 2013)

Preparation of legislative memo at request of League of Women Voters on Maine L.D. 1040, March 2009

Appointed, Sumner T. Bernstein Professor of Law (September 2007)

Appointed, Trustee Professor, University of Southern Maine, academic year 2006-2007 for project proposal, 'Race, Law, and the Measure of Injury' (competitive selection process)

Award Recipient, Faculty Senate Award for Excellence in Teaching, April 2006

Board, Pine Tree Legal Assistance (fall 2003-summer 2006)

Member, American Law Institute (summer 2003-current)

Member, Immigration Legal Advocacy Project Subcommittee of the Justice Action Group (spring 2001)

Member, Maine Bar Foundation Intake Task Force (spring 2001)

JENNIFER B. WRIGGINS

Peer reviewer, National Science Foundation, Societal Dimensions of Engineering,
Science and Technology Program (October 1999)

Member, Gignoux Inns of Court (fall 2000-fall 2001), Portland, Maine, organization
linking bench, bar and academia to promote education and collegiality

Anonymous peer reviewer, Journal of Law, Medicine & Ethics (fall 1998)

Workshop Co-Leader, American Association of Law School Workshop on New
Strategies for Inner Cities: Academics, Professionals and Communities in
Partnership, San Francisco (Jan. 1998)

BAR ADMISSION

Maine, Massachusetts (inactive), U.S. District Courts of Maine and Massachusetts, U.S.
Supreme Court

Jennifer Wriggins
14 Kenwood St.
Portland ME 04102

May 15, 2025

City of Portland
Selection Committee
Ethics Commission

Dear Selection Committee members:

I would like to apply for a one-year term on the Ethics Commission. I would welcome the opportunity to be involved in this important project in the city which I love and have lived in for many years. I have a deep belief in the rule of law, the value of public service, and the importance of governmental (and personal) ethics.

I am currently a law professor at the University of Maine School of Law. I practiced law for twelve years both in Maine and Massachusetts before I became a law professor.

Currently I am a volunteer Fair Hearing Officer for the City of Portland which began in 2023. The role has been interesting although quite limited as I have only had to decide two appeals thus far. In that role I have been very impressed by the Portland employees I met. They were professional, compassionate, patient and very competent in my experience with them as they handled challenging situations. The experience has made me more interested in concrete issues affecting cities and states. (If I was selected for the Ethics Commission, I would need to resign from the Fair Hearing Officer role; I believe my term expires November 30 2025 in any event).

I would be pleased to answer any further questions and provide additional information. Thank you very much for your consideration.

Sincerely,

Jennifer Wriggins

Mr Jon Kachmar

City of Portland | Generated 5/22/2025 @ 12:01 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Mr Jon Kachmar
Application Date 5/21/2025
Expiration Date 5/21/2026
Status Received

Board	Vacancies	Status	Actions
Land Bank Commission	1	Pending	☐

Basic Information

Name
Mr Jon Kachmar

Contact Information

Address
78 Gleckler Rd
78 Gleckler Rd
Portland, ME 04103

Email
[Redacted]
[Redacted]

Additional Information

Notes

Generated 5/22/2025 @ 12:01 pm

JON KACHMAR

78 Gleckler Road, Portland, Maine 04103
[REDACTED]
[REDACTED]
[REDACTED] /

SKILLS HIGHLIGHT

- Trail development and land conservation
- Facilitation/team building and equity/partnerships
- Executive director experience with staff and budgets
- Government relations expertise
- Board/commission and fundraising experience

PORTLAND TRAILS

Executive Director, July 2023—Present

Oversee the management of 100-mile trail network in Portland and surrounding communities. Provide supervision and oversight for a staff of 9 employees and provide guidance on long-term trail building and maintenance projects to ensure mission alignment to connect people and communities via permanent trail agreements. Initiate and steward relationships with municipal governments, other nonprofits, businesses, trail supports, and community members. Manage budgeting, payroll, benefits administration and other human resource activities for a \$1.2M annual operating budget.

EASTERN TRAIL ALLIANCE

Executive Director, July 2020—Present

Manage the existing off-road trail and new trail planning and construction along the 65-mile Eastern Trail located in Southern Maine. This includes responsibilities to manage the day-to-day activities related to staffing, budgeting, planning, and fundraising as well as trail events and activities in conjunction with municipalities, nonprofits, and businesses. The trail provides a major multi-modal transportation option for Southern Maine as well as an outstanding recreational asset for residents and visitors to the region. Responsibilities include supporting the Eastern Trail Alliance board focused on fundraising and organizational promotion as well as the Eastern Trail Management District board consisting of municipalities that provide trail maintenance and construction oversight. Tripled the operating budget in 2.5 years and generated nearly \$2M in revenue.

LAND BANK COMMISSION/PARKS COMMISSION (Volunteer Appointment)

Commissioner, June 2019 – Present

The Land Bank Commission is responsible for identifying land conservation opportunities within the City of Portland, Maine. The commission seeks to preserve a balance between development and conservation of open space important for wildlife, ecological, environmental, scenic, or outdoor recreational values. I am also a member of the Parks Commission as a liaison between Parks and the Land Bank to assist with connections between both commissions.

THE NATURE CONSERVANCY

Conservation Director, Urban Programs, January 2016 – April 2019

The primary focus of my work was leading a multi-disciplinary team of TNC staff within the Massachusetts chapter to implement long-term strategies for meaningful conservation outcomes in Boston's urban watersheds. Activities included extensive partnership development with municipal, state and federal agencies, other NGO's, and businesses including underserved and diverse communities. I provided leadership as a member of the Massachusetts senior management team and represent the chapter as an urban leader for the Conservancy's North America Cities Network.

Coastal Program Director/Southern New England Water Quality Co-Lead, May 2011 – January 2016

Managed the Conservancy's coastal program's conservation and restoration efforts. Focus areas include improved water quality including nutrient reduction in coastal waters, promoting sustainable restoration of shellfish, eelgrass and other coastal resources in Massachusetts. Program development included significant interactions and

cultivation of high capacity private donors, foundations and government grants resulting in \$1.3M for coastal restoration work. Co-lead for regional coastal water quality improvement in the Southern New England (Long Island to Cape Cod) focusing on water quality improvements. This included senior staff interactions with EPA Region 1 and state environmental agencies, as well as engagement with high capacity private donors, foundations and government grants initiatives. Provided leadership as a member of the Massachusetts Chapter Conservation Council leadership team.

Long Island Sound Program Director, July 2008 – May 2011

Managed the Conservancy's regional program for Long Island Sound to conserve and restore the Sound including coastal climate resilience, sustainable finfish and shellfish populations, and salt marsh restoration. This included responsibilities for all Connecticut and New York coastal and marine waters in Long Island Sound. Provided significant contributions as a member of the CT Chapter government relations team to secure public and private funding for coastal and marine conservation and restoration projects. This included leadership in securing \$700K for seagrass research and restoration, \$2.4M for the NY/CT Coastal Resilience Project, and \$250K for Long Island Sound shellfish restoration.

MAINE COASTAL PROGRAM/MAINE STATE PLANNING OFFICE

GULF OF MAINE COUNCIL / NOAA HABITAT RESTORATION PARTNERSHIP

Senior Planner / Habitat Restoration Program Manager, June 2002 – April 2008

Provided coordination and technical assistance to state agencies, municipalities, and non-profits to undertake coastal habitat restoration projects. Restoration objectives include dam removal and/or improved fish passage, removal of tidal restrictions to salt marshes, and river channel enhancement for diadromous species, among others. Administered Gulf of Maine Council / National Marine Fisheries Service Habitat Restoration Partnership grant program, which provided funding and technical assistance for restoring coastal habitats throughout the Gulf of Maine, including Massachusetts, New Hampshire, Maine, New Brunswick, and Nova Scotia. Over \$2.5M granted and administered.

BOARD OF HARBOR COMMISSIONERS, PORT OF PORTLAND, MAINE (Volunteer Appointment)

Board Chair January 2000 – April 2008

Developed agendas for Board work pertinent to core responsibility of safe navigation and commerce in the Port. Specific duties include permitting of marine construction projects, licensing and regulation of harbor pilots and docking masters, and enforcing the Board's rules for safe, efficient recreational and commercial vessel movements. Position on the Board required supervision of all employees, as well as other Board members.

WATERFRONT ALLIANCE, PORTLAND, MAINE (Volunteer)

Chair April 2006 – April 2008

Developed monthly meeting agendas and policy discussions, interpret waterfront policy making initiatives, and provide consensus-based guidance on harbor issues for nonprofit entity. The membership included businesses, non-profits, municipal governments, and individuals with vested interests in waterfront activities. The Alliance is a driving force in waterfront policy setting, including planning and zoning topics. The mission of the Alliance is to promote a sustainable working waterfront that is vibrant and economically productive.

THE COMPASS PROJECT(Volunteer)

Board of Directors, President, May 2002- May 2004

Board member and president during the upstart of this nonprofit organization. The mission of the organization is to provide at-risk youth opportunity to excel through interactive boat building and rowing activities. Tasks included oversight of the annual budget, development efforts, and marketing and outreach to expand the program.

SOUTHERN MAINE REGIONAL PLANNING COMMISSION

Coastal Resources Planner, October 1998 – May 2002

Coordinated three-year regional beach management plans for beaches in southern Maine, comprising five coastal municipalities. Provided professional staffing to multi-jurisdictional coastal resources steering committee as well as local stakeholder planning committees to develop and implement beach management plans in three geographic regions in southern Maine. Offered technical assistance to municipalities regarding state and federal regulatory requirements for buildings and structures in coastal areas, regulatory and nonregulatory conservation laws, rules and strategies. These efforts resulted in the development of multi-stakeholder management plans that are the basis for on-going management efforts in the region.

MAINE STATE LEGISLATURE

OFFICE OF POLICY AND LEGAL ANALYSIS

Research Analyst, January 1996 – September 1998

Provided policy and legal research for legislative committees with jurisdiction over marine and natural resources, transportation, fish and wildlife, utilities and energy, and labor. Compiled and prepared technical background information and reports for committees and staff members. Assisted with drafting laws and rules regarding natural resources management. Staffed interim study commissions and task forces as needed.

FRIENDS OF CASCO BAY (Volunteer)

Volunteer Water Quality Monitor, April-October 1994

Collected surface samples from Casco Bay on a biweekly basis for bay-wide water quality monitoring program. The following were routinely analyzed: water temperature, dissolved oxygen, pH, and salinity. Data collected contributed to a US EPA approved database used to determine water quality trend analyses.

SOUTHERN MAINE TECHNICAL COLLEGE

Lead Sailing/Powerboat Handling Instructor, May-September 1993

HANDY BOAT SERVICES, INC

Yacht Rigger, April 1991-December 1992

EDUCATION

MUSKIE SCHOOL OF PUBLIC SERVICE—UNIVERSITY OF SOUTHERN MAINE

M.A. in Public Policy and Management

UNIVERSITY OF RHODE ISLAND

B.A. in Marine Affairs

MCGILL UNIVERSITY

New England - Quebec Exchange focusing on Earth Sciences

CERTIFICATION

- United States Coast Guard Licenses: 100 Ton Master Near Coastal; Commercial Towing Endorsement; Auxiliary Sail Endorsement
- American Institute for Avalanche Research and Education (AIARE): (1) Level 1 Avalanche Safety Certification; (2) Avalanche Rescue

May 15, 2025

Portland City Council
Legislative/Nominating Committee
389 Congress St.
Portland, ME 04101

Legislative/Nominating Committee,

I am interested in continuing as a member of the Land Bank Commission and would greatly appreciate re-appointment for my third and final term. I am currently the chair of the committee and hope to continue our progress protecting natural areas and lands in the City of Portland.

Thank you for your consideration, and I greatly appreciate the opportunity to serve the City as a member of the Land Bank Commission. Please let me know if you have any additional questions or information needs.

Sincerely,

A handwritten signature in cursive script that reads "Jon Kachmar".

Jon Kachmar

Joshua Charles Barber

City of Portland | Generated 4/30/2025 @ 11:02 am by OnBoardGOV - Powered by ClerkBase

Status

Name Joshua Charles Barber
Application Date 4/29/2025
Expiration Date 4/29/2026
Status Received

Board (Rank)	Vacancies	Status	Actions
Land Bank Commission (0)	1	Pending	☐
Parks Commission (1)	1	Pending	☐

Basic Information

Name
Joshua Charles Barber

Contact Information

Address
21 Eighth Street
Portland, ME 04103

Email
[Redacted]
[Redacted]

Additional Information

Notes

Generated 4/30/2025 @ 11:02 am

Joshua C. Barber

Portland, Maine

▪ [linkedin.com/in/Joshua-barber-merl/](https://www.linkedin.com/in/Joshua-barber-merl/)

Environmental and Energy Regulatory Professional

A regulatory affairs professional with experience at the local, state, and federal levels. Strong understanding of stakeholders, proceedings and problem-solving in infrastructure projects. Crafted and executed nuanced business and regulatory strategies for multinational utilities and the federal government. Passionate about sustainable development and the outdoors spaces in Portland.

COMPETENCIES

Stakeholder Engagement ▪ Project Development ▪ Public Policy ▪ Strategy ▪ Permitting and Siting

EXPERIENCE

Bureau of Ocean Energy Management, U.S. Dept. of the Interior

September 2024-Present

Program Analyst, Renewable Energy Policy Group (2024 to Present)

Portland, ME

Serving as a policy and regulatory advisor to BOEM and engaging stakeholders in promoting the responsible development of US offshore renewables

- Conducting policy and regulations analyses to advise BOEM Leadership on offshore renewable energy policy development and implementation.
- Revising lease agreements for all commercial offshore wind projects through Dec. 2024 to comply with the Renewable Energy Modernization Rule, under OCSLA
- Acting as a transmission policy expert in support of Federal Permitting Improvement Steering Council objectives of expediting offshore transmission siting
- Engaging with Federal and State agencies, NGO's, regional groups, and other interested and affected parties

National Grid US

Aug 2021-March 2024

Senior Analyst, Strategy (2021-2024)

Waltham, MA

Was responsible for crafting and evaluating corporate strategy across all business jurisdictions.

- Proposed the strategy vision adopted by Group CEO and Board to fully transition US gas utilities into a net-zero business without compromising safety or service
- Supported competitive and regulated transmission opportunities to support onshore and offshore renewables, including market intelligence and regulatory strategy
- Delivered quarterly reports to US Presidents and executive team assessing all strategy positions based on external and internal research and interviews with SME's.
- Monitor and analyze regulatory proceedings before NYISO, ISONE, FERC, the NY PSC and MA DPU for relevance to strategy positioning
- Created and managed a network of internal and external stakeholders to tailor the groupwide strategy to the needs of the business and the changing energy landscape

Iberdrola Group**Sep 2018-May 2021****Lead Analyst, Market Intelligence (2019-2021)***Portland, ME*

Recruited to assist the launch of the US Retail Group, reporting directly to Business President.

- Delivered a comprehensive 10-year forecast for multijurisdictional business case which was enacted and presented by international chairman to investors
- Recruited agencies and together conducted customer research which generated marketing and digital products which were emulated throughout Iberdrola Retail
- Synthesized clear presentations of market trends, competitor analysis, market analytics and coinciding strategy recommendations adopted by c-suite executives

Analyst, Avangrid Office of the CEO (2018-2019)*Orange, CT*

Accepted into the Avangrid AGILE Talent Program, a selective leadership development program to fast-track high-potential young professionals to management positions in the company.

- Delivered weekly regulatory and business analysis to CEO and management team covering all relevant state and federal jurisdictions
- Compiled and presented key information given to board members, executives throughout the regulated and deregulated businesses, and our customers
- Chosen to work in a small team which generated a recommendations report on fisheries and stakeholder engagement for the Kitty Hawk Offshore Wind Farm project

Leonine Public Affairs**Jan 2018 to May 2018****Governmental Affairs Intern (2018)***Montpelier, VT*

Chosen as the only intern working at the State Capitol for Vermont's largest lobbying firm.

- Given a portfolio of legislation and clients for whom I attended committee meetings, analyzed bills and processes, and predicted political outcomes
- Met independently with leadership from all 3 major parties in the legislature and executive agencies, including the Lt. Governor, on behalf of the firm
-

EDUCATION**Master of Energy Regulation and Law *with Distinction*****Vermont Law School**

Research Associate for Director Kevin B. Jones, Institute for Energy and Environment

Conducted comprehensive research on offshore wind, electric vehicles, and RPS legislation.

Bachelor of Arts, Environmental Studies, Public Policy Administration and Law**Bachelor of Arts, Philosophy, Politics, and Law****Binghamton University****VOLUNTEER EXPERIENCE | AFFILIATIONS****Alpha Phi Omega, National Service Fraternity**

Member (4/12-present), Chapter Advisor (9/15-present), Section Chair serving ME, NH, VT (5/20 to 3/23)

Vermont Law School Alumni Association- Master's Only Committee Member (4/20 to present)

Binghamton University- Mentor Match Program: Alumni Mentor (1/19 to present) Identified as one of the most active mentors in the program

To The Portland City Clerk Ashley Rand and the Nominating Committee,

I am passionate about using public policy to achieve an equitable, sustainable future. And I am passionate about Portland, our growth, and especially the many great outdoor spaces we share and enjoy. So I was eager to put myself forward for the Land Bank Commission and Parks Commission. I have experience delivering strategic business insights to executives at Iberdrola and National Grid, and analyzing energy policy on behalf of the Bureau of Ocean Energy Management. I believe my diverse energy policy experience and abilities to form and execute strategies would make me a strong addition to your team.

My first full-time role in energy was with a NYSERDA-funded nonprofit in Binghamton, NY promoting solar adoption. Southern Tier Solar Works gave me a chance to hone my writing, campaigning, and organizing skills while working with local businesses, elected officials, and residential customers. I also honed my policy analysis skills around solar issues as I was frequently called on to analyze, distill, and react to policy proposals for internal and external stakeholders.

Seeing the massive opportunity for state-level progress in energy policy inspired me to pursue a Masters of Energy Regulation and Law at Vermont Law and Graduate School. Every course I took there focused on energy and practical applications of law, policy, and business to the sector. I was also able gain legislative affair experience by representing a diverse group of clients as an extern at the State Capitol in Montpelier. The greatest asset I gained in my master's degree is a multidisciplinary mindset necessary to craft effective energy policy with diverse stakeholders.

Following graduation, I came to Maine and began my energy policy career. I provided regulatory analysis and market intelligence to senior executives at Avangrid, Iberdrola and National Grid. I gained experience in balancing environmental, economic, and societal interests in projects and decision making. Notably, I saw public outreach and regulatory proceedings done well and done poorly, and the impact that can have on successful outcomes. I would bring this experience and outlook to the commissions and seek outcomes that most parties can agree to before proceeding.

It has been my privilege to serve in my current role in the federal government at the Bureau of Ocean Energy Management. I lent transmission policy expertise to developing responsible offshore wind policy. This gave me the opportunity to engage with Federal and State agencies, NGO's, regional groups, and other interested and affected parties. My role is unfortunately being eliminated under the DOGE cuts to the federal workforce, and I am seeking to provide public service a bit closer to home as I search for my next full-time role.

I feel my mix of public and private sector experience focusing on public policy have given me a broad perspective on which to draw. I hope to bring that experience and learn from my fellow commissioners while serving Portland.

Best,

Joshua C. Barber

Justin Levesque

City of Portland | Generated 5/17/2024 @ 7:11 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Justin Levesque
Application Date 2/21/2024
Expiration Date 2/21/2025
Status Received

Board	Vacancies	Status
Portland Public Art Committee	0	Pending

Basic Information

Name
Justin Levesque

Contact Information

Address
25 Catherine Street
Portland, ME 04102

[Redacted]

[Redacted]

[Redacted]

Additional Information

Notes

Generated 5/17/2024 @ 7:11 pm



Justin Levesque
25 Catherine Street
Portland, Maine 04102

Curriculum Vitae

Residencies

2023: Searsport EcoArts Residency / Parsonage Gallery / Searsport, ME
2023: **Nominee**, Queer | Art | Mentorship / New York, NY
2023: Antarctica Cruise Ship / NCL Independent Artist Residency / Buenos Aires, Argentina to Antarctica ([independent](#))
2020: New England Ocean Cluster / Artist-in-Residence / Portland, ME ([independent](#))
2019: Microsoft New England Research + Development Center / Visiting Artist-in-Residence / Cambridge, MA ([independent](#))
2018: Bigelow Laboratory for Ocean Sciences / The Center for Venture Research on the Opening Arctic Ocean
Visiting Artist-in-Residence / Boothbay, ME ([independent](#))
2018: **Nominee**, Smithsonian Artist Research Fellowship / Washington, D.C. / Anchorage, AK
2017: Hewnoaks Artist Colony / Lovell, ME
2017: The Arctic Circle / The Farm Foundation for the Arts & Sciences, Inc. / Svalbard, Norway / New York, NY
2015: Eimskip Container Ship / Green Line Independent Artist Residency / Portland, ME to Reykjavik, Iceland ([independent](#))

Education

2010: The University of Southern Maine / BFA Studio Art / Photography + Art History

Awards

2022: Emerging New England Artist / Art New England / Cohasset, MA
2020: Portland Creative Bus Shelter Initiative / Public Art / Creative Portland / Portland, ME
2019: Utility Box Project / Public Art / City of Portland, Maine / Portland, ME
2018: Individual Artist Project Grant / Maine Arts Commission / Augusta, ME
2018: Flash Forward 2018 Winner / The Magenta Foundation / Toronto, CA
2018: treat america project / Treat Gallery / New York, NY
2017: Individual Artist Project Grant / Maine Arts Commission / Augusta, ME
2016: The Kindling Fund / A Warhol Regional Regranting Program / Space Gallery / Portland, ME
2016: 13 Emerging Photographers Under 30 / Maine Media Workshops + College / PhoPa Gallery / Portland, ME
2015: Individual Artist Project Grant / Maine Arts Commission / Augusta, ME
2007: Lambda Literary Award / Contributing Author / The Full Spectrum / Edited by David Levithan & Billy Merrell
Published by Random House Children's Books

Exhibitions

2024: Tidal Shift: Work from the Searsport EcoArts Residency / University of New England / Biddeford, ME
2023: Points of Return / A La Luz / The Umbrella / Concord, MA
2023: Ner till norr / Samtida konst i Arktis / Bildmuseet - Umeå Universitet / Bildmuseet - Umeå University / Umeå, Sweden
2023: Sustenance / Portland Public Library / Portland, ME / Curated by Lin Lisberger and Myron M. Beasley
2022: Points of Return / A La Luz / [pointsofreturn.org](#) / Online
2022: Þorður og niður: North Atlantic Triennial / Listasafn Reykjavíkur / Reykjavík Art Museum / Reykjavík, Iceland
2022: Objects with No Owner / Maine North Atlantic Institute / Assembly of UArctic / Abromson Center / Portland, ME / (solo)
2021: Down North: North Atlantic Triennial / Portland Museum of Art / Portland, ME
2021: Indeterminate Lands + Bodies / AS220 / Providence, RI / ([two-person](#))
2021: A Thread, Extended / Gallery 360 / Center for the Arts / Northeastern University / Boston, MA / ([three-person](#))
2021: Reimagining the Real / Emery Community Art Center / University of Maine at Farmington / Farmington, ME
2020: The Factory / Annual Exhibition / Gamla Sýðarverksmiðjan / Djúpavík, Iceland

2020: Aqueous / The Neon Heater / Findlay, OH / [\(two-person\)](#)

2020: Hérna / Leonard R. Craig Gallery / Unity College / Unity, ME (POSTPONED) / [\(solo\)](#)

2020: Remote Sensing / University of Southern Maine / Portland, ME (POSTPONED) / [\(solo\)](#)

2020: Fracture at the Ice Front / Southern Maine Community College / South Portland, ME (POSTPONED) / [\(solo\)](#)

2019: Terrain Biennial / Terrain Exhibitions / Oak Park, IL

2019: Networked / SciArt Initiative at The Nook Gallery / Los Angeles, CA

2019: ICELANDx207: Revisited / Maine Oyster Company / Portland, ME

2019: Melt Down / Portland Public Library / Portland, ME / Curated by Bruce Brown (CMCA, Curator Emeritus)

2019: Melt Down / Center for Maine Contemporary Art / Rockland, ME / Curated by Bruce Brown (CMCA, Curator Emeritus)

2019: Terrestrial Portals / Gallery 6 / Children's Museum of New Hampshire / Dover, NH / Curated by Julia Kirchmer

2019: treat america project / Satellite Art Show / Austin, TX / Curated Jon Feinstein (Humble Arts) + Jamie Martinez (Arte Fuse)

2019: treat america project / Foley Gallery / New York, NY / Curated Jon Feinstein (Humble Arts) + Jamie Martinez (Arte Fuse)

2019: treat america project / OSNY Project Space / New York, NY / Curated Jon Feinstein (Humble Arts) + Jamie Martinez (Arte Fuse)

2018: FEVER DREAM / FJORD Gallery / Crane Arts / Philadelphia, PA

2018: Bring Your Own Beamer / SPACE Gallery / Portland, ME

2018: FREEZE-THAW: Field Research + New Works from The Arctic Circle / 3S Artspace / Portsmouth, NH

2018: The Friction Coefficient of Ice Against Various Materials / SPACE Gallery / Portland, ME / [\(solo\)](#)

2018: Ice Core / Maine-North Atlantic & Arctic Education Consortium / University of Southern Maine / Portland, ME

2018: The Shape Open: 2018 / Shape Arts / The Art Pavilion, Mile End / London, UK

2018: Alumni Exhibition / Hewnoaks Artist Colony / Gallery 49 at Oxbow / Portland, ME

2017: Manufactured Untruths / CASP 5&J Gallery / Charles Adams Studio Project / Lubbock, TX

2017: Elemental States / PROCESS / Art at Akari / Portland, ME

2017: Photo A Go-Go / The Bakery Photo Collective + Speedwell Projects / Portland, ME

2017: ICELANDx207: Container / Public Art / Shipping Container / MBH+H / Rockland, ME / [\(solo\)](#)

2017: Water / Midwest Center for Photography / Wichita, KS

2017: NOT THE GRAMMYS / Terrault Contemporary / Baltimore, MD

2017: The Feminist Opposition / Hera Gallery / Wakefield, RI

2017: Mommie Dearest / LENS CRATCH / Online

2016: ICELANDx207: Container / Public Art / Shipping Container / Ocean Gateway Terminal / Portland, ME / [\(solo\)](#)

2016: ICELANDx207: Container / Public Art / Shipping Container / Thompson's Point / Portland, ME / [\(solo\)](#)

2016: ICELANDx207: Container / Public Art / Shipping Container / University of Southern Maine / Portland, ME / [\(solo\)](#)

2016: ICELANDx207: Container / Public Art / Shipping Container / Congress Square Park / Portland, ME / [\(solo\)](#)

2016: Sea Change: Portland on the Edge of the New North / Maine Maritime Museum at Lewis Gallery / Portland, ME

2016: ON THE SEA: Intersections of Culture and Commerce / University of Southern Maine / Abromson Center / Portland, ME / [\(solo\)](#)

2016: Interior Dimensions / The Fine Arts Center of Hot Springs / Hot Springs, AR

2016: Waiting / MCLA Gallery 51 / North Adams, MA

2016: Fresh! 2016: The Modern Portrait / JanKossen Contemporary / New York, NY

2016: Filmideo 2016 / Index Art Center / Newark, NJ

2016: Art + Science National Juried Exhibition / Indiana University East / Richmond, IN

2016: RUMPUS IV / Engine / Biddeford, ME

2016: Green Line: Pop-Up / O'Maine Studios / Portland, ME / [\(solo\)](#)

2016: IN:LINE / Sulfur Studios / Savannah, GA

2016: Forging Affinities / University of Southern Maine Art Gallery / Gorham, ME

2016: Seeing Through: Maine Photographers, 30 and under / Maine Media Workshops + College / PhoPa Gallery / Portland, ME

2015: Green Line: Preview Exhibition / Ocean Gateway Terminal / Portland, ME / (solo)

2015: Photo A Go-Go / The Bakery Photo Collective / Westbrook, ME

2015: Free for All 5 / Space Gallery / Portland, ME

2010: twenty-four/seven / Isaac Dyer Gallery at Dragonfly Farms / Gorham, ME / (solo)

2010: Space Oddity / Sanctuary / Portland, ME

2010: Movies Made Me / Sanctuary / Portland, ME

2009: D.I.Y. / Woodbury Campus Center / Portland, ME

2009: The President's Show / The Office of the President / University of Southern Maine / Portland, ME / (solo)

2008: Produce: BFA Exhibition / University of Southern Maine Art Gallery / Gorham, ME

Curatorial + Special Projects

2022: The Ice Machine of Negative Capability with Joan Naviyuk Kane / Portland Museum of Art / Portland, ME

2021: MNAI Convenes / Panel Series / Maine North Atlantic Institute / University of Southern Maine / Portland, ME

2020: Visualizing Maine + the North Atlantic / Maine North Atlantic Institute / University of Southern Maine / Portland, ME

2018: There's No Beginning and There's No End / Buoy Gallery / Kittery, ME / (Curatorial)

2018: Continuum: Pushing Towards the Light / Nuit Blanche / Toronto, CA / (Concept Collaborator)

2018: Freeze-Thaw: Field Research + New Works from The Arctic Circle / 3S Artspace / Portsmouth, NH (Curatorial)

2018, 2017, 2016, 2015: Scandinavian Northern Lights / Temporary Art Installation / Eimskip / Portland, ME

2019, 2018, 2017, 2016, 2015, 2014: Blood Work: Community Exhibition / National Hemophilia Foundation / Annual Meeting

2019, 2018, 2017, 2016, 2015: (ART FACTOR): Community Exhibition / Hemophilia Federation of America / Annual Symposium

Visiting Artist, Lectures, Service + Panels

2019: Cultural Connections / Maine North Atlantic Institute / University of Southern Maine / Portland, ME / (Working Group)

2019: Melt Down / Portland Public Library / Portland, ME / (Artist Talk)

2019: Melt Down / Sunday Salon / Center for Maine Contemporary Art / Rockland, ME / (Artist Talk)

2018: The Friction Coefficient of Ice Against Various Materials / SPACE Gallery / Portland, ME / (Artist Talk)

2017: ICELANDx207: Container / Honors Program / University of Southern Maine / (Visiting Artist)

2016: ICELANDx207: Container / Honors Program / University of Southern Maine / (Visiting Artist)

2016: ICELANDx207: Container / Photography Program at University of Southern Maine / (Visiting Artist)

2016: Lightning Workshops: ICELANDx207: Sailing the Green Line / University of Southern Maine / (Visiting Artist)

2015: Green Line Overview / University of Southern Maine / (Visiting Artist)

2015: Getting Your Art On / National Hemophilia Foundation / Annual Meeting / (Panel)

2015: Art + Chronic Illness / Novo Nordisk / Annual Meeting (Visiting Artist)

2014: Art as Therapy, The Creative Economy + Image Culture / National Hemophilia Foundation / Annual Meeting (Panel)

2014: Pow! Splat! Wham! Comics + Chronic Illness / National Hemophilia Foundation / 66th Annual Meeting (Panel)

2014: Creativity, Social Norms + Medicine / Biogen Idec (Visiting Artist)

Publications

Fall 2018: Flash Forward 2018 / The Magenta Foundation / Toronto, CA

November 2017: Gluggaveður / ICEVIEW (Magazine) / Volume 2 / Reykjavík, Iceland

Spring 2018: These Works Will Haunt You: A Conversation on the 2018 Portland Museum of Art Biennial / The Chart / Volume 3, No. 2 / Maine

May 2016: Interview / Images: Selections from "ICELANDx207: Green Line" / The Journal / Ohio State University / Margaret Cipriano

Spring 2018: GRAPHS & CHARTS & GRIDS / MAKE8ELIEVE Magazine / Issue #13 / Switzerland

Press

September 9, 2020
Gimme Shelter: Portland Bus Stops Become Vehicles for Artistic Expressions of Diversity
Portland Phoenix / Emily Duggan

August 7, 2020
Creative Portland Installs Art in City Bus Shelters
Portland Press Herald / Emma Sorkin

August 6, 2020
USM Art Alum Justin Levesque's Work Selected for Portland Bus Shelter Installation
USM Art Department News

April 8, 2019
Art Department Professor Jan Piribeck and Artist Justin Levesque /USM Now / WMPG / Suzanne Murphy

April 7, 2019
Water churns and melts in CMCA's 2 major exhibits
Portland Press Herald / Dan Kany

April 1, 2019
Climate change seen from the frozen tundra
News Center Maine: 207 / Rob Caldwell

March 24, 2019:
Rockland art center aims to create climate-change awareness through exhibit
Portland Press Herald / Bob Keyes

March 18, 2019
Let's Talk with Bruce Brown and Justin Levesque
WMPG / Chris White

March 2019
Melt Down
Maine Home + Design / Emma Simard

February 3, 2019
Talking about a revolution: Why the Westbrook ice disk captivated the world
Portland Press Herald / Bob Keyes

May 22, 2018:
Tuesday Night Talk Radio
WMPG / Christopher White

April 9, 2018:
Justin Levesque: PLACE/HOLD
Lenscratch / Eliot Dudik

December 14, 2017:
Manufactured Untruth at 5&J Gallery
Glasstire / Natalie Hegert

August 13, 2017:
Maine artists head to the Arctic in search of a new frontier
Portland Press Herald / Bob Keyes

December 27, 2016:
Maine looks north, hoping to become a gateway to the Arctic
The Christian Science Monitor / Henry Gass

October 13, 2016:
Exploring USM Art alumnus Justin Levesque's ICELANDx207:

Container exhibition
USM Voices / Julia Sivakoff

October 6, 2016:
How Maine is turning itself into an Arctic player
Alaska Dispatch New / Tom Bell

October 2016 / Fall Issue:
On Deck
Down East Magazine / Brian Kevin

September 14, 2016:
Exhibit to hang in a shipping container, showing Portland-Iceland connection
Portland Press Herald / Bob Keyes

September 14, 2016:
Why this Maine artist is showing his exhibit in a shipping container
Bangor Daily News / Kathleen Pierce

September 2016:
Tuesday Night Talk Radio
WMPG / Christopher White

August 29, 2016:
Slow Boat to Iceland
Take Magazine / John W. Arvanitis

April 18, 2016:
Portland Photographer Wants to Open Gallery Inside Shipping Container
Portland Press Herald / Bob Keyes

March 31, 2016:
USM Alumnus Justin Levesque:
Chosen for Arctic Circle
University of Southern Maine / Public Affairs

February 20, 2016:
Artist Documents Seagoing Life Aboard Icelandic Cargo Ship
The Reykjavik Grapevine / John Rogers

February 16, 2016:
An Inhibitor on the High Seas
HFA Community Voices / Rich Pezzillo

January 29, 2016:
Towing the Green Line
The Chart / Benjamin Spalding

January 29, 2016:
SPACE Gallery Announces:
2016 Kindling Fund Grantees
The Chart / Jenna Crowder

January 29, 2016:
VIDEO: USM Art alum Justin Levesque '10 explores Maine's growing partnership with Iceland through photography, podcast
University of Southern Maine / Public Affairs

January 23, 2016:
Show 161: ICELANDx207 – Artist Justin Levesque
TideSmart Radio / TideSmart Global

January 21, 2016:
LÍFIÐ UM BORD
Fréttir / EIMSKIP.IS

December 30, 2015:
A Glimpse Inside A Container Ship
MaineToday / Portland Press Herald / Bob Keyes

December 8, 2015:
Tuesday Night Talk Radio
WMPG / Christopher White

November 11, 2015:
Guest Appearance, ICELANDx207
News Center Maine: 207 / Caroline Cornish

September 11, 2014:
What's Blood Got to Do With It?
The Good Men Project / Sami Jenkins



Justin Levesque
25 Catherine Street
Portland, Maine 04102



Cover Letter

Portland Public Art Committee
Department of Planning and Development City of Portland
389 Congress Street
Portland, Maine 04101

To whom it may concern:

I am writing to express my interest in joining the Portland Public Art Board as a committee member. I am a long-time resident of Portland, Maine and have a strong passion for the arts and their impact on our community.

I have a deep appreciation for the beauty and creativity that public art brings to our city and I am eager to contribute my skills and knowledge to help further the mission of the Portland Public Art Board. With a background in fine arts and the production of public art, I believe I would bring valuable insights and perspectives to the committee.

In addition to my professional experience, I have been actively involved in various art-related initiatives in Portland for many years. I have participated in community art projects, volunteered at local museums and galleries, and have been a strong advocate for the arts in my personal and professional networks.

I am particularly drawn to the Portland Public Art Board's commitment to promoting local artists, celebrating our city's diverse cultural heritage, and creating public spaces that are engaging and accessible to all. I am confident that my passion for the arts and my commitment to the city of Portland would make me a valuable addition to the committee.

Thank you for considering my application. I look forward to the opportunity to discuss my qualifications further and to contribute my skills and enthusiasm to the Portland Public Art Board.

Sincerely,

Justin Levesque

Good afternoon,

I am writing to express my interest in serving on the Portland Maine Ethics Commission. One of my core beliefs has always been that those in seats of leadership and authority must act in the best interest of their constituents and community, being fully transparent, honest, and of course, ethical, and that they should be held accountable if they aren't. As community members, we put our full trust into whom we elect, and we expect them to act in our best interest. To quote Section 1 of the City of Portland Code of Ethics, "...the City's powers and resources are to be used for the benefit of the common good rather than any official's personal benefit. The principles of equitable and fair municipal governance shall include but are not limited to honesty, trust, integrity, transparency, individual and collective behavior that promotes responsibility, accountability, mutual respect, and commitment to the City and its constituents." These sentences could not be more crucial to a city's administration.

As a resident of Portland Maine since 2018, I have worked to immerse myself in the community both professionally and voluntarily. Having just served a 2-year term on the Clean Elections Review Board, I gained tremendous insight and knowledge into what it means to be an ethical elected official through the creation of the Board's rule packet and through the appeal hearings we held. As a Board member of the Portland Regional Chamber of Commerce, PROPEL (a young professionals networking organization within the Chamber of Commerce), and the Maine Women's Conference, I have gained valuable general Board experience in terms of policy and conduct.

If selected as a member of the Ethics Commission, I would ensure that my contributions would be unbiased towards any City Official/employee and with our city's best interests in mind. Portland prides itself on being a community of close-knit, humble, and honest people, and our elected officials should embody such.

I am greatly looking forward to this opportunity.

Sincerely,

Maria Maffucci

Maria Maffucci

EDUCATION

Leadership Portland Class of 2023

January-June 2023

- This program allows for its participants to engage with local leaders from various sectors around Portland and learn about the complex issues targeting the city and discuss inspiring solutions. Participants explore the places, programs, and people that define Portland's history, and influence the immediate present.

Boston University-Online Paralegal Studies Certificate Program

September-December 2020

- This program is geared towards preparing those who seek to become professional paralegals through a 14-week course consisting of 7 rigorous learning modules related to legal research & writing, litigation, legal technologies, probate & family law, real estate law, and corporate law.

University of Maine, Orono, ME

Graduation Date: May 2018

- B.A. in Political Science, Honors College
- Minor in Marketing
- Graduated cum laude
- **Undergraduate Thesis:** *"The Electoral College: A System for the People?"*

RELEVANT WORK EXPERIENCE

Litigation Legal Assistant at Curtis Thaxter

March 2024-Present

- Assist attorneys and staff with document management, administrative, and other varying duties relating to the litigation process of a case.

Litigation Legal Assistant at Perkins Thompson

June 2023-January 2024

- Assist attorneys and staff with document management, administrative, and other varying duties relating to the litigation process of a case.
- Occasional reception duties consisting of taking incoming client calls, organizing meetings, and maintaining attorney calendars.

Environmental/Litigation Paralegal at Preti Flaherty

June 2021-June 2023

- Assist environmental attorneys and staff with preparation for hearings/trials and with relevant projects.
- Draft legal documents, conduct legal research, maintain and organize internal electronic legal documents as well as various administrative duties.

Receptionist/Floating Legal Assistant at Robinson, Kriger & McCallum

November 2019-June 2021

- Attend to clients/visitors and take inquiries both on the phone and in person. Maintain positive contact with clients, attorneys, and staff while observing the confidentiality of client and firm matters.

ADDITIONAL EXPERIENCE

Portland Clean Elections Review Board

July 2023-June 2025

Portland Regional Chamber of Commerce – Board Member

June 2022-Present

- Support and promote the growth and success of Portland businesses through varying services and local opportunities.

PROPEL - Board Member

January 2020-Present

• Vice President

August 2023-Present

- Assist with planning and organizing various local networking events and webinars for young professionals in the Portland area, assume duties of the President in his absence i.e. chairing Board meetings. .

Junior League of Portland-General Member

June 2019-Present

• Marketing Chair

May 2024-Present

- Chair monthly Marketing committee meetings and manage all of the League's social media accounts to promote our various events, fundraisers, and opportunities, as well as create advertising content.
- Work alongside a cohort of women in the Portland area to affect change and improve the community through developing effective volunteer leadership.

Maine Women's Conference - Co-Marketing Chair

February 2024-Present

- Work alongside the Co-Marketing Chair to promote the annual Maine Women's Conference as well as keep our Conference branding, social media, and website up to date.

Sexual Response Services of Southern Maine (SARSSM) - Volunteer Advocate

October 2023-Present

- Volunteer every Tuesday evening on the SARSSM crisis helpline to facilitate incoming calls and give guidance to each caller on next steps they can take regarding their situation.

Rebecca Bolduc

City of Portland | Generated 5/22/2025 @ 11:25 am by OnBoardGOV - Powered by ClerkBase

Status

Name Rebecca Bolduc
Application Date 5/1/2025
Expiration Date 5/1/2026
Status Received

Board	Vacancies	Status	Actions
Rent Board	1	Pending	☐

Basic Information

Name
Rebecca Bolduc

Contact Information

Address
64 Presumpscot St
Portland, ME 04103

Email
[Redacted]
[Redacted]

Additional Information

Notes
Generated 5/22/2025 @ 11:25 am

64 Presumpscot Street // Portland, ME 04103 // ()

PROFILE

- Excellent communication, leadership and organizational skills
- Knowledge of Microsoft office products, WordPress and social media
- Quick learner able to grasp new ideas and concepts
- Dedicated attention to detail
- Self-motivated, ambitious and flexible
- Ability to constantly reprioritize and work well under pressure
- Keen ability to pick up patterns of behavior in order to better anticipate needs of others

ASSISTANT TRUST OFFICER

Verrill Dana, LLP // Portland, ME // 2022-Present

- Check processing for trusts and estates for bill payments, distributions, estimated tax payments, and trustee fees.
- Process outgoing wire transfers and ACH transactions for beneficiaries.
- Prepare and distribute quarterly invoices for trustee fees.
- Compile data for bimonthly investment review meetings. Prepare meeting minutes as well.
- Verify and execute trade recommendations. Audit trades after settlement.
- Review and reconcile financial statements.
- Provide accountants with information to complete trust tax returns.
- Answer inquiries from personal representatives, trustees, beneficiaries, accountants and investment advisers/managers.
- Assist Senior Trust Officer and Trust Officer/Personal Affairs Manager in real estate management.
- Provide assistance with quarterly billing process.

- Prepare accountings.
- Scan and e-file documents, statements and tax returns.
- Preparation of trust key data worksheets.
- Maintain a trust database of key information.
- Assist the Senior Trust Officer and Trust Officer/Personal Affairs Manager with Personal Affairs Management clients and other duties as needed.

ADMINISTRATIVE ASSISTANT

Marcum, LLP // Portland, ME // 2012-2022

- Responsible for systems administration and was instrumental in providing assistance with new systems during merger.
- Participate in regional focus groups to refine and create new policies and procedures.
- Assist partners and professionals with their business and administrative needs as it relates to tax document filing, word processing, scanning and copying.
- Prepare and edit visual and statistical information (including Excel spreadsheets and Power Point presentations).
- Compose, proofread, and review routine correspondence including tax returns, IRS correspondence and other documents as requested. Responsible for accuracy and clarity of final copy.
- Provide final tax returns to clients and assist clients with basic requests.
- Accounts receivable including billing and payment processing.
- Proofread financial statements for grammar, punctuation, spelling, and content under tight deadlines.
- Event planning for both internal and external events.

EDUCATION

BACHELOR'S DEGREE IN BUSINESS ADMINISTRATION
Saint Joseph's College // Standish, ME

COMMUNITY SERVICE

Wish Granter // Make-A-Wish Maine // 2011 - present
Board of Trustees // Portland Players // 2023-present

Rebecca Bolduc

[REDACTED]

[REDACTED]

64 Presumpscot St.,
Portland, ME

May 1, 2025

Dear Recipient:

Assistant Trust Officer
Verrill Dana, LLP
Portland, ME

As a long-time resident, I've always enjoyed being involved in the community. I've been involved with many organizations over the years and currently serve in two main volunteer roles. I'm interested in getting involved with the Rent Board as I've been both a tenant and landlord and witnessed first-hand some of the issues on both sides. I believe I can bring a fair and level-headed approach in dealing with issues that arise. I appreciate your consideration.

Sincerely,
Rebecca Bolduc

Enclosure

Rosemary Paine

City of Portland | Generated 5/22/2025 @ 11:48 am by OnBoardGOV - Powered by ClerkBase

Status

Name Rosemary Paine
Application Date 5/15/2025
Expiration Date 5/15/2026
Status Received

Board (Rank)	Vacancies	Status	Actions
CDBG (Annual Allocation Committee (0))	1	Pending	☐
Ethics Commission (1)	7	Pending	☐
Portland Housing Authority (2)	0	Pending	☐

Basic Information

Name
Rosemary Paine

Contact Information

Address
10 Deering St Apt 1
Unit 1
Portland, ME 04101

Email
[Redacted]
[Redacted]

Additional Information

Notes

Generated 5/22/2025 @ 11:48 am

Rosemary Paine MSN, FNP-BC, [REDACTED]
[REDACTED]
[REDACTED]

EDUCATION

Northeastern University, Boston, MA
Bachelor of Science, Health Science, 2011

MGH Institute of Health Professions, Boston, MA
Bachelor of Science, Nursing; Masters of Science, Nursing, 2015

University of Pennsylvania, Philadelphia, PA
Certificate, Adult Gerontology Acute Care Post Graduate Certificate,
2023

EXPERIENCE

Nurse Practitioner, *Burn and Soft Tissue Surgery Service*
Maine Health – Maine Medical Center; Portland, ME — Jan 2018 -
Present

- Serves as member of the multidisciplinary burn and soft tissue surgery team with attending surgeon, nurses, therapy, psychology, nutrition and social work.
- Manages burn patients during admission, daily rounding, wound care, operative management and discharge planning.
- Manages burn patients in the outpatient clinic for follow up and new referrals with the burn team.
- First assistant to surgeon in the operating room.
- Trains new surgical residents and advanced practice providers on burn care and the surgical management of wounds.
- Provides education to members of the multidisciplinary burn team via didactic lectures.
- Promotes quality care through program development initiative, process and quality improvement and guideline development.
- Participates in research initiatives as principal investigator for institutional and multi-center projects.
- Coordinates and teaches Advanced Burn Life Support for burn care providers.

Nurse Practitioner, *Trauma Surgery Service*
Maine Health – Maine Medical Center; Portland, ME — Aug 2015 - Dec
2017

- Served as a member of the trauma surgery team at a Level 1 Trauma Center.

- Managed trauma patients from admission through discharge including daily rounding, specialty service consultation, family and patient education, and discharge planning.
- Trained and educated new nurse practitioners, physician assistant and surgical residents rotating onto the service.

LICENSURE AND CREDENTIALS

Board Certified Family Nurse Practitioner, American Nurses Credentialing Center, 2015

Board Certified Adult Gerontology Acute Care Nurse Practitioner, American Nurses Credentialing Center, 2023

Registered Nurse, Maine Board of Nursing, 2015-present

Nurse Practitioner, Maine Board of Nursing, 2015-present

CERTIFICATIONS

Advance Trauma Life Support (2020)

Registered Nurse First Assistant (2019)

Advanced Burn Life Support (2018)

Advanced Burn Life Support Instructor (2018)

Advanced Cardiac Life Support (2023)

PUBLICATIONS

Paine RE, Turner EN, Kloda D, Falank C, Chung B, Carter DW. Protocoled thrombolytic therapy for frostbite improves phalangeal salvage rates. Burns Trauma. 2020;8:tkaa008. doi:10.1093/burnst/tkaa008

Porcheray F, DeVito J, Yeap BY, et al. Chronic humoral rejection of human kidney allografts associates with broad autoantibody responses. Transplantation. 2010;89(10):1239-1246. doi:10.1097/TP.0b013e3181d72091

Scha'Chia Murphy, Paine R, Falank C, Ontengco J, Sheppard F, Carter DW. Physical Examination is Inadequate to Rule Out Thoracolumbar Spine Injuries in a Rural Trauma Center. World J Surg Surgical Res. 2021; 4: 1303.

ACADEMICS

University of Southern Maine, visiting professor

School of Nursing, Adult Geriatric Acute Care Nurse Practitioner Program
Integumentary Disorders

Maine Health – Maine Medical Center

Advanced Practice Provider Critical Care Residency

Burns and Necrotizing Soft Tissue Infections

COMMITTEES

Northeast Region Burn Conference Host Committee, 2019

Northeast Region Burn Conference Planning Committee, 2023 - Present

American Burn Association, Clinical Practice Guidelines Committee, 2023 - Present

PRESENTATIONS

Protocolled thrombolytic therapy for frostbite improves phalangeal salvage rates.

Podium Presentation

Northeast Regional Burn Conference

Portland, ME - November 2019

Elderly Burns: Do We Stand A Chance?

Breakout Session Presentation

Northeast Regional Burn Conference

Portland, ME - November 2019

Protocolled thrombolytic therapy for frostbite improves phalangeal salvage rates.

Podium Presentation

Bredenberg/Webber Spring Symposium

Portland, ME - May 2021

Anorexia Nervosa in Burn Patients

Podium Presentation

North American Burn Society

Telluride, CO - March 2022

Frostbite: From Injury to Healing to Prevention

Plenary Session Presentation

Northeast Regional Burn Conference

Mashantucket, CT - November 2022

Challenging Case Multidisciplinary Presentation

Northeast Regional Burn Conference

Providence, RI - November 2023

Outpatient Burn Care

Educational Session

Maine Academy of Physicians Associates - Annual Conference

Bar Harbor, ME - October 2023

The Role of ICG-Microangiography in Frostbite Management

Podium Presentation
North American Burn Society
Tahoe, CA - March 2024

Advanced Practice Providers in Burn Care
Educational Session
American Burn Association - Annual Meeting
Chicago, IL - April 2024

Engaging the Multidisciplinary Team in Burn Care
Plenary Session Presentation
Northeast Regional Burn Conference
Newark, NJ - November 2024

Rosemary Paine, MSN, FNP-BC, AGACNP-BC, RNFA
10 Deering St.
Portland, ME 04101



May 15, 2025

Dear City of Portland – Boards and Commissions,

I am writing to express my interest in serving as a volunteer board member for the city of Portland. I am interested in serving on the Community Development Block Grant Annual Allocation Committee, Ethics Community or Portland Housing Authority. With a professional background as a nurse practitioner and extensive experience in multidisciplinary collaboration, program development, and committee leadership; I am eager to contribute my skills to ensure transparent, equitable, and community-focused decisions.

In my current role at Maine Medical Center, I work with patient suffering burn and traumatic injuries, aggressive skin infection, complex wounds, amputations and spinal cord injuries. This population represents the most needy patients in our community given their low socioeconomic status and subsequent life changing injuries. With the perspective of a health care provider, I am driven to advocate for the needs of this population outside of the hospital. In my role, I coordinate patient care, contribute to process improvement initiatives, and participate in strategic planning to advance the work we do. My involvement in multiple regional and national committees, including the American Burn Association Clinical Practice Guidelines Committee, has honed my ability to analyze data, develop policy, and engage diverse stakeholders in decision-making processes.

I am motivated to bring this experience to the City Budget Allocation Board, ensuring that community resources are allocated fairly and responsibly. I am particularly passionate about supporting initiatives that promote public health, safety, and inclusivity – especially for the least fortunate in our community.

Thank you for considering my application.

Sincerely,

Rosemary Paine, MSN, FNP-BC, AGACNP-BC, RNFA

Shirley Peterson

City of Portland | Generated 5/22/2025 @ 11:44 am by OnBoardGOV - Powered by ClerkBase

Status

Name Shirley Peterson
Application Date 5/13/2025
Expiration Date 5/13/2026
Status Received

Board	Vacancies	Status	Actions
Portland Housing Authority	0	Pending	☐

Basic Information

Name
Shirley Peterson

[Redacted]
[Redacted]
[Redacted] 22/2025 @ 11:44 am

Contact Information

Address
270 Presumpscot St
Portland, ME 04103
Email
[Redacted]
[Redacted]
[Redacted]



Shirley Peterson



PROFESSIONAL SUMMARY

My 25 year tenure at MaineHealth honed my skills in relationship management. Leveraging problem-solving abilities and attention to detail. Poised to contribute to team success and achieve positive results. Thorough team contributor with strong organizational capabilities.

SKILLS

- Supplier relationship management
- Problem-solving abilities
- Multitasking
- Time management
- Reliability
- Adaptability

WORK HISTORY

SUPPLY CHAIN SUPERVISOR

03/2025 to CURRENT

MaineHealth - Maine Medical Center | Scarborough, ME

- Managed multiple staff members to perform duties in accordance with established procedures.
- Reduced lead times for critical materials through proactive supplier management and effective communication with stakeholders.
- Communicated directly with suppliers and analyzed contracts and service cost-effectiveness.
- Collaborated with cross-functional teams to develop demand forecasts, ensuring adequate inventory levels for optimal order fulfillment.

SUPPLY CHAIN COORDINATOR

04/2024 to 03/2025

MaineHealth | Scarborough, ME

- Optimized warehouse space utilization, consolidating stock and improving overall organization.
- Analyzed data to identify trends and opportunities for process improvements, leading to increased efficiency in operations.

PHARMACY BUYER

08/2000 to 04/2024

MaineHealth - Maine Medical Center | Portland, ME

- Ensured adherence to federal regulations governing pharmaceutical procurement processes, such as DEA requirements or FDA guidelines for controlled substances handling procedures.
- Participated in continuing education opportunities to stay current on best practices in pharmaceutical procurement and inventory management.

- Participated in interviews and determining new hires.
- Assisted in the implementation of new pharmacy software systems, leading to increased efficiency in order processing and inventory management.
- Enhanced supplier relationships through regular communication, resulting in better pricing and more favorable terms for the organization.
- Maintained comprehensive documentation of all inventory-related activities, supporting audit readiness and regulatory compliance requirements.
- Participates in the clinical evaluation of products, as appropriate, by providing purchasing expertise and obtaining data on various aspects of the product.

KITCHEN SUPERVISOR

09/1993 to 09/2023

Portland Eagles | Portland, ME

- Trained new team members on kitchen procedures, safety protocols, and company standards.
- Enhanced kitchen efficiency by streamlining processes and implementing time-saving techniques.
- Developed kitchen staff through training, disciplinary action, and performance reviews.
- Coached new hires in kitchen protocols, speeding up their integration into team.

EDUCATION

Certificate of Technical Studies | Manufacturing And Technologies

08/2000

Portland Adult Education, Portland, ME

High School Diploma

06/1988

Portland High School, Portland, ME

CERTIFICATIONS

CPhT 340B University

VOLUNTEER WORK

Commissioner on the Board of Portland Housing since 2008.

SHIRLEY PETERSON

Portland, ME 04103 | 2 [REDACTED]

May 13, 2025

Portland City Council

RE: Portland Housing Authority Commissioner

To City Council,

I would like to be considered for reappointment to PHA housing commissioner. I am currently the longest standing member of the board. I have been a commissioner since my first appointment in 2008.

I first held the appointment as a Resident Commissioner. Having participated in all of the programs offered from PHA. First as a Public housing tenant, then as a Section 8 voucher holder. To finally graduating from the FSS program and becoming a homeowner. I also received a housing grant from the City of Portland in 2005, for the home that I still currently reside in.

I feel my personal experience and knowledge of what PHA has to offer as well as where it can take you is a much needed and valuable asset to the board. I am an example of what is called a "Success Story". I state this as I have been invited to share my story on several occasions.

Through my success completion of the Family Self Sufficiency program I was able to obtain my current employment at MaineHealth, to which I have held for 25 years. Within the past year I made the decision to take a promotion with the organization that has lead to new and exciting opportunities. PHA is not just about housing it is also about the opportunities it can provide.

To demonstrate the scope of all that I have been able to accomplish through hard work and the opportunities provided, please see an amended copy of my resume attached.

Sincerely,
Shirley Peterson



Steven Landry

City of Portland | Generated 5/27/2025 @ 10:23 am by OnBoardGOV - Powered by ClerkBase

Status

Name Steven Landry
Application Date 2/10/2025
Expiration Date 2/10/2026
Status Received

Board	Vacancies	Status	Actions
Landcare Management Advisory Committee	3	Pending	☐

Basic Information

Name
Steven Landry

Contact Information

Address
9 Cushing Court
Portland, ME 04103



Additional Information

Notes
Generated 5/27/2025 @ 10:23 am

Steven Landry

Portland, ME 04103



Summary

One year's experience in retail hardware sales and service. Twenty -seven years of experience in facility management of multi-building museums, cultural and education facilities. Organized independent worker, who effectively coordinates tasks to accomplish projects with efficiency, creativity, and exceptional customer service. Experienced managing budgets and planning while maximizing savings and getting the best value.

Retail Sales

- Provide excellent customer service, greet, and assist customers with problem solving and product knowledge
- Maintain product inventory, report shortages, and suggest new products to carry
- Co-manage Lawn and Garden department, order, price, inventory and stock products
- Rotate and display seasonal products
- Process special orders

Facility Management

- Perform daily maintenance, security, custodial, and grounds tasks for a 72k sq ft. multi-building complex
- Schedule and perform preventive maintenance programs
- Respond promptly to facility maintenance needs and emergencies
- Perform monthly tests, annual state inspections, and bi-annual insurance company inspections
- Monitor fire and burglar alarm systems and HVAC building management systems
- Develop project specifications, conduct bidding, negotiate contracts, hire, and supervise outside contractors and vendors
- Manage building projects:
 - interior building renovations and painting
 - re-roofing and painting of several buildings
 - design and construction of parking lot
 - replacement of HVAC roof top units
 - emergency repairs – HVAC and boiler failures, flooding
 - installation of solar arrays and telephone and alarm systems
- Managed facility rentals – business meetings, parties, weddings, and special events
- Coordinate logistics for public events, including setup, cleanup, parking management, and crowd control
- Supervise and perform landscape and trail improvements and seasonal maintenance

Finance & Organization

- Prepare and execute a facility management annual plan and operating budget of \$170k
- Prepare and execute capital improvement budgets and plans
- Initiate project specifications and bidding process
- Define and develop long range maintenance plan
- Renegotiated contracts resulting in over \$15,000 in annual savings

Communication & Training

- Train staff annually in safety and security procedures; membership recruitment and customer service
- Instruct and supervise part time staff and volunteers
- Professionally represents organization before town boards and departments
- Respond to tenant and facility rental needs in a professional and responsive manner

Exhibitions and Collections Care

- Ensure high standards of presentation and security for objects on exhibit
- Manage a clean and orderly fine art storage rental facility
- Work closely with exhibition curators to achieve effective and aesthetic design solutions for object display as well as overall exhibition design and signage
- Design and build cases and mounts for the display of a wide variety of objects
- Design and set lighting for exhibitions

Professional Experience

Eldredge Lumber and Hardware, Portland, ME

Retail Sales Associate October 2023-Present

Maine Historical Society, Portland, ME

Facilities Manager December 2015-October 2023

Museum of American Bird Art at Mass Audubon, Canton, MA

Property Manager II 1999-2015

Property Manager I 1998-99

Property Worker 1996-98

Sacks Exhibits, Wilmington, MA

Production Manager

Logistics Manager

American Repertory Theatre, Harvard University, Cambridge, MA

House Manager

Stage Supervisor

Assistant Stage Supervisor

Staff Committees

- COVID-19 Re-opening Taskforce 2020
- Safety Committee, 2005-2015
- Capital Projects Review Committee, 2000
- Museum of American Bird Art Strategic Planning, 1999

Certifications & Trainings

- OSHA 10 Hour Training
- EPA Certified Renovator
- Heritage Emergency Response Training – FEMA/Smithsonian Institution
- Certified Institutional Protection Manager – International Foundation for Cultural Property Protection
- New England Museum Association trainings: safety, security, and emergency preparedness; exhibition techniques; outdoor exhibitions; and packing
- First Aid/CPR

Education

Northeastern University, Boston, MA

Graduate Certificate Nonprofit Management

Ithaca College, Ithaca, NY

BFA Theatrical Production/Design

Additional Qualifications

Able to lift 60 pounds, possess a valid driver's license and can travel as required, able to work evenings and weekends, experience with Microsoft Office suite – Word, Excel, Outlook, Teams.

Steven Landry

Portland, ME 04103

2/10/2025

To Whom it May Concern,

I would like to apply for an open position on the Landcare Management Advisory Committee. Attached is my current professional resume of my employment experience that has some skills and experiences that may be pertinent to this position on the Landcare Management Advisory Committee. I hope to convey with this letter additional information on pertinent skills and experiences that I hope you will find useful to the committee's work.

During my nearly 20 years at the Mass Audubon Society, I maintained a Massachusetts Pesticide Applicators License so that I could manage invasive plant species on the 120-acre property that I managed. Mass Audubon has since updated its policies regarding pesticide use to be in line with using pesticides only as a last resort. I also managed the grounds around the buildings without using any synthetic fertilizers, and I created and updated species lists of the various flora and fauna found on the property.

I also served on the Town of Canton, Massachusetts Conservation Commission for three years, serving briefly as the chair. I also served on the Pequitside Farm and Reservoir Pond sub-committees. During that time, I attended annual Massachusetts Association of Conservation Commissions conferences and completed 6 of 9 training units.

I have earned an Advance Certificate in Native Plant Studies from the Native Plant Trust (formally the New England Wild Flower Society). For the final project for the certificate, I conducted an Ecological Assessment and Survey of a 31-acre property owned by the Land Preservation Society of Norton, MA. And for 4 years I was a Plant Conservation Volunteer surveying endangered plant species in Massachusetts and Rhode Island.

More recently I have volunteered to serve on my condo associations Architecture and Grounds Committee for three years. This committee is responsible for guiding certain aspects of the grounds maintenance and reviewing owner applications to make modifications to the limited common areas around their units.

My most recent employment at Eldredge Lumber included specific duties in the Lawn and Garden Department. The Eldredge Lumber Company is very supportive of using organic fertilizers and non-pesticide solutions. The store has almost no synthetic fertilizers or pesticides. And I have spent the last year trying to encourage people to use more organic and healthier lawncare practices.

Thank you for your time considering my application.

Sincerely,

Steven Landry

Steven Landry

Mr Tim L Wells

City of Portland | Generated 4/30/2025 @ 10:58 am by OnBoardGOV - Powered by ClerkBase

Status

Name Mr Tim L Wells
Application Date 4/24/2025
Expiration Date 4/24/2026
Status Received

Board	Vacancies	Status	Actions
Portland Housing Authority	0	Pending	☐

Basic Information

Name
Mr Tim L Wells

Contact Information

Address
33 Montreal Street
Portland, ME 04101



Additional Information

Notes

Generated 4/30/2025 @ 10:58 am

Tim L. Wells

33 Montreal Street
Portland, Maine 04101



30 years leadership experience across a wide variety of organizations, from military, entrepreneurial startups, development organizations, non-profits and Fortune 50 corporations. Consistent record of excellent results and outperformance in very challenging organizational and economic environments. Led very diverse national and global teams with broad functional responsibility. Considerable experience in the construction industry. Lived abroad for 10 years and traveled and conducted business in over 100 countries. Deep experience in strategy formulation, leading organizations through significant change, analytical analysis and execution. My experience spans multiple industries in both the manufacturing and service sectors including property development, construction, telecommunications, hospitality, retail and chemical industries. Serve(d) on multiple boards including President of Portland Media Center, VP of World Affairs Council of Maine and a founding member of Greater Portland Community Land Trust (GPCLT).

Experience

Property Development

Present

Currently developing multi-unit residential projects in Maine including a 12 unit condominium project in Portland. Secured a city property (Randall Street) for the GPCLT and secured financing commitments from CEI, Genesis Fund, \$500K ARPA grant.

Consulting

Conduct consulting assignments in construction, property development, agriculture and telecom industries.

SPX CORP, Portland, ME

Multiple Roles

VP, Global Business Development

Built a new business targeting mobile telecommunications RF infrastructure. Drove all aspects of building the business including the strategic planning and product innovation process. Revamped the R&D process decreasing the innovation cycle from 2 years to 4 months and developed organizational capabilities never before possible. Led business execution including raising financing (\$40MM), cabinet level government relations, M&A, C-level partner relationships, product and portfolio definition, R&D and supply chain. Led negotiations on very large, complex, multi-year infrastructure projects (\$100MM+)

Spearheaded workforce development program winning an MTI \$3.3MM matching grant to build an R&D lab for the UMaine Electrical Engineering Program and partnered with MIT Sloan School conducting G-Lab projects in India, Ghana and Nigeria.

GENERAL ELECTRIC COMPANY, Charlotte, NC

Multiple Roles

Global Product Manager – Construction, Sealants, HCE

Global Marketing Manager - Construction

Sales Force Effectiveness Leader

Global responsibility for pricing, strategic raw material supply negotiations, investment decisions for product line manufacturing capabilities/capacities, R&D direction at 8 manufacturing and R&D centers around the world for GE's construction sealant/waterproofing/roofing business. Led teams of Ph.D. chemists, chemical, manufacturing, mechanical and structural engineers, legal, sales and marketing teams serving the construction industry and projects around the world. Represented GE at main industry groups for architects, engineers, waterproofing, curtainwall, window, cladding contractors and manufacturers.

Tim L. Wells

SPOROS, INC; Boise, ID

1997-2000

President

Led acquisition of multi-unit restaurant chain. Conducted valuation analysis, due diligence, deal negotiations, financial analysis and lined up outside financing. Streamlined operations while doubling sales.

U.S. ARMY: Captain Armor Officer

1989 – 1997

- Served as an Armor Platoon leader, Mortar Platoon Leader, ADA Company Commander, Brigade Fire Support Officer, S3 Plans, G3 Plans and as an Armor Company Commander
- As Company Commander won the Draper Award for top performing Armor Company in the U.S. Army
- Only officer twice individually cited by GEN Wesley Clark for outstanding performance at National Training Center

Education

B.S.B.A., Finance and Marketing, Boston University, Boston, Massachusetts

Professional Development

Strategic Marketing Managers Course

Leadership Development Program

Six Sigma Black Belt Training (DMAIC & DFSS)

Lean Manufacturing

Strategic Pricing Workshop

General Electric Corporation

Center for Creative Leadership

General Electric Corporation

SPX Corporation

Strategic Pricing Group/Holden Advisors

TIM WELLS

[REDACTED]
[REDACTED]

33 Montreal Street
Portland, Maine 04101

RE: Portland Housing Authority
Board of Commissioners

DEAR CITY COUNCILORS,

I would greatly appreciate the opportunity to serve as a commissioner on the Portland Housing Authority's Board of Commissioners. Housing is an issue that I have been passionate about for many years as it is fundamental to a strong, healthy society and City. We all need adequate, secure shelter to live and reach our potential.

I am actively involved and familiar with development, land use legislation and the issues Portland and Maine face with the availability and affordability of housing.

I would love to put my experience and knowledge of construction, design, finance, legal, organizational management and leadership to serve the Portland community through being appointed to the Portland Housing Authority Board.

Sincerely,

Tim Wells
August 20, 2024

Will Elting

City of Portland | Generated 5/22/2025 @ 11:55 am by OnBoardGOV - Powered by ClerkBase

Status

Name Will Elting
Application Date 5/16/2025
Expiration Date 5/16/2026
Status Received

Board	Vacancies	Status	Actions
Parks Commission	1	Pending	☐

Basic Information

Name
Will Elting

Contact Information

Address
35 Mackworth St
Portland, ME 04103



Additional Information

Notes

Generated 5/22/2025 @ 11:55 am

William M. Elting

Relevant Experience

Community Engagement Manager, Sebago Clean Waters, Nov 2023-Present

Sebago Clean Waters is a nonprofit collaborative focused on forest conservation in the Sebago Lake watershed region. As community engagement manager, I facilitate numerous communication, partnership, and engagement initiatives with a focus on raising the visibility of the organization in the greater Portland area. My responsibilities include relationship management with partners ranging from other community nonprofits, to media outlets, and local, national and international businesses and corporations. I oversee all communications for the organization, as well as website upkeep, graphic design of reports and marketing materials, and strategic communications planning.

Event Director, Bicycle Coalition of Maine, Feb 2018- December 2021

The Bicycle Coalition of Maine works to make Maine better for biking and walking. As Event Director, I successfully planned and executed a number of annual events including BikeMaine, The BikeMaine Weekend, The Great Maine Bike Swap, The Women's Ride, The Maine Woods Rambler, the Valet Bike Parking program at several events and locations, as well as other one-off and partnership events. I was active in several board and staff committees, including the leadership team and the diversity, equity, and inclusion committee.

Freelance Graphic and Web Designer, 2015-Present

As a freelancer, I've worked with a variety of clients to produce memorable and thoughtfully designed ads, websites, and art pieces. My deliverables include full websites, print collateral, web based ads, and social media posts.

Operations Manager, SailMaine, May 2013- July 2016

SailMaine provides affordable access to the water through sailing programs on the Portland waterfront. As Operations Manager, I oversaw virtually all aspects of the organization including customer relations, human resources, accounting, program registration systems, graphic design, website maintenance, social media, marketing, event planning, facilities upkeep, and elements of program delivery and safety.

Active member of the **Portland Parks Commission** since September, 2022

Active member of the **Friends of Woodfords Corner** Active Transportation Committee

Education

University of Massachusetts, Lowell

Certificate of Graphic Design and Digital Imaging, 2016

University of Southern Maine

Graduate Certificate of Nonprofit Management, 2013

Unity College

Bachelor of Science in Parks, Recreation and Ecotourism, 2010

Will Elting
35 Mackworth Street, Portland, ME 04103

May 15, 2025

Dear Parks Commission Reviewers,

Having lived in Portland for 15 years now, and serving on the Parks Commission for the past three, I have developed a deep rooted connection to the city of Portland, its people, and its open spaces, and I would like to continue to serve the city as a commissioner for another term.

I was elected vice chair of the commission at the end of 2024, and am working with Beth Rabbitt and the other commissioners on several ongoing projects, as well as thinking strategically about the future of the commission, and the ways we can continue to serve the community and the Parks Department, while bringing new energy and ideas to bear.

I believe that in order to gain momentum with the objectives of the commission, which has been hard to maintain at times over the past three years, it is important to have a consistent core group of commissioners, and foster their development over multiple terms. We've had a fair amount of turnover recently, and I'd like to stay on as a vote of confidence in the direction we are taking. The upcoming, re-branded Party In The Park (formerly Green Space Gathering) promises to be a cornerstone of this new, revitalized direction of the commission, and will be a way to publicly engage Portland citizens in a new, fun way.

Thank you for your consideration. I look forward to hearing back from you, and would be happy to provide any additional documentation upon request.

Sincerely,

Will Elting

William Richard Hayward

City of Portland | Generated 5/22/2025 @ 11:42 am by OnBoardGOV - Powered by ClerkBase

Status

Name William Richard Hayward
Application Date 5/12/2025
Expiration Date 5/12/2026
Status Received

Board	Vacancies	Status	Actions
Ethics Commission	7	Pending	☐

Basic Information

Name
William Richard Hayward

Contact Information

Address
55 William Street
Apt 7
Portland, ME 04103

Email
[Redacted]
[Redacted]

Additional Information

Notes
I am able to serve for whatever duration the Council sees fit, but would prefer to be appointed to a 2-year term if possible.

Generated 5/22/2025 @ 11:42 am



Will Hayward

- Professional Experience**
- Session Associate, Moose Ridge Associates February-June 2025**
- Provide lobbying and advocacy services to clients including Maine Community Action Partnership, Maine Chapter American Academy of Pediatrics, American Cancer Society CAN, and more
 - Responsibilities include drafting testimony, monitoring legislative committees, developing legislative strategies, and working with legislators
- Voter Protection Director, Maine Democratic Party July 2024-November 2024**
- Organized campaign's voter education, in-state voter protection hotline, and poll watching efforts
 - Recruited and managed over 400 poll watching and legal volunteers for early vote, voter protection hotline, Election Day voter protection teams
- Advocacy Program Director, Democracy Maine February 2020-July 2024**
- Served as organization's principal advocate in the Maine Legislature
 - Developed policy and grassroots campaigns to achieve democracy reforms at the state level including online voter registration and National Popular Vote
 - Monitored and testified at Maine Ethics Commission to advocate for the public interest in adjudication of ethics issues
 - Represented Democracy Maine on advocacy coalitions such as Mainers for Modern Elections and in meetings with election officials
 - Served as primary contact to Secretary of State's office on election and legislative issues for Democracy Maine and Mainers for Modern Elections
- Field Organizer, Christian Worth for Delegate October-November 2019**
- Worked with campaign manager and field director to develop and execute get out the vote plan for final months of VA House of Delegates campaign
 - Assisted with strategic communications, absentee ballot tracking, event planning and execution, and administrative and operations work
- Graduate Teaching Assistant, LBJ School September-December 2018**
- Provided grading, editing, and instruction for graduate level writing course (Writing for Public Policy) including policy briefs, press releases, and op-eds
- Summer Fellow, Foreign Policy for America May-August 2018**
- Designed and wrote press releases, member emails, and social media materials for endorsements of congressional candidates
 - Researched congressional candidates and assisted with candidate interviews
- Office Administrator, M+R Strategic Services October 2014-September 2016**
- Conducted legislation tracking and research for work on juvenile justice reform
 - Managed scheduling, finance reconciliation, and travel logistics for firm CEO

Education **University of Maine Law School, Portland, Maine**
Incoming, August 2025

The University of Texas, LBJ School of Public Affairs, Austin, Texas
Master of Global Policy Studies, May 2019

The College of William & Mary, Williamsburg, Virginia
Bachelor of Arts, International Relations, May 2014

Will Hayward

55 William Street, Apt 7, Portland, ME | [REDACTED]

May 12, 2025

Dear Portland City Council,

My name is Will Hayward, and I am a Portland resident writing to express my interest in serving on the Portland Ethics Commission. I am applying to serve on the Portland Ethics Commission because of my personal and professional interest in good government and my desire to better serve my community. Serving on the Ethics Commission would allow me to give back to the city I love and intend to live in long-term, and learn more about city government and the meaning of public service.

In my professional career, I worked for 4.5 years as the Advocacy Director for the League of Women Voters of Maine, advocating for good government reforms primarily at the state level. I have testified in front of the Maine Ethics Commission multiple times, and have seen the deliberative process the body has undertaken in rendering decisions. Following their processes and reading their decisions gave me an understanding of how an ethics commission can provide education and enforcement on the ethical conduct of the officials it oversees, and an appreciation of the need for impartiality in a commissioner role.

Currently I serve as an Associate at Moose Ridge Associates, an Augusta-based lobbying and advocacy firm primarily serving clients in the public health sector. In this role I have further developed my understanding of how legislative and quasi-legislative bodies interpret and set law and policy. This fall, I will attend the University of Maine School of Law. Serving on the Portland Ethics Commission will align well with my time in law school: I will be in Portland for the duration of law school and the work of the Ethics Commission aligns strongly with the principles I will be studying and developing my experience in at law school.

The work the Portland Ethics Commission is charged with, to ensure city officials and appointees are conducting their work to a high ethical standard, is an important charge for this body to undertake. I believe I bring the experience, perspective, and eagerness to learn that would allow me to serve in this role with a high degree of skill and integrity. I meet the requirements of duration of city residency and absence of connection to city officials and employees necessary for this office, and I would be honored to serve in this role. Thank you for your consideration.

Sincerely,

Will Hayward

David Little Author/Artist b. NYC, 1951-
Email: [REDACTED]

Website: www.davidlittleart.com

Art Education: MA, MFA in Studio Art, University of Iowa 1975, 1976
Skowhegan School of Painting & Sculpture, ME 1981, 1982
BA in Art (summa cum laude), Southampton College 1974
Private Study- classical piano w. Charlotte Rogers, Chinese
Calligraphy with Leon Long-Yen Chang (70's, 80's)

Fellowships: Great Spruce Head Island Art Week, ME 2007, 2019
Carina House, Monhegan Island, ME 1998
Virginia Center for the Creative Arts, 1988, 1989

Work Experience: Election Official, Deering High School, Portland, November 2024-
Assistant Manager, Bayview Gallery, Portland, ME 1988-98
Registrar, Terry Dintenfass Gallery, 50 West 57th, NY, NY 1984-86
Children's Bookshop, Metropolitan Museum of Art, NY, NY 1981-84

Group show "My Other Place: Maine Artists Exploring the World"
Thos. Moser, 3/6/25- 6/1/25 David Little Paintings and Photographs
from St Thomas and St John, USVI

Cove St Arts group show *Phone Photos*, 12/19/24- 2/1/25

Gallery Activities: David Little "The Real and the Surreal" Northeast Harbor Library
Sept 4-30, 2024. A mini-retrospective [56 works] Opening reception &
book signing. Sept 4th 5:30-6:30pm

REVIEW Nan Lincoln, The Islander, Bar Harbor. "A 'Little' creative
Journey on view in Northeast Harbor" Sept 10, 2024

Group show "Generations: The Legacy of Mentors" Maine Art
Gallery, Wiscasset, Me. May 2- June 9, 2024 ****(CATALOGUE)***

Group show "Art of Penobscot Bay" Thomas Moser Cabinetmakers,
Freeport, Me. July 2023- January 2024

Group show "Eclectic Chord" Cove Street Arts, Portland, Me. March
28- May 18, 2024

David Little "Line & Color: An Artist Let Loose" Merrill Memorial
Library, Yarmouth, Me Nov 1, 2021- Jan 15, 2022

REVIEW: Bob Keyes, PPH Maine Today (11/24/21) of the Merrill Memorial Library's exhibition of paintings & photographs by David Little - *Line & Color: An Artist Let Loose* Nov 7, 2021- Jan 15, 2022 (link)

Recent Publications: *Art of Penobscot Bay*, (Islandport Press, February 3, 2024) by Carl Little and David Little

FABS (Fellowship of American Bibliophilic Societies) Essay: *Why I collect What I Collect: Intriguing Threads of Information*. Fall 2023 Volume XXVII, Number 2

New Editions: *Art of Acadia* (first paperback edition, 2023), *Art of Katahdin* (first paperback edition, 2025)

Paintings of Portland, (Down East Books/Rowman and Littlefield) June, 2018 by Carl and David Little

Publications: *Penobscot East Branch Lands: A Journey Through Time*, (Elliotsville Plantation, Inc.) 2016 by David Little, John W. Neff, and Howard R. Whitcomb. [Obama White House, National Parks, Dept of Interior] Katahdin Woods & Waters National Monument

Art of Acadia: The Islands, The Mountains, The Main (Down East Books, Rowman and Littlefield 2016) Carl and David Little (hardcover)

Art of Katahdin: The Mountain, The Range, The Region (Down East Books 2013) by David Little, ed. by Carl Little *Review by William David Barry

Recent Talks:

Hopkins Wharf Gallery, North Haven, Book Signing
Vinalhaven Public Library, Vinalhaven Island, Me. Book Talk/Signing, with Carl and David Little 8/20/24 *Art of Penobscot Bay*

Graves Library, Kennebunkport, Me. Book Talk/Signing, with Carl and David Little 5/18/24 *Art of Penobscot Bay*

Portland Public Library, Book Talk/Signing Oct 10, 2024 at noon with Carl and David Little. Interview with Bob Keyes.

* Mid Coast Senior College- "Winter Wisdom" series 1/24/18 at Southern New Hampshire University, Brunswick, Me 1/24/18

“Connecting Threads: Generations of Artists in the Katahdin and Acadia Regions and Their Role in Conservation”

*Colby College “Art and Land Symposium”, ATC Conference, Titled
“*Valuing the Aesthetics of Nature: The Role of the Visual Artist in the American Conservation Movement*” 8/3/17 catalogue (link to website)

**Noteworthy
Reviews**

Bob Keyes, PPH Sunday Telegram. Review of co-curated exhibition (with brother Carl) titled “Kienbusch Family Legacy on View in Fryeburg” September 21, 2014

Curatorial: Exhibition: “*Art of Katahdin: The Making of an Art Book*” at the Glickman Library, 7th Floor Great Reading Room, USM, Portland, ME Oct. 3rd – Jan. 15th, 2014 Review by Amy Liston

Co-curated exhibition “*A Mountain Rises: The Art of Katahdin*” at the University of New England Art Gallery (July 31- October 27, 2013) 70-80 works

YOU TUBE

Bob Keyes of the Portland Press Herald talks about the exhibition “A Mountain Rises: The Art of Katahdin” at the UNE Art Gallery.

Art of Katahdin book talk at: “Chats with Champions: David Little Oct. 10, 2013 with introduction by Carl Little, Skidompha Library, Damariscotta, Maine

KL Campaign: Involvement with a group of 19 artists, and The Trust for Public Land’s
& Exhibition successful campaign to preserve Katahdin Lake 2006-7

****Co-Curated** the exhibition “*Taking Different Trails: The Artist’s Journey to Katahdin Lake*”, Olin Arts Center, Bates College 2007-2008

Volunteer

Friends of Evergreen cemetery Portland, Me Board member 1991-
Tree/Shrub Planting project in Evergreen Cemetery 2008
Public Orientation Sign/Kiosk project for Evergreen Cemetery 2008-11
Artist’s Walking Tours I, II, III and IV, Evergreen Cemetery 2011-25
Baxter Family Trail sign project 2019-20, R&D
Trail work- AT in Baxter State Park 2010-13

14 short articles for the Friends of Baxter State Park newsletter
“Sleuthing About Katahdin with David Little, Art Detective”

David Little – “In Back of Beyond: Painting Inland Maine”, essay in

Reflections: Thirty Years, One Million Acres. Forest Society of Maine
2016

Imagery River Voices: Perspectives on the Presumpscot, 2020 pg 130, fig 6
(illustrations) *Springtime, Crooked River*

OLLI Reflections: Art and Literature, 2020. p 14 (painting)

OLLI Reflections: Art and Literature, 2021, pp 20 & back cover

Valuing the Aesthetics of Nature: The Role of the Visual Artist in the American Conservation Movement. 2017 Symposium Summary, p 8

Wildness within Wildness without: Exploring Maine's Thoreau-Wabanaki Trail, 2007. Bridget Besaw, Besaw publishing. pp12, 85

The Wildest Country: Exploring Thoreau's Maine, 2008. J. Parker Huber, 2nd ed. Appalachian Mountain Club Books.. p 52

Governor Baxter's Magnificent Obsession: A Documentary History of Baxter State Park 1931-2006, 2008. Howard R Whitcomb, Friends of Baxter State Park. p 317

Solo

Exhibitions Courthouse Gallery, Ellsworth, ME. June-July 2011 [*catalogue and talk]

Lawrenceville School, NJ. May 2009 Alumni Reunion (40th) and Exhibition
(*retrospective & review)

Group *Island Artists: Fairfield Porter and the Great Spruce Head Island*

Exhibitions: *Artists*, Courthouse Gallery, Ellsworth ME 2009

Taking Different Trails: The Artist's Journey to Katahdin Lake
Bates College Museum of Art 2008

Looking at Katahdin: The Artist's Inspiration, LC Bates Museum 1999

Carina House: The First Decade, Farnsworth Museum 1999-2000

Notations of Color: Oil Sketching in Maine, Olin Arts Center, Bates CMA 1998

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 4, 2025

SUBJECT: Order 232-24/25 Granting Municipal Officers' Approval of Bodkin Enterprises, LLC, dba Hot Liquor Tank. Application for Outdoor Dining on Public Property 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: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/21/25. This is an existing establishment adding dining on the public sidewalk.

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. 2025.06.23_Hot Liquor Tank_Council Order
2. Hot Liquor Tank_Council Packet_2025.06.23

Prepared by:

Date: 06/04/2025

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
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**Bodkin Enterprises, LLC, dba Hot Liquor Tank. Application for Outdoor Dining on
Public Property at 43 Wharf Street**

Zack Bodkin

Owner, Hot Liquor Tank
43 Wharf Street
Portland, ME 04101
Bodkinzack@gmail.com
203-482-8272
5/20/25

To:

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

Re: Letter of Intent – Application for Outdoor Dining Permit on Wharf Street

Dear Mayor Dion and Members of the Portland City Council,

I am writing on behalf of **Hot Liquor Tank**, a hospitality business located on Wharf Street in Portland's Old Port district. We are submitting this letter of intent to formally request approval for an outdoor dining area adjacent to our location.

Wharf Street is one of Portland's most iconic pedestrian corridors, rich with history and energy. Our establishment seeks to contribute positively to this environment by offering an inviting and well-managed outdoor dining space that enhances the street's character and supports Portland's thriving food and beverage culture.

We believe this addition would not only enhance the experience for our guests, but also support local employment, attract tourism, and continue to energize one of Portland's most beloved public spaces.

We respectfully request your support and approval of this application. We welcome the opportunity to discuss the proposal further and work closely with the city to ensure it aligns with Portland's broader goals for urban vitality and responsible use of shared spaces.

Thank you for your consideration.

Sincerely,

Zack Bodkin

Owner, Hot Liquor Tank
203-482-8272
Bodkinzack@gmail.com



CITY OF PORTLAND
Permitting and Inspections Department

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

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

☒ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X <u>177</u> SF = <u>354</u>
☐ 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):	Hot Liquor Tank	Phone:	203-482-8272
Location Address:	43 Wharf Street	Zip:	04101
Mailing Address:	9 Fayette Street	Zip:	04103
Contact Person:	Zack Bodkin	Phone:	203-482-8272
Contact Person Email:	bodkinzack@gmail.com		
Manager of Establishment:	Zack Bodkin	Date of Birth:	6/5/92
		Phone:	203-482-827
Owner of Premises (Landlord):	Terrapin Properties		
Address of Premises Owner (Landlord):	43 Wharf Street	Zip:	04101

Owner Information

Corporate Name		Corporate Mailing Address	
Bodkin Enterprises, LLC		9 Fayette Street	Zip: 04103
Contact Person:	Zack Bodkin	Phone:	203-482-8272
Principal Officers	Title	Date of Birth	Residence Address
Zack Bodkin	Principal	06/05/1992	9 Fayette St Portland, ME 04103

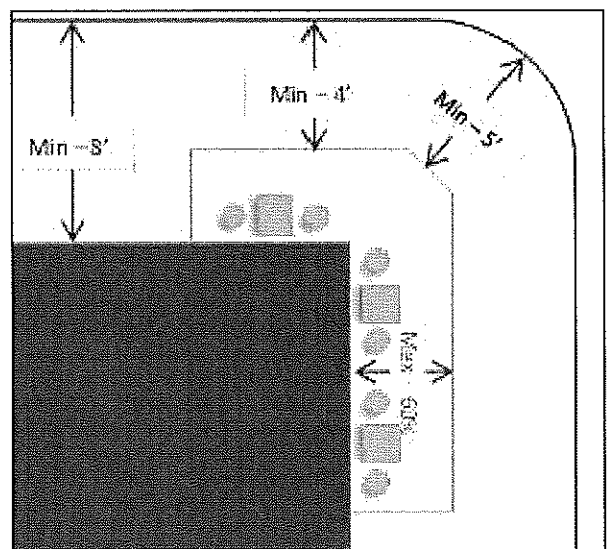


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	XI (Class A Restaurant)
Type of food served:	Pub food/sandwiches/seafood
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	7 Days/week 4PM-12AM
Number of Tables	2
Number of Chairs	10

Design and Construction

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

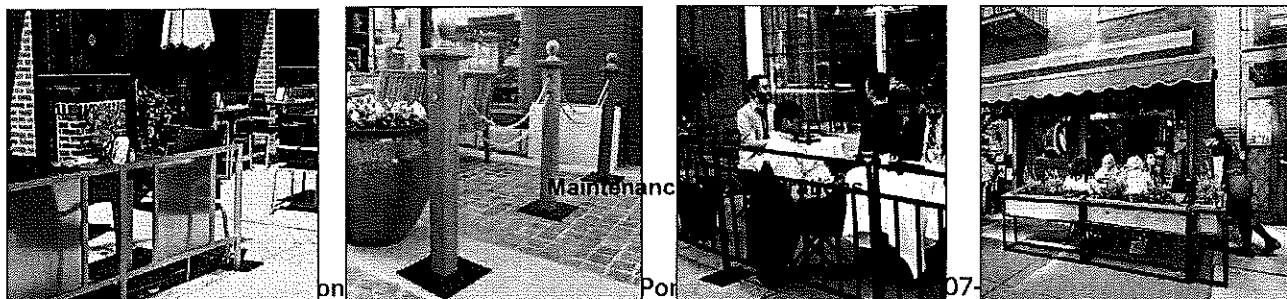


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes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

Barriers

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

Example barrier types that meet regulation

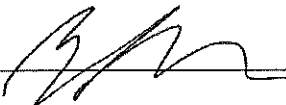




CITY OF PORTLAND
Permitting and Inspections Department

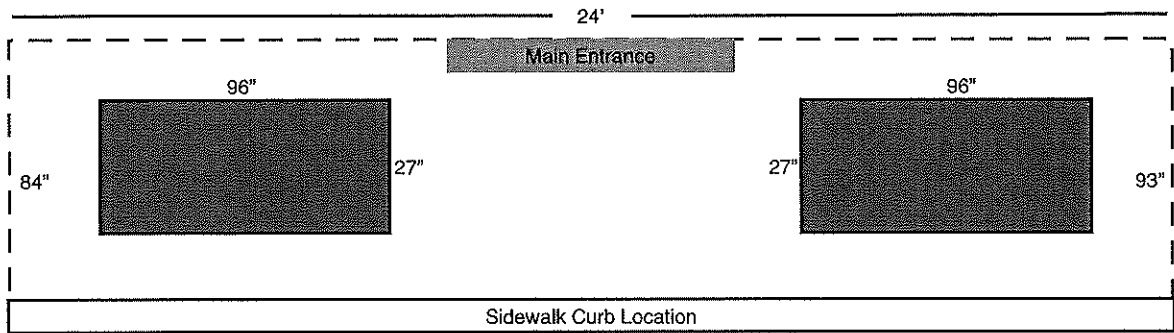
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor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

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

Signature  Title Principal Date 3/26/25

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 _____		

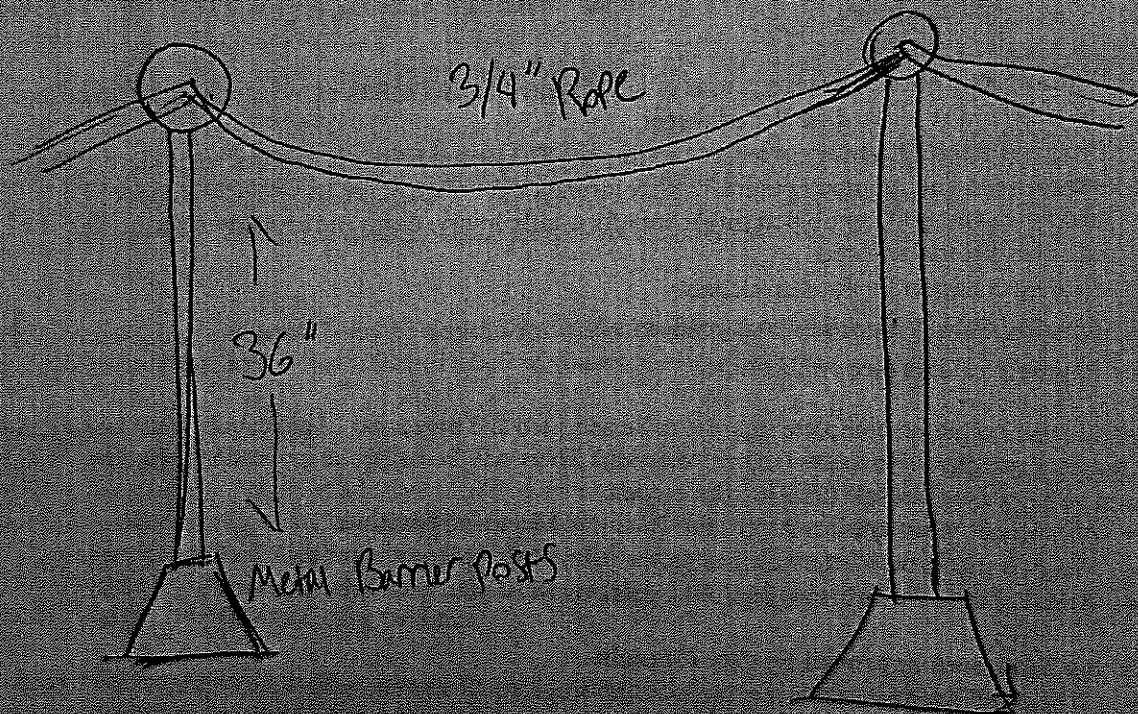


Total Square Footage of
Outdoor Dining Area:
177 Square Feet

Proposed area to
be roped off with
standing posts,
some maint. req.

Proposed Outdoor Seating for Hot Liquor Tank
For: City of Portland
Location: 43 Wharf Street Portland, ME 04101

Date: 4/3/23





Hot Liquor Tank_43 Wharf_Public Outdoor Dining

Zachary Finley <zackf@portlandmaine.gov>

Thu, May 29, 2025 at 6:17 PM

To: Adam Behnke <behnke@portlandmaine.gov>

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

PD approves.

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

Hot Liquor Tank_43 Wharf_Public Outdoor Dining

Zoning <zoning@portlandmaine.gov>

Tue, Jun 3, 2025 at 9:38 AM

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>

Hi Zach,

The legal use for the unit opening onto Wharf ST, 43 Wharf ST, is bar with food service. 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 June 23, 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 Outdoor Dining on Public Property at 43 Wharf Street - Sponsored by Danielle P. West, City Manager.

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



June 17, 2025

Bodkin Enterprises, LLC
43 Wharf Street
Portland, ME 04101

Re: Bodkin Enterprises, LLC, dba Hot Liquor Tank. Application for Outdoor Dining on Public Property at 43 Wharf Street

Dear Bodkin Enterprises, LLC:

This letter shall serve as a reminder of the public hearing before the Outdoor Dining on Public Property 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: 72687

Job Type: Amendment Application

AMENDMENT TYPE

Permanent Extension of Premises

APPLICATION DATE RECEIVED

2025-05-22

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. What is your expected start date?

6/17/25

2. 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

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

Seasonal outdoor dining with increased tourism and better weather.

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	HLT Outdoor Seating- Tables.pdf	Outdoor dining diagram.

APPLICANT

Zachary Bodkin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2025

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

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

PRODUCER Batchelder Brothers Insurance 851 Main Street Sanford, ME 04073	CONTACT NAME: Katie Backman	
	PHONE (A/C, No, Ext): 207-324-2060	FAX (A/C, No): 207-324-0305
	E-MAIL ADDRESS: k.backman@batchelderbros.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MOUNT VERNON FIRE INSURANCE CO	26522
INSURED Bodkin Enterprises LLC DBA: Hot Liquor Tank 9 Fayette Street Portland, ME 04103	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y		CP2699658	05/12/2025	05/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability				05/12/2026		Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATION
Regarding location @ 43 Wharf Str
City of Portland is listed as Addition

ore space is required)

CERTIFICATE HOLDER

CANCELLATION

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

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MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 4, 2025

SUBJECT: Order 233-24/25 Granting Municipal Officers' Approval of Karibu Kwetu LLC, dba New Bujabelle. Application for Extension of Premise at 265 St. John 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: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/14/25. This is an existing establishment expanding into an adjacent unit.

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. New Bujabelle_Council Packet_2025.06.23
2. 2025.06.23_New Bujabelle_Council Order

Prepared by:

Date: 06/04/2025

Karibu Kwetu LLC
263 Saint John Street
Portland, ME 04102
2074829416
Jeanbertrandnikuze@gmail.com

Date: 05/14/2025

To:
The Honorable Mayor and Members of the City Council
City of Portland
389 Congress Street
Portland, ME 04101

Subject: Letter of Intent to Expand Karibu Kwetu LLC to 265 Saint John Street

Dear Mayor and Members of the City Council,

On behalf of Karibu Kwetu LLC, currently operating at 263 Saint John Street in Portland, I am writing to formally express our intent to expand our restaurant operations into the adjacent unit located at 265 Saint John Street.

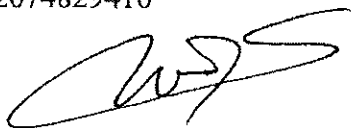
The space at 265 Saint John Street was previously used as a nail salon. We plan to repurpose it to provide additional seating for our existing restaurant and bar located at 263 Saint John Street. As part of this expansion, we will create an interior entrance connecting both units to allow smooth and convenient access for our guests and staff.

We are fully committed to adhering to all city codes, zoning regulations, and licensing requirements. This expansion aims not only to improve our service capacity but also to enhance the dining experience for our patrons and create additional employment opportunities within the community.

We respectfully seek the support and approval of the City Council as we proceed with this endeavor. Please feel free to contact me directly should you need any further information or documentation.

Thank you for your time and consideration.

Sincerely,
Jean Bertrand Nikuze
Co-Owner, Karibu Kwetu LLC
2074829416





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: 70581	Date of Submission of BELLS application: 05/08/2025
--	--

Business Information

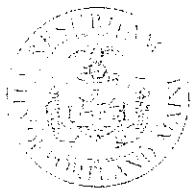
Legal Business Entity Applicant Name (corporation, LLC): KARIBU KWETU LLC		Business Name (D/B/A): NEW BUJABELLE	
Individual or Sole Proprietor Applicant Name(s): JEAN BERTRAND NIKUZE		Physical Location: 265 ST JOHN ST, PORTLAND MAINE	
If applicable, what was formerly at this location: NAIL SALON		Business Email Address: JEANBERTRANDNIKUZE@GMAIL.COM	
Mailing Address: 263 ST JOHN ST, PORTLAND MAINE		Contact Person: JEAN	
Contact Person Phone: 2074829416		Contact Person Email: JEANBERTRANDNIKUZE@GMAIL.COM	
Manager of Establishment: JEAN	Date of Birth: 10/19/1992	Manager Phone: 2074829416	
Owner of Premises (Landlord): PT PORTLAND LLC		Address of Premises Owner (Landlord): 2455 SEDGEWICK AVE, #2K, BRONX, 10468	

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

Name of Owner(s): ANTOINE BIKAMBA	Date of Birth: 04/17/1972	Residence Address: 236 WESTBROOK ST, SOUTH PORTLAND
Name of Owner(s): THIERRY MUGABE	Date of Birth: 02/22/1980	Residence Address: 14 SPRING RD, SACO

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

Corporate Name:	Corporate Mailing Address:		
Contact Person:	Contact Phone:		
Principal Officers	Title	Date of Birth	Residence Address



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

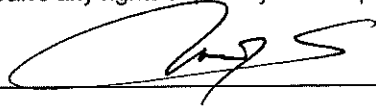
Class of Liquor License (see fee schedule): Class X (Class A Lounge)		
Type of food served:	KEWER MEAT/KABOBS	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 150000 Generated from Alcohol: 100000	
Hours & days of operation:	5P-1A	
QUESTIONS	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? :		
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): KARIBU KWETU LLC, 263 ST JOHN ST, PORTLAND MAINE		
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:		

JEAN BERTRAND NIKUZE

I, JEAN BERTRAND NIKUZE 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).

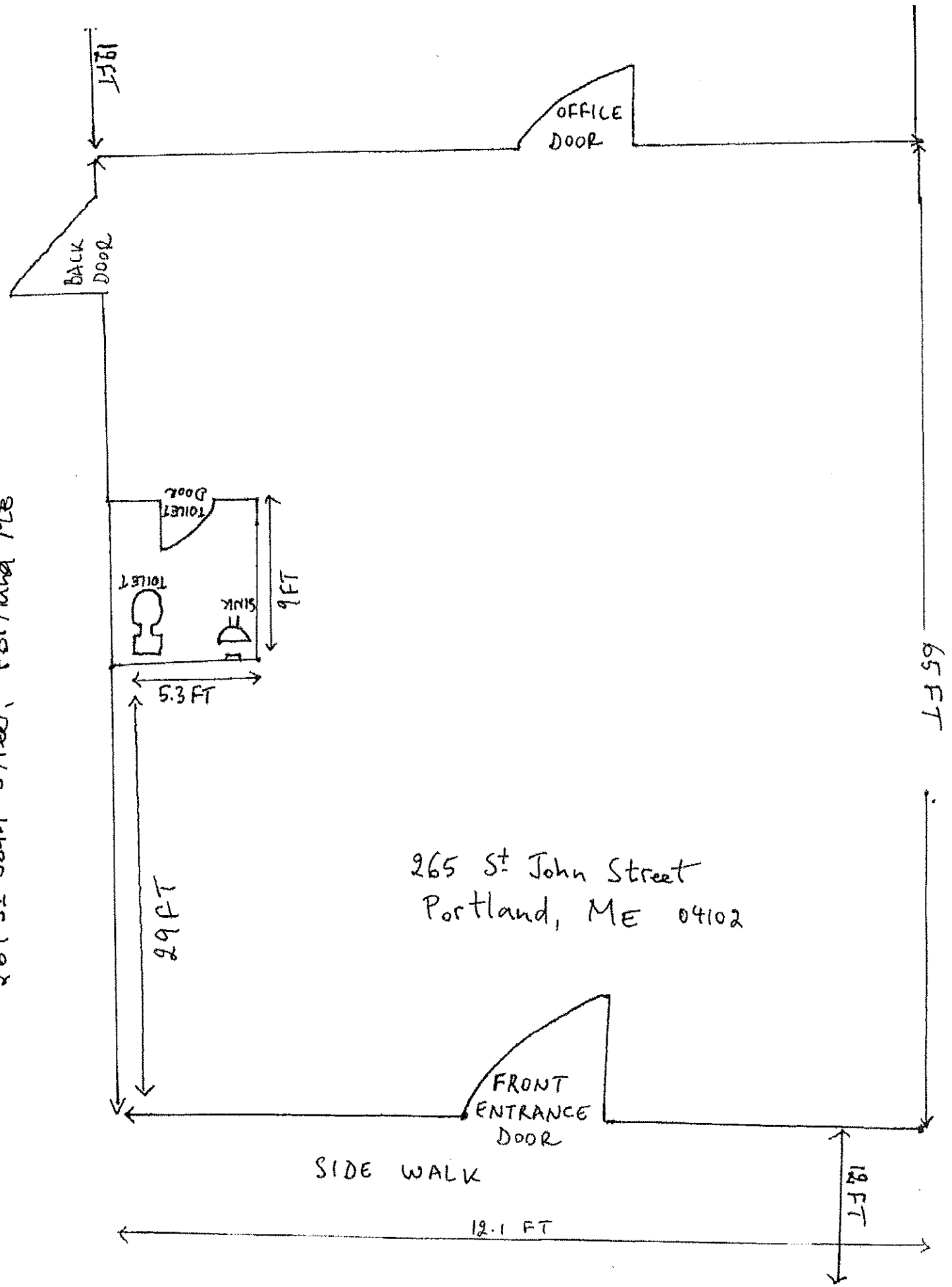
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts 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 MANAGER Date 5/13/2025

267 St John Street, Portland ME

263 St John Street, Portland ME 04102





Zachary Lenhart <zlenhart@portlandmaine.gov>

New Bujabelle_265 St John_Expansion

Zoning <zoning@portlandmaine.gov>

Wed, Jun 4, 2025 at 11:02 AM

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 Morning,

The legal use for 265 ST John ST is retail (Express Nail Supply). They will need to apply for a change of use from retail to bar. It appears they have already submitted an application under, BLDC2025-04615. Once this has been reviewed and issued, I can approve the license. This is a permitted use in the B2-b zone.

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 June 23, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Karibu Kwetu LLC, dba New Bujabelle. Application for Extension of Premise at 265 St. John Street - Sponsored by Danielle P. West, City Manager

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



June 17, 2025

Karibu Kwetu LLC
265 St. John Street
Portland, ME 04101

Re: Karibu Kwetu LLC, dba New Bujabelle. Application for Extension of Premise at 265 St. John Street

Dear Karibu Kwetu LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 2, 2025 at 5:00 p.m., for the review of application for for Extension of Premise at 265 St. John 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: 70581

Job Type: Amendment Application

AMENDMENT TYPE

Permanent Extension of Premises

APPLICATION DATE RECEIVED

2025-05-08

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. What is your expected start date?
06/01/2025
2. 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
3. What is the reason for the increase in seating capacity?
We are getting a unit next to us with empty extra space
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 Floor Plan	floor plan.pdf	
Premises Description and Diagram	20250508125458_001.pdf	

APPLICANT

Nikuze Jean

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.

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:

**Karibu Kwetu LLC, dba New Bujabelle. Application for Extension of Premise at 265 St.
John Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 4, 2025

SUBJECT: Order 234-24/25 Granting Municipal Officers' Approval of Another Round LLC, dba Another Round. Application for Application for Outdoor Dining on Public Property at 549 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: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/26/25. This is an existing establishment adding dining on the public sidewalk.

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. Another Round_Council Packet_2025.06.23
2. 2025.06.23_Another Round_Council Order

Prepared by:

Date: 06/04/2025

Mayor Dion
May 28th, 2025
Re: Another Round Outdoor Dining

Hello Mayor Dion and esteemed members of the Portland, Maine City Council.
We would like to formally address our intent to add outdoor seating to the space in front of our Board Game Bar/Cafe, Another Round. Though we have a liquor license, we do not intend to permit the consumption of alcohol outside and will have signage indicating this. We are hopeful that providing people a space to sit outside this summer with some iced coffees, a snack, and some card games will help bring some community and warmth to this stretch of Congress.

Thank you for your consideration

Harry Sultan
Owner/Manager, Another Round
Harry@AnotherRoundMaine.com



CITY OF PORTLAND
Permitting and Inspections Department

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

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

- ☐ Legal Advertisement Deposit \$100.00
- ☐ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X 40 SF = \$80
- ☐ 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):	Another Round	Phone:	
Location Address:	549 Congress Street	Zip:	04101
Mailing Address:	549 Congress Street.	Zip:	04101
Contact Person:	Harry Sultan	Phone:	212.203.9806
Contact Person Email:	harry@anotherroundmaine.com		
Manager of Establishment:	Harry Sultan	Date of Birth:	10/24/1994
		Phone:	212.2039806
Owner of Premises (Landlord):	Harry Sultan		
Address of Premises Owner (Landlord):	3 Hurley Lane, Falmouth Maine	Zip:	04105

Owner Information

Corporate Name		Corporate Mailing Address	
Another Round LLC		Zip: 04101	
Contact Person:	Harry Sultan	Phone:	212.203.9806
Principal Officers	Title	Date of Birth	Residence Address
Harry Sultan	Owner/manager	10/24/1994	3 Hurley Lane Falmouth Maine 04105

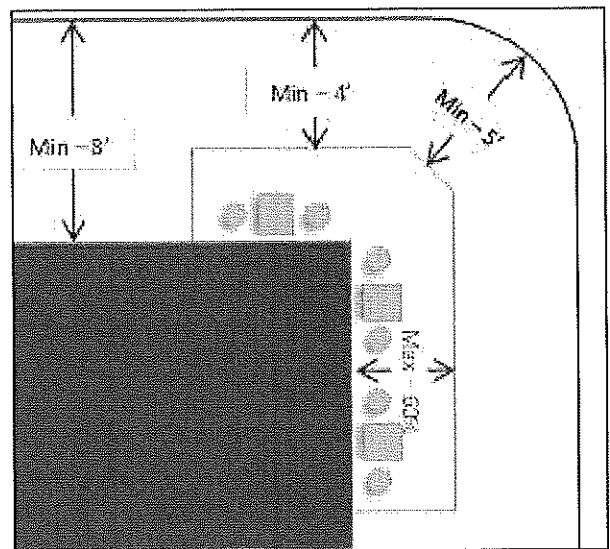


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class A
Type of food served:	Coffee, pastries
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	8am - 9pm
Number of Tables	2
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"

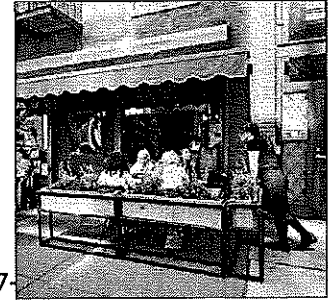
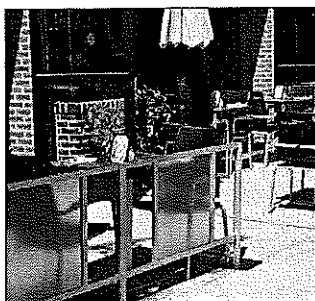


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes 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

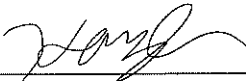




CITY OF PORTLAND
Permitting and Inspections Department

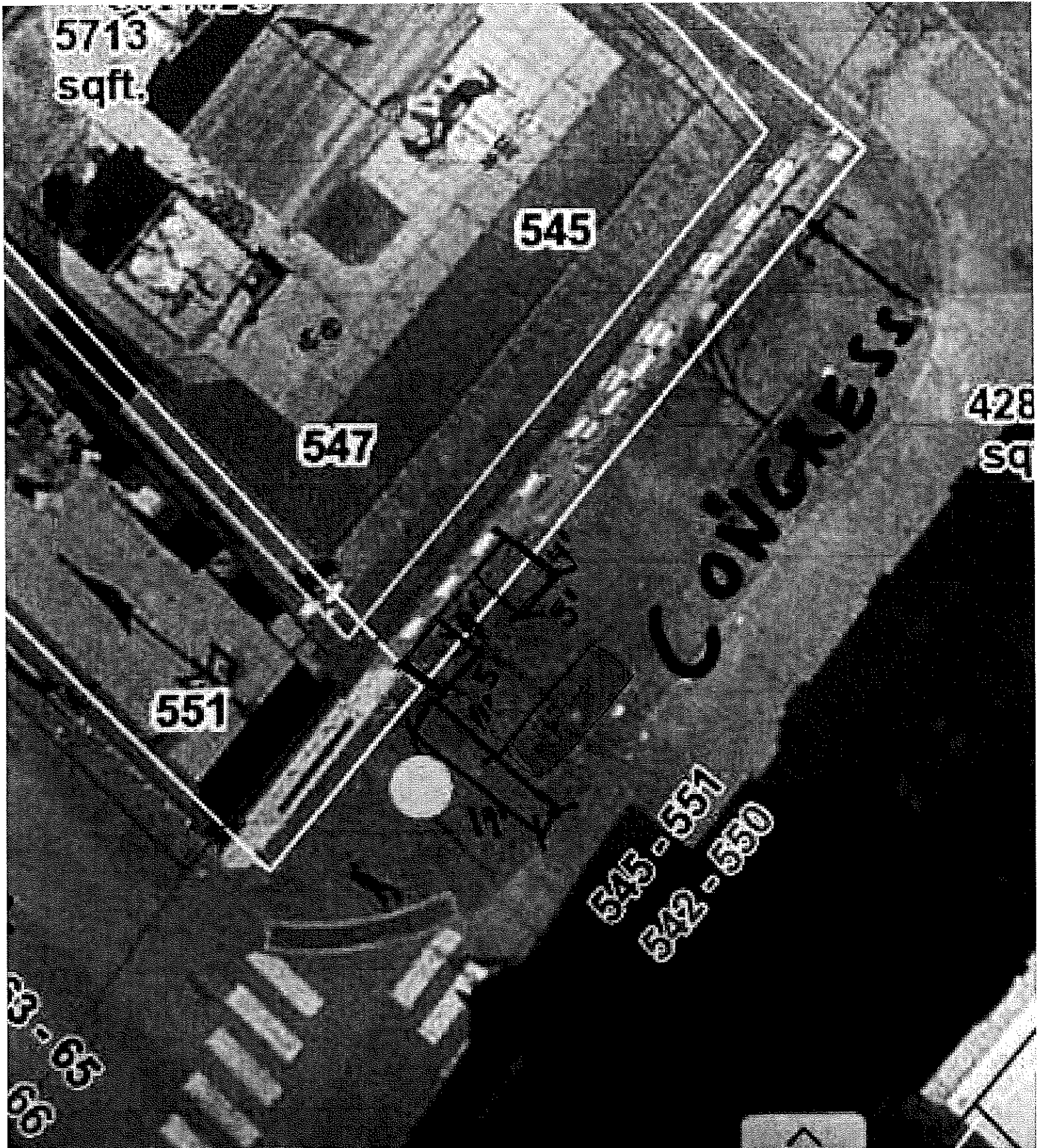
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor 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  Title Owner, Manager Date 04/21/2025

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 _____		





Zachary Lenhart <zlenhart@portlandmaine.gov>

Another Round_Public Outdoor Dining_549 Congress

Zoning <zoning@portlandmaine.gov>

Tue, Jun 10, 2025 at 3:27 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 the commercial Condo Unit 1A (ground floor) is bar. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 23, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Another Round LLC, dba Another Round. Application for Outdoor Dining on Public Property at 549 Congress Street - Sponsored by Danielle P. West, City Manager

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



June 17, 2025

Another Round LLC
549 Congress Street
Portland, ME 04101

Re: Another Round LLC, dba Another Round. Application for Outdoor Dining on Public Property at 549 Congress Street

Dear Another Round LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 2, 2025 at 5:00 p.m., for the review of application for Outdoor Dining on Public Property at 549 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2025

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

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

PRODUCER Cross Insurance - Lewiston 150 Mill Street Fourth Floor, Suite 4 Lewiston ME 04240-3101	CONTACT NAME: Christine Desrochers PHONE (A/C, No, Ext): (207) 783-8591 FAX (A/C, No): (207) 777-6223 E-MAIL ADDRESS: christine.desrochers@crossagency.com														
INSURED Another Round, LLC 549 Congress St Portland ME 04101	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: MMG (Maine Mutual) Ins.</td><td></td></tr><tr><td>INSURER B: Safety Ins Co</td><td></td></tr><tr><td>INSURER C: Maine Employers Mutual Ins Co.</td><td>MEM</td></tr><tr><td>INSURER D: Mount Vernon Fire Ins Co</td><td>26522</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MMG (Maine Mutual) Ins.		INSURER B: Safety Ins Co		INSURER C: Maine Employers Mutual Ins Co.	MEM	INSURER D: Mount Vernon Fire Ins Co	26522	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL255213850**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BP24059660	11/02/2024	11/02/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPIOP AGG</td><td>\$ 2,000,000</td></tr><tr><td>CyberOne Coverage -</td><td>\$ 50,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist BI</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPIOP AGG	\$ 2,000,000	CyberOne Coverage -	\$ 50,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist BI	\$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A					<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$																
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Products/Completed Ops																															
Personal & Advertising																															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) " " " "

The City of Portland is included as an additional insured with respect to general liability if required by written contract

CERTIFICATE HOLDER**CANCELLATION**

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

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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:

Another Round LLC, dba Another Round. Application for Application for Outdoor Dining on Public Property at 549 Congress Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 4, 2025

SUBJECT: Order 235-24/25 Granting Municipal Officers' Approval of Flores Restaurant LLC, dba Flores Restaurant. Application for Outdoor Dining in a Parklet at 431 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: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/27/25. This is an existing establishment adding a single space parklet.

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. Flores_Council Packet_2025.06.23
2. 2025.06.23_Flores_Council Order

Prepared by:

Date: 06/04/2025

May 15, 2025

Dear Mayor and City of Council,

Our Business has been very interested in offering outdoor dining in our location. Unfortunately we do not have enough space where the sidewalk is to offer outdoor dining. Therefore we would like to see if the opportunity to do the parklet space option would be possible. We definitely want to attract tourists with this outdoor dining availability. A lot of people want to dine outside and walk through the streets of congress to explore and we would love to be a part of that.

Sincerely,
Jennifer Hernandez
Flores Restaurant & Bar
431 Congress St.
Portland, ME 04101





CITY OF PORTLAND
Permitting and Inspections Department

**Parklet Outdoor Dining
Supplemental Application**

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

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

Business Information	
Establishment Name (d/b/a):	Flores Restaurant LLC Phone: (207) 400-6543
Location Address:	431 Congress St. Portland, ME Zip: 04101
Mailing Address:	431 Congress St. Portland, ME Zip: 04101
Contact Person:	Jennifer Hernandez Phone: (207) 400-6543
Contact Person Email:	jhernandez9098@gmail.com
Manager of Establishment:	Jennifer Hernandez Date of Birth: 10/30/1995 Phone: (207) 400-6543
Owner of Premises (Landlord):	Metropolitan Apartment, LLC
Address of Premises Owner (Landlord):	Zip:

Owner Information

Corporate Name		Corporate Mailing Address													
Maria Castaneda Hernandez		150 Plymouth St. Portland, ME Zip: 04103													
Contact Person:	Jennifer Hernandez	Phone:	(207) 400-7624												
<table border="1"> <thead> <tr> <th>Principal Officers</th> <th>Title</th> <th>Date of Birth</th> <th>Residence Address</th> </tr> </thead> <tbody> <tr> <td>Maria Castaneda</td> <td>owner</td> <td>07/01/1966</td> <td>150 Plymouth St. Portland, ME 04103</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Principal Officers	Title	Date of Birth	Residence Address	Maria Castaneda	owner	07/01/1966	150 Plymouth St. Portland, ME 04103				
Principal Officers	Title	Date of Birth	Residence Address												
Maria Castaneda	owner	07/01/1966	150 Plymouth St. Portland, ME 04103												

About Your Establishment

Class of License:	Restaurant class 1
Type of food served:	Salvadoran cuisine / Central American
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor
Hours & days of operation:	11am-11pm Mon, Wed, Thurs, & Sun 11am-11pm Fri & Sat
Number of Tables	12
Number of Chairs	41

Parklet Regulations

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

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

Barriers

- Shall not include commercial signage.

Maintenance and Operations

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



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

Signature [Signature] Title manager Date 05/15/25

For Administrative Use Only

Fire: _____

Health: _____

Parking: _____

Permitting: _____

Police : _____

Treasury: _____

Flores Restaurant Patio

BACK DRIVEWAY

Primer nivel

9 Post 6x6 10ft

16 Pcs 1x6 10ft + 4 same

16 Pcs 1x6 8ft + 4 same

segunda nivel

4 same 1x6 10ft

4 same 1x6 8ft

GRK 1 1/2 or 2"

Pallet for floor

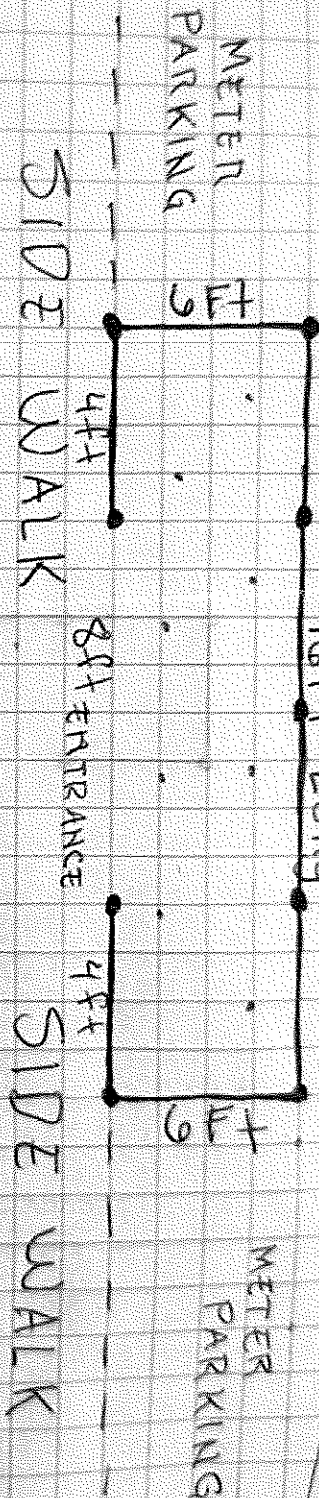
3 hojas de Plywood

Sheetrock screws for plywood

Smalls foot metal for
post on ground to
attach on floor

9 metal for roof
+ roof

RESTAURANT
DOOR ENTRANCE





Zachary Lenhart <zlenhart@portlandmaine.gov>

Flores_Parklet_431 Congress

Zoning <zoning@portlandmaine.gov>

Tue, Jun 10, 2025 at 3:20 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 for this tenant space at 431 Congress ST is restaurant. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 23, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Flores Restaurant LLC, dba Flores Restaurant. Application for Outdoor Dining in a Parklet at 431 Congress Street - Sponsored by Danielle P. West, City Manager

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



June 17, 2025

Flores Restaurant LLC
431 Congress Street
Portland, ME 04101

Re: Flores Restaurant LLC, dba Flores Restaurant. Application for Outdoor Dining in a Parklet at 431 Congress Street

Dear Flores Restaurant LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 2, 2025 at 5:00 p.m., for the review of application for Outdoor Dining in a Parklet at 431 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



Application Copy

File Number: 74530

Job Type: Amendment Application

AMENDMENT TYPE

Temporary Extension of Premises

APPLICATION DATE RECEIVED

2025-05-27

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. What is your expected start date?
June 20th
2. 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
3. What is the reason for the increase in seating capacity?
Outdoor dining
4. What is your planned end date for the increased capacity?
End of September
5. Is the description and diagram for the increased capacity included in the primary license's Premises Description and Diagram?
Yes

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	20250515_171502.jpg	

APPLICANT

Jennifer Hernandez

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.

City of Portland
Permitting & Inspections
389 Congress St
Portland, ME 04101
207 874-8490
Welcome

026192-0002 Rachel H. 05/27/2025 02:18PM

INVOICE

CASTANEDA HERNANDEZ, MARIA (FLORES RESTAURANT LLC)
LL-002165-2020

2025 Item: INV-00118467

Legal Advertisement

Deposit 100.00

Additional Fee for

Liquor License 3,000.00

3,100.00

Subtotal 3,100.00

Total 3,100.00

CHECK 3,100.00

Check Number 2252

Change due 0.00

Paid by: FLORES RESTAURANT LLC

Thank you for your payment

City of Portland COPY
DUPLICATE RECEIPT

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:

**Flores Restaurant LLC, dba Flores Restaurant. Application for Outdoor Dining in a
Parklet at 431 Congress Street**

May 19 City Council Budget Discussion Public Comment

Kathleen Finn katfinnpdx@gmail.com via portlandmaine.gov
Sat, May 17, 4:51 PM (2 days ago)
to publiccomment

To Council Members and Mayor Dion,

I am writing to implore you to do a better job of being stewards of taxpayer money. The pattern of leaning heavily on taxpayers to make up for shortfalls is not a long-term solution to budget woes. The biggest spend as per usual is a bloated HHS budget that does more to serve non-residents than it does to directly serve Portland taxpayers. We need zero-based budgeting and a citizen advisory board to oversee the Council as too many expensive decisions are made with little public oversight. I request that you work hard to keep the budget to inflation rates and no more.

Thank you,

Kathleen Finn
45 Kenwood Street

Public Comment: may 19 Council Budget Mtg

Katrina Libbey mirabilia207@gmail.com via portlandmaine.gov
Sun, May 18, 8:20 AM (1 day ago)
to publiccomment

Public Comment submission

As I watch another round of the City of Portland's budget wrangling, it's apparent that the Council and the Mayor have abdicated their duties. Collectively, the Council treats the budget process like an auction. Apparently, the highest bidder this season was Mayor Dion who started the bidding at 7%. Other councilors came in lower but still treated it like a bidding war. The conversation didn't start with "What can we afford?" or "How can we balance the budget?" No. It was how high can we go? How high can we push it? I would say the Council has disregard for the Portland taxpayer, but that's too generous. You have contempt for the Portland taxpayer.

One of the most basic services that a tax-paying citizen should receive for paying taxes are paved roads. This apparently is no-go for the City of Portland. I don't know how any of you can drive to your jobs, drive to City Hall, drive to errands and not be completely embarrassed over what you govern. I would compare the roads to a lesser developed country but let's be real, I am sure third world countries have better roads than we do. Rutted streets pockmarked with potholes nearly a foot deep is the standard. Roads are a crazy quilt of slap dash macadam repair jobs with no visible lines. Congress Street is nearly undriveable. Brighton Avenue, Deering Avenue, Forest Avenue -- pick a street, it doesn't matter, they mock us all. Pay taxes and get nothing.

And, magically there is always money for the people that do not live here. There is money for hundreds of needles to feed the unsatiable appetites of heroin addicts. There is money for shelters to house people that by your own data show that more than 50% do not live nor have ever lived in Portland. They are either from other towns in Maine, other states or other countries. But who foots the bill? Taxpayers that live here and drive on crumbling roadways.

It's the same story every year. I hear the Council and Mayor plead poverty due to rising costs and the GA shortages (which wouldn't be an issue if we stopped housing people from all over the country). But in the same breath, a giggling Councilor shoves in a \$165,000 'pet project' to fix stairs in her district. The same Councilor who breathlessly slid in a \$1,000,000 addition to last year's budget for a dump truck and other 'utterly necessary equipment'. She insisted it was only pennies added to the mill rate. This illustrates my earlier point -- utter contempt for the taxpayer.

My wish is to have a Council and Mayor that governs for the 65,000 residents that live here and pay taxes. You should be able to balance a budget that provides for the most basic services in a town this size. Start asking: what can we afford? Start saying no to the extraneous projects, departments, purchases that clog the budget every year. Stop governing by emergency. (We need everything, we need it now, and we will figure out how to pay for it later -- That's been the modus operandi for far too long.) That's how we got stuck with \$5 million added to the budget because the Council FAILED to vet the fly-by-night MIRC NGO that was supposed to run the 166 Riverside Shelter.

And, finally, please consider budgeting with an eye for the future. In other words, what is the plan? what is your vision? do you have one? Do you think endless tax increases are going to fly for the long term? Do you honestly think that a town with crumbling infrastructure, drug addicts prancing through parks, discarded needle piles and failing small businesses is going to be a robust tourist attraction for long? People who LIVE here don't want to go downtown.

Please start addressing basic needs of Portlanders and stop with ideological projects that help very few. We need common sense governance and councilors who are serious about budgeting to match reality.

Katie Libbey

364 Deering Avenue

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 FISCAL YEAR 2026 ADMINISTRATIVE FEES
FOR CITY CLERK, EXECUTIVE, FIRE, PARKING, PARKS RECREATION &
FACILITIES, PLANNING, AND PUBLIC WORKS**

ORDERED, that the fee increase for counter wedding ceremonies, as shown in the schedule attached hereto from the City Clerk as Exhibit A, is hereby approved; and

BE IT FURTHER ORDERED, that the fee increase for electric charging meters, as shown in the schedule attached hereto from the Sustainability Office as Exhibit B, is hereby approved; and

BE IT FURTHER ORDERED, that the fee increase for billable non-transport, as shown in the schedule attached hereto from the Fire Department as Exhibit C, is hereby approved; and

BE IT FURTHER ORDERED, that the monthly parking garage fee increase for city-owned Elm and Spring Street Garages, as shown in the schedule attached hereto as Exhibit D from the Parking Division, is hereby approved; and

BE IT FURTHER ORDERED, that the various fee increases, as shown in the schedule attached hereto from the Parks Recreation & Facilities Department as Exhibit E, are hereby approved; and

BE IT FURTHER ORDERED, that the various fee increases, as shown in the schedule attached hereto from the Planning Department as Exhibit F, are hereby approved; and

BE IT FURTHER ORDERED, that fee increase for Permanent Pavement Restoration as shown in the schedule attached hereto from the Public Works Department as Exhibit G, is hereby approved; and

BE IT FURTHER ORDERED, that these fees shall be effective on July 1, 2025.

EXHIBIT A

FY26 Revenue Fee Schedule Change Administrative Fees

Department: City Clerk

<u>Account#</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY 26 Proposed Fee</u>
10012000-341000	Counter wedding ceremonies	\$125.00/each	\$150.00/each

EXHIBIT B

FY26 Revenue Fee Schedule Change

Department: Executive (Sustainability Office)

<u>Account#</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY 26 Proposed Fee</u>
10013100-364300	Electric Vehicle Charging Meter	\$0.15/kwh	\$0.30/kwh

FY26 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Department: Fire Field Public Safety

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY26 Proposed Fee*</u>
10022300-342000			
	Billable Non-Transport	\$160.00/each	\$300/each

*If approved, these fees shall take effect July 1st, 2025

FY26 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Department: Parking

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee</u>
100-18-200-364020	Garages, Lots, Meters Elm St. Monthly Parking	\$160.00 / mo	\$170.00 / mo
100-18-300-364020	Garages, Lots, Meters Spring St. Monthly Parking	\$160.00 / mo	\$170.00 / mo

FY26 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Aquatics
 Fee Schedule Change is Administrative

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Swimming			
10033303 347080	Youth - Resident (Ages 17 & Under)	\$2.00	\$2.00
10033303 347080	Youth - Non Resident (Ages 17 & Under)	\$5.00	\$5.00
Swimming Kiwanis Pool 1			
10033303 347080	Resident	\$5.50	TBD
10033303 347080	Non Resident	\$6.00	TBD
Swimming Reiche & Riverton Pools			
10033303 347080	Adult - Resident	\$5.50	\$6.00
10033303 347080	Adult - Non Resident	\$6.50	\$7.00
10033303 347080	Senior - Resident (62 & Older)	\$4.00	\$4.00
10033303 347080	Senior - Non Resident (62 & Older)	\$5.00	\$5.00
10033303 347080	Masters - Resident	\$7.00	\$7.00
10033303 347080	Master - Non Resident	\$8.00	\$8.00
Swimming Punch Cards			
10033303 347080	Adult - Resident - 5 Punch Pass	N/A	\$28.00
10033303 347080	Adult - Non Resident - 5 Punch Pass	N/A	\$33.00
10033303 347080	Adult - Resident - 10 Punch Pass	N/A	\$54.00
10033303 347080	Adult - Non Resident - 10 Punch Pass	N/A	\$63.00
10033303 347080	Adult - Resident - 20 Punch Pass	\$110.00	\$102.00
10033303 347080	Adult - Non Resident - 20 Punch Pass	\$125.00	\$119.00
10033303 347080	Senior Adult - Resident - 5 Punch Pass (62 & Older)	N/A	\$19.00
10033303 347080	Senior Adult - Non Resident - 5 Punch Pass (62 & Older)	N/A	\$24.00
10033303 347080	Senior Adult - Resident - 10 Punch Pass (62 & Older)	N/A	\$36.00
10033303 347080	Senior Adult - Non Resident - 10 Punch Pass (62 & Older)	N/A	\$45.00
10033303 347080	Senior Adult - Resident - 20 Punch Pass (62 & Older)	\$70.00	\$68.00
10033303 347080	Senior Adult - Non Resident - 20 Punch Pass (62 & Older)	\$80.00	\$85.00
10033303 347080	Adult Aerobics - Resident - 5 Punch Pass	N/A	\$28.00
10033303 347080	Adult Aerobics - Non Resident - 5 Punch Pass	N/A	\$33.00
10033303 347080	Adult Aerobics - Resident - 10 Punch Pass	N/A	\$54.00
10033303 347080	Adult Aerobics - Non Resident - 10 Punch Pass	N/A	\$63.00
10033303 347080	Adult Aerobics - Resident - 20 Punch Pass	\$115.00	\$102.00
10033303 347080	Adult Aerobics - Non Resident - 20 Punch Pass	\$130.00	\$119.00
10033303 347080	Senior Aerobics - Resident - 5 Punch Pass (62 & Older)	N/A	\$24.00
10033303 347080	Senior Aerobics - Non Resident - 5 Punch Pass (62 & Older)	N/A	\$29.00
10033303 347080	Senior Aerobics - Resident - 10 Punch Pass (62 & Older)	N/A	\$45.00
10033303 347080	Senior Aerobics - Non Resident - 10 Punch Pass (62 & Older)	N/A	\$54.00
10033303 347080	Senior Aerobics - Resident - 20 Punch Pass (62 & Older)	\$80.00	\$85.00
10033303 347080	Senior Aerobics - Non Resident - 20 Punch Pass (62 & Older)	\$95.00	\$102.00
10033303 347080	Masters - Resident - 10 Punch Pass	\$70.00	\$70.00
10033303 347080	Masters - Non Resident - 10 Punch Pass	\$80.00	\$80.00
10033303 347080	Masters - Resident - 20 Punch Pass	N/A	\$140.00
10033303 347080	Masters - Non Resident - 20 Punch Pass	N/A	\$160.00
Swimming Swimming Instruction			
30 Minute Lessons - Parent/Child A&B, Preschool, Level 1			
10033303 347080	5 Class Session - Resident	N/A	\$40.00
10033303 347080	5 Class Session - Non Resident	N/A	\$50.00
10033303 347080	6 Class Session - Resident	N/A	\$50.00
10033303 347080	6 Class Session - Non Resident	N/A	\$60.00
10033303 347080	7 Class Session - Resident	N/A	\$60.00
10033303 347080	7 Class Session - Non Resident	N/A	\$70.00
10033303 347080	8 Class Session - Resident	N/A	\$70.00
10033303 347080	8 Class Session - Non Resident	N/A	\$80.00
45 Minute Lessons - Level 2 - 6, Adult			
10033303 347080	5 Class Session - Resident	N/A	\$50.00
10033303 347080	5 Class Session - Non Resident	N/A	\$60.00
10033303 347080	6 Class Session - Resident	N/A	\$60.00

10033303 347080	6 Class Session - Non Resident	N/A	\$70.00
10033303 347080	7 Class Session - Resident	N/A	\$70.00
10033303 347080	7 Class Session - Non Resident	N/A	\$80.00
10033303 347080	8 Class Session - Resident	N/A	\$80.00
10033303 347080	8 Class Session - Non Resident	N/A	\$90.00

Swimming

10033303 347080	Adult Aerobics - Daily - Resident	\$5.75	\$6.00
10033303 347080	Adult Aerobics - Daily - Non Resident	\$6.50	\$7.00
10033303 347080	Senior Adult Aerobics - Daily - Resident (62 & Older)	\$4.50	\$5.00
10033303 347080	Senior Adult Aerobics - Daily - Non Resident (62 & Older)	\$5.50	\$6.00

Swimming

10033303 347080	Water Safety Instruction Course - Resident	\$302.00	\$325.00
10033303 347080	Water Safety Instruction Course - Non Resident	\$302.00	\$325.00
10033303 347080	Private Lessons - 1/2 Hour - Resident	\$30.00	\$30.00
10033303 347080	Private Lessons - 1/2 Hour - Non Resident	\$35.00	\$35.00
10033303 347080	Semi - Private Lessons - 1/2 Hour - Resident	\$45.00	\$45.00
10033303 347080	Semi - Private Lessons - 1/2 Hour - Non Resident	\$50.00	\$50.00
10033303 347080	Private Lessons - 1 Hour - Resident	\$50.00	\$50.00
10033303 347080	Private Lessons - 1 Hour - Non Resident	\$60.00	\$60.00
10033303 347080	Semi - Private Lessons - 1 Hour - Resident	\$70.00	\$70.00
10033303 347080	Semi - Private Lessons - 1 Hour - Non Resident	\$85.00	\$85.00
10033303 347080	Lifeguard Course - Resident	\$260.00	\$275.00
10033303 347080	Lifeguard Course - Non Resident	\$275.00	\$275.00

Swimming

Pool Rentals

10033303 347080	Pool Rental - Resident, Per Hour - Includes One Guard	N/A	\$95.00
10033303 347080	Pool Rental - Non Resident, Per Hour - Includes One Guard	N/A	\$115.00
10033303 347080	Additional Guard - Per Hour	N/A	\$25.00

1 Kiwanis fees are under discussion pending completion of construction.

FY26 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Athletic Facilities
 Fee Schedule Change is Administrative

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Fitzpatrick & Memorial Stadiums			
Without Lights, Per Hour			
10033204 367000	Resident Youth Groups	\$55	\$65
10033204 367000	Resident Adult Groups	\$100	\$100
10033204 367000	Non-Resident Youth Groups	\$110	\$130
10033204 367000	Non-Resident Adult Groups	\$200	\$200
Fitzpatrick & Memorial Stadiums			
With Lights, Per Hour			
10033204 367000	Resident Youth Groups	\$130	\$140
10033204 367000	Resident Adult Groups	\$175	\$175
10033204 367000	Non-Resident Youth Groups	\$185	\$205
10033204 367000	Non-Resident Adult Groups	\$275	\$275
All Other Athletic Fields			
Without Lights, Per Hour			
10033204 367000	Resident Adult Groups	\$55	\$55
10033204 367000	Non-Resident Adult Groups	\$100	\$100
10033204 367000	Overtime Weekend Surcharge	\$10	\$20
10033204 367000	Resident For Profit/Travel Youth Groups	\$50	\$50
10033204 367000	Non-Resident For Profit/Travel Youth Groups	\$50	\$75
10033204 367000	Resident Non-Profit Youth Groups	\$10	\$10
10033204 367000	Non-Resident Non-Profit Youth Group	\$10	\$50
All Other Athletic Fields			
With Lights, Per Hour			
10033204 367000	Resident Groups	\$75	\$75
10033204 367000	Non-Resident Groups	\$125	\$125
10033204 367000	Baseball/Softball Weekend Surcharge	\$10	\$10
Tennis/Volleyball/Basketball Court			
Rentals			
Tournaments, Camps, Clinics			
10033204 367000	Resident (If Reserved) - No Lights	\$25	\$25
10033204 367000	Non-Resident (If Reserved) - No Lights	\$30	\$30
10033204 367000	Resident (If Reserved) - Lights	\$25	\$25
10033204 367000	Non-Resident (If Reserved) - Lights	\$30	\$30
Portland School Charges, Per Hour			
10033204 396000	High Schools - Turf Fields	\$62	\$62
10033204 396000	High Schools - Grass Fields	\$47	\$47
10033204 396000	High Schools - Light Fees	\$75	\$75
10033204 396000	High Schools - Tennis Courts (Per Court)	\$25	\$25
10033204 396000	Middle Schools - Grass Fields	\$47	\$47
10033204 396000	Middle Schools - Tennis Courts (Per Court)	\$25	\$25

FY26 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Cemeteries
Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Resident Fees 1			
10033205 363000	Wilde Chapel Rental (Wedding)	\$850	\$900
10033205 363000	Wilde Chapel Rental - Weekday Service	\$400	\$500
10033205 363000	Wilde Chapel Rental - Saturday Service	\$700	\$800
10033205 347050	Holiday Wreaths	\$35 - 50	\$35 - \$50
Interments, Conventional			
10033205 347010	Weekday	\$1,200	\$1,200
10033205 347010	Weekday - After 2:30 pm	\$1,400	\$1,400
10033205 347010	Saturday - Before 11:00 am	\$1,600	\$1,600
10033205 347010	Saturday - After 11:00 am	\$1,800	\$1,800
Interments, Child (Under 5 Years)			
10033205 347010	Weekday	\$700	\$700
10033205 347010	Weekday - After 2:30 pm	\$840	\$840
10033205 347010	Saturday - Before 11:00 am	\$1,250	\$1,250
10033205 347010	Saturday - After 11:00 am	\$1,500	\$1,500
Interments, Infant (Under 1 Year)			
10033205 347010	Weekday	\$400	\$400
10033205 347010	Weekday - After 2:30 pm	\$550	\$550
10033205 347010	Saturday - Before 11:00 am	\$750	\$750
10033205 347010	Saturday - After 11:00 am	\$900	\$900
Vault Setting Fee			
10033205 347010	All Interments	\$250	\$250
10033205 347010	Cremation - Urn Vault	\$350	\$350
10033205 347010	Placement of Funeral Home Provided Vault	\$100	\$100
Grave Re-Use Fee			
10033205 347010	For Cremains Buried On Top of Existing Casket	\$575	\$575
Interments, Cremains			
10033205 347010	Weekday	\$575	\$575
10033205 347010	Weekday - After 2:30 pm	\$800	\$800
10033205 347010	Saturday Service - 8am - 11am Starting Time	\$1,100	\$1,100
Disinterments, Conventional			
10033205 347010	Within Cemetery (Container Additional)	\$2,500	\$2,800
10033205 347010	Outside Cemetery (Container Additional)	\$1,250	\$1,400
Disinterments, Child (Under 5 Years)			
10033205 347010	Within Cemetery (Container Additional)	\$1,700	\$1,700
10033205 347010	Outside Cemetery (Container Additional)	\$850	\$850
Disinterments, Cremains			
10033205 347010	Within Cemetery	\$1,200	\$1,200
10033205 347010	Outside Cemetery	\$600	\$600
10033205 347010	Winter Rates for Burials/Disinterments -		

10033205 347010	Additional Fee (December 1 - April 1)	\$150	\$150
	Clearing Grounds for Tent Placement - (December 1 - April 1)	\$150	\$150

10033205 347010	Columbarium (30% Perpetual Care)	\$1,900 - \$2,200	\$2,000 - \$2,300
10033205 347010	Second Inurnment	\$250	\$260

Lot Sales - Forest City

10033205 347070	Single Lot	\$1,200	\$1,400
10033205 347070	Two (2) Grave Lot	\$2,400	\$2,800
10033205 347070	Three (3) Grave Lot	\$3,600	\$4,200
10033205 347070	Four (4) Grave Lot	\$4,800	\$5,600
10033205 347070	Five (5) Grave Lot	\$6,000	\$7,000
10033205 347070	Cremation Garden	\$550	\$750

Lot Sales - Evergreen

10033205 347070	Single Lot	\$1,400	\$1,500
10033205 347070	Two (2) Grave Lot	\$2,800	\$3,000
10033205 347070	Three (3) Grave Lot	\$4,200	\$4,500
10033205 347070	Four (4) Grave Lot	\$5,600	\$6,000
10033205 347070	Five (5) Grave Lot	\$7,000	\$7,500
10033205 347070	Veterans Section	\$900	\$1,200
10033205 347070	Cremation Garden	\$800	\$900
10033205 347070	Odd Shaped Lots - Resident (per sq. ft.)	\$40	\$44

Foundations

10033205 347020	Price Per Square Inch of Concrete	\$1.75	\$1.75
10033205 347020	Government Marker (Includes Setting)	\$0	\$150
10033205 347020	Bronze Marker, Single (Includes Setting)	\$175	\$200
10033205 347020	Bronze Marker, Double (Includes Setting)	\$250	\$300
10033205 347020	Cremation Garden Marker	\$120	\$150

Annual Care

10033205 347040	Payment for One Year's Care of One Grave Lot	\$50	\$50
10033205 347040	Monument Cleaning - Varies with Size	\$25 - \$500	\$25 - \$500

Perpetual Care

10033205 391000	One - Time Perpetual Care Fee	\$108	\$108
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Non-Resident Fees 1

10033205 363000	Wilde Chapel Rental (Wedding)	\$1,200	\$1,250
10033205 363000	Wilde Chapel Rental - Weekday Service	\$700	\$800
10033205 363000	Wilde Chapel Rental - Saturday Service	\$800	\$1,100

10033205 347050	Holiday Wreaths	\$35 - \$50	\$35 - \$50
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Interments, Conventional

10033205 347010	Weekday	\$1,400	\$1,400
10033205 347010	Weekday - After 2:30 pm	\$1,600	\$1,600
10033205 347010	Saturday - Before 11:00 am	\$1,900	\$1,900
10033205 347010	Saturday - After 11:00 am	\$2,200	\$2,200

Interments, Child (Under 5 Years)

10033205 347010	Weekday	\$900	\$900
10033205 347010	Weekday - After 2:30 pm	\$1,100	\$1,100
10033205 347010	Saturday - Before 11:00 am	\$1,400	\$1,400
10033205 347010	Saturday - After 11:00 am	\$1,600	\$1,600

Interments, Infant (Under 1 Year)			
10033205 347010	Weekday	\$550	\$550
10033205 347010	Weekday - After 2:30 pm	\$720	\$720
10033205 347010	Saturday - Before 11:00 am	\$850	\$850
10033205 347010	Saturday - After 11:00 am	\$1,000	\$1,000
Vault Setting Fee			
10033205 347010	All Interments	\$300	\$300
10033205 347010	Cremation - Urn Vault	\$350	\$350
10033205 347010	Placement of Funeral Home Provided Vault	\$100	\$100
Grave Re-Use Fee			
10033205 347010	For Cremains Buried On Top of Existing Casket	\$750	\$750
Interments, Cremains			
10033205 347010	Weekday	\$750	\$750
10033205 347010	Weekday - After 2:30 pm	\$950	\$950
10033205 347010	Saturday - Before 11:00 am	\$1,100	\$1,100
10033205 347010	Saturday - After 11:00 am	\$1,300	\$1,300
Disinterments, Conventional			
10033205 347010	Within Cemetery (Container Additional)	\$3,200	\$3,600
10033205 347010	Outside Cemetery (Container Additional)	\$1,600	\$1,800
Disinterments, Child (Under 5 Years)			
10033205 347010	Within Cemetery (Container Additional)	\$2,200	\$2,200
10033205 347010	Outside Cemetery (Container Additional)	\$1,100	\$1,100
Disinterments, Cremains			
10033205 347010	Within Cemetery	\$1,500	\$1,500
10033205 347010	Outside Cemetery	\$750	\$750
Winter Rates for Burials/Disinterments -			
10033205 347010	Additional Fee (December 1 - April 1)	\$200	\$200
Clearing Grounds for Tent Placement -			
10033205 347010	(December 1 - April 1)	\$200	\$200
10033205 347010	Columbarium (30% Perpetual Care)	\$2,500 - \$2,800	\$2,500 - \$2,800
10033205 347010	Second Inurnment	\$350	\$350
Lot Sales - Forest City			
10033205 347070	Single Lot	\$1,500	\$1,600
10033205 347070	Two (2) Grave Lot	\$3,000	\$3,200
10033205 347070	Three (3) Grave Lot	\$4,500	\$4,800
10033205 347070	Four (4) Grave Lot	\$6,000	\$6,400
10033205 347070	Five (5) Grave Lot	\$7,500	\$8,000
10033205 347070	Cremation Garden	\$800	\$900
Lot Sales - Evergreen			
10033205 347070	Single Lot	\$1,850	\$2,000
10033205 347070	Two (2) Grave Lot	\$3,700	\$4,000
10033205 347070	Three (3) Grave Lot	\$5,550	\$6,000
10033205 347070	Four (4) Grave Lot	\$7,400	\$8,000
10033205 347070	Five (5) Grave Lot	\$9,250	\$10,000
10033205 347070	Veterans Section	\$1,300	\$1,500
10033205 347070	Cremation Garden	\$1,000	\$1,200
10033205 347070	Odd Shaped Lots - Resident (per sq. ft.)	\$40	\$58
Foundations			
10033205 347020	Price Per Square Inch of Concrete	\$1.75	\$1.75

10033205 347020	Government Marker (Includes Setting)	\$0	\$150
10033205 347020	Bronze Marker, Single (Includes Setting)	\$175	\$200
10033205 347020	Bronze Marker, Double (Includes Setting)	\$245	\$250
10033205 347020	Cremation Garden Marker	\$120	\$150

Annual Care

10033205 347040	Payment for One Year's Care of One Grave Lot	\$50	\$50
10033205 347040	Monument Cleaning - Varies with Size	\$12 - \$500	\$12 - \$500

Perpetural Care

10033205 391000	One - Time Perpetual Care Fee	\$110	\$110
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1 All Resident and Non-Resident rates are subject to change

FY26 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Golf Course
 Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 2025 Season

Account Number	Revenue Description	Current 2025 Season Rates	Proposed 2026 Season Rates
		Membership Includes Ghin Fee of \$40	Membership Includes Ghin Fee of \$45
North Course			
Resident Seasonal Passes 1, 2			
10033304 346030	Single	\$1,175	\$1,300
10033304 346030	Mid Week (M - F)	\$865	\$950
10033304 346030	Under 35	\$1,010	\$1,115
10033304 346030	Junior	\$400	\$400
10033304 346030	College	\$790	\$875
10033304 346030	Couple	\$1,865	\$2,050
10033304 346030	Mid Week Couple (M - F)	\$1,525	\$1,680
10033304 346030	Single Combination (Both Courses)	\$1,525	\$1,680
10033304 346030	Mid Week Combination (M - F)	\$1,165	\$1,285
10033304 346030	Junior Combination (Both Courses)	\$500	\$500
10033304 346030	Couple Combination (Both Courses)	\$2,400	\$2,645
10033304 346030	Mid Week Couple Combination (M - F)	\$1,980	\$2,180
10033304 346030	Junior Addition (To Couple)	\$200	\$200
10033304 346030	Corporate Pass	\$7,000	\$7,700
North Course			
Non-Resident Seasonal Passes 1, 2			
10033304 346030	Single	\$1,440	\$1,585
10033304 346030	Mid Week (M - F)	\$1,125	\$1,240
10033304 346030	Under 35	\$1,275	\$1,400
10033304 346030	Junior	\$450	\$450
10033304 346030	College	\$790	\$870
10033304 346030	Couple	\$2,240	\$2,465
10033304 346030	Mid Week Couple (M - F)	\$1,875	\$2,065
10033304 346030	Single Combination (Both Courses)	\$1,875	\$2,065
10033304 346030	Mid Week Combination (M - F)	\$1,510	\$1,660
10033304 346030	Junior Combination (Both Courses)	\$550	\$550
10033304 346030	Couple Combination (Both Courses)	\$2,890	\$3,180
10033304 346030	Mid Week Couple Combination (M - F)	\$2,465	\$2,760
10033304 346030	Junior Addition (To Couple)	\$225	\$225
10033304 346030	Corporate Pass	\$7,000	\$7,700
North & South Course			
Daily Play Fees 1			
10033304 346010	18 Holes, Weekday	\$46	\$48
10033304 346010	18 Holes, Weekday, JR	\$28	\$30
10033304 346010	18 Holes, Weekday, College	\$39	\$41
10033304 346010	18 Holes, Weekend	\$51	\$53
10033304 346010	9 Holes, Weekday	\$34	\$36
10033304 346010	9 Holes, Weekday, JR	\$21	\$23
10033304 346010	9 Holes, Weekday, College	\$29	\$31
10033304 346010	9 Holes, Weekend	\$39	\$41
10033304 346010	Additional 9 on 9 Holes Weekday	\$12	\$12
10033304 346010	Additional 9 on 9 Holes Weekday, JR	\$7	\$7
10033304 346010	Additional 9 on 9 Holes Weekday, College	\$10	\$10
10033304 346010	Additional 9 on 9 Holes Weekend	\$12	\$12
North & South Course			
League Fees 1			
10033304 346010	South Pass Holder (Pass Holder - 9 Holes)	\$19	\$20
10033304 346010	South Pass Holder (Pass Holder - 18 Holes)	\$32	\$33
10033304 346010	Non-Pass Holder (Non-Pass Holder - 9 Holes)	\$25	\$26
10033304 346010	Non-Pass Holder (Non-Pass Holder - 18 Holes)	\$39	\$40
South Course			
Resident Seasonal Passes 1, 2			
10033304 346030	Single	\$790	\$875
10033304 346030	Mid Week (M - F)	\$680	\$750
10033304 346030	Junior	\$200	\$200
10033304 346030	Couple	\$1,230	\$1,355
10033304 346030	Mid Week Couple (M - F)	\$1,085	\$1,200

South Course**Non-Resident Seasonal Passes 1, 2**

10033304 346030	Single	\$955	\$1,050
10033304 346030	Mid Week (m - F)	\$865	\$950
10033304 346030	Junior	\$250	\$250
10033304 346030	Couple	\$1,460	\$1,610
10033304 346030	Mid Week Couple (M - F)	\$1,360	\$1,500

North & South Course**Common Fees 1**

10033304 346070	Bag Storage	\$95	\$95
10033304 346070	Bag & Pushcart Storage	\$115	\$120
10033304 346080	Club Rental - 9 Holes	\$25	\$25
10033304 346080	Club Rental - 18 Holes	\$40	\$40
10033304 346080	Pull Cart Rental - 9 Holes	\$5	\$5
10033304 346080	Pull Cart Rental - 18 Holes	\$10	\$10
10033304 346070	Seasonal Locker Rental - Members	\$35	\$35
10033304 346070	Seasonal Locker Rental - Non-Members	\$50	\$50
10033304 346080	Golf Cart Rental - 18 Holes Non-Members	\$22	\$22
10033304 346080	Golf Cart Rental - 9 Holes Non-Members	\$16	\$16
10033304 346080	Golf Cart Rental - Additional 9 on 9 Holes Non-Members	\$6	\$6
10033304 346080	Golf Cart Rental - 18 Holes Members	\$20	\$20
10033304 346080	Golf Cart Rental - 9 Holes Members	\$14	\$14
10033304 346080	Golf Cart Rental - Additional 9 on 9 Holes Members	\$6	\$6
10033304 346010	Practice Facility - Daily Fee - Under 17 Years of Age	\$5	\$5
10033304 346010	Practice Facility - Daily Fee - Over 17 Years of Age	\$20	\$20
10033304 346010	High School Fee Per School Per Season	\$1,800	N/A
10033304 346010	High School Fee Per Use for Practice Course	\$20	N/A
10033304 346010	College School Fee Per Season	\$2,200	N/A
10033304 346010	High School Fee Per School Per Season - Resident	\$2,700	\$2,700
10033304 346010	High School Fee Per School Per Season - Non Resident	\$3,600	\$3,600
10033304 346010	High School Fee Per Use for Practice Course	\$20	\$20
10033304 346010	College Fee Per Season - Per Team - Resident	\$4,400	\$4,400
10033304 346010	College Fee Per Season - Per Team - Non Resident	\$5,400	\$5,400
10033304 346010	Ghin Fee - Non Memebers	\$75	\$85

1 Rates subject to change

2 Cost for 2025 Season Memberships sold starting in FY25

FY26 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Ice Arena

Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: As of 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Rates</u>
Services 1			
10033306 341000	Skate Sharpening - Hockey Skates	\$8	\$8
10033306 341000	Skate Sharpening - Figure Skates	\$8	\$8
10033306 341000	Skate Sharpening - Radius	\$20	\$20
10033306 341000	Skate Sharpening - Flat Bottom	\$10	\$10
10033306 341000	Skate Sharpening - Custom Sharpening	\$15	\$15
10033306 341000	Skate Rentals - All Users	\$4	\$4
Ice Rentals 1			
10033306 346500	Public Skating, Per Session - Adults	\$6	\$6
10033306 346500	Public Skating, Per Session - Youth & Seniors	\$6	\$6
10033306 346500	Pickup Hockey	\$8	\$10
10033306 346500	Hourly Ice Rentals - All Users	\$250	\$265
10033306 346500	Hourly Ice Rentals - 9:00 pm - 6:00 am - All Users	\$230	\$245
10033306 346500	Hourly Ice Rentals - Portland Public Schools	\$195	\$205
10033306 346500	Hourly Ice Rentals - Cheverus High School	\$200	\$210
10033306 346500	Hourly Ice Rental - Non-Resident Schools	\$205	\$215
10033306 346500	Hourly Ice Rental - Non-Resident Non-Host Schools	\$225	\$235
10033306 346500	Non-Profit Rate	\$175	\$200
ISIA Group Skating Lessons 1			
9 Week Sessions			
10033306 346500	Tots (4 & 5 Years) - Resident	\$108	\$108
10033306 346500	Tots (4 & 5 Years) - Non-Resident	\$117	\$117
10033306 346500	Pre-Alpha through Gamma - Resident	\$135	\$135
10033306 346500	Pre-Alpha through Gamma - Non-Resident	\$144	\$144
10033306 346500	Delta & Freestyle - Resident	\$135	\$135
10033306 346500	Delta & Freestyle - Non-Resident	\$144	\$144
10033306 346500	Open Freestyle Practice - Resident	\$135	\$135
10033306 346500	Open Freestyle Practice - Non-Resident	\$135	\$135
Figure Skating Lessons 1			
Per Session			
10033306 346500	Pre-Registered	\$15	\$15
10033306 346500	Walk-On	\$15	\$15

1 Rates are subject to change

FY26 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Recreation
 Fee Schedule Change is Administrative

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Camp Fees			
10033302 347100	Camp Venture - Summer (K - 5th) Per Week	\$225	\$250
10033302 347100	February Vacation Camp	N/A	\$225
10033302 347100	April Vacation Camp	N/A	\$225
Before & After The Bell Program Fees			
10033302 347200	After School Program, Per Week (East End, Longfellow, Ocean Ave & Talbot)	\$113	\$115
10033302 347200	After School Program, Per Week (Lyseth, Prosempscot Reiche & Rowe)	\$76	\$80
10033302 347200	Before School Program, Per Week (Lyseth, Presumpscot, Reiche & Rowe)	\$45	\$45
10033302 347200	After School Program, Per Week (Peaks Island)	\$95.50	\$100
Community Center Fees			
	Community Center Gyms (For Profit)		
10033302 363000	East End & Riverton Adult Resident Per Hour	\$80	\$80
10033302 363000	East End & Riverton Adult Non Resident Per Hour	\$125	\$125
10033302 363000	East End & Riverton Youth Per Hour	\$30	\$30
10033302 363000	Reiche Adult Resident Per Hour	\$80	\$80
10033302 363000	Reiche Adult Non-Resident Per Hour	\$125	\$125
10033302 363000	Reiche Youth Per Hour	\$30	\$30
10033302 363000	Adult Drop-In Fees Resident	\$5	\$5
10033302 363000	Adult Drop-In Fees Non Resident	\$10	\$10
Community Center Fees			
	Community Center Gyms (All Other)		
10033302 363000	East End & Riverton Portland Non-Profit Per Hour	\$50	\$50
10033302 363000	East End & Riverton Non Portland Non-Profit Per Hour	\$75	\$75
10033302 363000	Reiche Portland Non-Profit Per Hour	\$50	\$50
10033302 363000	Reiche Non Portland Non-Profit Per Hour	\$75	\$75
10033302 363000	For Profit Adult Leagues Long Term	\$55	\$55
Community Center Fees			
	Community Center Room Rental		
10033302 363000	Large Recreation Community Center Room Per Hour	\$50	\$50
10033302 363000	Small Recreation Community Center Room Per Hour	\$35	\$35
10033302 363000	Recreational Staff Fees if Needed Hourly Rate	\$25	\$25
10033302 363000	School Custodial Fees if Needed Hourly Rate	\$81	\$81
	***Three Hour Minimum		

EXHIBIT F

FY26 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Department: Planning & Urban Development

Administrative Fees RE Chapter 14

Account #	Revenue Description	Current Fee	FY26
			Proposed 3.2% Fee Increase
10024200 341000	Planning Misc. Charges for Services		
	Zoning Map Amendment	\$9,000	\$9,288
	Land Use Code Text Amendment	\$9,000	\$9,288
	Zoning Map and Text Amendment Combined	\$12,000	\$12,384
	Conditional/Contract Rezoning	\$12,000	\$12,384
	Conditional Use (Planning Board)	\$1,200	\$1,238
	Conditional Use (Inclusionary Zoning)	\$100.00	-
	Conditional Use (Hotel Inclusionary Zoning)	\$100.00	-
	Fee for Development Review Services (Legal)	\$90/hour	\$92/hour
	Sign Review for Signs in Historic District	\$90	\$92
	Street Vacation	\$2,400	\$2,476
	Street Extension (Under Subsection 6.4.1)	\$440+\$30/lot	\$454+\$31/lot
10024200 341501	Planning Department of Environmental Protection (DEP) Reviews		
	Site Location of Development	\$4,200 or \$240/lot if residential project	\$4,334 or \$247/lot
	Traffic Movement Permit	\$1,800	\$1,857
	Stormwater Quality Permit	\$300	\$309
10024200 341502	Planning Historic Preservation Program Reviews		
	Administrative Review	\$78	\$80
	Historic Preservation Board Minor Review	\$150	\$154
	Historic Preservation Board Major Review ¹	\$900	\$928
	After-the-Fact Review	\$1,200 + applicable application fees	\$1,238 + fees
10024200 342110	Planning Development Application Fees		
	Minor Site Plan (Residential)	\$360	\$371
	Minor Site Plan (Low-Impact Site Development)	\$720	-
	Minor Site Plan (Other)	\$960	\$990
	Major Site Plan (under 50,000 SF)	\$3,300	\$3,405
	Major Site Plan (50,000 to 100,000 SF)	\$3,600	\$3,715
	Major Site Plan (100,000 to 200,000 SF)	\$4,800	\$4,953
	Major Site Plan (200,000 to 300,000 SF)	\$6,000	\$6,192
	Major Site Plan (over 300,000 SF)	\$8,400	\$8,668
	Master Development Plan	\$1,000	-
	Subdivision	\$600 + \$30/lot + applicable site plan application fee	\$619 + \$31/lot + fees
	Parking Lots Over 100 Spaces	\$1,920	\$1,981
	Plan Amendment (Minor)	\$300	\$309
	Plan Amendment (Major)	\$1,800	\$1,857
	After-the-Fact and/or	\$2,400 + applicable application fees	\$2,476 + fees

Minor Site Plan Review

10024200 342120	Planning Development Review (Planners) Fee for Development Review Services (Planning Fee)	\$65/hour	\$67/hour
10024200 342130	Planning Inspection/Review Development Review Coordinator (DRC) Minor Site Plan (Residential) Other	\$120 2% of the performance guarantee or \$360 minimum with any additional inspection costs to be assessed by Planning or Public Works at \$65/hour	\$123 \$371 minimum \$67/hour
10024200 398000	Planning Miscellaneous Reimbursements Neighborhood Notices for Planning Board or Historic Preservation Board Workshops and Public Hearings	\$0.90/each	\$0.93/each

¹ For projects involving new construction or building additions exceeding 1,000 SF or comprehensive rehabilitation or redesign of existing structures.

FY26 Revenue Fee Schedule Change

Department: Public Works

Account#	Revenue Description	Current Fee	FY 26 Proposed Fee
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Administrative Fees:

24731000-321060	Pavement Restoration Fee	\$85.00/each	\$125.00/each
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Ordinance Fees:

Transportation Engineering Street Occupancy Fees: Chapter 25-27(a)(3)

10031302-321000	Sidewalk Closure Permit	\$32.50/day	\$50.00/day
10031302-321000	Single Lane Closure Permit	\$200.00/day	\$215.00/day
10031302-321000	Street Closure Permit	\$400.00/day	\$430.00/day

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN
AGREEMENTS TO IMPLEMENT THE FISCAL YEAR 2026 HUMAN RESOURCES
AND CERTAIN FRINGE BENEFITS BUDGETS**

WHEREAS, each year, the City of Portland enters into agreements to obtain services that the Human Resources Department requires to administer various City programs and benefits, which benefits and programs are provided for in the City budget; and

WHEREAS, the Human Resources administrative budget includes funds for services such as professional coaching and training; physical fitness testing and written examinations as required by the Employment Subcommittee of the Civil Service Commission; and similar professional services; and

WHEREAS, the Human Resources benefit budget includes contracted services for claims administration for its health plan, administration of other benefits, administration of the City's wellness program, benefits brokerage and consulting services, and similar services necessary to administer the City's health and benefits programs; and

WHEREAS, the Human Resources workers' compensation budget includes contracted services for claims administration, drug and alcohol testing, safety related consulting services, and similar services necessary to implement the City's workers' compensation, drug testing, and safety programs;

NOW, THEREFORE, BE IT ORDERED, that the City Manager is hereby authorized to enter into such agreements as necessary to implement the programs provided for the Human Resources budgets.

MARK DION (MAYOR)
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**ORDER APPROVING THE FISCAL YEAR 2026
SELF-INSURED LIABILITY PROGRAM**

ORDERED, that pursuant to Article VII, Sec. 15 of the Portland City Charter there is hereby established a Cumulative Reserve Fund for the purpose of enabling the City to pay losses under its self-insurance program or incurred under any deductible insurance policies, which fund shall continue from year to year and shall not lapse as provided in Article VII, Sec. 7 of the Charter; and

BE IT FURTHER ORDERED, that pursuant to 14 M.R.S. Sec. 8116, the City Council of the City of Portland hereby states that the City of Portland has self-insured (to the extent set forth herein) against the obligations and liabilities imposed by the Maine Tort Claims Act (hereinafter the "Act"):

1. The Council has, and may from time to time, set aside funds in an account identified as "Liability" to be added to funds previously appropriated and held in reserve, all of which funds have been designed to enable the City to meet the obligations imposed by the Act; and to implement its self-insurance program, including but not limited to, the costs of administration of the program, investigation of claims, and of defense of claims against the City, its officers and employees;
2. The limit of liability assumed by the City is the \$400,000 required by the Act, as it may be amended from time to time, notwithstanding the fact that its appropriation or reserve may exceed the statutory limit of liability;
3. The scope of coverage is limited to those areas for which governmental immunity has been expressly waived by 14 M.R.S.A. Sec. 8104-A, as limited by 14 M.R.S.A. Sec. 8104-B, and 14 M.R.S.A. Sec. 8111. Liability coverage shall not be deemed a waiver of any immunities or limitation of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law; and
4. The fund shall be administered by the City Manager and Corporation Counsel who shall settle all claims and pay all judgments for which the City may be legally liable under the Act or under the law of any jurisdiction to which the City, its officers or employees may be subject.

MARK DION (MAYOR)
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**CITY OF PORTLAND
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**ORDER AUTHORIZING THE DIRECTOR OF PARKS,
RECREATION & FACILITIES TO SET FEES AND ENTER RENTAL AGREEMENTS
FOR CITY FACILITIES**

ORDERED, that the Director of Parks, Recreation & Facilities or their designee is hereby authorized to set fees for, and to enter into and sign, rental lease agreements or contracts for City facilities.

MARK DION (MAYOR)
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**ORDER AUTHORIZING THE CITY MANAGER
TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT
FISCAL YEAR 2026 HEALTH & HUMAN SERVICES BUDGET**

ORDERED, that the City Manager or designee be and hereby is authorized to enter into:

1. Standard agreements and amendments to standard agreements with other governmental agencies for Fiscal Year 2026 to implement the Health & Human Services operating budget; and
2. Agreements with providers of services and lessors of property to provide services for Health & Human Services programs.

MARK DION (MAYOR)
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**ORDER AUTHORIZING THE CITY MANAGER TO ACCEPT SCHOLARSHIP AND
TRUST DONATIONS AND BEQUESTS AND ENTER INTO TRUST AGREEMENTS**

ORDERED, that the City Manager is authorized to accept and to appropriate new scholarship funds, and bequests from wills and trusts in amounts of up to \$50,000 in Fiscal Year 2026; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into standard form trust agreements and other associated documents and/or agreements as approved by the Corporation Counsel.

MARK DION (MAYOR)
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**ORDER AUTHORIZING THE DIRECTOR OF PARKS, RECREATION & FACILITIES
TO ACCEPT DONATIONS UP TO \$10,000
FOR PARKS, RECREATION & FACILITIES DEPARTMENT PROGRAMS
AND CITY FUNDS**

ORDERED, that the Director of Parks, Recreation & Facilities is authorized to accept and to appropriate donations in amounts of up to \$10,000 in Fiscal Year 2026 for the following:

- The Land Bank Fund, Chapter 2, Section 2-45; and
- The Tree Trust Fund, Chapter 29, Section 29-14; and
- The Portland Youth Corps; and

BE IT FURTHER ORDERED, that City-funded Parks, Recreation & Facilities Department gift catalog and program donations in amounts of up to \$10,000 in Fiscal Year 2026 may also be accepted.

MARK DION (MAYOR)
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**CITY OF PORTLAND
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**ORDER AUTHORIZING CORPORATION COUNSEL
TO UNDERTAKE CIVIL ACTIONS TO COLLECT
DELINQUENT PERSONAL PROPERTY TAXES**

ORDERED, that the Corporation Counsel, through the use of City Attorneys or Contractors, is hereby authorized to institute legal proceedings on behalf of the City to collect delinquent personal property taxes against debtors who have failed to pay the taxes when due.

MARK DION (MAYOR)
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ORDER AUTHORIZING NON-UNION WAGE ADJUSTMENT

ORDERED, that an overall wage increase of three percent (3.0%) for non-union employees is hereby approved effective July 1, 2025; and

BE IT FURTHER ORDERED, that the Mayor, the City Council, the City Clerk, and Corporation Counsel shall receive a three percent (3.0%) wage increase effective July 1, 2025.

Public Comment - Order 210 - 24/25: If you can't be transparent about 3% raises, then you must vote NO

George Rheault via portlandmaine.gov

Sun, Jun 1, 11:15 AM (1 day ago)

to Mark, Pious, April, bgrant, Kate, Anna, Regina, Wesley, smichniewicz, Danielle, Michael, Public

I strongly oppose the 3% increase for "non-union" workers being proposed for the upcoming fiscal year.

To begin with, there is zero transparency regarding the individual and overall fiscal impacts surrounding this proposal.

What will this cost the City of Portland overall?

How many employees will this impact? Do part-time temporary employees, like election workers or Merrill or Expo events assistants, count as "non-union" and thus will see their compensation raised in the new fiscal year as a result of Order 210?

One big sub-set of "non-union" employees are department heads and the entire City Manager office (and perhaps other high-level supervisory/management positions beneath department heads).

The leaders of our city departments, due in part to recruiting challenges, all received sizable salary upgrades during the Jon Jennings era and are very competitively compensated today and do not necessarily need cost-of-living adjustments every year. Because these department heads have some of the biggest salaries in the city workforce, 3% raises is a pretty generous absolute amount and of course it has knock-on impacts for other aspects of the compensation beyond just the extra salary going to the employee.

At a minimum, there should be a fiscal note explaining what the overall impact will be here - both on the salary side AND the non-salary/fringe benefit side. ALL current salaries of department heads should be listed so we can understand what these raises mean for them and the city's fiscal contribution. Then the fiscal impact of each category of employee below department heads should be outlined including how many employees are likely to have the raises applied to them.

It is also NOT CLEAR that the City Manager would receive a raise from Order 210. She is a "non-union" employee but any explicit reference to "City Manager" has been omitted from the proposed order. Whether the City Manager is covered or not covered should be crystal clear, especially if her employment agreement addresses her entitlement to this kind of general compensation increase.

Finally, the Mayor's compensation already is handled via the City Charter and has a built-in escalator. See below. It is theoretically possible that during a period of economic deflation and crisis, the area income may DECLINE and thus lead to a fall in the Mayor's salary, but the area income has been going up and up since the elected Mayor position was created in 2010. The City Charter is somewhat muddy about WHEN the Mayor's salary should be increased (once during a 4-year term or annually).

The citizens of Portland deserve to know what the base salaries for FY2025 are for the Mayor, City Clerk and Corporation Counsel and thus what 3% raises would look like individually and in total. And in each case, what such an increase would do to compensation arrangements already in play (in the case of the Mayor, would the 3% be ON TOP of his increase from the City Charter escalator, and for the Clerk and City Attorney, their employment agreements).

And if the City Council wants to raise its OWN compensation 3% (primarily via its stipends, but also potentially impacting other benefits), then it should be explicit what the base compensation is in FY2025 and what it will look like with the 3% raises starting in the next fiscal year (on or about July 1, 2025).

Article II of City Charter - Section 4. Compensation of councilors and mayor.

<https://content.civicplus.com/api/assets/5c09aff5-1c73-4caa-84f9-d1f2c6cecd70?cache=1800>

Prior to the date nomination papers are available for the first mayoral election, the city council shall set the mayor's compensation and shall re-set it prior to the date nomination papers are available for each mayoral election thereafter. During the mayor's term, the city council may adjust the mayor's compensation. At minimum, the mayor shall be paid compensation consisting of a salary which is no less than one and one-half (1.5) times the median household income for Portland as most recently published by the U.S. Census Bureau, American Community Survey, or successor index thereto, at the time such compensation is set or adjusted, plus customary city benefits.

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 DESIGNATING FISCAL YEAR 2026 FUNDS FOR
SPECIFIC ISLAND SERVICES**

ORDERED, that \$45,000 from the Fiscal Year 2026 municipal budget is hereby designated to pay for the Peaks Island services specified as follows:

Item A: Summer Bike Program Tickets (CBL): \$250
Item B: Needs Based PI Resident Tickets (CBL): \$3,000
Item C: PI Student Tickets (CBL): \$450
Item D: Island Taxi (ITS): \$25,000
Item E: Island Compost Project: \$2,400
Item F: Peaks Environmental Action Team fitness station project: \$2,000
Item G: PI Council Administrative Expenses: \$2,250
Item H: Peaks Island Children's Workshop: \$7,250
Item I: Home Start allocation: \$2,400

TOTAL: \$45,000



Peaks Island Council
FY 2026 Budget Request
As Approved for Submission
March 7, 2025

The Peaks Island Council requests the Portland City Council to allocate the following funds to the Peaks Island Council FY2026 Parking and Transportation Fund in the amount of \$45,000 in accordance with the following items:

Item A: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a summer bike ticket program on Peaks Island. Funds allocated for bike tickets are \$250.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item B: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for Needs-Based Peaks Island residents. To receive Needs-Based tickets, recipients must fit defined criteria developed by the Peaks Island Council. The funds allocated for Needs-Based tickets are \$3,000.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item C: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation fund payable to Casco Bay Lines to purchase tickets for Peaks Island student tickets. The funds allocated for student tickets are \$450.00.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item D: Island Transportation System (ITS), the Island Taxi. The Peaks Island Council requests the City Manager or her designee to provide an allocation to the ITS for continued support of the only public transportation service available to island residents. The funds allocated for the taxi are \$25,000.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item E: The Peaks Island Council requests the City Manager, or her designee provide an allocation for the Island Compost Project. In its first full year of operation this volunteer-led initiative composted over 30 tons of organic waste. Support for this initiative enables members of the Project to transport the waste via Casco Bay Lines to Garbage to Garden weekly for inclusion in Portland's municipal composting program. Project volunteers are developing Phase 2, to create a permanent, on-island composting facility. The funds allocated for this project are \$2,400.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item F: The Peaks Island Council requests the City Manager, or her designee to provide an allocation of funds to be used towards purchase and installation of two fitness/exercise stations near trailheads in Trott Littlejohn Park. This Peaks Environmental Action Team (PEAT) project is working in collaboration with Parks Department staff, which will help to identify stations that can be used by a wide variety of ages and ability levels, and meet City safety standards. The funds allocated for this project are \$2,000.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item G: The Peaks Island Council requests the City Manager, or her designee to provide an allocation for the Peaks Island Council for Administrative Expenses. The funds allocated for this item are \$2,250.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item H: The Peaks Island Council requests the City Manager, or her designee provide an allocation for the Peak's Island Children's Workshop for building maintenance, classroom supplies, related learning materials and core costs. The Workshop has successfully secured a licensed capacity increase from 12 children to 20 children, enabling it to serve more Peaks Island families in the coming year, a critical need on the island. Funding from the Peaks Island Council is an important component of the overall funding for the Workshop, and will enable the learning environment to be set up to accommodate 20 children. The funds allocated for the P.I. Children's Workshop are \$7,250.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item I: The Peaks Island Council requests the City Manager, or her designee provide an allocation to Home Start, the island's affordable housing non-profit. The funds allocated will assist with housing costs of the Island Institute's Fellow, who is serving as a member of the PIC Housing and Zoning Committee and supporting PIC's efforts to educate islanders about the implications of ReCode for the island and future housing needs. The Fellow is also providing support for grant requests that will enable Peaks to participate in climate mitigation projects, including one that would fund the creation of a Casco Bay Resilience group to provide technical support to the islands regarding nature-based strategies for shoreline resilience projects. The funds allocated for Home Start are \$2,400.

DocuSigned by:
Danielle P. West
A4548612E752416...

Danielle West, Portland City Manager

5/8/2025

Date

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 APPROPRIATING \$15,900,000 IN FUND BALANCE

ORDERED, that \$7,100,000 is hereby appropriated from Assigned Fund Balance to offset a portion of the final pension obligation bond debt service payment which is due in Fiscal Year 2026; and

BE IT FURTHER ORDERED, that an additional \$8,800,000 is hereby appropriated from Unassigned Fund Balance to provide tax stabilization and support City Health & Human services operations during Fiscal Year 2026.

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 25
RE: VARIOUS FEE INCREASES FOR FISCAL YEAR 2026**

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

*1. That Section 25-27 is hereby amended, which said sections
read as follows:*

Sec. 25-27. Fees and fines.

...

(3) Vehicles, equipment, or construction materials, as follows:

a. The Parking Space Permit shall be \$35.00 per day or any portion thereof;

b. The Sidewalk Permit shall be \$~~32.50~~50.00 per day or any portion thereof;

c. The Single Lane Closure Permit shall be \$~~200.00~~215.00 per day or any portion thereof; and

d. The Street Closure Permit shall be \$~~400.00~~ 430.00 per day or any portion thereof.

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)

FISCAL YEAR 2025-2026 APPROPRIATION RESOLVE

RESOLVED, that the sum of **\$365,626,127** is hereby appropriated for Fiscal Year 2026 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$162,800,974** is hereby appropriated for Fiscal Year 2026 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2025 and not exempt from taxation, to the aggregate amount of **\$115,430,182** for municipal purposes and **\$127,225,979** for school purposes for a total tax levy of **\$242,656,161** for Fiscal Year 2026, in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due 30 days after the City's Tax Commitment 2025, and payable in two equal installments, the first due 30 days after the City's Tax Commitment 2025, and the second installment due on the 20th day of March, 2026. The delinquency rate of interest shall be eight and a half percent (8.5%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be four and a half percent (4.5%) per annum.

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: FUNDING AMOUNT FOR CLEAN ELECTION FUND
FOR FISCAL YEAR 2025-2026**

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

*1. That Section 9-65 is hereby amended, which said section
read as follows:*

Section 9-65. Fund Administration.

*** * ***

(b) *Sources of Funding.* The following must be deposited in
the fund:

- (1) An initial special appropriation in the sum of
\$464,750 for fiscal year 2023-24, to be deposited by
July 1, 2023;
- (2) For fiscal year 2024-25, a sum of not less than
\$300,000 shall be included in the Fund.
- (3) Each fiscal year after 2024-2025, ~~an amount sum of not
less than \$290,000~~ shall be budgeted annually to
ensure the Fund has a balance of at least \$300,000~~for
and deposited in the Fund~~. The City Council shall
appropriate and deposit in the Fund such additional
sums, if any, as may be necessary to ensure the Fund
is sustained at a level that facilitates competitive
campaigns for Certified Candidates who meet qualifying
criteria;

*** * ***

BE IT FURTHER ORDERED, that this amendment shall be effective on
July 1, 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 FOR FISCAL YEAR 2025-2026 APPROPRIATING
\$275,000 FROM EXCESS FUND FOR
CASCO BAY ISLAND TRANSIT DISTRICT**

ORDERED, that the City Council hereby authorizes and appropriates \$275,000 from the Casco Bay Island Transit District Maintenance and Excess Fund pursuant to the lease agreement between the City of Portland and the Casco Bay Island Transit District which is for capital costs associated with Casco Bay Island Transit District's public transportation operations in Casco Bay.

Green Building Code Exemptions Annual Report 2024-2025

Report Summary:

This report is submitted in accordance with Article 6-170(e) of the City Code, which requires an annual submission from the Director of Planning & Urban Development listing all projects granted partial exemptions or exceptions to the Green Building Code requirements outlined in Article VII during the previous twelve months (July 2024 - July 2025).

Over the past twelve months, one project was granted a total of five exemptions from Article VII, the Green Building Code. Each exemption is detailed in Table 1 below. Corresponding exemption letters and supporting documentation are attached to this report. The waivers were granted to the Portland Housing Authority for their Riverton Park Redevelopment and Rehabilitation Project, which involves the rehabilitation of 118 existing units and the creation of 64 new affordable family rental apartments. The original units were constructed in the 1970s.

Detailed List of Exemptions Granted:

TABLE 1				
Project	Applicant	Section	Finding	Date Granted
2 Riverton Drive (Riverton Park)	Portland Housing Authority	<u><i>Sec. 6-167 – Standards for New Buildings and Renovations Over 5,000 SF: Requires a 25% energy performance improvement for rehabilitation projects compared to ASHRAE 90.1.</i></u> Applicant Justification: The applicant submitted an energy model prepared by Thornton Tomasetti showing an 18% improvement in energy efficiency relative	The applicant submitted an energy model prepared by Thornton Tomasetti demonstrating an 18% improvement over the baseline standard, which is 7% below the required 25% improvement required for rehabilitation projects compared to ASHRAE 90.1. Additionally, PHDC	12/5/2024

		to ASHRAE 90.1-2022, 7% below the required 25% threshold. The applicant contends that, despite this shortfall, the rehabilitation project aligns with the intent and spirit of the Green Building Code. They also cite financial hardship, noting that expanding the scope of rehabilitation is infeasible due to MaineHousing's Debt Service Coverage Ratio and Loan-to-Value requirements.	asserts that further expanding the scope of work would cause the project's Debt Service Coverage Ratio to fall below permissible levels and exceed the Loan-to-Value (LTV) limits set by MaineHousing Based on the information provided the Planning Authority finds that the applicant has satisfactorily demonstrated compliance with the relevant requirements in accordance with Sec. 6-170(a) and 6-170(b) and grants an exemption from Section 6-167, which mandates a 25% improvement for rehabilitation projects compared to ASHRAE 90.1.	
2 Riverton Drive (Riverton Park)	Portland Housing Authority	<u>Sec. 6-175 - Better Roof Requirements:</u> <i>New construction or renovation projects must have a solar zone covering at least 15% of the roof area (excluding skylights), free of shading or obstructions (except those north of the zone), with proper roof orientation if the slope exceeds 2:12. Additionally, the electrical service must accommodate future solar installations, and solar zones must meet minimum size requirements and</i>	Based on the applicant's materials, none of the proposed renovation projects will increase the total roof area by more than 2,000 square feet over the existing roof area. Per Article 6-170.d.4, a renovation project may be granted an exception to the Better Roof Requirement if the total roof area increase is less than 2,000 square feet. Therefore, the	12/5/2024

		<i>comply with all relevant codes.</i> Applicant Justification: None of the 21 existing buildings at Riverton Park will undergo a roof area increase exceeding 2,000 square feet as part of the rehabilitation.	Planning Authority finds that the applicant qualifies for an exception to the Better Roof Requirement under this provision.	
2 Riverton Drive (Riverton Park)	Portland Housing Authority	<u>Sec. 6-168 Submissions to achieve LEED certification:</u> Applicant Justification: The applicant intends to achieve Passive House certification as an alternative to LEED certification.	Based on the applicant's exemption request, the Circle 1 building is proposed to achieve Passive House certification in lieu of LEED. Accordingly, the Planning Authority grants an exemption from the LEED certification requirement, contingent upon the submission of third-party certification or equivalent documentation demonstrating compliance with, or performance exceeding, Passive House standards.	12/5/2024
2 Riverton Drive (Riverton Park) - Administration Building	Portland Housing Authority	<u>Sec. 6-167 – standards for new buildings and renovation projects:</u> Applicant Justification: The applicant submitted an energy model prepared by Bennett Engineering indicating a 10%–15% improvement in energy efficiency relative to ASHRAE 90.1. While this falls short of	Based on the applicant's exemption request, Bennett Engineering, the Mechanical, Electrical, and Plumbing (MEP) engineer of record for the Riverton Park project, conducted a study and determined that the Admin Building would	01/30/2025

		the required threshold, the applicant argues that the rehabilitation project aligns with the intent and spirit of the Green Building Code. They also cite financial hardship, explaining that expanding the scope of work is infeasible due to MaineHousing's Debt Service Coverage Ratio and Loan-to-Value requirements. Additionally, they note that the existing building has a modest footprint of approximately 2,900 square feet, housing space for PHA maintenance staff and a community room for residents, and therefore has a limited environmental impact.	achieve an overall energy performance improvement of no less than 10%–15% compared to the most recent ASHRAE 90.1 standard. Additionally, PHA indicates that expanding the scope of work further would cause the project's Debt Service Coverage Ratio to fall below allowable limits and exceed the Loan-to-Value (LTV) thresholds established by MaineHousing. Given these circumstances, the Planning Authority is granting a waiver, finding that the specific constraints of the retrofit would defeat the intent of the standard.	
2 Riverton Drive (Riverton Park) – Administration Building	Portland Housing Authority	<u>Sec. 6-168 Submissions to achieve LEED certification:</u> Applicant Justification: The applicant intends to achieve Passive House certification as an alternative to LEED certification.	Based on the applicant's exemption request, the proposed project is expected to achieve Passive House certification in lieu of LEED. Accordingly, the Planning Authority grants an exemption from the LEED certification requirement, contingent upon the submission of third-party certification or	01/30/2025

			equivalent documentation demonstrating compliance with, or performance exceeding, Passive House standards.	
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12/5/2024

Dear Tyler Plante:

On November 18, 2024, the Portland Housing Development Corporation (PHDC) submitted requests for exemptions from the City's Green Building Code requirements (Article VII) for the Riverton Park Redevelopment & Rehabilitation project at 2 Riverton Drive. This affordable housing project will include 182 homes for low-income families, comprising the rehabilitation of 118 townhomes, new construction of 64 units in the Circle 1 building, and work on the administrative building.

Under Section 6-170, *Partial Exemption and Exceptions*, the Director of Planning & Urban Development has the authority to grant partial exemptions and exceptions to the Green Building Code requirements. Below is a summary of our findings regarding the requested exemptions for the rehabilitation of 118 townhomes and the new construction of 64 units in the Circle 1 building.

Following our analysis of PHDC's submission, we have determined that the following exemption request is not applicable:

- **Exemption from Section 6-169:** Requiring final certification or a compliance statement prior to the issuance of a certificate of occupancy.

Section 6-169 provides use of procedures like a temporary Certificate of Occupancy to address the certification timing, which the Permitting Department can accommodate.

Additionally, we request PHDC to confirm whether the work on the administrative building qualifies as a renovation under the definition in Section 6-166. If it does not meet this definition, an exemption for the administrative building would not be required, as it would not trigger the standards in Section 6-167. However, if the work does meet the definition of a renovation, the exemption request should be revised to reflect the requirement for LEED Silver certification, which applies to buildings of 2,912 square feet. We recommend PHDC revisit this specific exemption request and resubmit it separately once the applicable standards have been confirmed. Should you have any questions regarding this, please contact Permitting Manager, Christina Stacey via email at cstacey@portlandmaine.gov.

Exemption Requests Summary & Findings
Rehabilitation of 118 Townhomes

Exemption Request 1	<i>PHDC is seeking an exemption from Sec. 6-167 – standards for new buildings and renovation projects, which requires 25% improvement for Rehabilitation compared to ASHRAE 90.1.</i>
PHDC Justification	Thornton Tomasetti (Energy Modeler) developed an energy model for the rehabilitation buildings to compare overall energy use in their current state (baseline) versus post-rehabilitation (post-construction). The model shows an 18% improvement in energy efficiency relative to ASHRAE 90.1-2022. However, this falls 7% short of the 25% improvement required by Section 6-167. PHDC contends that, despite not meeting the 25% benchmark, the rehabilitation aligns with the intent and principles of the City’s Green Building Code. The applicant further states that expanding the scope of work to achieve the 25% improvement would create significant hardship and render the project financially infeasible, as all available funding sources have already been fully utilized. MaineHousing requires projects be underwritten to certain Debt Service Coverage Ratio (DSCR) and Loan to Value (LTV) metrics (Exhibit B). Materially increasing the Riverton Park scope of work and cost would cause its DSCR to fall below permissible levels, while also exceeding LTV minimums.
Planning Authority Findings	Relevant factors to consider in determining whether hardship or infeasibility exists shall be limited to: - 6-170 (a) “A conflict of green building requirements with other government requirements and building standards” In order for a partial exemption to be granted, the applicant must demonstrate all possible effort to maximize building performance according to the standards set forth in section 6-167 and shall indicate the maximum level of standards which are reasonably achievable for the building as follows: - 6-170 (b) “2. In the case of ASHRAE 90.1 or equivalent standard requirement, the applicant will document the percentage above the standard that is reasonably achievable with a statement of certification from a licensed engineer. <u>Summary of Findings:</u> The applicant has submitted an energy model prepared by Thornton Tomasetti (Exhibit A), demonstrating an 18% improvement over the baseline standard. Additionally, PHDC asserts that further expanding the scope of work would cause the project’s Debt Service Coverage Ratio to fall below permissible levels and exceed the Loan-to-Value (LTV) limits set by MaineHousing (Exhibit B). Based on the information provided the Planning Authority finds that the applicant has satisfactorily demonstrated compliance with the relevant requirements in accordance with Sec. 6-170(a) and 6-170(b) and grants an exemption from Section 6-167, which mandates a 25% improvement for rehabilitation projects compared to ASHRAE 90.1.

Exemption Request 2	PHDC is seeking an exemption from Sec. 6-175 Better Roof Requirements.
PHDC Justification	The applicant argues that none of the 21 existing buildings will experience an increase in roof area over 2,000 square feet during rehabilitation. Per “Sec. 6-170.d.4,” A renovation project may be granted an exception to the Better Roof Requirement unless the total roof area is increased by at least 2,000 square feet over the total roof area of the existing building.”
Planning Authority Findings	Relevant factors to consider in determining whether an exception may be granted: - 6-170(d)(4) “A renovation project may be granted an exception to the Better Roof Requirement unless the total roof area is increased by at least 2,000 square feet over the total roof area of the existing building.” <u>Summary of Findings:</u> Based on the applicant’s materials, none of the renovation projects will result in a total roof area increase greater than 2,000 square feet over the total existing roof area, therefore the Planning Authority finds that the applicant meets one of the specific reasons for an exception to the Better Roof Requirement.

Circle 1 Building New Construction of 64 Units	
Exception Request 1	Exemption from “Sec. 6-168 – Submissions” to achieve LEED Certification for Circle 1 Building and achieve <u>Passive House Certification instead</u>.
PHDC Justification	Circle 1 Building will achieve <u>Passive House Certification in lieu of LEED</u> .
Planning Authority Findings	Sec. 6-170(C): Any request for an exception to the LEED Certification requirement must be made at the time of application as specified in Sec. 6-168 and approved by the director of planning & urban development. If an applicant submits standardized third-party certification or documentation signed by a qualified professional, an exception to the LEED Certification requirement may be granted provided that such third-party certification or documentation demonstrates that it meets or exceeds at least one of the following: 1. LEED Platinum Certification by the USGBC; or 2. Passive House Certification or 3. EnerPHIT Certification by International Passive House Institute (PHI) or PHIUS+ Certification by the Passive House Institute US (PHIUS); or

	4. Living Building Challenge or Living Community Challenge, Petal Recognition or Net Zero Energy Certification from International Living Future Institute (IFLI); or 5. Well v2 or current most stringent standard by International WELL Being Institute; or 6. Green Globes Certification by Green Building Initiative; or 7. Other equivalent “green building” standards that include published verification and quality assurance procedures when approved on a case-by-case basis by planning director and sustainability director. Any applicant granted an exception to the LEED Certification requirement as provided above shall be required to comply with the ordinance in all other respects. A copy of any and all papers or documents submitted to the third-party certifying body (example: DOE, PHIUS, IFLI, or PHI) or qualified professional, including any amendment made thereto, and a statement of final certification signed by each applicable qualified professional, licensed engineer, or third-party certifying body shall be submitted to the city’s department of planning and urban development prior to the issuance of a certificate of occupancy. <u>Summary of Findings:</u> Based on the applicant’s exemption request, PHDC states that the Circle 1 building will achieve Passive House Certification in lieu of LEED. Accordingly, the Director of Planning & Urban Development grants an exemption from the LEED certification requirement, contingent upon the submission of third-party certification or documentation demonstrating compliance with or exceeding Passive House standards.
--	--

Sincerely,



Kevin Kraft, AICP
Director

1/30/2025

[Via Email]

Dear Tyler Plante:

On January 16, 2025, the Portland Housing Development Corporation (PHDC) submitted a revised request for exemptions from the City's Green Building Code requirements (Article VII), updating its original request from the December 5, 2024, letter for the Riverton Park Redevelopment & Rehabilitation project at 2 Riverton Drive. This revised request specifically sought an exemption from Sec. 6-167 Standards for New Building and Renovation Projects, which requires a 25% improvement for rehabilitation projects compared to ASHRAE 90.1-2019. Additionally, all new construction and renovation projects that are owned or occupied by the City of Portland, or funded in whole or in part by the City, and are 2,000 square feet or larger, must be certified at or above the most recently published and applicable LEED Silver Standards.

Under Section 6-170, Partial Exemption and Exceptions, the Director of Planning & Urban Development has the authority to grant partial exemptions and exceptions to the Green Building Code requirements. Below is a summary of our findings regarding the requested exemptions for the rehabilitation of the administrative building.

Following our analysis of PHDC's submissions on 1/16/2025 and 1/29/2025, we are granting a waiver of Sec. 6-167 and the LEED Silver Standards for buildings 2,000 square feet or greater, based on the information provided by the applicant and its listed consultants. In accordance with Section 6-170(b)(1), the applicant submitted a spreadsheet dated 1/29/2025, demonstrating the number of achievable credits, which were verified by a licensed or qualified professional.

Condition of Waiver:

As a condition of granting this waiver, the applicant must submit verification to the Planning Authority that the building's overall performance will exceed ASHRAE 90.1-2022 by a minimum of 10%, based on estimated performance improvement outline in Bennett Engineering's "Exhibit C – Admin Building Statement of Certification.

Sincerely,



Kevin Kraft, AICP
Director

BOARD OF DIRECTORS

Brian Frost, President
Kristin Blum, Vice-President
Christian MilNeil, Director
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Joan White, Director
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970 Baxter Boulevard
Portland, ME 04103
Office: 207-773-4753
Fax: 207-761-5886

Determination Request for a Partial Exemption From “Article VII. Green Building Code”

Riverton Park Redevelopment & Rehabilitation Project (2 Riverton Drive)

This letter requests partial exemption from the City’s Green Building Code / Green New Deal (GBC/GND) for the Riverton Park affordable housing project of 182 homes for low-income families. Without approval of these exemptions, the project cannot proceed. This letter contains 4 sections:

- I. Project Description
- II. Requested Exemptions from Green Building Code
- III. Justification for Exemption from Sec. 6-167 for Rehabilitation
- IV. Exhibits

I. Project Description

The **Riverton Park Redevelopment & Rehabilitation Project** is a bold opportunity to rehabilitate 118 existing units and create 64 new units of affordable family rental apartments that will be energy-efficient, resilient, accessible, along a Priority Corridor, and close to a bus route. Portland Housing will leverage public and private investment through the City of Portland, LIHTC, Section 8 Vouchers and MaineHousing to make substantial improvements at Riverton Park while keeping rents affordable.

Built in 1972, this isolated Public Housing community faces a long backlog of capital improvements due to chronic HUD underfunding, normal wear-and-tear from large families, and five-decades without a significant renovation. Envelope and mechanical systems have reached the end of their useful life and necessitate replacement. Unit finishes and fixtures are old, worn and cause high maintenance burden. Accessibility upgrades are needed to better accommodate those with disabilities. Frequent maintenance issues and leaky building exteriors contribute to high property operating expenses and utility costs. Though reasonably maintained by dedicated maintenance staff, only renovation will preserve these homes as healthy, safe, accessible, energy-efficient and affordable for the long-term. The project program includes 3 distinct building types:

Rehabilitation of Townhomes

Rehabilitation of 21 existing residential buildings with 118 two-story residential townhomes work will resolve all existing building issues noted above. The rehabilitation scope includes but not limited to: improve building envelope tightness with new windows, siding, roofs, exterior doors, and airsealing; install continuous exterior insulation and foundation insulation for more energy-efficiency; replace approximately half old boilers (the remaining are high-efficiency boilers, less than 10 years old, and performing well); install new ventilation system; create 6 new accessible units; renovate unit interiors with new finishes, flooring, fixtures, cabinets, and counters; painting; convert gas ranges to electric; install new energy-efficient and water-efficient fixtures; improve water drainage; upgrade handicap ramps to townhome units; and replace front stoops. **Rehabilitation requests a partial exemption from certain GBC/GND requirements, as described below.**

Circle 1 Building New Construction

Demolition of 4 existing buildings closest to Forest Avenue and redevelopment with a single, 4-story multifamily building with 64 units. Its ground-floor will house PHA Management offices and a new Greater Portland Health clinic. Rooftop solar panels will be installed. **Circle 1 Building aims to achieve Passive House certification and does not seek exemption from “Sec. 6-167” requirements. Circle 1 Building requests a partial exemption from Green Building Code related to Certificate of Occupancy requirements, as described below.**

Administration Building

This is a non-residential accessory structure. The existing Admin Building will see minor upgrades. PHA proposes to electrify heating and cooling equipment with heat pumps (replacing the gas-fired boiler), upgrade the Energy Recover Ventilation (ERV) system, and replace exterior doors and windows. PHA Maintenance will remain operating out of the front half of this building. In the rear, some finishes will be replaced. Walls and bathrooms will remain in their current configuration. The Community Room (~950 sq. ft.) will continue to host larger community events and activities. The total building square footage is, and will remain, 2,912 sq. ft. The City Assessor determined the value of the Admin Building to be ±\$341k. Proposed work to this building is estimated at \$700k-\$800k. Therefore, work will exceed building value and this structure is not exempted. Bennett Engineering is the Mechanical, Electrical and Plumbing (MEP) engineer of record for the Riverton Park project. This firm studied and determined that the Admin Building would see **overall energy performance improvement of no less than 10%-15%** compared to the most recent ASHRAE 90.1 standard because of the heat pumps and ERV. Attached as Exhibit C is a Statement of Certification for the Admin Building from Bennett Engineering in compliance with Section 6-170(b)(2):

*“2. In the case of ASHRAE 90.1 or equivalent standard requirement, the applicant will document the percentage above the standard that is reasonably achievable with a **statement of certification from a licensed engineer.**”*

The Admin Building requests a partial exemption from certain GBC/GND requirements. This structure is exempt from Better Roof Requirements since it is less than 5,000 sq. ft. Without an exemption for this accessory structure, the energy-efficiency upgrades proposed (electrify heating and cooling equipment with heat pumps, upgrade the ventilation system, and replace exterior doors and windows) would not occur. Riverton Park’s request for this waiver for the Admin Building renovation should be approved because foregoing renovation to this building would “defeat the purpose of the standards”, per Section 6-170(3): it would cause **increased energy usage** in the building, it would **decrease energy-efficiency**, it would **worsen indoor air quality** in the building, and it would create **more greenhouse gas (GHG) emissions** over the long-term. The renovation will decrease energy usage, increase energy efficiency, improve indoor air quality and reduce GHG emissions, thereby supporting the City’s goals.

II. Requested Exemptions

This letter requests 5 Green Building Code exemptions. A ‘Summary of Exemptions’ outlines the exemptions, followed by ‘Detailed Justification of Exemptions’ for each exemption.

Summary of Exemptions:

	Rehabilitation of 118 Townhomes	Circle 1 Building New Construction of 64 Units	Admin Building
Applicability of Green Building Code	Applicable	Applicable	Applicable
Exemption from Sec. 6-167 requiring % improvement compared to ASHRAE 90.1-2019.	Exemption Requested (#1 below)	n/a	Exemption Requested (#4 below)
Exemption from Sec. 175 requiring Better Roof Requirements	Exemption Requested (#2 below)	n/a	Exempt due to square footage.
Exemption from Sec. 6-168 to receive Passive House Certification in lieu of LEED Silver.	n/a	Exemption Requested (#3 below)	n/a

Detailed Justification of Exemptions:

REHABILITATION EXEMPTIONS

- Exemption from “Sec. 6-167 - Standards for new buildings and renovation projects” that requires 25% improvement for Rehabilitation compared to ASHRAE 90.1-2019.
 - Justification: Thornton Tomasetti (Energy Modeler) built an energy model of the Rehabilitation buildings to compare overall energy uses in the current buildings (baseline) and following a significant rehab (post-construction). See Exhibit A “Riverton Park Rehabilitation Portland Green New Deal Energy Analysis Report”, which complies with “Sec. 6-170.b.2.” **The model indicates energy efficiency improvements based on the rehab scope of work described above of 18% improvement compared to ASHRAE 90.1-2022, just short of the 25% required in “Sec. 6-167.”**
 - Although short of the 25% improvement standard, the rehabilitation aligns with the purpose and spirit of the City’s Green Building Code. The project cannot materially increase the rehabilitation scope without creating hardship and financial infeasibility. The project has maxed out all available funding sources. **As defined in “Sec. 6-170.a.1”, “hardship and financial infeasibility” exist due to governmental requirements.** MaineHousing requires projects be underwritten to certain Debt Service Coverage Ratio (DSCR) and Loan to Value (LTV) metrics. Materially increasing the Riverton Park scope of work and cost would cause its DSCR to fall below permissible levels, while also exceeding LTV minimums. **Without exemption from “Sec. 6-167” for the Rehabilitation, the whole project cannot proceed and Riverton Park would continue to operate at low energy efficiency and greater carbon footprint, counter to the purpose and spirit of the GBC/GND.**

- Additional justification and context as to why the Rehabilitation cannot achieve the 25% improvement target compared to ASHARE 90.1-2019 is below in Part III.
2. Exemption from “*Sec. 175 – Better Roof Requirements*” for Rehabilitation
 - Justification: None of the 21 existing buildings will experience an increase in roof area over 2,000 square feet during rehabilitation. Per “*Sec. 6-170.d.4*”, “*A renovation project may be granted an exception to the Better Roof Requirement unless the total roof area is increased by at least 2,000 square feet over the total roof area of the existing building.*”

CIRCLE 1 BUILDING EXEMPTION

3. Exemption from “*Sec. 6-168 – Submissions*” to achieve LEED Certification for Circle 1 Building and achieve **Passive House Certification instead.**
 - Justification: Circle 1 Building will achieve **Passive House Certification in lieu of LEED.**

ADMIN BUILDING EXEMPTION

4. Exemption from “*Sec. 6-167 - Standards for new buildings and renovation projects*” that requires 25% improvement for Rehabilitation compared to ASHRAE 90.1-2019.
 - Justification: Admin Building is an existing non-residential accessory structure that contains spaces for PHA Maintenance staff and a Community Room for residents. With a footprint of only 2,912 sq. ft., this 1-story building has a limited environmental impact. It is used only during normal business hours with very limited occupancy. Due to these periodic hours, its overall energy usage is low. The primary purpose of this building is to support the efficient operation and maintenance of this multifamily property and provide a gathering space for residents.
 - Requiring more extensive Admin Building renovation to meet 25% standard would be financially burdensome. **As defined in “*Sec. 6-170.a.1*”, “hardship and financial infeasibility” exist due to governmental requirements.** MaineHousing requires projects be underwritten to certain Debt Service Coverage Ratio (DSCR) and Loan to Value (LTV) metrics. Materially increasing the Riverton Park scope of work and cost would cause its DSCR to fall below permissible levels, while also exceeding LTV minimums. There is not enough funding from MaineHousing and City of Portland to support this.
 - **Without exemption from “*Sec. 6-167*” for the Admin Building Renovation, PHA would forgo all renovations to this structure. This structure would continue to operate at lower energy efficiency and greater carbon footprint, counter to the purpose and spirit of the GBC/GND. Riverton Park Residents would continue to have to use the old Community Center. The energy-efficiency upgrades that PHA proposes (electrify heating and cooling equipment with heat pumps, upgrade the ventilation system, and replace exterior doors and windows) would be nixed.**
 - Bennett Engineering is the Mechanical, Electrical and Plumbing (MEP) engineer of record for the Riverton Park project. This firm studied and determined that the Admin Building would see **overall energy performance improvement of no less than 10%-15%** compared to the most recent ASHRAE 90.1 standard because of the heat pumps and ERV. Attached as Exhibit C is a Statement of Certification for the Admin Building from Bennett Engineering in compliance with Section 6-170(b)(2):

"2. In the case of ASHRAE 90.1 or equivalent standard requirement, the applicant will document the percentage above the standard that is reasonably achievable with a statement of certification from a licensed engineer."

The Admin Building requests a partial exemption from certain GBC/GND requirements. This structure is exempt from Better Roof Requirements since it is less than 5,000 sq. ft. Without an exemption for this accessory structure, the energy-efficiency upgrades proposed (electrify heating and cooling equipment with heat pumps, upgrade the ventilation system, and replace exterior doors and windows) would not occur. Riverton Park's request for this waiver for the Admin Building renovation should be approved because foregoing renovation to this building would "defeat the purpose of the standards", per Section 6-170(3): it would cause increased energy usage in the building, it would decrease energy-efficiency, it would worsen indoor air quality in the building, and it would create more greenhouse gas (GHG) emissions over the long-term. The renovation will decrease energy usage, increase energy efficiency, improve indoor air quality and reduce GHG emissions, thereby supporting the City's goals.

III. Justification for Exemption from “Sec. 6-167” for Rehabilitation

The below section is additional justification for “Requested Exemption” #1 above.

Summary Of Improved Energy Performance

Following Rehabilitation, the Energy Model in Exhibit A estimates energy-efficiency improvement of 18% compared to ASHRAE 90.1-2022. Although short of the 25% improvement standard, the Rehabilitation aligns with the purpose and spirit of the City’s Green Building Code:

- Due to high need and limited financial resources, Rehabilitation costs are overwhelmingly dedicated towards improvements in **energy-efficiency, building envelopes** (windows, insulation, roof, etc.), **sustainability, accessibility and long-term deferred maintenance/capital needs**.
- **Significantly improves energy performance** of renovated building. Compared to existing buildings (not ASHRAE 90.1), **Riverton Park’s rehabilitated buildings will consume 35.9% less energy and emit 34.7% fewer GHG emissions**, according to the Thornton Tomasetti analysis.
- **Minimizes adverse environmental impacts** by renovating existing structure to serve for an additional 50+ years instead of demolition/rebuild. Materials selections for the renovation will prioritize longevity and ease of maintenance.
- **Provides healthy homes** by providing residents improved air ventilation up to current code standards, where there is currently none, and individualizing climate control in each unit to reduce heat waste throughout buildings.
- **Conserves natural resources** by using less energy and fossil fuels for building systems, increases the natural vegetation on-site, and preserving as much of the original building structures as possible, thereby reducing burden on landfills.
- **Provides more sustainable development** by adding efficient HVAC systems and creating airtight insulated exteriors that significantly reduce energy usage, heat loss to the outside, and emissions reductions; and reducing dependence on fossil fuels by electrifying ranges.

Poor Property Condition and Significant Rehab Scope

Riverton Park was built in 1972 and serves families. Below are the major issues that existing buildings face. The rehabilitation scope of work is extensive and we aim to resolve all these problems.

- **Building envelope systems are deficient.** Existing windows are over 20 years old and have infiltration issues. Walls assemblies have insufficient insulation and airsealing to keep outside air from coming in. Poor envelopes “thermally bridges” significant quantities of heat to the outside, causing high energy usage and operating expenses.
- **Radon mitigation systems** need to be installed to ensure air quality is maintained once envelope improvements are in place.
- **Water damage is extensive.** Sheathing rot is the result of water infiltration through the failing wood fiber and brick siding. Many roofs leak due to ice-damming at roof eaves. Due to long-term water intrusion, a few units have experienced collapsed bathroom floors and kitchen ceilings.
- **Half of the gas-fired heating boilers are over 30 years old and require replacement** as they are past their usefully lives, energy-inefficient, and very costly to maintain.
- **Units do not currently have adequate ventilation systems.** Range hoods are recirculatory and do not vent to the outside.
- **Interior unit finishes and fixtures have reached the end of their useful life and suffer from deferred maintenance.** Cabinets and countertops are nearly 50 years old and in poor condition. Fixtures need to be replaced with energy-efficient LED lighting and low-flow fixtures. Obsolete unit finishes and fixtures create maintenance burdens that increase operating costs.

- **Asbestos remediation is needed** to ensure for the long-term wellbeing of residents and maintenance staff.
- **More accessible units and site infrastructure are needed.** More RP households occasionally seek an accessible unit than there are ADA units available.

Hardship and Infeasibility is due to Government Requirements

- **There are no additional funding sources available to this affordable project.** The project has maxed out its MaineHousing permanent and construction loan financing and cannot add additional must-pay debt financing. There are no other feasible financing or equity sources. The project received City Council approval for HOME, Housing Trust Fund, and AHTIF in 2023.
- **The project cannot materially increase the rehabilitation scope without creating hardship and financial infeasibility.** If Riverton Park were required to materially increase scope, such as adding costly heat pumps or energy recovery ventilation to existing buildings, the whole Riverton Park project would become financially infeasible and therefore not be able to proceed.
- **HARDSHIP AND FINANCIAL INFEASIBILITY EXIST DUE TO GOVERNMENTAL REQUIREMENTS, as defined in “Sec. 6-170.a.1.”** MaineHousing requires specific Debt Service Coverage Ratio (DSCR) and Loan to Value (LTV) metrics (collectively, “Government Requirements”) for a project to be deemed feasible. **Materially increasing the rehabilitation scope of work would put both metrics out of compliance and disallow the whole project.** LTV and DSCR are stipulated in MaineHousing’s Rental Loan Program Guide (see Exhibit B).

Experienced Team and Scope Alternatives

- **Riverton Park has some of Maine’s best architects, contractors, and engineers working on it:** CWS Architects, Thornton Tomasetti (Energy Modeler), Bennet Engineering (M.E.P. Engineer), and Zachau Construction (Contractor). Our design and construction team have held over 25 meetings on energy-efficiency improvements at Riverton Park.
- We have thoroughly analyzed and modeled dozens of different scope alternates and completed no fewer than 14 cost estimates. To date, PHDC has spent at least \$75,000 on energy modeling and green building certification alone to analyze whether the above requirements can be met. **Our highly experienced team has not yet been able to identify a feasible scope of renovation work that could comply with the GBC/GND while complying with Governmental Requirements. There are no feasible alternative rehabilitation plans that materially improve energy-efficiency as much, or materially reduce carbon emissions as much, as proposed.**
- Our team analyzed if there is any unnecessary rehabilitation scope that could be reduced. No. There is no scope we can trim that would not run into conflicts with building code or other governmental requirements, such as minimum MaineHousing construction standards or HUD Housing Quality Standards (HQS). **Scope reductions would not materially improve the energy-efficiency or materially reduce the carbon emissions of buildings, conflict with building code or Governmental Requirements, and neglect upgrades that promote resident wellbeing and much-needed resident services at Riverton Park.**

Conclusion

- The rehabilitation of 21 Riverton Park townhome buildings under the Green Building Code requirements may not proceed as proposed without exemption from “Sec. 6-167.” **Without relief, the whole Riverton Park project will not be able to proceed and the property will continue to operate at low energy-efficiency, counter to the purpose and spirit of the GBC/GND.**

IV. Exhibits

- A. Riverton Park Rehabilitation Portland Green New Deal Energy Analysis Report, prepared by Thornton Tomasetti, dated 8/10/23
- B. MaineHousing, Rental Loan Program Guide 2017. Confirms DSCR and LTV governmental metrics.
- C. Admin Building “Statement of Certification” from Bennett Engineering.



Riverton Park Rehabilitation Portland Green New Deal Energy Analysis Report (Issued for 90% Pricing)

August 10, 2023

Thornton Tomasetti
14 York Street, Suite 201
Portland, ME 04101

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01 EXECUTIVE SUMMARY

The Riverton Park project in Portland, ME involves the rehabilitation of 21 existing buildings (Building 5 to Building 25) into public housing by the Portland Housing Authority. Each 2-story building contains six living units and is approximately 7,300 square feet. As required by the City of Portland Buildings and Building Regulations Code of Ordinances, Chapter 6 Article vii Green Building Code, Section 6-167, existing buildings require a 25% reduction in energy compared to ASHRAE Standard 90.1-2022. This energy analysis is based on the Issued for 90% Pricing drawings dated August 4, 2023.

The project currently demonstrates an 18% reduction in energy use compared to ASHRAE Standard 90.1-2022. This does not comply with the City of Portland's 25% reduction requirement because heating electrification is not included in the rehabilitation scope and there is a limit to the amount of energy saved with a fossil fuel based heating system.

02 ENERGY ANALYSIS RESULTS

Building 5 to Building 25 have virtually identical designs, except for the building orientation. An energy model of Building 6 was built and rotated in four different directions to capture the energy performance of all buildings. The results of all four rotations are virtually identical with a difference in energy use of less than 1%.

The results of the energy analysis are shown in Figure 1. Figure 1 provides the energy use intensity (EUI) per end-use of the ASHRAE Standard 90.1-2022 Baseline and the proposed design. The EUI is the annual energy use divided by the building area. It is a normalized metric of a building's energy efficiency so projects of different sizes can be compared against one another. The EUI is 113 kBtu/ft²/yr for the ASHRAE Baseline and 93 kBtu/ft²/yr for the proposed design, which is an 18% reduction in energy use.

The energy savings are mostly due to savings in heating and domestic hot water heating. The proposed design has more efficient condensing boilers and indirect-fired water heaters compared to the ASHRAE Baseline. In addition, the proposed design's building envelope has better thermal performance than ASHRAE requirements. Finally, the infiltration (or air leakage) of the proposed design is reduced by 14%. All of these factors contribute to lower heating energy use.

It is important to note that cooling has been incorporated in the proposed design model because ASHRAE Standard 90.1-2022 ECB stipulates that projects without cooling are

to be modeled with the same cooling type as the ASHRAE Baseline, which is packaged terminal air conditioner in this case. However, it is understood that the actual project does not include cooling.

The project's 18% reduction in energy use does not comply with the Green New Deal requirement of 25% for existing buildings. Although the proposed design has a more efficient heating and domestic hot water heating system than the ASHRAE Baseline, there is a limit on the achievable energy savings from a fossil fuel based heating system. Projects typically achieve the Green New Deal targets with the use of heat pumps, which has a coefficient of performance advantage over the ASHRAE Baseline boiler.

The results presented in this section are based on design information in the Issued for 90% Pricing package. If the design parameters and assumptions change, the results of this study may also change. They are not predictions of actual energy use of the proposed design after construction. Actual experience will differ from these calculations due to the variations such as occupancy, building operation and maintenance, weather, energy use not covered by ASHRAE 90.1-2022, changes in energy rates between design of the building and occupancy, and precision of the calculation tool.

For reference purposes, a 3D rendering of the building in the eQUEST 3.64 software is shown in Figure 2.

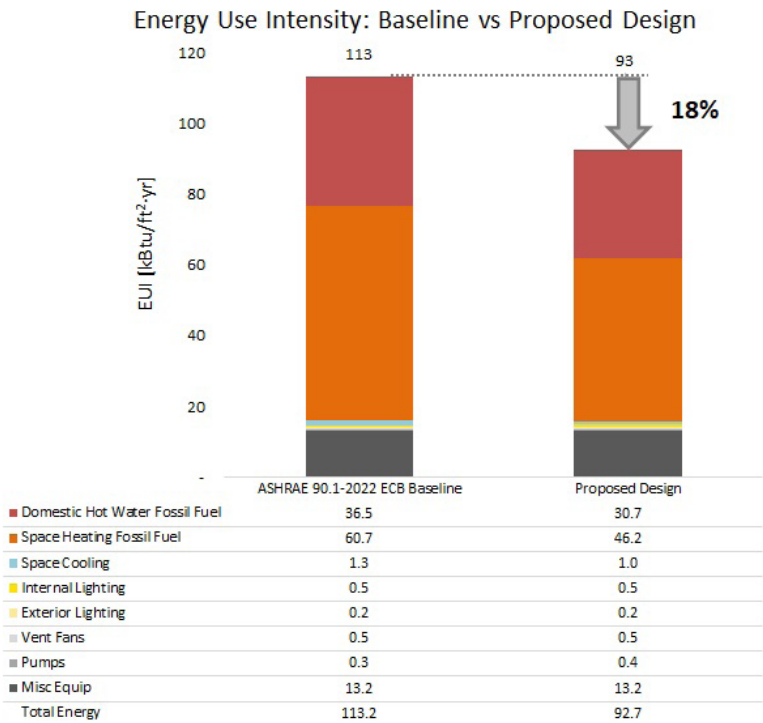


Figure 1. Annual Energy Use Intensity by End Use

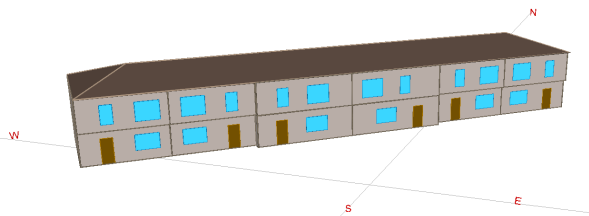


Figure 2. 3D Rendering of Building 6 Energy Model

03 CONCLUSION AND NEXT STEPS

As discussed in the previous section, the current design does not meet the Green New Deal requirement of 25% energy savings over ASHRAE Standard 90.1-2022 for existing buildings. The next step is for the Portland Housing Authority to submit a partial exemption letter to the City of Portland to grant an exemption to that requirement.

APPENDIX A: INPUT SUMMARY TABLE

	ASHRAE 90.1-2022 Section 12 Energy Cost Budget Baseline	Proposed Design Model
General		
Location	Portland, ME	
Simulation Weather File	TMY3 ME Portland Intl Jetport	
Climate Zone	ASHRAE Climate Zone 6A	
Modeling Software	eQUEST 3.64	
Building Area	Total area: 7,300 ft² (Building 6)	
Hours of Operation	Residential: 24/7	
Envelope Performance		
Overall Roof U-value (Btu/h·ft²·°F)	U-0.032 (R-31.2)	RC1: R32 cellulose + R11.6 batt existing + R6.4 new cellulose to achieve U-0.020 (R-49) (as per A0.10)
Overall Wall U-value (Btu/h·ft²·°F)	Wood-framed: U-0.051 (R-19.6) Section A10 Wood-framed thermal bridges: Roof Edge: 0.140 Btu/h·ft·°F Intermediate floor to wall intersection: 0.049 Btu/h·ft·°F Wall to vertical fenestration intersection: 0.150 Btu/h·ft·°F <i>Effective wall: U-0.079 (R-12.7)</i>	Wood-framed wall 1A: R15 batt + R-12.6 sheathing + R10.2 fiberglass batt supplementary to achieve U-0.032 (R-31) (as per A0.10) Section A10 Wood-framed thermal bridges: Roof Edge: 0.140 Btu/h·ft·°F Intermediate floor to wall intersection: 0.049 Btu/h·ft·°F Wall to vertical fenestration intersection: 0.150 Btu/h·ft·°F <i>Effective wall: U-0.060 (R-16.8)</i>
Percentage Glazing	17%	17%
Overall Glass U-value including frame (Btu/h·ft²·°F), and Solar Heat Gain Coefficient (SHGC)	Fixed: U-0.36, SHGC-0.38	Windows: U-0.28, SHGC-0.29 as per 08 53 13 Vinyl Single Hung Windows
Doors (Btu/h·ft²·°F),	U-0.37	U-0.37
Slab on grade F-Factor (Btu/h·ft²·°F)	F-0.51 (R-20 at 24 in. vertical)	F-0.73 (uninsulated)
Infiltration	0.35 cfm/ft² at 75 Pa (entire building thermal envelope)	0.20 cfm/ft² at 50 Pa (entire building thermal envelope) as per 01 45 23 Blower Door Testing
Internal Loads		
Occupancy	1 bedroom = 1 person Peak occupancy: 24	
Lighting Power Density (LPD) (W/ft²)	Residential suites = 0.18 W/ft² (based on lighting plans)	
Lighting Controls	N/A	
Exterior Lighting	138 W	

Plug Loads	In-unit plug load: 1.05 W/ft² Refrigerator: 529 kWh/yr Dishwasher: 206 kWh/yr Cooking range: 604 kWh/yr Clothes dryer: (418+139*Nbr) kWh/yr (as per Multifamily Energy Modeling Guidance)									
Domestic Hot Water Consumption	Per-person use = 25 gal/day Dishwasher = 1,290 gal/yr Clothes washer = 2,436 gal/yr (as per Multifamily Energy Modeling Guidance)									
Mechanical Systems										
Indoor Design Temperature for Conditioned Areas	Occupied: 72°F heating, 78°F cooling Setback: 70°F heating, 80°F cooling									
System Description and Efficiency	Packaged terminal air conditioner - Fan power same as proposed - Ventilation driven by bathroom exhaust fan (EF-1) at 160 cfm per unit (9 W) - Exhaust fans run continuously	Residential suites - Fintube heating, no cooling and therefore cooling shall be modeled the same as baseline as per Table 12.5.1 - Ventilation driven by bathroom exhaust fan (EF-1) at 160 cfm per unit (9 W) - Exhaust fans run continuously								
Minimum Ventilation Rates	Same as proposed	Bathroom exhaust fan (EF-1) at 80 cfm each								
Ventilation Control	N/A	N/A								
Airside Economizer	N/A	N/A								
Heat Recovery	None	None								
Central Plant										
Heating Type & Hot Water Loop	Natural gas boiler - Efficiency: 80% - Design supply: 180°F - Design loop ΔT: 50°F - Hot water supply temperature reset: 180°F at ≤20°F, 150°F at ≥50°F and ramped linearly	Gas fired boiler: - Efficiency: 95% Boiler pump (CP-B): - Head: 15 ft - Power: 1/6 HP Zone hot water pump (CP-U): - Head: 10 ft - Power: 1/8 HP								
Cooling Type & Chilled Water Loop	Packaged terminal air conditioner	No cooling and therefore cooling shall be modeled the same as baseline as per Table 12.5.1								
	<table><tr><td>< 7000 Btu/h</td><td>11.9 EER</td></tr><tr><td>7000-15,000 Btu/h</td><td>14.0 – (0.300 x Cap/1000) EER</td></tr><tr><td>>15,000 Btu/h</td><td>9.5 EER</td></tr></table>	< 7000 Btu/h	11.9 EER	7000-15,000 Btu/h	14.0 – (0.300 x Cap/1000) EER	>15,000 Btu/h	9.5 EER			
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7000-15,000 Btu/h	14.0 – (0.300 x Cap/1000) EER									
>15,000 Btu/h	9.5 EER									
Domestic Water Heater and Efficiency	Natural gas water heater: Efficiency: 80%	Indirect-fired water heater: Efficiency: 95%								

Heat Rejection & Condenser Water Loop	None	None
Renewable Energy	None	None
Utility Rates		
Electricity	U.S. Energy Information Administration (EIA) Maine Residential Electricity Rate (May 2023): Blended electricity charge: \$0.2926/kWh U.S. Energy Information Administration (EIA) Maine Natural Gas Rate (May 2023): Blended natural gas charge: \$13.65/Thousand Cubic Feet (or \$1.3176/therm)	



Rental Loan Program

The mission of MaineHousing is to assist Maine people to obtain and maintain decent, safe, affordable housing and services suitable to their unique housing needs.

In carrying out this mission, MaineHousing will provide leadership, maximize resources, and promote partnerships to develop and implement sound housing policy.

October, 2017

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Funding Availability: Bond financing is generally only available on the first (1st) and the fifteenth (15th) day of each calendar month (or the next business day immediately following the first or the 15th day of the calendar month, respectively, if the 1st or 15th day is a Saturday, Sunday or holiday recognized by MaineHousing). Only one requisition will be funded each month. The approved requisition and all supporting documentation required by MaineHousing must be submitted to MaineHousing no later than 5 business days before the funding date. If a requisition meeting is held on or before the 15th calendar day of the month, the requisition will be funded no earlier than the first (1st) day of the following month. If a requisition meeting is held after the 15th calendar day of the month, the requisition will be funded no earlier than the 15th day of the following month.

Equity Bridge Financing

All applicants are responsible for arranging for their own investors. However, MaineHousing may provide short term loans in cases where the timing of capital contributions by the investor requires bridge financing.

E. Underwriting Criteria:

MaineHousing generally uses the following underwriting criteria. Standards may vary to account for specific market conditions or the unique characteristics of a project.

Maximum Loan to Value (LTV)

MaineHousing loans should not be greater than 85% of the lesser of the appraised value or the total development cost.

The total (secured and unsecured) debt approved for any project, exclusive of subsidy, should not exceed 100% of the appraised value.

Mortgage Insurance

MaineHousing may require mortgage insurance or other credit enhancement when a loan exceeds 70% LTV. MaineHousing's judgment will be based in part on an assessment of the project and local market conditions.

Appraisal

Appraisals must conform to MaineHousing's appraisal guidelines and name MaineHousing as an intended user. Generally, once a project receives a notice to proceed, MaineHousing commissions an appraisal. The selected appraiser will provide an estimate of cost for the appraisal. This amount, which will vary based on the size and complexity of the proposal, will be collected from the developer as an appraisal fee deposit. The appraiser will not begin the appraisal process until MaineHousing has received the deposit from the developer. Upon completion of the appraisal report and the receipt of the final invoice, any balance due will be collected from the developer prior to the issuance of a term sheet. In the event that the appraisal fee deposit is greater than the final invoice, an immediate refund will be made to the developer.

MaineHousing will accept an appraisal commissioned by a construction lender if it names MaineHousing as an intended user and conforms to MaineHousing's appraisal guidelines.

Interest Rate

Unless otherwise stated in a specific offering, the interest rate will be set when the term sheet is issued.

Developments that are currently MaineHousing-financed will use the rate applicable to the project under MaineHousing's current loan modification programs.

Contact a Multifamily Loan Officer for current rates.

Loan Terms

30 years with full amortization

MaineHousing reserves the right to offer (i) a 40-year amortization with a balloon payment due at the end of year 30, (ii) interest only payments for 30 years, (iii) interest only payments for the first 15 years with a 30-year or 40-year amortization beginning in year 16 and a balloon payment due at the end of year 30, or (iv) other repayment terms as may be specified in a funding announcement.

Debt Service Coverage (DSC)

MaineHousing requires 1.10 DSC for projects with project-based rental assistance and 1.15 DSC for all other projects. MaineHousing may adjust this ratio to reflect the inherent characteristics of the project and the market involved. The DSC will include any subordinate amortizing debt.

Cash Flow

Cash flow should be at least \$500 per unit in the first year of stabilized operations and should not drop below \$200 per unit in any subsequent year based on MaineHousing expense trending.

Distribution

Distributions are subject to MaineHousing's determination that there is surplus cash, that any available surplus cash is not needed for immediate or future operating and capital needs of the project, that the Operating Deficit Escrow is fully funded and that the developer is in compliance with all loan documents. Distributions are made after the end of the fiscal year, beginning after the first full year of operation.

MaineHousing Loan Fees

All fees are mortgageable items and may be included in the development budget as project costs. Fees are non-refundable and include:

- Application fee of \$1,000 due with any application for financing
- Deposits for third party appraisal and environmental reports, if applicable, are due upon the applicant's acceptance of the Notice to Proceed
- Origination fee of \$2,000 due at loan closing



January 20, 2025

Subject: Riverton Park Administration Building
Statement of Certification

To Whom It May Concern,

The Administration Building at the Riverton Apartment project is an existing building currently served by 1990's era HVAC equipment using old refrigerants and efficiencies of that time period. The renovation scope for this building includes the complete removal of the existing HVAC equipment and installation of modern, highly efficient heat pump equipment. The new HVAC equipment specified as part of this project has an SEER2 of 23.0 and a COP of 2.3 at five degrees F. The overall performance of the specified equipment meets and/or exceeds the current ASHRAE 90.1-2022 standards and Bennett Engineering has estimated a performance improvement of 10% to 15% for the Administration Building.

James Kallian PE

James Kallian PE
Bennett Engineering Inc.
Freeport, Maine



LEED v4 for Operations & Maintenance: Existing Buildings
Project Checklist

Project Name: Riverton Park Admin Building
Date: 1/29/2025

Y	?	N			
15	0	0	Location and Transportation	15	
15			Credit: Alternative Transportation	15	
7	2	0	Sustainable Sites	10	
Y			Presreq: Site Management Policy	Required	
2			Credit: Site Development-Protect or Restore Habitat	2	
3			Credit: Rainwater Management	3	
1			Credit: Heat Island Reduction	2	
1			Credit: Light Pollution Reduction	1	
1			Credit: Site Management	1	
1			Credit: Site Improvement Plan	1	
2	3	0	Water Efficiency	12	
Y			Presreq: Indoor Water Use Reduction	Required	
Y			Presreq: Building-Level Water Metering	Required	
2			Credit: Outdoor Water Use Reduction	2	
2			Credit: Indoor Water Use Reduction	5	
			Credit: Cooling Tower Water Use	3	
1			Credit: Water Metering	2	
13	4	0	Energy and Atmosphere	38	
Y			Presreq: Energy Efficiency Best Management Practices	Required	
Y			Presreq: Minimum Energy Performance	Required	
Y			Presreq: Building-Level Energy Metering	Required	
Y			Presreq: Fundamental Refrigerant Management	Required	
2			Credit: Existing Building Commissioning—Analysis	2	
2			Credit: Existing Building Commissioning—Implementation	2	
3			Credit: Ongoing Commissioning	3	
4			Credit: Optimize Energy Performance	20	
			Credit: Advanced Energy Metering	2	
			Credit: Demand Response	3	
5			Credit: Renewable Energy and Carbon Offsets	5	
1			Credit: Enhanced Refrigerant Management	1	
1	1	0	Materials and Resources	8	
Y			Presreq: Ongoing Purchasing and Waste Policy	Required	
Y			Presreq: Facility Maintenance and Renovations Policy	Required	
1			Credit: Purchasing- Ongoing	1	
1			Credit: Purchasing- Lamps	1	
			Credit: Purchasing- Facility Maintenance and Renovation	2	
			Credit: Solid Waste Management- Ongoing	2	
			Credit: Solid Waste Management- Facility Maintenance and Renovation	2	
4	1	0	Indoor Environmental Quality	17	
Y			Presreq: Minimum Indoor Air Quality Performance	Required	
Y			Presreq: Environmental Tobacco Smoke Control	Required	
Y			Presreq: Green Cleaning Policy	Required	
			Credit: Indoor Air Quality Management Program	2	
			Credit: Enhanced Indoor Air Quality Strategies	2	
1			Credit: Thermal Comfort	1	
			Credit: Interior Lighting	2	
2			Credit: Daylight and Quality Views	4	
			Credit: Green Cleaning- Custodial Effectiveness Assessment	1	
			Credit: Green Cleaning- Products and Materials	1	
			Credit: Green Cleaning- Equipment	1	
2			Credit: Integrated Pest Management	2	
			Credit: Occupant Comfort Survey	1	
1	0	0	Innovation	6	
			Credit: Innovation	5	
1			Credit: LEED Accredited Professional	1	
0	0	0	Regional Priority	4	
			Credit: Regional Priority: Specific Credit	1	
			Credit: Regional Priority: Specific Credit	1	
			Credit: Regional Priority: Specific Credit	1	
			Credit: Regional Priority: Specific Credit	1	
43	11	0	TOTALS	Possible Points: 110	
Certified: 40-49 points, Silver: 50-59 points, Gold: 60-79 points, Platinum: 80+ points					

January 20, 2025

Subject: Riverton Park Administration Building
Statement of Certification

To Whom It May Concern,

The Administration Building at the Riverton Apartment project is an existing building currently served by 1990's era HVAC equipment using old refrigerants and efficiencies of that time period. The renovation scope for this building includes the complete removal of the existing HVAC equipment and installation of modern, highly efficient heat pump equipment. The new HVAC equipment specified as part of this project has an SEER2 of 23.0 and a COP of 2.3 at five degrees F. The overall performance of the specified equipment meets and/or exceeds the current ASHRAE 90.1-2022 standards and Bennett Engineering has estimated a performance improvement of 10% to 15% for the Administration Building.

James Kallian PE

James Kallian PE
Bennett Engineering Inc.
Freeport, Maine

City of Portland | Mayor & City Council

Mark Dion, Mayor

To: Portland City Council

From: Mayor Mark Dion

Date: June 23, 2025

Re: Appointing members to the Portland Social Housing Task Force



As you know, this Council approved [Resolve 7-24/25](#) at its March 17, 2025 meeting, which called for the establishment of a task force on social housing. This task force is expected to conduct a comprehensive study and develop a strategic framework of a government-led social housing program. This initiative reflects the City Council's commitment to ensuring all Portlanders have access to safe, stable, and permanently affordable housing.

The primary charge of the Task Force is to study and propose a framework for a municipal social housing program that prioritizes permanent affordability, environmental sustainability and inclusivity.

On March 27, 2025, the City issued a press release announcing that we were seeking volunteers to serve on this task force. Interested members of the public had until April 30 to apply. Per the Resolution, the task force was to consist of no fewer than nine members and no more than 13, and include a range of stakeholders, including:

- One representative from an affordable housing developer,
- One representative from a market developer,
- At least three Portland residents with relevant knowledge or skills (e.g. housing advocates, urban planners, financial and legal experts),
- One member of the City Council,
- One member of the Board of the Portland Housing Authority (PHA), and
- At least two members of the community from underserved populations with lived experience navigating the challenging housing environment in Portland.

I would like to extend my sincere thanks to City Councilors Pious Ali and April Fournier for their collaboration and assistance in interviewing individuals to serve on this task force.

I am proud to announce the appointment of the following individuals to the Portland Social Housing Task Force. These members were selected from a pool of 25 candidates, each bringing valuable experience and perspective to this important work.:

- City Councilor Kate Sykes
- City Councilor Sarah Michniewicz
- Paul Styslinger
- Bill Stauffer

- Jason Spector
- Cat Buxton
- Wendy Cherubini
- Ryan Cullen
- Matthew Peters
- Kristin Leffler
- Jon Fetherston
- Jonathan Culley
- Tim Wells

These appointees bring a diverse range of expertise and lived experience to this important work. I am confident that their contributions will greatly assist us as we explore the possibility of a social housing program in Portland.

MEMORANDUM
City Council Agenda Item

FROM: Jeremiah Bartlett
DATE: June 5, 2025
SUBJECT: Order 220-24/25 Traffic Schedule Amendment RE: Parking Reassignments on Pearl Street and Cotton Street - 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 5/19/2025

Final Action 6/2/2025

Can action be taken at a later date: Yes

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

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to amend the parking schedule on Pearl Street between Kennebec Street and Oxford Street as well as on Cotton Street North of Fore Street from no parking to two-hour parking spots.

II. AGENDA DESCRIPTION

The City Council is being asked to approve a reassignment of the no parking along the west side length of Pearl Street between Lancaster Street and Kennebec Street. The City's recommendation is to add 2-hour parking from 9AM to 5PM, with six spaces between Kennebec Street and Lancaster Street. After a meeting with Noyes & Sons, including the use of their largest interstate trailer with extended cab, it was determined that previously proposed spaces on Pearl Street between Lancaster Street and Oxford Street are infeasible with these movements. The City Council is also being asked to approve a reassignment of the no parking along the west side of Cotton Street. The City's recommendation is to add six spaces of Commercial Loading Zone 30 minutes from 9AM to 6PM adjacent to the businesses and six spaces of 2-hour parking from 9AM to 5PM for the rest.

This item must be read on two separate days. It received its first reading on May 19 and was postponed on June 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Pearl Street is typically 32 feet wide north of Oxford Street, which is sufficient for on-street parking on one side where there are not truck movements. Residents of nearby apartment buildings have requested on-street parking, to provide more parking options for residents and visitors alike.

Adding these parking options with limiting day parking will make sure residents and their visitors have better options. Cotton Street is a dead-end road with a turn around at the end. With commercial loading on the east side, there remains adequate space for traffic given the street's low volumes. Adding commercial loading spots near the businesses on the west side will help improve safety as less people will be crossing the road and get delivery trucks off of Fore Street. The additional stops will be a safer spot for customers too. These changes were unanimously approved by the Sustainability and Transportation Committee on April 9, 2025.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result of this request for Pearl Street north of Lancaster Street is to allow limited parking during working hours while giving some residents of the adjacent apartment buildings closer parking. The intended result of this request for Cotton Street is to allow safer walking conditions for the businesses as delivery trucks and customers will not have to cross Fore Street to visit.

V. FINANCIAL IMPACT

The financial impact of this parking change is minimal; we anticipate a cost of \$500 for Pearl Street and \$1,000 for Cotton Street, with two signs and four signs respectively, including installation costs and staff time. There is also positive financial impact from this change due to the addition of five time-restricted parking spaces in a heavily trafficked area for Cotton Street.

VI. STAFF ANALYSIS AND BACKGROUND

The Transportation Systems Engineer has suggested the parking schedule change for these spots, revised from those originally discussed with the previous Parking Division manager. Additional space options will be examined on Lancaster Street and provided as a future Council request.

VII. RECOMMENDATION

The Department of Public Works recommends approving the parking schedule change for these spots

VIII. LIST ATTACHMENTS

1. Order 220 - Traffic Schedule Amendment, Pearl & Cotton St
2. Pearl and Cotton St - Maps
3. Dion Amendment 1 to Order 220 (traffic)

Prepared by:

Jeremiah Bartlett

Date: 06/05/2025

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)

**TRAFFIC SCHEDULE AMENDMENT
RE: PARKING REASSIGNMENTS ON PEARL STREET AND COTTON STREET**

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

By Removing under Pearl Street, from a point approximately 11 feet south of Kennebec Street for a distance of 162 feet:

➤ **Schedule I - No Parking**

By Adding under Pearl Street, from a point approximately 11 feet south of Kennebec Street for a distance of 162 feet:

South Side – 6 spots:

➤ **Schedule XVIII - 2 Hour Parking**

By Removing under Pearl Street, from a point approximately 25 feet south of Lancaster Street for a distance of 290 feet:

➤ **Schedule I - No Parking**

By Adding under Pearl Street, from a point approximately 25 feet south of Lancaster Street for a distance of 290 feet:

South Side - Northmost 6 spots:

➤ **Schedule XVIII – 2 Hour Parking**

South Side – Middle 50 feet:

➤ **Schedule I – No Parking**

South Side – Southmost 5 spots:

➤ **Schedule XVIII – 2 Hour Parking**

By Removing under Cotton Street, from a point approximately 28 feet north of Fore Street for a distance of 281 feet:

➤ **Schedule I – No Parking**

By Adding under Cotton Street, from a point approximately 28 feet north of Fore Street for a distance of 281 feet:

South Side – Southmost 6 spots:

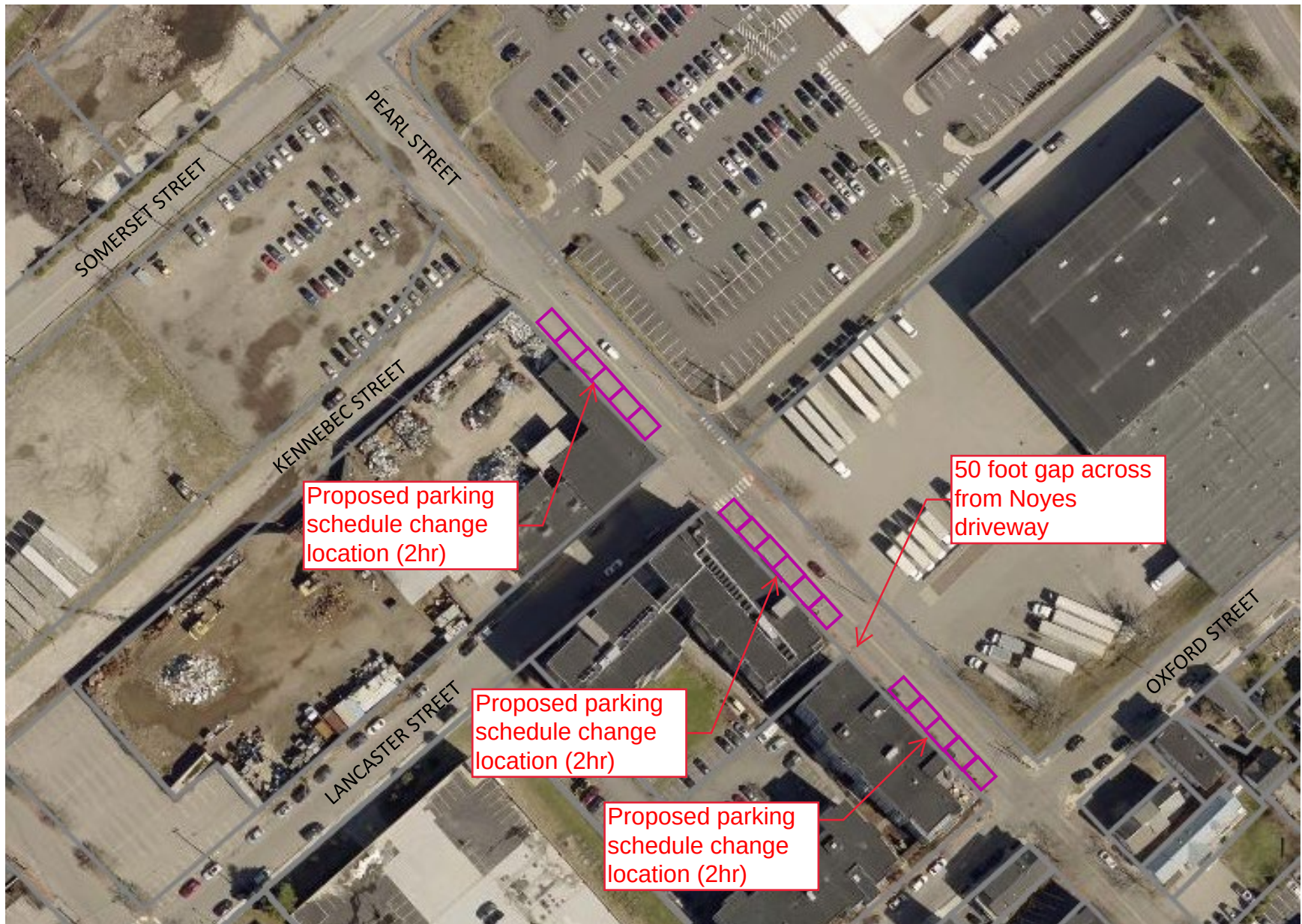
➤ **Schedule XI** – Commercial Loading Zone

South Side – Middle 43 feet:

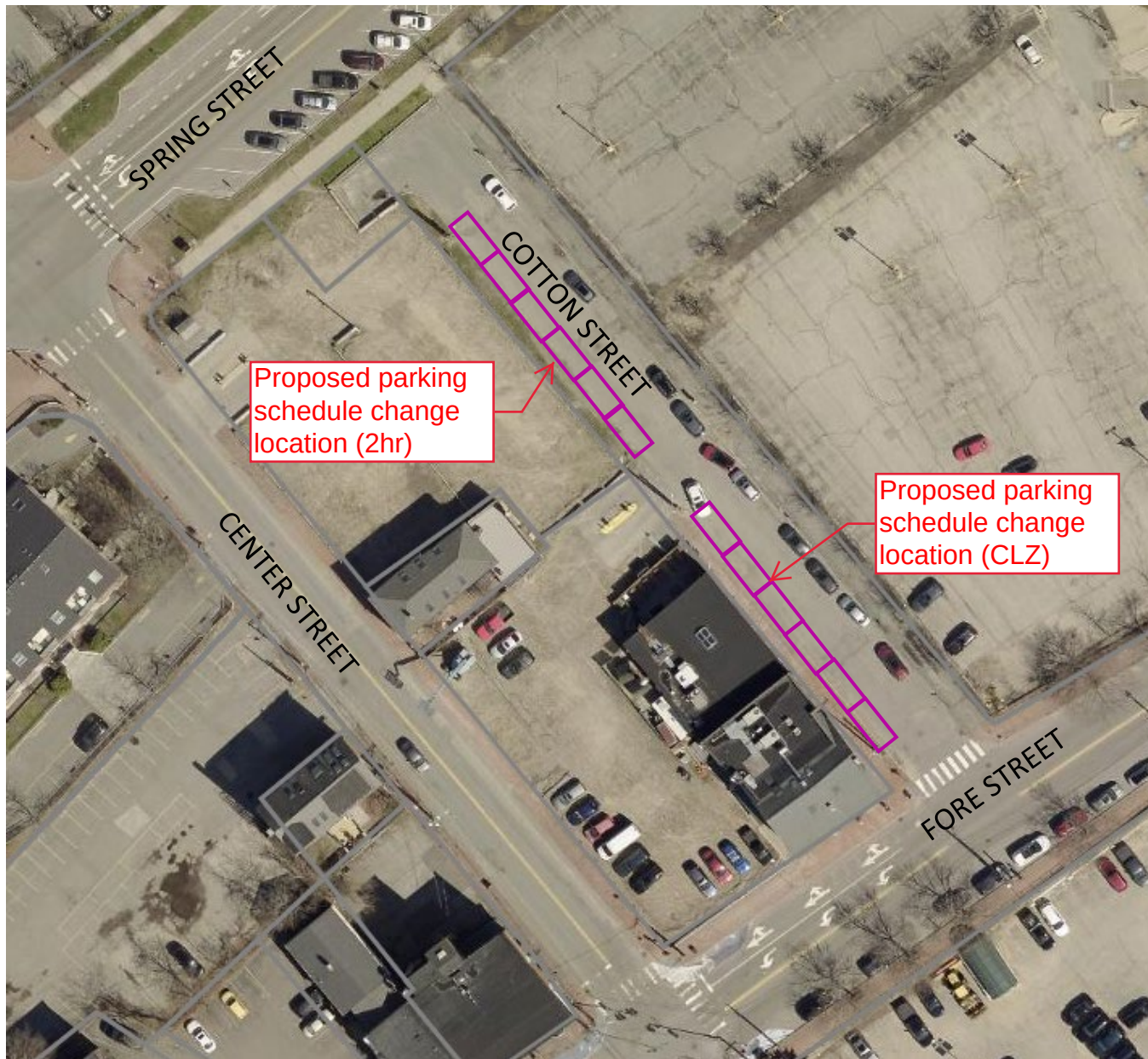
➤ **Schedule I** – No Parking

South Side – Northmost 6 spots:

➤ **Schedule XVIII** – 2 Hour Parking



Location Map: Pearl Street Parking Schedule Change



Location Map: Cotton Street Parking Schedule Change

**AMENDMENT TO ORDER 220-24/25
PREPARED BY CORPORATION COUNSEL
FOR MAYOR MARK DION
RE: TRAFFIC SCHEDULE; PEARL STREET**

By Adding under Pearl Street, from a point approximately 25 feet south of Lancaster Street for a distance of 290 feet:

South Side - Northmost ~~6 spots~~3 spots:

➤ **Schedule XVIII** – 2 Hour Parking

South Side – Middle ~~50 feet~~100 feet:

➤ **Schedule I** – No Parking

South Side – Southmost 5 spots:

➤ **Schedule XVIII** – 2 Hour Parking

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 5, 2025

SUBJECT: Order 229-24/25 Accepting and Appropriating a \$3,000 Donation from Zoll Medical Corporation to the Portland Fire Department for the National EMS Week Fund - 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 6/2/2025

Final

Action 6/23/2025

Can action be taken at a later date: No Action cannot be taken at a later date in order to ensure donated funds are appropriated in the current fiscal year.

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

PRESENTATION: Fire Department Chief Chad Johnston will be available for questions.

I. SUMMARY

II. AGENDA DESCRIPTION

This \$3,000 donation would provide retroactive funding to the Portland Fire Department. This funds would offset expenses incurred for purchasing food for paramedics in celebration of National EMS Week, which took place from May 18-24, 2025. This annual event honors and celebrates the daily contributions of our dedicated EMS professionals.

Staff recommend postponing this item indefinitely.

This item must be read on two separate days. It received its first reading on June 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

N/A

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Acceptance of this donation and its intended purpose expresses support and appreciation for the hard work of Portland's EMS professionals.

V. FINANCIAL IMPACT

Accepting and appropriating this donation offsets expenses incurred for purchasing food for paramedics in celebration of National EMS Week.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Approve Order -24/25 Accepting and Appropriating a \$3,000 Zoll Medical Corporation Donation for the Portland Fire Department.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating Zoll Donation for PFD

Prepared by:

Date: 06/05/2025

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 \$3,000 DONATION FROM ZOLL
MEDICAL CORPORATION TO THE PORTLAND FIRE DEPARTMENT FOR THE
NATIONAL EMS WEEK FUND**

ORDERED, that a \$3,000 donation from Zoll Medical Corporation is hereby accepted and that amount appropriated to the Portland Fire Department for the National EMS Appreciation Week Fund.

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:

DATE: June 5, 2025

SUBJECT: Order 230-24/25 Accepting and Appropriating a \$7,000 Donation from the Masonic Grand Lodge of Maine Portland Chapter for a Lucynt Machine at the Barron Center - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This \$7,000 donation would be used to fund the purchase a Lucynt Machine for use at the Barron Center, A Lucynt Machine is an interactive game system designed for people who have dementia and/or other age-related disabilities. Masonic Chapters all over Maine have been raising money to purchase Lucynt Machines for nursing facilities, and locally, Larry Nelson and his chapter have raised \$7000 for the purchase of such a machine to be installed at the Barron Center.

This item must be read on two separate days. It received its first reading on June 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The machine can be projected on a floor, wall or table, there are over 160 games and comes with a catalog that is always expanding. Lucynt employs the thoughtful use of technology based on scientific research to create games that are beneficial to the cognitively impaired as well as caregivers and family members. Lucynt worked hand in hand with Gerontologists and caregivers to create games that offer fun, physical activity, and mental stimulation in a play-based environment filled with social interaction. This human experience with gaming technology has been scientifically proven to be extremely effective, and aims to improve the quality of life for all those that venture to play.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Life Enrichment Department at the Barron Center consists of 6 employees, their experience with long term care is quite impressive, with degrees in Family Studies, Therapeutic Recreation, coursework in gerontology and certifications in dementia training, they are poised to offer state of the art programming that benefit our residents. The resident population at present consists of 108 residents with 66% of these having a diagnosis of

Alzheimer's Disease or other type of dementia. The Life Enrichment staff of the Barron Center will be trained to use this machine and program and will incorporate its use into our monthly calendar of activities. The residents of the Barron Center at present and in the future could benefit from this technology.

V. FINANCIAL IMPACT

N/A

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 Lucynt Machine
2. Dion Amendment 1 to Order 230 (lucynt installation)

Prepared by:

Date: 06/05/2025

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 \$7,000 DONATION FROM THE
MASONIC GRAND LODGE OF MAINE PORTLAND CHAPTER FOR A LUCYNT
MACHINE AT THE BARRON CENTER**

ORDERED, that a donation of \$7,000 from Masonic Grand Lodge of Maine Portland Chapter is hereby accepted and appropriated to the Baron Center to purchase a Lucynt Machine; 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.

**AMENDMENT TO ORDER 230-24/25
PREPARED BY CORPORATION COUNSEL
FOR MAYOR MARK DION
RE: LUCYNT MACHINE INSTALLATION**

**ORDER ACCEPTING AND APPROPRIATING AN ~~\$8,000~~\$7,000 DONATION
FROM THE MASONIC GRAND LODGE OF MAINE PORTLAND CHAPTER
FOR A LUCYNT MACHINE AT THE BARRON CENTER**

ORDERED, that a donation of ~~\$8,000~~\$7,000 from Masonic Grand Lodge of Maine
Portland Chapter is hereby accepted and appropriated to the Baron Center
to purchase and install a Lucynt Machine; and

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 11, 2025

SUBJECT: Order 236-24/25 Accepting and Appropriating a \$20,000 Homeland Security 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: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Portland Fire Department was awarded \$20,000 to support the Hazmat team's efforts to enhance preparedness and Hazmat response capabilities for Homeland Security Incidents in the state. This grant was awarded on September 25, 2024 but has not been brought to the Council for approval. The grant expires on 5/31/27.

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 20k Homeland Security Grant for PFD

2. Portland Award Agreement

Prepared by:

Date: 06/11/2025

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 ACCEPTING AND APPROPRIATING A \$20,000 HOMELAND SECURITY
GRANT FOR THE PORTLAND FIRE DEPARTMENT**

ORDERED, that a \$20,000 Homeland Security Grant is hereby accepted and that amount appropriated to the Portland Fire Department to support the Hazmat team; and

BE IT FURTHER ORDERED, that the City Council hereby approves the 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.



STATE OF MAINE
JANET T. MILLS
GOVERNOR
BRIGADIER GENERAL
DIANE L. DUNN
COMMISSIONER

STATE OF MAINE
DEPARTMENT OF DEFENSE, VETERANS AND
EMERGENCY MANAGEMENT
MAINE EMERGENCY MANAGEMENT AGENCY
72 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0072
PHONE: 207-624-4400/800-452-8735
FAX: 207-287-3178



PETER J. ROGERS
DIRECTOR

September 25, 2024

Portland Fire,

On behalf of the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), and the Maine Emergency Management Agency (MEMA), we are pleased to inform you that your application for financial assistance under the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) has been approved for funding in the amount of \$20,000.00.

This grant will specifically support your hazmat team's efforts to enhance preparedness and hazmat response capabilities for homeland security incidents in the State of Maine.

The funding is available for the performance period from September 1, 2024, to May 31, 2027, or until the allocated funds have been fully utilized for eligible expenses, whichever occurs first. This award does not require a matching contribution of non-Federal funds. Please note that no purchases may be made until the signed and fully completed Award Packet has been returned. Additionally, any projects requiring Environmental and Historical Preservation (EHP) reviews must receive approval from FEMA before purchases can commence.

To proceed with the FY2024 HSGP funding, we kindly request that you complete and sign the Award Packet and return it by October 11, 2024.

Congratulations on this funding award. We look forward to working with you to enhance Maine's preparedness and response capabilities.

Sincerely,


Peter J. Rogers (Sent: 9/23/2024 16:31 EDT)

Peter J. Rogers
Director
Maine Emergency Management Agency



MAINE EMERGENCY MANAGEMENT AGENCY HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT GRANT AWARD

Subrecipient Name: City of Portland

Subrecipient Point of Contact: Devin Mills

Subrecipient Point of Contact Email: dmills@portlandmaine.gov

MEMA HSGP Program Manager: Stephanie Buzzell

MEMA HSGP Program Manager Email: stephanie.buzzell@maine.gov

MEMA Grant Email: HSgrants.Maine@maine.gov

Federal Award Information

Subrecipient Award Information

Federal Awarding Agency:	FEMA	Award Amount:	\$20,000.00
Federal Grant Performance Year:	2024	Vendor Customer #:	VC1000073493
	09/01/2024-		
Federal Grant Award Period:	08/31/2027	Subrecipient Award Period:	09/01/2024-05/31/2027
Federal Grant Identification #:	EMW-2024-SS-05053	Award Liquidation Period End Date:	08/31/2027
CFDA #	97.008	Award Identification #:	20240923000000000810
		Unique Entity Identifier (UEI) #:	LZKCFAJXBAC8

This AWARD is entered into by and between the **STATE OF MAINE (AWARDING AGENCY)**, acting through and by its **MAINE EMERGENCY MANAGEMENT AGENCY** (hereinafter referred to as “MEMA”), an agency of state government with its principal place of business located at 45 Commerce Drive, Suite 2, Augusta, Maine 04333, with a mailing address of 72 State House Station, Augusta, Maine 04333-0072, and City of Portland, a non-federal agency (hereinafter referred to as “Subrecipient”), with its principal place of business and mailing address identified as 380 Congress Street, Portland, ME, 04101-3513.

The following documents are incorporated into the terms of your award:

- ☒ Appendix A – MEMA General Conditions & Subrecipient Risk Assessment Questions
- ☒ Appendix B – The Department of Homeland Security General Terms and Conditions FY24
- ☒ Appendix C – Subrecipient Transparency Act
- ☒ Appendix D – Subrecipient Federal Funding Accountability and Transparency Act (FFATA)
- ☒ Appendix F – FY24 HSGP Approved Project List

MEMA and the Sub-Recipient, in consideration of the mutual promises set forth in this contract, hereby agree as follows:

- 1) **Subrecipient Grant Award:** Upon both parties’ signature, this Award shall become effective as of 09/01/2024, which shall constitute the earliest date work may commence. Work cannot continue after 05/31/2027, listed above as the end of the Subrecipient Award Period without a written a modification approved by both parties.
- 2) **Reimbursement:** MEMA will reimburse up to 100% of the allowable and approved direct expenses within the request for reimbursement, not to exceed the Subrecipient’s award amount for projects preapproved by FEMA. Quarterly requests for reimbursement must be submitted within 30 (thirty) calendar days of the end of the Federal Fiscal quarter. Monthly requests for reimbursement must be submitted within 30 (thirty) calendar days of the following month to be in compliance with federal quarterly reporting.
- 3) **Terms and Conditions:** The Subrecipient agrees to be bound by the Terms and Conditions set forth in this Award and attached Appendices. MEMA, as the pass-through entity, may terminate this Award per the terms of the Federal

Award, and the Federal Requirements per 2 CFR §200.340 (Termination), including any related modifications, which are hereby incorporated by reference.

The Subrecipient agrees when issuing subcontracts, all lower tier subcontracts and agreements, they must contain or reference all applicable provisions of this Award.

4) **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this AWARD, the Subrecipient certifies to the best of its knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Award:

- a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from bidding or working on AWARDS issued by any governmental agency.
 - i) The Sub-recipient further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
- b) Have not within the preceding three (3) years of this Award 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 Award had one or more federal, state, or local government transactions terminated for cause or default.
- c) Have not entered into a prior understanding, agreement, or connection with any corporation, firm, person, or other entity 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.

5) **Environmental and Historic Preservation (EHP):** If FEMA Environmental and Historic Preservation (EHP) approval is required, per the MEMA Terms & Conditions, any costs incurred prior to receiving such approval will not be reimbursed.

IN WITNESS, WHEREOF, the individual signing below is legally authorized to sign this Grant Award on behalf of the Subrecipient and to legally bind the Subrecipient to the terms of this Grant Award.

By submitting this form, I certify that the typed name, electronic signature, or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

MAINE EMERGENCY MANAGEMENT AGENCY

Christopher Goodall
Christopher Goodall (Oct 9, 2024 12:04 EDT)

Chris Goodall

Joe Legee, Deputy Director

10/09/2024

Date

Date



APPENDIX A

MAINE EMERGENCY MANAGEMENT AGENCY (MEMA)

GENERAL TERMS AND CONDITIONS

This document provides a high-level overview of the Federal requirements and MEMA's processes for complying with those requirements. Subrecipients are advised to consult the original Federal documents for guidance.

General Compliance Authority:

All work, to the extent applicable, shall conform to the appropriate, related, current editions of the following publications, including but not limited to:

- Federal laws and Executive orders
- Federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Department of Homeland Security (DHS) General Terms and Conditions
- Notices of Funding Opportunities
- Annual MEMA grant application
- National Incident Management System (NIMS) and the Incident Command System (ICS)

Subrecipient Responsibilities:

The Subrecipient responsibilities noted below are not an exhaustive list of all requirements. Subrecipients are directed to refer to source publications for detailed information.

1. Conflict of Interest

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of 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 other interest in or a tangible personal benefit from a firm considered for a contract.

2. Procurement

Subrecipients must use their own documented procurement procedures that reflect applicable State, local, and tribal laws, and regulations. These procurement procedures must conform to the requirements of 2 CFR § 200.318- 200.327.

3. Property Control

The Subrecipient must follow the property and equipment management requirements in 2 CFR Part 200.310 -.313 and must:

- a. Maintain insurance coverage of at least the same as that the coverage maintained on the Subrecipient's own property and equipment,
- b. Keep property and equipment in good repair,
- c. Include property and equipment in the Subrecipient's inventory system. Inventory results must be reported to MEMA within 45 days of the Subrecipient grant award expiration. Subrecipients may be required to complete a Tangible Personal Property Report (SF-428) upon request,
- d. Report theft, destruction, or loss of property and equipment to MEMA and
- e. Inform MEMA (in writing) when the property and equipment is no longer needed for its original purpose.

MEMA maintains the right to inspect property equipment and to request its return at any time.

4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due.

- a. **Homeland Security Grant Program (HSGP) & Nonprofit Security Grant Program (NSGP):**
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- b. **Emergency Management Performance Grant (EMPG):**
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
 - ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

Refer to the T&E Policy for National Qualifications System (NQS) for program specific requirements.

- iii. The annual NIMS survey must be submitted to MEMA as part of the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. The NIMS Implementation Survey must be submitted to MEMA's NIMS Program Manager by November 30 of each calendar year.

c. **Hazard Mitigation Assistance Grant (HMA):**

- i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. **Written Approval of Changes:**

All requests for an extension of the Period of Performance, additional funds, services, changes in scope of work, or other prior approval items as listed in 2 CFR Part 200.407, must be submitted in writing to the applicable MEMA Grants Program Manager.

MEMA's Grant Award Modification form must be utilized, and it must include a justification of the request. Upon approval of the request, signed by both parties (Subrecipient and MEMA), the Subrecipient is authorized to begin work as of MEMA's signature date. The Subrecipient shall not proceed with the work until a written modification has been executed by MEMA and approved by both parties.

6. **MEMA is Held Harmless:**

The Subrecipient agrees not to bring any claims for damages sought by any party that the Subrecipient contracts with against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from all claims or liabilities arising from work performed by a Subrecipient. Contracting with other parties does not alter the Subrecipient's obligations under the grant award with MEMA.

7. **Subrecipient Must Maintain Effective Internal Controls:**

The Subrecipient's system of internal controls must provide reasonable assurance of compliance with laws, regulations, and the terms and conditions of this agreement. The system will allow the Subrecipient will take prompt action when instances of noncompliance are identified in audit findings or through other means.

The Subrecipient's accounting records must:

- Identify the receipt and expenditure of funds under each grant,
- Be supported by source documents,
- Support the production of accurate and timely financial reports, and
- Be integrated into a system of internal control.

8. **Determining the Allowability of Costs**

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 2 CFR Part 200, Grant Notice of Funding Opportunity, and other authoritative sources.

a. **Budgeting:**

- i. Funds awarded are to be expended only for purposes budgeted items and activities identified in the Subrecipients approved grant application. Items must be in the Subrecipient's approved grant budget to be eligible for reimbursement.

b. Direct Expenses

- i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses. Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A § 1541, or existing written county or local policy. Per diem rates shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

c. Meals

- i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.

d. Lodging

- i. MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.

e. Travel

- i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. Other Restrictions on Purchases

a. Listed Equipment

If required in the FEMA program guidance, all equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407, "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the MEMA Grants Program Manager for further details.

b. Domestic Preferences for Procurements (2 CFR § 200.322):

As appropriate and to the extent consistent with law, the Subrecipient 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

- c. **Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52)**
On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over \$250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements.
In Interim Policy #207-22-0001, FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.
- d. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):**
Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.
- e. **CONOPS**
All requests for approval to purchase communication equipment and mass subscription-based services for alerts and warnings must be approved by the SWICs Office.
- Requests to purchase communication equipment must include supporting documentation, including but not limited to, equipment specification sheets, programming sheets, and an updated County All Hazards Communication Plan. The SWIC reserves the right to request a demonstration of equipment purchased to ensure proficient operation and usage.
- Projects will conform to SafeCom Guidance and must also incorporate reference to Maine's SCIP and CONOPS Plans.
- All public safety radios must be programmed with CONOPS. These channels must be grouped to make interoperability quickly accessed and user friendly. It is recommended to utilize a separate bank of CONOPS 1-7. These channels should be named as CONOPS, instead of generic names i.e. SWCC, State Fire, SPCC etc.
- CONOPS 8 should be labeled with the tower name. If local teams are responding outside their local area, most of the RegionNet channels should be programmed.
- It is highly encouraged that the requesting agency provide guidance on sustaining radio replacement through budgeting.

10. Remedies for Noncompliance.

Per 2 CFR 200.339, this Grant Award may be withheld, suspended, terminated, or fund payments discontinued by MEMA where MEMA determines a Subrecipient has failed to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by MEMA. In the event the Subrecipient fails to perform the services described herein and has previously received financial assistance from MEMA, the Subrecipient shall reimburse MEMA the full amount of the payments made. However, if the services

described herein are partially performed, and the Subrecipient has previously received financial assistance, the Subrecipient shall proportionally reimburse MEMA for payments made. MEMA may make specific requests in connection with its Subrecipient monitoring responsibilities. Failure to provide requested information on a timely basis may result in suspension of payments.

a. **Amounts due MEMA**

The Subrecipient shall remit all amounts due to MEMA within the earlier of 30 days of notice by MEMA or when the Subrecipient is first aware of amounts owed to MEMA.

11. Submission of Invoices

Invoices must be generated using MEMA's Reimbursement Request Form (RRF). The Subrecipient must submit invoices by email to the applicable program mailbox:

EMPG: empggrants.maine@maine.gov

HS GP: hsgrants.maine@maine.gov

NSGP: hsgrants.maine@maine.gov

OPSG: osg.maine@maine.gov

SERC: maine.serc@maine.gov

HMA: hmagrants@maine.gov

Invoices must be accompanied by supporting documentation, including but not limited to receipts, timesheets, travel documents, approved EHP (if necessary), and proof of payment.

No payments due to the Subrecipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the Subrecipient, regardless of any statement on the billing invoice.

12. After the Period of Performance

All funds must be obligated by the end of the performance period. Final reimbursement requests, close-out package and equipment reports must be received by MEMA within forty-five (45) days of this Grant Award's end date. Failure to de-obligate remaining funds in a timely manner may result in an automatic de-obligation of remaining funds by MEMA.

a. **Audit Requirements**

A non-Federal entity that expends a combined total of \$750,000 or more during its fiscal year in Federal awards must have a Federal compliance audit (Single Audit) as required by 2 CFR Part 200 Subpart F.

b. **Retention of Records**

Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 CFR § 200.334.



MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) SUBRECIPIENT RISK ASSESSMENT QUESTIONS

Subrecipient Name: City of Portland
Physical Address: 380 Congress Street, Portland ME 04101-3513
Contact Name: Keith Gautreau
Contact Email Address: kng@portlandmaine.gov

Please choose Yes or No to the following questions:

In the previous two fiscal years, did your organization operate any MEMA agreements or other Federally funded agreements? ☒ Yes ☐ No

In the previous fiscal year, have there been any changes in key administrative, programmatic, or fiscal personnel? ☒ Yes ☐ No

If yes, insert brief narrative of changes in key administrative, programmatic, or fiscal personnel:

Principal Finance Officer change from Benjamin Bettez to Devin Mills

If your organization is subject to a Single Audit or Federal monitoring, were there any findings in the previous fiscal year? ☒ Yes ☐ No

If yes, insert brief narrative of findings and any corrective actions.

Please see attached document - will also send in independent email

Does your accounting system identify funds separately for each grant/contract agreement that you operate? ☒ Yes ☐ No

By submitting this form, I certify that the typed name, electronic signature, or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

Signature: Christopher Goodall
Christopher Goodall (Oct 9, 2024 12:04 EDT)

Date: 10/09/2024

Printed Name: Chris Goodall

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act,

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section

FY 2024 DHS STANDARD TERMS AND CONDITIONS

6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.



Appendix C
Subrecipient Transparency Act
Grant Reporting Information for Federal Awards
Greater than \$25,000

Doing Business as Name (if applicable):

Subrecipient Address:

380 Congress Street, Portland ME 04101-3513

Subrecipient Place of Performance:

380 Congress Street, Portland ME 04101-3513

Congressional District: 1

Unique Entity Identifier (UEI) #: LZKCFAJXBAC8

By signing below, I certify the EUI number associated address and Congressional District are correct. If the information is not current, please return the form with current information and signature; and

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

Signature: *Christopher Goodall*
Christopher Goodall (Oct 9, 2024 12:04 EDT)

Date: 10/09/2024

Chris Goodall
Printed Name & Title



APPENDIX D
SUBRECIPIENT FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY (FFATA)
GRANT REPORTING QUESTIONNAIRE FOR FEDERAL FUNDS
GRANT THAN \$30,000.00

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive 1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; **AND** 2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

(If answer is **Yes**, go to Q2. If answer is No, sign, date, and return questionnaire with the contract)

* ☐ Yes ☒ No

Q2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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? (If answer is No, please provide name and amount of compensation for top 5 executives below).

- If answer is **YES**, sign date, and return questionnaire with the contract.
- If answer is **NO**, please enter N/A in the Executive Name fields below.

* ☒ Yes ☐ No

Executive 1 Name		Compensation	
Executive 2 Name		Compensation	
Executive 3 Name		Compensation	
Executive 4 Name		Compensation	
Executive 5 Name		Compensation	

Signature: Christopher Goodall
Christopher Goodall (Oct 9, 2024 12:04 EDT)

Date: 10/09/2024

Chris Goodall
Printed Name & Title

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

Total Award		\$20,000.00				
HSGP	LETPP	Planning	Operations	Equipment	Training	Exercise
\$20,000.00	\$0.00	\$0.00	\$15,000.00	\$5,000.00	\$0.00	\$0.00
\$20,000.00		\$20,000.00				
Balanced		Balanced				

Balanced\$20,000.00

Project ID#		National Priority	State Priority		
PorMonitoring Equipment		Combating domestic violent extremism		Original Project Budget	\$5,000.00

0

	HSGP	LETPP	Planning	Organization	Equipment	Training	Exercise	Total Project
Original Project	\$5,000.00				\$5,000.00			\$5,000.00
Modifications								
Balance after MMFs	\$5,000.00				\$5,000.00			\$5,000.00
Payments								
Project Balance	\$5,000.00				\$5,000.00			

Notes: 0

Project ID#		National Priority	State Priority		
PorWages		Combating domestic violent extremism		Original Project Budget	\$15,000.00

0

	HSGP	LETPP	Planning	Organization	Equipment	Training	Exercise	Total Project
Original Project	\$15,000.00			\$15,000.00				\$15,000.00
Modifications								
Balance after MMFs	\$15,000.00			\$15,000.00				\$15,000.00
Payments								
Project Balance	\$15,000.00			\$15,000.00				

Notes: 0

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 15, 2025

SUBJECT: Order 237-24/25 Designating Front Street Phase 3/35 and 41 W. Presumpscot Street an Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Housing and Economic Development Committee met on May 20, 2025 and voted 4-0 to recommend City Council approval of this item.

(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 6/2/2025

Final

Action 6/23/2025

Can action be taken at a later date: No There is a 10 public notice requirement prior to the City Council taking action on this item. The notice is published in the Portland Press Herald 10 days prior to the 2nd read.

Does this item involve a new contract with the City: This item will require the submission of an Affordable Housing Tax Increment Financing Application with Maine Housing, which includes a Development Program, Credit Enhancement Agreement and Declaration of Covenants and Restrictions. All documents will be reviewed and approved by Corporation Counsel prior to execution by the City Manager and developer.

PRESENTATION: Mary Davis is available to answer any questions.

I. SUMMARY

Affordable Housing and Tax Increment Financing Development Program and Credit Enhancement Agreement for Front Street Phase 3 located at 35-41 W. Presumpscot Street.

II. AGENDA DESCRIPTION

The Housing & Economic Development Committee met on May 20, 2025 and voted 4-0 to recommend this item to the City Council.

Portland Housing Development Corporation (PHDC) requested the creation of an Affordable Housing Tax Increment Financing (AHTIF) District and Credit Enhancement Agreement (CEA) for a project located at 35-41 W. Presumpscot Street. The proposed project would create eight (8) townhouse-style condominiums. Six (6) of the units will be restricted and sold to households earning at or below 120% of the area median income (2-person household \$109,050; 4-person household \$155,750). Two (2) units will be sold as unrestricted market-rate units. The purchase price for an affordable workforce housing 2-bedroom unit will be \$298,500 and a 3-bedroom unit will be \$358,000.

As part of the capital stack for the development of the project, PHDC has applied for a loan from the Genesis Community Loan Fund. Genesis will provide gap financing in the amount of \$370,000 to pay for construction costs. The tax revenue or captured valuation realized through the AHTIF CEA, will be used to pay the debt service on the Genesis loan. Under the terms of the CEA, captured revenue would return to the developer their

actual costs paid on annual project debt service based on an annual maximum 75% capture rate for upwards of thirty (30) years and include a total captured revenue cumulative “cap” or maximum amount. The cap would be the total cumulative AHTIF CEA payment amount equal to the total actual debt service cost. When the cap is reached, the AHTIF CEA expires.

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

III. BACKGROUND

The redevelopment of Front Street was approved by the City's Planning Board in 2019. Therefore, this project is not subject to the changes made to the Inclusionary Zoning (IZ) Ordinance and Green Building Ordinance after that date. The Front Street Redevelopment project exceeded any IZ requirements with the completion of Phase 1 and 2. The building design will meet the requirements of the Green Building Ordinance in place at the time of Planning Board approval. The project will be designed and constructed to an extremely high energy efficiency standard; the building will be 100% electric and will provide Energy Star appliances, heat pump heating and cooling, and mechanical ventilation to provide fresh air and continuous air circulation indoors.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents. Council Goal 2: Housing Affordability

V. FINANCIAL IMPACT

When completed, the project’s total assessed value is estimated at \$3,586,320, which would yield \$53,830.66 in property tax at the current FY25 millage rate. Captured revenue to be returned to the developer will be capped at the total amount of debt service due on a loan from the Genesis Community Loan Fund. Repayment of the loan is expected in approximately 15 years. If the district was in place for the full 30-years, estimated total amount of captured revenue to be returned the developer is slightly over \$1. 6 million or \$53,540 per year averaged over the 30-year term. The estimated total amount of non-captured revenue deposited into the general fund is \$535,402 (\$17,847 annual average) if the district was in place for the full 30-year term. Tax sheltering benefits of the Districts would create savings for the City during the term of the district of an estimated \$21,373 per year or \$641,195+ over the life of the district, if it is in place for the full 30 years.

If the project is not completed, the tax revenue on this property would remain at the existing amount of \$69,300, which would be deposited into the general fund. No revenue would be returned to the developer.

VI. STAFF ANALYSIS AND BACKGROUND

Staff supports the underwriting recommendation for approval of a 75% TIF with a maximum term of 30 years.

VII. RECOMMENDATION

As required by the City’s Tax Increment Financing Policy, an underwriting analysis was completed with a recommendation for a 75% AHTIF with a maximum potential 30-year term, with the actual term of the TIF will be the date of complete repayment of the Genesis bridge loan (expected in approximately 15 years). This recommendation is conditioned upon satisfactory review of the following:

- A satisfactory appraisal supporting the per-unit land price and the sales price;
- Financing commitments for all sources prior to closing on terms and conditions acceptable to the City of Portland.

TIF documents will require all standard construction conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

City staff support this recommendation.

VIII. LIST ATTACHMENTS

1. Order - Designating and Adopting the Municipal Development Program for Front Street Phase 3 - 35-41 W Presumpscot Street
2. 03 Council Packet Attachments 06.02.2025
3. 04.2 Att 3.2 Dec of Cov DRAFT FS Ph 3 clean for council 061825
4. 03 Att 7 Dev Prog Draft FS Ph 3 clean for council 061825

Prepared by:

Mary Davis, Division Director

Date: 05/15/2025

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 DESIGNATING FRONT STREET PHASE 3 / 35 AND 41 W. PRESUMPSCOT
STREET
AN AFFORDABLE HOUSING DEVELOPMENT DISTRICT
AND TAX INCREMENT FINANCING DISTRICT
AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM FOR THE
DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specific areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Front Street Condominium, LLC intends to construct certain improvements within the Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing (“TIF”) District, including 8 townhouse-style condominium units; and

WHEREAS, the District will remain in place for a period of 30 years from the tax year in which the Certificate of Approval is signed by Maine State Housing Authority; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, 75% of the tax revenues generated in the District will be returned to the developer; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District will help improve and broaden the tax base in the City of Portland; and improve the economy of the

City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5226, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District, and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and

the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at her discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

B. Project Information

Completed by statarczuk@porthouse.org on 1/24/2025 11:34 AM

Case Id: 30597

Name: Portland Housing Development Corporation -

Address: 33 W Presumpscot Street, Portland, ME 04103

B. Project Information

Please provide the following information.

B.1. Property Address

33 W Presumpscot Street Portland, ME 04103

B.2. Project Name

Front Street Phase 3

B.3. Tax chart, block, and lot number

Tax Chart 167, Block E, Lot 9 & 10

B.4. Zoning Designation

RN3

B.5. Is the requested funding type HOME/HTF?

No

B.6. Requested amount of Affordable Housing Development Funding

\$0.00

B.7. Is the requested funding type AHTIF?

Yes

AHTIF Terms:

This application requests the creation of an AHTIF District and a Credit Enhancement Agreement to convey 75% of the incremental taxable revenue for the entire property to support construction costs for this homeownership development. The term requested is 30 years.

B.8. Total number of housing units to be constructed:

8

B.9. Total number of housing units to be rehabilitated:

0

B.10. Total Number of market rate units:

2

B.11. Total number of deed restricted units:

6

Printed By: Victoria Volent on 1/31/2025

B.12. Total number of Units at 120% AMI:

6

B.13. Total number of Units at 110% AMI:

0

B.14. Total number of Units at 100% AMI:

0

B.15. Total number of Units at 80% AMI:

0

B.16. Total number of Units at 60% AMI:

0

B.17. Total number of Units at 50% AMI:

0

B.18. Total number of Units at 40% AMI:

0

B.19. Housing Type

Condo

B.20. Total number of studio/efficiency units:

0

B.21. Total number of one-bedroom units:

0

B.22. Total number of two-bedroom units:

4

B.23. Total number of three-bedroom units

2

B.24. Total number of four-bedroom units

2

B.25. Total number of five-bedroom units

0

B.26. Property Manager

Condo Association

B.27. When is construction expected to begin?

05/01/2025

Printed By: Victoria Volent on 1/31/2025

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

PROJECT OVERVIEW Front Street Phase 3 consists of eight townhouse-style condominiums, six units will be restricted to households earning at or below 120% Area Median Income (AMI), and two units will be sold as unrestricted-market rate units. The development will consist of two buildings: one building containing six, two-story townhomes, and one building containing two, two-story townhomes. The site will include a small parking lot with eight parking spaces, one per unit. The project is located in the East Deering neighborhood of Portland Maine and is the third and final phase of the larger Front Street Redevelopment completed by Portland Housing Development Corporation. The first two phases include 105 affordable rental homes for families and seniors. This third phase will bring housing diversity to the neighborhood by providing homeownership opportunities, a need which was expressed by the neighborhood during early community meetings. Phases 1 and 2 are fully complete and occupied. Front Street Phase 3 has received all municipal and state land use approvals and the timeline for appeals has expired. The East Deering neighborhood mostly consists of residential uses ranging from single family homes to large multifamily complexes, and is in close proximity to a healthcare facility, regional park, and commercial activity along Washington Avenue. The new homes will be built at a high residential density, and the buildings will be constructed to an extremely high standard of energy efficiency. The development will be 100% electric. The condominiums will be owned by individual households. The eight households will collectively run their condominium association and either choose to self-manage or contract with a third-party. Ongoing use restrictions will be monitored by the City of Portland and MaineHousing, if awarded funding.

DESCRIPTION OF MUNICIPAL HOUSING NEED AND HOW THE DEVELOPMENT ADDRESSES THAT NEED Housing supply directly impacts economic growth and the region's ability to attract and retain workers and families that contribute to the economy and enhance the vibrancy of our communities. In recent years especially, low, and very low-income families have been facing increased daily challenges due to inflation pressures increasing the cost of daily goods such as groceries and gas. These same families have been entirely priced out of the housing market. Inflation, supply chain challenges, shortages in workforce, and increasing construction costs have made developing new housing units an increasingly difficult task year over year. In 2023, Maine State Housing Authority, alongside the Governor's Office of Policy Innovation and the Future, and the Department of Economic and Community Development released the State of Maine Housing Production Needs Study. This study identified a need for at least 84,000 new homes within the next seven years to meet anticipated demand. The Project proposed in this application is an 8 unit mixed-income homeownership development in the East Deering neighborhood. Six of the eight units will be restricted to households earning at or below 120% Area Median Income. The population that these units will serve is one that is often on the edge, making too much income to qualify for low-income subsidized rental housing, but not making enough to rent or purchase at market-rate prices. There is a shortage of affordable for-sale housing. It is particularly difficult for developers to produce for-sale units at an affordable price due to current cost of construction. Portland Housing

Development Corporation continues to make an effort to serve all types of households by providing a diversity of housing types and affordability in our community.

REQUESTED AMOUNT OF AFFORDABLE HOUSING DEVELOPMENT FUNDING This application is requesting the creation of an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement only.

DESCRIPTION OF HOW CITY'S PARTICIPATION IS FINANCIALLY NECESSARY IN ORDER FOR THE PROJECT TO PROCEED Should the project receive the proposed AHTIF, Portland Housing Development Corporation will partner with Genesis Community Loan Fund who have expressed interest in providing an AHTIF Bridge Loan. This AHTIF Bridge Loan will provide the necessary gap funding to make this deal feasible. The Genesis Loan will be used to pay for construction costs. Front Street Phase 3 has been awarded a \$1,000,000 U.S. EPA Brownfields Cleanup grant and a \$420,000 Congressional Appropriations grant and still faces a funding gap of approximately \$370,000 due to the high cost of construction and professional services associated with development. The City's participation is necessary to fill the remaining funding gap and make this project financially feasible. Without this funding, the project could not proceed as currently envisioned.

DESCRIPTION OF ALLOWED USES IN THE ZONE Front Street Phase 3 was approved by the Planning Board in 2019 as part of a phased site plan which included phase 1 and phase 2. At the time of Planning Board approval, the parcel was zoned as R5 and Multiplex development was permitted, allowing for multifamily residential development.

DESCRIPTION OF RESIDENTIAL AND NON-RESIDENTIAL USES IN THE AREA; Uses immediately surrounding the Front Street Phase 3 parcel include Front Street Phase 1 and 2, mixed-income rental housing for families and seniors, as well as single family residential properties. Payson Park is within walking distance to the southwest of the property providing recreational access, and Washington Ave's commercial uses to the northeast.

DESCRIPTION OF ACCESSORY USES RELATING TO RESIDENTIAL USE, IF ANY Not Applicable.

INDICATE IF THIS PROJECT REQUIRES RELOCATION OF EXISTING COMMERCIAL OR RESIDENTIAL TENANTS The Front Street Phase 3 parcel is currently a vacant lot and therefore no relocation is required for this project.

DESCRIPTION OF RELOCATION PLAN FOR PERSONS TEMPORARILY OR PERMANENTLY DISPLACED BY DEVELOPMENT ACTIVITIES Not Applicable.

DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN Policy Guide:
Environment 7. Support Sustainable Land Use and Transportation Policies • "Plan for the mitigation and redevelopment of brownfields to support productive uses and a healthier environment for residents." – Front Street Phase 3 will include the redevelopment of a brownfields site. The project has received a \$1MM U.S. EPA Cleanup Grant for the cleanup of contaminated soils.
Policy Guide: Housing 3. Remove Housing Barriers • "Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas." – While the current zoning of the Front Street phase 3 parcel allows for substantial density, this project has been designed to provide a mix of housing types to the neighborhood. With larger-scale rental residential housing directly abutting this property, this development will serve as a transition to lower density housing on the other side of the neighborhood.
4. Promote Sustainability • "Encourage energy efficiency in new construction and rehabilitation of our housing stock." – Front Street Phase 3 will be built with extremely energy efficient building design, materials, and mechanical systems. This means the new buildings will be significantly more efficient than a code-built building. The buildings will be 100% electric.
9. Adapt Affordable Housing • "Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods." – The project will increase energy-efficiency of the community (see "4. Promote Sustainability" above). The project will increase residential densities of the community. The project will include two market rate units and six income restricted units which will contribute to the income diversity in the community.

Printed By: Victoria Volent on 1/31/2025

DESCRIPTION OF HOW HOUSING AND FACILITIES IN THE DEVELOPMENT WILL BE OPERATED AFTER COMPLETION The condominiums at Front Street Phase 3 will be owned by individual households. The eight households will collectively run their condominium association and either choose to self-manage or contract with a third-party. Ongoing use restrictions will be monitored by the City of Portland.

DESCRIPTION OF PLANNED USES OF TAX INCREMENT REVENUES FROM THE DISTRICT (AHTIF PROJECTS ONLY) This application requests the creation of an AHTIF District and a Credit Enhancement Agreement to convey 75% of the incremental taxable revenue for the entire property towards debt service coverage of the Genesis AHTIF Bridge Loan for a term of 30 years. This will allow the project to work with Genesis Community Loan Fund who will provide gap funding. In order to make the project financially feasible, this project requires multiple subsidy sources in addition to a AHTIF of no less than 75%.

Development Budget
33 West Presumpscot St Portland Maine

Sources of Funds:

Construction Sources:			
Lender	Amount (\$)	Rate (%)	Terms (mos.)
Construction Loan	\$ 2,495,600.00	7.50%	18
AHTIF Loan	\$ 370,000.00	6.50%	324
MH AHOP	\$ 468,747.00	0.00%	
CDS Congressional Earmark	\$ 420,000.00	N/A	
EPA Brownfields Grant	\$ 1,000,000.00	N/A	
Sponsor Equity - Seller Note	\$ 270,000.00	N/A	
Sponsor Equity - Deferred Developer Fee	\$ 250,000.00	N/A	
Construction Sources Total	\$ 5,274,347.00		

Permanent Sources:			
Lender	Amount (\$)	Rate (%)	Terms (mos.)
Net Proceeds of Home Sales	\$ 3,015,600.00		
AHTIF Loan	\$ 370,000.00	6.50%	
MH AHOP	\$ 468,747.00	0.00%	
CDS Congressional Earmark	\$ 420,000.00	N/A	
EPA Brownfields Grant	\$ 1,000,000.00	N/A	
Permanent Sources Total	\$ 5,274,347.00		

Use of Funds:

Description:	Costs (\$)
Land Acquisition	\$ 270,000.00
Site Infrastructure (sidewalks, utilities, brownfields, landscaping)	\$ 600,000.00
Professional Services (Consultants, Design, Engineering, Legal)	\$ 369,350.00
Financing Fees (Const. loan Interest, Title/Recording, AHTIF Reserve)	\$ 224,000.00
Soft Cost Contingency	\$ 60,000.00
Developer Overhead	\$ 250,000.00
Marketing & Broker Fee	\$ 120,624.00
Taxes & Insurance	\$ 47,500.00
Permits (specify)	
<i>Building Permit (City of Portland)</i>	\$ 30,000.00
<i>Impact Fees</i>	\$ 37,945.00
<i>CMP Fees</i>	\$ 25,000.00
<i>Other Permitting Fees</i>	\$ 29,200.00
Construction Costs (specify)	
<i>Construction Costs (MODULAR)</i>	\$ 2,714,915.00
<i>Inflation Contingency (10%)</i>	\$ 301,492.00
<i>Construction Contingency (5%)</i>	\$ 194,321.00
Total Development Costs	\$ 5,274,347.00

NOTE: Front Street Phase 3 is a Brownfields site. The site infrastructure line above accounts for additional costs associated with Brownfields soil.

City of Portland - TIF Model
PHDC - Phase III of Front St. Development
[35 W. Presumpscot St., 167-E-9 and 10](#)
OAV as of 3/31/2025: \$69,300
4/4/2025

City of Portland- TIF Projection Table									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2025	\$3,517,020	75.00%	\$2,637,765	15.01	\$39,593	\$39,593	\$0	\$13,198
2	2026	\$3,517,020	75.00%	\$2,637,765	15.31	\$40,385	\$40,385	\$0	\$13,462
3	2027	\$3,517,020	75.00%	\$2,637,765	15.62	\$41,192	\$41,192	\$0	\$13,731
4	2028	\$3,517,020	75.00%	\$2,637,765	15.93	\$42,016	\$42,016	\$0	\$14,005
5	2029	\$3,517,020	75.00%	\$2,637,765	16.25	\$42,857	\$42,857	\$0	\$14,286
6	2030	\$3,517,020	75.00%	\$2,637,765	16.57	\$43,714	\$43,714	\$0	\$14,571
7	2031	\$3,517,020	75.00%	\$2,637,765	16.90	\$44,588	\$44,588	\$0	\$14,863
8	2032	\$3,517,020	75.00%	\$2,637,765	17.24	\$45,480	\$45,480	\$0	\$15,160
9	2033	\$3,517,020	75.00%	\$2,637,765	17.59	\$46,389	\$46,389	\$0	\$15,463
10	2034	\$3,517,020	75.00%	\$2,637,765	17.94	\$47,317	\$47,317	\$0	\$15,772
11	2035	\$3,517,020	75.00%	\$2,637,765	18.30	\$48,263	\$48,263	\$0	\$16,088
12	2036	\$3,517,020	75.00%	\$2,637,765	18.66	\$49,229	\$49,229	\$0	\$16,410
13	2037	\$3,517,020	75.00%	\$2,637,765	19.04	\$50,213	\$50,213	\$0	\$16,738
14	2038	\$3,517,020	75.00%	\$2,637,765	19.42	\$51,218	\$51,218	\$0	\$17,073
15	2039	\$3,517,020	75.00%	\$2,637,765	19.81	\$52,242	\$52,242	\$0	\$17,414
16	2040	\$3,517,020	75.00%	\$2,637,765	20.20	\$53,287	\$53,287	\$0	\$17,762
17	2041	\$3,517,020	75.00%	\$2,637,765	20.61	\$54,353	\$54,353	\$0	\$18,118
18	2042	\$3,517,020	75.00%	\$2,637,765	21.02	\$55,440	\$55,440	\$0	\$18,480
19	2043	\$3,517,020	75.00%	\$2,637,765	21.44	\$56,548	\$56,548	\$0	\$18,849
20	2044	\$3,517,020	75.00%	\$2,637,765	21.87	\$57,679	\$57,679	\$0	\$19,226
21	2045	\$3,517,020	75.00%	\$2,637,765	22.30	\$58,833	\$58,833	\$0	\$19,611
22	2046	\$3,517,020	75.00%	\$2,637,765	22.75	\$60,010	\$60,010	\$0	\$20,003
23	2047	\$3,517,020	75.00%	\$2,637,765	23.21	\$61,210	\$61,210	\$0	\$20,403
24	2048	\$3,517,020	75.00%	\$2,637,765	23.67	\$62,434	\$62,434	\$0	\$20,811
25	2049	\$3,517,020	75.00%	\$2,637,765	24.14	\$63,683	\$63,683	\$0	\$21,228
26	2050	\$3,517,020	75.00%	\$2,637,765	24.63	\$64,956	\$64,956	\$0	\$21,652
27	2051	\$3,517,020	75.00%	\$2,637,765	25.12	\$66,255	\$66,255	\$0	\$22,085
28	2052	\$3,517,020	75.00%	\$2,637,765	25.62	\$67,581	\$67,581	\$0	\$22,527
29	2053	\$3,517,020	75.00%	\$2,637,765	26.13	\$68,932	\$68,932	\$0	\$22,977
30	2054	\$3,517,020	75.00%	\$2,637,765	26.66	\$70,311	\$70,311	\$0	\$23,437
30 Year TIF Total		\$105,510,600		\$79,132,950		\$1,606,206	\$1,606,206	\$0	\$535,402
30 Year TIF Average		\$3,517,020		\$2,637,765		\$53,540	\$53,540		\$17,847

City of Portland - TIF Model
 PHDC - Phase III of Front St. Development
[35 W. Presumpscot St., 167-E-9 and 10](#)
 OAV as of 3/31/2025: \$69,300
 4/4/2025

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model							
75% Sheltered - 30 years - 75% to Developer Project Account - 25% to City General Fund							
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2025	\$3,517,020	\$2,637,765	\$0	\$5,183	\$1,057	\$6,240
2	2026	\$3,517,020	\$2,637,765	\$0	\$5,183	\$1,056	\$6,239
3	2027	\$3,517,020	\$2,637,765	\$0	\$5,183	\$1,056	\$6,239
4	2028	\$3,517,020	\$2,637,765	\$5,821	\$5,183	\$1,056	\$12,060
5	2029	\$3,517,020	\$2,637,765	\$11,641	\$5,183	\$1,056	\$17,881
6	2030	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
7	2031	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
8	2032	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
9	2033	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
10	2034	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
11	2035	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
12	2036	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
13	2037	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
14	2038	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
15	2039	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
16	2040	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
17	2041	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
18	2042	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
19	2043	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
20	2044	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
21	2045	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
22	2046	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
23	2047	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
24	2048	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
25	2049	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
26	2050	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
27	2051	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
28	2052	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
29	2053	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
30	2054	\$3,517,020	\$2,637,765	\$17,462	\$5,183	\$1,056	\$23,701
30 Year TIF Total		\$105,510,600	\$79,132,950	\$454,012	\$155,491	\$31,693	\$641,195
30 Year TIF Average		\$3,517,020	\$2,637,765	\$15,134	\$5,183	\$1,056	\$21,373

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: PHDC's Front Street Phase III
Date: 5/16/25

Portland Housing Development Corporation (PHDC) requests a 75%, 30-year Affordable Housing TIF to secure a construction loan for the proposed new construction of 8 units of for sale condominium housing, and 8 parking spots. Six units will be affordable townhomes and two units will be market rate. This is Phase III of the comprehensive development of Portland Housing Authority's Front Street property. Phase I & Phase II, which provided 105 units of affordable rental housing, have been successfully constructed and leased up. Phase III is responsive to the neighborhood's expressed desire for additional homeownership opportunities in the neighborhood. The site is currently vacant.

Using the City's TIF Model spreadsheets, the year 1 value of a 75% TIF would be \$39,593. This represents a \$6,599-year one subsidy per affordable residential unit. While the projected value of a 30-year TIF would be \$1,606,206, the TIF will be used to secure and repay a construction loan of \$370,000, and the TIF will terminate when the construction loan is fully retired. It is expected that the TIF will be retired approximately 15 years after unit occupancy.

Sources and Uses

Permanent Sources:		Permanent Uses:	
Net Proceeds of Unit Sales	\$3,015,600	Land Acquisition	\$270,000
TIF Loan (Genesis Fund)	\$370,000	Construction Hard Costs	\$3,314,915
Maine Housing AHOP	\$468,747	Hard & Soft Contingency	\$555,813
Congressional Earmark	\$420,000	Soft Costs (incl. sales costs)	\$883,619
EPA Brownfields	<u>\$1,000,000</u>	Developer Fee	<u>\$250,000</u>
Total Sources:	\$5,274,347	Total Uses:	\$5,274,347

Status of Sources: Norway Savings is expected to finance the construction loan of \$2,495,600, and has provided a term sheet for up to \$3 million, with a requirement of 3 income eligible presales prior to closing. Norway Savings is currently in underwriting. PHDC intends to borrow less from Norway Savings than their stated maximum due to market uncertainty.

The TIF will secure a long-term bridge loan from Genesis Fund. Genesis Fund has provided a letter of interest and term sheet and is in underwriting. Maine Housing recently awarded subsidy funds from the Affordable Homeownership Program (AHOP). The Congressional Earmark and the Brownfields funding were awarded in the prior administration. It is unclear if/how the change in administration will impact the accessibility of these funds.

Development Budget

Construction Costs:

Construction costs are based on an estimate for modular construction from Backyard ADU, plus an estimate for site work including infrastructure and brownfields remediation. Total construction cost divided among the 8 units is \$414,364, including the site work. Excluding site work, the unit construction costs are \$398,877 each for the two duplex units and \$319,527 each for the six townhouses.

Soft Costs:

Soft costs are moderate and within industry standard. More than typical engineering is necessary to address the brownfield site. Developer fee is \$250,000. This is a reasonable fee by industry standards, 5.1% of total development costs, excluding reserves and developer fee.

Contingency:

The hard cost contingency is budgeted at industry standard 5% of construction costs, plus an additional 10% “inflation contingency.” This is not industry standard and adds an additional \$301,492 to the hard cost budget (an additional cost of \$37,686 per unit). Backyard ADU is carrying an additional \$118,172 in line items labeled “Overhead/Contingency” and “Modular Overhead/Contingency.” This is 4.35% of their total cost. Though these additional layers of contingency are extraordinary, these are extraordinary times -- construction costs are extremely unpredictable due to rapidly changing federal policy and the volatility that creates in the market.

Soft cost contingency is \$60,000, which is 7.8% of soft costs. This should be adequate for the remaining soft costs. There are three additional reserves: \$12,000 condominium reserve, \$60,000 AHTIF reserve, and \$40,000 Warranty Reserve.

Acquisition:

The vacant site is owned by PHDC, acquired for \$275,000 in 2019. So PHDC is selling the land to the project for slightly less than what they paid, not including their carrying costs over the last 6 years. The land cost per unit is \$33,750. A satisfactory appraisal, with the land value separately evaluated, is a recommended condition of approval.

Market Analysis and Sales/Affordability Projections

The MaineHousing AHOP funds for the 2024 round commit PHDC to sell for a **maximum** sales price of \$378,000 per affordable unit, but provides incentives through the point scoring process for additional subsidy leveraged allowing decreases in the sales price to the homebuyer. PHDC plans to sell the units at \$298,500 for the affordable 2-bedroom units and \$358,000 for the affordable 4-bedroom units, substantially below the MH maximum and also below the City of Portland maximum affordable price. Considering the median sales price for a unit in City of Portland is in the \$600,000 range, it is safe to say these units will be “below market.” PHDC has confirmed that Maine Housing will provide incentive points for the value of the TIF award, hence the TIF funding is an important part of a competitive score.

The maximum income level per household is \$137,760, which was 120% of AMI in 2024. Though demand is expected to be high for these units, sales will be on a “first paperwork completed” basis from all income eligible, prequalified buyers. So, while these units are affordable to households substantially below 120% of AMI, there is no additional income level targeting to households with incomes below 120%.

For subsequent sales (if the original purchaser decides to sell the property within the 15-year term) Maine Housing will require the 6 affordable units be sold:

- for a price under 70% of the maximum price in MH’s First Home Loan Program; and
- to a household with an income below 120% AMI.

Homeowners must agree to reside in the unit as their primary residence and not to rent the unit for short or long terms.

City of Portland TIF policy will require units sold during the duration of the TIF (estimated at approximately 15 years) to be sold at an affordable price, as calculated by a predetermined formula at that time.

Given the deep discount to market value, high demand for these units is expected despite potential buyer concern about these restrictions and the uncertainty they generate regarding resale of the unit.

Developer Financials

Portland Housing Authority has submitted audits for FY 2021, 2022, 2023 and 2024. The audits include primary (consolidated) entities, which include PHDC, and also report on “Discrete Component Units,” projects controlled by PHA but reflected separately in the audit. Their fiscal year ends 6/30.

For PHA (consolidated entities), 2024 was (yet another) very strong year operationally. Their audit as of 6/30/24 shows strong financial health, with current assets of \$33.5 million and current liabilities of \$3.1 mill, for a very strong current ratio of 10.82. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 8.9. Net position is up \$19 million, to \$45 million, a 74.6% increase in net position from 2023 to 2024. PHA FY24 operating revenue was up a 16.8%. Non-operating revenue was \$18 million (an increase of 1,011% over ’23), primarily from HUD capital grants and gain on sale of Harbor Terrace. Operating expenses were up 19%, but revenues exceeded expenses by over \$19 million.

“Discrete Component Entities” (Bayside Anchor, 58 Boyd, and Washington Gardens) adds substantial additional net position to the already very strong financial picture. The combined net position of the “Discrete Component Entities” is \$15.5 million, bringing the total combined net position of PHA & Discrete Component Entities to over \$60.5 million. In 2024, “Discrete Component Entities” revenues exceeded expenses by \$3.8 million.

Managements income/expense reports as of February 28, 2025 (unaudited) suggest this year will be strong for PHA overall. Operating income is above budget, while operating expenses are below budget, with YTD net income of \$1.7 million. PHDC statements dated March 25, 2025, viewed as if it were a stand-alone entity (which it is not), show a rockier start to the year. Though rental income exceeded budget by 21% and expenses ran under budget by 13%, the YTD net income was -\$84,216. This was due to several budgeted developer fees that had not been received to date. Delayed developer fees can lead

to large swings in income between periods which can be challenging especially for small developers, but PHDC/PHA has the capital base and resources to thrive financially even when developer fee income is delayed.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of present market volatility.

Recommendations

The developer must at minimum meet three primary criteria for an AHTIF approval:

1. Community Need: "...site specific AHTIF designations must address an identified community need."

PHDC proposes 6 units of for sale housing for households with incomes up to 120% AMI, and 2 units of market rate housing. Affordable housing is identified as a community need in Portland's Plan 2030 and the City Council's 2025 Common Goals.

2. Financial Necessity: "The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed."

The development budget shows that a TIF is needed to fill a gap in the financing package and therefore for the project to proceed. Given the extraordinary level of market uncertainty due to federal policy volatility, PHDC is reluctant to take on additional conventional debt and the unit sales prices are constrained by the MH funding. The TIF secures/repays a bridge loan which provides for extraordinary contingency for extraordinary times.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

PHA & PHDC have demonstrated financial capacity to support their project through the following:

- financing commitments (all projected sources have either committed or expressed written interest with suggested terms), and
- very strong organizational financials (see Developer Financials above)

I recommend a 75% AHTIF with a maximum potential 30-year term. The actual term of TIF will be the date of complete repayment of the Genesis construction loan (expected in approximately 15 years). This recommendation is conditioned upon satisfactory review of the following:

- A satisfactory appraisal supporting the per unit land price and the sales price;
- Financing commitments for all sources prior to closing on terms and conditions acceptable to the City of Portland.

TIF documents to require:

- All standard construction conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Development Budget with Permanent Sources

Date 5/16/2025
 Project Name Front St Phase III
 Project Address 33 West Presumpscot St
 Developer/Sponsor PHDC

Total Units 8
 Total Square Feet 9,400

	Initial Application Values		
	Total	Per Unit	Per Sq Ft
Sources of Funds -- Construction			
Conventional Construction Financing - 1st Lien	\$2,495,600	\$311,950	\$265
Genesis Fund: Affordable Housing TIF loan	\$370,000	\$46,250	\$39
Maine Housing AHOP	\$468,747	\$58,593	\$50
Congressional Earmark	\$420,000	\$52,500	\$45
EPA Brownfields	\$1,000,000	\$125,000	\$106
Seller Note	\$270,000	\$33,750	\$29
Deferred Developer Fee	\$250,000	\$31,250	\$27
Total Sources of Funds	\$5,274,347	\$659,293	\$561

Sources of Funds -- Permanent			
Net Proceeds of Home Sales	\$3,015,600	\$376,950	\$321
Genesis Fund: Affordable Housing TIF loan	\$370,000	\$46,250	\$39
Maine Housing AHOP	\$468,747	\$58,593	\$50
Congressional Earmark	\$420,000	\$52,500	\$45
EPA Brownfields	\$1,000,000	\$125,000	\$106
Other		\$0	\$0
Total Sources of Funds	\$5,274,347	\$659,293	\$561

Uses of Funds

Hard Costs			
Site Improvements	\$600,000	\$75,000	\$64
Rehabilitation		\$0	\$0
New Construction	\$2,714,915	\$339,364	\$289
Contractor's Profit, Overhead, & Gen. Requirements	0.0%	\$0	\$0
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium		\$0	\$0
Other		\$0	\$0
Hard Cost Contingency (% of hard costs)	15.0%	\$495,813	\$53
Total Hard Costs		\$3,810,728	\$405

Soft Costs				
Building Permit & Fees		\$122,145	\$15,268	\$13
Survey & Engineering		\$65,750	\$8,219	\$7
Design & Permitting (% of const exp)	3.9%	\$65,000	\$8,125	\$7
Borrower Legal (all closings, excluding syndication legal)		\$125,000	\$15,625	\$13
Title & Recording		\$30,000	\$3,750	\$3
Accounting			\$0	\$0
Construction Period Taxes and insurance		\$47,500	\$5,938	\$5
Construction Period Insurance			\$0	\$0
Other: FF&E, Security			\$0	\$0
Other: Brownfields Environmental Engineering		\$100,000	\$12,500	\$11
Total Soft Costs		\$555,395	\$69,424	\$59

Financing Costs				
Construction Loan Origination Fees			\$0	\$0
Construction Period Interest		\$65,000	\$8,125	\$7
Lender Inspection Fees			\$0	\$0
Letter of Credit Fee			\$0	\$0
Permanent Loan Fee			\$0	\$0
Construction Lender Legal			\$0	\$0
Other AHTIF fees and Genesis Loan Costs		\$15,000	\$1,875	\$2
Total Financing Costs		\$80,000	\$10,000	\$9

Miscellaneous				
Market Survey			\$0	\$0
Appraisal			\$0	\$0
Environmental Study			\$0	\$0
LIHTC Fees -- prepaid monitoring			\$0	\$0
Other: Commissioning			\$0	\$0
Relocation Costs			\$0	\$0
Other Radon testing & Commissioning		\$15,600	\$1,950	\$2
Soft Cost Contingency (% of soft costs excl Dev Fee)	9.22%	\$60,000	\$7,500	\$6
Total Miscellaneous:		\$75,600	\$9,450	\$17

Acquisition				
Acquisition: Buildings			\$0	\$0
Acquisition: Land		\$270,000	\$33,750	\$29
Acquisition: Legal			\$0	\$0
Other			\$0	\$0
Total Acquisition		\$270,000	\$33,750	\$29

Reserves and Developer Fee				
Operating Deficit Escrow			\$0	\$0
Prefunded Replacement Reserve			\$0	\$0
Taxes & Insurance Escrow			\$0	\$0
Developer Overhead		\$250,000	\$31,250	\$27
Developer Profit			\$0	\$0
Marketing & Brokerage Fees		\$120,624	\$15,078	\$13
Other Condo & AHTIF Reserves		\$112,000	\$14,000	\$12
Total Reserves and Developer Fee		\$482,624	\$60,328	\$51

Total Uses of Funds		\$5,274,347	\$659,293	\$570
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Developer Fee Analysis: Total Fees: \$250,000
(excluding reserves & developer fee) Percent TDC: 5.22%

CITY OF PORTLAND

Declaration of Covenants, Conditions and Restrictions for the *Front Street Phase 3/ 35-41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District*

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Front Street Condominium LLC**, a Maine Limited Liability Company with a mailing address of, 970 Baxter Blvd, 3rd Floor, Portland, Maine 04103 (Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project capital financing costs associated with the development of eight (8) townhouse-style condominiums of homeownership housing (the “Units”) located at 35-41 W. Presumpscot Street, Portland, Maine (the “Development”), at least six (6) of which units shall be Workforce Units; as that term is used herein; and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, because the Development consists of homeownership units, Developer has agreed to certain restrictions on the sale and resale of the Workforce Units, including restrictions on the price for which the Workforce Units may be sold, the parties who may purchase Workforce Units, and occupancy restrictions, all on the terms and conditions hereinafter provided; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term.** The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the “Effective Date”). With respect to each Workforce Unit, as that term is defined below, this Declaration shall remain in full force and effect until the later of (1) of the date that is ten years after the date of the initial sale of such unit by the Developer, or (2) the date that the City has paid the Developer for all Qualified Reimbursable Costs due to the Developer (the “Qualified Project Period”) under a certain Credit Enhancement Agreement between the City and Developer of near or even date herewith (the “Credit Enhancement Agreement”). The Workforce Units are identified in the Schedule of Workforce Units that is attached hereto as Exhibit A and made a part hereof.
2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit B attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The Declaration of Front Street Condominium, which Developer shall record in the Cumberland County Registry of Deeds prior to the sale of any Units, shall establish that the Executive Board of the Front Street Condominium Association is obligated and authorized to enforce the covenants against the owner of a non-compliant Workforce Unit. In the event that the Executive Board of the Condominium Association fails to enforce the covenants, the City may enforce the covenants set forth herein against the owner(s) of a Workforce Unit (the then-current owner of a Workforce Units is referred to herein as “Workforce Unit Owner”) as a contract beneficiary whether or not Developer is or remains indebted to the City. In order to avoid any confusion, the above sentence authorizes the City to enforce a violation of the covenants against the Developer at any point prior to Developer’s compliant sale of a Workforce Unit, and authorizes the City to enforce a violation of the covenants against subsequent Workforce Unit Owners, but not the Developer, at any point subsequent to Developer’s compliant sale of a Workforce Unit during the term of the covenants. In the event that the Front Street Condominium Association fails to enforce the covenants and the City takes steps to do so, the City shall be entitled to recover its costs of enforcement, including reasonable attorney fees, from the Front Street Condominium Association as set forth in the Declaration of Condominium.

The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development, or any portion thereof, a foreclosure or transfer of title in lieu of foreclosure, of the repayment of the AHTIF, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance, provided that funds paid to Developer under the Credit Enhancement Agreement are repaid to the City within a reasonable period of time after such involuntary loss or substantial destruction.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit B attached hereto, together with all buildings and improvements, which after completion

of the work will contain a total of eight (8) townhouse-style condominium units of homeownership housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the nature, size number or location of the units in the Development and the facilities in the units. The Development's declaration of condominium shall incorporate by reference, and be subject to, the provisions of this Declaration.

- b. **Transfer to Qualified Buyer.** Except as may be set forth herein, a Workforce Unit Owner may sell, transfer, or otherwise dispose of a Workforce Unit only to a Qualified Buyer, as that term is defined herein. Any purported sale, transfer or other disposition to any other person or entity done without following the procedures set forth below, or in violation of the price limitations set forth below, shall be ***null and void***. For purposes hereof, the parties agree that the term "**Qualified Buyer**" means a person or household with a gross income not exceeding 120% of the HUD Portland, Maine Metropolitan FMR Area Median Income figures for a household of that size as calculated by the City and which person or household must intend to and in fact occupy the Workforce Unit as their primary residence on a continuing basis. Workforce Units may not be rented out by the Developer or Workforce Unit Owner for short or long-term periods during the term of this Declaration. A Qualified Buyer may not qualify if any member of the household owns other residential real estate at the time the Workforce Unit Owner provides the City with a Notice of Intent, as that term is defined below. The City reserves the right to perform an asset test to help determine a household's income.
 - c. Household size/composition upon the unit's sale should be appropriate to the size of the unit.
4. **Transfer to Owner's Heirs.** If a Workforce Unit Owner should die still owning a Workforce Unit during the term of this Declaration, then upon receipt of notice from the personal representative of the decedent's estate given within ninety (90) days of the death of such owner (or the last surviving co-owner if the Workforce Unit was owned in joint tenancy), the City shall, except for good cause shown, consent to a transfer of the Workforce Unit to one or more of the following:
- a. The spouse of the deceased owner (in cases where such spouse was not a joint tenant with owner); or
 - b. The child or children of the deceased owner; or
 - c. Member(s) of the deceased owner's household who have resided in the Workforce Unit for at least three years prior to the owner's death.

Any subsequent transfer by a transferee under A, B, or C, above, shall be subject to the terms of this Agreement.

5. Notice to the City; Procedure for Sale.

- a. In each instance that a Workforce Unit Owner intends to sell, transfer or otherwise

dispose of a Workforce Unit to a third party, then prior to listing the Workforce Unit for sale or entering into a purchase and sale agreement, or otherwise taking any steps to consummate the sale of the Workforce Unit, the Workforce Unit Owner shall first give the City written notice of such intent (the “**Notice of Intent**”) addressed to the City at the address set forth below or at such other address as the City shall provide to Developer by written notice.

b. Within ten (10) days of receiving the Notice of Intent, the City shall determine (1) the qualifications and income guidelines for a Qualified Buyer hereunder, and (2) the Workforce Unit Owner’s “**Maximum Allowable Price**” as determined under Section 5(d), below. The City shall communicate the results of such determinations to the Workforce Unit Owner within said ten (10) day period.

c. The Workforce Unit Owner shall market Workforce Units to Qualified Buyers at a price not to exceed the Maximum Allowable Price. The City shall have the right in all cases to determine whether a proposed buyer is a Qualified Buyer, as defined herein. The City shall have ten (10) days from the date it receives all information about a prospective buyer necessary to determine if the prospective buyer is indeed a Qualified Buyer hereunder. The Workforce Unit Owner shall contractually require such potential buyers to provide the City with whatever reasonable information the City requests in order to make the determinations required under this subsection. To the extent permitted by law, all information provided regarding any prospective Qualified Buyer shall be kept and maintained in confidence by the City. The Workforce Unit Owner shall require the Qualified Buyer to acknowledge and agree to be bound by the terms and conditions of this Declaration by executing an acknowledgment form in substantially the same form as that attached hereto as **Exhibit C** (the “Buyer’s Agreement”). As a condition of the purchase of any of the Workforce Units, the buyer shall assume, in writing, all of the obligations of the “Developer” hereunder with respect to said Workforce Unit. The Buyer’s Agreement shall be attached to and recorded in the Cumberland County Registry of Deeds with the deed from the Workforce Unit Owner conveying the Workforce Unit. A Workforce Unit Owner shall not be liable for the Qualified Buyer’s performance of its obligations under the Buyer’s Agreement.

d. Maximum Allowable Price. The City will determine the Maximum Allowable Price for any sale of a Workforce Unit during the term of this Declaration based on the following calculations:

1) Begin by determining monthly income available for the Housing Expenses described below (“Monthly Housing Income”) by calculating 30% of the gross monthly income for a household earning 110% AMI as appropriate for the minimum household size for each Workforce Unit by bedroom type.

(Household’s 110% AMI x 0.30)/12 = Monthly Housing Income.

2) Housing Expenses covered by Monthly Housing Income include mortgage payments and other housing related expenses such as real estate taxes, mortgage insurance, condominium/homeowner association fees, property insurance, and utilities, as set forth below.

- Utilities included in Housing Expenses include electricity, heat, hot water, cooking energy, sewer, water, and trash collection. The City shall make reasonable assumptions based on a unit's bedroom count as to the monthly cost of each utility. To determine what is reasonable, the City may utilize the figures estimated by HUD and distributed through the Portland Housing Authority annually for similar utility allowances based on a unit's bedroom count. The City shall reserve the right to determine a different metric should the HUD figures be unavailable.
 - Mortgage insurance will be estimated similar to current rates utilized by the Federal Housing Administration (FHA) or another reasonable method as determined by the City. Currently, for 30 year mortgages of less than \$726,200 with Loan to Value (LTV) ratios equal or less than 95%, the FHA utilizes a rate of 75 basis points on the mortgaged amount. The actual rate used in the calculation will be determined at the time the unit is marketed.
- 3) The Maximum Allowable Price will then be based on a 30 year fixed rate mortgage with a 5% down payment. It will be allowable for a Qualified Buyer to offer a larger down payment, but a down payment larger than 5% will not increase the Maximum Allowable Price of a Workforce Unit. Mortgage interest rates for the Maximum Allocable Price calculation will be the average national mortgage rate over the past thirteen years as determined by the Freddie Mac Primary Mortgage Market Survey or another source as determined reasonable by the City. The interest rate for the calculation will be determined at the time the unit is marketed
- e. Developer shall not segregate or physically isolate the Workforce Units from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Workforce Units among each unit size in the Development.
5. **Compliance.** At the time of initial sale of a Workforce Unit, the Workforce Unit Owner agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development; provided, however, that a Workforce Unit Owner shall be responsible for paying all real estate taxes assessed on a Workforce Unit owned by the owner. Nothing contained in this section shall be deemed a waiver or limitation on Developer's or a Workforce Unit Owner's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to

compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the sale and occupancy requirements described in this Declaration, Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.

8. **Violation.** A Workforce Unit Owner shall immediately notify the City if the owner anticipates or discovers that it is in noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. A Workforce Unit Owner agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event a Workforce Unit Owner fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Workforce Unit Owner to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Workforce Unit Owner (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Workforce Unit Owners shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Workforce Unit Owner's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.
10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of all Workforce Unit Owners, the Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and all Workforce Unit Owners and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.

14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer, a Workforce Unit Owner, or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2025.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss.

_____, 2025

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

Front Street Condominium LLC

Witness

By: _____
Name:
Its:

State of Maine
Cumberland, ss.

_____, 2025

Personally appeared the above named _____, Manager of Front Street Condominium LLC, General Partner of _____ and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited partnership and limited liability company.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

CITY OF PORTLAND

**FRONT STREET PHASE 3/35-41 W. PRESUMPCOT STREET AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT**

DEVELOPMENT PROGRAM

Date: _____, 2025

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Front Street Phase 3/35-41 W. Presumpscot Street
Affordable Housing Development and Tax Increment Financing District
Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 35 and 41 W. Presumpscot Street in Portland. The area includes approximately 0.4121 acre located on Tax Map 167, Block E, Lot 9 at 35-41 W. Presumpscot Street in the RN3 zone. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Seventy-five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the FRONT STREET PHASE 3 Affordable Housing Development and Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City

and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of certain allowable Project Costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Front Street Condominium LLC, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 35-41 W. Presumpscot Street involves the construction of a building on approximately 0.4121 acres, into an affordable housing neighborhood. The objective of the project is that 75% of the units in the District will be affordable housing, meaning a

decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 120% of the area median income for the area as defined by the United States Department of Housing and Urban Development. This project will consist of two buildings; one building containing six, two-story townhomes and one building containing two, two-story townhomes, both buildings to be built with a total of eight (8) units, six (6) of those units will be affordable to households whose income does not exceed 120% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The 35-41 W. Presumpscot Street project is projected to have a total local increased assessed valuation at build out of approximately \$3,517,020 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty-year annual average of \$53,540 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include capital costs, including but not limited to the acquisition of land or construction of public infrastructure improvements for affordable housing development; the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures and fixtures; site preparation and finishing work; and all fees and expenses that are eligible to be included in the capital costs of such improvements, including but not limited to, licensing and permitting expenses and planning, engineering, architectural, testing, legal and accounting expenses; financing costs, including but not limited to closing costs, issuance costs, and interest paid to holders of evidence of indebtedness issued to pay for project costs and any premium paid over the principal amount of that indebtedness because of the redemption of the obligations before maturity.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$53,540 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 35-41 W. Presumpscot Street. The Tax Increment Revenue described in section 3.04 will help pay for Qualified Reimbursable Costs for a period of up to thirty (30) years as described in the Credit Enhancement Agreement. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. The property is currently vacant and will continue to be vacant until Front Street Condominium LLC’s acquisition and development of the property. No businesses or persons will be displaced as a result of the development activities proposed in the District.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. The Developer, its successor or assigns, will operate the improvements constructed by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be ten (10) to thirty (30) years after the tax year in which this Development Program is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a "Tax Year." The first Tax Year of the Development Program begins April 1, 2025, and the last Tax Year of the Development Program begins April 1, 2054.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately 0.4121 acres and thus such area represents less than 2% (or 0.00298935%) of the total acreage of the City. The total area of the proposed AHTIF Districts (.4121) and the total area of all development districts in the City (889.6387) totals 890.0508 acres which is approximately 6.4491% (890.050/13,785.6) of total municipal acreage of the City. The 889.6387 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 889.6387 acres is 443.470 acres, which is 3.216% (443.470/13,785.6) of the total acreage of the City and thus does not exceed 5%

of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 37.882 acres or 0.2747% of the total acreage of the City (37.882/13,785.6) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF Districts (\$69,300) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$5,030,461. The taxable property value as of the April 1st before MaineHousing approval (4/1/2025) equals \$14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0338%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of a maximum of 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 75% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Front Street Phase 3/35-41 W. Presumpscot Street Affordable Housing Development Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the

District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2025, which was March 31, 2025. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75% (seventy-five percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Qualified Reimbursable Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be an amount equal to the lesser of (1) the total amount of Developer's Qualified Reimbursable Costs for prior Fiscal Years, or (2) all amounts then on deposit in the Project Cost Account. To the extent that the Qualified Reimbursable Costs in any given CEA Year exceed the amounts then on deposit in the Project Cost Account, then the Developer is eligible to receive payment for the unreimbursed portion of Qualified Reimbursable Costs of Prior Fiscal Years in a future year if and when the amounts on deposit in the Project Cost Account exceed the then current year's Qualified Reimbursable Costs. In no event shall the total aggregate amount paid to Developer during the term of the District exceed the cumulative amount of Qualified Reimbursable Costs paid to the Developer's AHTIF Lender (as defined in the Credit Enhancement Agreement the "Developer's Aggregate Share"). The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A. The Development Program will terminate when Developer's Aggregate Share has been paid.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education,

including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer share) for each year as computed as described above, times (b) the actual amount of the Tax Increment for each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 100% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 75% (seventy-five percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The Front Street Phase 3/35-41 W. Presumpscot Street project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$15.01/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on _____, 2025, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on June 23, 2025. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on June 23, 2025 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Danielle P. West, City Manager,
City of Portland, ME

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 15, 2025

SUBJECT: Order 238-24/25 Approving the Front Street Phase 3/35 and 41 W. Presumpscot Street Affordable Housing Credit Enhancement Agreement with Front Street Condominium, LLC - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Committee met on May 20, 2025 and voted 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 6/2/2025

**Final
Action 6/23/2025**

Can action be taken at a later date: No A 10 day public notice must be published prior to the Council Action. The public notice is published in the Portland Press Herald

Does this item involve a new contract with the City: Corporation Counsel has reviewed the Credit Enhancement Agreement.

PRESENTATION: Mary Davis will be available to answer questions

I. SUMMARY

This is a companion Order to Order XX 24/25 above.

II. AGENDA DESCRIPTION

The Housing & Economic Development Committee met on May 20, 2025 and voted 4-0 to recommend this item to the City Council.

This is a companion order to the order above.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Housing and Economic Development Committee met on May 20, 2025, and voted 4-0 to recommend this item for approval by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Approving the Affordable Housing Credit Enhancement Agreement Front Street Condominium LLC
2. 03 Att 8 Ex E CEA DRAFT FS Ph 3 clean for council 061825

Prepared by:
Mary Davis, Division Director
Date: 05/15/2025

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 FRONT STREET PHASE 3 / 35 AND 41 W.
PRESUMPCOT STREET AFFORDABLE HOUSING CREDIT ENHANCEMENT
AGREEMENT WITH FRONT STREET CONDOMINIUM, LLC**

ORDERED, that the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and Front Street Condominium, LLC related to the Front Street Phase 3 / 35 and 41 W. Presumpscot Street Affordable Housing and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto with such changes thereto as deemed appropriate by the City Manager and any other related documents that are necessary or convenient to carry out the intent of said agreement.

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.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

**FRONT STREET
CONDOMINIUM LLC**

DATED: _____, 2025

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2025, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Front Street Condominium LLC, a Maine Limited Liability Company (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *Front Street Phase 3/35-41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on _____, 2025, Order XX 24/25 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____ [Date of District Approval by MaineHousing]; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“AHTIF Loan” means one or more bridge loans made by Developer’s AHTIF Lender to pay Project Costs.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project Costs as defined in and authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Declaration” means the Declaration of Covenants, Conditions and Restrictions between the City and Developer of near or even date herewith, which shall be in substantially the form attached to the Development Program as Exhibit I, and which shall be recorded in the Cumberland County Registry of Deeds.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Developer’s AHTIF Lender” means one or more lenders of a bridge loan to the Developer based on the projected Tax Increment Revenues for the Project, which will be repaid from said Tax Increment Revenues during the term of this Credit Enhancement Agreement.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Sixty-Nine Thousand and Three Hundred Dollars (\$69,300), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned construction of an eight (8) unit townhouse-style mixed income housing project to be named Front Street Condominiums located in the District.

“Project Costs” has the meaning set forth in the Development Program and Title 30-A, Chapter 206, Section 5249

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“Qualified Project Period” shall have the meaning assigned in the Declaration.

“Qualified Reimbursable Costs” means principal and interest that is outstanding or has been paid for the AHTIF Loan, to the extent the proceeds of such loan were used to pay Project Costs that are actually incurred and paid by the Developer. Qualified Reimbursable Costs do not include late fees or other penalties incurred due to a default of the Developer under the AHTIF Loan and charged by Developer’s AHTIF Lender.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

“Workforce Unit” shall have the meaning given in the Declaration.

“Workforce Unit Owner” shall have the meaning given in the Declaration.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect

its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Front Street Phase 3/35-41 W. Presumpscot Street Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement, commencing with the Tax Year beginning April 1, 2025 and continuing thereafter through the Tax Year beginning April 1, 2054 (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City's general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for debt service financing costs associated with the costs of improvements of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, an amount equal to the lesser of (1) the total amount of Developer's Qualified Reimbursable Costs for prior Fiscal Years, or (2) all amounts then on deposit in the Project Cost Account. To the extent that the Qualified Reimbursable Costs in any given CEA Year exceed the amounts then on deposit in the Project Cost Account, then the Developer is eligible to receive payment for the unreimbursed portion of Qualified Reimbursable Costs of Prior Fiscal Years in a future year if and when the amounts on deposit in the Project Cost Account exceed the then current year's Qualified Reimbursable Costs. In no event shall the total aggregate amount paid to Developer during the term of this Agreement exceed the cumulative amount of Qualified Reimbursable Costs paid to Developer's

AHTIF Lender. Any funds remaining in the Project Cost Account after Developer has received all allowable payments under this Agreement shall be returned to the City's general fund.

(b) (1) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(2) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid from successor owners of real or personal property within the District, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into the Project Cost Account.

(3) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remains due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide loan payment statements and such other reasonable documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) No less than monthly, during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

(h) Notwithstanding anything to the contrary contained herein, during the Qualified Project Period (as such term is defined in the Declaration), if the City determines that a Workforce Unit has been transferred to, or is being occupied by, someone other than a Qualified Buyer (as the terms Workforce Unit and Qualified Buyer are defined in the Declaration), the City may withhold payment to Developer from the Project Cost Account of any tax revenue received by the City for such Workforce Unit, but only for said Workforce Unit and not the District as a whole. Upon demonstration reasonably satisfactory to the City that the identified non-compliance has been cured, the City shall release to Developer all payments withheld under this provision 3.1.(h). In the event of a transfer of a Workforce Unit to a nonqualifying occupant by a party other than the Developer or occupancy of a Workforce Unit by only nonqualifying occupants, Developer shall have a period of sixty (60) days after actual notice of such transfer or occupancy to cure such violation prior to the loss of any benefits or right to payment hereunder.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Incremental Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City

payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in

bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.
- (h) If the District property fails to meet the requirements of section 5247(3)(G) or other material provisions of the Act during the Qualified Project Period.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI

EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program, which is April 1, 2025, and shall expire on the earlier of (1) the date that the City has performed all of its obligations and paid all amounts due to Developer under this Agreement, or (2) March 31, 2055, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by June 30, 2028.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement. If the City elects to exercise its right to terminate this Agreement due to foreclosure of the Declaration, the Developer shall have the right to attempt to reinstate and enforce the Declaration. If the Developer elects to exercise its right to reinstate and enforce the Declaration, it shall provide written notice to the City within 30 days of receipt of the City's notice of its intent to terminate the Agreement. The Developer will then have one (1) year to reinstate the Declaration or cause the Declaration to be reinstated by the foreclosing party; provided, however, that the City shall have no obligation to make payments to Developer hereunder after it provides the termination notice unless and until the Declaration is reinstated and in full force and effect.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by

a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street Room 312
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Front Street Condominium LLC
c/o Portland Housing Development Corporation
970 Baxter Blvd 3rd Floor

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In

addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City
Council at its meeting on _____, 2025

WITNESS:

FRONT STREET CONDOMINIUM LLC

By: _____
Name: Brian Frost
Its: President

EXHIBIT 1

Copy of District Map

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 22, 2025

SUBJECT: Order 239-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Councilor Regina Phillips, Councilor Ann Trevorow, Councilor Kate Sykes
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/15/2024

**Final
Action 8/19/2024**

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: Councilors Phillips, Trevorow, and Sykes /3 Minutes

I. SUMMARY

If passed by the Council, this referendum question will appear on the November 5, 2024 ballot and will be made effective January 1, 2025.

II. AGENDA DESCRIPTION

The minimum wage in Portland was raised by citizen referendum in 2020 and cannot be amended for 5 years, except by referendum.

This was brought to the City Council as Order 25-24/25 which had its first read on July 15, 2024 and its second read on August 19, 2024 and was referred to the Housing & Economic Development Committee (Passed 5-2, Councilors Trevorow & Sykes opposed). The Housing and Economic Development Committee reviewed Order 25-24/25 on May 20, 2025 and voted 3-1 (Michniewicz opposed) to bring the attached revised version of the ordinance to the City Council for approval and placement on the ballot for the November 5, 2025 election.

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

III. BACKGROUND

The current minimum wage in Portland is \$15/hour. If passed by voters, this referendum will increase the minimum wage to \$20/hour by 2028.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for Portland City Council to place this question before voters on November 5, 2024. Raising the minimum wage in Portland will advance the equity goals of the Council.

V. FINANCIAL IMPACT

The proposed wage increases would have little impact to the City's FY24-25 budget, but in the following budget year, the increase from \$16.50/hr in 2025 to \$18/hr in 2026 result in a 9.1% wage increase. Finance Department staff have not yet had an opportunity to prepare a detailed analysis of the financial impact of the

proposed amendments beyond FY24-25 but they will share that analysis with the Council in time for the August 19 public hearing on this order.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Setting Election for Ch 33 Increasing Minimum Wage
2. Order 25 - Ch 33 Increasing Minimum Wage
3. Portland-2022-Minimum-Wage-Initiative-analysis
4. Housing Needs Assessment - Portland City
5. Memo Min Wage_Sub Min Wage
6. Portland Minimum Wage 2024 revised
7. \$20 Minimum Wage Proposal - Fiscal Impact Statement
8. 08.19.24 Order 25 Public Comment

Prepared by:

Date: 05/22/2025

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 SETTING ELECTION DATE ON AN AMENDMENT TO CHAPTER 33
OF THE PORTLAND CITY CODE
RE: AN ACT TO INCREASE PORTLAND'S MINIMUM WAGE**

ORDERED, that the amendment to the Portland City Code called An Act to Increase Portland's Minimum Wage, a copy of which is attached to and made a part of this Order, shall be submitted to the voters of the City, on a ballot with the below summary only as determined necessary by the City Clerk, at the municipal election on November 4, 2025; and

BE IT FURTHER ORDERED, that notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time; and

BE IT FURTHER ORDERED, that the Portland City Clerk is hereby authorized to place the following question and summary of An Act to Increase Portland's Minimum Wage on the ballot:

Do you favor the change in the city ordinance proposed by City Councilors as summarized below?

An Act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

EXHIBIT A

An act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

BE IT ORDAINED:

That Sections 33.7 and 33.9 of the Portland City Code Chapter 33 are hereby amended effective as of January 1, 2026 to read as set forth below. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.

Section 33.7. Minimum Wage.*

* * *

(b) *Minimum Wage rate:*

(i) Beginning on January 1, ~~2026~~2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, but not including employees of the City of Portland, shall be raised to \$17.00 ~~\$13.00~~ per hour;

(ii) Beginning on July 1, 2026, the regular Minimum Wage for employees of the City of Portland shall be raised to \$17.00 per hour;

~~(ii)~~ (iii) Beginning on January 1, ~~2027~~2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$18.00 ~~\$14.00~~ per hour; and

(iii) ~~Beginning on January 1, 2028~~2024, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$19.00 ~~\$15.00~~ per hour; and

(iv) Beginning on January 1, 2029, the regular Minimum Wage for all Employees, including, but not limited to, service employees, shall be raised to \$20.00 per hour; and

(v) — On January 1, ~~2030~~2025 and each January 1st thereafter, the minimum hourly wage then in effect must be increased by the increase, if any, in the cost of living. The increase in the cost of living must be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the Consumer Price Index for All Urban Consumers, CPI-U, for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of 5¢. If the state minimum wage established by 26 M.R.S. § 664 is increased in excess of the minimum wage in effect under this ordinance, the minimum wage under this ordinance is increased to the same amount, effective on the same date as the increase in the state minimum wage, and must be increased in accordance with this ordinance thereafter.

* * *

ARTICLE V. ENFORCEMENT AND VIOLATIONS

Sec. 33.9. Enforcement and Violations.

* * *

(a) Complaint Process.

* * *

~~(iii)~~ (iv) If the City Manager finds that a violation of this chapter has occurred, they ~~he or she~~ may order any and all appropriate relief including, but not limited to, the payment of any back wages withheld and/or the payment of not less than \$100.00 as a penalty for each day that a violation of this chapter has occurred, per Employee. A violation of this Ordinance may also be considered a civil violation subject to the general penalty provisions of section 1-15 of this Code.

*Note: The amendments set forth above will be effective as of January 1, 2026. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.

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 SETTING ELECTION DATE ON AN AMENDMENT TO CHAPTER 33
OF THE PORTLAND CITY CODE
RE: AN ACT TO INCREASE PORTLAND’S MINIMUM WAGE**

ORDERED, that the amendment to the Portland City Code called An Act to Increase Portland’s Minimum Wage, a copy of which is attached to and made a part of this Order, shall be submitted to the voters of the City, on a ballot with the below summary only as determined necessary by the City Clerk, at the municipal election on November 5, 2024; and

BE IT FURTHER ORDERED, that notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time; and

BE IT FURTHER ORDERED, that the Portland City Clerk is hereby authorized to place the following question and summary of An Act to Increase Portland’s Minimum Wage on the ballot:

Do you favor the change in the city ordinance proposed by City Councilors as summarized below?

An Act to Increase Portland’s Minimum Wage

An Act to Increase Portland’s Minimum Wage will increase Portland’s minimum wage to \$20/hour by 2028. This amendment will be effective beginning January 1, 2025.

EXHIBIT A

An act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage to \$20/hour by 2028. This amendment will be effective beginning January 1, 2025.

BE IT ORDAINED:

That Sections 33.7 and 33.9 of the Portland City Code Chapter 33 are hereby amended effective as of January 1, 2025 to read as set forth below. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.

Section 33.7. Minimum Wage.*

* * *

(b) Minimum Wage rate:

- (i) Beginning on January 1, ~~2025~~2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$16.50 ~~\$13.00~~ per hour;
- (ii) Beginning on January 1, ~~2026~~2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$18.00 ~~\$14.00~~ per hour; and
- (iii) ~~Beginning on January 1, 2027~~2024, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$19.00 ~~\$15.00~~ per hour; and
- (iv) Beginning on January 1, 2028, the regular Minimum Wage for all Employees, including, but not

limited to, service employees, shall be raised to \$20.00 per hour; and

(~~vii~~)—On January 1, ~~2029~~2025 and each January 1st thereafter, the minimum hourly wage then in effect must be increased by the increase, if any, in the cost of living. The increase in the cost of living must be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the Consumer Price Index for All Urban Consumers, CPI-U, for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of 5¢. If the state minimum wage established by 26 M.R.S. § 664 is increased in excess of the minimum wage in effect under this ordinance, the minimum wage under this ordinance is increased to the same amount, effective on the same date as the increase in the state minimum wage, and must be increased in accordance with this ordinance thereafter.

* * *

ARTICLE V. ENFORCEMENT AND VIOLATIONS

Sec. 33.9. Enforcement and Violations.

* * *

(a) Complaint Process.

* * *

(iii) If the City Manager finds that a violation of this chapter has occurred, they ~~he or she~~ may order any and all appropriate relief including, but not limited to, the payment of

any back wages withheld and/or the payment of not less than \$100.00 as a penalty for each day that a violation of this chapter has occurred, per Employee. A violation of this Ordinance may also be considered a civil violation subject to the general penalty provisions of section 1-15 of this Code.

**Note: The amendments set forth above will be effective as of January 1, 2025. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.*



Portland 2022 Minimum Wage Initiative Analysis

James Myall, Economic Policy Analyst

Overview: Analysis of the likely impacts of an initiative proposed by Maine DSA to increase the minimum wage in Portland to \$18 an hour by 2025; to phase out the tipped minimum wage by 2025; and to remove certain occupation-based exemptions to the city's minimum wage law.

This analysis includes a summary of some of the major impacted groups and likely effects. A methodology and a detailed set of statistics is provided at the end.

Proposed initiative

The schedules for increasing the minimum wage and eliminating the separate tipped minimum wage in the initiative are as follows. Unless otherwise noted, the statistics presented in this analysis are based on the situation in 2025, when the law is fully phased in.

	Full Minimum Wage		Tipped Minimum Wage	
	Status Quo	Proposed	Status Quo	Proposed
2022	\$13.00	\$13.00	\$6.50	\$6.50
2023	\$14.00	\$15.00	\$7.00	\$10.00
2024	\$15.00	\$16.50	\$7.50	\$14.00
2025	\$15.35*	\$18.00	\$7.68	\$18.00

Note: Status quo wage for 2025 assumes CPI inflation of 2.3 percent in 2024, following the latest forecast from the Congressional Budget Office.

Of the approximately 63,500 private-sector workers in Portland, approximately just over one quarter (17,800) would be directly impacted by the proposed initiative by 2025. These workers are projected to earn less than \$18 per hour by 2025. Another small number of workers (4,800, or 8 percent) would be indirectly impacted. These workers earn slightly above the new minimum wage (up to \$20.70 per hour) and would see a small increase in wages as employers voluntarily raise their wages to remain competitive with the new minimum wage.

The total proportion of workers impacted, 36 percent, is slightly higher than estimated share of workers impacted by the 2016 statewide minimum wage increase (33 percent).¹

A key measure of the impact of a minimum wage increase on an economy is the ratio between the minimum wage and the median hourly wage for full-time, year-round employees. This measure is known as the Kaitz Index. MECEP projects that the median hourly wage for full-time, year-round employees in Portland in 2025 will be \$30.61 per hour. The proposed \$18 per hour would be 59 percent of this. Research has shown that a minimum wage at this level would have little to no negative impact on employment.² However, as noted below, the impacts of a rapid phase-out of the tipped minimum wage are less clear.

Demographics of impacted population

The increased minimum wage will help to close existing pay disparities, as women and workers of color are more likely than men and white workers to be paid wages below \$18 per hour. 42 percent of women working in Portland will see a wage increase, compared to 30 percent of men.

While 34 percent of white, non-Hispanic workers in Portland will receive a pay raise from the initiative, the same is true for 56 percent of Black workers, 51 percent of Asian workers, and 51 percent of Indigenous workers in Portland. Latino workers benefit at a slightly higher rate (39 percent) than white-non-Hispanic workers.³

The new minimum wage would particularly help workers who are either younger (under 25) or older (65 and older). These workers are generally more likely to be lower earners because they are not in their prime earning years. Nearly all workers under 20 would see a wage increase under the new ordinance, as would three quarters of those between 20 and 24, and a little less than half of workers aged 65 or older.

Similarly, the initiative would especially boost the wages of lower-educated workers, with three quarters of workers with less than a high school education seeing a wage increase, as well as almost half of those with a high school diploma or some college credits but no degree.

Sectoral and occupational impacts

While the minimum wage increase will benefit significant numbers of workers in all occupations and industries, those in low-wage service sectors would see the biggest improvement in wages. Two-thirds of leisure and hospitality workers would get a raise, and more than half of retail and social service workers would see an increase in wages.

Similarly, workers in low-wage service occupations would benefit most from the proposed increase. 80 percent of workers in food and drink preparation and serving would see an increase, as more than would three quarters of personal service workers (this includes hairdressers, beauticians and childcare workers). Almost two thirds of workers in cleaning occupations would benefit from a minimum wage increase, as would almost two thirds of health care support workers (this category includes home health and nursing home aides). Other occupations which would particularly benefit are transportation workers, and sales workers (including store cashiers).

Effects of the tipped minimum wage phase-out

The proposed initiative would phase out the current system of allowing workers who receive tips to be paid half the city's minimum wage as a base rate, as long as they receive enough tips to make up the difference. For example, a restaurant server can currently be paid \$6.50 an hour by their employer, as long as they receive enough customer tips over the course of their pay period to earn a total wage equivalent to \$13 per hour.

Under the initiative, the base wage paid by the employer would increase in stages until it equals the full minimum wage in 2025.

Research on the tipped minimum wage system shows that it is generally harmful to the workers covered by it. Although the law requires that employers make up any difference between the base wage and the full minimum wage which is not covered by tips, there's plenty of evidence that this does not always happen, and plenty of tipped workers receive less than the statutory minimum wage after accounting for tips.⁴ The tipped minimum wage system makes many tipped workers reliant on their tips to make ends meet, which means that customers have an unhealthy amount of power of these workers. Research shows that the size of tips received is often dependent on a worker's gender,⁵ race,⁶ and perceived physical attractiveness.⁷ Paying people based on these qualities would be illegal for an

employer but is permissible and pervasive for customers leaving tips. What's more, tipped workers find themselves vulnerable to physical and verbal abuse, and even sexual assault and unable to report it for fear of losing income or their jobs.⁸

It's important to note that ending the tipped minimum wage system will not mean the end of tipping by customers. Data from wireless payment systems shows that customers in states without a tipped minimum wage still leave tips at similar frequencies and amounts to those in other states.⁹ As a result, workers earning the full minimum wage plus tips are better off than those earning a lower minimum wage plus tips.

While the end of the tipped minimum wage system would likely be beneficial to workers, there is some uncertainty about the short-term effects due to phasing the credit out on such a rapid timeline.

Seven states currently do not have a separate tipped minimum wage. However, no state or city has recently eliminated the tipped minimum wage to provide recent data on the potential impact.

The timing of the phase-out in the initiative is significantly more aggressive than most minimum wage initiatives seen in the United States. The base hourly wage for tipped workers will increase from \$6.50 in 2022 to \$18.00 in 2025. This would create a considerable new cost for employers with a short period of time in which to adjust. Employers will certainly be able to take steps to offset this increased cost (for example increasing prices) but will have to undertake these changes quickly.

1011

Demographics of tipped minimum wage workers

It is difficult to identify which workers are paid below the minimum wage using the current tip credit because public datasets provide only limited information about occupation and earnings and does not distinguish between total wages paid before or after tips.

This analysis approximates the population of workers subject to the current tipped credit system by focusing on workers certain occupations and employment sectors – primarily personal care workers (e.g. hair stylists) and food service workers (e.g. wait staff).¹²

Using this methodology, approximately 1,500 Portland workers are currently employed using the tip credit system and would see their base wage rise under the initiative.

Women are much more likely to be paid under the tip credit system. Approximately 70 percent of Portland's tipped workers are women. This is consistent with other analysis at the state and national level.¹³

There is insufficient data to allow for a racial impact analysis specific to Portland, but previous MECEP analysis has found that Black, Latino and Asian Mainers are more likely to work in these tipped occupations statewide.¹⁴

Occupations and industries newly covered by the minimum wage law

The ordinance mostly preserves the current practice of aligning Portland's minimum wage exceptions with those in state law (26 MRS 663(3)). However, it does ensure that some new groups are **newly covered**.

The language on drivers and delivery service includes taxicab drivers who are explicitly exempt under state law, as well as drivers who work for app-based services who may or may not be covered by current minimum wage legislation depending on whether they are classified as employees. The language in the initiative would provide clarity that these workers are employees for minimum wage purposes.

It's not clear how many workers in Portland would be impacted by this language.

Table 2: Detailed Estimates of the Impacted Workforce in 2025

		Total workers in this group	Impacted workers in this group
Total workforce		63,400	22,600
Age	16-19	2,800	2,800
	20-24	5,800	4,300
	25-34	14,000	5,300
	35-44	11,800	2,800
	45-54	13,300	3,000
	55-64	11,900	3,000
	65+	3,900	1,600

Education	No high school diploma	3,300	2,300
	High school or some college	27,900	13,200
	Associate degree	6,800	2,000
	Bachelor's degree	17,200	3,900
	Graduate degree	8,200	1,000
Gender	Men	31,600	9,300
	Women	31,900	13,200
Race and Ethnicity	White, non-Hispanic alone	57,800	19,900
	Hispanic (any race)	1,300	590
	Black alone or in combination	1,800	970
	American Indian alone or in combination	790	350
	Asian alone or in combination	1,500	650
Occupation	Administration	7,400	3,100
	Managers	6,900	920
	Sales	6,300	3,000
	Medicinal practitioners	4,600	680
	Education	4,300	1,500
	Transportation & warehousing	4,200	2,400
	Eating & drinking	3,800	3,100
	Production	3,700	1,100
	Construction	2,800	900
	Business	2,500	290
	Healthcare assistance	2,300	1,500
	Repair & maintenance	2,000	440
	Computing	2,000	200
	Cleaning	1,700	1,000
	Engineering	1,500	50
	Finance	1,300	80
	Social services	1,300	400
	Protective services	1,100	200
	Entertainment	1,000	300
Industry	Health care	9,200	2,700
	Retail	8,200	4,600
	Manufacturing	7,200	1,100
	Education	6,700	2,400
	Professional services	6,000	1,600
	Leisure and hospitality	6,000	4,100

	Finance	5,200	930
	Construction	3,100	960
	Public administration	2,300	300
	Other services	2,100	920
	Social services	1,900	1,100
	Transportation & warehousing	1,800	700
	Wholesale trade	1,400	370
	Information	1,500	400

Source: MECEP analysis of US Census Bureau, American Community Survey, 2016-2020 5-year estimates, public use microdata; US Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Q4 2021.

Note: Estimates reflect combined direct and indirect impact by 2025.

Methodology

The primary source for these estimates is the public use microdata for the US Census Bureau's American Community Survey. The ACS does not explicitly measure hourly wages, so these were estimated by taking individuals' total wage income and dividing it by the number of weeks worked last year and the number of hours usually worked each week.

These 2020 hourly wage estimates were extrapolated to produce an estimate of hourly wages in 2025, using historic inflation data and, using congressional budget office projections, assuming wages will rise in line with inflation at an annual rate of 4.7 percent in 2023, 2.7 percent in 2024, and 2.3 percent in 2025.

Hourly estimates were generated for Mainers who listed their place of work as Public Use Microdata Area 23790, which includes Portland, Westbrook, and South Portland. This PUMA includes just under 239,000 workers. Numerical estimates were scaled to reflect Portland's workforce of 66,150, according to the Q4 2021 Quarterly Census of Employment and Wages.

Notes

¹ Maine Center for Economic Policy, “Restoring the Value of Work,” August 2016. https://www.mecep.org/wp-content/uploads/2016/08/Minimum-wage-brief_final_08-17-16.pdf

² Arindrajit Dube and Attila S. Linder, “City Limits: What Do Local-Area Minimum Wages Do?” *National Bureau of Economic Research*, Nov 2020. https://www.nber.org/system/files/working_papers/w27928/w27928.pdf

³ Here, white non-Hispanic includes people identifying with this race/ethnicity combination alone. All others represent race and ethnicity alone or in combination with another identity. No analysis of Native Hawaiian and Pacific Islander residents was conducted, due to a small sample size.

⁴ David Cooper and Teresa Kroeger, “Employers steal billions from workers’ paychecks each year,” *Economic Policy Institute*, May 10, 2017. <https://www.epi.org/publication/employers-steal-billions-from-workers-paychecks-each-year/>

⁵ Drew McGraw, “Unequally Gracious: Gender Discrimination In Restaurant Tipping,” *Render* June 20 2014. <http://www.renderfoodmag.com/blog/2014/6/18/unequally-gracious-gender-discrimination-in-restaurant-tipping>

⁶ Michael Lynn et al., “Consumer Racial Discrimination in Tipping: A Replication and Extension,” 2008. <https://www.wagehourlitigation.com/wp-content/uploads/sites/215/2015/10/cornell.pdf>

⁷ Tom Jacobs, “Attractive Servers Get Bigger Tips,” *Pacific Standard*, Jun 14, 2017. <https://psmag.com/economics/attractive-servers-get-bigger-tips>

⁸ Restaurant Opportunities Center United, “Take Us Off the Menu: The Impact of Sexual Harassment in the Restaurant Industry,” May 2018. <https://rocunited.org/wp-content/uploads/sites/7/2020/02/TakeUsOffTheMenuReport.pdf> and Becky Sullivan, “Tips And ‘Service With A Smile’ Rules Fuel Sex Harassment In Restaurants, Study Says,” *National Public Radio*, July 22, 2021. <https://www.npr.org/2021/07/22/1019017172/tips-and-service-with-a-smile-drive-sexual-harassment-in-restaurants-study-find>

⁹ James Myall, “A Higher Minimum Wage is Good for Tipped Workers,” *Maine Center for Economic Policy*, Apr 4, 2017. <https://www.mecep.org/blog/a-higher-minimum-wage-is-good-for-tipped-workers/>

¹⁰ San Francisco Office of Labor Standards Enforcement, *Historical San Francisco Minimum Wages*, <https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee>

¹¹ Oregon Bureau of Labor and Industries, *Oregon Minimum Wage*. <https://www.oregon.gov/boli/workers/pages/minimum-wage.aspx>

¹² For a list of occupations see <https://www.epi.org/publication/minimum-wage-simulation-model-technical-methodology/>

¹³ National Women’s Law Center, *Tipped Workers by State*, Feb 2021. <https://nwlc.org/wp-content/uploads/2021/02/Women-Tipped-Workers-State-by-State-2021-v3.pdf>

¹⁴ James Myall, “State of Working Maine 2020,” *Maine Center for Economic Policy*, Nov 9, 2020. <https://www.mecep.org/maines-economy/report-state-of-working-maine-2020/>



Housing Needs Assessment

Portland city

Housing Needs Assessment

Portland city

Introduction

The Housing Needs Assessment reviews demographic, economic, housing market, and affordability trends in Portland city to help identify trends and challenges in the local housing market and inform local housing priorities and policies.

Housing priorities should be informed by both a community's values and the conditions in its housing market. An analysis of housing market conditions can identify where a housing market is failing to meet the needs of community members. After this is completed, a community's values then determine which failures in the housing market a community should prioritize.

The following assessment utilizes data from a variety of sources, each listed at the bottom of the chart, graph, or map. For more information on these sources, please see the "Sources" Section of the document.

Population Trends

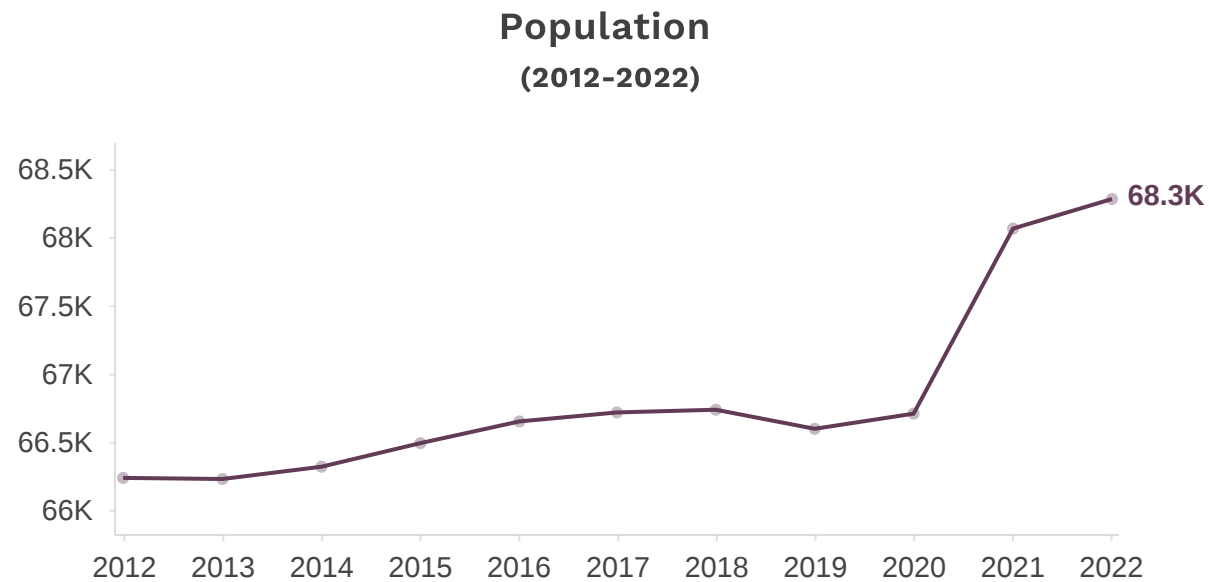
Portland city

Population Trends

To assess current and future housing needs, it is important to understand a region's demographic trends. Changes in total population, household size, and age distribution impact the amount and type of housing needed, and an understanding of economic and racial disparities within the region can highlight which groups are likely to face inequitable access to affordable, quality homes.

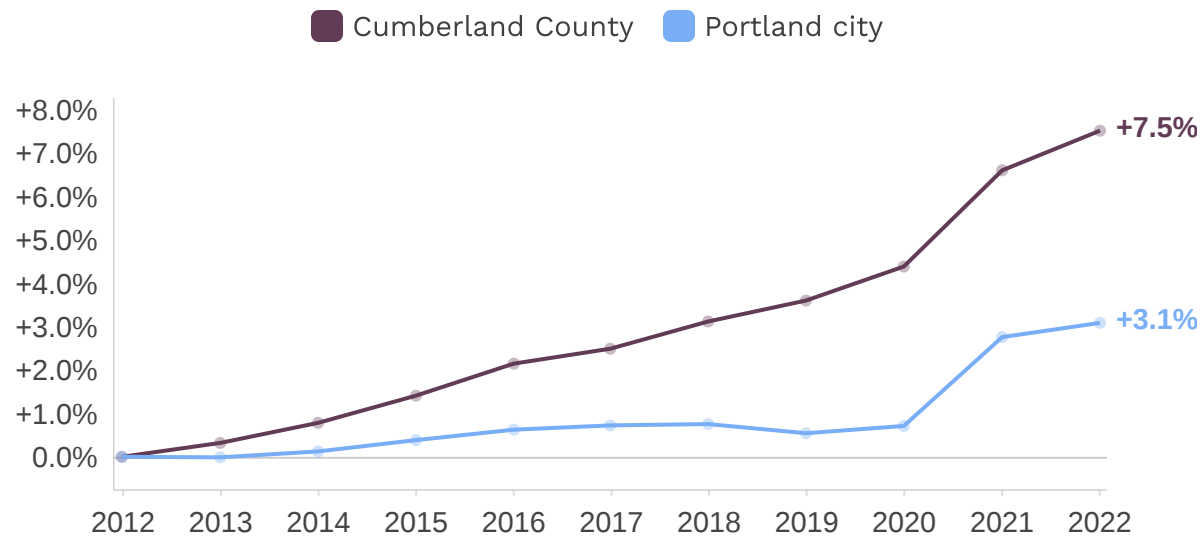
Population

From 2012 to 2022, Portland city's population increased by 3.1% while Cumberland County's population increased by 7.5%.



Source: American Community Survey (ACS), US Census Bureau

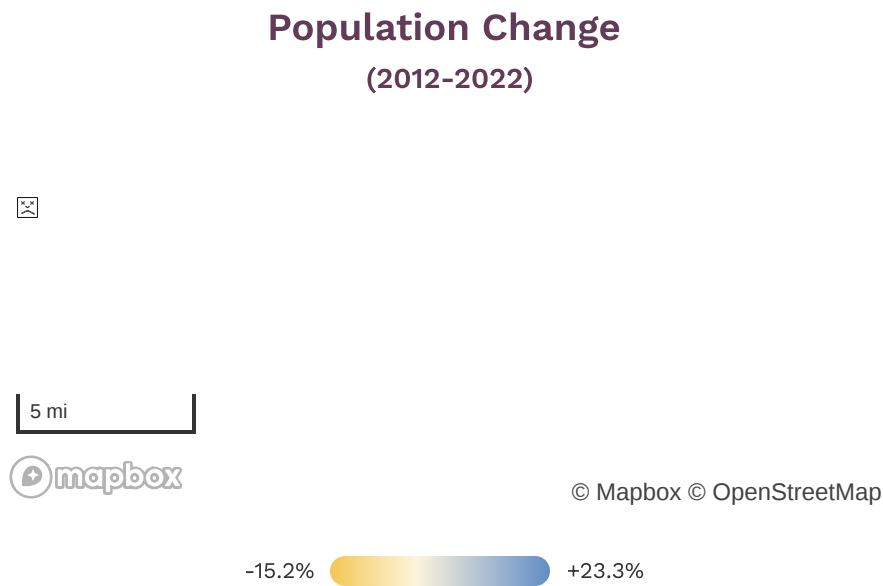
Comparative Population Change (2012-2022)



Source: American Community Survey (ACS), US Census Bureau

Population Growth and Density

On average, there were 3,170 people per square mile in Portland city in 2022.



Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk.

Source: American Community Survey (ACS), US Census Bureau

Regional Population Density Comparison (2022)



5 mi



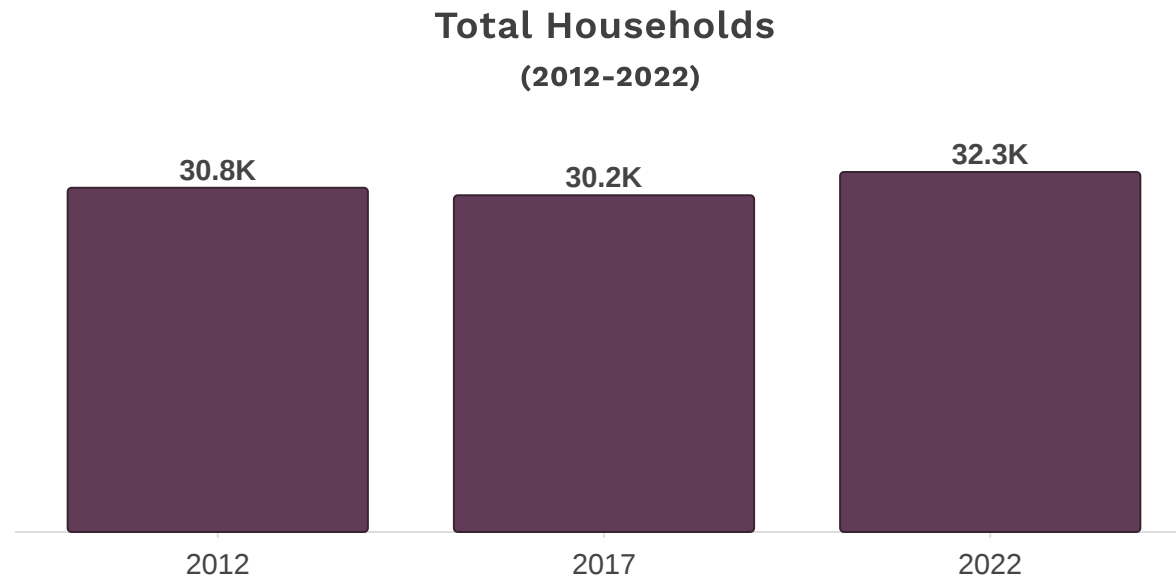
© Mapbox © OpenStreetMap

283 22,645

Source: American Community Survey (ACS), US Census Bureau

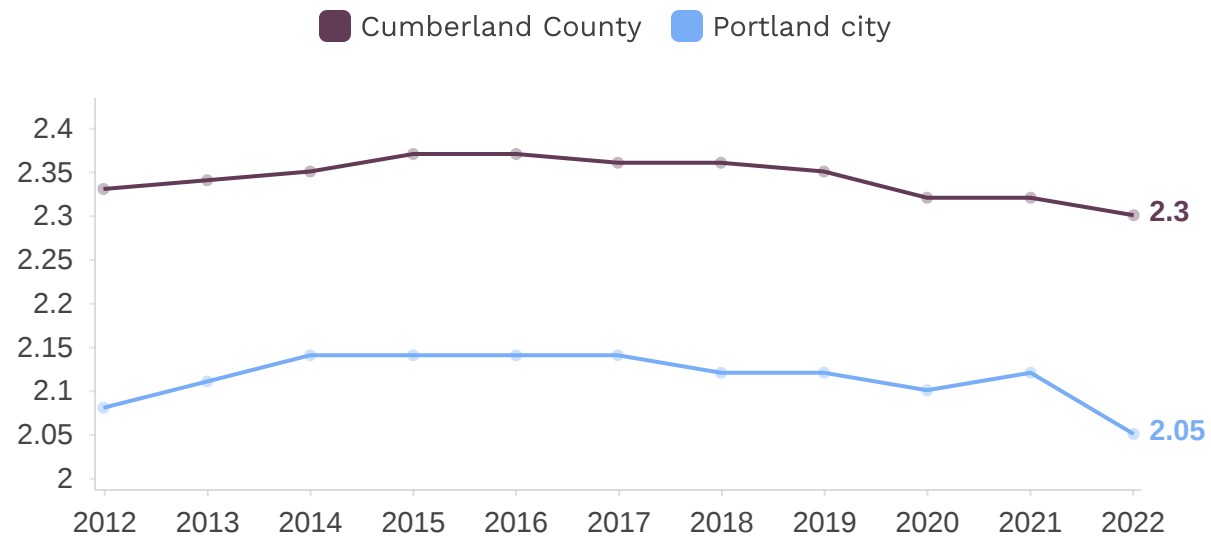
Households and Household Size

In 2022, there were 32,253 households in Portland city. From 2012 to 2022, the total number of households increased by 4.6%. 35.7% of all households were 2 person households.



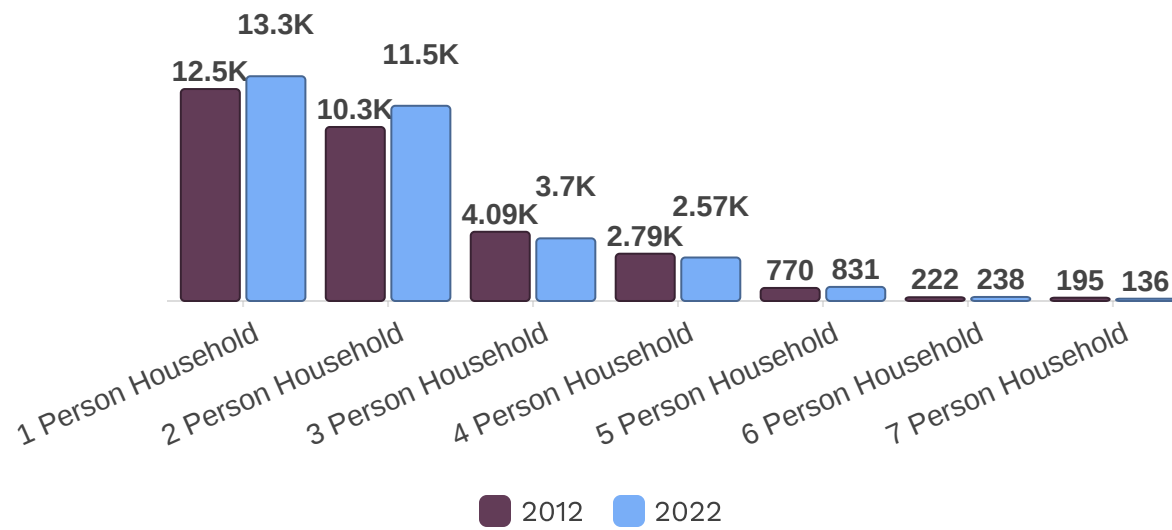
Source: American Community Survey (ACS), US Census Bureau

Average Household Size (2012-2022)



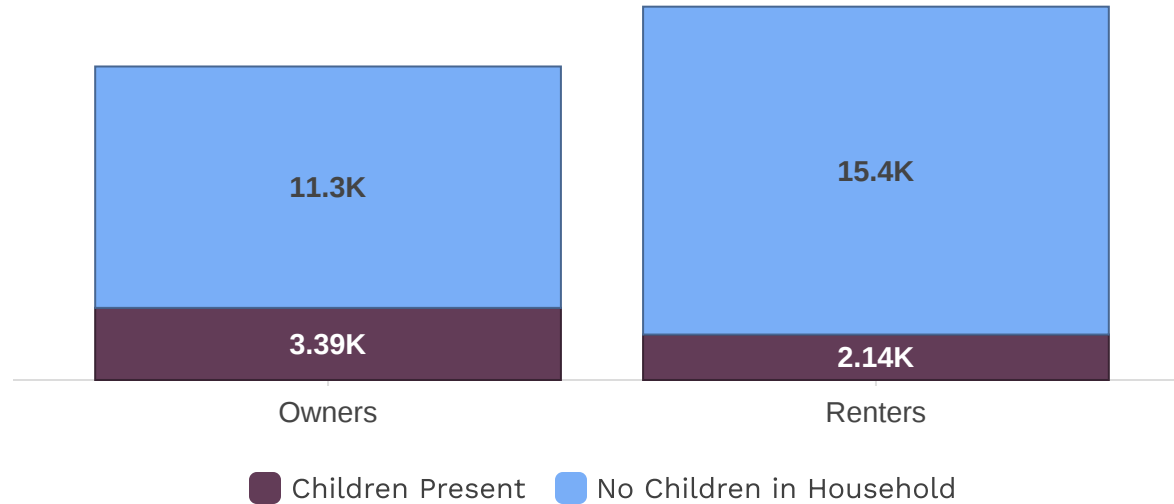
Source: American Community Survey (ACS), US Census Bureau

Distribution of Household Size



Source: American Community Survey (ACS), US Census Bureau

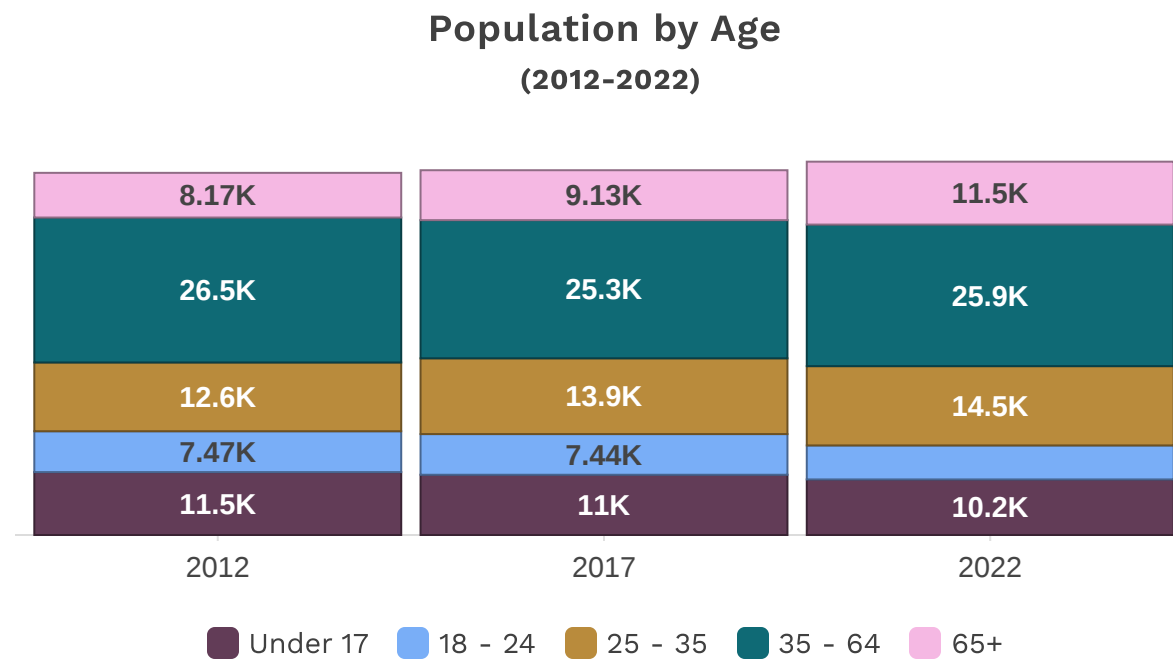
Households by Tenure and Presence of Children (2022)



Source: American Community Survey (ACS), US Census Bureau

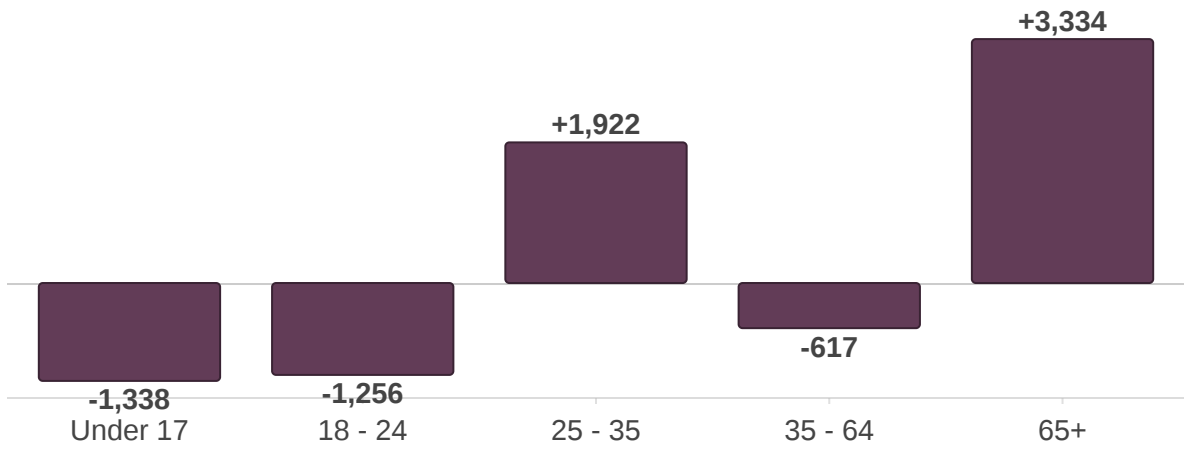
Age

37.9% of residents in Portland city were between the ages of 35 - 64 in 2022, the largest share of all age groups. 16.8% of residents in Portland city were 65 years or older, up from 15.3% in 2021.



Source: American Community Survey (ACS), US Census Bureau

**Change in Age Distribution
(2012-2022)**

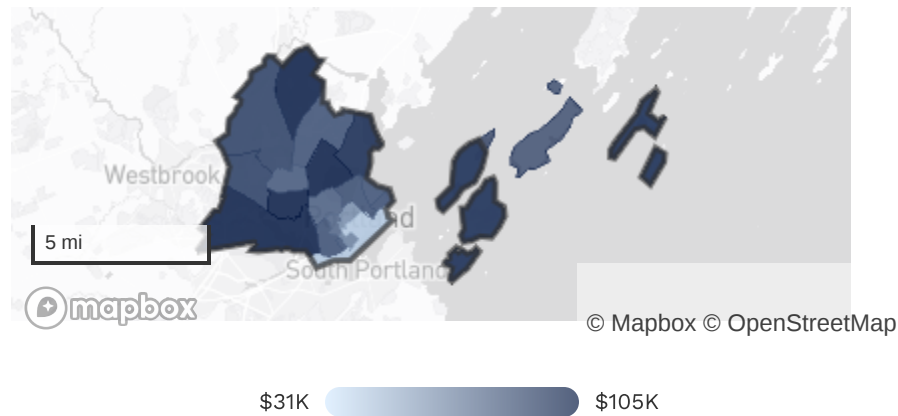


Source: American Community Survey (ACS), US Census Bureau

Median Income

Portland city's median household income increased more than Cumberland County between 2012 and 2022. Portland city's median household income increased by \$27,011 (60.7%), while Cumberland County's median household income increased by \$30,551 (53.4%).

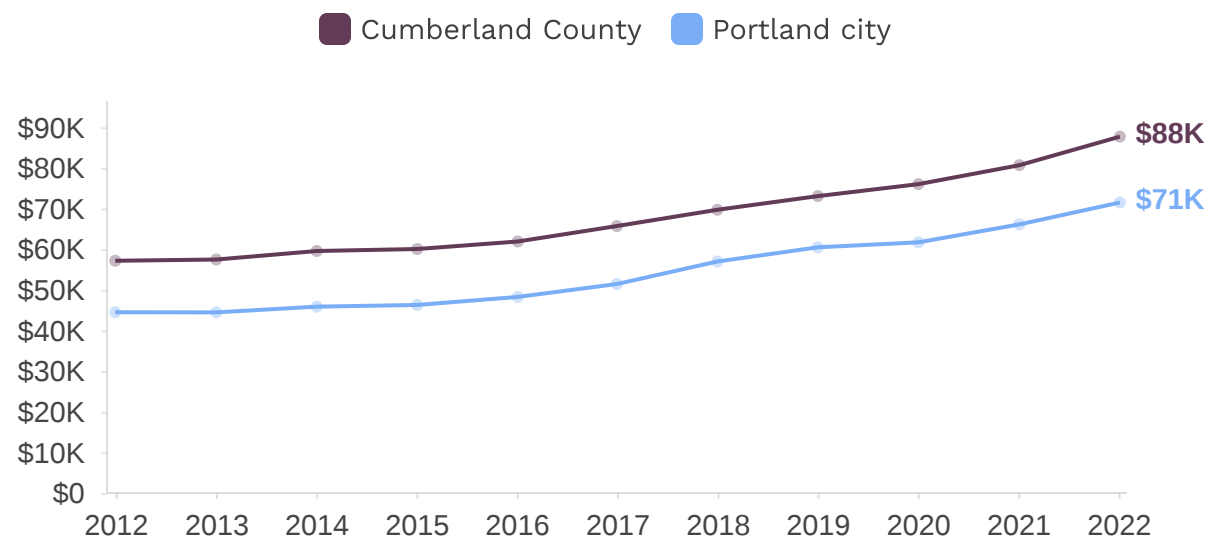
Regional Median Household Income Comparison (2022)



Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

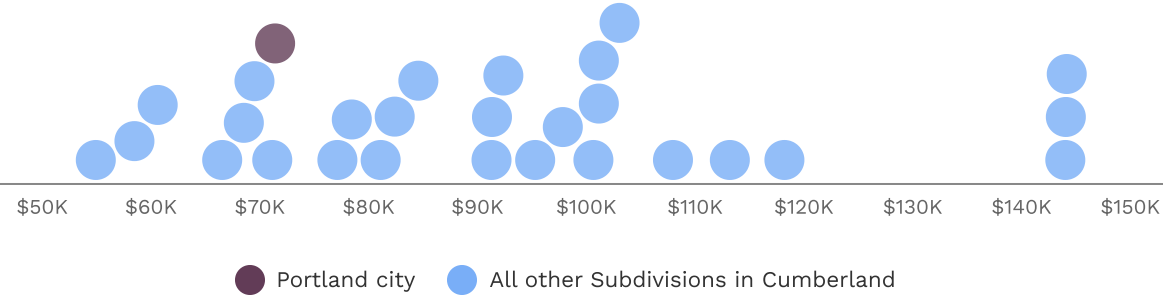
Median Household Income Over Time



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Median Household Income Comparison (2022)

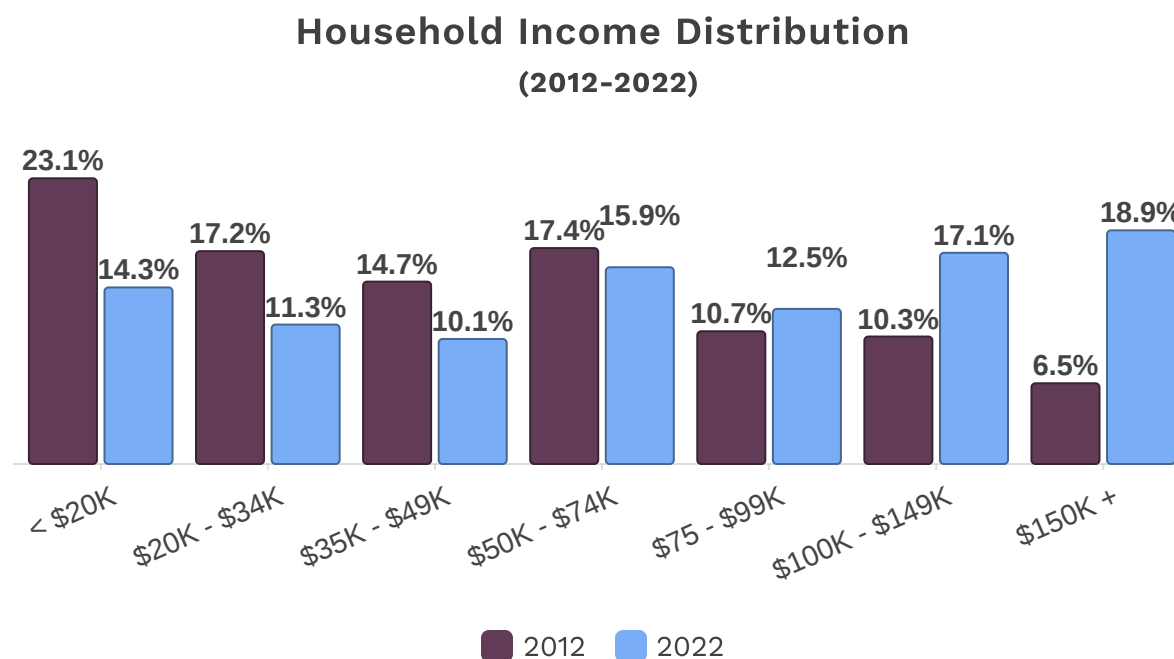


Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Income Distribution

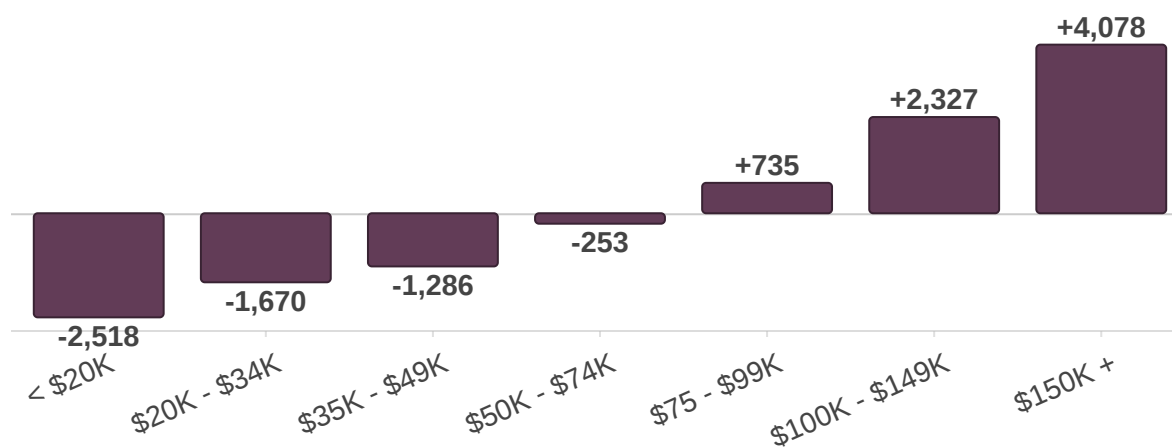
The number of Portland city households earning \$150K + increased by 4,078 households (202.8%) from 2012 to 2022. The number of Portland city households earning below < \$20K decreased by 2,518 households (35.4%).



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Change in Households by Income Group (2012-2022)

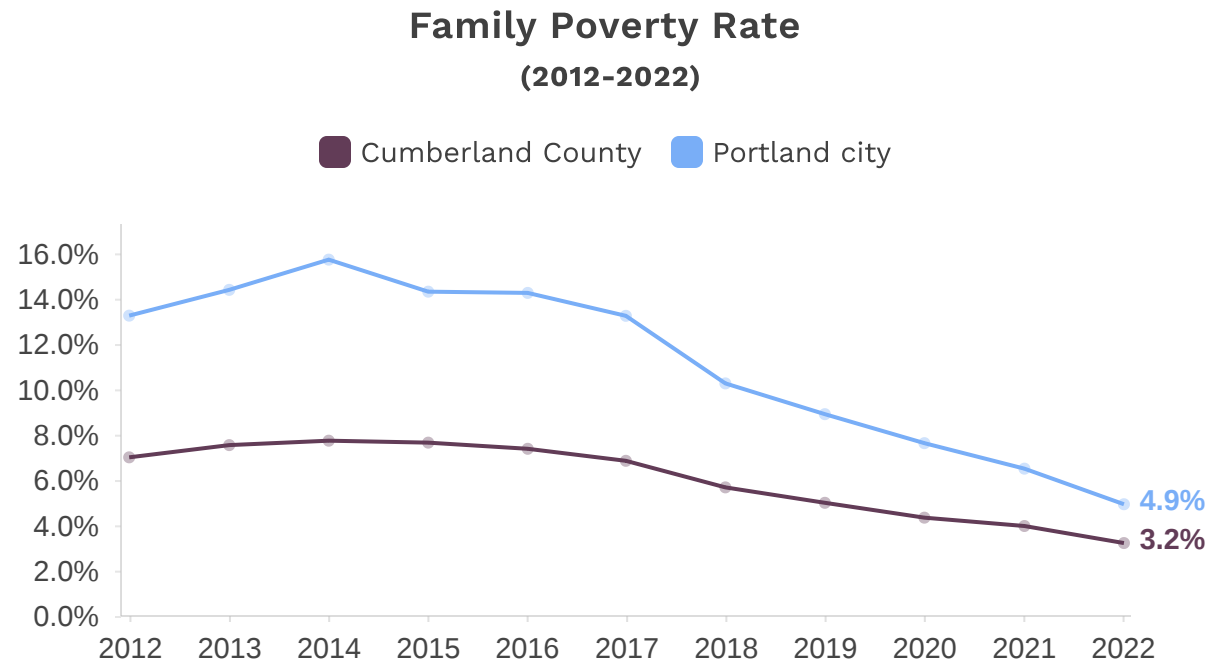


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

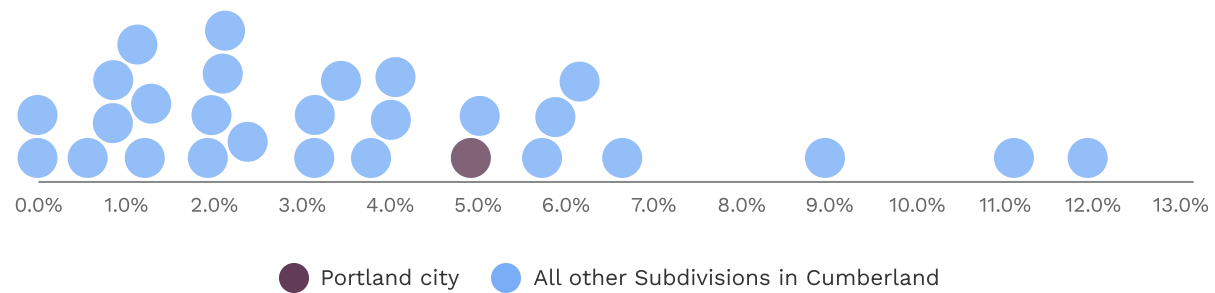
Family Poverty Rate

In 2022, 4.9% of families in Portland city lived below the poverty line, down 8.3% from 2012.



Source: American Community Survey (ACS), US Census Bureau

Family Poverty Rate Compared to Peer Regions (2022)

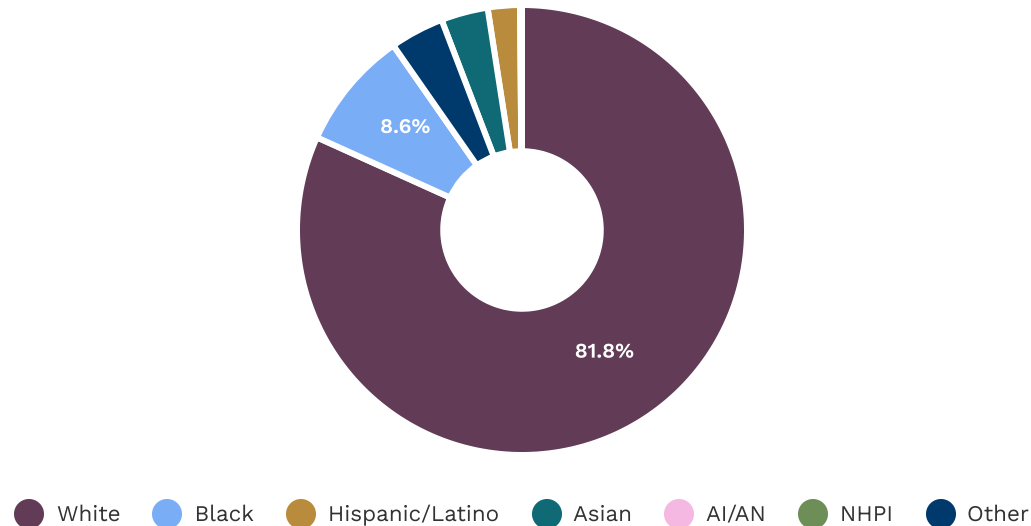


Source: American Community Survey (ACS), US Census Bureau

Racial and Ethnic Composition

In 2022, the racial/ethnic composition of households in Portland city was 85.9% white, 6.1% Black, 2.8% Asian, and 1.8% Hispanic / Latino. White households were the largest racial group (85.9%) within Portland city. The share of Black households changed from 4.3% in 2012 to 6.1% in 2022.

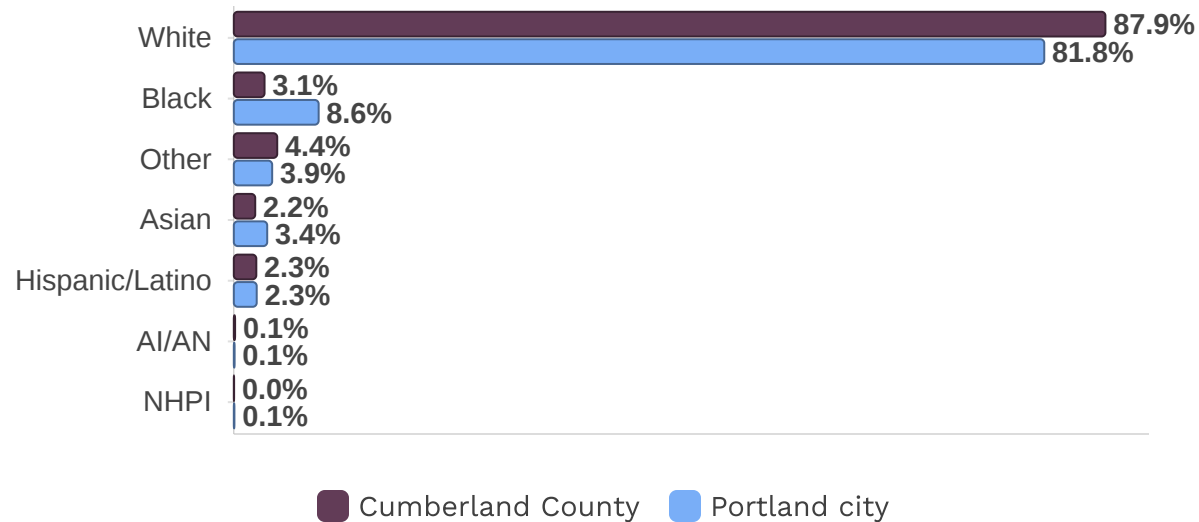
Racial and Ethnic Distribution (Population)
(2022)



Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include non-Hispanic individuals only. AI/AN - American Indian and Alaska Native. NHPI - Native Hawaiian and Other Pacific Islander. Other - Some Other Race or Two or More Races.

Source: American Community Survey (ACS), US Census Bureau

Racial and Ethnic Comparison (Population) (2022)



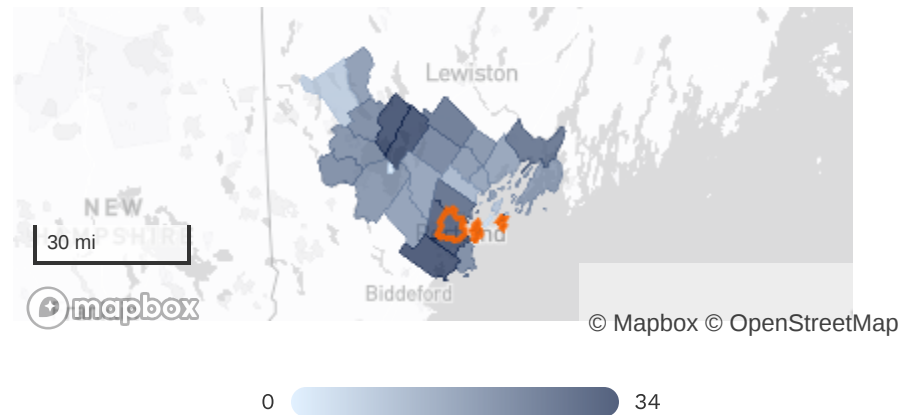
Source: American Community Survey (ACS), US Census Bureau

Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include non-Hispanic individuals only. AI/AN - American Indian and Alaska Native. NHPI - Native Hawaiian and Other Pacific Islander. Other - Some Other Race or Two or More Races.

Dissimilarity Index (Measure of Racial Segregation)

The dissimilarity index demonstrates the degree of racial segregation within specific geographic regions. A dissimilarity index of 0 demonstrates an environment of integration under which groups (in this case racial or ethnic groups) are distributed in the same proportions across all neighborhoods. A dissimilarity index of 100 indicates total segregation such that the members of one group are located in completely different neighborhoods than the second group.

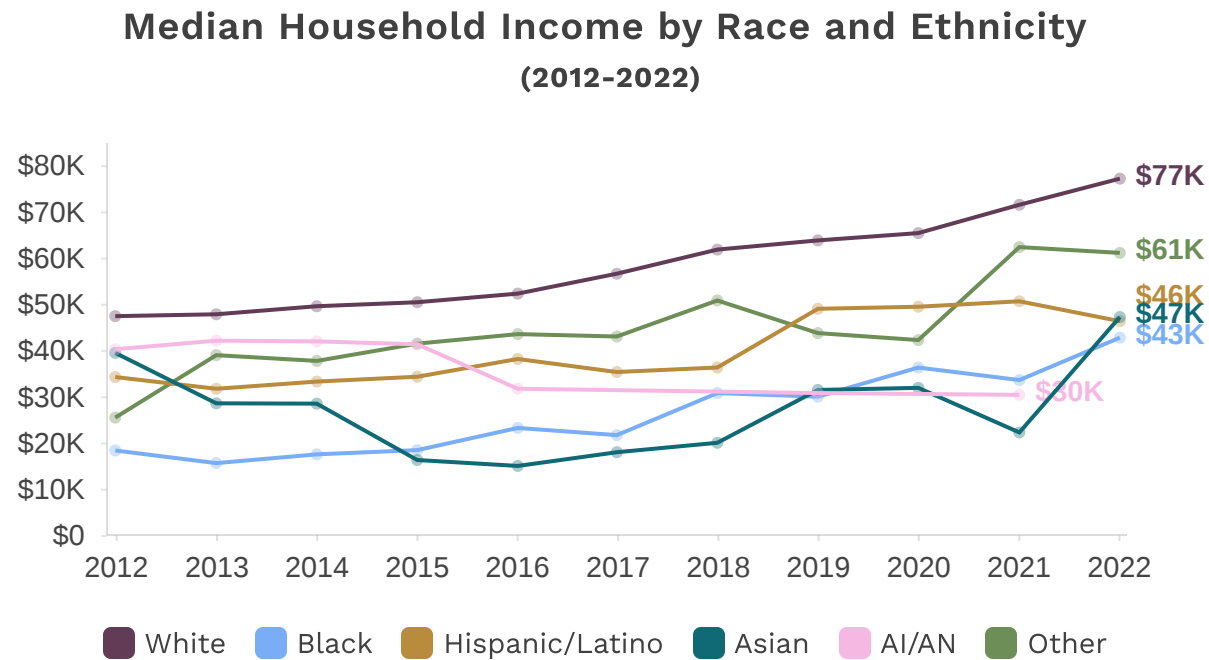
Racial Dissimilarity Index (2022)



Source: American Community Survey (ACS), US Census Bureau, and TIGER/Line Shapefiles

Income by Race and Ethnicity

The income difference in 2022 between the median Black and white household was \$34,394.

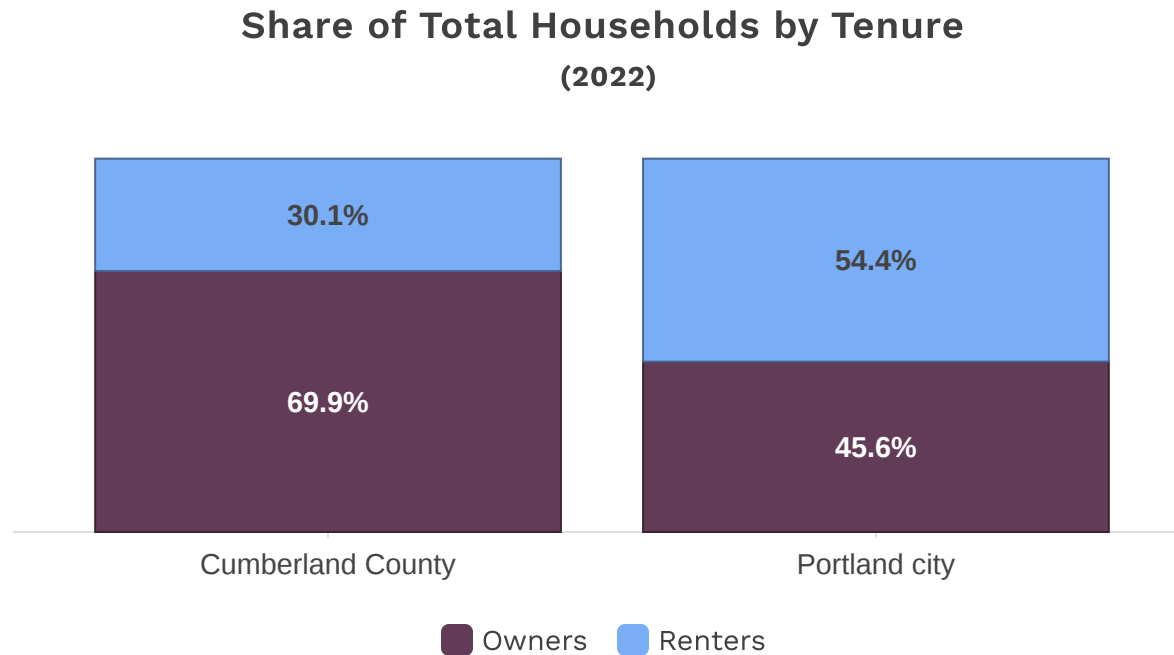


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal. Values may not be accurate for smaller geographies or geographies with very few households of a specific race or ethnicity. Race and ethnicity is provided for the head of household only. White refers to non-Hispanic White heads of household only. Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include both Hispanic and non-Hispanic individuals. AI/AN - American Indian or Alaska Native; NHPI - Native Hawaiian or Pacific Islander; Other - Some Other Race and Two or More Races.

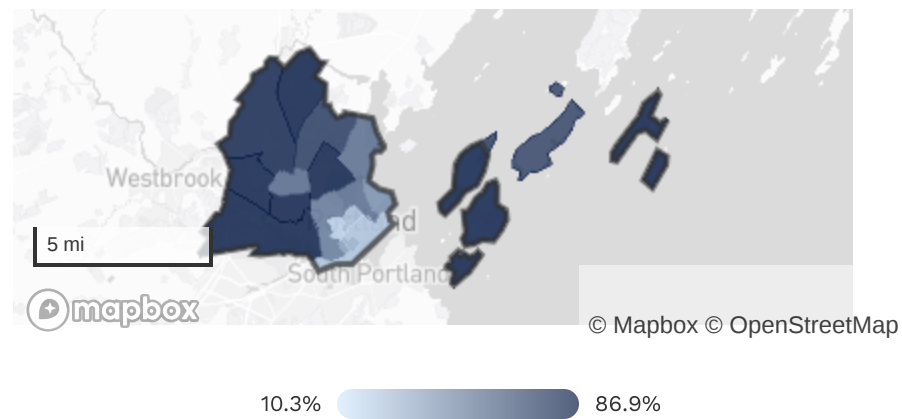
Tenure

In 2022, 54.4% of households in Portland city were renters, compared with 30.1% in Cumberland County.



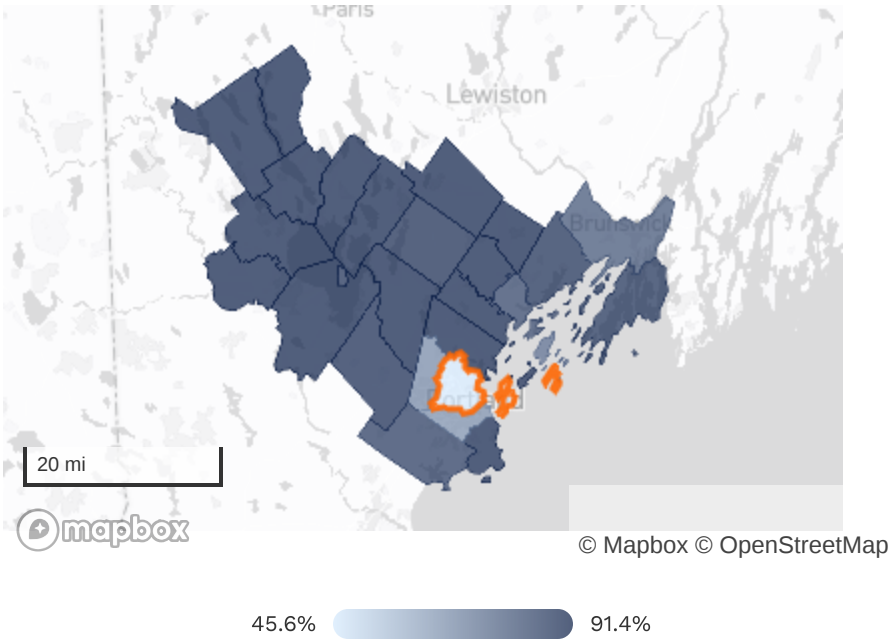
Source: American Community Survey (ACS), US Census Bureau

Homeownership Rate (2022)



Source: American Community Survey (ACS), US Census Bureau

Homeownership Rates by Peer Regions (2022)

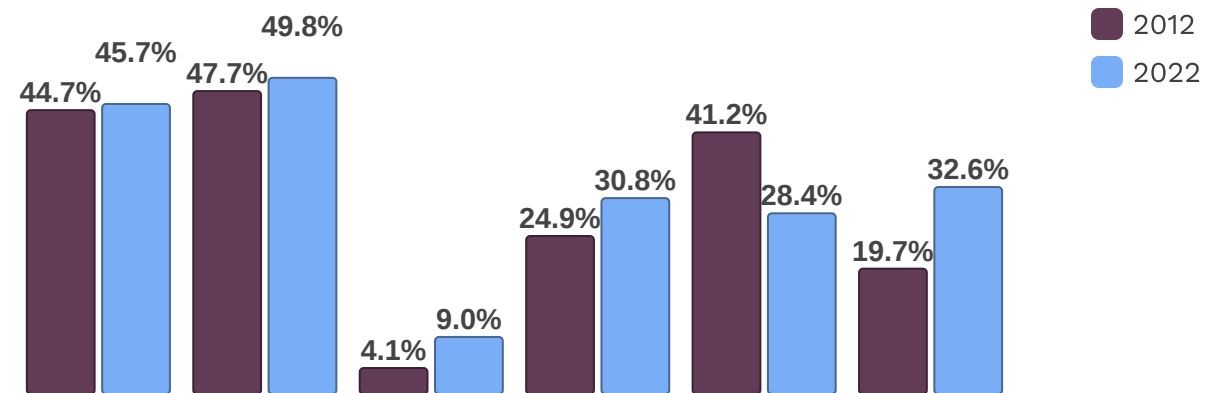


Source: American Community Survey (ACS), US Census Bureau

Homeownership by Race and Ethnicity

Between 2012 and 2022, the rate of homeownership in Portland city increased by 2.2%. In Cumberland County, the homeownership rate rose by 2.6%. For Black households in Portland city, homeownership rates were -40.8% less than white households in 2022.

**Homeownership Rate by Householder Race and Ethnicity
(2012-2022)**

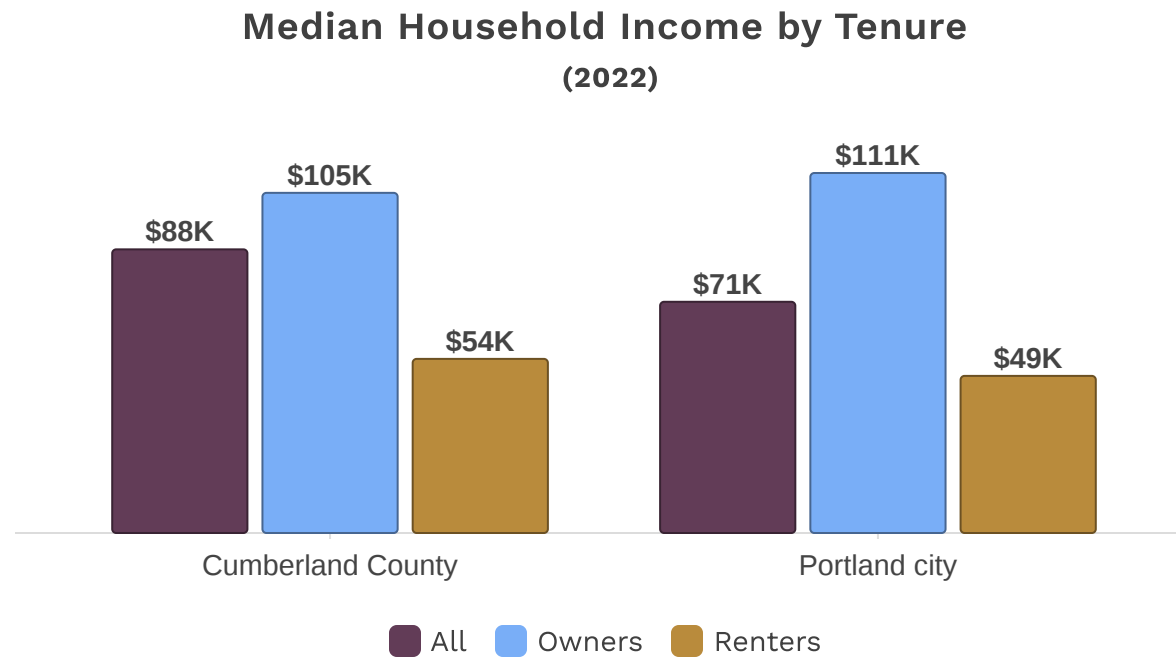


Source: American Community Survey (ACS), US Census Bureau

Values may not be accurate for smaller geographies or geographies with very few households of a specific race or ethnicity. White refers to non-Hispanic White heads of household only. Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include both Hispanic and non-Hispanic individuals. AI/AN - American Indian or Alaska Native; NHPI - Native Hawaiian or Pacific Islander; Other - Some Other Race and Two or More Races.

Median Income and Tenure

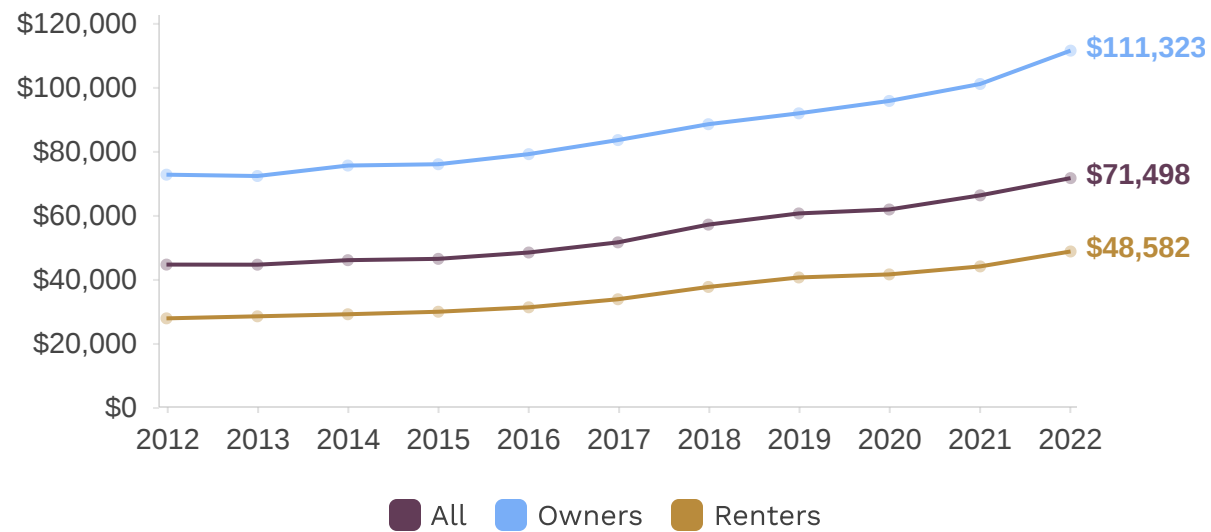
In 2022, median income for owner households was \$62,741 more than renter households in Portland city. For Cumberland County, the difference between owner and renter households was \$51,343.



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Median Household Income Over Time by Tenure (2012-2022)

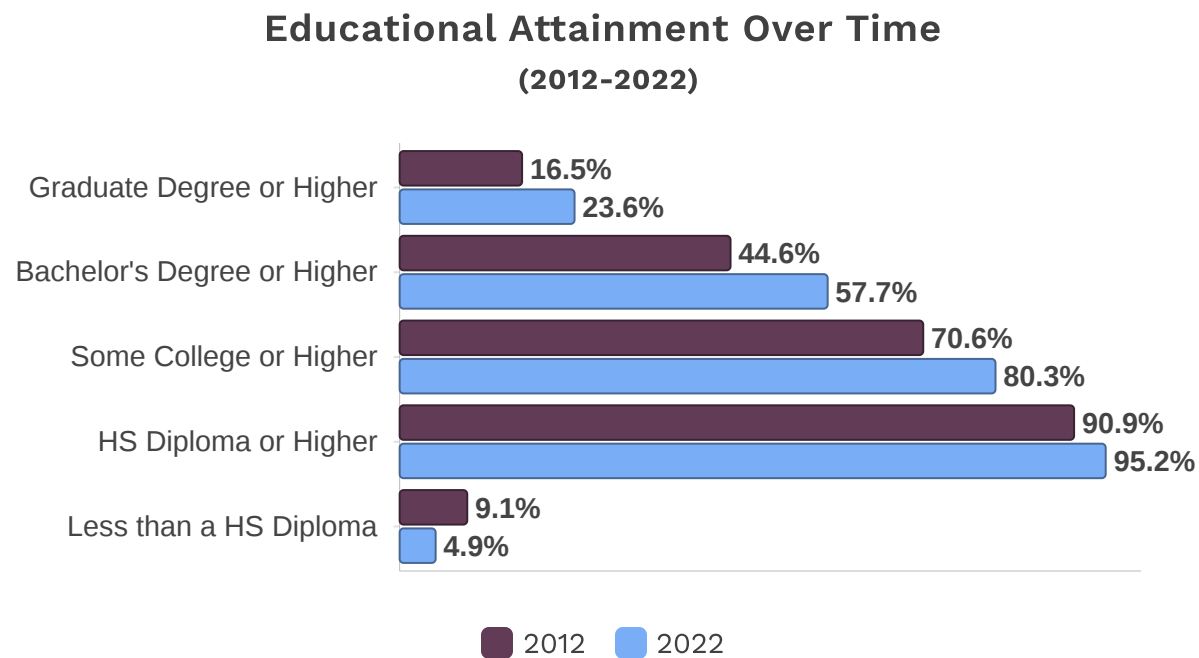


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

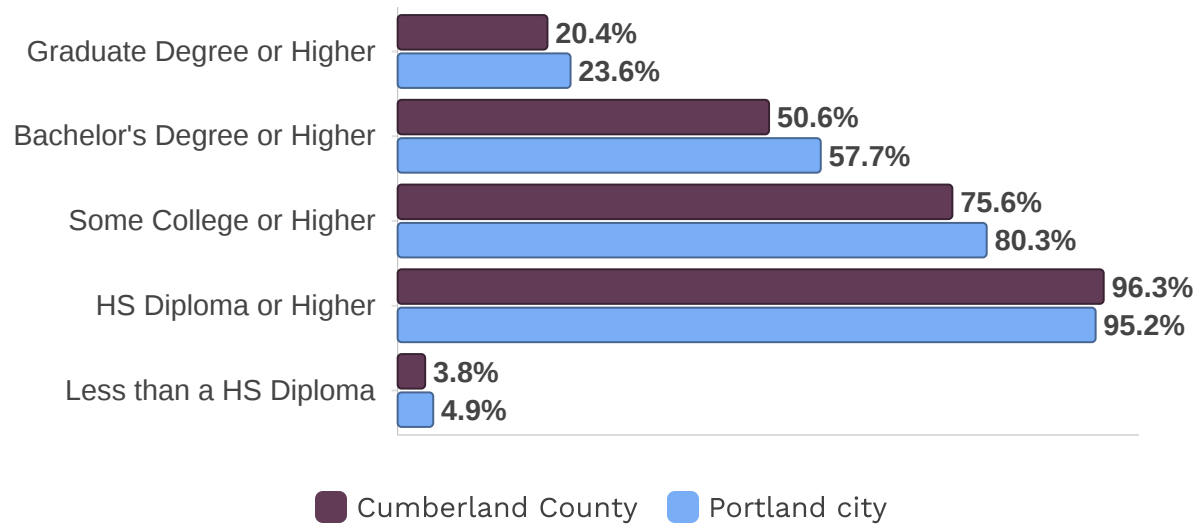
Education

57.7% of the population in Portland city had at least a college degree in 2022, up 13.1% from 2012. 95.2% of the population had a high school diploma, up 4.3% from 2012.



Source: American Community Survey (ACS), US Census Bureau

Comparative Educational Attainment (2022)



Source: American Community Survey (ACS), US Census Bureau

Median Earnings by Educational Attainment

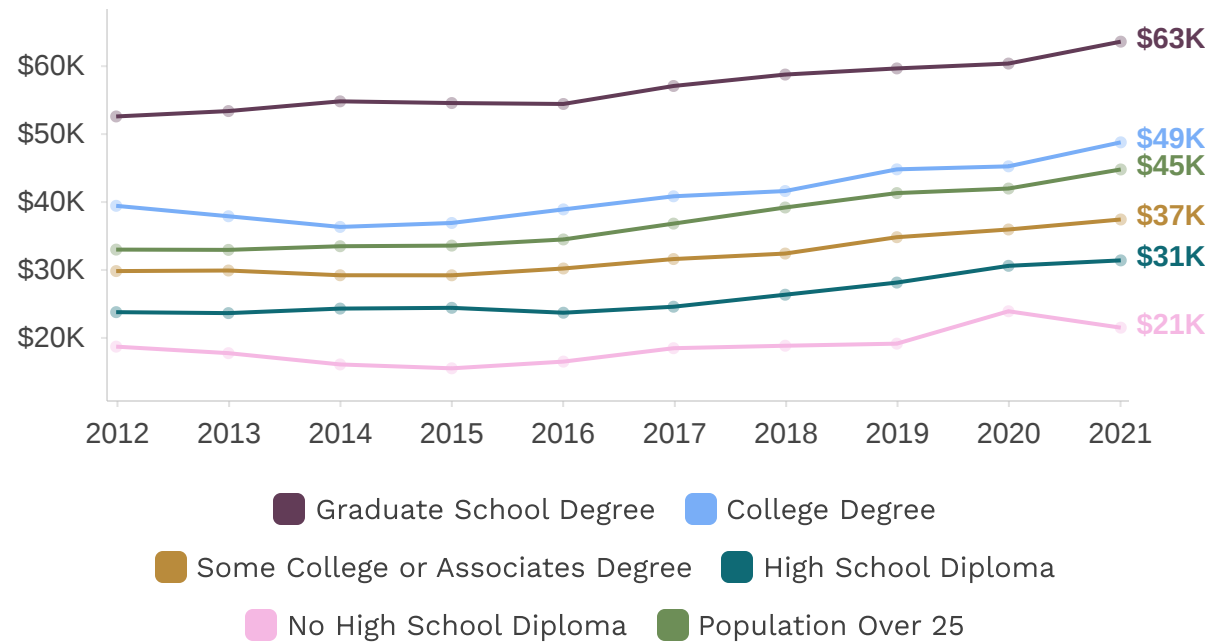
In 2022, residents with a college degree earned on average \$17,115 more than residents with only a high school diploma.

Median Individual Income by Educational Attainment (2022)

Education Level ▲	Cumberland County	Portland city
No High School Diploma	\$30,226	\$20,326
High School Diploma	\$39,336	\$34,002
Some College	\$46,458	\$41,436
College Degree	\$58,206	\$51,117
Graduate Degree	\$76,244	\$68,212
Population Over 25	\$53,078	\$48,760

Source: American Community Survey (ACS), US Census Bureau

Median Income Over Time by Educational Attainment (2012-2022)

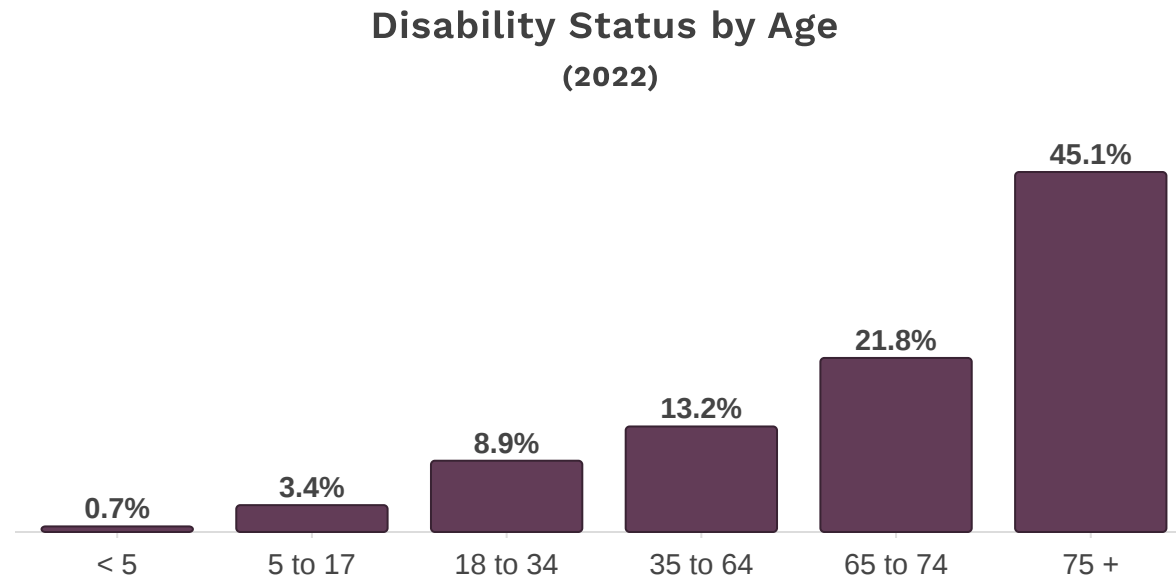


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Disability

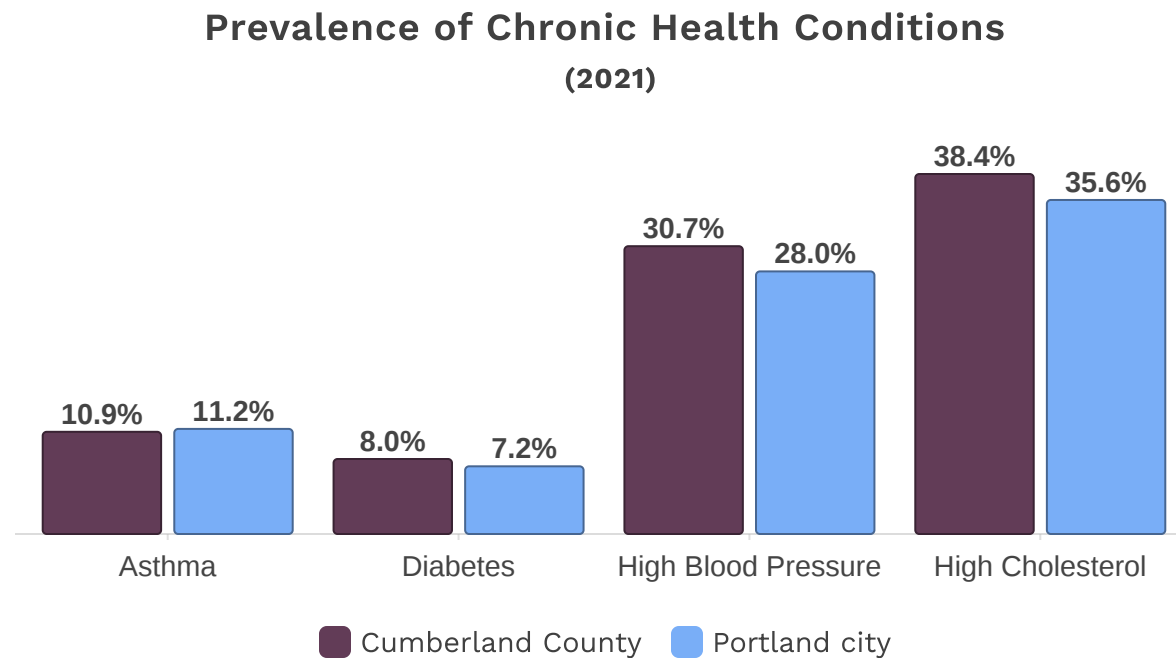
In 2022, 45.1% of people aged 75 and older had a disability in Portland city. The share of all residents with a disability increased by 0.9% between 2012 and 2022, more than in Cumberland County overall.



Source: American Community Survey (ACS), US Census Bureau

Health Outcomes

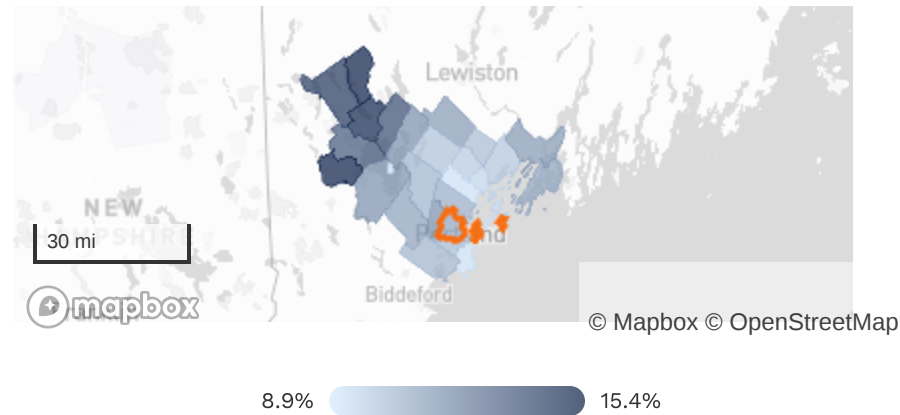
In 2021, 10.8% of the population over 18 years old in Portland city had poor or fair health, as defined by the American Community Survey.



Source: PLACES, US Centers for Disease Control and Prevention (CDC)

Note: The latest year of this dataset is 2021.

Regional Rates of Poor or Fair Health Comparison (2021)



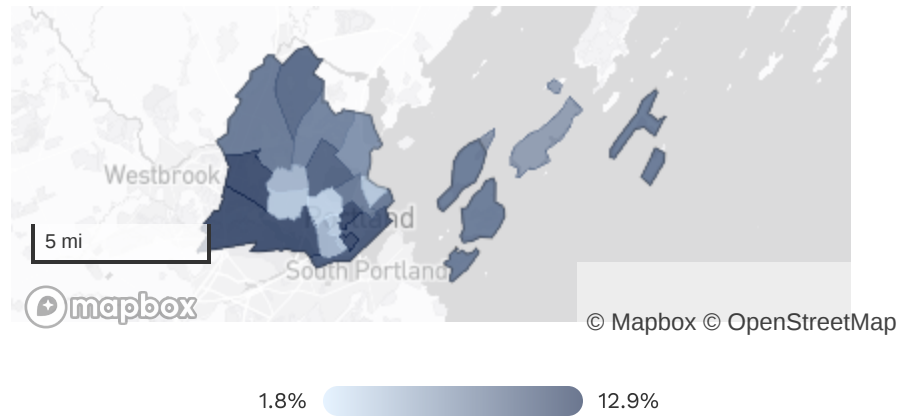
Note: The latest year of this dataset is 2021.

Source: PLACES, US Centers for Disease Control and Prevention (CDC)

Internet Access

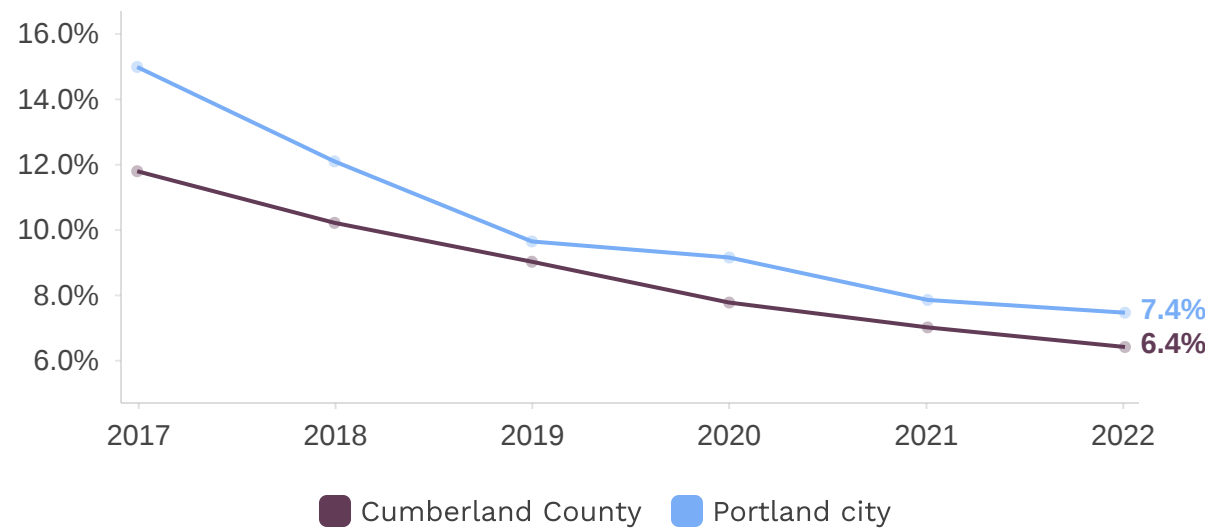
In 2022, 2,399 households in Portland city did not have internet access in their home (7.4% of all households). Internet access refers to whether or not a household uses or connects to the internet, regardless of whether or not they pay for the service to do so.

Share of All Households Without Internet Access (2022)



Source: American Community Survey (ACS), US Census Bureau

Share of All Households Without Internet Access Over Time (2017-2022)



Source: American Community Survey (ACS), US Census Bureau

Economic Trends

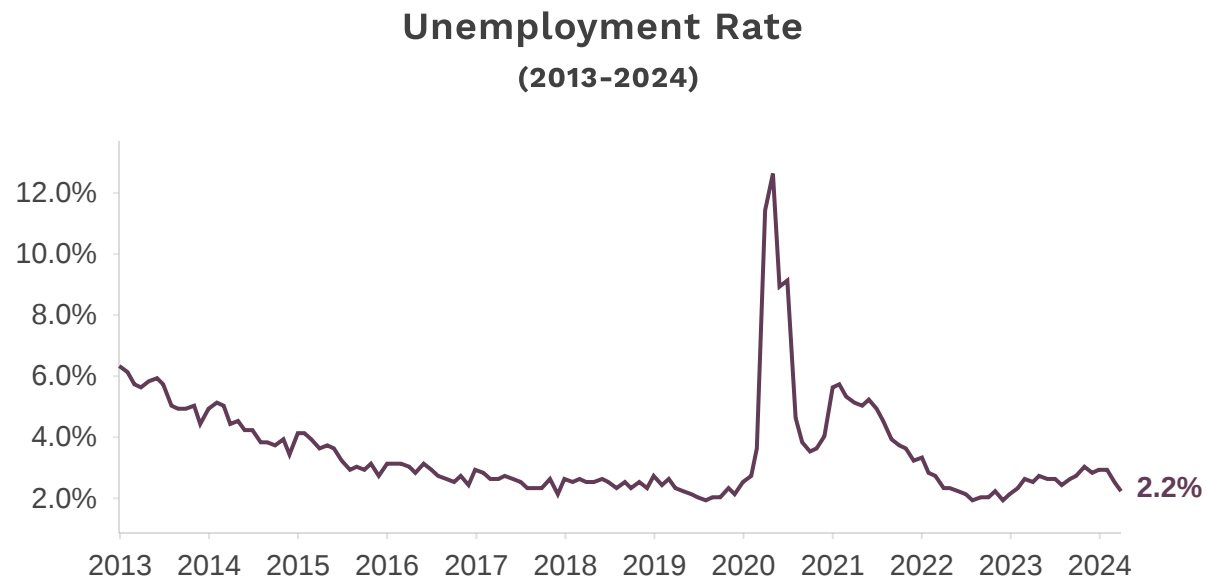
Portland city

Economic Trends

Economic trends in a region, including changes in employment, industries and locations of jobs, impact current and future housing needs. Information about economic trends offers insight into where new housing may be needed and what households can afford to pay for housing based on wages.

Employment

Between 2013 to 2023, the unemployment rate decreased from 5.4% to 2.6% in Portland city.



Source: Local Area Unemployment Statistics (LAUS), US Bureau of Labor Statistics (BLS), except for data for the US overall, which comes from the Current Population Survey (CPS) Labor Force Statistics, US BLS.

Top Occupations and Their Wages

The occupations in Portland-South Portland CBSA, ME with the largest number of employees in 2023 were:

1. Retail Salespersons (6,150 workers; \$35,780 median annual wage);
2. Home Health and Personal Care Aides (6,060 workers; \$36,520); and,
3. General and Operations Managers (5,390 workers; \$99,860).

Note that this data is shown for Portland-South Portland CBSA, ME. Metropolitan areas are the lowest geographic level for data from the Occupational Employment and Wage Statistics (OEWS).

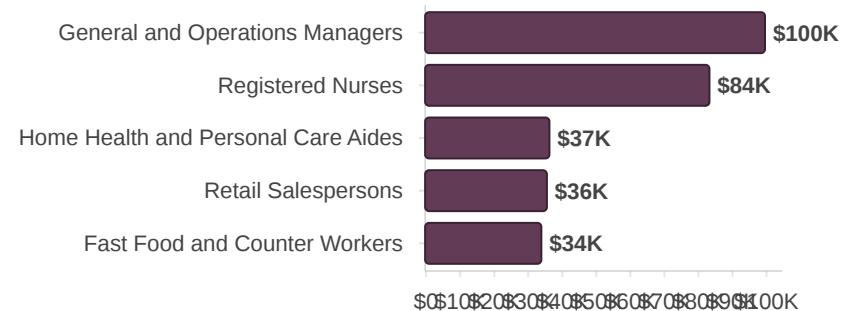
**Top 5 Occupations by Total Employment
(2023)**



Source: Occupational Employment and Wage Statistics (OEWS), US Bureau of Labor Statistics (BLS)

Employment data are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest total employment across all industries.

**Median Annual Wages in 5 Largest
Occupations by Total Employment
(2023)**



Source: Occupational Employment and Wage Statistics (OEWS), US Bureau of Labor Statistics (BLS)

Median annual wages are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest total employment across all industries.

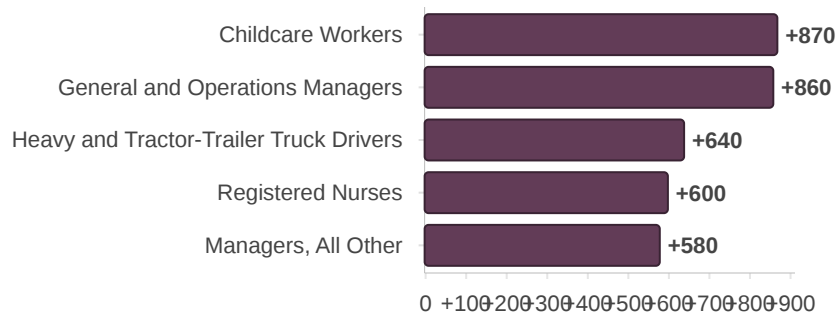
Occupations with the Largest Job Growth

The occupations in Portland-South Portland CBSA, ME that saw the largest net increase in the number of employees between 2018 and 2023 were:

1. Childcare Workers (+870 workers; \$34,340 median annual wage in 2023);
2. General and Operations Managers (+860 workers; \$99,860); and,
3. Heavy and Tractor-Trailer Truck Drivers (+640 workers; \$51,880).

Note that this data is shown for Portland-South Portland CBSA, ME. Metropolitan areas are the lowest geographic level for data from the Occupational Employment and Wage Statistics (OEWS).

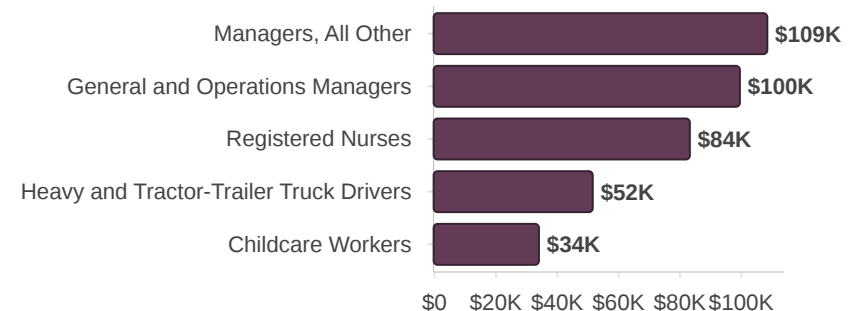
Occupations with the Largest 5-Year Job Growth (2018-2023)



Source: Occupational Employment and Wage Statistics (OEWS, US Bureau of Labor Statistics (BLS))

Job growth data are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest net increase in employment across all industries.

Median Annual Wages (2023) in Occupations with the Largest 5-Year Job Growth (2018-2023)

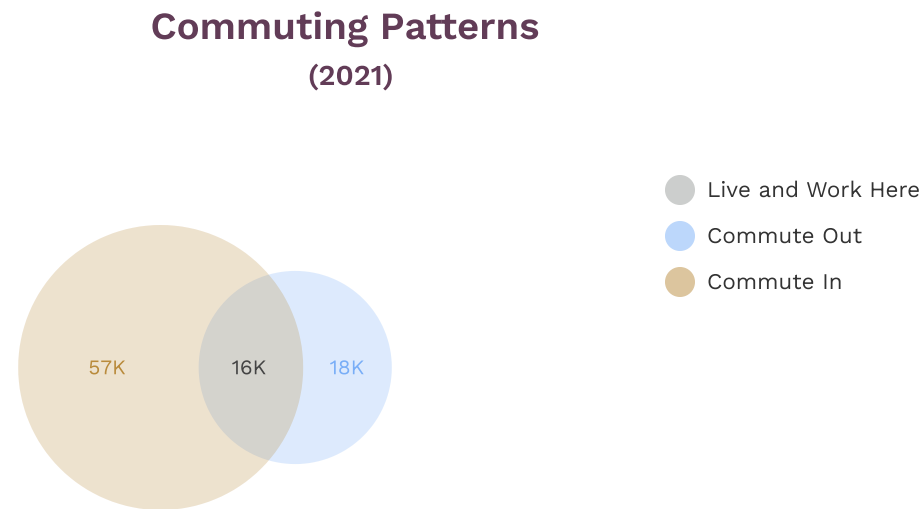


Source: Occupational Employment and Wage Statistics (OEWS, US Bureau of Labor Statistics (BLS))

Median annual wages from 2023 are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest net increase in employment across all industries.

Commuting Patterns

Among the employed residents of Portland city, 47.7% (16,024 workers) both live and work in Portland city, while 52.3% (17,567 workers) commute out for work. An additional 57,102 workers come to Portland city for work but live elsewhere, meaning 78.1% of the people who work in Portland city do not live in Portland city.



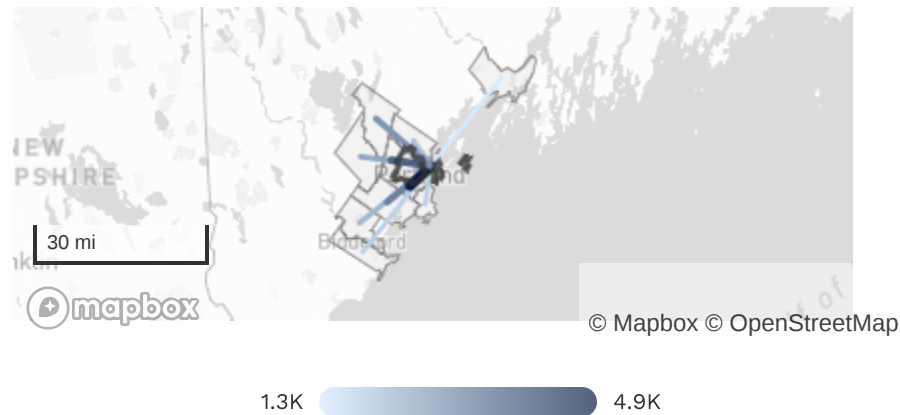
Note: The latest year of this dataset is 2021.

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) Origin-Destination Employment Statistics (LODES), Origin-Destination Files

Commuter Inflow

The main points of origin of commuter households into Portland city in 2021 were South Portland city (4,867 commuters), Westbrook city (3,457 commuters), Scarborough town (2,986 commuters), and Windham town (2,659 commuters).

Top Commuter Origins (2021)



Note: The latest year of this dataset is 2021.

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Total Commuters by Origin (2021)

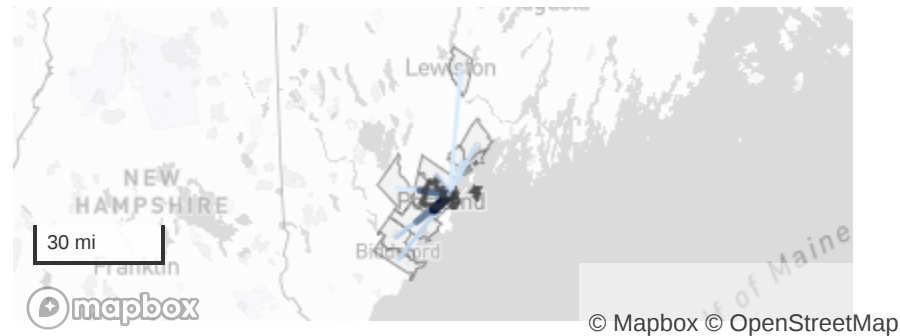
Origin	2021 ▲
Brunswick town	1,319
Cape Elizabeth town	1,712
Biddeford city	1,737
Falmouth town	1,950
Saco city	2,132
Gorham town	2,352
Windham town	2,659
Scarborough town	2,986
Westbrook city	3,457
South Portland city	4,867

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Commuter Outflow

The main destinations of commuting households out of Portland city in 2021 were South Portland city (3,267 commuters), Westbrook city (1,982 commuters), Scarborough town (1,748 commuters), and Falmouth town (880 commuters).

Top Commuter Destinations (2021)



411 3.3K

Note: The latest year of this dataset is 2021.

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Total Commuters by Destinations (2021)

Destination	2021 ▲
Lewiston city	411
Gorham town	412
Yarmouth town	472
Freeport town	545
Biddeford city	660
Saco city	747
Falmouth town	880
Scarborough town	1,748
Westbrook city	1,982
South Portland city	3,267

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)



Housing Supply Trends

Portland city

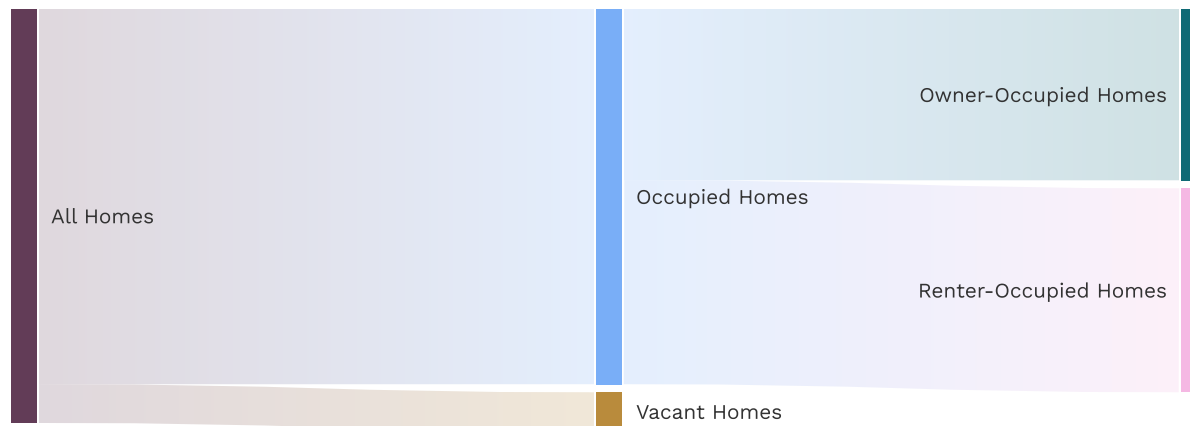
Housing Supply Introduction

This section explores overall housing supply— the total number of homes in a region, as well as their type, tenure, quality, and cost. The overall availability of housing for rent and for sale is an important indicator of a housing market’s ability to welcome new households and support housing choice for existing residents. Housing availability and affordability are closely linked; the Affordable Housing Supply section focuses on affordability trends and the supply of both naturally occurring and publicly subsidized affordable homes for lower income households.

Total Housing Stock

Of the total 32,253 occupied homes in Portland city in 2022, 45.6% were owner-occupied homes and 54.4% were renter-occupied homes. Out of all homes, 9.4% of homes were vacant.

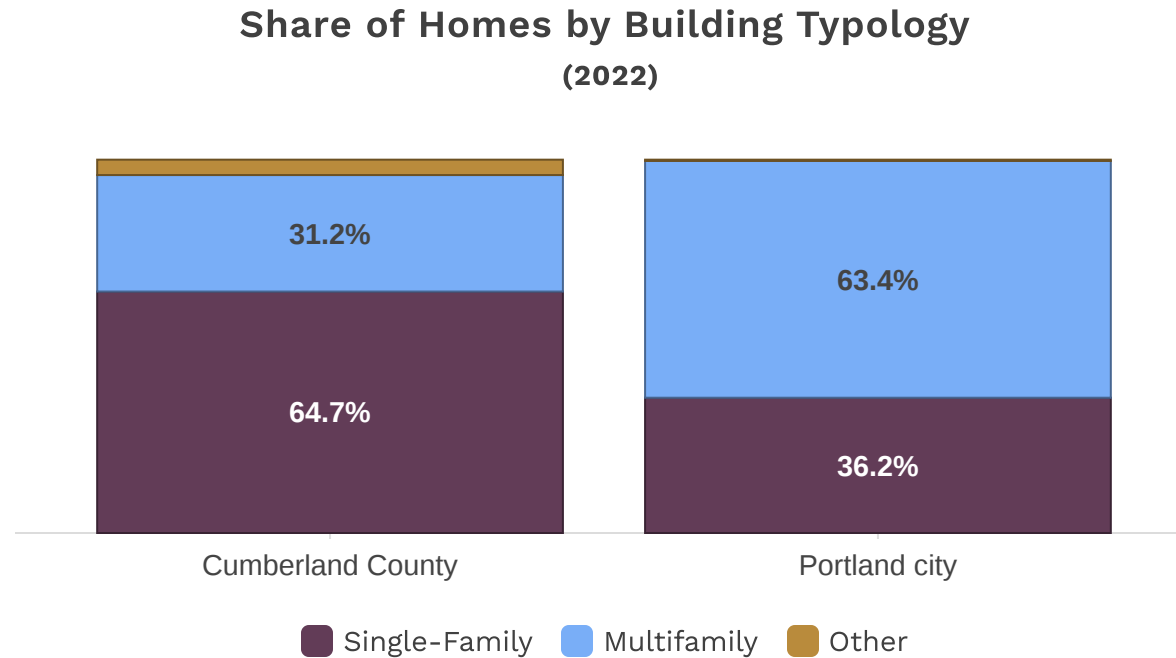
Renter and Owner Occupied Housing Stock (2022)



Source: American Community Survey (ACS), US Census Bureau

Homes by Typology

Multifamily housing made up the largest share of housing in Portland city in 2022 (63.4%, or 22,568 homes). Single family housing was next with 12,897 homes (36.2%). The number of homes in multifamily buildings (2+ units) increased by 1,897 homes between 2012 and 2022.

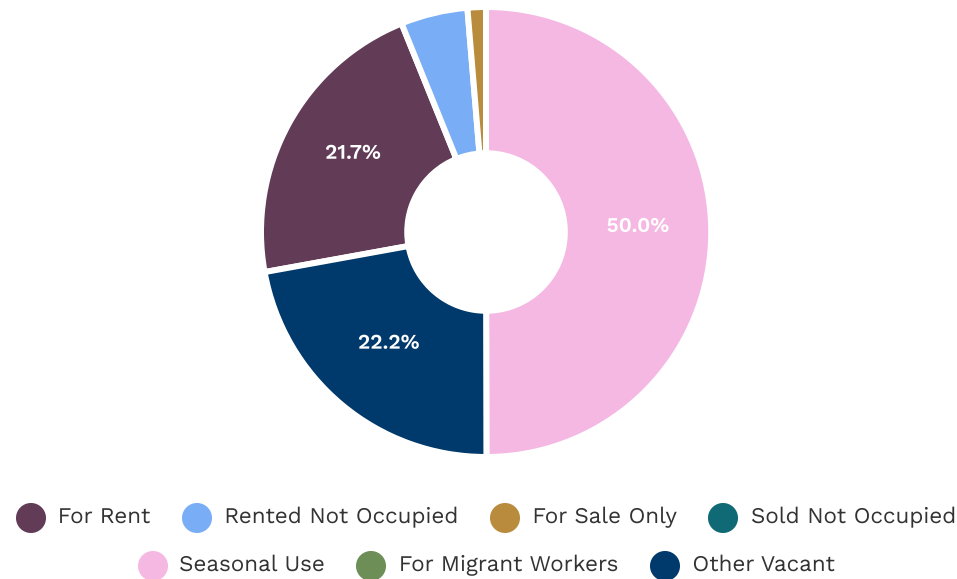


Source: American Community Survey (ACS), US Census Bureau

Vacancy Trends

When determining the share of housing stock available for new renters and owners, only homes that are 'for rent' and 'for sale only' can be occupied by new renters and owners. So while 3,332 of homes were vacant in Portland city in 2022, only 21.7% of these homes were vacant and for rent, and 1.3% were vacant and for sale. 50.0% of all vacant homes were for seasonal use, in which the home is unoccupied most of the year.

Status of Vacant Homes
(2022)



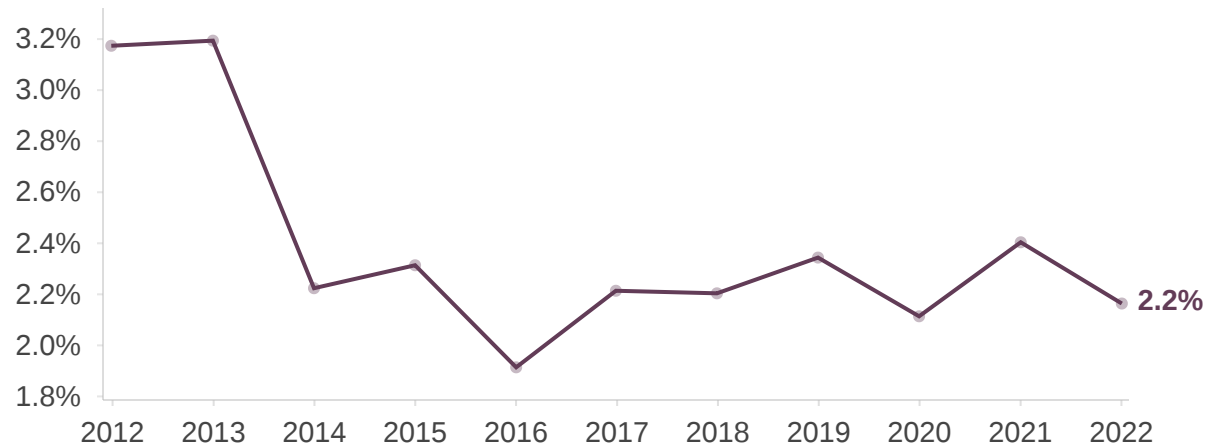
"Other Vacant" may include homes foreclosed on, in need of repair, or if the status is vacant and reason unknown.

Source: American Community Survey (ACS), US Census Bureau

Vacancy Indicators

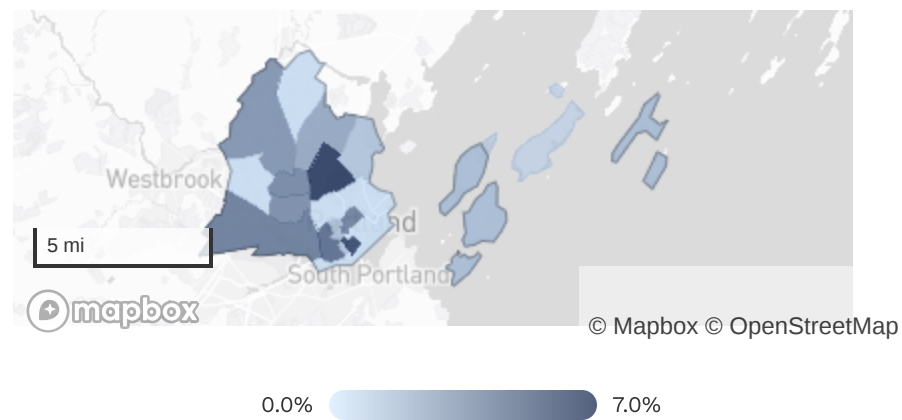
The share of vacant and available homes in Portland city decreased by 1.0%, or by 309 homes, between 2012 to 2022. This indicates that the housing market was more constrained in 2022 compared to 2012.

**Share of Homes That Are Vacant and Available Over Time
(2012-2022)**



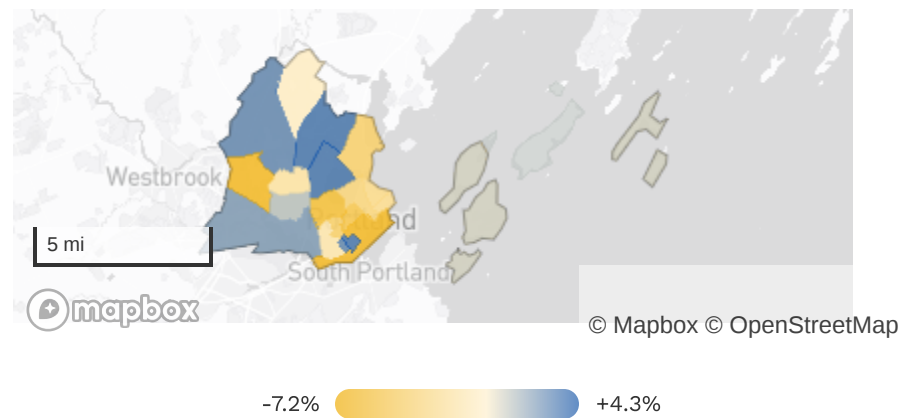
Source: American Community Survey (ACS), US Census Bureau

Share of Homes That Are Vacant and Available (2022)



Source: American Community Survey (ACS), US Census Bureau

Change in Share of Homes That Are Vacant and Available (2012-2022)

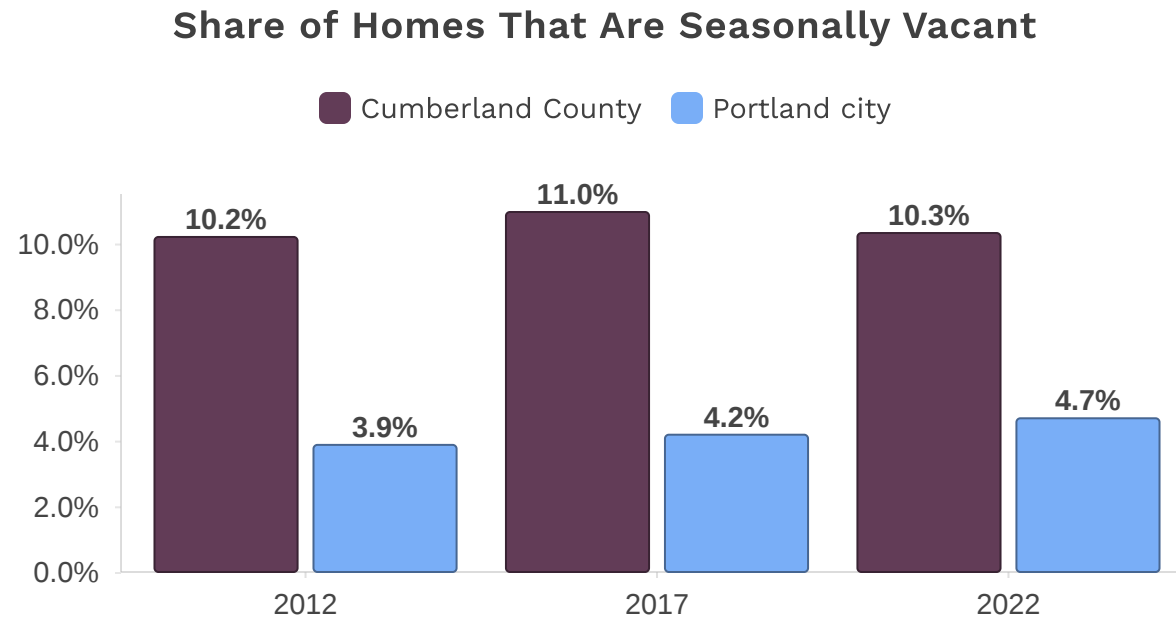


Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk.

Source: American Community Survey (ACS), US Census Bureau

Seasonal Vacancies

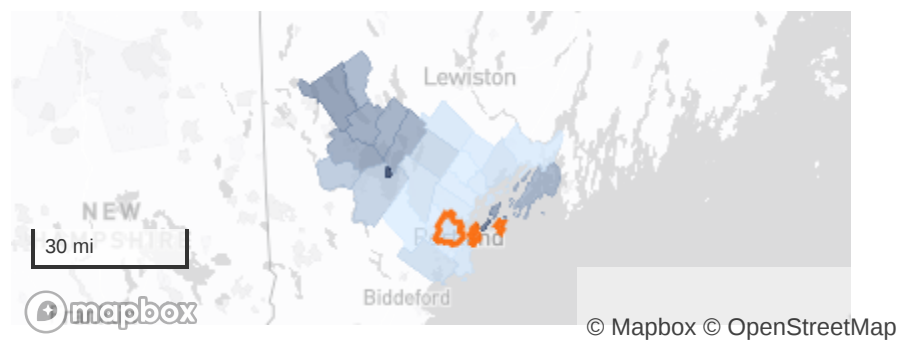
Housing that is seasonally vacant can make up a substantial part of some markets, particularly in vacation destinations. In Portland city, 4.7% of all homes in 2022 were seasonally vacant—that is, they were reported as being vacant for seasonal, recreational, or occasional use, or for migrant workers. The seasonal vacancy rate has increased since 2012, when 3.9% of homes were seasonally vacant.



Source: American Community Survey (ACS), US Census Bureau

Seasonal vacancies include homes that are used "for seasonal, recreational, or occasional use" and "for migrant workers."

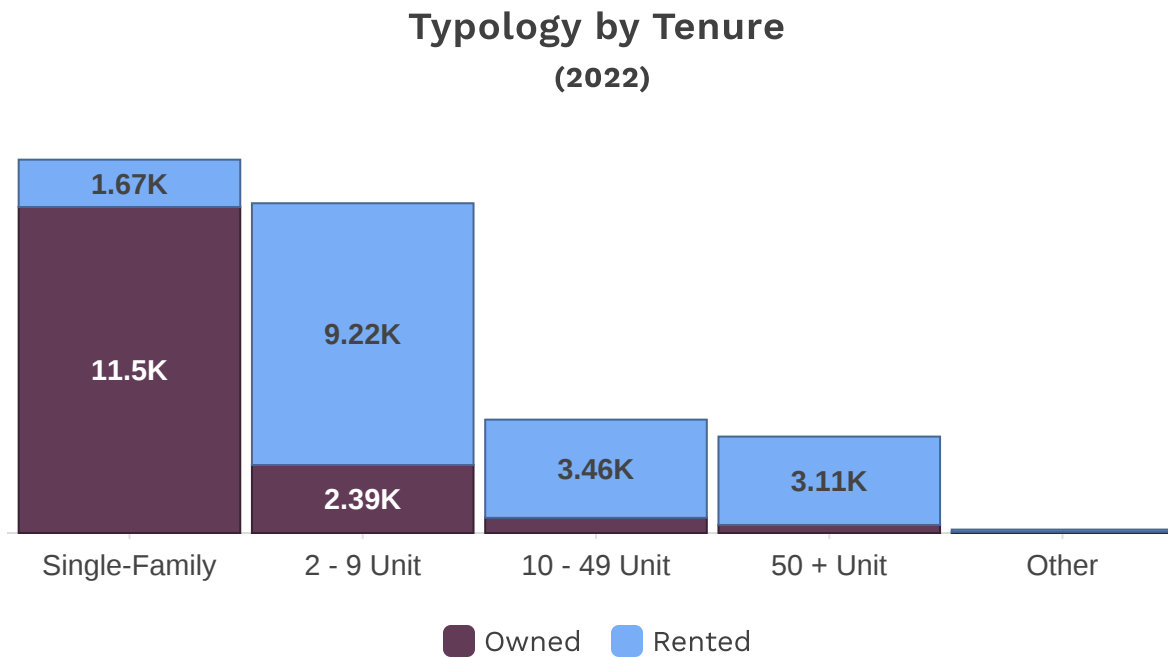
Regional Comparison of the Seasonal Vacancy Rate (2022)



Source: American Community Survey (ACS), US Census Bureau

Typology by Tenure

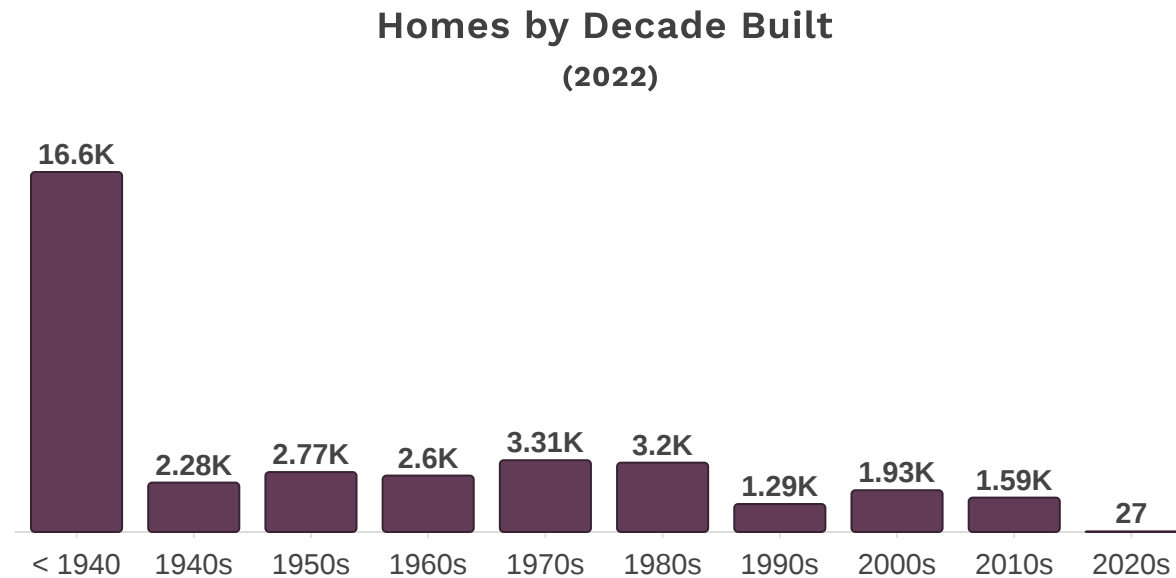
In 2022, 1,667 single family homes in Portland city were occupied by renters. For homes occupied by owners, the majority were single family, with 11,474 homes.



Source: American Community Survey (ACS), US Census Bureau

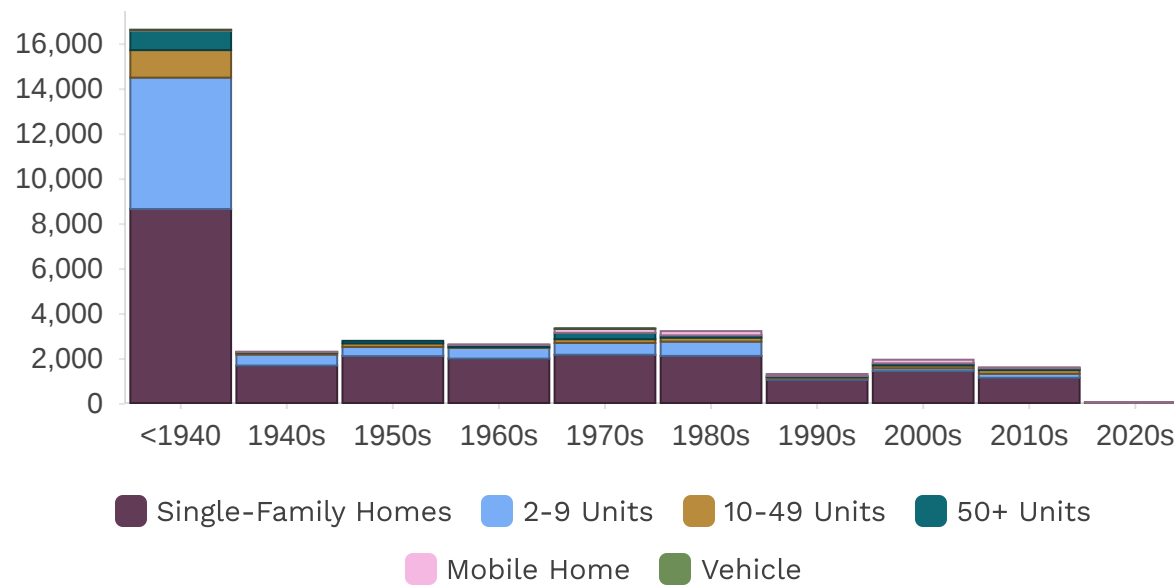
Homes by Decade Built

Of the 35,585 homes in Portland city, 1,586 homes (4.5%) were built between 2010 and 2019. This was less than between 2000 and 2009, when 1,926 homes (5.4%) were built.



Source: American Community Survey (ACS), US Census Bureau

Homes by Decade Built and Typology (2022)

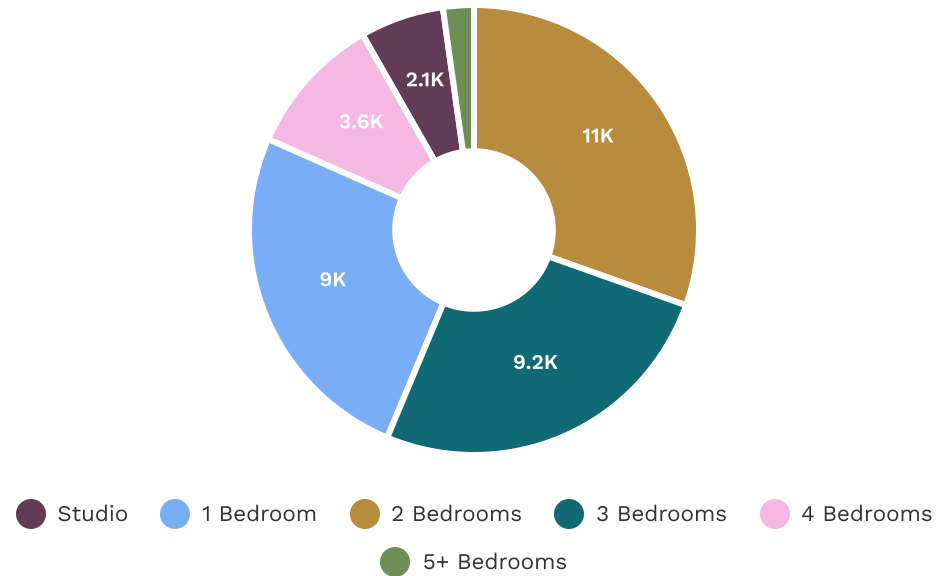


Source: Public Use Microdata Sample (PUMS), US Census Bureau

Vehicle refers to house boats, RVs, camper vans, and other homes.

Homes by Number of Bedrooms

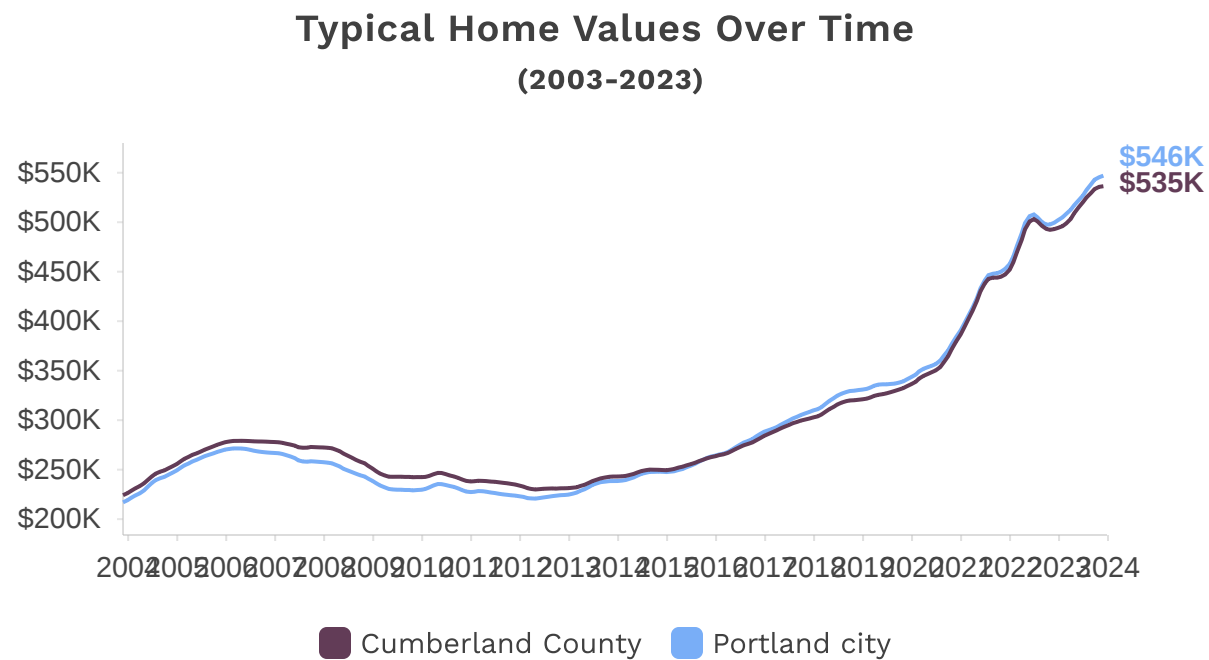
Homes by Number of Bedrooms
(2022)



Source: American Community Survey (ACS), US Census Bureau

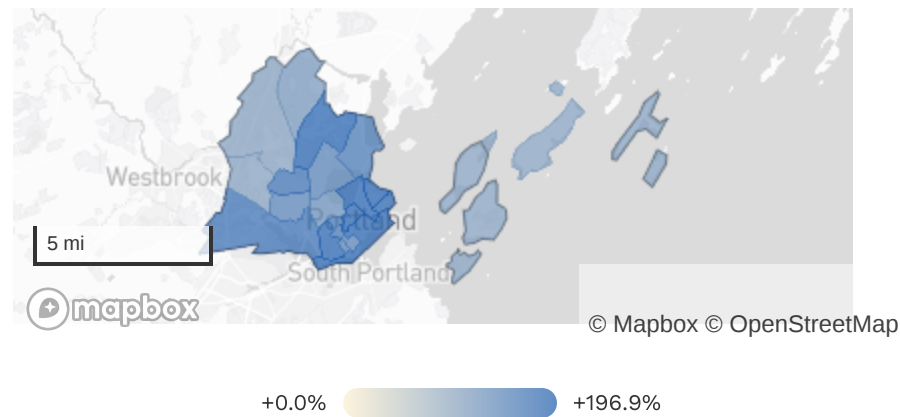
Home Values

Home values in Portland city increased by 129.9% from 2013 to 2023, compared to home values across Cumberland County, which increased by 121.2%.



Source: Zillow Research, Zillow Home Value Index, All Homes Time Series

Change in Median Home Values (2012-2022)

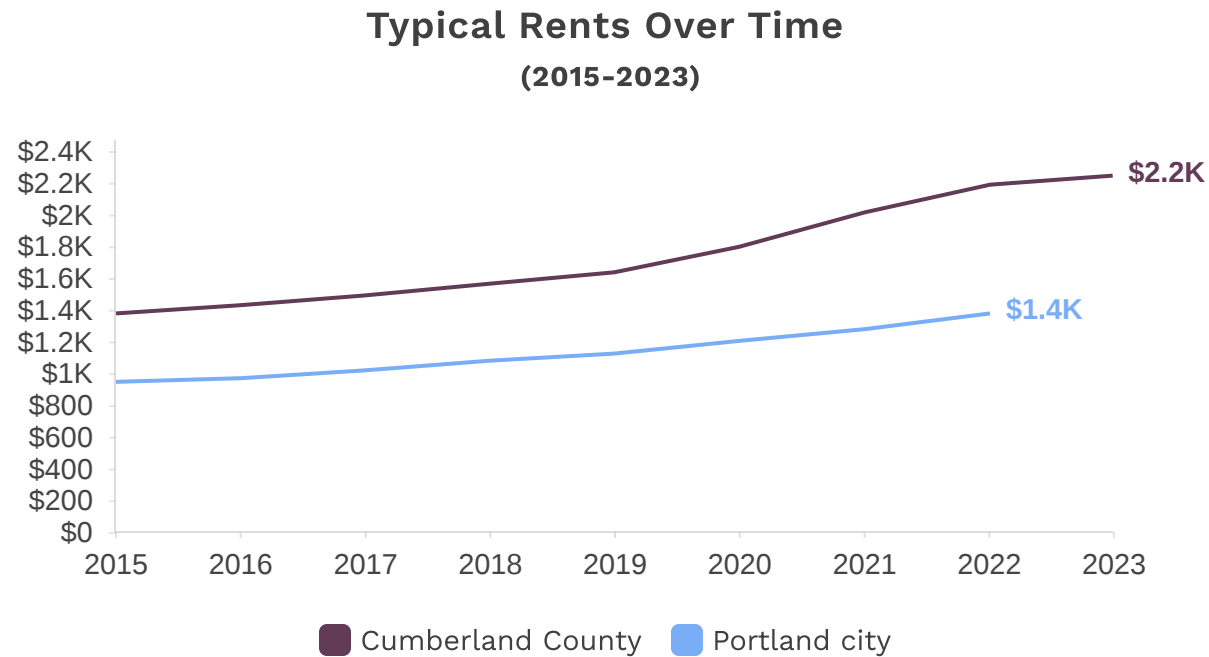


Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of owner-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Rents

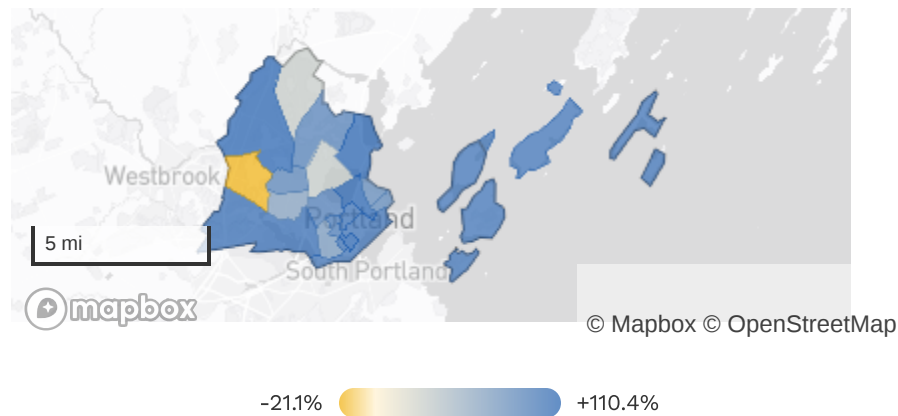
According to the ACS, the median gross rent in Portland city was \$1,377 in 2023. Rent increased by \$431 (45.6%) from 2015 to 2023.



Source: Depending on data availability, rent data comes from Zillow where available, or else from the American Community Survey (ACS).

Data for Portland city comes from the ACS. Data for Cumberland County comes from Zillow. Dollar values are nominal. Where shown, Zillow rents reflect December typical rent values only.

Change in Median Rents (2012-2022)



Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of renter-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau, and HUD-USPS Census Tract Crosswalk File

Affordable Housing Supply

Portland city

Affordable Housing Introduction

Based on a decades-old [standard](#) set by Congress and implemented in U.S. Department of Housing and Urban Developing (HUD) programs, housing is considered affordable when housing and utility costs combined are less than 30% of a household's income.

Households that pay more than 30% of income towards these costs are considered “cost-burdened.” The more a household spends on housing costs, the less residual income it has available for other basic household needs such as food and childcare. Even in healthy housing markets, some households will require assistance to afford market-rate rents because they do not have incomes or their incomes are too low.

This section examines two different types of housing that can be considered affordable: deed-restricted affordable homes, many of which receive subsidy, and unrestricted affordable homes, which are often referred to as “Naturally Occurring Affordable Housing” or “NOAH.”

Area Median Income

AMI stands for Area Median Income, which is a measure of the median income of a specific geographic area (known as Fair Market Rent (FMR) Areas) calculated by HUD to determine eligibility for housing assistance programs. 100% AMI reflects the median income for a given household size.

HUD calculates AMI annually for each metropolitan area and non-metropolitan county in the United States. The calculation is based on the income levels of all households in the area, regardless of their tenure status (i.e., whether they own or rent their homes). The AMI for a specific area is then used as a benchmark for determining eligibility for various housing assistance programs.

This report displays 2022 AMI data to align with the latest demographic and housing unit data from the US Census Bureau, but additional years of data are available through [HUD](#).

Area Median Income by Household Size (2022)

AMI ▲	1	2	3	4	5	6
30% AMI	\$23,460	\$26,820	\$30,180	\$33,510	\$36,210	\$38,8...
50% AMI	\$39,100	\$44,700	\$50,300	\$55,850	\$60,350	\$64,8...
60% AMI	\$46,920	\$53,640	\$60,360	\$67,020	\$72,420	\$77,760
80% AMI	\$62,560	\$71,520	\$80,4...	\$89,360	\$96,560	\$103,6...
Area Median Income (100% AMI)	\$78,200	\$89,4...	\$100,...	\$111,700	\$120,7...	\$129,6...

Source: US Department of Housing and Urban Development (HUD)

Source Notes

Data shown for Portland city come from the Portland, ME HUD Metro FMR Area. Census geographies may not directly align with HUD FMR Areas. To find another HUD FMR Area, explore the [HUD FMR Areas map](#) and access AMI data for other HUD FMR Areas from [HUD's data portal](#).

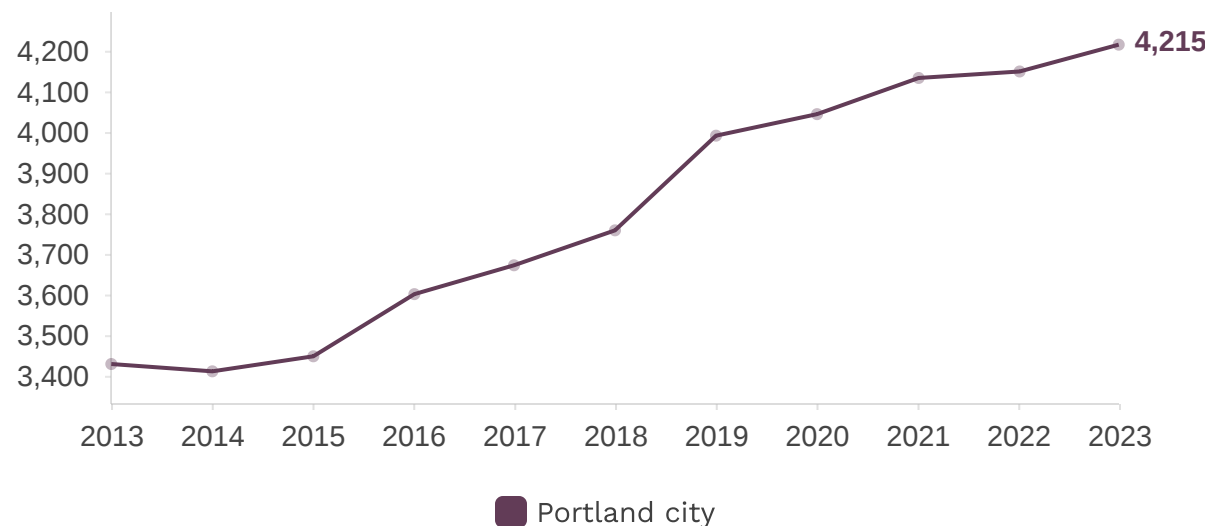
Source: US Department of Housing and Urban Development (HUD)

Deed-Restricted Affordable Homes

Deed-restricted homes commonly receive government subsidy to provide affordable rents and typically have some form of covenant that restricts rent growth. Throughout this report, “deed-restricted affordable housing” refers to state- and federally-assisted rental housing inventoried in the [National Housing Preservation Database \(NHPD\)](#). Deed-restricted homes that receive no public assistance, like some restricted by local statutes or in community land trusts, and those that only receive local government subsidy, such as New York City’s 421-a local tax incentive, are not captured in this dataset.

In Portland city in 2022, 47.4% of the rental homes affordable below 60% of AMI were deed-restricted affordable homes, compared to Cumberland County at 36.9%.

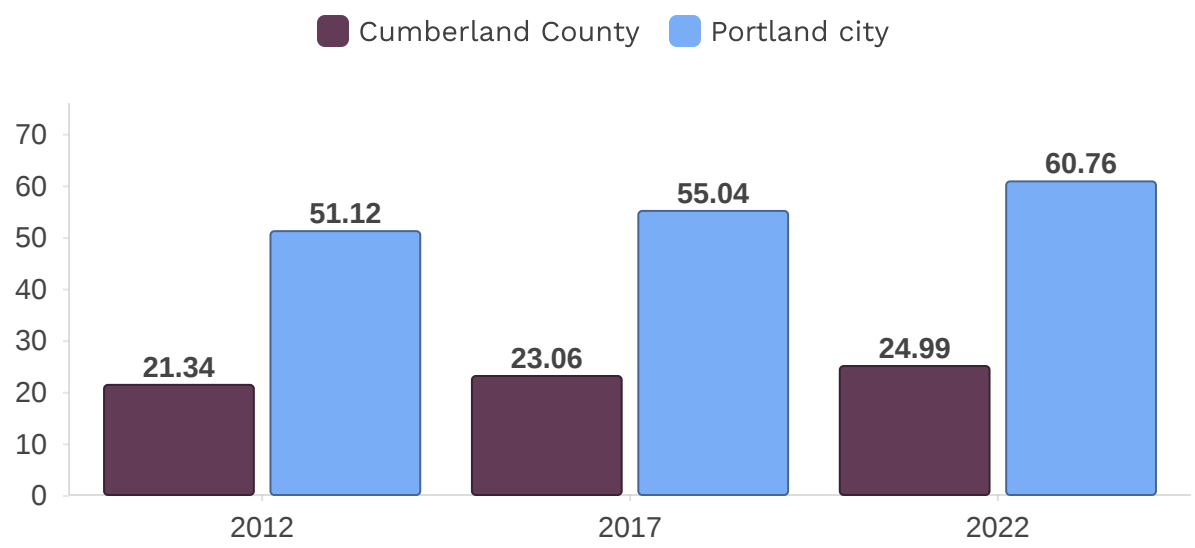
**Total Supply of Deed-Restricted Affordable Homes by Year
(2013-2023)**



Source: National Housing Preservation Database (NHPD)

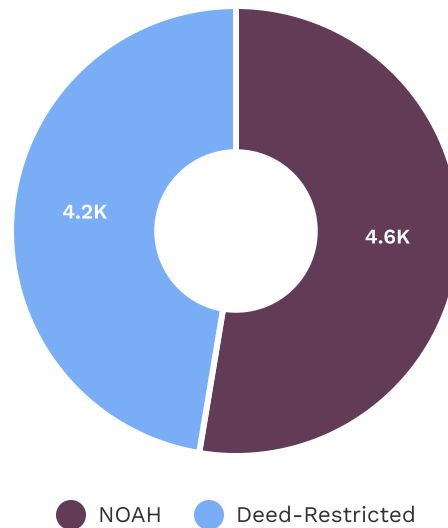
Note: Data reflect the total number of deed-restricted homes in each year with active or inconclusive subsidies based on the earliest start date and latest end date of each property's subsidies.

Deed-Restricted Affordable Homes per 1,000 Population



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau

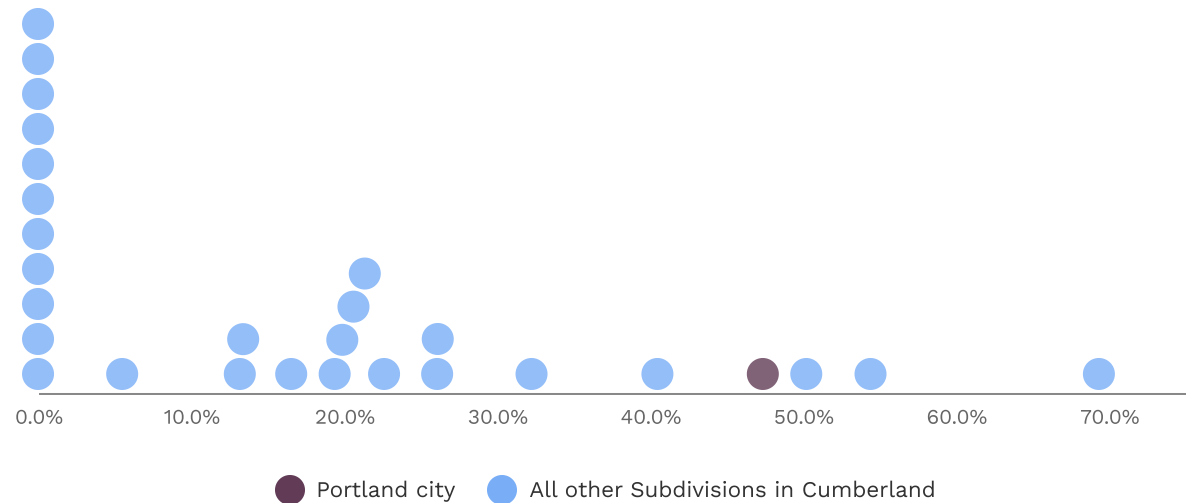
Rental Homes Affordable Under 60% AMI by Deed Restriction Status (2022)



Deed-restricted affordable homes include federally-assisted and some state-assisted homes only. Deed-restricted homes that receive no public assistance or only receive local government subsidy are not included in the deed-restricted category in this chart.

Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

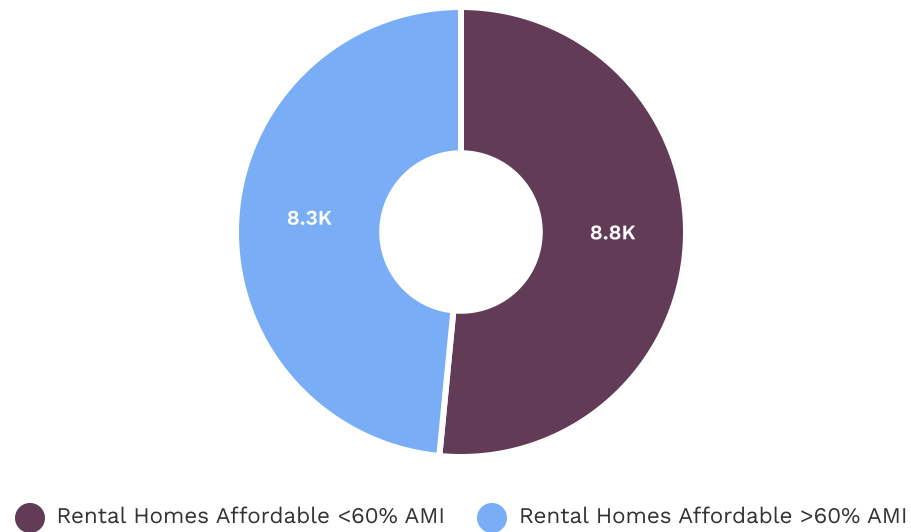
Share of Rental Homes Affordable <60% AMI That Are Deed-Restricted (2022)



Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Affordable Homes

Share of All Rental Homes Affordable Under 60% AMI
(2022)

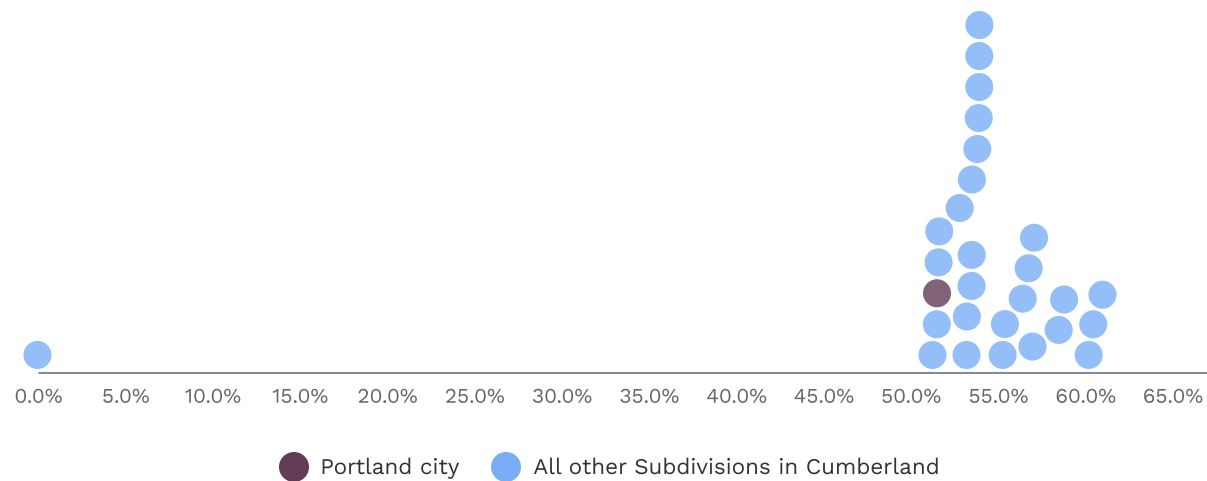


All rental homes includes all deed-restricted and unrestricted rental homes in the market.

Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Regional Comparison

**Comparative Share of All Rental
Homes Affordable Under 60% AMI
(2022)**

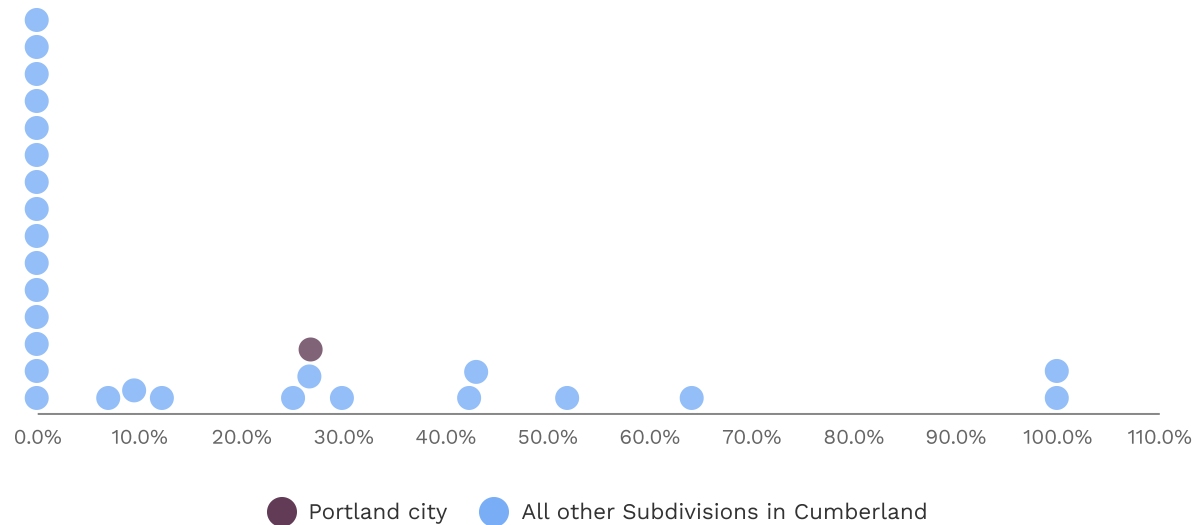


Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Affordable Housing in Areas of Opportunity

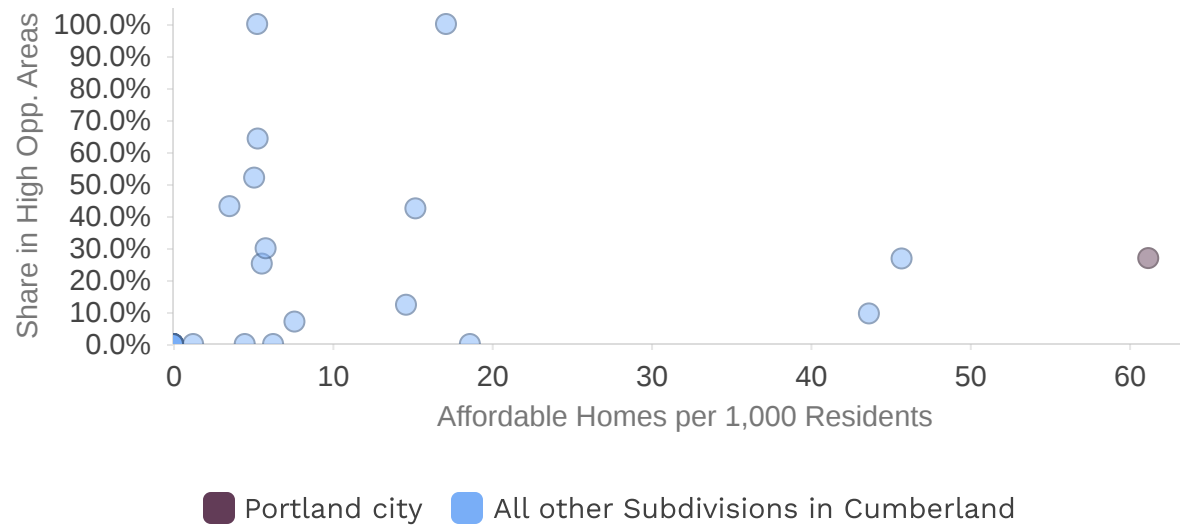
In 2022, 26.9% of the deed-restricted affordable housing stock in Portland city was located in high opportunity areas, which are defined here as properties in census tracts that had a higher median income than Portland city overall.

**Comparative Share of Affordable Housing
Properties Located in High Opportunity Areas
(2022)**



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau

Affordable Homes per Capita Compared to the Share in High Opportunity Areas (2022)



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau

Renter Housing Needs

Portland city

Renter Housing Needs

This section focuses on the housing needs of renters. Information about renter housing needs should be used to inform and shape policies and initiatives that address affordability, accessibility, and quality in the housing market.

Area Median Income

AMI stands for Area Median Income, which is a measure of the median income of a specific geographic area (known as Fair Market Rent (FMR) Areas) calculated by HUD to determine eligibility for housing assistance programs. 100% AMI reflects the median income for a given household size.

HUD calculates AMI annually for each metropolitan area and non-metropolitan county in the United States. The calculation is based on the income levels of all households in the area, regardless of their tenure status (i.e., whether they own or rent their homes). The AMI for a specific area is then used as a benchmark for determining eligibility for various housing assistance programs.

This report displays 2022 AMI data to align with the latest demographic and housing unit data from the US Census Bureau, but additional years of data are available through [HUD](#).

Area Median Income by Household Size (2022)

AMI ▲	1	2	3	4	5	6
30% AMI	\$23,460	\$26,820	\$30,180	\$33,510	\$36,210	\$38,8...
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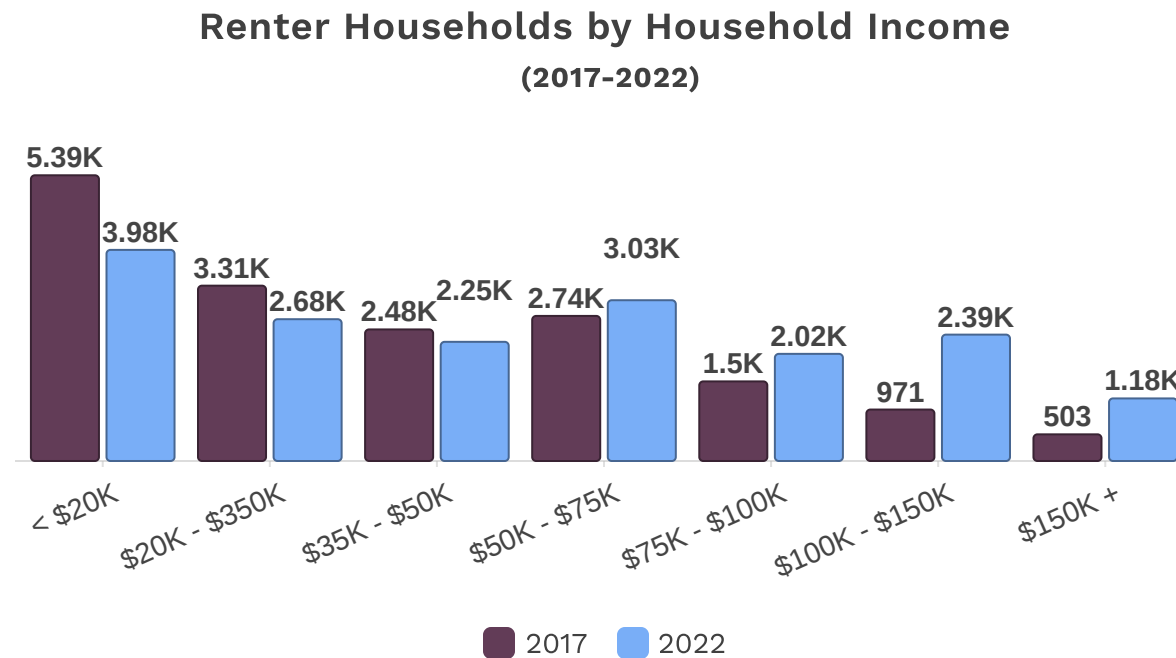
Source: US Department of Housing and Urban Development (HUD)

Source Notes

Data shown for Portland city come from the Portland, ME HUD Metro FMR Area. Census geographies may not directly align with HUD FMR Areas. To find another HUD FMR Area, explore the [HUD FMR Areas map](#) and access AMI data for other HUD FMR Areas from [HUD's data portal](#).

Source: US Department of Housing and Urban Development (HUD)

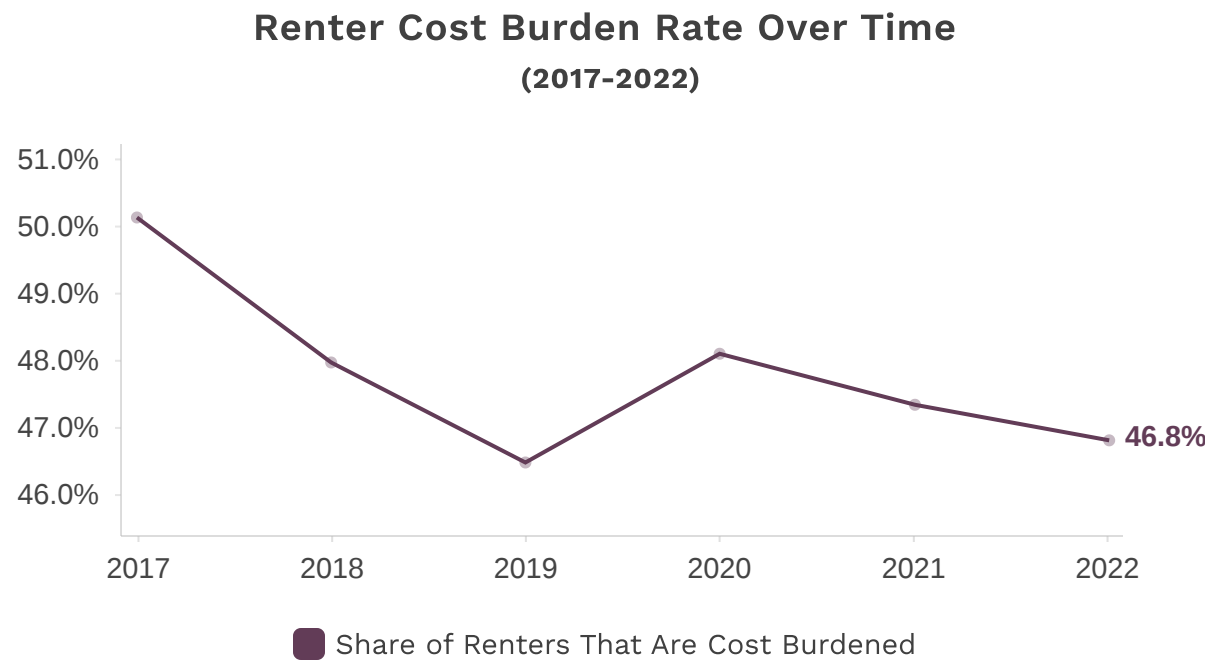
Renter Households by AMI and Income



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Renter Cost Burden

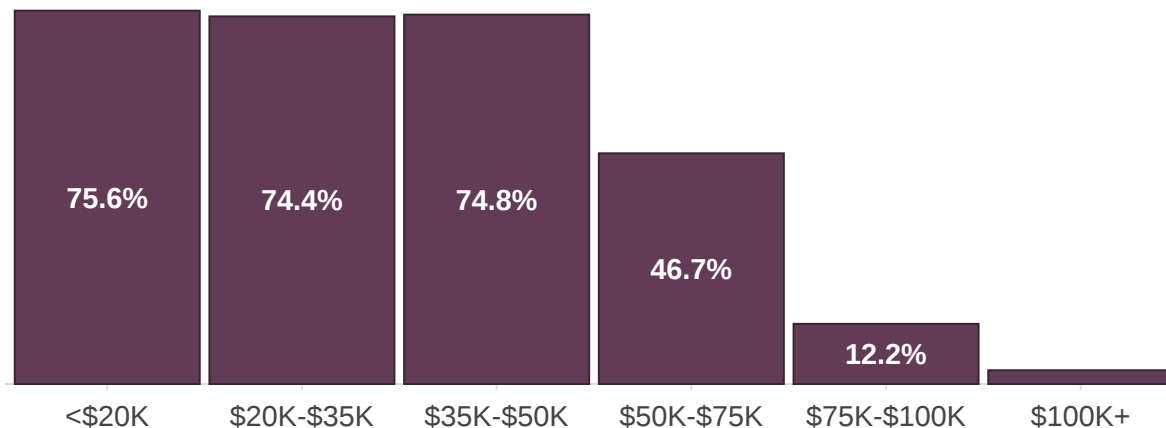


Source: American Community Survey (ACS), US Census Bureau

Renter Cost Burden by Income

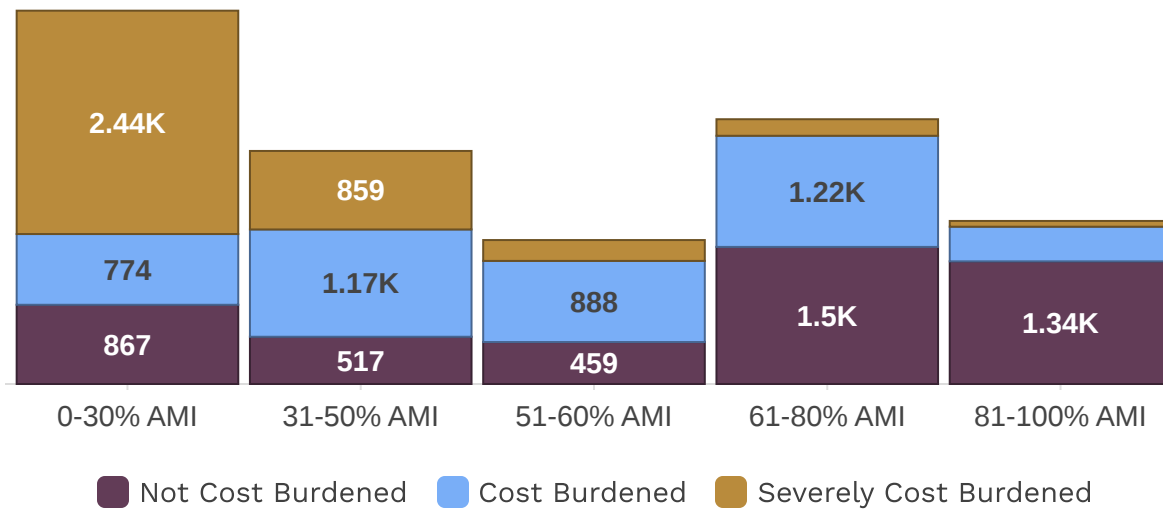
In 2022, 27.4% of renters in Portland city spent 30-50% of their income on housing (cost burdened), while 22.1% of renters spent more than 50% of their income on housing (severely cost burdened), for a total of 49.5% of all renters.

**Renter Cost Burden Rates by Household Income
(2022)**



Source: American Community Survey (ACS)

Renter Cost Burden Rates by AMI (2022)



Source: HR&A analysis calculated using data from the Public Use Microdata Sample (PUMS) and American Community Survey (ACS), US Census Bureau, and from the Multifamily Tax Subsidy Projects (MTSP) Income Limits, US Department of Housing and Urban Development (HUD).

Renter Cost Burden by Cohort

Housing cost burden can sometimes fall disproportionately on specific demographic groups and vulnerable populations, like single parent households or seniors.

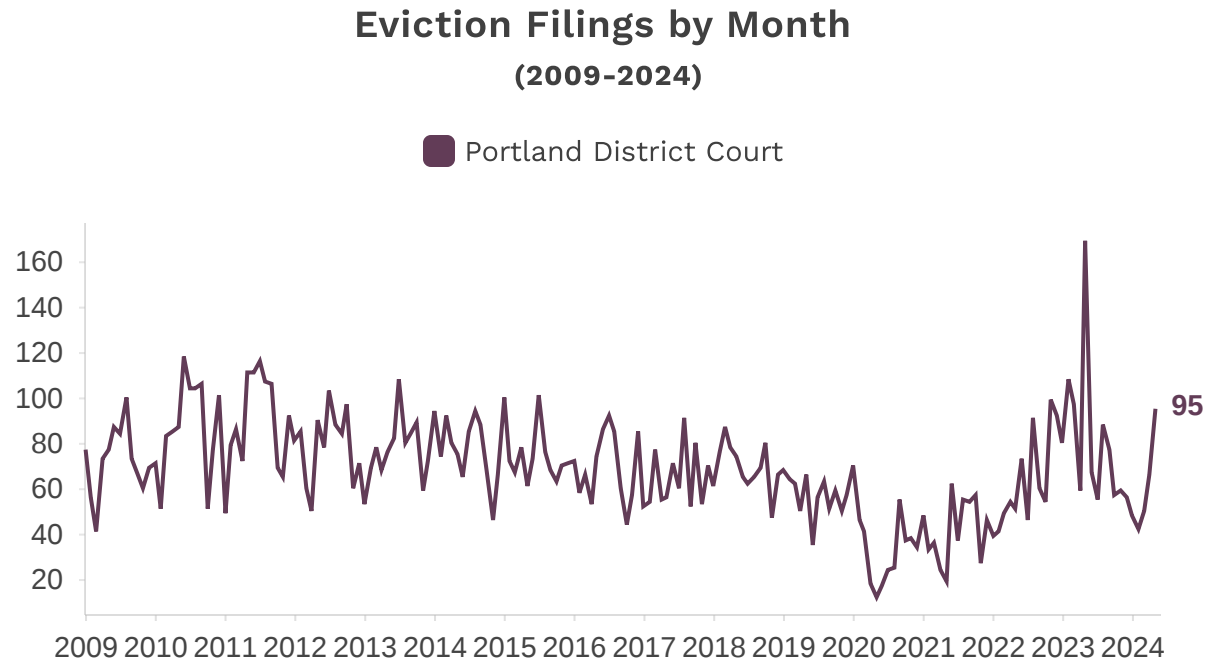
Renter Cost Burden Rates by Cohort (2022)

Cohort	Portland city ▲
Households of Other Races	43.4%
Households with Children	46.4%
All Renter Households	46.8%
Hispanic/Latino Households	47.9%
White Households	47.9%
Senior Households	54.7%
Black Households	64.3%
Asian Households	69.0%
Single-Parent Households	71.8%

Source: Public Use Microdata Sample (PUMS) and American Community Survey (ACS), US Census Bureau

Eviction Filings

In May 2024, 95 eviction cases were filed in Portland District Court.



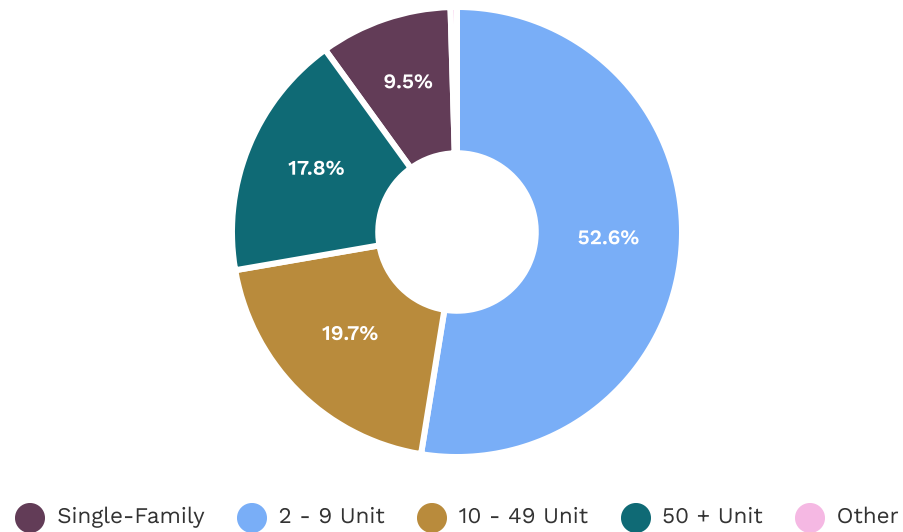
Source: State of Maine Judicial Branch

Data for the State of Maine and its counties includes all eviction cases filed within those jurisdictions. For municipalities, the data reflects eviction filings at the district court serving that municipality, not specific to the municipality itself. Note that where district courts have consolidated, historical data is shown for the individual courts before the mergers.

Rented Homes by Building Typology

There were 17,531 homes occupied by renters in Portland city in 2022.

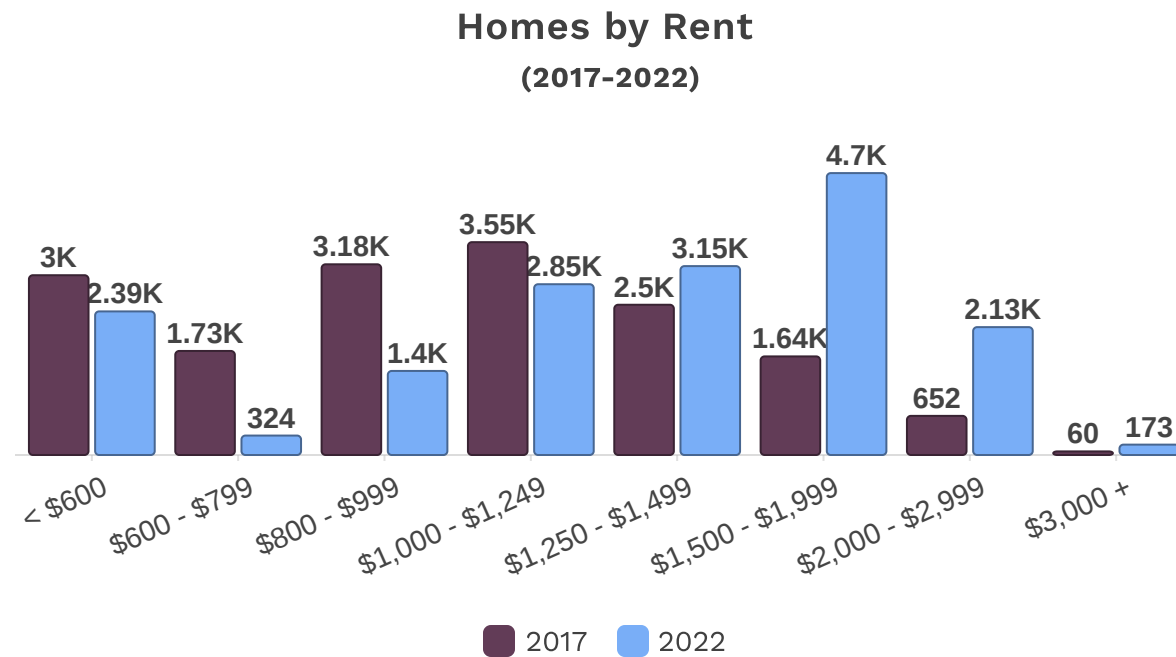
Rented Homes by Building Typology
(2022)



Source: American Community Survey (ACS), US Census Bureau

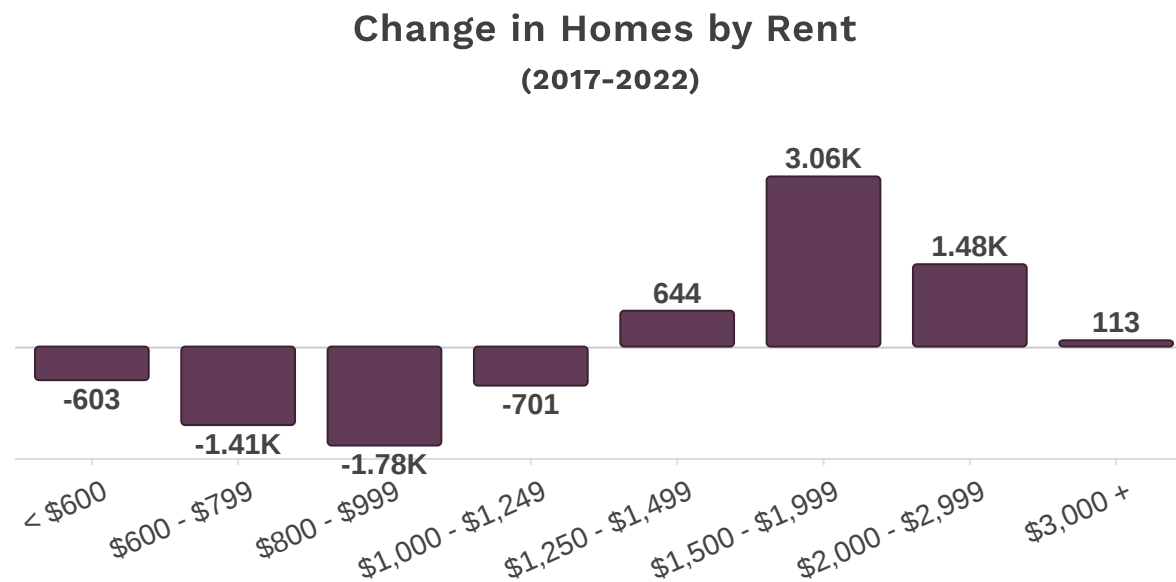
Homes by Rent

Between 2017 to 2022, the number of homes with rents below \$600 and between \$600-\$799 changed by -20.1% and -81.3% respectively.



Source: American Community Survey (ACS), US Census Bureau

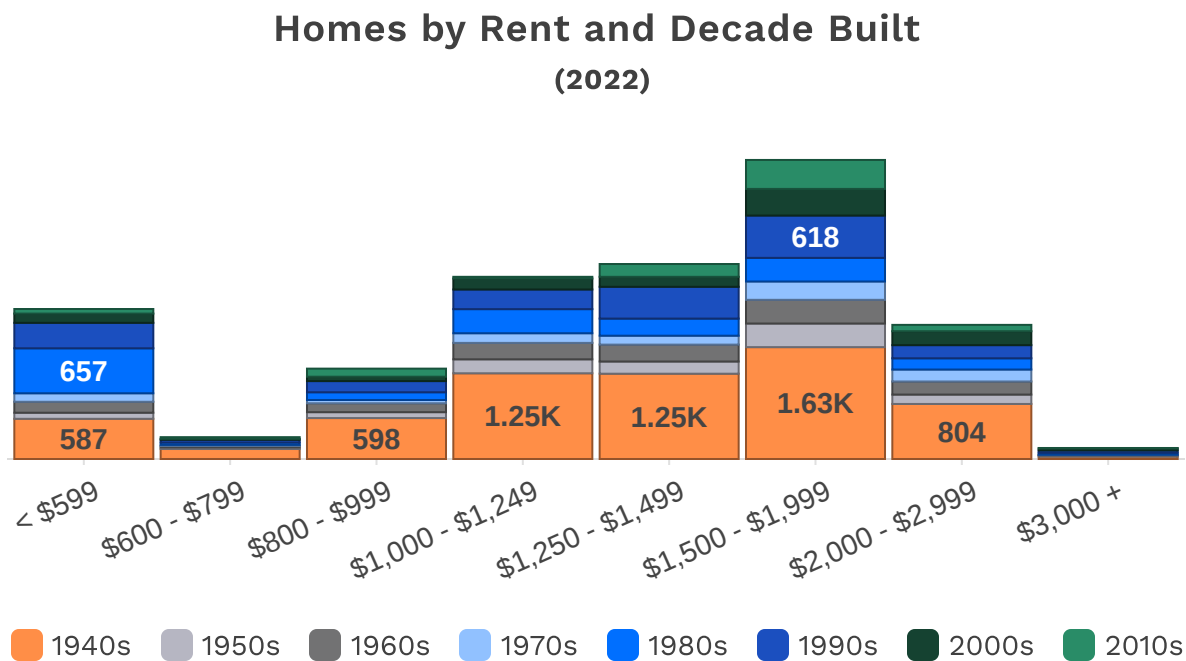
Dollar values are nominal.



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

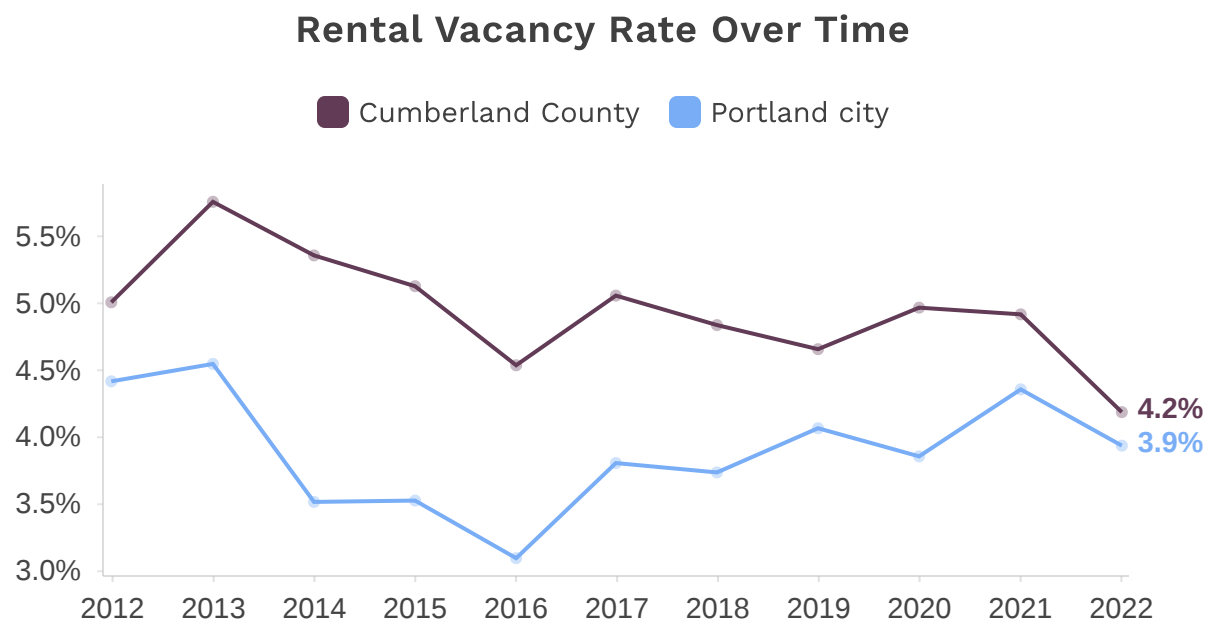
Homes by Rent and Decade Built



Source: Public Use Microdata Sample (PUMS), US Census Bureau

Rental Vacancy Rate

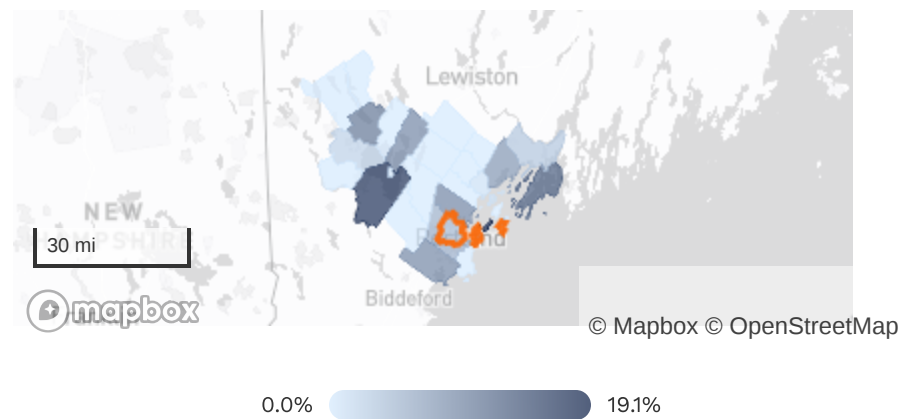
The rental vacancy rate measures the share of all rental housing that is vacant for rent and indicates the availability of rental housing for someone moving homes or moving into the community. In 2022, 3.9% of all rental homes in Portland city were vacant for rent. This reflects a tightening in the rental housing market relative to 2012 when the rental vacancy rate was 4.4%.



Source: American Community Survey (ACS), US Census Bureau

The rental vacancy rate is calculated as homes that are vacant for rent as a percentage of renter-occupied homes, vacant for rent homes, and homes that are vacant and rented but not yet occupied.

Regional Rental Vacancy Rate Comparison (2022)



Source: American Community Survey (ACS), US Census Bureau



Homeowner Housing Needs

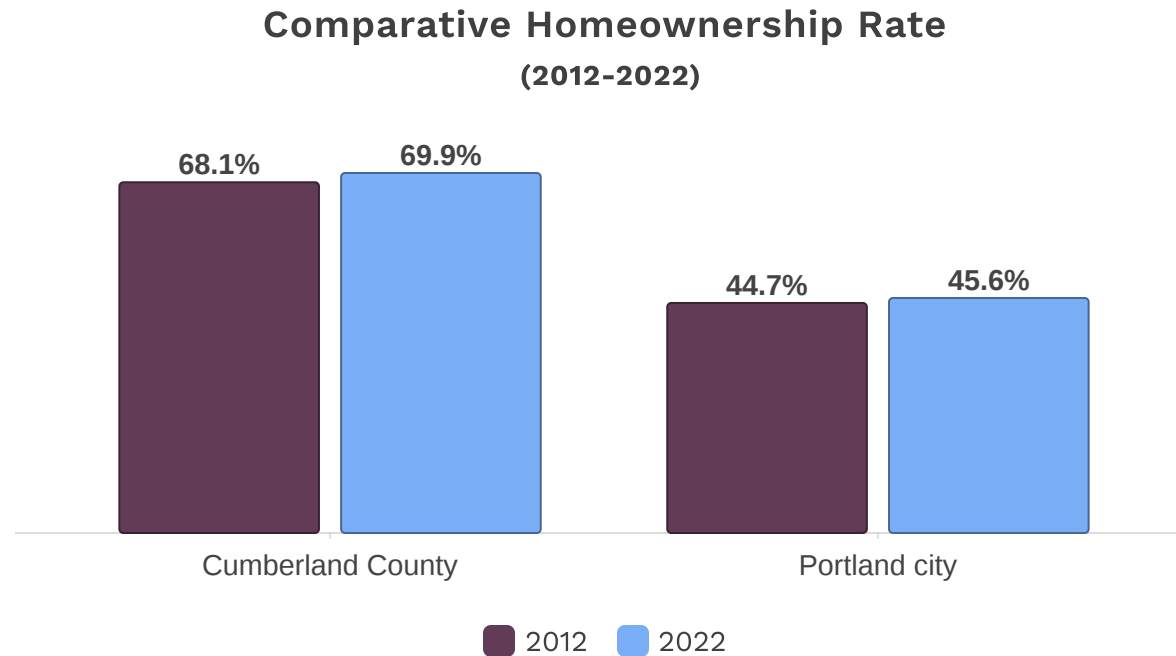
Portland city

Homeowner Housing Needs

Access to homeownership enables households to build assets and housing stability. Homeownership is the largest source of wealth for households in America and disparate access to homeownership and support to sustain ownership contributes to inequality. Barriers to access could include high home prices and a lack of "entry-level" homes; a lack of assets for a down payment; competition from investor-owners, and inequitable access to mortgage loans. Barriers to sustaining ownership include the inability to maintain and repair a home as you age, access to home equity financing and rising property taxes. Tools to expand access to homeownership focus on increasing the supply of entry-level homes and removing structural barriers to ownership.

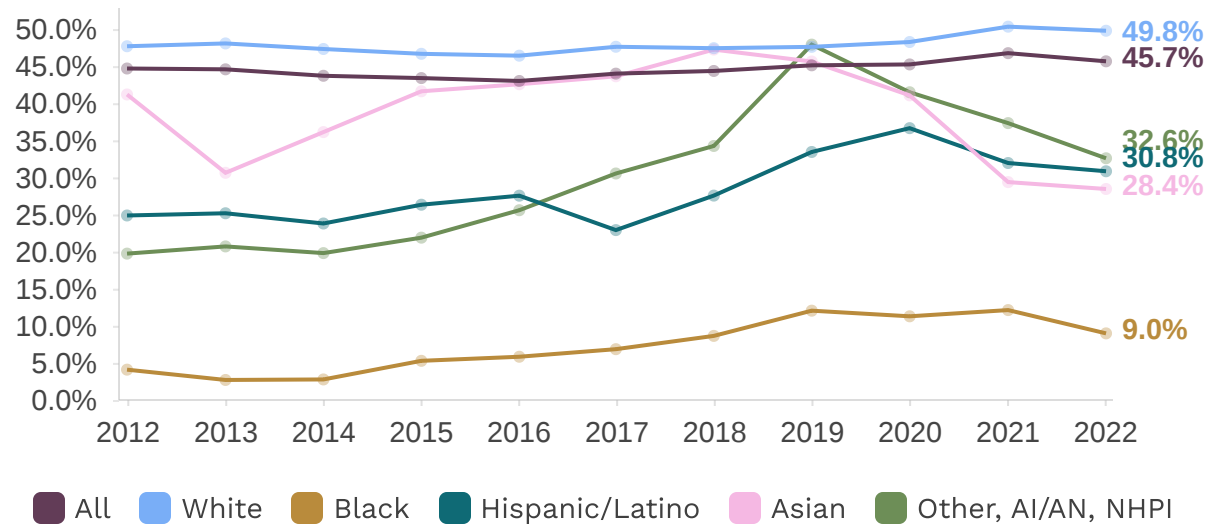
Homeownership Rate

Between 2012 and 2022, the rate of homeownership in Portland city increased by 2.2%. In Cumberland County, the homeownership rate rose by 2.6%. For Black households in Portland city, homeownership rates were -40.8% less than white households in 2022.



Source: American Community Survey (ACS), US Census Bureau

Homeownership Rate by Race and Ethnicity (2012-2022)

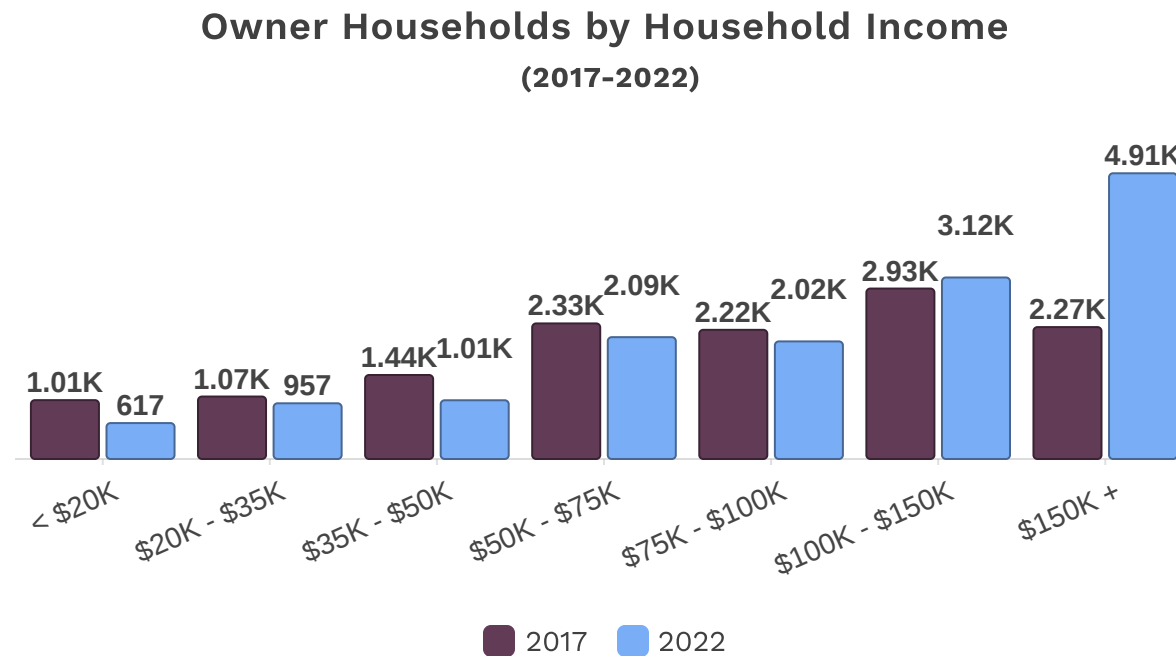


Source: American Community Survey (ACS), US Census Bureau

White refers to non-Hispanic White heads of household only. Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include both Hispanic and non-Hispanic individuals. AI/AN - American Indian or Alaska Native; NHPI - Native Hawaiian or Pacific Islander; Other - Some Other Race and Two or More Races.

Homeowners by Household Income

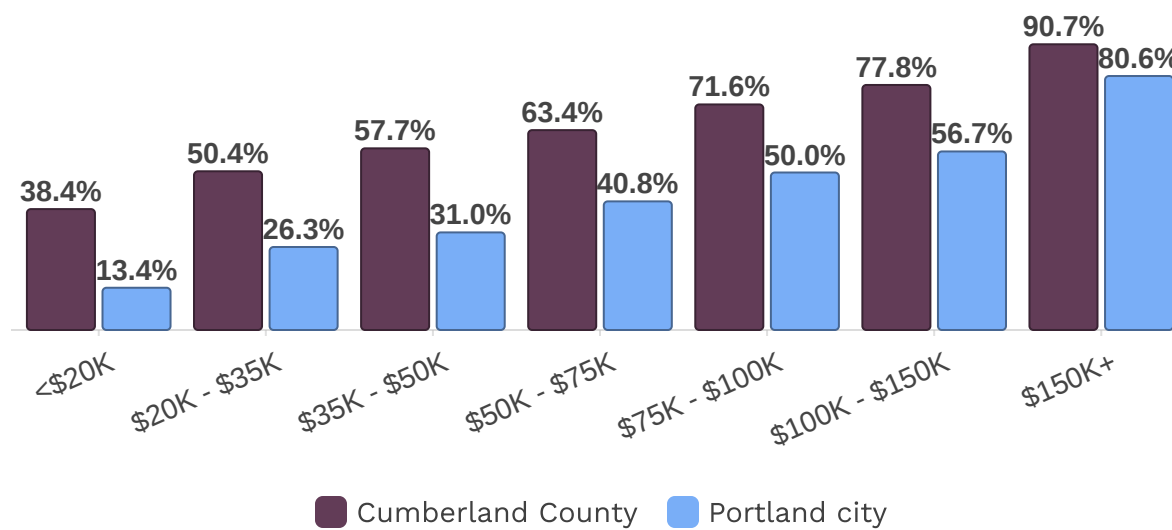
Households making more than \$150K had the highest rates of homeownership in Portland city in 2022 at 33.3%. For households making \$35K - 50K, the homeownership rate was 6.8% and has decreased from 12.6% in 2012.



Source: American Community Survey (ACS), US Census Bureau

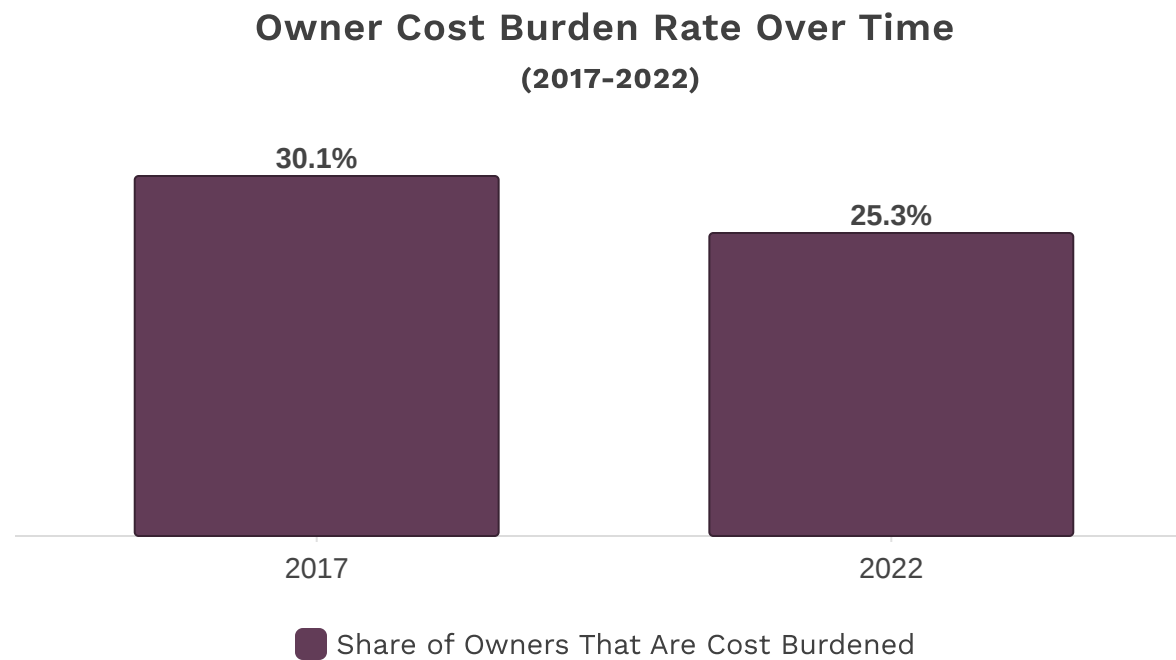
Dollar values are nominal.

Comparative Homeownership Rate by Household Income (2022)



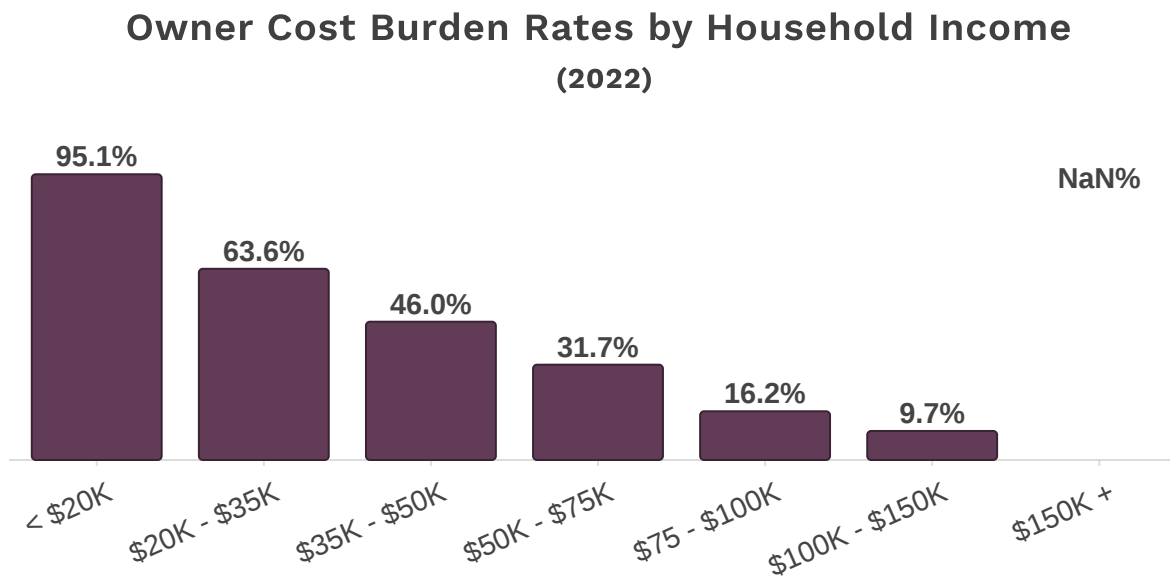
Source: American Community Survey (ACS), US Census Bureau

Owner Cost Burden



Source: American Community Survey (ACS), US Census Bureau

Owner Cost Burden by Income



Source: Public Use Microdata Sample (PUMS), US Census Bureau

Owner Cost Burden by Cohort

Housing cost burden can sometimes fall disproportionately on specific demographic groups and vulnerable populations, like single parent households or seniors.

Owner Cost Burden Rates by Cohort
(2022)

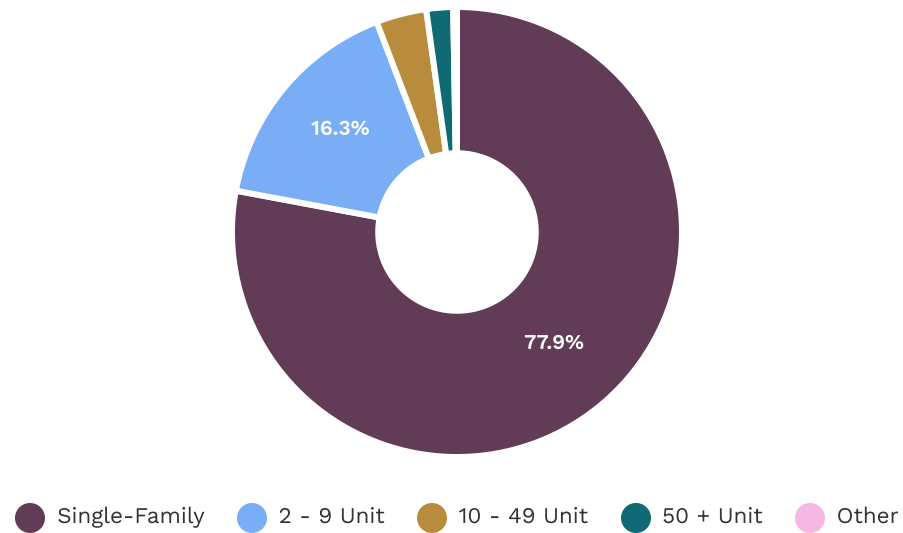
Cohort	Portland city ▲
Households with Children	17.3%
White Households	21.6%
All Owner Households	25.3%
Households of Other Races	26.3%
Hispanic/Latino Households	26.8%
Senior Households	27.8%
Black Households	35.8%
Asian Households	37.3%
Single-Parent Households	56.5%

Source: Public Use Microdata Sample (PUMS), US Census Bureau

Owned Homes by Building Typology

There were 14,722 homes occupied by owners in Portland city in 2022.

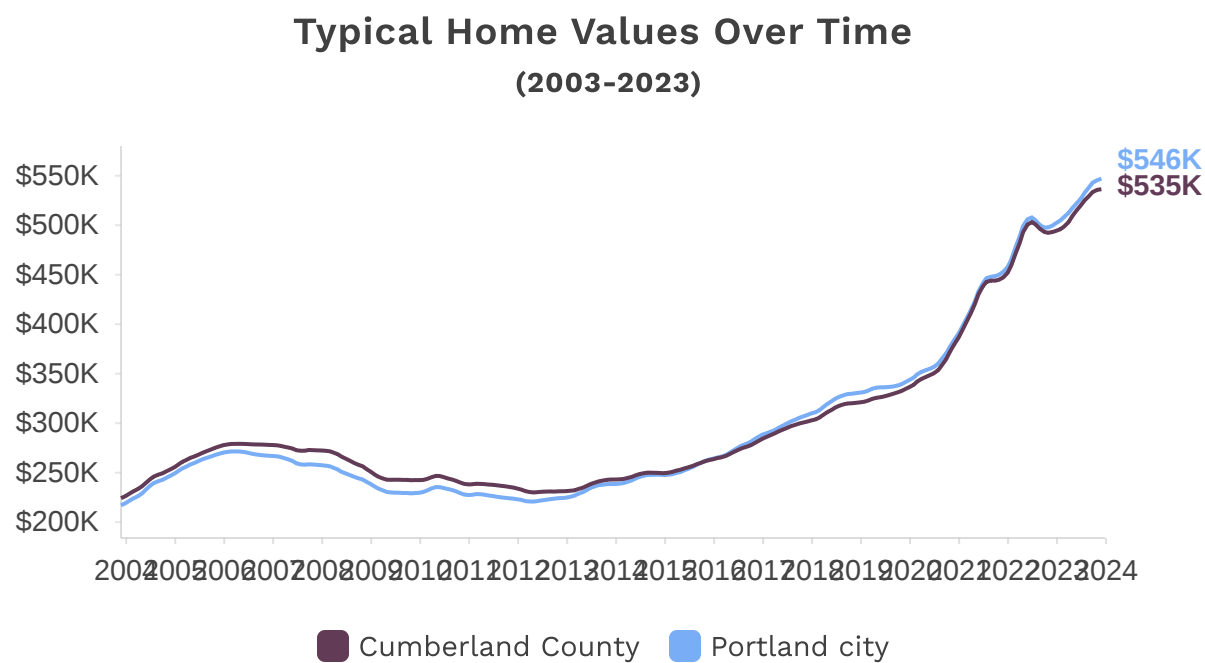
Owned Homes by Building Typology
(2022)



Source: American Community Survey (ACS), US Census Bureau

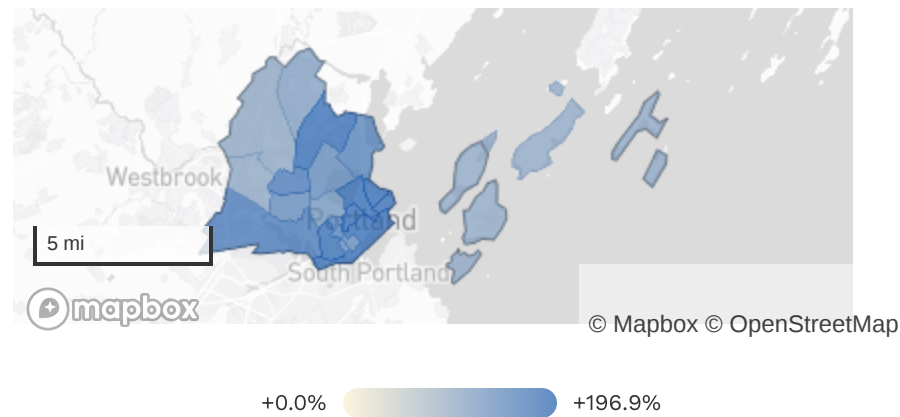
Home Values

Home values in Portland city increased by 144.1% from 2013 to 2023, compared to home values across Cumberland County, which increased by 132.5%.



Source: Zillow Research, Zillow Home Value Index, All Homes Time Series

Change in Median Home Values (2012-2022)



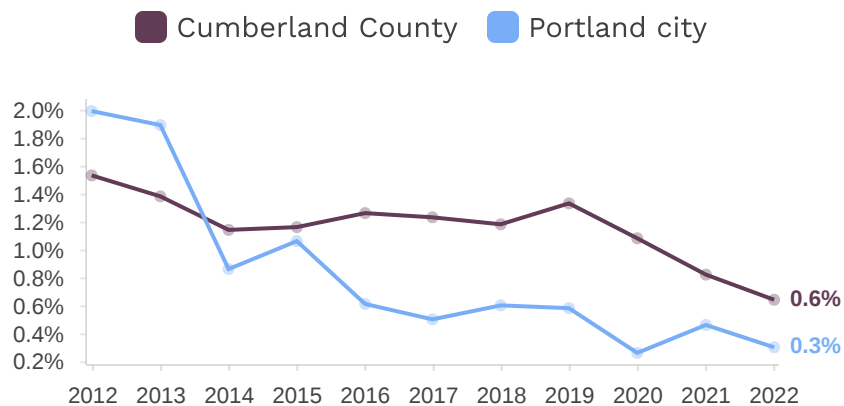
Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of owner-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Homeowner Vacancy Rate

The homeowner vacancy rate measures the share of all homeowner housing that is vacant for sale and indicates the availability of housing for prospective homebuyers. In 2022, 0.3% of all owned homes in Portland city were vacant for sale. This reflects a tightening in the housing market relative to 2012 when the homeowner vacancy rate was 2.0%.

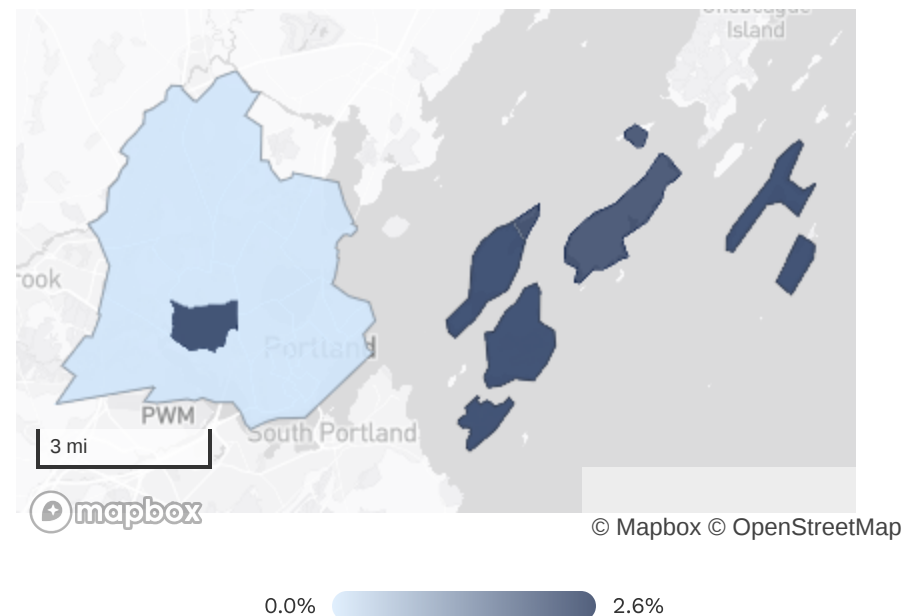
Homeowner Vacancy Rate Over Time



Source: American Community Survey (ACS), US Census Bureau

The homeowner vacancy rate is calculated as homes that are vacant for sale as a percentage of owner-occupied homes, vacant for sale homes, and homes that are vacant and sold but not yet occupied.

Homeowner Vacancy Rate (2022) (2022)



Source: American Community Survey (ACS), US Census Bureau



Sources

Portland city

Sources

This housing needs assessment uses data from:

American Community Survey (ACS), 5-Year Estimates, U.S. Census Bureau.

The American Community Survey (ACS) produces a wide range of demographic, socioeconomic, and housing data at many geographic levels, including down to the local level. The U.S. Census Bureau administers the ACS to about 3% of all U.S. households every year and uses this sample to make estimates nationwide. ACS 5-year estimates represent data collected over five years, denoted by the last year in that period. With more years of data, the 5-year estimates provide a more detailed and reliable picture of the population than the 1-year estimates but include less recent data. The breadth of available data makes the ACS a useful resource for policymakers and researchers seeking to understand population characteristics and housing supply. Data are currently available through 2022. HR&A accesses ACS data from the U.S. Census Bureau's ACS application programming interface (API).

Building Permits Survey (BPS), U.S. Census Bureau.

The Building Permits Survey (BPS) provides monthly data on new permits for residential construction. The U.S. Census Bureau collects voluntary monthly data from the jurisdictions that issue 99% of permits, imputes monthly data for the remaining permit-issuing jurisdictions based on their annual data submissions, and seasonally adjusts the final reported data. BPS data is used to analyze trends in construction activity, which can provide insights into economic growth, urban development, and housing market dynamics. For the most accurate building permits data, refer to local data sources. Data are currently available through 2024. HR&A accesses BPS data from the U.S. Census Bureau's BPS website.

Current Population Survey (CPS), U.S. Census Bureau and U.S. Bureau of Labor Statistics (BLS).

The Current Population Survey (CPS) measures national employment and unemployment. Through a joint sponsorship, the U.S. Census Bureau and Bureau of Labor Statistics (BLS) produce this data on a monthly basis. The CPS's labor force statistics shed light on national economic trends. Data are currently available through 2024. HR&A accesses CPS data from the BLS's CPS website.

Decennial Census of Population and Housing, U.S. Census Bureau.

The Decennial Census is a comprehensive population count carried out by the U.S. Census Bureau every ten years as required by the U.S. Constitution. In addition to counting U.S. residents, the census also collects demographic data on every individual living in the country, including age, race, gender, and household information. The data gathered influences political representation, allocation of resources, and decision-making at various levels of government. Data are currently available through 2020. HR&A accesses Decennial Census data from the U.S. Census Bureau's Decennial Census API.

LEHD Origin-Destination Employment Statistics (LODES), U.S. Census Bureau.

Under the Local Employment Dynamic (LED) data partnership, the U.S. Census Bureau combines detailed, longitudinal, geographic data about employers and employees from several federal and state data sources. Once combined, the resulting Longitudinal Employer-Household Dynamics (LEHD) data are used to produce the LEHD Origin-Destination Employment Statistics (LODES). LEHD data are particularly useful for analyzing labor market dynamics across space and time. By mapping the data, policymakers and researchers can visualize geographic concentrations of employment and identify commuting patterns. This spatial analysis helps in understanding workforce movements, urban development, and the impact of economic policies on local and regional labor markets. Data are currently available through 2021. HR&A access LODES data from the U.S. Census Bureau's LODES website.

Local Area Unemployment Statistics (LAUS), U.S. Bureau of Labor Statistics (BLS).

The U.S. Bureau of Labor Statistics (BLS) calculates Local Area Unemployment Statistics (LAUS) monthly to help policymakers and researchers track employment and unemployment at local levels. LAUS estimates are produced based on data from the American Community Survey (ACS), the Current Population Survey (CPS), the Current Employment Statistics (CES) survey, and state unemployment insurance (UI) data systems. Data are currently available through 2024. HR&A accesses LAUS data from the BLS's LAUS website.

Multifamily Tax Subsidy Projects (MTSP) Income Limits, U.S. Department of Housing and Urban Development (HUD).

The Multifamily Tax Subsidy Projects (MTSP) Income Limits set the maximum incomes for households to qualify for affordable housing funded by the Low-Income Housing Tax Credit (LIHTC) and tax-exempt bonds. Federal mandates require the U.S. Department of Housing and Urban Development (HUD) to update income limits annually based on the median family income for households of different sizes in each HUD Fair Market Rent (FMR) Area across the country. HUD's income limits are critical for understanding the supply of, need for, and development of affordable housing. Data are currently available through 2023. HR&A accesses MTSP Income Limits from the HUD website.

National Housing Preservation Database (NHPD), Public and Affordable Housing Research Corporation (PAHRC) and National Low Income Housing Coalition (NLIHC).

The National Housing Preservation Database (NHPD) compiles data on federally assisted—and some state-assisted—rental housing properties in the United States. As a longitudinal and deduplicated database, NHPD data tracks the supply of affordable housing over time, including each property’s location, funding source(s), and physical conditions. NHPD sheds light on potential affordability expirations, helping policymakers and researchers identify affordable housing in need of preservation. Data are currently available through 2024. HR&A accesses NHPD data from the NHPD website.

Occupational Employment and Wage Statistics (OEWS), U.S. Bureau of Labor Statistics (BLS).

The Occupational Employment and Wage Statistics (OEWS) provide employment and income data for each occupation at a variety of geographic levels. Based on its annual survey of employers and federal-state cooperation for data collection, the U.S. Bureau of Labor Statistics (BLS) calculates OEWS estimates each year. OEWS data inform policymakers and researchers about labor market conditions, employment, and wages in different jobs across the country. Data are currently available through 2022 . HR&A accesses OEWS data from the BLS’s OEWS website.

Population Level Analysis and Community Estimates (PLACES), U.S. Centers for Disease Control and Prevention (CDC).

The Population Level Analysis and Community Estimates (PLACES) dataset provides small area estimates for chronic health conditions and their risk factors. PLACES data are derived from the Behavioral Risk Factor Surveillance System (BRFSS), which incorporates data from ongoing telephone surveys administered by the U.S. Centers for Disease Control and Prevention (CDC) in partnership with state health departments. Data are currently available through 2021. HR&A accesses PLACES data from the CDC’s PLACES website.

Public Use Microdata Sample (PUMS), 5-Year Estimates, U.S. Census Bureau.

The Public Use Microdata Sample (PUMS) is a subset of data from the U.S. Census Bureau’s American Community Survey (ACS). Instead of the ACS’s data which are pre-tabulated at the geography level, PUMS data are anonymized and published at the individual and housing unit levels. PUMS allows researchers to access detailed demographic, economic, and housing data for customized analyses while protecting respondents' privacy. Data are currently available through 2022. HR&A accesses PUMS data from the Census Bureau’s PUMS API.

Statistics of Income (SOI) Migration Data, Internal Revenue Service (IRS).

By linking individual income tax returns filed over time, the Internal Revenue Service (IRS) identifies address changes from the prior year. The Statistics of Income (SOI) Migration Data counts these residential moves as inflows and outflows from county-to-county and state-to-state, breaking down counts by individuals and households and providing the total adjusted gross income for movers to and from each geography. SOI Migration Data are perhaps the best publicly available data source tracking internal

migration within the United States. Data are currently available through 2021. HR&A accesses the SOI Migration Data from the IRS website.

Zillow Housing Data, Zillow Research.

Zillow Research is a division of the online real estate marketplace Zillow that focuses on conducting and publishing housing market indexes, analyses, and reports. Zillow’s data covers various aspects of the housing market, such as home values, rent prices, for-sale listings, and market predictions, using data collected from their platform and other sources. Data are currently available through 2024. HR&A accesses Zillow Research’s Housing Data from the Zillow website

City of Portland | Office of the Mayor and City Council
Kate Sykes, Councilor (District 5)



To: Mark Dion Mayor and City Councilors
From: Kate Sykes, Councilor
Date: July 12, 2024
Re: Orders 26-24/25 and 25-24/25

Mayor Dion and Councilors:

The question of raising the minimum wage in Portland was put to voters by citizen referendum in 2022, paired with a question to eliminate the sub minimum wage. “An Act to Increase the Minimum Wage,” Sponsored by Councilors Phillips, Trevorrow, and Sykes and “An Act to Eliminate Portland’s Sub-Minimum Wage For Service Employees” sponsored by Councilors Pelletier, Trevorrow, and Sykes have been drafted to address a number concerns raised by opponents of those measures, and will give voters a chance to consider each one separately.

Why raise the minimum wage in Portland?

A minimum wage worker in Portland currently makes less than \$31,200 a year. That is less than half the median income in Portland. In 2022, the Maine Center for Economic Policy published an analysis of the likely impacts of an increase to the minimum wage in Portland to \$18 an hour by 2025. It found that 17,800 private sector workers would be positively impacted and 4,800 would be indirectly impacted as employers voluntarily raise wages to remain competitive with the new minimum wage. Two thirds of those workers were estimated to be women. Additionally, 39 percent of Latinx workers, 56 percent of Black workers, 51 percent of Asian workers, and 51 percent of Indigenous workers in Portland were projected to see wage increases. It also found that three quarters of workers with less than a high school education would see a wage increase, as well as almost half of those with some college credits but no degree. Raising the minimum wage to \$20 an hour by 2028, will likely extend the impacts to our lowest income workers.

Raising the minimum wage puts more money in the pockets of those who need it most, and it’s also one of the most effective tools we have at our disposal for confronting and reversing the affordable housing crisis. Right now, almost half of Portland renters are housing cost burdened, which means they pay over 30% of their income just to avoid homelessness. (See page 87 of the Maine Housing Data Portal Report, “Housing Needs Assessment – Portland

City”). The overwhelming majority of workers making under \$20 an hour in Portland are renters. Raising the minimum wage and eliminating the subminimum wage will make housing more affordable for tens of thousands of people.

Why eliminate the sub-minimum wage for service workers in Portland?

The wages of tipped workers typically fall in the bottom quartile of all U.S. wage earners, even after accounting for tips. Tipped workers are more likely to live in poverty and rely on public benefits than non-tipped workers, and the subminimum wage exacerbates the economic impacts of racism by contributing to a larger poverty gap between white service workers and service workers of color. Women, who make up 70% of tipped labor in Portland, frequently report being sexually harassed, often by the very same customers whose tips they depend on for income. In 2020, Maine eliminated the subminimum wage for disabled workers, but tipped workers still suffer under this inequitable law. It’s time that Portland leads the way in demanding one fair minimum wage for all workers.

In 2022, the Maine Center for Economic Policy published an analysis of the likely impacts of phasing out the tipped minimum wage by 2025. It estimated that eliminating the sub-minimum wage for service employees would positively impact 1500 workers in Portland.

Further, the report noted that “customers in states without a tipped minimum wage still leave tips at similar frequencies and amounts to those in other states. As a result, workers earning the full minimum wage plus tips are better off than those earning a lower minimum wage plus tips.”

Additional studies show that paying tipped workers the regular minimum wage has had no discernible effect on leisure and hospitality employment growth in the states where tipped workers receive the full regular minimum wage. Studies show that sector growth in these states has been stronger since 1995 than in the states where tipped workers are paid a subminimum wage.

If passed by voters, An Act to Eliminate the Sub-Minimum Wage will ensure that tipped workers receive the full minimum wage that all workers receive, plus tips, by 2034. To address concerns raised in the MCEP report, the phase-in schedule was changed from the 2022 citizen initiated ballot question, to be more gradual, occurring over a ten year period, rather than five.

Attachments: Housing Needs Assessment - Portland City; Portland 2022 Minimum Wage Initiative Analysis James Myall, Economic Policy Analyst, MECP

Analysis of Proposed Minimum Wage Increases for the City of Portland

James Myall, Senior Policy Analyst

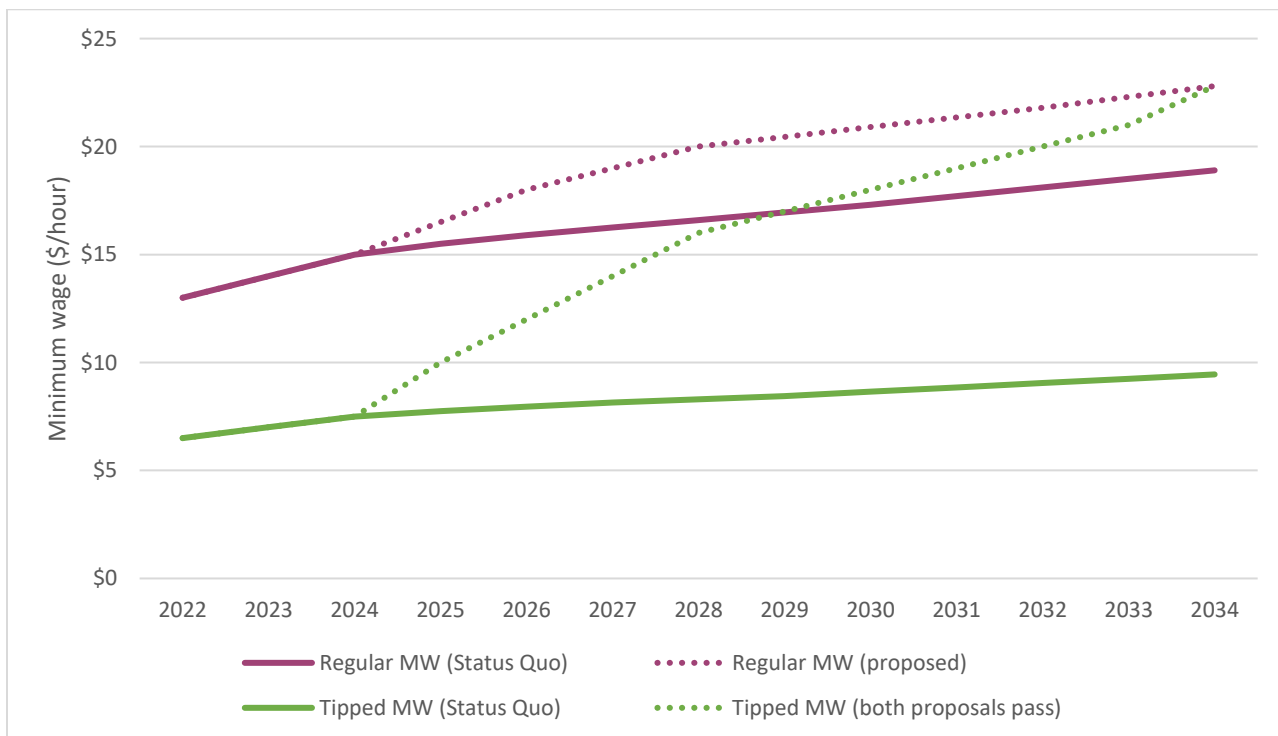
August 12, 2024

Dear Councilors,

Please find below analysis from the Maine Center for Economic Policy no two ordinances which we understand to be under consideration by the council. If you have any questions, please do not hesitate to contact me at jmyall@mecep.org

Of the two proposals currently under consideration, one would increase the regular minimum wage in increments from the current rate of \$15 per hour to \$20 per hour by 2028, and continue indexing it to inflation thereafter (as is current practice). The second, separate, proposal would gradually phase out the tip credit provided to employers of workers who receive a substantial amount of their compensation in tips. Under Portland's current tip credit, an employer may pay an employee half the regular minimum wage as long as the employee's tips "top up" their earnings to at least the regular minimum wage. The proposal would phase out the credit so that base wage paid by employers of tipped employees increases each year until it equals the full minimum wage. MECEP's analysis suggests that if both ordinances passed, the tipped wage would equal the full minimum wage in 2034.

Figure 1: Proposed minimum wage schedules



MECEP analysis of proposed ordinance language. Future increases indexed to inflation are estimated using the Consumer Price Index projections in the Congressional Budget Office's economic forecast of June 2024.¹

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Feasibility of the Proposed Minimum Wage Levels

Economists often judge the impact of a minimum wage on the local economy by the relationship of the minimum wage to the median wage for a full-time, year-round employee, particularly to determine whether a proposal will cause negative effects like increased unemployment. This ratio is sometimes known as the Kaitz Ratio. MECEP estimates that the current median hourly wage for a full-time, year-round employee in Portland is \$28.71 per hour. The current minimum wage of \$15 per hour is therefore equivalent to 52% of that. By 2028, MECEP projects the median wage for full-time, year-round employees in the city will have risen to \$32.76, which means that the proposed minimum wage of \$20 per hour would be equivalent to 61% of the median.

This is an appropriate level at which to set a new minimum wage. Most economists agree that a minimum wage at less than 60% of the median wage will produce no significant employment losses, and some recent studies have found that there may be no ill effects as high as 80% of the median wage.²

There is less recent research on the impact of changing the tipped minimum wage – partly because so few jurisdictions have changed their tipped minimum wage schedule in the last few decades (Chicago and DC have begun the process of phasing out their tipped minimum wage in 2024). However, the evidence from the seven states without a separate tipped minimum wage suggests that both the hospitality industry and hospitality workers can thrive with a higher minimum wage. Workers in those states earn higher post-tip wages, fueled by customers' willingness to continue to leave tips even when workers are earning a higher base wage. Meanwhile, these states maintain robust hospitality and tourism industries.³

Impact of the proposed minimum wage increases

MECEP estimates that by 2028, the increase of the standard minimum wage from \$15 to \$20 per hour will increase the wages of over 18,000 workers, or just over one in four people employed in Portland (27%). This includes 11,000 directly-impacted workers, who would otherwise be earning less than \$20 per hour without the proposed ordinance. It also includes 7,000 workers who would otherwise be earning between \$20 and \$23 per hour, whose wages will increase to keep them above the new minimum wage, as their employers remain competitive.

This will result in an additional \$60.4 million in wages paid annually to these employees, with the average impacted worker receiving \$3,300 per year.

The minimum wage increase would help close the gap between the lowest-paid employees and everyone else, and would reduce the gender and racial inequalities caused by systemic and individual discrimination, as well as long-standing social expectations. MECEP estimates that while 23% of men working in Portland will benefit from the minimum wage increase, the same is true of 32% of women. Similarly, while 27% of white, non-Hispanic workers in Portland would see a wage increase, the same is true of 31% of people of color working in Portland. (Due to the small sample size of the available data, MECEP did not estimate impacts for individual racial groups, but other research suggests that the impact would be particularly large on Black and Latino workers).

Younger workers and (to a lesser extent) older workers are more likely to be working in low-paid jobs, and therefore benefit more from a minimum wage increase. MECEP estimates that 47% of workers under 20 and 55% of workers aged between 20 and 24 will see an increase from the higher minimum wage, as will 25% of those aged 65 and older. By contrast, only 18% of those aged 45-54 (often considered "prime earning years") would be impacted by the minimum wage increase. It is worth noting, however, that while younger workers disproportionately benefit, workers under 20 still represent only 7.5% of all impacted workers.

While some critics of minimum wage increases suggest that younger workers are more likely to face unemployment as a result of increasing the minimum wage above their perceived productivity levels, recent evidence in Maine suggests this is not the case. Between 2016 and 2024, Maine's minimum wage has increased from \$7.50 per hour to \$14.15 per hour, and the share of teenagers working who are employed is at its highest level in years. Doubtless a strong labor market has helped employers put more value on the work of younger Mainers, and it will continue to do so in the years ahead.

MECEP estimates that workers with fewer years of formal education are also the most likely to see increased wages under the ordinance. Almost half of workers without a high school diploma or equivalent would see a wage increase, as would 38% of those with only a high school qualification.

The Census Bureau classifies workers in two ways – by *occupation* (the kind of work they do) and by *industry* (the place they work). The occupations which would benefit most from a minimum wage increase would be food service occupations (where 73% of workers are impacted), workers providing personal services (51%), health care support workers (50%), cleaners (48%), and transportation workers (43%).

The industries with the most impacted workers include hospitality and entertainment (55% of workers are impacted), social services (46%), and retail (43%).

MECEP estimates around 1,500 workers in Portland are tipped workers (2% of the total employee workforce). Women are approximately four times as likely to be tipped workers as men. In contrast to some other jurisdictions, people of color are less likely to be tipped workers in Portland than white-non-Hispanic Portlanders. Tipped workers are primarily concentrated in the restaurant industry (which accounts for 75% of tipped workers in Portland). Around two thirds of tipped workers (67%) are waiters and waitresses while a significant portion are bartenders (14%) or hair stylists (11%). Increasing the regular minimum wage would increase tipped workers incomes by \$3.7 million per year by 2028. The average impacted worker would receive an additional \$1,300 per year. Phasing out the tipped minimum wage entirely would increase their wages by \$22 million per year by 2034, an average increase in earnings of \$14,700 per year.

Other impacts

The increase in workers' wages would have multiplier effects in the local economy. Research shows that low wage workers are more likely to spend their money locally – at grocery stores, on services like haircuts and on rent. These dollars flow back into the local economy and create more economic growth. (By contrast, the profits that will be reduced through minimum wage increases are more likely to be spent on travel out of state, investments in the international stock market, and assets like real estate). Minimum wage increases can therefore benefit local economies like Portland's. This can help many of the same businesses impacted by the increased payroll costs, and reduce the need to increase prices.⁴

Restaurants are often thought of as particularly impacted by minimum wage increases, since their labor costs are unusually high. Several studies have tried to examine the impact of minimum wage increases on this sector in particular. One large study using data from nearly every McDonald's location in the US found that while minimum wage increases were largely passed on to customers, McDonald's workers were still better off even after accounting for the price increases. The same study also found that McDonald's adopted touch screen technology at the same rate even in places with no minimum wage increases.⁵ Another study which looked at the impact of local minimum wage increases in California cities found that a 25% increase in the minimum wage (as Portland is considering) resulted in an average increase in restaurant prices of 1.45% (the largest increase was 2.45% among chain restaurants and the increases averaged 1.0% among full-service restaurants).⁶ Other research has found that while minimum wage increases can lead to poorly-reviewed restaurants closing, it has no impact on restaurants with loyal customer bases.⁷

While some people express concern that small businesses may be more impacted by minimum wage increases, recent research suggests that workers at smaller businesses benefit from greater wage increases without any significant increase in layoffs as a result of minimum wage increases.⁸ Moreover, the impact of minimum wage increases on the profit margins of all businesses is lower than might be expected because higher minimum wages generally lead to higher employee morale and lower turnover.

Research also shows spillover benefits from higher incomes for low-wage workers. The share of people living in poverty decreases,⁹ and it is also likely that an increased minimum wage will reduce costs for state and local safety net programs, though MECEP does not have enough data to produce a precise estimate for this in the case of Portland.

The tipped minimum wage currently creates a unique set of problems. Workers in this industry are more likely to suffer from wage theft, because some employers do not check to see if their tips actually make up the difference to the minimum wage, and for low-wage workers dependent on their job for survival, complaining about wage theft can be extremely risky.¹⁰ Similarly, because workers are directly dependent on customers for their wages, the tipped minimum wage permits discrimination that would be illegal from an employer. Customers are able to tip more based on a server's gender,¹¹ race,¹² and perceived attractiveness¹³ – and evidence shows that they frequently do. As a result, older workers and people of color in tipped industries earn significantly less. Reliance on tips also forces workers to tolerate behavior in customers (and sometimes their employers) that should be unacceptable. Levels of harassment in the restaurant industry are unusually high for this reason.¹⁴ Phasing out the tipped minimum wage would go a long way to eliminating these problems in the hospitality industry.

Table 1: Selected Impacts of Increasing the Regular Minimum Wage to \$20/hour by 2028

Workforce	Number	Directly impacted	Indirectly impacted	Total impacted
All employees	67,000	16%	11%	27%
Men	34,000	14%	9%	23%
Women	33,000	19%	13%	32%
White, non-Hispanic	60,000	16%	11%	27%
People of Color	6,900	22%	9%	31%
16-19 year-olds	2,900	34%	14%	47%
20-24	6,500	37%	19%	55%
25-34	15,000	18%	14%	32%
35-44	13,000	11%	9%	20%
45-54	13,000	10%	8%	18%
55-64	12,000	12%	9%	20%
65+	4,200	14%	11%	25%
No high school qualification	3,100	34%	13%	47%
High school only	28,000	22%	16%	38%
Associate's degree	7,000	14%	11%	25%
Bachelor's degree	19,000	11%	8%	18%
Master's degree or higher	9,200	4%	3%	8%
Food prep workers	3,900	43%	31%	73%
Personal service workers	1,400	29%	22%	51%
Health care support workers	2,200	30%	21%	50%
Cleaning staff	1,500	33%	15%	48%
Transportation workers	4,200	30%	13%	43%
Sales workers	6,200	24%	12%	36%
Office workers	7,900	19%	14%	33%
Construction workers	2,900	15%	18%	33%
Education workers	4,600	17%	9%	26%
Entertainment workers	1,100	14%	10%	24%
Community and Social Workers	1,300	8%	12%	20%
Production workers	2,700	15%	9%	24%
Protection workers	1,200	11%	6%	17%
Repair workers	3,200	7%	8%	15%
Computer workers	2,000	3%	9%	12%

Medical professionals	5,200	6%	6%	11%
Managers	7,500	5%	4%	9%
Business workers	3,200	3%	6%	8%
Engineers	1,700	2%	2%	4%
Financial workers	1,400	2%	2%	4%
Hospitality industry	5,900	34%	20%	55%
Social and community agencies	1,700	31%	15%	46%
Retail	8,500	30%	14%	43%
Personal services	2,400	16%	16%	32%
Transportation	2,100	18%	12%	30%
Construction	3,600	13%	14%	27%
Education	6,800	16%	10%	26%
Information	1,400	16%	8%	24%
Medicine	9,700	12%	10%	22%
Wholesale	1,400	14%	6%	20%
Professional services	6,400	10%	9%	18%
Manufacturing	7,800	7%	8%	15%
Finance	5,800	7%	7%	15%
Administration	2,400	5%	5%	10%

Table 2: Selected Characteristics of Tipped Workers in Portland

Workforce	Total	Share of Workers who are Tipped
Total	67,000	2.2%
Men	34,000	0.9%
Women	33,000	3.6%
White, non-Hispanic	60,000	2.3%
People of Color	7,000	1.5%

Table 3: Selected Characteristics of Tipped Workers in Portland

	Share of the tipped workforce
Waiters and Waitresses	67%
Bartenders	14%
Hairdressers and stylists	11%
All other occupations	9%
Restaurants	75%
Other hospitality	8%
Beauty shops and nail salons	10%
All other industries	7%

Methodology

To estimate the impacts of each minimum wage proposal, MECEP began with data from the US Census Bureau's American Community Survey data for 2018-2022. The ACS includes data on an individual's place of work, and for this analysis, individuals working within the Public Use Microdata Areas covering the greater Portland area were included. This area covers a much larger area than Portland proper, so the total number of impacted employees was adjusted downwards using the total number of employees within the city according to the Maine Department of Labor's Quarterly Census of Employment and Wages. The analysis only included people working as employees; those who are self employed were excluded.

Hourly wages for each worker were calculated by taking the individual's total earnings from employment by the number of weeks worked in the survey year and the usual number of hours worked each week. In 2018, the question for the number of weeks worked included answers with a range of weeks (e.g. 50 to 52 weeks, or 14 to 26 weeks). For individuals surveyed in this year, the number of weeks worked were estimated using the midpoint of each range.

To adjust hourly wages from the 2022 to their current 2024 levels, most calculated hourly wages were increased by the estimated rate of inflation between 2022 and 2024 (7.3%); for workers earning at or below the tipped minimum wage, wages were increased by the increase in Portland's tipped minimum wage (\$1 per hour); for those earning above the tipped minimum wage but below the minimum wage, wages were increased by the increase in Portland's regular minimum wage over that period (\$2 per hour). Future hourly wage increases through 2034 were assumed to be at the rate of inflation estimated by the Congressional Budget Office (3.4% per year).

For non-tipped workers, impacted workers are those who earned between 80% the regular minimum wage in 2022 and 100% of the new minimum wage in 2028. This excludes workers reporting very low wages who are likely to either be mis-reporting or victims of wage theft. In either case they are unlikely to be able to benefit from the proposed increase. Indirectly-impacted workers are those earning above the minimum wage in 2022 and less than 115% of the new minimum wage in 2028. For tipped workers, all those earning below the minimum wage in 2022 are considered to be directly impacted, while the remaining tipped workers are all considered indirectly impacted. To calculate the total wage increase by 2028, non-tipped workers are assigned a wage increase equal to the larger of (1) the difference between their projected wage in 2028 and 115% of the new minimum wage and (2) the difference between the old and new minimum wages. Tipped workers' wage increases are assumed to be the difference in the tipped minimum wage.

This methodology is an adaptation of the model developed by the Economic Policy Institute.¹⁵

Notes

¹ Congressional Budget Office Economic Data, June 2024. <https://www.cbo.gov/data/budget-economic-data>

² Arindrajit Dube and Attila Lindner, "City Limits: What Do Local-Area Minimum Wages Do?" *Journal of Economic Perspectives*—Volume 35, Number 1—Winter 2021—Pages 27–50 <https://pubs.aeaweb.org/doi/pdfplus/10.1257/jep.35.1.27>

³ James Myall, "A Higher Minimum Wage is Good for Tipped Workers," *Maine Center for Economic Policy*, Apr 4, 2017. <https://www.mecep.org/blog/a-higher-minimum-wage-is-good-for-tipped-workers/>

⁴ Ben Zipperer, "Turnover, prices, and reallocation: Why minimum wages raise the incomes of low-wage workers." *Economic Policy Institute*, Jan 9, 2023. <https://www.epi.org/unequalpower/publications/turnover-prices-and-reallocation-why-minimum-wages-raise-the-incomes-of-low-wage-workers/>

⁵ Orley C. Ashenfelter and Štěpán Jurajda, "Wages, Minimum Wages, and Price Pass-Through: The Case of McDonald's Restaurants." *NBER Working Paper 28506*. Feb 2021 <https://www.nber.org/papers/w28506>

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- ⁶ Sylvia Allegretto and Michael Reich, "Are Local Minimum Wages Absorbed by Price Increases? Estimates from Internet-based Restaurant Menus". *IRLE Working Paper* No. 124-15. <http://www.irlle.berkeley.edu/files/2015/Are-Local-Minimum-Wages-Absorbed-by-Price-Increases.pdf>
- ⁷ Dara Lee Luca and Michael Luca, "Survival of the Fittest: The Impact of the Minimum Wage on Firm Exit." *Harvard Business School Working Paper* 17-088. https://www.hbs.edu/ris/Publication%20Files/17-088_9f5c63e3-fcb7-4144-b9cf-74bf594cc308.pdf
- ⁸ Jesse Wursten and Michael Reich, "Small Businesses and the Minimum Wage." *Institute for Research on Labor and Employment*, Working Paper 102-23, March 2023. <https://irlle.berkeley.edu/wp-content/uploads/2023/03/Small-Businesses-and-the-Minimum-Wage-3-14-23.pdf>
- ⁹ James Myall, "MECEP Policy Brief: Minimum wage increase brought higher wages, reduced child poverty in 2017," *Maine Center for Economic Policy*, Sept 24, 2018. <https://www.mecep.org/jobs-and-income/mecep-policy-brief-minimum-wage-increase-brought-higher-wages-reduced-child-poverty-in-2017/>
- ¹⁰ David Cooper and Teresa Kroeger, "Employers steal billions from workers' paychecks each year," *Economic Policy Institute*, May 10, 2017. <https://www.epi.org/publication/employers-steal-billions-from-workers-paychecks-each-year/>
- ¹¹ Drew McGraw, "Unequally Gracious: Gender Discrimination In Restaurant Tipping," *Render* June 20 2014. <http://www.renderfoodmag.com/blog/2014/6/18/unequally-gracious-gender-discrimination-in-restaurant-tipping>
- ¹² Michael Lynn et al., "Consumer Racial Discrimination in Tipping: A Replication and Extension," 2008. <https://www.wagehourlitigation.com/wp-content/uploads/sites/215/2015/10/cornell.pdf>
- ¹³ Tom Jacobs, "Attractive Servers Get Bigger Tips," *Pacific Standard*, Jun 14, 2017. <https://psmag.com/economics/attractive-servers-get-bigger-tips>
- ¹⁴ Restaurant Opportunities Center United, "Take Us Off the Menu: The Impact of Sexual Harassment in the Restaurant Industry," May 2018. <https://rocunited.org/wp-content/uploads/sites/7/2020/02/TakeUsOffTheMenuReport.pdf> and Becky Sullivan, "Tips And 'Service With A Smile' Rules Fuel Sex Harassment In Restaurants, Study Says," *National Public Radio*, July 22, 2021. <https://www.npr.org/2021/07/22/1019017172/tips-and-service-with-a-smile-drive-sexual-harassment-in-restaurants-study-find>
- ¹⁵ David Cooper et al., Minimum Wage Simulation Model technical methodology, Feb 26, 2019 <https://www.epi.org/publication/minimum-wage-simulation-model-technical-methodology/>



From: Brendan T. O'Connell - Finance Director
To: Portland City Council
CC: Danielle P. West, City Manager
Date: August 12, 2024
Re: Fiscal Impact of Proposed \$20 Minimum Wage

Executive Summary: This memo is intended to illustrate the fiscal impact of the increase to a \$20 minimum wage on the City of Portland as proposed in Order 25-24/25. The overall City mill rate is split into three portions, City General Fund (currently \$6.34), Cumberland County Tax (\$0.62) and Portland Public Schools (currently \$7.45), for a combined FY24 overall mill rate of \$14.41. This memo covers the impact to the City portion of the mill rate only (the \$6.34, or approximately 44% of the overall mill rate) as City staff do not have access to detailed Cumberland County or Portland Public Schools salary data.

In addition to the direct cost of increased wages for municipal workers currently earning under \$16.50 - \$20 per hour (impacts vary by year based on the proposal) there will also be impacts to wages for City workers currently earning just above those thresholds. The direct impact is a simple calculation based on current vs proposed wages. The indirect impact requires some assumptions which are outlined in the Additional Information and Calculation Assumptions portion of this memo. There will also be an impact on costs of labor for the City of Portland budget related to external contractors subject to the new proposal that is not included here.

A summary of the total estimated fiscal impact in each of the budget years impacted by the proposal is included below. The estimated increase to just the municipal portion of the mill rate is 77 cents, increasing it from \$6.34 for FY24 to \$7.11 by 2028 (a 12.1% tax rate increase on the municipal portion of the mill rate). A brief analysis and the assumptions used in the fiscal impact calculations are included in the body of the memo. If a more detailed analysis or different assumptions are desired by the City Council, I recommend additional Finance Committee review. Typically a proposal of this magnitude with such a significant City budget and overall financial impact would warrant a detailed review performed by the City's Finance Committee, complete with multiple meetings and opportunities for public comment.

FISCAL IMPACT NOTE	2025		2026		2027		2028	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
New Program Cost Data:								
Example:								
ADD: NEW ITEM ANNUAL EXPENDITURES		\$3,440,543		\$6,881,087		\$9,174,782		\$11,468,478
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$3,440,543	\$3,440,543	\$6,881,087	\$6,881,087	\$9,174,782	\$9,174,782	\$11,468,478	\$11,468,478
New Program Impact to the Tax Rate	\$0.2312	\$0.2312	\$0.4625	\$0.4625	\$0.6166	\$0.6166	\$0.7708	\$0.7708
New Program % Impact on Tax Rate	3.6472%	1.6047%	7.2945%	3.2094%	9.7260%	4.2792%	12.1575%	5.3489%
Tax Rate Including New Program	\$14.64	\$14.64	\$14.87	\$14.87	\$15.03	\$15.03	\$15.18	\$15.18

Additional Information and Calculation Assumptions:

For those who have not had the chance to see the proposal, it includes a new minimum wage of \$16.50 per hour effective 1/1/25, a new minimum wage of \$18.00 per hour effective 1/1/26, a new minimum wage of \$19.00 per hour effective 1/1/27, and a new minimum wage of \$20.00 per hour effective 1/1/28. Please note, this memo only calculates the fiscal impacts through the end of 2028, at which point future increases would be indexed to inflation as measured by the Consumer Price Index for All Urban Consumers. Please also note, the City does not have any tipped workers / employees who may fall into categories of special categories of minimum wage.

The City has several categories of employees including full time, part time, temporary and seasonal. Including all categories, the City issued over 2000 W2's in 2024. The City has just over 600 employees earning between \$15 and \$20 per hour, primarily part time, seasonal and temporary employees. The City also has 368 employees in the \$20 - \$25 per hour wage bands, 377 employees in the \$25 - \$30 per hour wage bands, and 691 employees currently in the \$30+ per hour wage bands.

For employees in the \$15 - \$20 per hour wage bands, we have calculated the direct fiscal impacts of increases as proposed by year by comparing current hourly wages vs those in the proposal. When compared to the current minimum wage, there is a \$1.50 increase in 2025, another \$1.50 increase in 2026, and a \$1 increase in 2027 with an additional \$1 increase in 2028 - a total of a \$5 increase from the current minimum wage over the four year phase in (33%).

The City and our City labor unions have various job categories and classifications ("job grades") based on employee duties and skill levels required. These jobs are categories in our pay scale based on job grade. For employees in the \$20 - 25 per hour and \$25 - \$30 per hour bands we have assumed identical dollar amount increases in each calendar year vs minimum wage (\$1.50, \$1.50, \$1.00 and \$1.00 for 2025 through 2028 respectively) to maintain spacing between the various job grades for different skill level positions (so supervisors do not begin to make less than the employees they supervise, etc). For those employees making above \$30 per hour we have only assumed 1/2 of the dollar increases per calendar year (\$0.75, \$0.75, \$0.50 and \$0.50 for 2024 through 2028 respectively) - so there will be additional wage compression and a smaller difference between different job grades / different skill level positions.

In total for 2025, the estimated fiscal impact to wages is expected to result in an additional cost of \$3.4M. For 2026, that estimated impact rises to an additional \$6.8M. For 2027, the estimated impact rises to \$9.2M, and for 2028 the cost rises to \$11.5M. These cost increases are for the City / municipal portion of the mill rate alone, and trigger an increase by year of 23 cents for 2025, 46 cents for 2026, 62 cents for 2027 and 77 cents for 2028 (cumulative). This is a 12.1% increase from the current mill rate. Please note, these figures do NOT include potential cost increases for Cumberland County and the Portland Public Schools - the cost of those services to City taxpayers will also rise and trigger further increases to the overall tax rate.

It is worth noting that taxes for FY25 are in the process of being committed based on a budget City Council passed in June 2025, prior to the existence of this agenda item/proposal. I am unsure of how the City could fund the first six months of cost increases under this proposal if it were to pass (1/1/25 through 6/30/25) since the FY25 budget has already been approved and a tax levy was set based on estimated wages for FY25 prior to this proposal. Based on this costing, the City/municipal side of the budget could face a shortfall and it may be necessary for City Council to make a supplemental/emergency funding appropriation shortly after a new City Council is seated.

Testimony re: Re: Order 25-24/25 (Increase Portland's minimum wage)

Colin Vettier <colin.vettier@gmail.com>

Sat, Aug 17, 4:00 PM (2 days ago)

to council, publiccomment

Testimony of Colin Vettier

Re: Order 25-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage

Before the City Council August 19th, 2024

Dear Mayor Dion and honored members of the City Council, thank you for the opportunity to provide testimony regarding Order 25-24/25. My name is Colin Vettier, I immigrated to the US about 8 years ago. Now a citizen, I have resided in Portland for the past 3 years. As a Portland resident I fully support the proposed increase to the city's minimum wage.

It is a necessity for Portland to increase the minimum wage from \$15 an hour to \$20. Most workers in Portland cannot afford living in the city and are forced to commute long ways in order to serve our community. We have seen last year, through an appealing campaign flooded with out of state money, that low wages only serve silicon valley tech companies.

The Maine Center for Economic Policy estimates that raising the minimum wage to \$20 per hour will increase the wages of 27% of people employed in Portland and pay over \$60 million in additional wages each year. This would allow our community to close the gap between the lowest-paid employees and everyone else, reducing gender and racial inequalities.

I could go on and on about why we need to increase the minimum wage (the median wage doesn't allow to rent or access to homeownership, restaurants are closing because they can't find anyone wanting to work for low wages, the cost of life is increasing but not our salaries, etc.). It is time Portland Maine leads the nation and actually shows that it cares about the workers that make the fabric of our community.

Kindly,
Colin VETTIER



August 18, 2024

Re: Order 25 – 24/25. Order 26 – 24/25 and Order 35 – 24/25

Good evening, members of the Portland City Council. I am sorry I could not be here in person to speak.

My name is Mary Allen Lindemann. I am a business owner in Portland and a resident in District 5. I am the owner and co-founder of Coffee By Design, which has been part of this community since 1994. My business is built on the principles of ethical practices, philanthropy, and progressive values, including the belief that every worker deserves a livable wage.

Let me start by acknowledging the importance of addressing wage disparities and the urgent need for affordable housing. Coffee By Design has employees who commute an hour or more each way just to work in this city. This isn't sustainable. However, the proposed increase of the minimum wage to \$20 an hour is not the solution.

This dramatic increase, while well-intentioned, would place an enormous strain on small businesses like mine. A \$20 minimum wage would increase our labor costs significantly, making it challenging to maintain our current staffing levels or hire new employees. It would also negatively impact the benefits we offer which include health insurance, employee assistance plan and 401k.

Additionally, this proposal could discourage new businesses from opening in Portland and is likely to push existing businesses to relocate to surrounding towns or, worse, close their doors. The ripple effect would be devastating to the local economy.

Furthermore, I want to express my support for the proposal to separate Portland from the state when emergency wage laws go into effect due to situations outside of Portland. I also strongly oppose the elimination of the tip credit, as it would further complicate the financial stability of many businesses.

The reality is that the issues we're trying to address—affordable housing, cost of living, and income inequality—are national problems that require comprehensive solutions. Raising the minimum wage to \$20 per hour in a single community might seem like a step forward, but it doesn't address the root causes of these issues. Instead, it risks causing more harm than good to the very people and businesses it aims to help.

I urge the Council to consider a more balanced approach that recognizes the unique challenges faced by small businesses in this community. Hopefully, we can work toward solutions that benefit everyone without causing unintended damage.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Mary', followed by a long, horizontal, slightly wavy line that tapers off to the right.

Mary Allen Lindemann
Owner & Co-Founder
Coffee By Design
1 Diamond Street
Portland, Maine 04101

Residence:
9 Richardson Street
Portland, Maine 04103

Fred McCann

(207) 209-3413 fred@fredmccann.com 244 Danforth Street, Apt 1 Portland, Maine 04102

Testimony of Fred McCann regarding
Order 25-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to
Increase Portland's Minimum Wage

Before the City Council
August 19th, 2024

Mayor Dion and members of the City Council, I appreciate the opportunity to provide testimony regarding Order 25-24/25. My name is Fred McCann. I've resided in Portland for the past thirteen years and I'm currently serving as Vice President on the Portland Water District Board of Trustees. As both a Portland resident and a landlord, I fully support the proposed increase to the city's minimum wage.

An Act to Increase Portland's Minimum Wage would increase the regular minimum wage in increments from the current rate of \$15 per hour to \$20 per hour by 2028, and continue indexing it to inflation thereafter. This is a necessary step for Portland to take to ensure that all of its workers, including those who are most vulnerable, can afford to live and thrive in our city.

The economic benefits of raising the minimum wage are clear. Maine Center for Economic Policy estimates that raising the minimum wage to \$20 per hour will increase the wages of 27% of people employed in Portland and pay over \$60 million in additional wages each year. This would help close the gap between the lowest-paid employees and everyone else, and would reduce the gender and racial inequalities caused by individual and systemic discrimination.

Moreover, the increase in workers' wages would have multiplier effects in the local economy. Research shows that low wage workers are more likely to spend their money on locally produced goods and services and on rent. These dollars flow back into the local economy and create more economic growth. This, in addition to higher employee morale and lower turnover, can help many of the businesses impacted by increased payroll costs mitigate the impulse to layoff workers or increase prices.

The overwhelming majority of workers making under \$20 an hour in Portland are renters. Raising the minimum wage will make housing more affordable for tens of thousands of people. Right now, almost half of Portland renters pay over thirty percent of their income just to avoid homelessness. Increased wages are good for both renters and landlords alike as it ensures that people who work in the city can afford to live in the city, strengthening our community as a whole.

In conclusion, raising the minimum wage to \$20 an hour is a common sense and compassionate policy that will benefit everyone in our community. I urge you to approve this measure and allow Portland voters the opportunity to make their voices heard. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Fred McCann', with a stylized, flowing script.

Fred McCann

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 11, 2025

SUBJECT: Order 240-24/25 Approving the Collective Bargaining Agreement Between the City of Portland and the Police Benevolent Association - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Police Benevolent Association, 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 Police Benevolent 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 - PBA Collective Bargaining
2. PBA 2025-2027 MOA w Redlined CBA
3. PBA Fiscal Impact Note - Fiscal Impact Note

Prepared by:

Date: 06/11/2025

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 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND THE POLICE BENEVOLENT ASSOCIATION**

ORDERED, that the Collective Bargaining Agreement between the City of Portland and Police Benevolent Association 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.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE PORTLAND POLICE
BENEVOLENT ASSOCIATION**

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 Benevolent Association (the “PBA Negotiating Team”) (collectively, the “Parties”).

WHEREAS, the City of Portland and the Portland Police Benevolent 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.
3. The Parties understand that the City is still in the process of creating the Civilian Police Review Board in accordance with the City’s Charter. As a result, the Parties agree and understand that Exhibit N regarding the Police Citizen Review Subcommittee will be in the new contract, with all rights reserved, and that it will remain open to discussion despite ratification of a successor collective bargaining agreement.
4. The Parties recognize that the language regarding overtime scheduling in Section 5.10 does not reflect the current practices of the Department. The Parties agree to meet through the departmental Overtime Board to establish overtime scheduling procedures which will incorporate a seniority-based rotational selection list.

5. The Parties agree that the details of the Master Patrol Officer position will be addressed in a Department SOP, as is the case with other speciality positions; however, the Parties agree to the following basic outline of the program:
 - Maximum of 10 Master Patrol positions in the Department
 - Maximum of two per shift, one on each time (A, B, C, D and E)
 - Appointment to these positions consistent with application/interview process for other specialties
 - Open to discussion about whether we move people to an open space on a shift, seek volunteers to change shifts, etc. upon implementation, given recent schedule change
 - But moving forward, goal of the City to make sure that qualified, experienced patrol officers are distributed throughout the shifts & squads
 - Minimum standards for qualification
 - Must be a current or former field training officer with at least one year of experience as an FTO
 - Minimum of 5 years working full-time in patrol with the Portland Police Department
 - At least 80 hours of post-Academy training completed
6. Cost of living increases, the new detective premium pay and the increases in current stipends or new stipends, including, but not limited to, the educational, specialty, and shift differential stipends, shall all be effective retroactive to July 6, 2025.
7. Upon implementation of the agreement, all bargaining unit members shall receive a one-time bonus in the amount of \$2,500.00.
8. The Parties agree to recommend and advocate adoption of the successor collective bargaining agreement to their respective principals.

PORTLAND POLICE
BENEVOLENT ASSOCIATION

By: Thien Duong, President
Date: _____

CITY OF PORTLAND

By: Keith Hansen, Chief Negotiator
Date: _____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

PORTLAND POLICE BENEVOLENT ASSOCIATION

January 1, ~~2024~~2025 – December 31, ~~2024~~2027

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AGREEMENT

AGREEMENT made this [] day of ~~February~~July, ~~2024~~2025 by and between the City of Portland, hereinafter the "City", and the Police Benevolent Association, hereinafter the "Association".

1. PREAMBLE:

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

2. RECOGNITION:

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

3. NO DISCRIMINATION BY PARTIES:

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

4. SALARIES:

4.1 Base Wages

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

~~Traffic Investigator(s) have been moved to the Detective pay scale~~

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

4.2 Specialty Payments

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

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

Stipend Amount: ~~\$40.00/week~~3.00/hour

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

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

Stipend Amount: ~~\$30.00/week~~1.50/hour

- 4.2.3 Specialists on the Special Reaction Team, Hostage Negotiation Team and the Hazardous Devices Unit will receive specialty pay upon completion of their required training or certification as designated by the Police Chief.

- 4.2.4 Except as provided in 4.2.4.1, Employees—employees may be compensated for up to one (1) full-time specialty and two (2) part-

~~time specialties, up to a maximum of \$6.00 per hour, selected to a full time specialty designated in 4.2.1 above may hold and be compensated for up to one (1) additional part time specialty as listed in 4.2.2 above.~~

4.2.4.1 Employees in the Master Patrol Officer specialty position may hold up to two (2) full-time specialties, but are limited to a total of \$6.00 per hour in specialty pay stipends.

4.2.5 Employees assigned to the Special Reaction Team who are in training will receive a \$75 annual stipend payable as soon as possible after the beginning of the fiscal year, but not later than thirty (30) days after the beginning of the fiscal year. This is a retroactive payment for that fiscal year. The employee must be an active employee on July 1st in order to qualify for the payment. The stipend will be pro-rated for employees who qualified for the stipend for less than the full prior calendar year.

4.2.6 Employees with an up-to-date Emergency Medical Technician certification shall receive a stipend of \$15.00 per week.

4.3 Educational Incentive Stipend

4.3.1 The City shall pay to employees an educational incentive stipend (EIS) based upon educational level attained above high school.

4.3.2 Eligible employees will receive an hourly educational incentive stipend to be included in the employee's regular rate of pay. The hourly stipends based on the forty (40) hour work week are as follows:

Associate's Degree <i>(or at least 60 credits)</i>	\$341.00 /hour
Bachelor's Degree	\$462.50 /hour
Master's Degree	\$585.00 /hour

4.4 Shift Differential

4.4.1 Police Officers are eligible for shift differential in accordance with ~~4.14.2~~ following certification by the Maine Criminal Justice Academy or upon their date of hire as a Portland Police Officer if they possess prior MCJA certification or certification recognized by the Maine Criminal Justice Academy.

4.4.2 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:

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.

~~Officers, including detectives and evidence technicians, whose regular assignment is to a shift for which the majority of the hours fall after 6:00 p.m. shall receive a shift differential of fifty cents (\$.50) per hour for the entire shift. Officers, including detectives and evidence technicians, whose regular shift assignment is to a shift for which the majority of the hours fall after 11:00 p.m. shall receive a shift differential of sixty five cents (\$.65) per hour for the entire shift.~~

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

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

~~4.4.2.2 — Officers assigned to the above teams who work a part of their week or a full week on days at their own request will not receive night shift differential.~~

~~4.4.2.3 — Officers who are not regularly assigned to the above teams but who work the above schedules for any reason are not eligible for shift differential.~~

~~4.4.2.4 — Officers whose regular work schedule does not consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days will not receive a shift differential.~~

4.4.3 To ensure the safety of all teams:

4.4.3.1 Shifts or teams shall be assigned by seniority with the exception of probationary officers.

4.4.3.2 The department shall ensure that each shift or team

has no less than one-third of its officers with four years in the department. The Chief may waive this requirement at ~~his~~their discretion.

4.4.3.3 Should the number of officers with four years in the department fall below one- third on any shift or team, the department will request volunteers who are willing to bump into that shift or team providing the Chief has not waived this requirement. Volunteers may bump into that shift or team by departmental seniority.

4.4.3.4 If there are insufficient volunteers, the department may implement a temporary transfer of the least senior officer who has completed the working test period and who has four or more years of creditable law enforcement experience following certification either in the department or at another law enforcement agency. However, that officer will maintain ~~his/her~~their slot on the shift or team that ~~he/she is~~they are temporarily transferred from. When there is a next least senior officer with four or more years in the department, the officer temporarily transferred will return to ~~his/her~~their original assignment. Once a shift or team has one-third of its officers with four or more years on the department temporary transfers will cease.

4.5 When officers involved in a critical incident, such as use of deadly force, or motor vehicle accident involving death or serious injury, on or off duty, while operating under the color of the law, are placed on administrative leave, the City will pay them their average salary to include overtime earned during the previous fifty-two (52) weeks.

5. HOURS AND OVERTIME:

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

rate for Island Officers is defined in Exhibit H. The schedule for Police Patrol as well as Detectives is set forth in Exhibit K.

5.1.0 Work Schedule Re-opener

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

5.1.1 When a member of the Detective Bureau, Polygraph Operator, Traffic Investigator, Evidence Technician, Canine Officer or Island Officer works an overtime shift in Patrol, the Officer's overtime rate will be used.

5.1.2 When an Officer whose regular shift assignment does not entitle ~~him/her/them~~ to shift differential works an overtime shift, that Officer will not receive night shift differential. ~~even if a majority of the hours worked fall between 1:00 p.m. and 8:00 a.m.~~

5.1.3 When a time change occurs during an employee's shift, the employee will be paid in accordance with actual hours worked. In the Spring, when the shift is seven (7) hours or nine (9) hours, depending upon the employee's regularly assigned shift schedule, the employee will be scheduled to work a full eight (8) or ten (10) hour shift. In the Fall, when the shift is nine (9) hours or eleven (11) hours, depending upon the employee's regularly assigned shift schedule, the employee will be paid overtime for the additional hour. ~~Members of the CID shall be on a rotating on-call system as set forth in Exhibit L.~~

5.1.4 Officers who are not permanently assigned to the islands and who have up-to-date EMT certification may be assigned to Peaks Island on a temporary basis. They will work under the terms and conditions of employment that are defined by Exhibit G for the duration of the assignment, which will not exceed six (6) months. Officers who are assigned to Peaks Island on a temporary basis will be eligible to receive specialty pay for the duration of the assignment once they have completed Fire Drill School. Officers certified prior to March 15, 1996 may refuse such assignments; however, the City will not continue to pay their certification fees.

5.2 The regular forty (40) hour work week shall not be shortened; provided, however, that this provision shall not be construed as restricting, limiting, or qualifying in any manner the right of the City to lay off members or reduce the work force in the Police Department in accordance with the seniority provisions.

5.3 For the purpose of this section, "hours worked" shall mean only one of the following:

- (a) Hours actually worked and paid for with City of Portland Police Department funds.
- (b) Hours compensated for by holiday pay.
- (c) Hours compensated for by vacation pay.
- (d) Hours compensated for by bereavement and funeral leave.
- (e) Hours spent riding to and from Peaks Island up to a total of 30 minutes per round trip. The Chief may approve compensation for boat travel time to Peaks Island in excess of 30 minutes in unusual or emergency circumstances.
- (f) Hours compensated for by personal leave.

(g) Hours compensated for by Earned Paid Leave (EPL).

(h) Hours compensated for by non-disciplinary paid administrative leave.

5.4 For the purpose of this section, "hours worked" shall not include:

- (a) Hours compensated for by sick leave.
- (b) Hours compensated for on so-called "non-City doubles" or special details as defined below.
- (c) Hours compensated for by reserve service leave or military leave.
- (d) Hours compensated for by jury pay.
- (e) Hours compensated for by injury pay.
- (f) Hours compensated for workers' compensation pay.
- (g) Hours cashed in for vacation and comp time.

(h) Hours compensated for by disciplinary paid administrative leave.

5.5 Any employee required, during ~~his~~their otherwise off-duty time, to appear at the Maine District, Superior, Juvenile, or U.S. District Courts; Grand Jury; Liquor Commission hearings, or Secretary of State hearings to be a witness in any matter arising out of the performance of duty shall receive a

minimum of four (4) hours pay at one and one-half (1-1/2) times their regular rate of pay. Employees required to make multiple court appearances on a given day may submit one court slip for the morning and one court slip for the afternoon. Employees may submit an additional slip in either the morning or afternoon if required to attend Secretary of State hearings (Motor Vehicle) in addition to another type of court hearing in the same morning or same afternoon. Employees may submit two (2) slips if a morning court session extends into any portion of the afternoon, excluding the usual noontime lunch hour.

5.6 In the case of Civil Service Commission hearings only, any employee required to attend said hearings as a witness in any matter arising out of the performance of duty shall receive a minimum of two (2) hours pay or may receive one and one-half (1-1/2) times their regular rate of pay for hours spent testifying as a witness, whichever is greater, but not both.

5.7 The employee shall turn over to the City all witness fees or other payments paid directly from the Maine District, Superior, or U.S. District Courts; Grand Jury; Liquor Commission hearings; Secretary of State hearings; and Civil Service Commission hearings as or because of the employee being a witness and for which time ~~he was~~they were compensated by the City pursuant to this section.

5.8 Special Details

5.8.1 For special detail assignments, where the Department is reimbursed by non-City recipients of Police Department services, ~~except as provided in 5.8.2 below~~ employees shall ~~be paid~~receive a minimum of four (4) hours pay at an hourly rate of 1.97 times the top step of the patrol pay plan for all hours worked.~~receive a flat rate of \$52.00 per hour.~~

5.8.2 Employees assigned to non-City or non-school strike sites shall receive a minimum of eight (8) hours pay at an hourly rate of 1.97 times the top step of the patrol pay plan for all hours worked.~~\$52.00 per hour or double time the outside detail rate of fifty two dollars (\$52.00), times the number of hours actually worked, whichever is greater.~~

5.8.3 For special detail assignments where the Department is reimbursed directly by any City Department or the School Department, employees shall receive either a minimum of six (6) hours pay at their regular rate or one and one-half (1 1/2) times their regular rate of pay times the hours actually worked, whichever is greater, but not both.

5.8.4 Officers assigned to non-City special detail assignments as outlined in Section 5.8.1, or non-city or non-school strike sites as outlined in Section 5.8.2, shall receive four (4) hours of pay ~~calculated at \$52.00 per hour at an hourly rate of 1.97 times the top step of the patrol pay plan~~ for cancellations with less than twelve (12) hours advance notice.

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

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

5.9.2 Members of the CID shall be on a rotating on-call system as set forth in Exhibit L.

5.10 Overtime

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

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

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

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

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

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

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

5.10.5 ~~All patrol o~~Officers, except those in positions designated to receive detective premium pay as outlined in Exhibit A, with less than three years of service at the police department will be placed on the "forced list" for the purpose of filling overtime assignments. Officers will be forced on a rotating basis in order of least to most senior, except as provided in 5.10.2.~~The officer's name will be removed from the list upon their three-year anniversary date.~~

5.11 Overtime/Compensatory Time

5.11.1 Except as provided in 5.11.2 below an employee may, at ~~his/her~~their discretion and with the approval of the Bureau

Commander or designee, receive compensation for overtime worked in the form of compensatory time at the time and one-half rate in lieu of overtime pay for non-reimbursed City jobs. Examples of reimbursed City jobs include the Jetport, Court, Public Services, and the City's ~~Oxford Street Shelter~~Homeless Services Center.

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

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

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

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

5.12 Overtime Board

A departmental Overtime Board comprised of a Major, or ~~his/her~~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.

6. **HOLIDAYS:**

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

- | | |
|-----------------------------------|-----------------------------|
| (a) New Year's Day | (g) Labor Day |
| (b) Martin Luther King's Birthday | (h) Indigenous Peoples' Day |
| (c) Presidents Day | (i) Veteran's Day |
| (d) Patriot's Day | (j) Thanksgiving Day |
| (e) Memorial Day | (k) Christmas Day |

(f) Independence Day
(m) Juneteenth (June 19th)

(l) Floating Holiday

- 6.2 In the event an employee ~~is assigned to work~~ on one of the said observed holidays, the ~~Chief shall grant him/her a compensatory day off, which shall be ten (10) hours or eight (8) hours depending upon the employee's regular work schedule, or allow the employee~~ shall be entitled to a holiday credit plus one and one-half (1-1/2) times their base hourly rate for all regularly scheduled hours worked. ~~to cash in the holiday for eight (8) hours of holiday pay.~~ Employees who are not assigned to work on one of the said holidays will receive a holiday credit. In no instance shall more than five (5) holiday credits 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 10 hours for all shifts unless the employee works an 8 hour shift. Holiday cash outs per year are capped at 130 hours for all shifts.

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

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

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

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

Detectives/Evidence Technicians
CRU Personnel

Traffic Unit
School Resource Officers

If an officer or supervisor assigned to a specialty position chooses to work on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day; the Shift Commander may take that

officer or supervisor into account in determining the appropriate staffing levels for the holiday.

- 6.4 If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday. In such a case, however, the employee may, at ~~his/her~~their option, charge the observed holiday as a day of vacation leave or compensatory time and receive a holiday credit if such employee has sufficient accrued vacation leave or compensatory time prior to such observed holiday to so charge it.
- 6.5 In no event shall an employee be permitted to charge an observed holiday, Christmas Eve or New Year's Eve as a day of personal leave.
- 6.6 In addition to the above, any special, non-recurring holiday declared by the President of the United States or the Governor of the State of Maine and observed by other City employees pursuant to order or resolution of the City Council of the City of Portland shall be allowed as additional holiday.
- 6.7 ~~The City will comply with MainePERS laws and regulations regarding pension contribution deductions from holiday payments. The Maine Public Employees Retirement System clarified their definition of earnable compensation effective July 1, 1990. Effective August 1, 1991 members who cash in holidays after the week in which they occur will not have pension contributions deducted from these holiday payments. Holidays cashed in after the week in which they occur will be pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal to forty (40) hours.~~
- ~~Members who elect to take payment for these holidays in the week the holiday occurs will have pension contributions deducted from these holiday payments. Floating holidays when cashed in will be considered to be taken during the week in which they occur and will be pensioned as long as they are not carried into the next calendar year.~~
- ~~Members may receive reimbursements from MainePERS for pension contribution deductions taken during the period from July 1, 1990 through July 1991.~~

7. VACATIONS:

- 7.1 Vacation leave shall be earned by permanent employees at the rate of .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 year of service; and 3.08 hours per full payroll week in the twentieth and each succeeding year of service. For lateral hires, vacation leave shall be earned at a rate equal to their placement on the wage scale.~~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.~~

7.2 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this Article, years of service is defined as consecutive City service.

7.3 Maximum Accumulation

7.3.1 ~~All e~~Employees may accumulate up to a maximum of 200 hours of vacation leave.~~, or carry over, earned vacation time on the following basis:~~

a. ~~All employees hired by the City on or after January 1, 1981 may accumulate up to a maximum of 200 hours of vacation leave.~~

b. ~~All employees hired prior to January 1, 1981 may accumulate up to a maximum of 240 hours of vacation leave.~~

7.3.2 Employees shall not earn, or carry on the books, more than the applicable maximum accumulation, including any time converted from sick leave to vacation leave pursuant to Article 11.1.3.

~~7.3.3 In determining the amount of vacation time an employee can accumulate, only continuous permanent City service shall be considered.~~

7.4 Vacations shall be scheduled according to the present practice. Requests to use vacation time, compensatory time, or holiday time for a full shift or longer must be submitted at least 14 calendar days in advance, except as approved by the Chief of Police or their designee. All vacations, regardless of duration, must have the approval of the Chief of Police or ~~his/her~~their designee as to scheduling.

7.5 Any employee covered under this agreement who is entitled two (2) weeks of vacation or more may cash in up to forty (40) hours of said leave per fiscal year for equivalent pay. Time must be taken in increments of eight hours up to forty (40) hours per year.

7.6 Earned Paid Leave

7.6.1 ~~Effective January 2, 2022 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 ~~All employees hired prior to January 1, 1981 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 240 hours.~~ All employees hired on or after January 1, 1981 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over these amounts is forfeited at the time of termination of employment.

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

8. CLOTHING:

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

8.2 In all cases, police officers, including plain clothes officers, shall be responsible for having and maintaining the required equipment and uniforms as specified by the Chief and attached as Exhibit B. Plainclothes

detectives, Evidence Technicians, and the Court Officer will be reimbursed by the City for purchase of articles of clothing that are reasonably necessary for the performance of their duties up to a maximum of \$1,000 upon promotion and up to a maximum of \$1,000 per fiscal year for maintenance of a professional appearance.

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

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

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

- 8.3 The Chief has the right to promulgate General Orders requiring appearance standards for all uniforms and equipment. The Chief may prescribe additional items of required or allowable equipment or uniforms, with the agreement of the PBA Executive Board.
- 8.4 Notwithstanding the above, the City agrees to pay 100% of the cost of repairing or replacing required uniforms or equipment, as well as eyeglasses, cell phones, dentures or hearing aids, damaged, lost, or destroyed in the performance of duties. The City further agrees to pay up to ~~one hundred and fifty~~ (~~\$100~~250.00) dollars for repair or replacement of other personal items worn or carried by the officer, and damaged or destroyed in the performance of duties, except that the maximum reimbursement for footwear will be \$100.00. The Bureau Commander or designee determines whether the damage occurred during the performance of duty and, if so, whether repair or replacement is appropriate.
- 8.5 The City agrees to pay the reasonable cost of repair or replacement of civilian clothing and to pay up to one hundred (\$100.00) dollars for the repair or replacement for accouterments worn by plainclothes patrol officers, when such clothing has been damaged or destroyed in the performance of duties.
- 8.6 The City will not, in any case, reimburse employees for personal items lost or stolen in the line of duty.

8.7 The City agrees that plainclothes patrol officers will be permitted to work extra jobs, outside work and overtime in regular uniforms on the same basis as any normally uniformed employee.

8.8 Upon termination, an employee shall turn into the Police Department all items of required clothing and equipment provided in Exhibit B or non-required items provided to the employee by the City.

~~8.9 During the term of this contract the City shall institute a Body Worn Camera (BWC) program. The parties' agreement on the terms of this program are set forth in Exhibit M.~~

9. **INSURANCE:**

9.1 Life Insurance

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

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

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

9.2 Medical Insurance

9.2.1 The City currently provides a primary self-insured health insurance benefits program with claims administration by a third party administrator. ~~Effective January 1, 2005, changes to the City's Point of Service health benefit plan were implemented following mid-term reopener negotiations. Effective no sooner than January 1, 2016, changes to t~~The City's health plan will be implemented incorporating the principles of a value-based insurance design. ~~(See Attachment A) The terms of the new plan will be no worse for employees than those described in Attachment A.~~

~~9.2.1.1 First year of implementation of the changes to the~~

~~City's health plan shall include a two hundred dollar (\$200) deductible for the single plan and four hundred dollar (\$400) deductible for the family plan per year.~~

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

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

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

9.2.32 ~~For employees who are hired into a permanent position on or after January 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and in the case of an employee eligible for and electing family coverage, the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have such family medical insurance. Effective no sooner than January 2016, t~~The City will pay 85% of the medical insurance premium for an individual subscription per employee. The City will pay fifty-three (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have family medical insurance coverage. 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 as recommended by the Health Advisory Committee. The five (5) requirements will be listed on the City's wellness website.~~that consist of completing a health risk assessment (3%), completing biometric testing (3%), meeting with a health coach (3%), documenting fitness-related activity (3%), and being tobacco-free or enrolled in a smoking cessation program (3%). Employees will earn a 3% credit for each of the five (5) wellness criteria that they meet; for example, for meeting three (3) wellness items they would receive a 9% discount on their health insurance premium.~~

9.2.43 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~~they may insure. However, employees who are members of the same family and eligible for coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions, ~~except employees receiving double family coverage prior to September 26, 1983 shall continue to do so~~. Said subscriptions shall be on the same terms and conditions as specified in subsections 9.2.1 - 9.2.~~3-2~~2 above.

9.2.~~54~~54 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.~~65~~65 The City shall begin payment on health insurance premiums on the first of the month following the first full month of service.

9.2.~~76~~76 In addition to any other benefit which may be available, the City agrees to pay \$15,000 for funeral and incidental expenses to the primary beneficiary of an employee who dies in the line of duty.

9.2.~~87~~87 Except as provided in 9.2.~~9-8~~9-8 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue offering to employees the annual election of pre-tax health care flexible spending accounts on a voluntary basis.

9.2.~~9-8~~9-8 Notwithstanding any other provision of this collective bargaining agreement, the PBA agrees to re-open the cost-sharing provisions of this Article upon a written request of the City. The City agrees to reopen the Wage Article of this Agreement upon written request of the PBA in connection with the health insurance reopener.

9.2.~~98~~98.1 The PBA agrees to participate in coalition bargaining with other City unions concerning health insurance when requested to do so by the City. The PBA membership, however, must ratify changes to the health insurance plan.

9.2.~~109~~109 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.~~109~~109.1 The portion of the employee's health insurance

contribution for domestic partner coverage as outlined in 9.2.3-2 above will be taken on a post-tax basis, in accordance with Internal Revenue Service regulations.

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

9.3 Income Protection and Dental Insurance Deductions

- 9.3.1 The City agrees to provide an income protection plan of its own choosing for employees and to permit employees to participate in such program at their own cost and through payroll deductions. The City reserves the right to modify its income protection plan at any time.
- 9.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan; ~~effective July 1, 1999~~ employees may enroll a domestic partner on the City's dental insurance plan providing the employee satisfies the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees.

10. PENSIONS:

- 10.1 Permanent employees shall participate in the appropriate Maine Public Employees Retirement System defined benefit plan or the ~~ICMA~~ 401(a) defined contribution plan for their primary pension plan. The options are outlined below:
- 10.1.1 Effective January 2, 2022 the City shall provide to all employees employed as police officers, a retirement benefit through the Maine Public Employees Retirement System (MEPERS), pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Section 8, Subsection 5 (Special Plan Benefit Plan 3C), of two-thirds of the average final compensation after twenty-five (25) years of creditable service regardless of age.
- 10.1.2 The City currently offers an ~~ICMA~~ 401(a) defined contribution qualified pension plan to new hires and current employees as an

alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event.

~~Effective January 2, 2022, t~~The Employer contribution to the ICMA 401(a) shall be 10.0%

~~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~~ are governed by MainePERS laws and rules.

10.2 The City shall continue to make available to all eligible employees enrolled in MainePERS for their primary pension plan the additional benefit of the so-called "two percent option" pursuant to the Consolidated Plan, Chapter 803, Sec. 8 to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan. Said option shall be applied only to each year of membership service in the Department served after completion of the applicable service conditions for retirement and after April 16, 1980.

~~10.3 The City agrees to provide a listing of all options and benefits which are available to retiring employees.~~

~~10.4 Any employee hired prior to July 1, 1984 may at their own expense buy back both their total share and the City's total contribution obligation for their initial six (6) months of employment in which they were excluded from membership in the Maine Public Employees Retirement System. The Union acknowledges that the City shall have no financial obligation under this voluntary buy back provision.~~

10.53 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.

10.64 If the Union wishes the City to pursue an alternative pension plan to Maine Public Employees Retirement System during the term of this Agreement, the City agrees to reopen negotiations regarding such a plan.

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

10.86 The parties mutually agree to the terms of a Retiree Health Savings Account (RHSA) as outlined in Exhibit O.

11. SICK, BEREAVEMENT, FUNERAL AND PERSONAL LEAVE:

11.1 Sick Leave

11.1.1 Employees who work a five (5) day, eight (8) hour schedule shall accrue sick leave at the rate of 1.85 hours for each full payroll week of service with unlimited accumulation. Employees who work a four (4) day, ten (10) hour schedule shall accrue sick leave at the rate of 2.31 hours for each full payroll week of service with unlimited accumulation. Peaks Island employees who work a twenty-four (24) hour schedule shall accrue sick leave at the rate of 2.77 hours for each payroll week of service with unlimited accumulation.

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

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

11.1.2 Sick leave may be used for the following cases:

11.1.2.1 Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of ~~his~~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~~their attending physician.

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

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

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

11.1.3 Conversion to Vacation Leave

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

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

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

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

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

11.2 Bereavement Leave

11.2.1 An employee shall be excused from work for forty (40) hours because of a death in the employee's immediate family, as defined in 11.2.34.

11.2.2 An employee shall be excused from work for one (1) day because of a death of one of the employee's following relatives: aunt, uncle, niece, nephew, grandchild, or sibling-in-law.

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

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

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

~~11.3~~ Funeral Leave

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

~~11.3.2 Employees working the 5/8 or 4/10 schedule shall be paid their regular rate of pay for the regularly scheduled work hours missed,~~

~~either eight (8) or ten (10) hours, respectively. Employees working the Peaks Island schedule shall be paid the regular work hours for the 5/8 schedule (i.e., one (1), eight (8) hour increment.)~~

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

11.54 Personal Leave

11.54.1 Any permanent employee working a standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the calendar year is eligible to convert up to two (2) days or sixteen (16) hours of previously earned sick leave, vacation leave or compensatory time to an equivalent amount of personal leave. Employees working the 4/10 schedule may convert up to two (2) days or twenty (20) hours of previously earned sick leave, vacation leave or compensatory time to an equivalent amount of personal leave. Eligible employees may make that election only during the month of July of each calendar year in accordance with the provisions of 11.54.2.

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

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

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

12.1.1 Retirement Benefits

When an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits under one of the two primary pension plans outlined in Article 10,~~with twenty (20) years of permanent, continuous City service if hired on or before April 16, 1980 and with twenty five (25) years of permanent, continuous City service if hired after April 16, 1980,~~ the employee shall be entitled to receive an amount equal to ~~his~~their salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of nine hundred (900) hours of pay.~~7 provided the employee has a minimum of four hundred eighty (480) hours of sick leave accumulated. Retiring employees with less than four hundred eighty (480) hours shall not receive any payment.~~

12.1.2 Layoff Benefits

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

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

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

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

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

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

guardian of such minor child or minor children.

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

- 12.3 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the total accumulated allowable amount up to one hundred eighty (180) days as outlined in 12.2 above.
- 12.4 For resigning employees of good standing with more than three (3) but less than ten (10) years of continuous permanent service within the Department, payment shall be one-fifth (1/5) of accumulation with a maximum payment of thirty (30) days; for resigning employees of good standing with ten (10) years or more of permanent continuous Departmental service, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) week's notice of resignation. 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 regular wages minus his/her/their federal and state income tax deductions as of the date of injury.
- 13.2 In the event an injury is eligible for Workers' Compensation benefits, the 7-day waiting period shall be paid as part of the compensation due to the employee. If an employee injured on duty is disabled for more than fourteen (14) calendar days from the date of injury and the Workers' Compensation payment to the City for the 7-day waiting period exceeds the extra-hazardous payment for the waiting period, the City will send the employee a check for the excess.

- 13.3 Employees receiving Workers' Compensation benefits under this article shall continue to accrue sick leave, vacation benefits and holidays subject to the maximum accumulation, during the first twelve (12) months of incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case shall they receive double payment for vacation time. Insurance benefits shall continue as set forth in the Agreement.
- 13.4 Except as provided in paragraph 13.4.2 below, effective January 1, 2004, employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee received. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until contributions are paid.
- 13.4.1 Employees out on Workers' Compensation prior to January 1, 2004 may pay their pension contribution on an optional basis under the rules of the Maine Public Employees Retirement System. If such employee contribution is made by the employee while out on Workers' Compensation or by the end of the calendar year during which the employee lost time, the employee is only required to pay that contribution amount. If the employee pays their share after the end of the calendar year, they will be responsible for their contribution plus interest in accordance with Maine Public Employees Retirement System laws. The City will pay its share, including interest, in accordance with Maine Public Employees Retirement laws.
- 13.4.2 The City has provided notice to the Maine Public Employees Retirement System of employees out on Workers' Compensation between January 1, 2004 and October 28, 2005, and has paid the interest for the employee accrued from January 1, 2004 through the date of letter(s) sent to each employee by the Maine Public Employees Retirement System regarding payment of pension contributions on their Workers' Compensation benefits. If payment is not made within thirty (30) days of when the employee receives the MainePERS letter, the employee will be responsible for accrued interest until such contributions are paid.
- 13.4.3 Retirement service credit will be provided only for time for which pension contributions have been paid.
- 13.5 The references to the Workers' Compensation Act in this article are not intended to expand or contract any rights the City has under the Workers'

Compensation Act.

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

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

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

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

13.6.4 When medical treatment is required by an officer's supervisor during an officer's regular shift as a result of an on-duty, work-related injury, and if the treatment extends beyond the officer's current shift, the City will compensate the officer for the off-duty time spent in the medical office, not to exceed two (2) hours at the officer's overtime rate in the event that the total hours worked that week exceed forty (40), or eight (8) or ten (10) hours per day as determined by the officer's regular shift, but not for both. If the officer is required to return to the police department to complete necessary reports or paperwork after the medical treatment is concluded, the City will compensate the officer for the actual time spent at the officer's overtime rate. The employee may receive compensatory time off rather than pay hereunder, at ~~his/her~~their option.

13.7 Transitional Work Program

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

evidence relative to the injury, will probably be able to return to "Regular Work" within three years of the date of injury.

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

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

13.7.2 Eligibility

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

13.7.3 Duration of Agreement

An employee who meets the eligibility requirements in the policy will be assigned to the next available Transitional Work assignment and will be permitted to work for up to 90 days in that assignment. The employee will be medically evaluated during this 90 day period at intervals specified by the employee's treating physician and/or as requested by the City. If, by the end of the 90 day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work, unless further medical evidence is furnished that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is furnished, the City may offer additional periods of Transitional Work. This process may be repeated until the end of the three-year period following the date of injury.

If, during the course of Transitional Work, further medical evidence indicates to the City that the injured employee probably will not be able to return to Regular Work within three years of the date of injury, the Transitional Work assignment may be terminated. Such

employees will retain any rights they may have under 39 MRSA Sec. 217 with regard to employment rehabilitation.

13.7.4 Return to Work within Three Years of Date of Injury

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

13.7.5 Termination of Employment

13.7.5.1 In those cases in which an employee has been unable to perform the essential functions of ~~his/her~~their Regular Work for three years from the date of injury, the employee may be terminated from employment. This termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and, at the same time, will be requested to provide a current medical report which assesses ~~his/her~~their ability to return to Regular Work within the ninety (90) day period.

13.7.5.2 If unable to return to Regular Work by the date specified in the 90-day notification listed in 13.7.4.1 and providing the updated medical evaluation indicates a work capacity, the employee will provide the City with ~~his/her~~their current medical restrictions and the positions ~~he/she~~they wishes to be considered for, as an alternative to termination. The provisions of 13.7.3 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

13.7.5 Notwithstanding the above, all parties reserve all their rights under the Workers' Compensation statute and other applicable federal or state law.

13.7.6 In the event of death in the line of duty of an employee, the City shall pay up to \$15,000.00 for funeral expenses.

14. MANAGEMENT RIGHTS AND DEPARTMENT RULES:

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

15. LEGAL AID AND PROTECTION:

15.1 Provided that the award of damages, including costs other than defense costs, against both the City and its employee(s) shall not exceed Four Hundred Thousand (\$400,000.00) which includes plaintiff's attorney fees and costs but not defense fees and costs, for any and all claims arising out of a single occurrence and subject only to the limitations set out hereinafter, when a member covered by this Agreement is sued for damages as a result

of acts arising out of and in the course of ~~his~~their employment, the City shall:

- (a) Arrange, at the City's expense, for an attorney selected by the Corporation Counsel, to defend the member; and
- (b) Upon final judgment or settlement of the case, the City shall pay through a self-insurance program or in its discretion through purchased insurance coverage, the amount of any judgment or settlement so limited, including court costs; or
- (c) Provide, in the City's discretion, defense and/or indemnification through purchased insurance coverage (limited to \$400,000.00, which includes plaintiff's attorneys' costs but not defense costs, for any and all claims arising out of a single occurrence).

15.2 Members have the following rights when represented by an attorney provided and selected by the City:

15.2.1 The City attorney, prior to selecting an attorney to represent an Officer named in a lawsuit filed with the City, will consult with the Officer regarding the case and the attorney selection. Officers may indicate a preference for one (or more) attorney(s) over another (others) from the list of attorneys pre-approved by the City's attorney and the City shall take the Officer's input into account when selecting the attorney.

15.2.2 Officers who are named defendants in the case are entitled to be present at meetings between City representatives and the Officer's attorney regarding the case, including settlement discussions that would affect the Officer.

15.2.3 Attorneys hired by the City who simultaneously represent multiple parties, Officer(s) and/or Police Chief as well as the City, will recommend separate counsel for the Officer in the event that they determine that any of these parties have divergent interests.

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

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

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

15.4.2 In any instance where the City denied coverage because it concluded that the Officer was not engaged in the good faith performance of ~~his or her~~their lawfully authorized duties when committing the acts that are then the subject of the civil case and the civil case results in a judgment for the Officer or only a nominal amount of 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 or 15.4.2, the fees shall first be approved by the Corporation Counsel and, if a dispute arises as to the reasonableness of costs of defense, including reasonable attorney fees, then the dispute shall be referred to the Board of Overseers Fee Arbitration Panel for a final and binding determination.

15.4.4 The City is not required to pay any exemplary or punitive damages.

15.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee shall fully cooperate with the City in any claim by or against the City, regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officer, employees and agents of the City including, without

limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee, denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act, and/or an assessment to the employee of losses incurred by the City that, in the City's judgment, would likely have been reduced or avoided with the employee's full cooperation.

15.6 Paragraph 15.5 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City and failure to do so may result in disciplinary action against the employee.

15.7 The City agrees to release the employee from ~~his/her~~their shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of ~~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, an agency of the Federal government, or any other governmental or quasi-governmental entity, shall be secondary to defense and indemnification coverage provided by that agency.

15.9 The rights of the City and the members are governed by this article and are not affected by the terms of any policy of insurance.

16. GRIEVANCE PROCEDURE:

16.1 Should the Association feel aggrieved concerning the interpretation or application by the Department or the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:

16.1.1 The Association, through its authorized representative, shall take up the grievance with the employee's Bureau Commander or designee. The Bureau Commander or designee shall meet with the Association within three (3) working days of receipt of notification of the grievance from the Association.

16.1.2 If the Association and the Bureau Commander have not resolved the grievance, the Association may submit the details of such grievance in writing to the Chief of Police within five (5) working days after meeting with the Bureau Commander under 16.1.1. The written grievance shall include the following:

- (a) a statement of grievance including the facts surrounding the issue;
- (b) identification of the clause, section, or provision of the Agreement which is in dispute;
- (c) the remedial action requested, when possible or practicable.

The Chief shall respond to the grievance within five (5) working days after the grievance hearing at ~~his~~their level.

16.1.3 Within five (5) working days of receipt of the Chief of Police's decision, the Association may appeal the decision to the Director of Human Resources by filing a copy of the written grievance and the Chief's decision with the Director of Human Resources. The Director of Human Resources shall meet with the Association, the employee, and other persons deemed necessary for a proper resolution of the grievance, and provide the Association with a written response within ten (10) working days after the grievance hearing at the Human Resources level.

16.1.4 Within five (5) working days of receipt of the Human Resources Director's decision, the Association may appeal the decision to the City Manager by filing a copy of the written grievance and the responses at Steps 16.1.2 and 16.1.3. The City Manager shall meet with the Association and provide the Association with a written response within ten (10) working days after the grievance hearing at the Manager's level.

16.1.5 In the event that the decision of the City Manager rendered pursuant to 16.1.4 above is not acceptable to the Association, within five (5) working days after receipt of the decision at Step 16.1.4, it may request in writing that the matter be submitted to arbitration. The

City and the Association shall attempt to mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Said arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.

16.1.5.1 In the event that the decision of the City Manager rendered pursuant to 16.1.4 above is not acceptable to the Association, within five (5) working days after receipt of the decision at Step 16.1.4, the Association may request in writing that the matter be submitted to mediation. If the parties agree that mediation is appropriate, a joint request to the Federal Mediation and Conciliation Board (FMCS) will be made. If mediation (i) is not requested, (ii) does not resolve the grievance, or (iii) the City declines to mediate, then the parties may proceed to arbitration. A parties decision to request or decline mediation in this or any grievance shall not be used or held against either party in any future grievance or arbitration, nor shall it establish any precedent.

16.1.5.2 In the event that the decision of the City Manager rendered pursuant to Step 16.1.4 above is not acceptable to the Association, and/or the parties have exhausted all remedies including Mediation as set forth in 16.1.5.1 above, within five (5) working days after receipt of the decision at Step 16.1.4 or within five (5) working days after mediation without resolution has occurred, the Association may request in writing that the matter be submitted to arbitration. The City and the Association shall attempt to mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) working days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Said arbitrator shall

have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the mediation services provided by the FMCS and/or the arbitrator and of the arbitration shall be borne equally by the parties.

16.1.6 If a hearing has not been scheduled within ten (10) working days of receipt of the grievance at steps 16.1.2, 16.1.3 or 16.1.4 above, the Association may appeal the grievance to the next consecutive step of the grievance procedure. The time limits for processing of grievances may be extended by written consent of the parties.

16.1.7 At Steps 16.1.2, 16.1.3, and 16.1.4 of the grievance procedure, the Chief of Police, Director of Human Resources, or City Manager may designate a duly authorized representative to act on ~~his/her~~their behalf.

16.1.8 All grievances shall be commenced not later than thirty (30) days after the occurrence of one of the following two events, whichever shall be later in time:

- (a) The time of the occurrence of the event giving rise to the grievance; or
- (b) The time the event became known to either the Association or the employees concerned.

16.1.9 For the purposes of this Article, a work day shall be based upon a Monday through Friday, forty (40) hour work week.

17. DUES DEDUCTION:

17.1 The City shall deduct regular weekly Association dues only upon receipt of a signed authorization from individuals who are members of the Association on forms supplied by the Association and acceptable to the City, a sample copy of which form is appended hereto as Exhibit D which shall be the form used in every instance. The City shall forward the aggregate dues to the duly elected Treasurer of the Association as soon as practicable. The City shall also forward, with the aggregate dues, separate totals of amounts paid to the Portland Police Protective Association and the Police Benevolent Association. In the event of a change in the amount of the dues voted by the union membership during the term of this Agreement, the Treasurer of the Union shall notify the Personnel Director in writing. After receipt of same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed

authorization forms.

- 17.2 The Association shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this section.

17.3 Union Security

17.3.1 Any employee who chooses not to become a Member of the PBA/MAP, or any Member who chooses to cease to be a Member, shall be bound by such choice except as provided in this Article. Any Member who chooses not to join, or opts out of, the PBA/MAP shall be entitled to representation by PBA/MAP under this Agreement but only upon payment to PBA/MAP of reasonable fees, including fees for employee representative services and attorneys' fees, costs and expenses, including arbitrators' fees and expenses, incurred by PBA/MAP.

Any employee complying with these conditions shall be entitled to PBA/MAP services under this Agreement on the same basis and under the same terms as PBA/MAP Members.

Any Member may change ~~his/her~~their status with respect to membership but only during the twenty (20) day period immediately prior to the expiration of the collective bargaining agreement then in effect by giving written notice of the same to PBA/MAP during that period. Otherwise, their current membership shall continue to the next opt out period in the next pending contract.

17.3.2 Upon receipt of a written authorization card from the employee, the City shall deduct the full Association dues. The City has no obligation to pay the Association any dues payment for an employee if the employee has not signed said authorization card.

17.3.3 The Association shall indemnify and hold the City harmless against any and all claims or suits which arise out of or result from the deductions of said fees or other action taken pursuant to this Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

18. **PRINTING COPY OF AGREEMENT:**

18.1 The City ~~agrees to~~will provide a PDF file of the Agreement to the Association within thirty (30) days subsequent to the ratification of the Agreement by both parties. ~~twenty five (25) copies of the Agreement in~~

~~reasonable size print within a reasonable period after the execution of this Agreement. The City will also provide the Association with a PDF file copy of the Agreement.~~ The Agreement and pay plans will also be posted on the City of Portland website:-
www.portlandmaine.gov>Departments>Unions.

19. P.B.A. PRESIDENT, BOARD OF DIRECTORS AND REPRESENTATIVES:

- 19.1 The president of the Association shall be allowed reasonable time off without loss of any benefits to prepare for representation and to represent members.
- 19.2 Members of the Executive Board shall be allowed reasonable time off without loss of any benefits to represent members at the member's request, at any grievance procedure of departmental hearing and shall be allowed sufficient time to interview and represent a requesting member during all stages of a grievance procedure.
- 19.3 Members of the Negotiating Committee shall be allowed sufficient time off without loss of benefits to represent the Association on all negotiations with the City concerning the Collective Bargaining Agreement.
- 19.4 The Association shall supply a list of all members referred to in Paragraphs 19.1 - 19.3 above to be kept at the office of the Chief of Police for the purpose of verifying the status of the Association's President, Board of Directors, Executive Committee and Negotiating Committee.
- 19.5 Team representatives will be allowed one (1) hour during their shifts per week to work on Union matters, except where emergency situations do not allow for the same in the reasonable opinion of the Shift Commander.

~~19.6 Team representatives who are unable to attend quarterly Board meetings during their regular work shift will receive 1.5 hours of compensatory time in consideration for their attendance at these meetings.~~

- 19.56 Executive Board Members shall be allowed up to three (3) days per year for the purpose of attending employment related training, education or conferences per approval of the Police Chief. Executive Board Members requesting approval to attend employment related training or conferences shall provide the Police Chief, or Designee, with no less than twenty (20) days advance notice, along with information on the requested training or conference.

20. MEMBERS RIGHTS:

- 20.1 Members of the Portland Police Department hold a unique status as public

officials, and the security of the City and its citizens depends to a great extent upon the manner in which members of the Department perform their manifold duties. The performance of such duties involves the members in all manner of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by Superior Officers designated by the Chief of Police or other competent authority.

20.2 To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established and cover all members of the Department; provided, however, no member who has completed the working test period shall be disciplined without just cause.

20.2.1 As much as possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the Department. The Officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating Officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless in the judgment of the Chief of Police circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, ~~he~~they shall be so informed.

20.2.2 The interrogation shall be recorded and preserved by the investigation Officer until the investigation is resolved. A copy shall be provided to the member upon ~~his/her~~their written request. The interrogation shall be conducted with the maximum amount of confidentiality possible. The interrogation of a member suspected of violating Department rules and Regulations shall be limited to questions which are directly, narrowly, and specifically related to the member's performance of duty as it relates to the alleged violation.

20.2.3 If a member is under arrest or may be, or if ~~he/she is~~they are a suspect or the target of a criminal investigation, ~~he/she~~they shall be afforded all constitutional and statutory rights granted under such circumstances to other persons, including the right to counsel prior to any questioning or interrogation.

20.2.4 In all cases wherein a member is to be interrogated concerning an alleged violation of Departmental Rules and Regulations which, if proven, could result in ~~his/her~~their suspension or removal from the Department, the officer may, at ~~his/her~~their request, be afforded a

reasonable opportunity and facilities to contact and consult privately with an attorney of ~~his/her~~their 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, and may participate to the full extent of the employee's Weingarten rights.

20.2.5 If a member under investigation is requested to submit to a polygraph examination, ~~he or she~~they 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 prior to the examination who may monitor the examination. The questions asked on the polygraph examination will be narrow and specific as defined by American Polygraph Association guidelines and will be allowed to be reviewed by member's counsel prior to the examination. The exam will be offered in a format approved by the American Polygraph Association. Such polygraph examination shall be voluntary and the officer shall not be disciplined for refusal to submit to such examination.

20.2.6 The investigation shall be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

20.2.7 Consistent with Maine State Law and with the Union's approval all internal affairs records, including computerized records developed during the investigation but excluding the computerized complaint log, that exceed the seven (7) year Statute of Limitations will be destroyed once per year as determined by the Chief. Any member may request that their records be destroyed on the anniversary of the seven (7) year Statute of Limitations.

20.3 Disciplinary Action

20.3.1 No disciplinary action shall be taken against any member of the Department who has completed the two (2) year working test period and is covered by this Agreement without due notice and in accordance with the procedures set forth in this Agreement. Any disciplinary action that is taken against a member during ~~his/her~~their working test period shall be governed exclusively by the Civil Service Ordinance.

20.3.2 ~~For purposes of this Article, designee refers to an officer above the rank of Major.~~ Any reference to the Chief of Police in this Article may also apply to the Chief's designee.

20.3.3 Any member who has completed ~~his/her~~their working test period

charged with a violation of Departmental Rules and Regulations shall be entitled to a hearing as outlined below prior to the issuance of any disciplinary action. The Chief shall continue to hold disciplinary hearings that involve major violations of Department Rules and Regulations.

20.3.4 Disciplinary hearings shall be informal in nature.

20.3.4.1 ~~At the hearing before the Chief of Police or designee,~~
The employee shall be given sufficient notice of the pre-disciplinary hearing date and shall be given time to allow ~~him/her~~them an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. At the hearing ~~before the Chief of Police or designee~~, 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/her~~their behalf. The employee shall have access prior to the hearing to all information and/or documents upon which the contemplated discipline is based unless, in the judgment of the Chief of Police, circumstances warrant anonymity until the Internal Affairs unit has completed its investigation.

20.3.5 If, following the initial hearing, the Chief of Police finds there is just cause for taking disciplinary action, ~~he/she~~they may:

20.3.5.1 Issue an oral or written reprimand or warning. Notwithstanding anything in the Civil Service Ordinance to the contrary, the Chief may suspend a member for not more than thirty (30) days for one offense, provided that such suspensions shall not exceed forty-five (45) days in the aggregate during any twelve (12) month period that follows a suspension.

20.3.5.2 In lieu of suspension and upon concurrence of the member, require the member to work not more than ten (10) days off without compensation; or,

20.3.5.3 In addition to any disciplinary action imposed under this Article, the member may be required to attend corrective training during the member's on-duty time.

20.3.5.4 Employees shall be notified of any disciplinary action

taken against them, and the Association shall be provided with written notice of all disciplinary actions. Any disciplinary action administered under this section may be processed to grievance arbitration under Article 16, Grievance Procedure.

~~20.3.5.5 The new hearing and appeal procedure shall be on a trial basis for the term of this contract. The role of the non-voting PBA member is process-related. The Union agrees the discussions of the Review Board will be confidential and information from these discussions will not be entered as evidence at any subsequent proceeding.~~

20.3.6 No written reprimands involving an alleged violation of Departmental Rules and Regulations shall be placed in a member's personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond in writing and contest the validity of the written reprimand. The Chief of Police shall review both the reprimand and contesting document and upon finding just cause for the reprimand, may place in the member's personnel file and/or records the written reprimand and the contesting document. Such written refutation by the member shall be submitted to the Chief of Police within five (5) days after the member has received a copy of the reprimand.

20.3.7 When, through appropriate procedures, it is determined by the Chief of Police that just cause exists for removing a member or suspending them for a period greater than fifteen (15) working days, the Chief of Police may seek their removal or suspension through the Civil Service procedures as set forth in 20.16. However, the employee may waive in writing all Civil Service procedures regarding the proposed discipline and proceed before the Chief in accordance with the procedures set forth in 20.3. If the employee opts to proceed and accept discipline directly from the Chief, and feels aggrieved concerning the discipline, the Association may process such grievance in accordance with Article 16 of this agreement.

20.3.8 No record of an oral reprimand shall appear in a member's personnel file. However, routine critiques of an officer's performance by ~~his~~ their supervisors shall not be defined as an oral reprimand and may be noted in a member's performance evaluation.

20.3.9 All written reprimands and reports of disciplinary action (except instances involving suspension) shall be removed from the personnel file and/or records and destroyed one year after the incident

involved, unless during that year the member has had subsequent disciplinary action taken against ~~him~~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.

20.3.9.1 All records and/or reports of disciplinary action involving the suspension of a member for five (5) days or less shall be removed from the personnel file and/or records and destroyed three (3) years after the incident involved, unless during that period of time the member has had subsequent disciplinary action taken against ~~him~~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.

20.3.9.2 All records and/or reports of disciplinary action involving the suspension of a member for more than five (5) days shall be removed from the personnel file five (5) years after the suspension, unless during that period of time the member has had subsequent disciplinary action taken against ~~him~~them involving other incidents. Under no circumstances shall the records and/or reports of disciplinary action remain in the member's personnel file for more than eight (8) years.

20.3.10 All personnel records shall be confidential in conformity with applicable State Law. Any dispute concerning the confidentiality of such records or the access of members to those records shall be finally determined by a court of competent jurisdiction and is not an arbitrable matter under Section 16 of this contract.

20.3.11 Personnel records shall include any record or file, except Internal Affairs cases, that contain any information which can affect the employee's employment, promotion, or any other condition of employment wherever that record is located. Employees shall, upon written request to the Chief, have access to all such records and shall have the right to have such records copied at reasonable cost.

20.3.12 Upon request, a member shall have the right to inspect ~~his/her~~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.

- 20.3.13 A member shall have the right to include in ~~his/her~~their personnel record written refutation of any material ~~he-they~~ considers to be detrimental.

20.4 Civil Service Commission Disciplinary Actions

- 20.4.1 The Chief may recommend suspension in excess of fifteen (15) days (or thirty (30) days aggregate in a calendar year), demotion, or discharge of an employee to the Civil Service Commission. Any such recommendation shall be processed under the Civil Service Ordinance.

- 20.4.2 Any disciplinary action prosecuted before the Civil Service Commission, including the Chief's recommendation therefore, shall not be grievable under this Agreement. Any final decision of the Civil Service Commission may be appealed only to court.

- 20.4.3 In the event that an employee is suspended by the Commission for a period in excess of thirty (30) consecutive days, the employee shall not accrue vacation, sick, or holiday benefits during the period of such suspension.

- 20.4.4 If the member under investigation is requested to submit to a polygraph examination, ~~he-or-sh~~they will be furnished a list of questions which will be asked prior to the commencement of the examination, to enable the member to confer with counsel of ~~his~~their choosing. If a member is requested to submit to any other type of test, ~~he-or-sh~~they will be advised of the type of test and the member will be afforded an opportunity to obtain similar independent test, if available. The taking of a polygraph examination is voluntary. If a member refuses to take a polygraph test, the refusal shall not be introduced into evidence in any disciplinary hearing nor have any bearing upon discipline, suspension or dismissal. If a polygraph examination is taken, neither party to the contract, nor its representatives, may object to the admissibility and use of the examination's results at any hearing, but either party may argue as to the weight to be accorded such results at any such hearing.

21. STRIKES AND SLOWDOWNS PROHIBITED:

- 21.1 The parties hereto agree that there will not be, and that the Association, its officers, members, or agents, will not engage in, encourage, sanction, or suggest strikes or slowdowns which would involve suspension of or interference with normal work.

22. SAVINGS CLAUSE:

- 22.1 If any provision of this Agreement shall be contrary to any law or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions. This section shall be without prejudice to either party, however, as it might relate to the application of the Municipal Public Employees' Labor Relations Law, M.R.S.A., Title 26, Sec. 969, to this Agreement.

23. PHYSICAL FITNESS:

- 23.1 The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of ~~his/her~~their position.
- 23.2 The Chief is authorized to promulgate a rule requiring each employee to undergo a physical fitness testing program on a regular basis ~~beginning July 1984~~. Said rule shall outline the tests which the employee is required to undergo and tests shall be objective and measurable. Reasonable provision shall be made for any known physical disability of any employee by offering alternative tests or by permitting extensions of time for taking such tests in the case of temporary disabilities. Discipline shall not result from the employee's failure of the initial test or any portion thereof. However, the City may then order the employee into a remedial or structured program at the City's expense as necessary. The Chief shall determine appropriate discipline in the event of subsequent full or partial test failure with the following exception: So long as the program coordinator certifies that said employee has been diligently participating since entering the remedial or structured program, the employee will not be disciplined for failing the physical fitness test.
- 23.3 The Chief shall consult with the Civil Service Commission and the Association regarding appropriate physical standards and tests prior to promulgation of the rule. In addition, the Association shall be given the draft of the rule and shall have no less than fifteen (15) working days to make written comments on such draft rule prior to its final promulgation. The same procedure as provided in this subsection shall be followed in the event of any amendments to said Rule.

23.4 The City shall provide \$100 annually to each employee to be used for a physical examination and/or to maintain their level of physical fitness to perform the normal duties of their position. In no case shall the City be obligated under this Article to spend more than \$100.00 per employee per year. Payment of the \$100 shall be made as soon as possible after the beginning of each fiscal year, ~~beginning July 1, 1985~~, but not later than 30 days after the beginning of the new fiscal year. Notwithstanding the above, the payment shall be considered a retroactive payment for the previous fiscal year as provided in the grievance settlement dated September 10, 1985.

23.5 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. 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.

23.5.1 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 the regularly scheduled shift.

23.5.2 Participation in this program will be optional for calendar years 2025 and 2026 but will be mandatory beginning in calendar year 2027 for all employees.

24. SENIORITY AND LAYOFFS:

24.1 Seniority is defined as continuous service with the Department from the date of swearing in as a full time Police Officer. If an employee is sworn in prior to starting City service the seniority date will be the date of hire with the City as a Police Officer.

24.1.1 When an employee who has held the rank of sergeant or above is demoted [as discipline or at the employee's request] to the rank of patrol officer, that employee shall be reinstated into the PBA at the bottom of the seniority list; this seniority positioning will be limited to the purposes of applying for open shift assignments, specialty positions and promotions. If a member of the SOA is demoted at no fault of their own (layoff/reduction in force) they will be restored to the seniority level held in the PBA at the time when they voluntarily left the PBA. The employee shall not, however, be allowed, based upon ~~his/her~~their seniority, to "bump" or displace

another member of the unit from ~~his/her~~their current position. The returning officer shall be assigned to a currently open position.

Thereafter, the demoted employee may use ~~his/her~~their seniority in the PBA, in the same manner as any other member of the unit; this will include, but not be limited to, applying for open shift assignments, specialty positions and promotions, as well as layoffs, reductions in force and use of leave time.

~~This section is not intended to apply to reductions in rank caused by layoffs or reductions in force. This Amendment will have no retroactive application.~~

24.1.2 Seniority for Police Officers with the same date of hire who are hired on or after January 1, 2000 shall be determined by their score on the Civil Service written test. Numerical scores will be maintained by Human Resources and will not be released to the Union or the Department for confidentiality reasons. The person with the highest score will be senior to the other officers starting on the same day. In the event of equal scores, the first letter of the last name will be used to break the tie.

24.1.3 Seniority for Police Officers with the same date of hire who are hired on or after March 27, 1995 but prior to January 1, 2000 shall be determined by their Civil Service point total. The person with the highest score will be senior to the other Officers starting on the same day. In the event of equal scores, the first letter of the last name will be used to break the tie.

24.1.4 Seniority for Police Officers with the same date of hire who were hired prior to March 27, 1995 has been determined by the first letter of the last name. The Officer whose first letter is closest to the beginning of the alphabet will be senior to the other Officers starting on the same day.

24.2 Seniority shall be a factor when considering job openings. The criteria for making job assignments are outlined in Exhibit F.

24.3 Seniority shall be the sole factor for purposes of layoffs, days off, and work shift assignments except as provided otherwise herein.

24.4 In the event of a lay-off, the affected employee has recall rights for twenty-four (24) months from the day of such lay-off. The affected employee shall deliver ~~his or her~~their then mailing address and telephone number, if any, to the Chief of Police at ~~his/her~~their office and shall be obligated, as a continuing condition of ~~his/her~~their recall rights for said

twenty-four (24) month period, to continue to inform the Chief in writing of any change thereafter.

- 24.5 ~~The Chief, or designee, will allow swapping days off between employees in the unit with as much advance notice as reasonably possible. Swaps shall not affect Department functions and there will be no additional compensation paid for any swaps. The Chief, or his/her authorized representative, will allow switching days off between employees in the Unit on advance notice of at least five (5) days, so long as the Department's functions are not thereby impaired. When extenuating circumstances exist, the five (5) day notice requirement may be waived by the Chief or his authorized representative.~~

24.5.1 Requests will be made for good reason only. The employees involved in the swap must work within the same division or specialty. A swap may be denied if it is not for good reason or if it is determined that the two employees are not equally qualified.

24.5.2 Swaps need not occur within the same week. However, once approval is received, it is the responsibility of the employee requesting the swap to notify the substitute. The City shall not be held responsible for enforcing any agreement made between employees and shall be under no obligation to the substitute for ~~his/her~~their duty as a substitute.

24.5.3 Swaps shall be made for single shifts only. Consecutive shift requests will be considered only in emergency situations and require approval of the Major.

24.5.4 Swaps shall not be denied for arbitrary or capricious reasons. An employee may appeal any denial by a Lieutenant to the Major. Such appeals will be expedited by the Major and are grievable only through Step 2 of the grievance procedure.

24.5.5 The employees involved in the swap will be held responsible for the shift being covered. Any employee who does not meet this obligation will not be permitted to participate in any swap for six (6) months or longer.

25. **RESPONSE TIME:**

- 25.1 Residency within the territorial limits of the City of Portland shall not be a condition of employment; however, in order to safeguard the health, safety, and welfare of Portland citizens, the Chief of Police has the authority to promulgate a Departmental Rule and Regulation establishing a required

"response time" for employees; however, prior to promulgating such a rule, the Chief of Police will consult with the PBA Executive Board.

- 25.2 Within five (5) working days of the date of promulgation of the rule, the Association may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of the arbitration shall be the same as those provided in Section E of Article 16, Grievance Procedure. The arbitrator's decision shall be final and binding upon the parties. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.

26. LEAVES OF ABSENCE:

- 26.1 Military leave and Reserve Service Leave shall be available to employees under the terms and conditions of applicable federal and/or State legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.

26.2 Disability Leave of Absence

- 26.2.1 When disabled, a member will be placed on an unpaid leave of absence of up to three (3) months if (1) employee requests a leave, (2) employee is disabled by ~~his/her~~their doctor from performing ~~his/her~~their duties for a period of more than one (1) consecutive week, or (3) employee's attendance or performance becomes unsatisfactory because of the disability. Employees will provide the City with a doctor's note for all absences exceeding one consecutive week that are related to a medical incapacity. The initial twelve (12) week period will be processed as a Family Medical Leave if the disability is covered by the Family Medical Leave Act.

Except for emergencies, the employee shall submit a written request or a doctor's note to the Chief at least one (1) month prior to the anticipated departure. The employee is required, as a condition of this leave, to provide a statement from an attending physician setting forth (a) the anticipated duration of the disability, and (b) any conditions which may limit the employee's performance of ~~his/her~~their job before or after the leave. A decision regarding approval of such leaves shall be made by the Chief based upon medical documentation. Leaves may be denied if medical documentation is insufficient or does not support the leave but leaves shall not be denied for arbitrary or capricious reasons.

- 26.2.2 The Chief shall have the authority to extend such leave upon written request from the employee.

26.2.3 Accumulated sick leave benefits shall be applied to any portion of the requested leave so eligible at the option of the member, but cannot be used to extend a disability leave.

26.2.4 Disability due to pregnancy or child-birth are, for all job-related purposes, temporary disabilities.

26.3 Personal Leave of Absence

26.3.1 A member may request a personal leave of absence without pay for a period not in excess of thirty (30) days. The Chief, in ~~his~~their sole discretion, may grant such leave.

26.4 Family and Medical Leave

26.4.1 ~~FMLA leave is governed by the requirements of state and/or federal FMLA laws, as they may apply. An employee who has been employed for twelve (12) consecutive months and who has worked 1250 hours in those last twelve months is entitled to up to a total of twelve (12) weeks of Family and Medical Leave (FMLA) in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave.~~ The employee must give at least 30 days notice of the intended date upon which Family and Medical Leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. ~~FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.~~

~~26.4.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner, child of a domestic partner or parent of domestic partner must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.~~

26.5 The City will continue the employee's health benefits coverage during the leaves referenced in 26.1, 26.2, 26.3 and 26.4. The employee will accrue holiday, vacation and sick leave credits during the first twelve (12) weeks of such leave. After the first twelve (12) weeks, there will be no further accrual of holiday, sick or vacation leave. Seniority, however, will accrue during the time of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave

commenced, and will be entitled to any other benefit the employee would have accrued had ~~he/she~~they not taken the leave.

27. MANDATORY TRAINING:

- 27.1 The City agrees to make available a minimum of twenty (20) hours per year of in-service training to each employee. Employees will attend training as directed or approved by the City. Employees will be compensated at their appropriate base rate for the time spent in training. Any training required for a particular job assignment will be offered on a yearly basis.
- 27.2 Travel time will be paid for travel to and from required training that the Officer is attending as a student providing the Officer has already worked ~~eight (8) hours or ten (10) hours, depending upon~~ their regular shift assignment, including time spent in training, on the day the travel occurs. Such compensation shall be in the form of compensatory time at a time and one-half rate and shall not exceed a maximum of two hours each way.
- 27.2.1 Requests for compensation for travel time must be submitted on a pay slip separate from the slip for the training.
- 27.2.2 The Chief or designee may approve travel time associated with non-required training but such approval is at ~~his/her~~their discretion.
- 27.3 The City will make EMT training available to employees in the following priority order:
- a. To employees who request the training and request a regular assignment to the islands;
 - b. To employees who request the training and are willing to accept temporary assignments to the islands, as needed, including those in Specialty positions; and,
 - c. To other employees who request the training as City resources allow.
- 27.4 Once EMT-trained by the City, employees will be required to maintain their EMT certification for a minimum of 5 years from their initial certification, or so long as they are regularly assigned to Island duty, whichever is longer. Employees regularly assigned to Island duty must maintain certification as an Emergency Medical Technician or may be subject to disciplinary action.
- 27.5 Fire drill school training will be provided to employees regularly assigned to the islands and to employees who are willing to accept temporary assignments to the Islands as needed. EMT training and fire drill school training shall count toward completion of the minimum hours of mandatory

training.

28. **SAFETY COMMITTEE**

28.1 The Safety Committee shall be comprised of three (3) members appointed by the President of the PBA, one (1) member appointed by the President of the PSOBA, two (2) members appointed by the Chief of Police, and the ~~Risk Manager or~~ Human Resources Department's designee.

28.2 The Committee shall meet ~~bi-monthly or as set by the Committee, or more often~~ at the request of any member of the Committee.

28.3 The Committee shall develop recommendations on matters affecting employee safety for the Chief of Police. Recommendations shall be adopted by the Committee, for transmittal to the Chief, ~~by majority vote.~~

~~The Chief shall respond in writing to all recommendations of the Committee as expeditiously as possible.~~

29. **TERM OF AGREEMENT**

29.1 This Agreement shall govern the rights of the parties from January 1, ~~2024~~ 2025 until and including December 31, ~~2024~~ 2027.

29.2 This Agreement shall remain in full force and effect until a new Agreement has been executed in accordance with 26 M.R.S.A. 965.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by ~~Danielle West~~ Jon P. Jennings, its City Manager, and the Association has caused this Agreement to be signed by Thien Duong, its President, and Daniel Felkel, PBA Legal Counsel.

WITNESSES:

Danielle West
City Manager
City of Portland

Thien Duong
Portland Police Benevolent Association

**EXHIBIT A
PBA PAY PLAN**

5% COLA 07/06/25			5% COLA 07/05/26			5% COLA 07/04/27		
1	0 - 3 Yrs	\$31.67 \$1,266.80	1	0 - 3 Yrs	\$33.25 \$1,330.00	1	0 - 3 Yrs	\$34.91 \$1,396.40
2	3 - 5 Yrs	\$33.85 \$1,354.00	2	3 - 5 Yrs	\$35.54 \$1,421.60	2	3 - 5 Yrs	\$37.32 \$1,492.80
3	5 - 8 Yrs	\$35.19 \$1,407.60	3	5 - 8 Yrs	\$36.95 \$1,478.00	3	5 - 8 Yrs	\$38.80 \$1,552.00
4	8 - 10 Yrs	\$36.20 \$1,448.00	4	8 - 10 Yrs	\$38.01 \$1,520.40	4	8 - 10 Yrs	\$39.91 \$1,596.40
5	10 - 12 Yrs	\$37.60 \$1,504.00	5	10 - 12 Yrs	\$39.48 \$1,579.20	5	10 - 12 Yrs	\$41.45 \$1,658.00
6	12 - 18 Yrs	\$38.72 \$1,548.80	6	12 - 18 Yrs	\$40.66 \$1,626.40	6	12 - 18 Yrs	\$42.69 \$1,707.60
7	18+ Yrs	\$40.69 \$1,627.60	7	18+ Yrs	\$42.72 \$1,708.80	7	18+ Yrs	\$44.86 \$1,794.40

* Effective 07/06/2025, the separate detective wage scale has been eliminated and replaced with 10% premium pay on top of the above patrol pay plan for the following positions:

Detective
Court Officer
Evidence Technician
Traffic Investigator

EXHIBIT B

Initial Issue of Equipment

<u>Minimum Quantity</u>	<u>Item</u>
1	<u>Approved Duty</u> Firearm— Glock 21
3	Magazines
25 or 40 rounds	45-cal. Duty Ammunition— (Glock 21)
1	Double Magazine Pouch
1	Baton
1	Baton Holder
2	Breast Badges
1	Hat Badge
1 ea.	Building, Lockerroom, Cruiser Key
1	Metal Clipboard
1	Cuff Case
1 pr.	Handcuffs
1	Double Lock Cuff Key
1	* Dress Blouse— (Honor Guard Only)
1	* Sam Browne Crossover Belt— (Honor Guard Only)
1	Funeral Band
1	Gun Belt
1	Garrison Belt
4	Gun Belt Keepers
1	Glove Case
4 pr.	Disposable Gloves
1	Hat
1	Hat Cover
1	Ballcap (K9 only)
1	Holster
1	3 in 1 Jacket w/ Traffic Vest
1	Raincoat
1	Locker with Lock
1	OC Spray
1	OC Spray Pouch
1	Miranda Card
1	Microphone Pouch w/ cable link microphone
1	Name Tag
1	Serving Since Pin
1	Neck Tie
1	Tie Clip
1	Police ID card
1	Radio Case

1	Radio
1	Protective Vest
6	Long Sleeved shirts
5	Short Sleeved Shirts
5 pr.	Socks
3 pr.	Uniform pants

EXHIBIT B (cont'd)

Initial Issue of Equipment

<u>Minimum Quantity</u>	<u>Item</u>
1 pr.	Dress pants
5 sets	** BDU (1 set = pants, shirt)
1	*** Bicycle Helmet
1	*** Bicycle Jacket
1 pr.	*** Bicycle Gloves
2 pr.	*** Bicycle Shorts
2 pr.	*** Bicycle Pants
2 pr.	*** Bicycle Shirts
1	**** Leather Jacket
1 pr.	**** Motorcycle Boots
1	**** Motorcycle Helmet
1 pr.	**** Motorcycle Britches
1	***** Fire Jacket
1	***** Fire Helmet
1 pr.	***** Fire Boots
1 pr.	***** Fire Gloves
2 sets	***** BDUs (Green=SRT; Negotiators; Bomb Squad)
1 set	***** BDU's (Blue-Fire Investigator)

* Will be available in several sizes to be signed out by other Officers for special events

** Evidence Technicians, Canine Officers, Property Coordinator – Blue

*** Qualified Bicycle Officers only

**** Qualified Motorcycle Officers only

***** Island Services Officers only

EXHIBIT C

Allowable Apparel and Equipment for On-Duty Use

Black Leather Jacket
Black Shoes
Black Leather Gloves
Winter Footgear
Court Attire (including dress trousers, collared shirts, socks, ties, shoes, and other related dress apparel approved by the Police Chief, or Designee)
Alterations to Court Attire/ Uniforms
Sweater
Black Boots
Shoe Polish and accessories
Socks
T-Shirts
Prescription Eyewear
*Whistle and Chain
*Ear Phones
*Ticket Book Holders
*Off-Duty Holster
*On-Duty Holster (Approved)
*Badge
*Badge Case
*Black Pens
Flashlight (and replacement batteries, bulbs, lenses)
Flashlight holder
*Hand cuffs / Case
*Cuff Key
Practice Ammunition
Ear and Eye Protection (for shooting)
Items Related to Recognized Specialty Position(s) (subject to the approval of the Team Commander and Police Chief)
Winter Scarf (Navy blue or black)
*Trooper-Style Pile Caps
*Insulated Collarless Vests
Sneakers (Chief designated)
Running shoes
Sunglasses
Turtleneck
Watch Cap
*Approved Multi-Purpose Knife
*Duty Bag
*Nylon or Leather Duty Belt and attached accessories (standard model approved by the Police Chief, or Designee)
*BDU's for training purposes
*Duty Approved Weapon (~~Glock 17, 19, 21, 26, 30 or pre-approved and inspected AR-15/M16 .223 rifles~~), pre-approved weapons optics and anything else that can be considered parts and equipment, all of which must be inspected and approved by the Department Armorer or a Firearms Instructor

EXHIBIT C

Allowable Apparel and Equipment for On-Duty Use (cont'd)

- *Cell Phones
- *Department approved outer vest carrier
- *Business Cards
- *Job Specific Books
- *Promotional Study Material
- Fitbits, Smart Watches or other approved fitness activity tracking devices
- *Items designated as equipment.

EXHIBIT D

EMPLOYEE VOLUNTARY DEDUCTION AUTHORIZATION FORM

EMPLOYEE VOLUNTARY DEDUCTION FORM

Print (last name first)

Fund Dept. Div. Prog. Soc. Sec. No. Employee Name

Code

Amount Add
Delete Check add for
perm. change; check delete to
drop deduction.

INSTRUCTIONS: Please type or print. The deduction form must accompany the payroll that change appears on.

NOTE: The figure under "Amount" Effective
is a replacement figure
only. It is not the net
difference. See reverse
side for code number.

EXHIBIT F
PORTLAND POLICE DEPARTMENT
Memorandum

RE: Filling of Vacancies

The following guidelines are set forth to establish a procedure for the filling of vacancies.

1. In accordance with Section 24.3 of the PBA contract, the following assignments will be considered shifts, and the sole factor for selection will be seniority.

Team assignments in the Patrol Division: A, B and C. Job assignments within the teams will be made by the lieutenants, based upon department needs.

2. In accordance with Section 24.2 of the PBA contract, the following facts will be used for filling the job openings listed below: Performance Evaluations, Sick Leave Use, Training, Disciplinary Record, and Seniority.

Criminal Investigations Division

General Investigator
Narcotics Investigator
Evidence Technician
Court Officer
Crime Reduction Unit

Operations Group

Canine Handler
Traffic Investigator
Youth Services Officer
Islands Officer
School Resource Officer
Community Policing Officer

Besides the aforementioned factors, additional ones may be used for specific job assignments, e.g., when a position is posted, the Bureau Commander will also post any additional screening mechanism, such as a written assignment, interviews, etc.

3. Canine handlers will be part of the Patrol Teams and assigned according to department needs and the PBA contract.
4. Community Policing Officers will be assigned by the Chief or ~~his~~their designee based upon Department needs and the PBA contract.

EXHIBIT G

MEMORANDUM OF AGREEMENT ISLAND OFFICERS

~~This AGREEMENT made this — day of March, 2005, between the City of Portland (hereinafter the "City") and the Portland Police Benevolent Association, (hereinafter the "Association"), to amend the 2003-2004 Collective Bargaining Agreement (hereinafter the "Contract") between the City and the Association in regard to an alternative work schedule for Police Officers regularly assigned to Peaks Island.~~

~~— WHEREAS, the Police Officers who are regularly scheduled to work on Peaks Island (hereinafter the "Island Officers") have requested a change in their work schedule; and the City agrees that this schedule incorporates certain operating efficiencies;~~

~~— WHEREAS, the City agrees to continue this program for the duration of this contract as long as overtime costs do not increase;~~

~~— NOW, THEREFORE, the parties agree to amend their contract to provide that t~~The following terms and conditions of employment will be in effect for Officers assigned to the Island Services Unit and to Officers assigned to a temporary vacancy in accordance with Article 5.1.4. The following terms and conditions do not apply to Police Officers who may be temporarily assigned to the Islands to cover a vacancy that does not require a change to their regularly scheduled hours of work.

Article 4 – Salaries

- No change to current weekly salary
- No change to Specialty Pay
- Amend Article 4.2.6 to allow Island Officers to receive the \$15.00 EMT stipend. The parties further agree that this stipend will also compensate Island Officers for the daily 15-minute time period Island Officers spend waiting for the Ferry.

Article 5 - Hours and Overtime

- Amend regular work week to be 48 hours (consisting of two shifts of 24 hours) within an eight-day work period.
- Amend regular work day to be twenty-four (24) hours. At least one Officer will be on patrol at all times. Each Officer will be permitted to sleep for four (4) hours during the hours of 10 p.m. and 6 am.
- Overtime is paid for hours worked in excess of 48 hours per eight-day work period.
- Base hourly rate for the purpose of calculating pay for Island overtime assignments is defined as weekly salary divided by forty-two hours. Base hourly rate for the purpose of calculating pay for mainland overtime assignments worked by Island Officers is defined as weekly salary divided by forty hours. Base hourly rate for the purpose of calculating the cash payout of accrued time pursuant to Articles 5 through 7, Articles 11 through 12,

and the Retiree Health Savings Account in Exhibit O is defined as weekly salary divided by forty hours.

- Amend Article 5.3 to exclude hours spent riding to and from Peaks Island for Island Officers only.
- Amend Article 5.4 to include hours spent riding to and from Peaks Island for Island Officers only. In the event of schedule vacancies, management will determine how to meet the needs of the Island without incurring overtime. If overtime is offered, it will be offered to Police Officers with the necessary qualifications in order of seniority. If no one accepts the overtime, the overtime will be worked by an Island Officer eligible to work and in accordance with a rotating force list. The rotating force list will be comprised of Island Officers and will begin with the junior Island Officer. Officers will receive 1 mark for each 8-hour period worked on the Island (3 marks per 24-hour shift).
- Island Officers will not be eligible for overtime or special detail assignments during the 24 hour period that falls between two work shifts, during the late shift prior to their first day on, or during the late shift of their fifth day off. Officers will receive no mark in the overtime book for this period of time.
- Island Officers will be eligible for special detail assignments during their five (5) days off except as provided above. All provisions of Article 5.10 shall apply during this five day period.

Article 6 – Holidays

- Island Officers will receive eight (8) hours of holiday pay or an eight (8) hour holiday credit.
- If an Island Officer wishes to take a holiday off which is a scheduled work day, that Officer will be required to utilize sixteen (16) hours of accrued leave in addition to eight (8) hours of holiday pay for that 24-hour period.

Article 7 - Vacations

Island Officers will accrue vacation at the rate of 1.62 hours per full payroll week in the first through second year of service, 2.42 hours per full payroll week in the third through sixth year of service, and 3.23 hours per full payroll week in the seventh and succeeding year of service. ~~Upon contract execution,~~ Island Officers in their twentieth and succeeding years of service will accrue vacation at the rate of 3.85 hours per full payroll week. ~~The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amounts of 84 hours, 126 hours and 168 hours.~~ An Island Officer's vacation accrual will be reduced by 24 hours for each scheduled work day that is taken as a vacation day during this period.

Article 11 - Sick Leave

- Sick leave shall continue to accrue at the rate of 1.85 hours per week.
- An Island Officer's sick leave accrual will be reduced by 24 hours for each scheduled work

day that is taken as a sick day during this period.

- For the purpose of Article 11.1.3.1 one 24 hour work day taken as sick leave will be considered equivalent to three sick days.
- For the purpose of 11.4.3, a full shift may be taken off in the same manner as sick leave providing all sixteen (16) hours of personal leave are used at once and providing the employee has eight (8) hours of accrued sick leave, vacation leave, compensatory time or holiday credits to supplement the sixteen (16) hours of personal leave. The employee will give the Bureau Commander or designee as much advance notice as circumstances permit.

Requests for Leave Time

Island Officers who wish to use accrued leave time (vacation leave, compensatory time, holiday credits) should submit such requests to the supervisor of the Traffic Unit with as much notice as possible. Reasonable notice is considered to be at least ~~three~~ (3)fourteen (14) calendar days. Leave requests submitted without ~~30~~ fourteen (14) calendar days' notice will be denied except in unusual circumstances. The appropriate accrual shall be reduced by actual hours used (24 hours for each scheduled work day).

The City will purchase one round trip Casco Bay Lines ticket per Officer per shift.

The only persons considered for Island Officer job vacancies for the term of this agreement will be Police Officers who possess an up-to-date EMT license. All contract provisions remain in effect except to the extent they are specifically modified in this ~~agreement~~Exhibit.

~~———— The City agrees to continue this program for the duration of this contract as long as
———— overtime costs related to sick leave do not significantly increase. This agreement shall
———— expire effective December 31, 2005 unless the parties mutually agree to extend it.~~

Agreed to by:

City of Portland _____ Date

Police Benevolent Association _____ Date

Counsel for Police Benevolent Association Date

EXHIBIT H

CITY OF PORTLAND

TRANSITIONAL WORK AGREEMENT

The Employee and the Employer enter into this agreement for a period of Transitional Work, as follows:

The date upon which the Employee sustained an injury is _____.

Pursuant to the City of Portland's Transitional Work Policy, the Employee will return to work in a Transitional Work assignment on _____.

Attached is a copy of the Transitional Work Policy of the City of Portland which the Employee has read and understood.

The parties agree that the term of this Transitional Work assignment shall be ninety (90) days, from the return to work date above until _____.

5. This Transitional Work Agreement does not act as a waiver of rights and obligations of the employee or employer under 39.A MRSA Section 218 or any other applicable law.

Dated this _____ day of _____, 20____.

Employee

City of Portland

~~EXHIBIT I~~

~~ON-THE-JOB INJURIES~~

~~The purpose of this Exhibit is to provide employees with information about benefits currently provided under State law:~~

~~Current State law provides that those employees who are enrolled in Maine Public Employees Retirement System special plan for their primary pension plan are entitled to keep special plan benefits in the event they are unable to return to "Regular Work" within the PBA bargaining unit if the following condition is met. The employee must apply for and be approved for disability retirement benefits before they transfer to a position that is not a sworn position in the Police or Fire Department.~~

~~This statement confirms information discussed in negotiations on July 19, 2001. The Union acknowledges that in the event that State law changes with respect to this benefits, this Exhibit will immediately become null and void. The City is not agreeing to provide, through this Exhibit, any benefit greater than what is provided by statute.~~

EXHIBIT J

EVIDENCE TECHNICIANS

The City of Portland and the Portland Police Benevolent Association agree as follows in regard to the "on-call" status of Evidence Technicians:

1. Twenty-four hour crime scene processing by qualified personnel is essential whenever crimes and accidents occur which require the prompt collection and preservation of physical evidence.
2. When the immediate services of an Evidence Technician (E.T.) are required and there is no Evidence Technician on duty, an on-call E.T. will be notified and expected to respond as soon as possible.
3. Any E.T. is subject to being called in to work during ~~his/her~~their off-duty time. E.T.'s will provide the department with a phone number where ~~s/he~~they can be reached when off-duty.
4. Call-ins will be prioritized as follows, depending on the needs of the department:
 - a. Evidence Technicians whose off-duty time is within four (4) hours of their regular shift (before and after) will be called first.
 - b. Evidence Technicians on their regular days off will be called second.
 - c. Evidence Technicians on any other type of leave, except military leave, sick leave or Family Medical Leave, will be called last.
 - d. Evidence Technicians on military leave, sick leave or Family Medical Leave will not be subject to call-in.
5. E.T.'s who are subject to call-in are not required to stay within any specific distance of the City and there are no restrictions on their use of off-duty time.
6. When no E.T. is available to respond to a crime or accident scene, another agency with equivalent personnel will be requested to respond and assist.
7. Each Evidence Technician will receive three (3) hours of compensatory time per week in consideration of this agreement. Evidence Technicians shall receive the full three (3) hours of compensatory time for any week in which they are eligible to be called in for any of the days of that week. The compensatory time awarded pursuant to this agreement will be treated the same as any other compensatory time awarded by the City.

EXHIBIT K SCHEDULES

Criminal Investigation Division				Internal Affairs / Training			
700	0800 - 1600	Mon - Fri	Lt.	760	0800-1600	Mon - Fri	Lt.
721	0900 - 1700	Mon - Fri	Sgt.	761	0700-1500	Mon - Fri	Sgt.
722	0800 - 1600	Mon - Fri	Sgt.	763	0800 - 1600	Mon - Fri	Sgt.
701	0800-1600	Mon - Fri	Det.	Community Servies Division			
702	0730-1530	Mon - Fri	Det.	900	0700 - 1500	Mon - Fri	Lt.
703	0700 - 1500	Mon - Fri	Det.	922	0700 - 1500	Mon - Fri	Sgt.
704	0700 - 1500	Mon - Fri	Det.	931	0700 - 1500	Mon - Fri	Ofc. YSO
705	0700 - 1700	Mon - Thu	Det.	932	0700 - 1500	Mon - Fri	Ofc. PHS
706	0700 - 1500	Mon - Fri	Det.	933	0700 -1500	Mon - Fri	Ofc. DHS
707	0800 - 1800	Tue - Fri	Det.				
708	0900 - 1700	Mon - Fri	Det.	903	0630 - 1630	Tue - Fri	Ofc.
710	0600 - 1600	Tue - Fri	Det.	904	0630 - 1630	Tue - Fri	Ofc.
711	0700 - 1500	Mon - Fri	Det.	905	0630 - 1630	Tue - Fri	Ofc.
713	1100-1900	Mon - Fri	Det.	907	0730 - 1730	Sat - Tue	Ofc.
714	0800 - 1600	Mon - Fri	Det.				
715	0900 - 1700	Mon - Fri	Det.				
718	0700-1500	Mon - Fri	Det.	Traffic & Peaks Island			
742	0700 - 1700	Tue - Fri	Det.	920	0800 - 1600	Mon - Fri	Lt.
Forensic Services - Court				921	0700 - 1500	Mon - Fri	Sgt.
731	1500 - 0100	Sun - Wed	ET	901	0600 - 1600	Tue - Fri	Ofc.
732	0700 - 1700	Wed - Sat	ET	902	0600 - 1600	Mon - Thu	Ofc.
733	0600 - 1600	Sun - Wed	ET	911	0700 - 0700	Peaks	Ofc.
734	1500 - 0100	Wed - Sat	ET	912	0700 - 0700	Peaks	Ofc.
743	0600 - 1400	Mon - Fri	Ofc.	913	0700 - 0700	Peaks	SLO
744	0800 - 1600	Mon - Fri	Property	914	0700 - 0700	Peaks	Ofc.
745	0800 - 1600	Mon - Fri	Process Server	Jetport			
746	0730 - 1530	Mon - Fri	Victim Advocate	821	0700 - 1500	Mon - Fri	Sgt.
MDEA / Special Investigations				801	1200 - 2200	Wed - Sat	Ofc.
750		Mon - Fri	Sgt.	802	1200 - 2200 0800 - 1800	Sun - Tue Wed	Ofc.
751		MDEA	Det.	803	0330 - 1230	Wed - Sat	Ofc. BK9
752		MDEA	Det.	804	0330 - 1230	Sun - Wed	Ofc. BK9
753		SSTF	Det.				
Crime Reduction Unit				MCJA August 2017			
351	1300 - 2100	Tue - Sat	Sgt.				
355	1300 - 2100	Tue - Sat					
356	1300 - 2100	Tue - Sat	Ofc.				
357	1300 - 2100	Tue - Sat	Ofc.				
358	1300- 2100	Tue - Sat	Ofc.				
359	1300 - 2100	Tue - Sat	Ofc.				

0630 - 1630	100	Lt.	1600 - 0200	300	Lt. (1300-2300)	2100 - 0700	500	Lt.
	121	Sgt.		321	Sgt.		521	Sgt.
Tuesday	101	Ofc.		301	Ofc.		501	Ofc.
Wednesday	102	Ofc.		302	Ofc.		502	FTO
Thursday	103	Ofc.		305	Ofc.		503	FTO
Friday	104	Ofc.		306	Ofc.		504	Ofc.
	105	Ofc.		312			505	Ofc.
	106	FTO.		313	FTO		506	Ofc.
	107A	Ofc.						
0730 - 1730	122	Sgt.	1700 - 0300	322	Sgt.	2200 - 0800	522	Sgt.
	107	FTO		307	FTO		507	Ofc.
Wednesday	108	Ofc.		308	Ofc.		508	Ofc.
Thursday	109	Ofc.		309	Ofc.		509	
Friday	110	Ofc.		310	FTO	M	510	Ofc.
Saturday	111	Ofc.		311	Ofc.		511	Ofc.
0630 - 1630	200	Lt.	1600 - 0200	400	Lt.	2100 - 0700	600	Lt.
	221	Sgt.		421	Sgt.		621	Sgt.
Friday	201	Ofc.		401	Ofc.		601	Ofc.
Saturday	203			402	Ofc.		603	Ofc.
Sunday	204	Ofc.		403	Ofc.		604	Ofc.
Monday	205	Ofc.		405	Ofc.		605	Ofc.
	206	Ofc.		406	Ofc.		606	Ofc.
	212	Ofc.						
	215	Ofc.						
0730 - 1730	222	Sgt.	1700 - 0300	422	Sgt.	2200 - 0800		
				404	FTO		622	Sgt.
Saturday	207						607	Ofc.
Sunday	208	Ofc.		407	Ofc.		608	
Monday	209	Ofc.		408	Ofc.		610	Ofc.
Tuesday	210			409			611	Ofc.
	211	Ofc.		410	Ofc.		612	Ofc.
				411	Ofc.		609	Ofc.
0730 - 1530	114	Ofc.	Sun - Thu	303	Ofc.	Sun - Thu	512	Ofc.
Sun - Thu	115	Ofc.	1300- 2100	304	FTO	2400 - 0800	509	Ofc.
	118			314	Ofc.			
Sun - Thu	113	K9		312	Ofc.	Wed - Sat		
	140	DPW	Wed - Sat	315	K9		513	K9
	141	ACO		142	OEO			

EXHIBIT L

Criminal Investigation Division (CID) Detectives

The City of Portland and the Portland Police Benevolent Association (PBA) agree as follows in regard to the "on-call" status of detectives:

- 1) Twenty-four-hour investigative coverage by qualified personnel is essential whenever crimes occur which require an immediate investigation by Detectives.
- 2) When the services of a Detective(s) are required and there is insufficient CID staff on duty, the "on-call" Detective(s) will be notified and expected to respond as soon as possible.
- 3) Call-ins will be organized by a weekly schedule. Two (2) Detectives will be "on-call" every week starting Monday morning at 0700 hours and ending the following Monday morning at 0659 hours.
 - a) Trades or swaps are allowed but each Detective must be on-call for ~~his/her~~their share of the on-call duty on an annualized basis.
 - b) If a Detective is assigned to be on-call and ~~he/she is~~they are unavailable for any reason, it is ~~his/her~~their responsibility to swap an-call weeks with an available Detective with the approval of the CID Lieutenant or ~~his/her~~their designee.
 - c) Detectives on military leave, sick leave or Family Medical Leave (FMLA) will not be subject to the on-call schedule until their return.
 - d) During the Detective's on-call weeks they will not be eligible for overtime; however they will receive a mark in the overtime book **for every job that gets offered** during this period.
- 4) Within reason, Detectives who are on-call are not required to stay within any specific distance of the City and there are no restrictions on their use of off-duty time; however Detectives must comply with SOP # 10 section IV-A. 17.
- 5) Each Detective will be compensated with a lump sum of \$225.00 for the week that ~~he/she is~~they are on-call.
- 6) When a Detective is called in to work during their on-call week, they will be paid in accordance with Article 5.9 of the PBA contract.

EXHIBIT M

MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of July 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

~~WHEREAS, the City is committed to the implementation of a policy for body worn cameras and a pilot program for uniformed officers; and~~

~~WHEREAS, the PBA and the City have agreed to discuss matters related to the appropriate utilization of body worn cameras by PBA members; and~~

~~WHEREAS, a successful pilot program may result in the expansion of the use of body worn cameras by all sworn officers.~~

~~NOW, THEREFORE, the City and the PBA do hereby agree as follows:~~

~~1. The Chief of Police, in consultation with the PBA's Executive Board, will appoint a committee to initiate a pilot program to test the use of body worn cameras in the Patrol Division and to draft policies and procedures to govern the use of the cameras as standard issue equipment. The committee will be composed of various members of the department of different ranks and will include command staff members. The policies and procedures adopted by the department will also be provided to interested community groups to obtain public comment.~~

~~2. The goal of the committee is to identify the specific objectives behind the program, as well as, the anticipated benefits, costs, uses, and privacy impact of body worn cameras.~~

~~3. The parties acknowledge that body worn cameras shall be introduced incrementally, starting with the pilot program, and shall include the solicitation of feedback from the committee.~~

~~4. The parties acknowledge that both the implementation of the pilot project and the expanded policy or policies will address the terms and conditions set forth in the points below; and, further, that these terms and conditions shall not only be part of this MOA but shall also be part of any SOP that is enacted in the future by the department.~~

- ~~● Pre-event recording will be limited to no more than two (2) minutes of video. Pre-event audio recording will not occur.~~

- ~~● Body worn camera footage may be used in performance reviews but is not intended to replace the review of officer performance in the field.~~

- ~~● If body worn camera footage exists, discipline will not be dispensed solely on~~

EXHIBIT M (con't)

~~the basis of the body worn camera footage, but rather upon consideration of all relevant evidence collected during the Internal Affairs investigation; including video footage.~~

~~• Public access to body worn camera footage shall be governed by Maine law.~~

~~• Officers may review video footage during report preparation; except when ordered otherwise and/or in a situation involving the use of deadly force. In a situation involving the use of deadly force, an officer must obtain the express permission of a member of the Command staff to review video footage prior to report preparation.~~

~~• When a body worn camera is powered on, it is passively recording video; similar to the WatchGuard cruiser cameras in use by the department, as of the date of this agreement. Both audio and video are recorded only when the body worn camera is switched to active record mode. Body worn cameras shall not be completely powered off during an officer's shift for any reason. The body worn camera shall be stored in an officer's uniform pants cargo pocket during bathroom breaks and locker room visits. The uniform pants cargo pocket is the only acceptable means of storing a body worn camera while an officer is on duty. Other potential recording situations, including, but not limited to, domestic violence safety planning and hospital visits, will be discussed in detail during future SOP committee meetings.~~

~~5. The PBA agrees that the implementation of both the pilot program and the anticipated expansion of the program to all sworn officers shall not require any further impact bargaining and shall not generate, require, or cause any additional wages, salaries, compensation, stipends, or specialty payments to be paid by the City to PBA members due to the introduction and use of body worn cameras.~~

~~This agreement contains the full and complete understanding of the parties and is effective upon its execution.~~

For the City of Portland

For the PBA

EXHIBIT N

MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of November 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the continued examination and evaluation of the police department's investigation of citizen complaints regarding police personnel;

WHEREAS, the PBA and the City both have an interest in assuring that the investigation of citizen complaints is done in a fair, objective, thorough and timely manner;

WHEREAS, the PBA and the City recognize the importance of maintaining public confidence in the methods of investigation of citizen complaints about police officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. Except as noted below in Paragraph #2, the parties agree to the changes to Chapter 2, Article VI of the City of Portland Code of Ordinances recommended to City Manager Jon Jennings by the Police Citizen Review Subcommittee, in a memo dated January 11, 2017 (which memo is incorporated herein by reference.)
2. The parties hereto do not agree with the Subcommittee's recommendation to limit the PCRS member disqualifiers listed in section 2-49(a-b) to two years; instead, the parties hereto agree that the disqualifiers shall remain in effect for a period of ten (10) years.
3. The parties agree that the suggested changes to Section 2-76, Function and Duties of the ordinance are reasonable and fair and will result in the continued efficient and effective functioning of the subcommittee.
4. That the PBA agrees that the implementation of the ordinance changes recommended by the Police Citizen Review Subcommittee, other than the two year disqualification period, is a sensible approach to the subcommittee and community concerns and that the changes will not generate, require or cause any additional wages, salaries, compensation, stipends or specialty payments to be paid by the City to PBA members due to the amendment of Chapter 2, Article VI of the City of Portland Code of Ordinances.

This MOA contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA

EXHIBIT O

PBA/PORTLAND POLICE DEPARTMENT – RHSA

The City agrees to create a Retirement Health Savings Account (RHSA) for Members of the collective bargaining unit. The RHSA will contain the following provisions:

1. Employees shall not be eligible to participate in the RHSA until they have successfully completed their six-month probationary period.
2. A participant in the RHSA will contribute pre-tax dollars, via payroll deduction, to the RHSA, in the following amounts:
 - a. Sick Leave Accrual Contribution – In those instances where the employee's sick leave accrual at the end of the year (2021) reaches the number of hours designated below, the City agrees to contribute the monetary equivalent rate of compensation for the hours set forth below:

i. less than 400 hours	– 0 hours contributed
ii. 400 hours to 599 hours	– 20 hours contributed
iii. 600 hours to 799 hours	– 40 hours contributed
iv. 800 hours to 999 hours	– 60 hours contributed
v. 1000 hours to 1199 hours	– 80 hours contributed
vi. 1200 hours to maximum	– 100 hours contributed
 - b. Catch up Contributions -- In the first year of the plan only, at the end of calendar year 2021, employees whose accruals eclipse the figures set forth above will be allowed to contribute "catch up" amounts as follows: Employees who reached 600 plus hours will be able to contribute 40 hours plus the 20 hours for the prior (400 hour) step. For employees with 800 plus hours, they will be able to contribute the 60 hours, plus the 40 hours plus the 20 hours for a total of 120 hours; and so on and so forth to the highest step.
 - c. Completion of Service – Upon completion of service with the Police Department, fifty percent (50%) of all employee's compensable time as set forth in the CBA for termination pay, shall be deposited by the City into the employee's RHSA at the then monetary equivalent rate of compensation. The other fifty percent (50%) shall be paid to the employee in cash.
3. A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment.

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	FY25		FY26		FY27		FY28	
New Program Cost Data:	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
<u>Example:</u>								
ADD: NEW ITEM ANNUAL EXPENDITURES		\$303,000		\$1,034,000		\$1,053,100		\$1,073,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$303,000	\$303,000	\$1,034,000	\$1,034,000	\$1,053,100	\$1,053,100	\$1,073,000	\$1,073,000
New Program Impact to the Tax Rate	\$0.0200	\$0.0200	\$0.0683	\$0.0683	\$0.0695	\$0.0695	\$0.0708	\$0.0708
New Program % Impact on Tax Rate	0.3045%	0.1333%	1.0392%	0.4549%	1.0584%	0.4633%	1.0784%	0.4720%
Tax Rate Including New Program	\$15.03	\$15.03	\$15.08	\$15.08	\$15.08	\$15.08	\$15.08	\$15.08

The cost of year 1 (FY25) is \$303K and only includes one-time ratification bonuses. The ongoing costs related to the contract are shown in the FY26 column, and adjusted for anticipated COLAs for full years 2 (FY27) and 3 (FY28).

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: May 21, 2025

SUBJECT: Order 241-24/25 Amendment to Portland City Code Chapter 30 RE: Golf Carts - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

SPONSOR: The Sustainability and Transportation Committee, Regina Phillips, Chair.
(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 6/23/2025

Final Action 7/14/2025

Can action be taken at a later date: Yes

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

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

I. SUMMARY

The amendment changes how the City regulates golf carts by removing the cap on the number of golf cart operators and establishing a wait list for rental golf cart licenses.

II. AGENDA DESCRIPTION

On May 14, 2025, the Sustainability & Transportation Committee unanimously recommended to the City Council approval of this amendment, which would change how the City regulates golf carts by removing the cap on the number of golf cart operators allowed and establishing a wait list for rental golf cart licenses.

City code requires that all golf cart rental operators be licensed by the City of Portland. It also allows the City Manager to establish a cap on the number of golf cart operators. The proposed amendment:

1. Eliminates the cap on rental golf cart operators: The current ordinance requires that the City facilitate a competitive bidding process between operators if the cap established by the City Manager is met, which is unclear and challenging to administer.
2. Directs the Permitting and Inspections Department to create and manage a wait list for cart licenses: The current ordinance allows the City Manager to set a cap on the number of cart licenses available but does not have a mechanism for interested parties to secure a spot in line when the number of licensed carts falls below the cap. Making this change will align cap management with other programs with caps such as short-term rentals and food truck licenses on Cutter Street. The recommended amendment explains how Permitting and Inspections will manage the wait list.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This amendment will provide clarity to the regulatory process, allowing for more confident and legally sound administration by staff.

V. FINANCIAL IMPACT

No fiscal impact.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff recommends adoption of the amendment

VIII. LIST ATTACHMENTS

1. Amendment - Ch30 re Golf Carts

Prepared by:

Troy Moon, Sustainability Director

Date: 05/21/2025

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 30 RE: GOLF CARTS**

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

1. *That the Section 30-110 of the Portland City Code Chapter 30 is hereby amended to read as follows:*

Sec. 30-110. Rental of Golf Carts for Operation on City Streets.

. . . .

(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.~~

(12) 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.

(2) Beginning on May 1, 2025, once the cap on the number of rental golf carts has been reached, the Permitting and Inspections Department will form and maintain a waitlist of golf cart rental operators seeking additional rental golf cart licenses.

(3) Rental golf carts licensed by May 1, 2025 may be renewed each year upon application and payment of the license

fee, so long as the renewal is complete by May 1 of each year.

(4) Failure of a golf cart rental operator to renew a license for any number of rental golf carts by May 1 of any subsequent year shall result in the forfeiture of the right to renew the license for that number of rental golf carts and any subsequent application shall be treated as a new application for registration and placed at the end of the waitlist.

(5) Any rental golf cart licenses forfeited pursuant to Section 30-110(b)(4) shall be offered to the first eligible golf cart rental operator on the waitlist, proceeding down the list until all available licenses are filled or the list has been exhausted.

. . . .

(d) Annual Registration Required. Beginning May 1 2020, every golf cart rental operator shall register each rental golf cart annually with the city.

. . . .

(4) Be stored on private property when not in active use and not be stored~~stored~~ in the City right-of-way.

. . . .